



CERTIFICATE OF NEED APPLICATION

Project Number 6233 RS

O'Fallon Senior Living Community

A 76-bed Assisted Living and Memory Care Facility to be Co-Located with a 100-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 6233 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 State if the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous five (5) years.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 If the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose license was revoked.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certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years.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certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose Medicare and/or Medicaid certification was revoked.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 Attachment 1-3.1 to 1-3.2.

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 O'Fallon Senior Living Community	Project Number 6233 RS
Project Address (Street/City/State/Zip Code) 38.751441 / -90.744594 O'Fallon, MO 63368	County St. Charles

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
O'Fallon 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
O'Fallon 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} _____ |

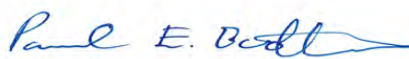
4. Certification

In submitting this project application, the applicant understands that:

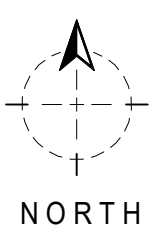
- (A) The review will be made as to the community need for the proposed beds or equipment in this application;
- (B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;
- (C) The issuance of a 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.)

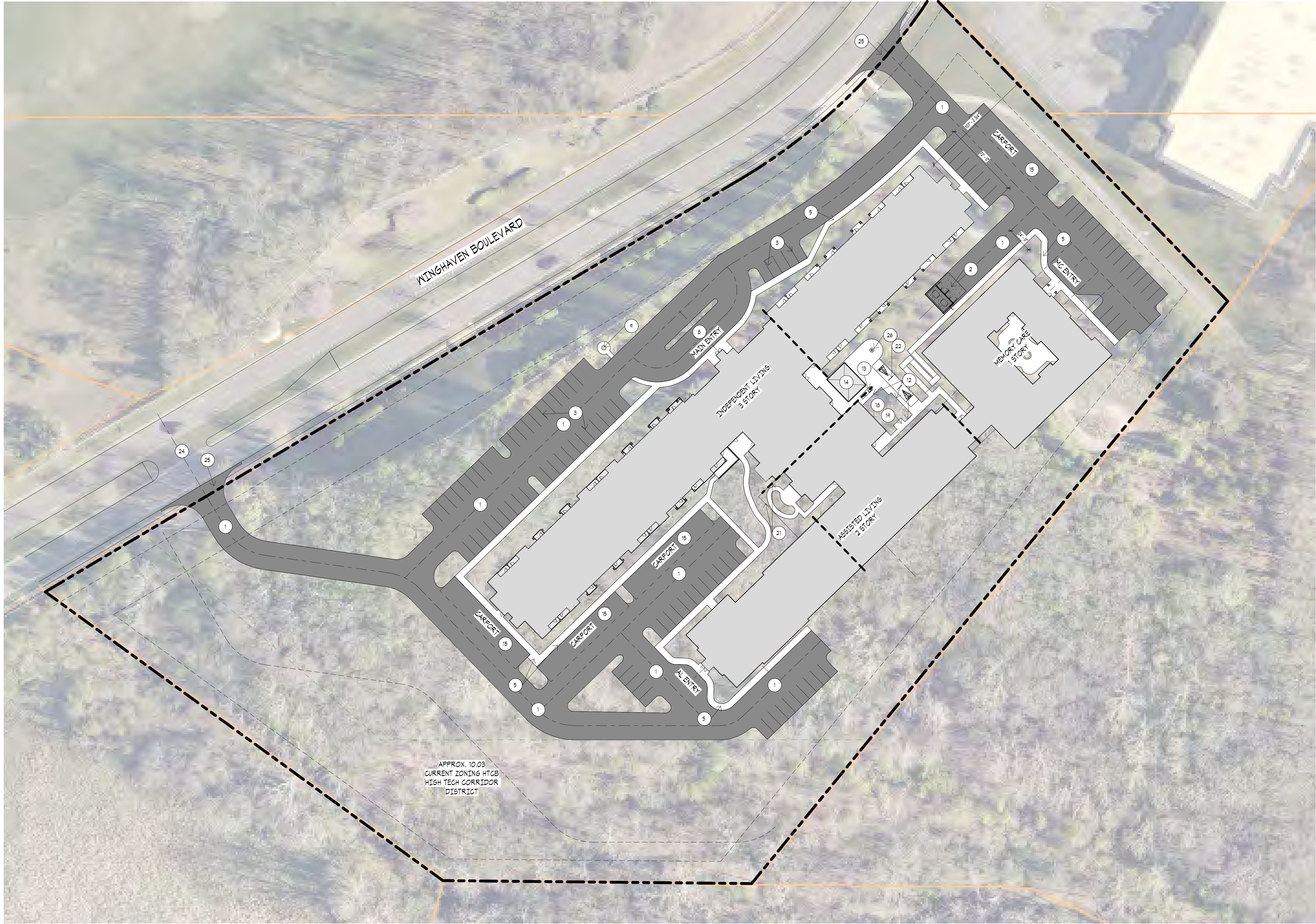
Name of Contact Person Paul Brothers	Title Attorney	
Telephone Number (816) 256-3181	Fax Number (816) 256-5958	E-mail Address pbrothers@gravesgarrett.com
Signature of Contact Person 		Date of Signature 8/29/2025

C:\Users\sauman\Documents\OFALLON SENIOR LIVING\sauman.rvt
8/28/2025 10:13:22 AM



A12 SITE PLAN

1" = 40'-0"



SITE PLAN NOTES

- THESE NOTES ONLY APPLY TO THIS SHEET
1. ASPHALT PAVING. RE: CIVIL.
 2. CONCRETE PAVING. RE: CIVIL.
 3. 4" STRIPING WHITE. TYPE
 4. 4" CONCRETE PATIO. RE: CIVIL.
 5. 4" CONCRETE SIDEWALK. RE: CIVIL.
 6. GENERATOR.
 7. ELEC. TRANSFORMER.
 8. PORTE-COCHERE.
 9. 30' FLAGPOLE. RE: ELEC. FOR LIGHTING.
 10. MONUMENT SIGN.
 11. SIGNAGE. REFER TO DETAILS ON SHEET A6.1
 - A. POST AND PANEL TYPE A
 - B. POST AND PANEL TYPE B
 - C. POST AND PANEL TYPE C
 - D. BUILDING SIGN TYPE D
 - E. BUILDING SIGN TYPE E
 - F. BUILDING SIGN TYPE F
 - G. BUILDING SIGN TYPE G
 - H. CARPORT NUMBERS (EA SPACE) TYPE H
 - I. ADDRESS SIGNAGE
 - J. CLEARANCE SIGN TYPE J
 - K. SMOKE FREE CAMPUS SIGN TYPE K
 12. 4' HIGH BLACK DECORATIVE ALUM. FENCE IV/ 36" WIDE GATE.
 13. OUTDOOR COOKING.
 14. COVERED PAVILION.
 15. CARPORT. RE: DETAIL.
 16. LOADING AREA.
 17. MASONRY TRASH ENCLOSURE IV/ GATES. RE: DETAIL.
 18. DOG PARK - ARTIFICIAL TURF.
 19. PET WATER FOUNTAIN. RE: MPE.
 20. PRE-FINISHED ALUM. FENCE GATE. 36" WIDE.
 21. PRE-FINISHED VINYL FENCE GATE. 36" WIDE. GATE TO LOCK AND TO INCLUDE ACCESS CONTROL IV/ DELAYED BUSINESS LOOKS.
 22. SHUFFLEBOARD COURT.
 23. RETAINING WALL.
 24. MEDIAN CUT. RE: CIVIL.
 25. CONCRETE DRIVE ENTRANCE. RE: CIVIL.
 26. FIRE PIT.

SITE PLAN GENERAL NOTES

- A. ALL ROOFTOP EQUIPMENT TO BE SCREENED ON ALL SIDES.
- B. ALL SIGNAGE TO BE PERMITTED SEPARATELY.
- C. COORDINATE ALL SITE WORK WITH CIVIL ENGINEERING PLANS.
- D. CONTRACTOR WILL BE RESPONSIBLE FOR VERIFICATION OF ALL UTILITIES.
- E. NEW CONCRETE WALKS TO HAVE MEDIUM BROOM FINISH. EDGES & JOINTS TO BE TOOLED, BROOM OUT ALL TOOL MARKS.
- F. PROVIDE CONC. WHEEL STOPS AT ALL AREAS ADJACENT TO SIDEWALKS.
- G. DOG AREA TO RECEIVE IRIGINE RESISTANT ARTIFICIAL TURF.
- H. ALL AREAS ARE TO BE SODDED AND RECEIVE IRRIGATION. INCLUDING AREAS IN ROW.

SWD
ARCHITECTS

EST 1935

ARCHITECTURAL CORPORATION
MISSOURI CERTIFICATE
OF AUTHORITY NO. 000073

O'FALLON SENIOR LIVING
HAMMOCK COURT AT WINGHAVEN BOULEVARD
O'FALLON, ST. CHARLES COUNTY, MISSOURI

STARK WILSON DUNCAN ARCHITECTS INC
3115 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698 F 816.532.1978

SEAL



SITE PLAN

ISSUE DATE:
8/22/2025
REVISIONS:

PROJECT NO.:2507


SP1.1

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Certificate of Need Program

REPRESENTATIVE REGISTRATION

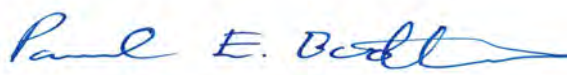
<i>(A registration form must be completed for each project presented.)</i>	
Project Name O'Fallon Senior Living, LLC	Number 6233 RS
<i>(Please type or print legibly.)</i>	
Name of Representative Sarah Klebolt	Title Chief Legal and Administrative Officer
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) 3333-9 Rue Royale	Telephone Number 636-724-1766
Address (Street/City/State/Zip Code) St. Charles, MO 63301	
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 O'Fallon Senior Living, LLC	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><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><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): 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 O'Fallon Senior Living Community	Number 6233 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 O'Fallon 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

<i>(A registration form must be completed for each project presented.)</i>	
Project Name O'Fallon Senior Living Community	Number 6233 RS
<i>(Please type or print legibly.)</i>	
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? <i>(If more than one, submit a separate Representative Registration Form for each.)</i>	
Name of Individual/Agency/Corporation/Organization being Represented O'Fallon 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 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 checked="" type="checkbox"/> Legal Counsel</p><p><input type="checkbox"/> Consultant</p><p><input type="checkbox"/> Lobbyist</p><p><input type="checkbox"/> Other (explain):</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 8-28-2025



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 #6233 RS comprises 40% 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 #6233 RS at a rate of 40%.

1. New Construction Costs.

\$16,267,593 represents the estimated cost of new construction for Project #6233 RS's 60,044 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.

\$696,084 represents Project #6233 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.

\$505,263 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.

\$647,520 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 1-3.4.

8. Consultants' Fees and Legal Fees.

\$123,564 is the estimated expense for entity organization, real estate purchase, and CON application.

9. Interest During Construction.

\$1,112,925 is the estimated interest accruing on the construction loan during the approximately 24 months of construction allocated to Project #6233 RS.

10. Other Costs.

\$5,706,259 is the estimated cost of surveying, soil testing, rock/soil suitability contingency, environmental studies, permits and zoning, public street improvements, storm detention systems, loan closing fees, market studies, appraisal, application fees, marketing, and advertising allocated to Project #6233 RS.

15. Loans.

Applicant will borrow 79% of project costs.

16. Other Methods.

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

Total Construction Contract	44,475,785	Percentage allocated	CON licensed units
Construction IL	23,239,470	0.00%	-
Construction AL	9,603,624	100.00%	9,603,624
Construction MC	3,286,106	100.00%	3,286,106
Construction sitework & amenities	8,346,585	40.47%	3,377,863
Rock/Suitable Soil Contingency	500,000	40.47%	202,350
Offsite Sewage Extension	-	40.47%	-
Public Street Improvements	300,000	40.47%	121,410
Storm Detention Systems	500,000	40.47%	202,350
Architect-includes Civil/MEP Eng	1,480,000	40.47%	598,956
Architect - other direct bill	25,000	40.47%	10,118
Arrow Design Consulting/Architect Assist	126,975	40.47%	51,387
Third Party- Interior Design/Exterior Elevations	25,000	40.47%	10,118
Engineering - Survey	65,000	40.47%	26,306
Engineering (civil in arch) - 3rd party testing	150,000	40.47%	60,705
Geotech- soils report	10,500	40.47%	4,249
Site Monitoring/Marketing-OxBlue	20,000	40.47%	8,094
Zoning application	20,000	40.47%	8,094
Traffic Study	-	40.47%	-
Parkland Dedication	-	40.47%	-
Environmental Study	5,000	40.47%	2,024
Construction Loan - clsg fees/legal	250,000	40.47%	101,175
Interest - constr loan -	2,750,000	40.47%	1,112,925
Construction Period RE Tax	15,000	40.47%	6,071
Construction Period Ins (BldRisk-Liability)	650,000	40.47%	263,055
Plan Review Fee	50,000	40.47%	20,235
Market Study	10,000	40.47%	4,047
Appraisal	5,000	40.47%	2,024
Title, Recording and Clsg	75,000	40.47%	30,353
Legal - Closing/Organization	100,000	40.47%	40,470
Legal - City Incentives	-		-
CON Consultant	75,000	100.00%	75,000
State Cert. Application and Fees	-		-
Accounting/Cost Segregation	20,000	40.47%	8,094
Leasing Trailer and Set Up	92,882	40.47%	37,589
Arrow Presales/Marketing Fee	539,459	40.47%	218,319
Arrow Foresite	76,627	40.47%	31,011
3rd Party Marketing Consultant	10,000	40.47%	4,047
3rd Party Marketing Collateral Materials	10,000	40.47%	4,047
FF & E	1,248,488	40.47%	505,263
Vehicles - Car and Bus	188,529	40.47%	76,298
Contingency	1,200,000	40.47%	485,640
Total Replacement Costs	55,069,246		\$ 20,599,414
Land Acquisition	1,600,000	40.47%	647,520
Land Acquisition Broker fee	72,000	40.47%	29,138
Other Acquisition/Holding Costs	200,000	40.47%	80,940
Total Replacement plus land	\$56,941,246		\$ 21,357,013
Developer Fee	2,700,000	40.47%	1,092,690
Fee- Debt Placement	100,000	40.47%	40,470
Loan Guarantee Fee	525,000	40.47%	212,468
Fee- Equity Placement	100,000	40.47%	40,470
Equity Partner DD Costs- Closing/Travel/Inspection	40,000	40.47%	16,188
Arrow Operating Lease-Up Reserve	5,600,000	40.47%	2,266,320
Replacement Reserve Escrow	83,000	40.47%	33,590
Operating Escrow	-		-
Total Project Development Cost	\$66,089,246		\$ 25,059,208
		Cost per licensed unit	\$ 368,517.77
		Replacement cost per licensed unit	\$ 302,932.56

68 licensed units = 48 AL +
20 MC 98 IL

New Construction Costs
16,267,593
Arch/Eng Fees
696,084
Other Equipment
505,263
MME
-
Land Acquisition
647,520
Consulting & Legal Fees
123,564
Interest During Construction
1,112,925
Other Costs
5,706,259

EXECUTION VERSION

REAL ESTATE SALE AGREEMENT

by and between

Farhad Khani and Michele Khani

as Seller

and

O’Fallon Senior Living Company, LLC, its assignee or nominee

as Purchaser

July 23, 2025

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this “**Agreement**”) is made and entered into as of July 23, 2025 (the “**Effective Date**”) by and between **FARHAD KHANI and MICHELE KHANI**, individual residents of the State of Illinois (the “**Seller**”) and **O’FALLON 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 consists of approximately 10.03 acres of land, located in St. Charles County, Missouri, depicted on **Exhibit A** attached hereto, and is identified as Parcel ID 4-069B-9780-00-000B.0000000, together with: all improvements located thereon and all of Seller’s right, title and interest in and to any and all fixtures attached thereto; 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 (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.

(c) There are no leases, licenses, permissions for occupancy or use, or 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.**

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

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

The purchase price for the Property shall be One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00) (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 Thousand and No/100 Dollars (\$20,000.00) (the “**Earnest Money**”) in the Escrow. If requested by Purchaser, 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.

(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.** No consent of any third party is required for the conveyance of the Property and the execution, delivery and performance by Seller of this Agreement.

(2) **Conflicts.** To Seller’s knowledge, there is no 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. There are no 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 knowledge of any landfills, hazardous wastes, fault lines, or sinkholes on the Property.

(8) Notice of Violations. Seller has no 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. All permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals material to the Property and the use to which the Property is presently being put have been duly obtained and are in full force and effect, and, 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 or, to Seller's Knowledge, 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 in respect to the Property.

(12) Environmental. To Seller's knowledge and without conducting any independent inquiry, there are no 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 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**”). Further, Seller covenants and agrees to make its policies, procedures and practices regarding compliance with the Orders, if any, available to Purchaser for its review and inspection during normal business hours and upon reasonable prior notice.

(i) Neither Seller nor any beneficial owner of Seller:

(A) is listed on one or more of the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”);

(B) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders;

(C) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(D) shall transfer or permit the transfer of any interest in Seller or any beneficial owner in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the Lists.

(ii) Seller hereby covenants and agrees that if Seller obtains knowledge that Seller or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Seller shall immediately notify Purchaser in writing, and in such event, Purchaser shall have the right to terminate this Agreement without penalty or liability to Seller immediately upon delivery of written notice thereof to Seller. In such event the Earnest Money shall promptly be returned to Purchaser, and neither party shall have any further liability or obligation to the other under this Agreement, 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 intended to survive the termination of this Agreement.

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

(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 as of the date hereof and continuing through and including Closing Date, as follows:

(1) **Due Authority.** 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 of the Property, 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. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Purchaser is a party or by which it is bound.

(2) **Bankruptcy.** Purchaser has not (i) made a general assignment for the benefit of creditors; (ii) filed any involuntary petition in bankruptcy or suffered the filing of an involuntary petition by Purchaser's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Purchaser's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets; (v)

admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or compromise to its creditors generally.

(3) Encumbrances. Purchaser shall neither encumber nor cause any liens to be created against the Property in any way, nor record this Agreement or a memorandum hereof, prior to Closing.

(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. If (i) any of Purchaser'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 Seller becomes aware of such fact through Purchaser's notification or otherwise, then Seller may, at Seller's option, exercised by written notice to Purchaser (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 retained by Seller and Seller shall have no further liability or obligation hereunder by reason thereof, 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 Purchaser hereunder results from the willful and intentional act of Purchaser, Seller shall also have the rights and remedies available to Seller under Section 18(b) of this Agreement upon a default by Purchaser of its obligations under this Agreement. The representations and warranties contained in this Section 6 shall survive Closing for a term of one (1) year.

(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 or dispose of or abandon either thereof.

(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) **Intentionally Deleted.**

(b) **Due Diligence Materials.** Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser, existing copies, if any, in Seller's possession, of the following: (i) a copy of all existing policy(ies) of title insurance covering the Property; (ii) a copy of all prior survey(s) completed with respect to all or any portion of the Property; (iii) environmental assessments; (iv) structural and engineering reports; (v) soil reports; (vi) traffic studies; (vii) sewer analyses; (viii) the zoning designation of the Property and a list of all restrictive covenants affecting the Property; and (ix) any other document and/or report reasonably requested by Purchaser (collectively, the "**Due Diligence Materials**"). Seller's failure to deliver the Due Diligence Materials within the 10-day period set forth herein shall result in an extension of the Due Diligence Period equal to Seller's delay in delivery.

(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, including, but not limited to a default by Seller under this Agreement, the failure of a Purchaser Closing Condition, the Zoning Contingency, the Plan Contingency, or the CON Contingency.

(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 twenty-four (24) 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, including, without limitation, 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 24 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 books and records and other materials relating to the 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 (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 one hundred eighty (180) 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. Notwithstanding the foregoing, Purchaser shall have six (6) options to extend the Zoning Contingency Period for thirty (30) days each (each, a "**Zoning Contingency Extension Period**") by (i) providing notice on or prior to the then applicable Zoning Contingency Period expiration date, or the then applicable Zoning Contingency Extension Period expiration date, and (ii) paying

to the Escrow Agent an amount equal to Five Thousand and No/100 Dollars (\$5,000.00) (the “**Zoning Extension Fee**”), which Zoning Extension Fee shall be (1) fully refundable, except due to an event of Purchaser default, and applicable to the Purchase Price at Closing, for the first three (3) Zoning Extension Fees paid, and (2) non-refundable, except in the event of Seller’s default, in which case such Zoning Extension Fees shall be refundable to Purchaser, and not applicable to the Purchase Price for the second three (3) Zoning Extension Fees paid.

(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 and/or civil construction drawings (the “**Site Plan**”) as required for development of the Intended Development prior to the expiration of the Zoning Contingency Period; 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 O’Fallon, Missouri does not approve the Preliminary Plat and/or the Site Plan prior to the expiration of the Zoning 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 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 (i) July 30, 2025, with the anticipated decision to be delivered on November 10, 2025; OR (ii) September 24, 2025, with the anticipated decision to be delivered on January 5, 2026 (the later of which is the “**CON Deadline**”).

(h) 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) Promptly 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 the Due Diligence Period (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 "**Objectionable 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 five (5) business days after receiving Purchaser's Objection Notice, Seller shall conclusively be deemed to have elected not to remove the Objectionable Exceptions at or before Closing. On the other hand, if Seller notifies Purchaser and Escrow Agent in writing within five (5) business days after receipt of Purchaser's Objection Notice that it has elected to cure one or more of said Objectionable 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 Objectionable Exceptions that Seller has elected to cure. Purchaser shall have the right to either: (a) terminate this Agreement by delivering written notice within five (5) business days after receipt of such Seller's Notice or after Seller's failure to cure an Objectionable 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 Objectionable 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, or (ii) would materially and adversely affect Purchaser's contemplated use(s) of 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) Purchaser, at its sole expense, shall order 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). 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 last of the Contingencies have been satisfied, or such other date as the parties may agree in writing, provided that all conditions precedent to Closing 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 Purchaser's proposed use(s) of 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) Any and all permits, consents, authorizations, licenses, certificates of need, zoning, rezoning, plat approvals, variances, waivers, and/or utility confirmation (collectively, the "**Approvals**") obtained during the Due Diligence Period and/or Zoning Contingency Period, as applicable, shall not have been modified, repealed, rescinded, revoked or terminated, 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.

(f) 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.

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

(h) 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, to the best of Seller's Knowledge with no obligation of conducting independent inquiry, that would materially and adversely affect Seller's ability to perform its obligations under this Agreement.

(i) 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.

(j) Seller shall have delivered, dated no earlier than thirty (30) days prior to the Closing Date, an estoppel certificate from the applicable association of WingHaven, which estoppel certificate shall confirm (i) there are no defaults or any conditions that could give rise to a default under the existing declaration (the "**Declaration**"), (ii) there are no amounts currently owed by any party under the Declaration, (iii) the Property complies with the conditions set forth in the Declaration, (iv) whether the Declaration has been assigned, modified, or amended in any

way by it and if so, then stating the nature thereof, and (v) that the anticipated use as a continuum of care senior community, as set forth on the Site Plan, is agreeable to the WingHaven Commercial Architectural Committee.

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 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.

(c) All instruments and documents required on Purchaser'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.

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

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.
- (b) 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.
- (c) FIRPTA. An affidavit, in the form attached hereto as **Exhibit D**, 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).
- (d) 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.
- (e) 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.
- (f) Authority Documents. Customary authorization and governance documents as the Title Insurer may reasonably require.
- (g) Settlement Statement. A signature page to the settlement statement as prepared by the Escrow Agent.
- (h) Additional Forms. A Form 1099-S as applicable.
- (i) 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.
- (j) Assignment of Intangibles. An Assignment of Intangibles, in the form attached hereto as **Exhibit E** ("**Assignment of Intangibles**").

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) Assignment of Intangibles. A counterpart of the Assignment of Intangibles.

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

(d) Certificate. A certificate of Purchaser dated as of the Closing Date certifying that the representations and warranties of Purchaser set forth in **Section 6(b)** of this Agreement as applicable, remain true and correct in all material respects as of the Closing Date.

(e) 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 reprorations, or 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 five (5) 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 five (5) 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, up to a maximum amount of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) 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) One-half (½) of the escrow fee, shall be borne and paid by Seller.

(b) Title insurance premiums for the standard coverage Title Policy, and 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 Schneider Commercial Partners, LLC, 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)(1) 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 St. Charles 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:

O’Fallon 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:

Farhad and Michele Khani
2530 Rock Rd.
Granite City, IL 62040

with a copy to:

Hamilton Weber LLC
200 N. 3rd Street

St. Charles, MO 63301
 Attention: Drew Weber
 Email: dweber@hamiltonweber.com
 Phone: 636-493-8493

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. Any notice to be delivered pursuant to this Agreement (including without limitation, any notice or responses related to title, survey or other due diligence matters) may be delivered by either Purchaser or its counsel or Seller or its counsel and the delivery of notice 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 for purposes of delivering notices until the time that Purchaser or Seller notifies the other party in writing that their counsel does not have authority to deliver notices of this Agreement on its behalf, respectively.

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

(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. If the party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(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. 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) St. Charles County, or local municipal, 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 and Seller shall have the right to discuss the Intended Development and

related aspects of the same with the City of O'Fallon, Missouri and any St. Charles County officials and representatives.

(p) Indemnification.

(1) Seller hereby agrees to indemnify, protect, defend and hold Purchaser 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) relating to the Property (except acts occurring during the Due Diligence Period due to the conduct of Purchaser's agents or invitees) or as a result of a breach or inaccuracy of one of Seller's 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.

(2) Purchaser hereby agrees to indemnify, protect, defend and hold Seller and their heirs, personal representatives, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) caused by Purchaser after Closing (or as a result of a material breach or inaccuracy of one of Purchaser's 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, 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 (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). 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 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, and hereby unconditionally and irrevocably releases and discharges Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Purchaser or Seller, as applicable, against Affiliates, 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:

FARHAD KHANI

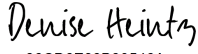
DocuSigned by:

52937886521D4E6...
Name: Farhad Khani

MICHELE KHANI

DocuSigned by:

E5C0B9CFA89B41A...
Name: Michele Khani

PURCHASER:

**O'FALLON SENIOR LIVING COMMUNITY,
LLC,**
a Missouri limited liability company

Signed by:

By: 36CD0E88B30546A...
Name: Denise Heintz
Title: Owner

LIST OF EXHIBITS AND SCHEDULES

EXHIBITS	DESCRIPTIONS
1. EXHIBIT A	LEGAL DESCRIPTION
2. EXHIBIT B	LIST OF SERVICE CONTRACTS
3. EXHIBIT C	FORM OF DEED
5. EXHIBIT D	FORM OF FIRPTA AFFIDAVIT
6. EXHIBIT E	FORM OF ASSIGNMENT OF INTANGIBLES

EXHIBIT A

DESCRIPTION OF PROPERTY

A TRACT OF LAND LOCATED IN PART OF U. S. SURVEY 1669, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE 5TH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI, AND PART OF MONSANTO ANIMAL AGRICULTURAL FARM, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 165 OF THE RECORDER'S OFFICE IN ST. CHARLES COUNTY, MISSOURI, AND BEING PART OF LARGER TRACTS OF LAND AS CONVEYED TO NOVUS CAMPUS, LLC BY INSTRUMENTS RECORDED IN BOOK 2178, PAGE 549 AND BOOK 2908, PAGE 2008 OF THE ABOVE SAID RECORDER'S OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF A TRACT OF LAND AS CONVEYED TO TRISTAR WING, L.L.C. BY INSTRUMENT RECORDED IN BOOK 2908, PAGE 2011 OF THE ABOVE SAID RECORDER'S OFFICE WITH THE SOUTHEASTERLY LINE OF WINGHAVEN BOULEVARD, 100 FEET WIDE, AS ESTABLISHED BY INSTRUMENT RECORDED IN BOOK 2012, PAGE 1562 AND BOOK 2012, PAGE 1729 OF THE ABOVE SAID RECORDER'S OFFICE; THENCE ALONG LAST SAID SOUTHEASTERLY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 59 DEGREES 43 MINUTES 48 SECONDS EAST 365.09 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25,837.45 FEET; THENCE NORTHEASTERLY ALONG LAST CURVE, WITH A CHORD WHICH BEARS NORTH 59 DEGREES 18 MINUTES 23 SECONDS EAST 379.19 FEET, AN ARC DISTANCE OF 379.19 FEET TO A POINT OF COMPOUND CURVATURE TO THE LEFT FOR WHICH THE RADIUS POINT BEARS NORTH 31 DEGREES 07 MINUTES 03 SECONDS WEST 550.00 FEET; THENCE NORTHEASTERLY ALONG LAST SAID CURVE, WITH A CHORD BEARS NORTH 45 DEGREES 56 MINUTES 38 SECONDS EAST 246.30 FEET, AN ARC DISTANCE OF 248.41 FEET; THENCE DEPARTING LAST SAID SOUTHEASTERLY LINE SOUTH 43 DEGREES 35 MINUTES 26 SECONDS EAST 393.28 FEET; THENCE SOUTH 39 DEGREES 22 MINUTES 43 SECONDS WEST 691.88 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 25 SECONDS WEST 283.56 FEET TO THE NORTHEASTERLY LINE OF THE ABOVE SAID TRISTAR WING, L.L.C. TRACT; THENCE ALONG LAST SAID NORTHEASTERLY LINE NORTH 53 DEGREES 57 MINUTES 22 SECONDS WEST 453.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 437,079 SQUARE FEET OR 10.034 ACRES MORE OR LESS ACCORDING TO CALCULATIONS PERFORMED BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. ON DECEMBER 22, 2004; ALSO BEING ALL OF ADJUSTED PARCEL B OF BOUNDARY ADJUSTMENT PLAT OF NOVUS CAMPUS ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 42, PAGE 37 AND 38 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS.

EXHIBIT B

LIST OF SERVICE CONTRACTS

None.

EXHIBIT C

FORM OF SPECIAL WARRANTY DEED

This DEED is made this __ day of _____, 202_, by and between Farhad Khani and Michele Khani, husband and wife, with an address of [_____] (“**Grantor**”) and [_____] (“**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 GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, 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 St. Charles and State of Missouri (the “Property”), to wit:

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

SUBJECT TO: The permitted exceptions described on **Exhibit B** attached hereto.

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 as above stated; 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.

Farhad Khani

Michele Khani

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally appeared Farhad Khani and Michele Khani, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission Expires:

Notary Public in and for said County and
State

[SEAL]

Print Name: _____

Exhibit A

LEGAL DESCRIPTION

[To be inserted and confirmed by Title Insurer]

Exhibit B

PERMITTED EXCEPTIONS

EXHIBIT D**FORM OF FIRPTA AFFIDAVIT**

Section 1445 of the Internal Revenue Code, as amended, provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the Transferee (as defined below) that withholding of tax is not required upon the disposition of a United States real property interest by _____, a _____ (the “**Transferor**”) to _____, a _____ (the “**Transferee**”) relating to the real property described on **Schedule A** hereto (the “**Transferred Interests**”), the undersigned, being first duly sworn upon oath, does hereby depose and say, and does hereby on behalf of the Transferor represent that the following is true as of the date hereof:

1. _____ is the _____ of Transferor, and is familiar with the affairs and business of Transferor;

2. Transferor is not a foreign person; that is, Transferor is not a nonresident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate (as all such terms are defined in the Internal Revenue Code of 1986, as amended, and United States Treasury Department Income Tax Regulations in effect as of the date hereof);

3. Transferor is a _____ duly organized, validly existing and in good standing under the laws of the State of _____;

4. Transferor’s United States employer identification number is _____;

5. Transferor’s office address and principal place of business is c/o _____; and

6. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

The undersigned and Transferor understand that this affidavit and certification may be disclosed to the United States Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

All terms (whether capitalized or not) used but not defined herein shall have the same respective meanings as in the Internal Revenue Code of 1986, as amended, and the United States Treasury Department Income Tax Regulations in effect as of the date hereof.

Under penalties of perjury, we declare that we have examined this affidavit and certificate, and to the best of our knowledge and belief, it is true, correct and complete. We further declare that we have authority to sign this affidavit and certificate on behalf of the Transferor.

IN WITNESS WHEREOF, Transferor has executed and delivered this FIRPTA Affidavit as of _____, 202__.

_____, a _____

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

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION OF INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLES (“**Assignment**”) dated as of [] (the “**Effective Date**”) between Farhad Khani and Michele Khani (“**Assignor**”) and [] (“**Assignee**”).

A. Assignor has conveyed to Assignee that certain parcel of real property and improvements located at _____ pursuant to that certain Real Estate Sale Agreement, dated as of _____, 202__ (the “**Agreement**”) by and between Assignor, as Seller, and Assignee, as Purchaser. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

B. Assignor and Assignee have also agreed to complete an assignment and transfer of all of Assignor and its affiliate(s) right, title and interest in and to all of the intangible property directly or indirectly related to the real property legally described on Exhibit A attached hereto (the “Property”), on the terms and conditions contained herein.

C. Assignor now desires to assign and transfer to Assignee all of Assignor’s right, title and interest in, to and under the Intangibles (defined below).

1. Definition of Intangibles. For purposes of this Assignment, “Intangibles” shall mean the following: (i) all licenses, contracts, permits, certificates of occupancy, approvals, dedications, or entitlements issued, approved or granted by federal, state or municipal authorities or otherwise in connection with the Property and its renovation, construction, use, maintenance, repair, leasing or operation; and (ii) all licenses, consents, easements, rights of way and approvals required from private parties to make use of utilities, to insure pedestrian ingress and egress to the Property and to insure continued use of any vaults under public rights-of-way presently used in the operation of the Property or contemplated to be used in any project to be located at the Property.

2. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged and agreed and to the maximum extent permitted by applicable law, Assignor hereby grants, transfers and assigns to Assignee all of its right, title and interest of Assignor in and to the Intangibles and Assignee hereby assumes all of Assignor’s right, title and interest in and to the Intangibles. To the extent that any affiliate(s) of Assignor are the direct or indirect owner of any Intangibles related to the Property, the Assignor shall cause such affiliate(s) to enter into an assignment in substantially the same form as this Assignment assigning such affiliate(s) right, title and interest in and to the Intangibles to the Assignee.

3. Indemnity. Assignor agrees to indemnify, protect, defend and hold Assignee and its officers, directors, members, 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) (collectively, “**Losses**”) relating to the Intangibles and accruing any time prior to the Closing or relating to time periods prior to Closing, including without limitation, any amounts related to the Intangibles that are payable by Assignor pursuant to Section 3 of this Assignment. Assignee agrees to indemnify, protect, defend and hold Assignor and its officers, directors, members, partners, shareholders, employees and agents harmless from and against any Losses relating to the Intangibles and accruing any time after the Closing or relating to time periods after Closing, including without limitation, any amounts related to the Intangibles that are payable by Assignee pursuant to Section 3 of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

6. Governing Law. This Assignment shall be governed and interpreted in accordance with the laws of the State of Missouri.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

FARHAD KHANI

Name: Farhad Khani

MICHELE KHANI

Name: Michele Khani

ASSIGNEE:

By: _____

Name: _____

Its:

EXHIBIT A TO ASSIGNMENT OF INTANGIBLES

LEGAL DESCRIPTION

STATE OF MISSOURI



Denny Hoskins
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

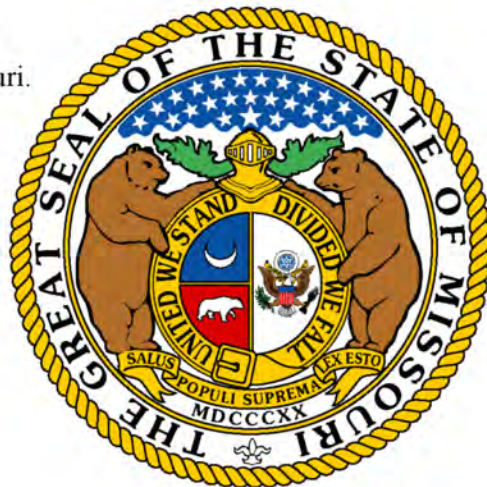
O'FALLON SENIOR LIVING COMMUNITY, LLC
LC014645101

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.

O'Fallon Senior Living Community, LLC ("Applicant") seeks a Certificate of Need to construct a new 60,044 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 100-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. O'Fallon Senior Living Community will address the concerns and expectations of the modern senior citizen in a beautiful and spacious environment. Co-locating Project #6233 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 #6233 RS is poised to serve the immediate need of seniors and aging parents of current O'Fallon residents, as well as the long-term demands of the new baby boomer consumer.

Overview Summary

- Applicant: O'Fallon Senior Living Community, LLC an O'Reilly Development entity
- Project #6233 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 100 Independent Living units
- Developed by: O'Reilly Development Company of Springfield, Missouri
- Owned and Operated by: O'Fallon 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 #6233 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 7 through 13 of Attachment 2-5.

Memory Care

Project #6233 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 7 through 13 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 100 apartments on four 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 #6233 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: 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

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 #6233 RS will require 60,044 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 #6233 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 119,492. See Attachment 2-10.1 and 2-10.2.

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

Through interviews with local healthcare providers—including therapy, private duty care, home health, and other senior-focused services—a clear theme emerged: South O'Fallon lacks adequate options for senior living and supportive services. Providers consistently emphasized the need for enhanced opportunities for socialization, dining, transportation, and reliable staffing.

Currently, only two senior living options exist in South O'Fallon, with most other services concentrated in North O'Fallon—an 18–20 minute drive. Professionals agreed that additional resources are needed in the southern part of the area.

Socialization

Project #6233 RS will offer multiple avenues for resident engagement. Daily programs and events encourage interaction, while the Arrow App (powered by Cubigo) will connect residents by common interests and provide access to virtual events, ensuring abundant opportunities for connection and enrichment.

Dining

Dining will exceed local standards. Assisted living residents will enjoy chef-prepared meals with all day dining (7a.m. – 7p.m.) in a private dining environment. Memory care residents will participate in family-style dining choosing their own meals in a supportive, communal setting.

Transportation

Transportation remains a challenge in the market, with limited availability and high costs cited as concerns. Project #6233 RS will provide scheduled transportation, accessible on a first-come, first-served basis, with priority for medical appointments to ensure residents' needs are met.

Staffing

Staffing shortages, particularly during peak times, were a common concern among providers. Project #6233 RS addresses this challenge through Archer, a proprietary staffing platform. The Archer enables team members to trade or pick up shifts and includes built-in incentives for hard-to-fill roles. Importantly, The Archer's system is tied to state staffing regulations and dynamically adjusts based on resident acuity, ensuring compliance and quality care. *(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 Senior Living's established density in St. Charles County, Project #6233 RS will benefit from a shared pool of on call employee who can access The Archer to pick up shifts at the community. This ensures a more reliable workforce and greater staffing flexibility.

Affordability

Affordability was a consistent concern raised in interviews. Project #6233 RS addresses this by meeting resident needs at the lowest appropriate level of care. Proactive moves to independent living, co-located on the same campus as higher levels of care, provide a cost-effective option while allowing seamless transitions as needs change.

The strategy is to reserve assisted living and memory care for residents requiring personal care or assistance with daily activities support, while utilizing independent living for earlier, proactive transitions.

Technology & Innovation

Project #6233 RS will enhance safety and care through AI Driven tools such as Inspiren, which offers fall detection and emergency response monitoring. These systems help staff intervene quickly during changes of condition, improving outcomes.

All technology platforms will be integrated into Arrow's business intelligence system, which unifies data from multiple, otherwise disconnected sources. This integration provides real-time insights into the resident health trends supporting timely care plan updates and proactive interventions.

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 freest three full years of operations 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 a 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.

Applicant received input on preferences from the residents across the other Arrow Senior Living communities in St. Charles County. Applicant also telephoned seniors and care professionals in home health, rehab centers, senior centers, and private duty care in St. Charles County 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 South O'Fallon 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 #6233 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 #6233 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 #6233 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 #6233 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 South O'Fallon market. Project #6233 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.*

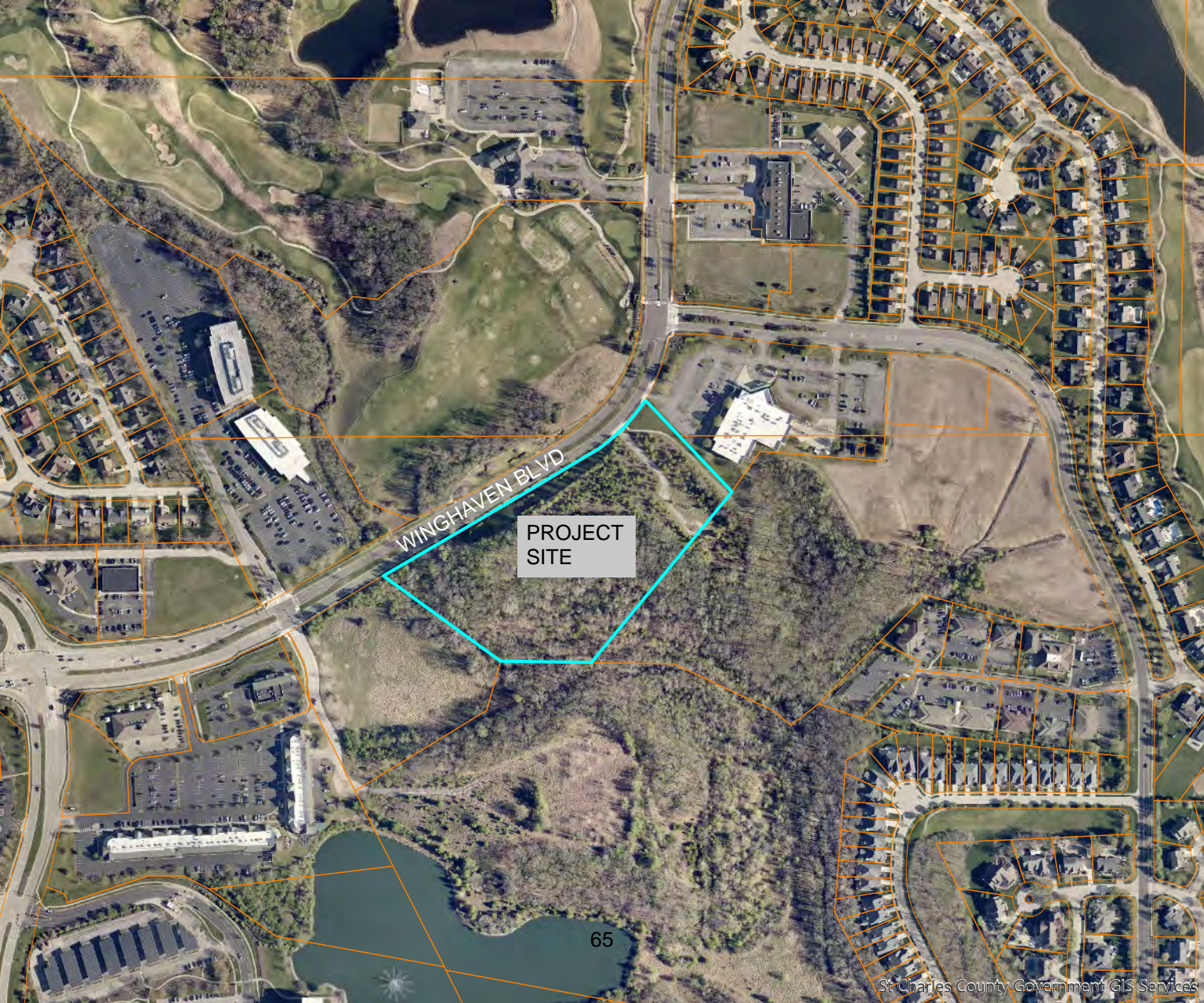
16. Document that providers of similar health services in the proposed 15-mile radius have been notified of the application by a public notice in the local newspaper.

Notice was published in the St. Louis Post-Dispatch and Community News. See Attachment 2-16.1 and 2-16.2.

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

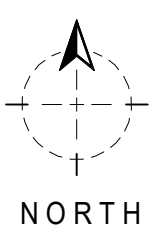


WINGHAVEN BLVD

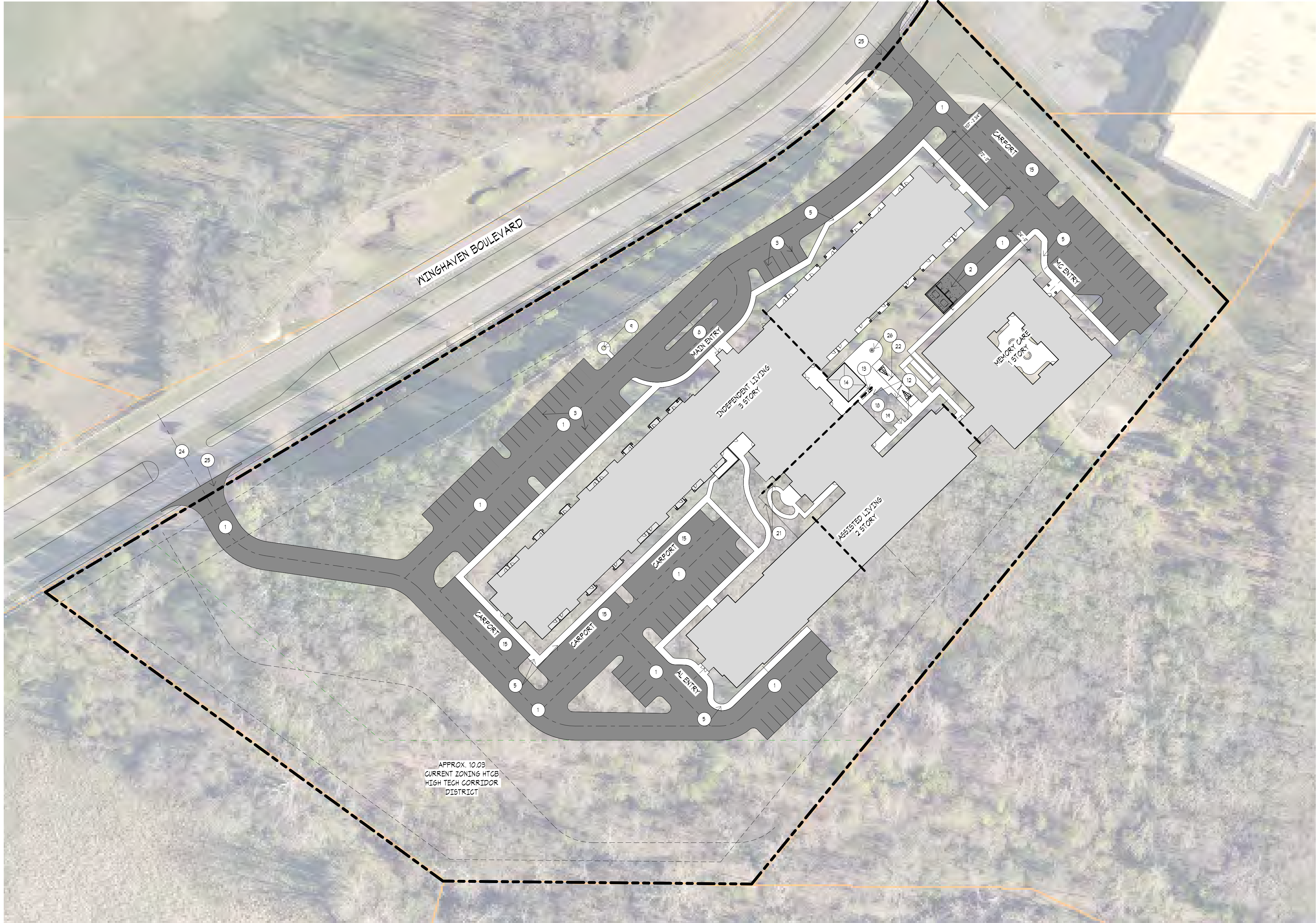
PROJECT
SITE

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A12 SITE PLAN
1" = 40'-0"



SITE PLAN NOTES

- THESE NOTES ONLY APPLY TO THIS SHEET
1. ASPHALT PAVING. RE: CIVIL.
 2. CONCRETE PAVING. RE: CIVIL.
 3. 4" STRIPING WHITE. TYPE
 4. 4" CONCRETE PATIO. RE: CIVIL.
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 23. RETAINING WALL.
 24. MEDIAN CUT. RE: CIVIL.
 25. CONCRETE DRIVE ENTRANCE. RE: CIVIL.
 26. FIRE PIT.

SITE PLAN GENERAL NOTES

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- B. ALL SIGNAGE TO BE PERMITTED SEPARATELY.
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- G. DOG AREA TO RECEIVE IRIGNE RESISTANT ARTIFICIAL TURF.
- H. ALL AREAS ARE TO BE SODDED AND RECEIVE IRRIGATION. INCLUDING AREAS IN ROW.

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MISSOURI CERTIFICATE
OF AUTHORITY NO. 000073

O'FALLON SENIOR LIVING
HAMMOCK COURT AT WINGHAVEN BOULEVARD
O'FALLON, ST. CHARLES COUNTY, MISSOURI

STARK WILSON DUNCAN ARCHITECTS INC
3115 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698 F 816.532.1978

SEAL



SITE PLAN

ISSUE DATE:
8/22/2025
REVISIONS:

PROJECT NO.:2507

SP1.1

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O'FALLON SENIOR LIVING
HAMMOCK COURT AT WINGHAVEN BOULEVARD
O'FALLON, ST. CHARLES COUNTY, MISSOURI



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

SHEET LIST - VOLUME 1

SHEET LIST - ARCHITECTURAL

SP1.1	SITE PLAN
A0.1	CODE ANALYSIS
A0.2	CODE ANALYSIS
A0.3	CODE ANALYSIS
A0.4	CODE ANALYSIS
MGAL A1.1	MGAL OVERALL PLANS
MGAL A1.2	LOWER LEVEL FLOOR PLAN - ASSISTED LIVING
MGAL A1.3	MAIN LEVEL PARTIAL FLOOR PLAN - AL NORTH
MGAL A1.4	MAIN LEVEL PARTIAL FLOOR PLAN - AL SOUTH
MGAL A1.5	THIRD LEVEL PARTIAL FLOOR PLAN - MC
MGAL A1.6	THIRD LEVEL PARTIAL FLOOR PLAN - AL NORTH
MGAL A1.7	THIRD LEVEL PARTIAL FLOOR PLAN - AL SOUTH
MGAL A4.1	ENLARGED PLANS - MGAL UNIT TYPES
IL A1.1	IL OVERALL PLANS
IL A1.2	IL OVERALL PLANS

UNIT MATRIX - MEMORY CARE	
UNIT TYPE	QUANTITY
MC STUDIO	20
Grand total: 20	20

UNIT MATRIX - ASSISTED LIVING	
UNIT TYPE	QUANTITY
AL 1 BDRM	23
AL 2 BDRM	4
AL STUDIO	21
Grand total: 48	48

UNIT MATRIX - INDEPENDENT LIVING	
UNIT TYPE	QUANTITY
1 BED 1 BA	51
2 BED 2 BA	33
STUDIO	16
Grand total: 100	100

BUILDING AREA			
	STORIES	AREA	SUBTOTAL
MEMORY CARE	1	13,504	13,504
ASSISTED LIVING	3		46,540
FIRST FLOOR		4,100	
SECOND FLOOR		23,546	
THIRD FLOOR		19,094	
INDEPENDENT LIVING	4		112,495
NORTH			
FIRST FLOOR		13,193	
SECOND FLOOR		13,201	
THIRD FLOOR		13,201	
CENTER			
FIRST FLOOR		10,342	
SECOND FLOOR		4,195	
THIRD FLOOR		4,184	
FOURTH FLOOR		3,553	
SOUTH			
FIRST FLOOR		11,006	
SECOND FLOOR		16,400	
THIRD FLOOR		16,400	
TOTAL			112,995

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 EX. BUILDING SPECIFIC REQUIREMENTS & EXTENTS OF THE WORK PRIOR TO BIDDING. NO CHANGES IN THE CONTRACT SHALL BE CONSIDERED FOR INFORMATION DISCERNIBLE FROM THE EX. CONDITIONS OR THE DRAWINGS.
- C. DO NOT SCALE DRAWINGS. FIELD VERIFY ALL EX. CONDITIONS, DIMENSIONS, ELEVATIONS PRIOR TO ORDERING, FABRICATION, ETC.
- D. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS PRIOR TO BID. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS & EX. CONDITIONS.
- E. ALL WORK TO BE PERFORMED IN A FIRST CLASS, PROFESSIONAL, CODE COMPLIANT MANNER.
- F. REFERENCE ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING & ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
- G. INSTALL NON-EXPANDING SPRAY FOAM INSULATION AT WINDOW & EXTERIOR DOOR BLOCKING. SEAL ALL CRACKS, GAPS & HOLES (FLOOR / WALL JOINT, WALL TOP PLATE, ELEC. OUTLET BOXES, WIP. PENETRATING STOPS, HVAC SUPPLY & RETURN BOOTS, ETC.) IN THE GYP. BD. BUILDING ENVELOPE (WALLS & CEILINGS) W/ CAULK OR EXPANDING FOAM.
- H. CAULK ALL JOINTS BETWEEN DISMILAR MATERIALS FOR WEATHERPROOF, WATERPROOF, AIRTIGHT, ETC. PERFORMANCE.
- I. ALL COLORS ARE TO BE SELECTED FROM MANUFACTURERS FULL RANGE.
- J. REFER TO DOOR SCHEDULE FOR DOOR & HARDWARE REQUIREMENTS. THE HINGE SIDE FO THE DOOR JAMB SHALL BE AS FOLLOWS:
- a. 4" IN RESIDENT UNITS AT FREHWG DOORS.
- b. 6" IN COMMON AREA & RESIDENT UNIT ENTRY DOORS WHEN CASING 3" & OVER IS SCHEDULED.
- K. TERVITE TREATMENT SHALL BE INSTALLED PRIOR TO BUILDING SLAB INSTALLATION.
- L. INTERIOR TRIM: COORDINATE WITH ID DRAWINGS. LEAN RAIL: MC & AL - PROVIDE LEAN RAIL EA. SIDE OF CORRIDOR. IL - LEAN RAIL ON ONE SIDE, CHAIR RAIL THE OTHER.
- M. ALL ROOFTOP & GROUND MOUNTED EQUIPMENT ARE TO BE SCREENED FROM THE STREET.
- N. RESIDENT MONITORING SYSTEM SHALL BE PROVIDED BY THE OWNER. ALL ELECTRICAL REQUIREMENTS SHALL BE COORDINATED WITH THE VENDOR. RESIDENT MONITORING SYSTEM SHALL BE INSTALLED IN ALL MEMORY CARE & ASSISTED LIVING RESIDENT UNITS. RESIDENT MONITORING SYSTEM REQUIRES A DUPLEX RECEPTACLE MOUNTED AT THE CEILING. COORD. WITH ELECTRICAL.
- O. NURSE CALL SYSTEM IS TO BE PROVIDED IN THE FOLLOWING AREAS:
- a. MEMORY CARE RESIDENT UNITS: BED AREA & BATHROOMS.
- b. ASSISTED LIVING RESIDENT UNITS: BED AREA, & BATHROOMS.
- c. MEMORY CARE, ASSISTED LIVING, & INDEPENDENT LIVING COMMON AREA RESTROOMS.
- d. INDEPENDENT LIVING POOL.

PROJECT TEAM

ARCHITECT

STARK WILSON DUNCAN ARCHITECTS INC
315 NICHOLS RD, SUITE 228
KANSAS CITY, MISSOURI 64112
816.531.1698

OWNER

O'REILLY DEVELOPMENT CO.
5051 S. NATIONAL AVENUE 4-100
SPRINGFIELD, MO 65810
417.843.6006

MANAGEMENT COMPANY

ARROW SENIOR LIVING
3833-1 RUE ROYALE
ST. CHARLES, MO 63501
636.124.1166

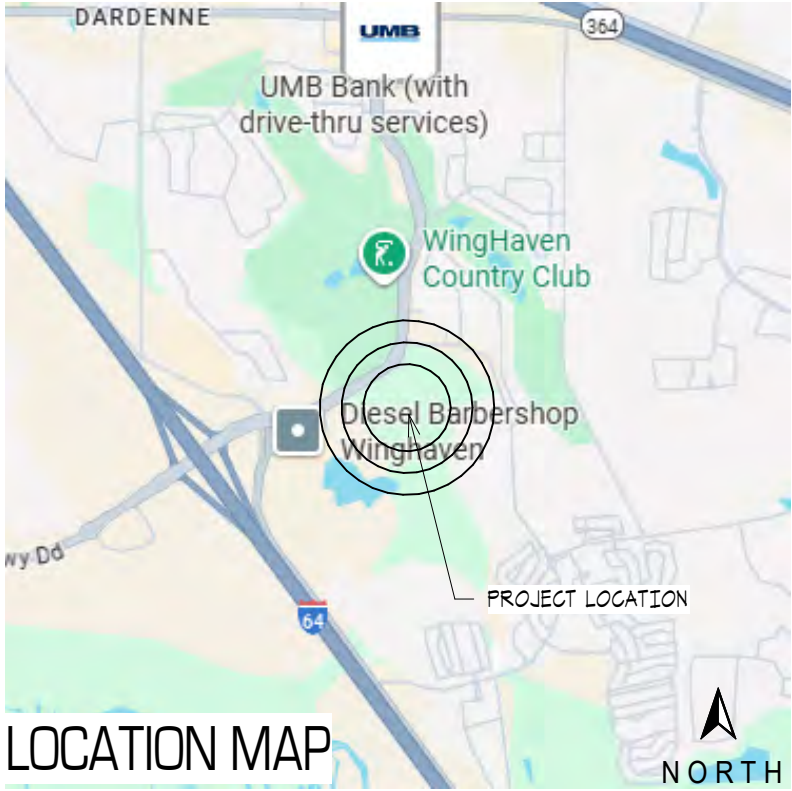
STRUCTURAL

BOB D. CAMPBELL & CO.
4338 BELLEVUE
KANSAS CITY, MO 64111
816.531.4144

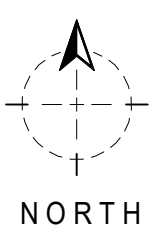
MECHANICAL/ELECTRICAL/ PLUMBING

HOSS & BROWN ENGINEERS
11205 W. 14TH ST
LENEXA, KS 66214
913.362.9090

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8/22/2025

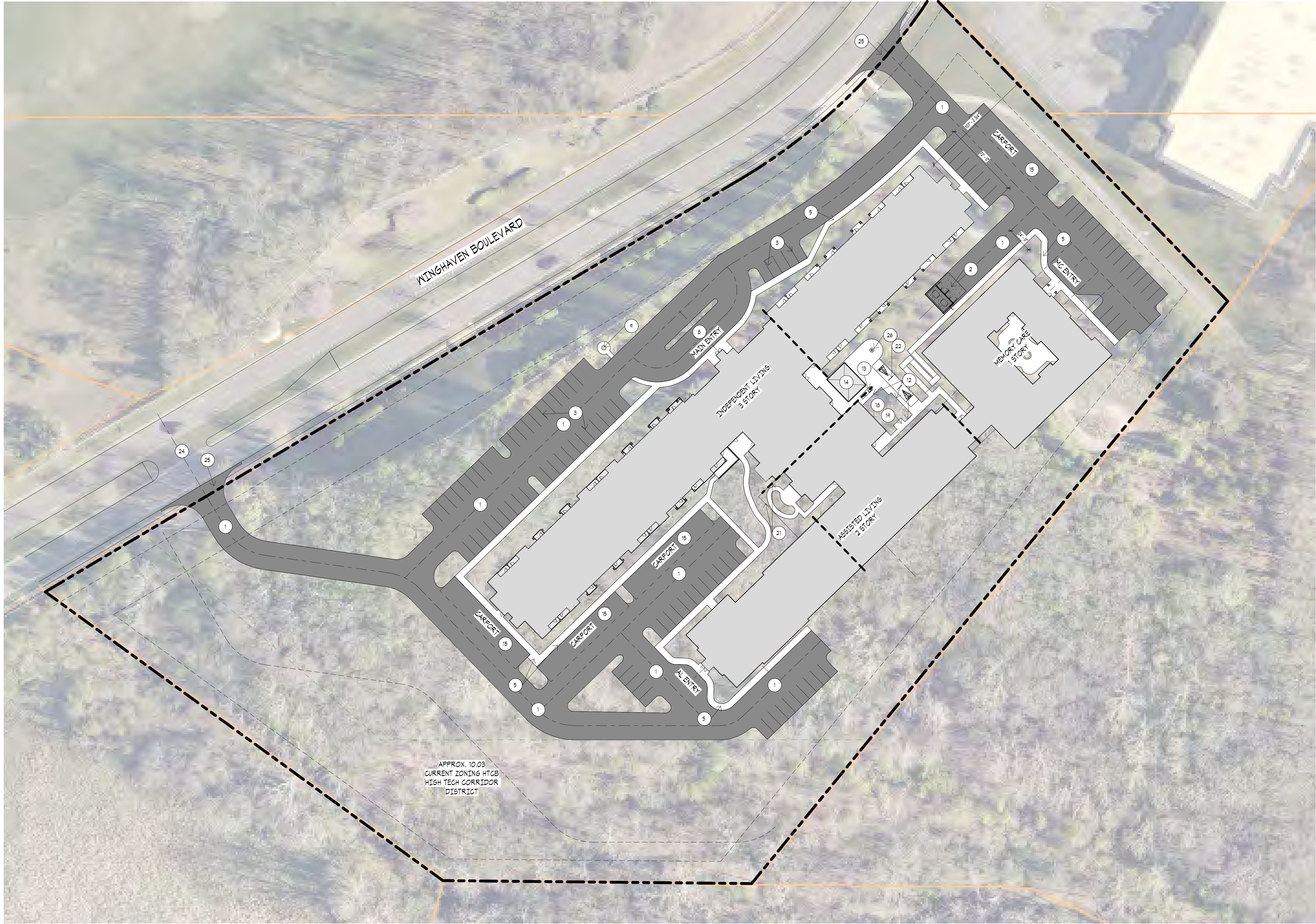


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A12 SITE PLAN

1" = 40'-0"



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OF AUTHORITY NO. 000073

O'FALLON SENIOR LIVING
HAMMOCK COURT AT WINGHAVEN BOULEVARD
O'FALLON, ST. CHARLES COUNTY, MISSOURI

STARK WILSON DUNCAN ARCHITECTS INC
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698 F 816.532.1978

SEAL



SITE PLAN

ISSUE DATE:
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PROJECT NO.:2507

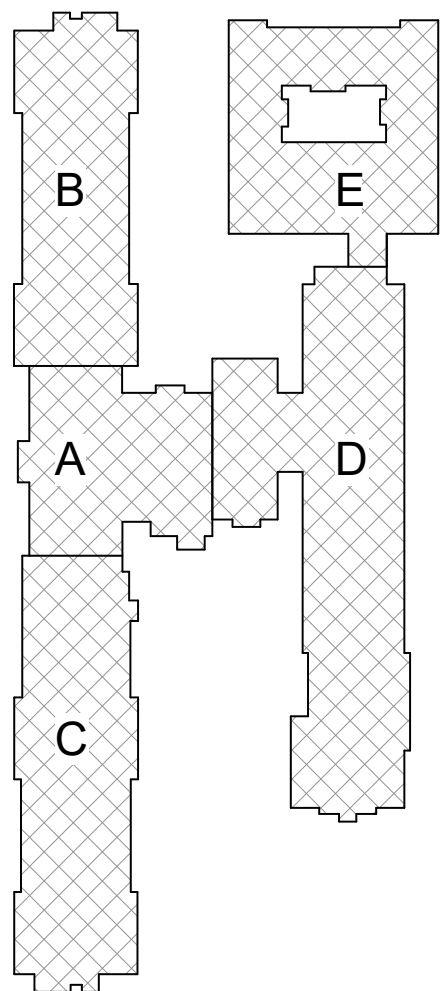
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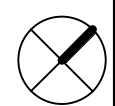
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A12 LOWER LEVEL FLOOR PLAN

1/16" = 1'-0"



KEY PLAN

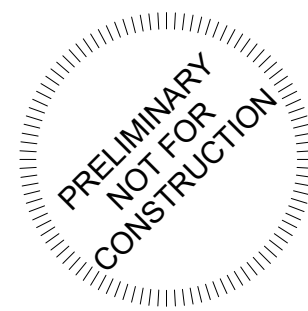


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HAMMOCK COURT AT WINGHAVEN BOULEVARD
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315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698 F 816.532.1978

SEAL



CODE ANALYSIS

ISSUE DATE:
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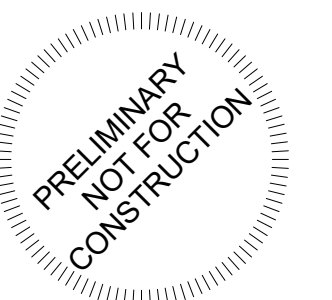
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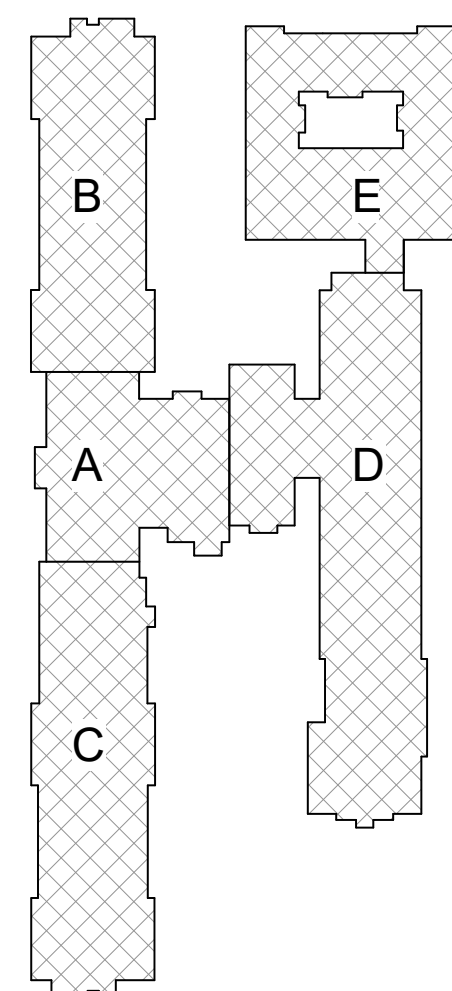
CODE ANALYSIS

ISSUE DATE:
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REVISIONS:

PROJECT NO.:2507

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KEY PLAN



A12 MAIN LEVEL FLOOR PLAN
1/16" = 1'-0"

$$\frac{1}{16"} = 1'-0"$$

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1 THIRD LEVEL FLOOR PLAN
1/16" = 1'-0"

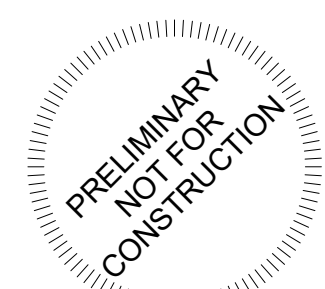


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MISSOURI
CERTIFICATE OF AUTHORITY. 000073

OFALLON SENIOR LIVING
HAMMOCK COURT AT WINGHAVEN BOULEVARD
OFALLON, ST. CHARLES COUNTY, MISSOURI

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

SEAL



CODE ANALYSIS

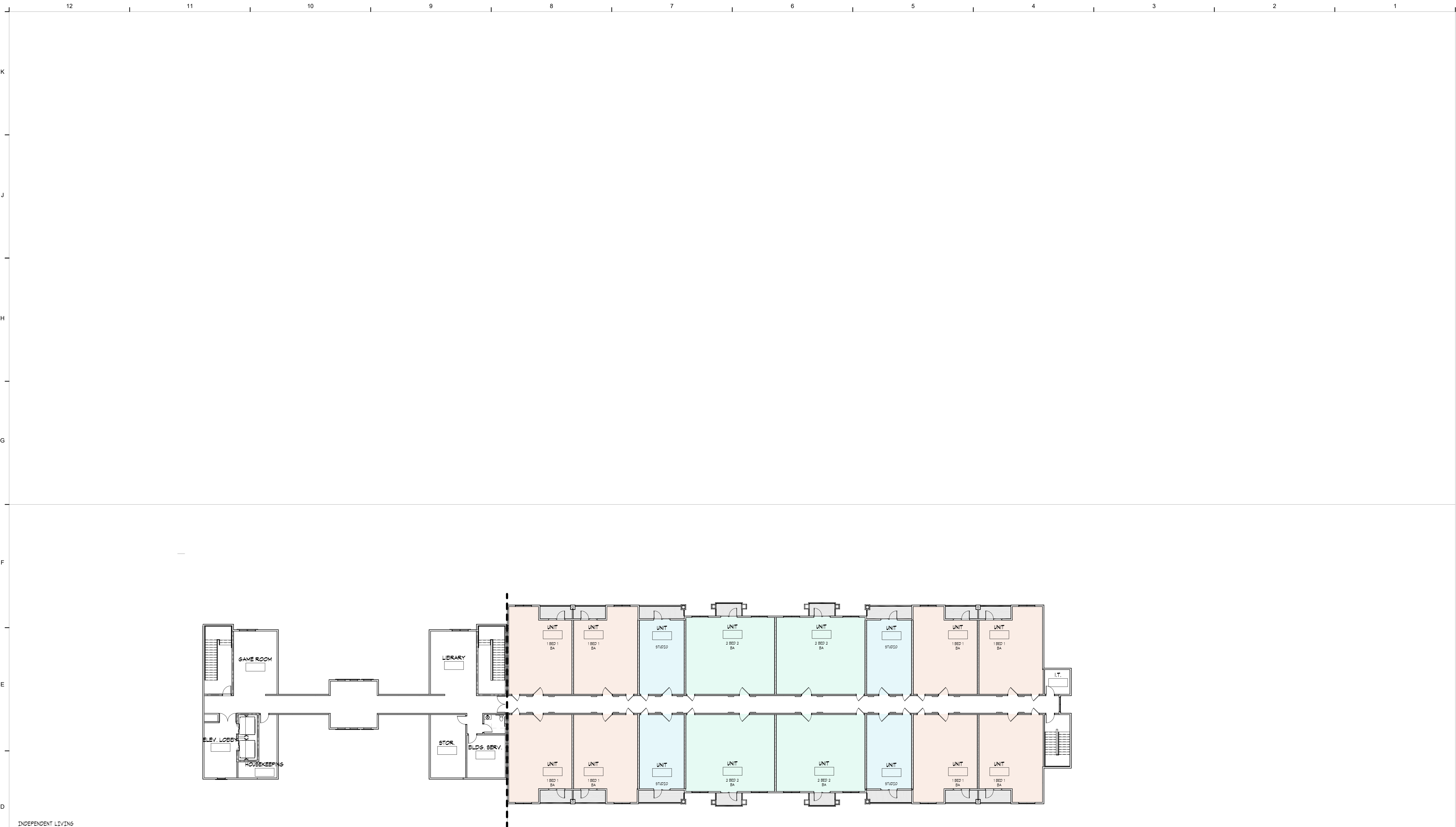
ISSUE DATE:
8/22/2025
REVISIONS:
No. Description Date

PROJECT NO.:2507

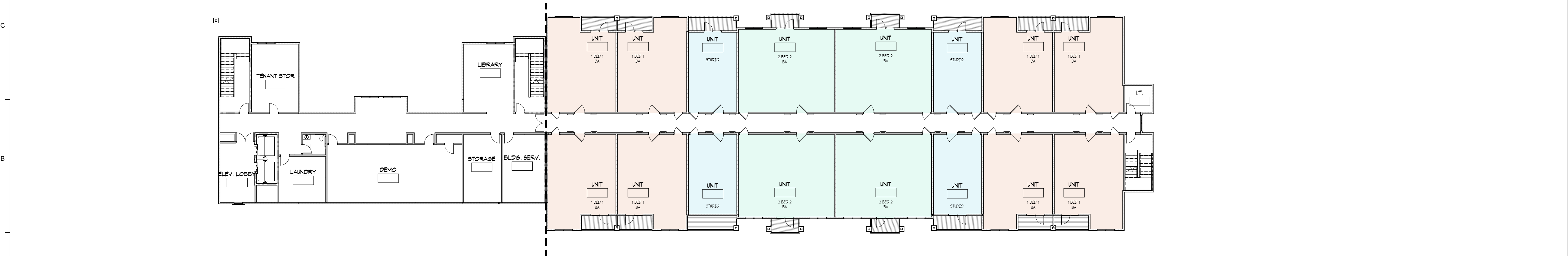
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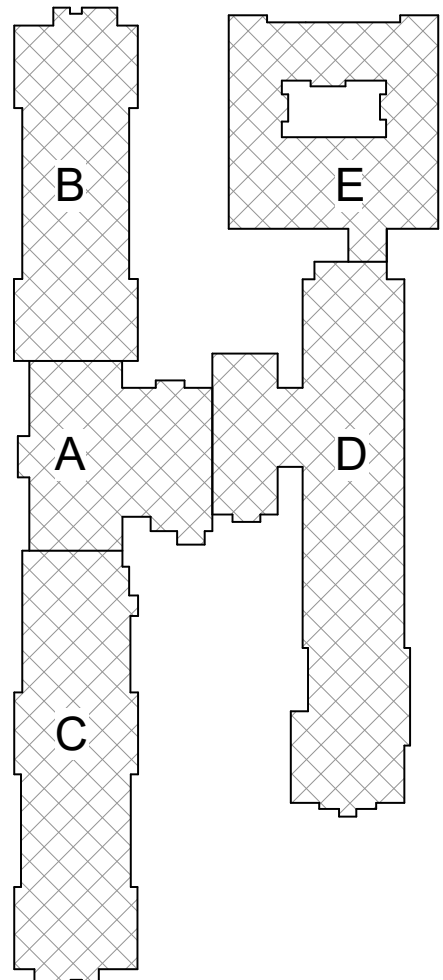
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INDEPENDENT LIVING
NORTH 3RD FLOOR
CENTER 4TH FLOOR
D12 FIFTH LEVEL FLOOR PLAN
1/16" = 1'-0"



INDEPENDENT LIVING
NORTH 2ND FLOOR
CENTER 3RD FLOOR
A12 FOURTH LEVEL FLOOR PLAN
1/16" = 1'-0"



KEY PLAN



EST 1935

ARCHITECTURAL CORPORATION
MISSOURI
CERTIFICATE OF AUTHORITY: 000073

O'FALLON SENIOR LIVING
HAMMOCK COURT AT WINGHAVEN BOULEVARD
O'FALLON, ST. CHARLES COUNTY, MISSOURI

STARK WILSON DUNCAN ARCHITECTS, INC.
3115 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698
WWW.SWDARCHITECTS.COM

SEAL

PRELIMINARY
NOT FOR
CONSTRUCTION

CODE ANALYSIS

ISSUE DATE:
8/22/2025

REVISIONS:

No.	Description	Date
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PROJECT NO.:2507

A0.4

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G12 THIRD LEVEL FLOOR PLAN
1/16" = 1'-0"

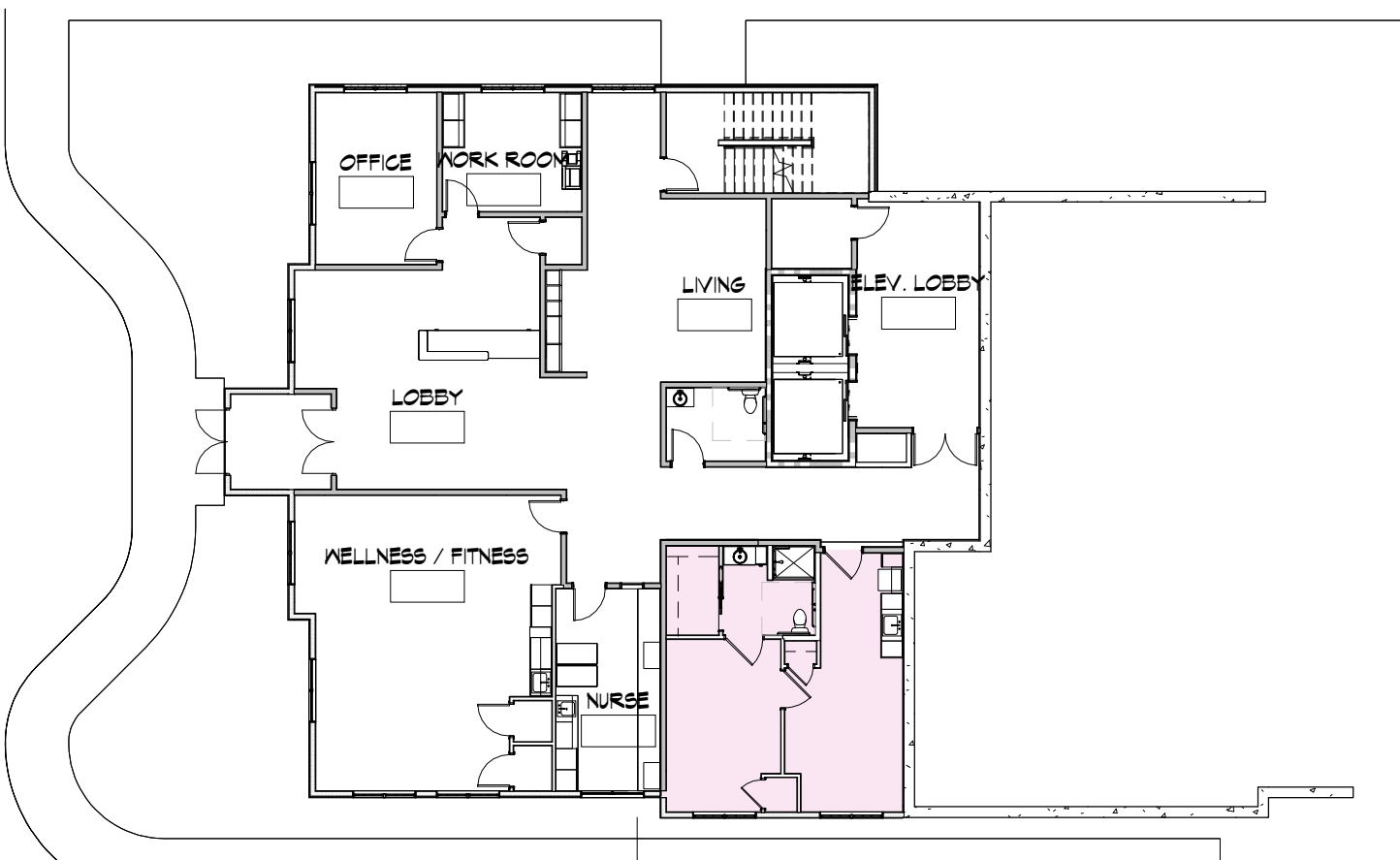
Room Legend

- AL 1 BDRM
- AL 2 BDRM
- AL STUDIO



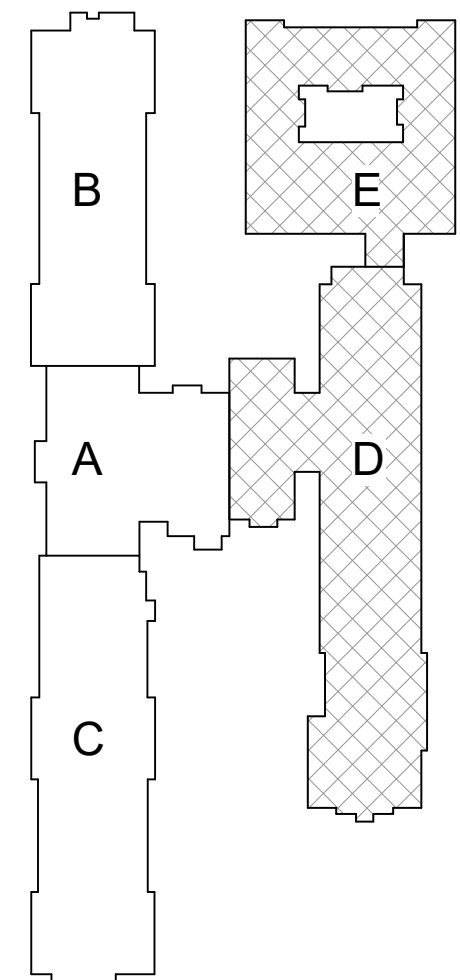
C12 MAIN LEVEL FLOOR PLAN
1/16" = 1'-0"

A12 LOWER LEVEL FLOOR PLAN
1/16" = 1'-0"



UNIT MATRIX - ASSISTED LIVING	
UNIT TYPE	QUANTITY
AL 1 BDRM	23
AL 2 BDRM	4
AL STUDIO	21
Grand total:	48

UNIT MATRIX - MEMORY CARE	
UNIT TYPE	QUANTITY
MC STUDIO	20
Grand total:	20



KEY PLAN

FLOOR PLAN NOTES

1. WALL TO EXTEND TO BOTTOM OF DECK.
2. WALK IN BATH TUB. RE: MEP
3. SWIMMING POOL & EQUIPMENT ROOM, RESTROOM WALLS & CEILING TO BE INSULATED WITH CLOSED CELL SPRAY FOAM INSULATION. PROVIDE STILL SEALER UNDER ALL WALLS.
4. REFER TO FOOD SERVICE DOCUMENTS FOR EQUIPMENT LOCATIONS. COORD. W/ MEP.
5. SWIMMING POOL.
6. PRIVACY SCREEN, EXTERIOR GRADE 2X6 FRAMING W/ 1/2" SHEATHING, AIR WEATHER BARRIER, W/ GEMENT BOARD SIDING AT EA. FACE. PREFINISHED METAL CAP FLASHING. HEIGHT 6'-0". VENT. BOARD & BATT SIDING TYP.
7. VTAG UNIT TYP. PROVIDE RATED PLATFORM. SIZE OF SPACE TO BE COORD. W/ MANUFACTURER.
8. ALL WALLS THIS AREA TO RECEIVE ROOF TRIM W/ DRESSING. PAINT. REFER TO INTERIOR DESIGN DRAWINGS.
9. STEEL COLUMNS TO RECEIVE INTUMESCENT PAINT FIREPROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y681. RE: A01.
10. ADJUSTABLE SHELVING, BRACKETS & STANDARDS. 5 SHELVES TYP.

FLOOR PLAN GENERAL NOTES

1. EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.
2. FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.
3. PROVIDE 1" INSTALL MOISTURE RESISTANT GYP. BD. ON WALLS & CEILING IN BATHS, RESTROOMS, UNIT OR CLOSETS, POOL, EQUIPMENT ROOM, SPA, SALON. 1 FULL HEIGHT OF ALL CABINET WALLS WHERE SINKS ARE LOCATED. 042400
4. INSTALL TILE BACKER BOARD ON WALL. SCHEDULED TO RECEIVE CERAMIC TILE. 092900
5. MOLDED ONE PIECE SHOWER UNITS KILL REQUIRE FIRE RATED WALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQUIRED TO EXTEND OVER SHOWER FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE OR LVT FLOORING ON ROOF TRUSS CONSTRUCTION ABOVE. MAXIMUM CORP. TO BE INSTALLED UNDER GYP. UNDERLAYMENT.
6. ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
7. ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
8. ALL FLOOR/CEILING, ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FLASHED. PRECASTED, SHOCK/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATING OF THE RESPECTIVE ASSEMBLIES, AS REQUIRED BY CODE. RE: CODE ANALYSIS FOR ADDITIONAL INFORMATION. 010405
9. CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATER TIGHT, AIR TIGHT, ETC. PERFORMANCE.
10. ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULLEST EXTENT FEASIBLE.
11. INSTALL 2X ROOF BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 081000.
12. REFER TO 610/44.4 FOR TYPICAL MOUNTING HEIGHTS.
13. GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL AV EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS.
15. SWIMMING POOL DESIGN SHALL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL.
 - A. POOL TO BE HEATED
 - B. PROVIDE ADA LIFT
 - C. 42" DEEP WATER LEVEL
 - D. CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.
16. DUCT WORK IN SWIMMING POOL, POOL EQUIPMENT ROOM, RESTROOMS ETC. SHALL ALL BE WRAPPED WITH INSULATION.
17. FIRE BLOCKING SHALL BE INSTALLED IN CONCEALED SPACES. LOCATION INCLUDE BUT ARE NOT LIMITED TO:
 - a. STUD WALLS, INCLUDING PURRED SPACE. SPACING NOT TO EXCEED 10 FEET.
 - b. CONNECTION BETWEEN VET. & HORIZ. SPACES AT SOFFITS.
 - c. BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF RUN.
 - d. EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS.
18. ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y681. RE: A01.
19. REFER TO SHEET A02 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
20. SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.

ITEMS TO BE PROVIDED BY OWNER
INSTALLED BY CONTRACTOR

1. COMMON AREA MIRRORS
2. PAPER TOWEL DISPENSERS
3. SOAP DISPENSERS IN COMMON AREA.
4. COMMON AREA MIRRORS.
5. INTERIOR SIGNAGE.

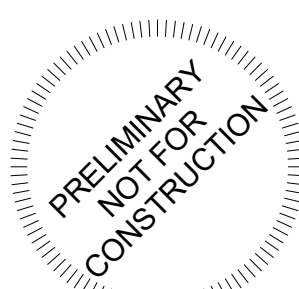


ARCHITECTURAL CORPORATION
MISSOURI
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315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698
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SEAL



MCAL OVERALL
PLANS

ISSUE DATE:
8/22/2025

REVISIONS:

No. Description Date

PROJECT NO.:2507

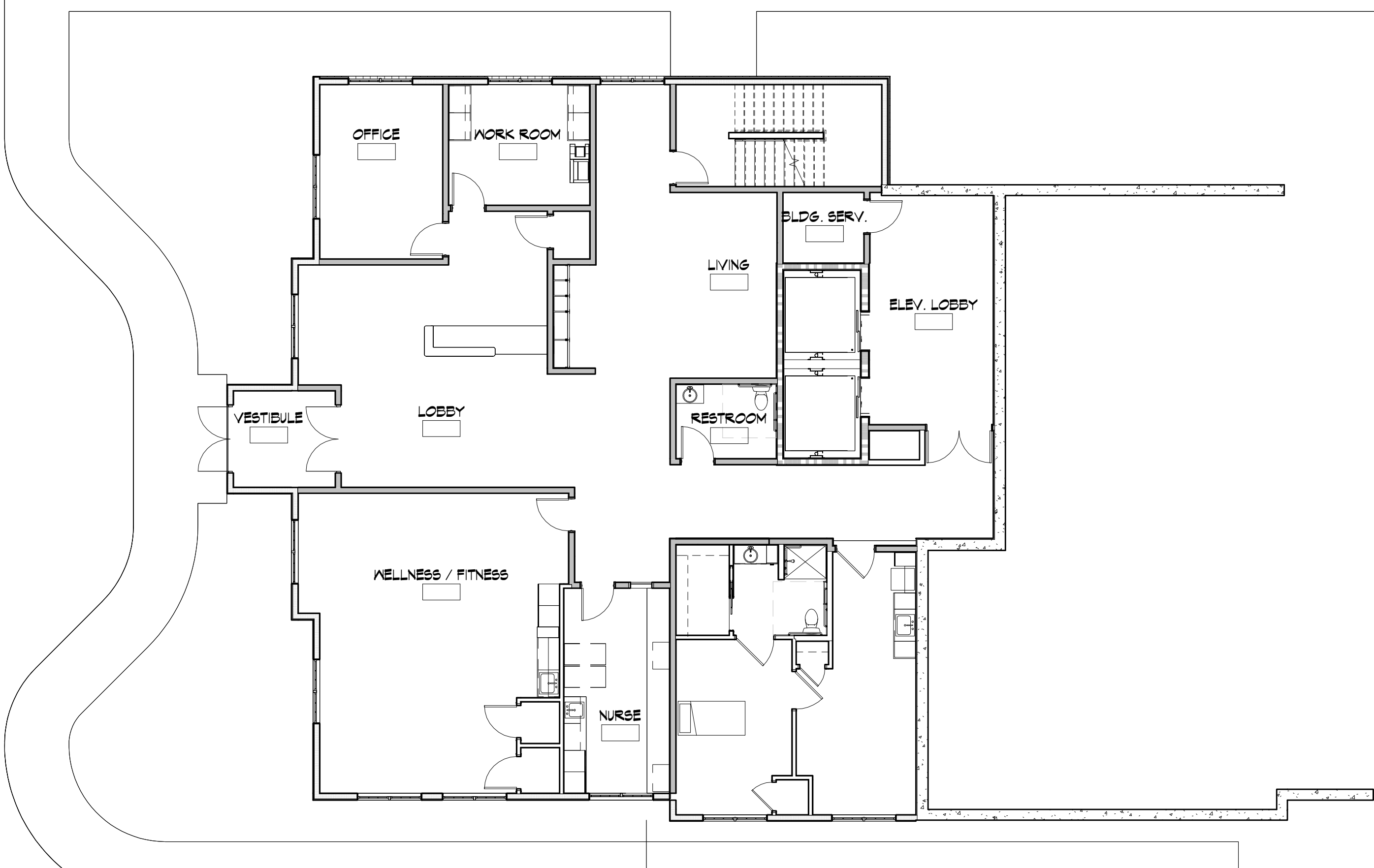
MCAL
A1.1

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A12 LOWER LEVEL FLOOR PLAN

1/8" = 1'-0"



FLOOR PLAN NOTES

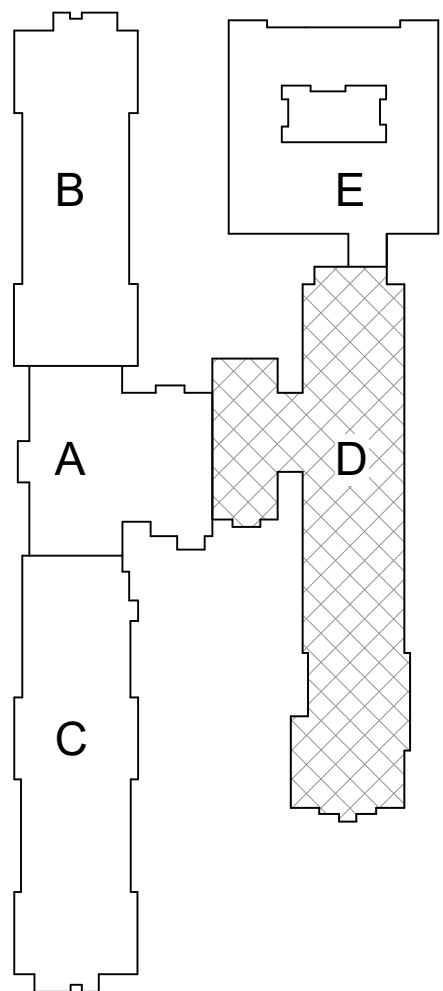
1. WALL TO EXTEND TO BOTTOM OF DECK.
2. WALK IN BATH TUB. RE: MEP
3. SWIMMING POOL & EQUIPMENT ROOM, RESTROOM WALLS & CEILING TO BE INSULATED WITH CLOSED CELL SPRAY FOAM INSULATION. PROVIDE STILL SEALER UNDER ALL WALLS.
4. REFER TO FOOD SERVICE DOCUMENTS FOR EQUIPMENT LOCATIONS. COORD. W/ MEP.
5. SWIMMING POOL.
6. PRIVACY SCREEN. EXTERIOR GRADE 2X6 FRAMING W/ 1/2" SHEATHING. AIR WEATHER BARRIER. W/ GEMENT BOARD SIDING AT EA. FACE. PREFINISHED METAL CAP FLASHING. HEIGHT 6'-0". VENT. BOARD & BATT SIDING TYP.
7. VTAG UNIT TYP. PROVIDE RATED PLATFORM. SIZE OF SPACE TO BE COORD. W/ MANUFACTURER.
8. ALL WALLS THIS AREA TO RECEIVE ROOF TRIM WAINSCOT. PAINT. REFER TO INTERIOR DESIGN DRAWINGS.
9. STEEL COLUMNS TO RECEIVE INTUMESCENT PAINT FIREPROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y681. RE: A0.1.
10. ADJUSTABLE SHELVING, BRACKETS & STANDARDS. .5 SHELVES TYP.

FLOOR PLAN GENERAL NOTES

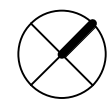
1. EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.
2. FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.
3. PROVIDE/ INSTALL MOISTURE RESISTANT GYP. BD. ON WALLS & CEILINGS IN BATHS, RESTROOMS, JANITOR CLOSETS, POOL, POOL EQUIPMENT ROOM, SPA, SALON. & FULL HEIGHT OF ALL CABINET WALLS WHERE SKINS ARE LOCATED. 042400
4. INSTALL TILE BACKER BOARD ON WALL. SCHEDULED TO RECEIVE CERAMIC TILE. 092900
5. MOLDED ONE PIECE SHOWER UNITS WILL REQUIRE FIRE RATED WALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQD TO EXTEND OVER SHOWER FLANGE.
6. FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE OR LVT FLOORING ON ROOF TRUSS CONSTRUCTION ABOVE. INST. W/ 1" AS MAXIMUM GORF. TO INSTALLED UNDER GYP. UNDERLAYMENT.
7. ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
8. ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
9. ALL FLOOR/CEILING, ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FIRECAULKED, FIRESTOPPED, SHOCK/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATING OF THE RESPECTIVE ASSEMBLIES AS REQUIRED BY CODE. RE: CODE ANALYSIS FOR ADDITIONAL INFORMATION. 010405
10. CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATER TIGHT, AIR TIGHT, ETC. PENETRATION.
11. ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULL EXTENT FEASIBLE.
12. INSTALL 2X ROOF BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 081000.
13. REFER TO 610/44.4 FOR TYPICAL MOUNTING HEIGHTS.
14. GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.
15. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL AV EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS.
16. SWIMMING POOL DESIGN WILL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL.
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 - B. PROVIDE ADA LIFT
 - C. 42" DEEP WATER LEVEL
 - D. CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.
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 - b. CONNECTION BETWEEN VET. & HORIZ. SPACES AT SOFFITS.
 - c. BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF RUN.
 - d. EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS.
19. ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y681. RE: A0.1.
20. REFER TO SHEET A0.0 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
21. SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.

ITEMS TO BE PROVIDED BY OWNER
INSTALLED BY CONTRACTOR

1. COMMON AREA MIRRORS
2. PAPER TOWEL DISPENSERS.
3. SOAP DISPENSERS IN COMMON AREA.
4. COMMON AREA MIRRORS.
5. INTERIOR SIGNAGE.



KEY PLAN

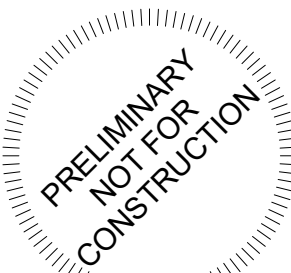


ARCHITECTURAL CORPORATION
MISSOURI
CERTIFICATE OF AUTHORITY. 000073

OFALLON SENIOR LIVING
HAMMOCK COURT AT WINGHAVEN BOULEVARD
OFALLON, ST. CHARLES COUNTY, MISSOURI

STARK WILSON DUNCAN ARCHITECTS INC.
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531. 0698
WWW.SWDARCHITECTS.COM

SEAL



LOWER LEVEL
FLOOR PLAN -
ASSISTED LIVING

ISSUE DATE:
8/22/2025

REVISIONS:

No.	Description	Date
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PROJECT NO.:2507

MCAL
A1.2

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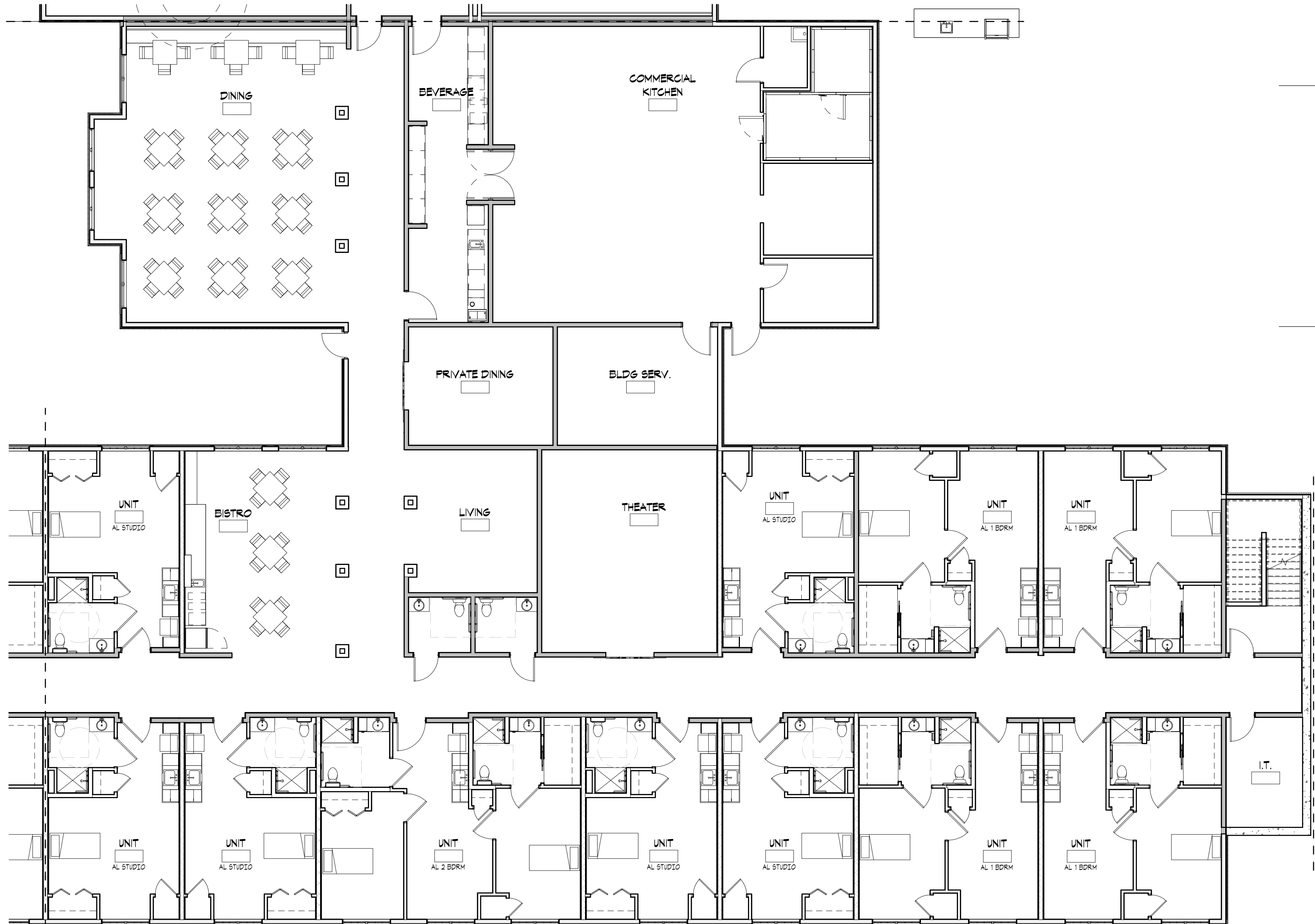
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A12 MAIN LEVEL FLOOR PLAN - AL NORTH

1/8" = 1'-0"



A12 / MCAL A1.4



FLOOR PLAN NOTES

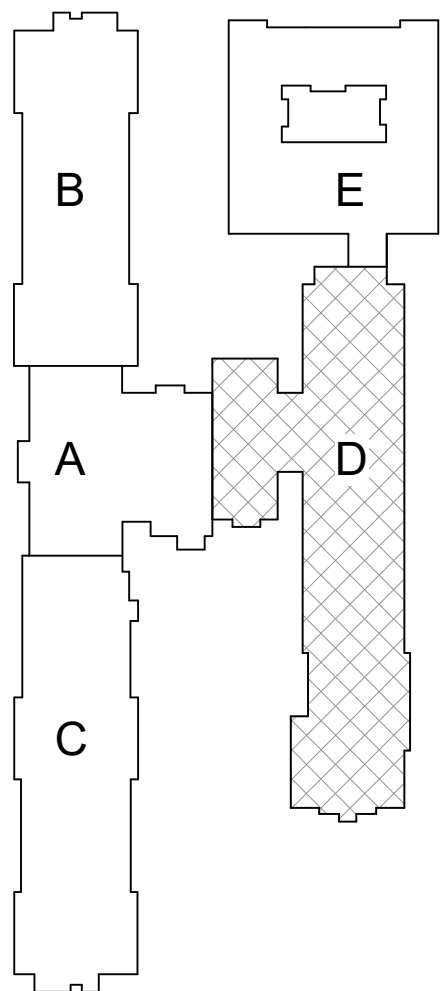
1. WALL TO EXTEND TO BOTTOM OF DECK.
2. WALK IN BATH TUB. RE: MEP.
3. SWIMMING POOL & EQUIPMENT ROOM, RESTROOM WALLS & CEILING TO BE INSULATED WITH CLOSED CELL SPRAY FOAM INSULATION. PROVIDE STILL SEALER UNDER ALL WALLS.
4. REFER TO FOOD SERVICE DOCUMENTS FOR EQUIPMENT LOCATIONS. COORD. W/ MEP.
5. SWIMMING POOL.
6. PRIVACY SCREEN, EXTERIOR GRADE 2X6 FRAMING W/ 1/2" SHEATHING, AIR WEATHER BARRIER, W/ GEMENT BOARD SIDING AT EA. FACE. PREFINISHED METAL CAP FLASHING. HEIGHT 6'-0". VENT. BOARD & BATT SIDING TYP.
7. VTAG UNIT TYP. PROVIDE RAISED PLATFORM. SIZE OF SPACE TO BE COORD. W/ MANUFACTURER.
8. ALL WALLS THIS AREA TO RECEIVE ROOF TRIM WAINSCOT. PAINT. REFER TO INTERIOR DESIGN DRAWINGS.
9. STEEL COLUMNS TO RECEIVE INTUMESCENT PAINT FIREPROTECTING. 1 HOUR PROTECTION PER UL ASSEMBLY Y681. RE: A0.1.
10. ADJUSTABLE SHELVING, BRACKETS & STANDARDS. 5 SHELVES TYP.

FLOOR PLAN GENERAL NOTES

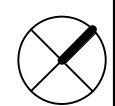
1. EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.
2. FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.
3. PROVIDE/INSTALL MOISTURE RESISTANT GYP. BD. ON WALLS & CEILING IN BATHS, RESTROOMS, JANITOR CLOSETS, POOL, POOL EQUIPMENT ROOM, SPA, SALON. & FULL HEIGHT OF ALL CABINET WALLS WHERE SKINS ARE LOCATED. 042400
4. INSTALL TILE BACKER BOARD ON WALL. SCHEDULED TO RECEIVE CERAMIC TILE. 092900
5. MOLDED ONE PIECE SHOWER UNITS WILL REQUIRE FIRE RATED WALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQD TO EXTEND OVER SHOWER FLANGE.
6. FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE OR LVT FLOORING ON ROOF TRUSS CONSTRUCTION ABOVE-THAT HAS MAXIMUM GORF. TO BE INSTALLED UNDER GYP. UNDERLAYMENT.
7. ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
8. ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
9. ALL FLOOR/CEILING, ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FIRECALKED, FIRESTOPPED, SHOCKED/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATING OF THE RESPECTIVE ASSEMBLIES, AS REQUIRED BY CODE. RE: CODE ANALYSIS FOR ADDITIONAL INFORMATION. 010405
10. CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
11. ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULFILL EXISTENT FEASIBLE.
12. INSTALL 2X ROOF BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 061000.
13. REFER TO 610/44.4 FOR TYPICAL MOUNTING HEIGHTS.
14. GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.
15. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL AV EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS.
16. SWIMMING POOL DESIGN WILL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL.
 - A. POOL TO BE HEATED
 - B. PROVIDE ADA LIFT
 - C. 42" DEEP WATER LEVEL
 - D. CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.
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 - b. CONNECTION BETWEEN VET. & HORIZ. SPACES AT SOFFITS.
 - c. BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF RUN.
 - d. EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS.
19. ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROTECTING. 1 HOUR PROTECTION PER UL ASSEMBLY Y681. RE: A0.1.
20. REFER TO SHEET A0.0 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
21. SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.

ITEMS TO BE PROVIDED BY OWNER INSTALLED BY CONTRACTOR

1. COMMON AREA MIRRORS
2. PAPER TOWEL DISPENSERS.
3. SOAP DISPENSERS IN COMMON AREA.
4. COMMON AREA MIRRORS.
5. INTERIOR SIGNAGE.



KEY PLAN

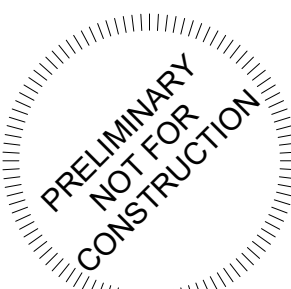


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OFALLON SENIOR LIVING
HAMMOCK COURT AT WINGHAVEN BOULEVARD
OFALLON, ST. CHARLES COUNTY, MISSOURI

STARK WILSON DUNCAN ARCHITECTS INC.
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531. 0698
WWW.SWDARCHITECTS.COM

SEAL



MAIN LEVEL PARTIAL
FLOOR PLAN - AL
NORTH

ISSUE DATE:
8/22/2025

REVISIONS:

No.	Description	Date
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PROJECT NO.:2507

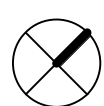
MCAL
A1.3

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8/26/2025 10:13:55 AM

A12 MAIN LEVEL FLOOR PLAN - AL SOUTH

1/8" = 1'-0"



A12 / MCAL A1.3

FLOOR PLAN NOTES

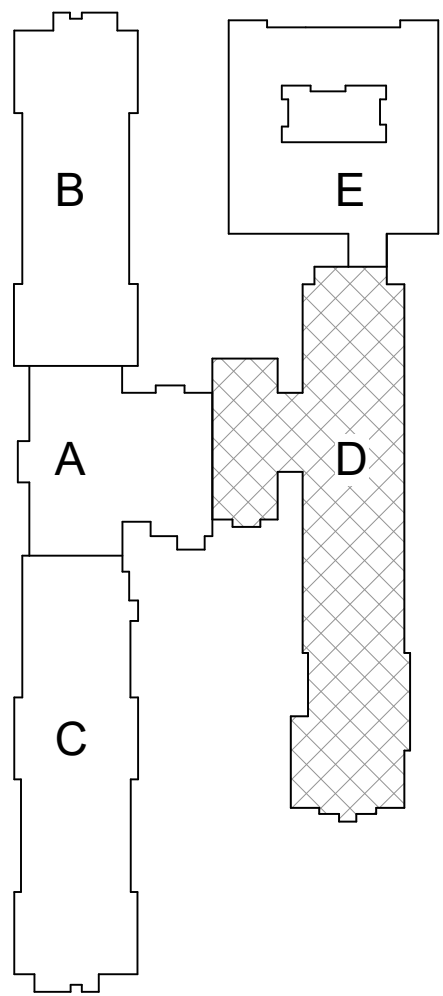
1. WALL TO EXTEND TO BOTTOM OF DECK.
2. WALK IN BATH TUB. RE: MEP.
3. SWIMMING POOL & EQUIPMENT ROOM, RESTROOM WALLS & CEILING TO BE INSULATED WITH CLOSED CELL SPRAY FOAM INSULATION. PROVIDE STILL SEALER UNDER ALL WALLS.
4. REFER TO FOOD SERVICE DOCUMENTS FOR EQUIPMENT LOCATIONS. COORD. W/ MEP.
5. SWIMMING POOL.
6. PRIVACY SCREEN, EXTERIOR GRADE 2X6 FRAMING W/ 1/2" SHEATHING, AIR WEATHER BARRIER, W/ GEMENT BOARD SIDING AT EA. FACE. PREFINISHED METAL CAP FLASHING. HEIGHT 6'-0". VENT. BOARD & BATT SIDING TYP.
7. VTAG UNIT TYP. PROVIDE RAISED PLATFORM. SIZE OF SPACE TO BE COORD. W/ MANUFACTURER.
8. ALL WALLS THIS AREA TO RECEIVE ROOD TRIM WAINSCOT. PAINT. REFER TO INTERIOR DESIGN DRAWINGS.
9. STEEL COLUMNS TO RECEIVE INTUMESCENT PAINT FIREPROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y681. RE: A0.1.
10. ADJUSTABLE SHELVING, BRACKETS & STANDARDS. 5 SHELVES TYP.

FLOOR PLAN GENERAL NOTES

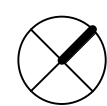
1. EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.
2. FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.
3. PROVIDE/ INSTALL MOISTURE RESISTANT GYP. BD. ON WALLS & CEILINGS IN BATHS, RESTROOMS, JANITOR CLOSETS, POOL, POOL EQUIPMENT ROOM, SPA, SALON. & FULL HEIGHT OF ALL CABINET WALLS WHERE SKINS ARE LOCATED. 042400
4. INSTALL TILE BACKER BOARD ON WALL. SCHEDULED TO RECEIVE CERAMIC TILE. 092900
5. MOLDED ONE PIECE SHOWER UNITS WILL REQUIRE FIRE RATED WALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQD TO EXTEND OVER SHOWER FLANGE.
6. FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE OR LVT FLOORING ON ROOD TRUSS CONSTRUCTION ABOVE-CEILING. MAXIMUM GOLF TO INSTALLED UNDER GYP. UNDERLAYMENT.
7. ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
8. ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
9. ALL FLOOR/CEILING, ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FIRECAULKED, FIRESTOPPED, SHOCK/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATING OF THE RESPECTIVE ASSEMBLIES, AS REQUIRED BY CODE. RE: CODE ANALYSIS FOR ADDITIONAL INFORMATION. 010405
10. CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
11. ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULFILL EXISTENT FEASIBLE.
12. INSTALL 2X ROOD BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 061000.
13. REFER TO 610/44.4 FOR TYPICAL MOUNTING HEIGHTS.
14. GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.
15. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL AV EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS.
16. SWIMMING POOL DESIGN WILL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL.
 - A. POOL TO BE HEATED
 - B. PROVIDE ADA LIFT
 - C. 42" DEEP WATER LEVEL
 - D. CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.
17. DUCT WORK IN SWIMMING POOL, POOL EQUIPMENT ROOM, RESTROOMS ETC. SHALL ALL BE WRAPPED WITH INSULATION.
18. FIRE BLOCKING SHALL BE INSTALLED IN CONCEALED SPACES. LOCATION INCLUDE BUT ARE NOT LIMITED TO:
 - a. STUD WALLS, INCLUDING PURRED SPACE. SPACING NOT TO EXCEED 10 FEET.
 - b. CONNECTION BETWEEN VET. & HORIZ. SPACES AT SOFFITS.
 - c. BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF RUN.
 - d. EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS.
19. ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y681. RE: A0.1.
20. REFER TO SHEET A0.0 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
21. SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.

ITEMS TO BE PROVIDED BY OWNER INSTALLED BY CONTRACTOR

1. COMMON AREA MIRRORS
2. PAPER TONEL DISPENSERS
3. SOAP DISPENSERS IN COMMON AREA.
4. COMMON AREA MIRRORS.
5. INTERIOR SIGNAGE.



KEY PLAN

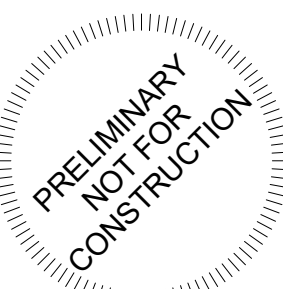


ARCHITECTURAL CORPORATION
MISSOURI
CERTIFICATE OF AUTHORITY. 000073

OFALLON SENIOR LIVING
HAMMOCK COURT AT WINGHAVEN BOULEVARD
OFALLON, ST. CHARLES COUNTY, MISSOURI

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

SEAL



MAIN LEVEL PARTIAL
FLOOR PLAN - AL
SOUTH

ISSUE DATE:
8/22/2025

REVISIONS:

No.	Description	Date
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PROJECT NO.:2507

MCAL
A1.4

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A12 THIRD LEVEL FLOOR PLAN - MC

1/8" = 1'-0"



FLOOR PLAN NOTES

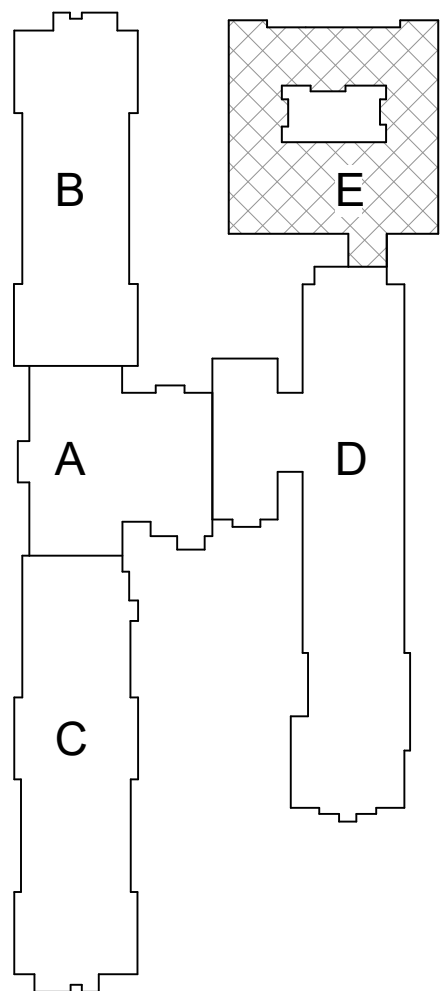
1. WALL TO EXTEND TO BOTTOM OF DECK.
2. WALK IN BATH TUB. RE. MEP.
3. SWIMMING POOL & EQUIPMENT ROOM, RESTROOM WALLS & CEILING TO BE INSULATED WITH CLOSED CELL SPRAY FOAM INSULATION. PROVIDE STILL SEALER UNDER ALL WALLS.
4. REFER TO FOOD SERVICE DOCUMENTS FOR EQUIPMENT LOCATIONS. COORD. W/ MEP.
5. SWIMMING POOL.
6. PRIVACY SCREEN, EXTERIOR GRADE 2X6 FRAMING W/ 1/2" SHEATHING, AIR WEATHER BARRIER, W/ GEMENT BOARD SIDING AT EA. FACE. PREFINISHED METAL CAP FLASHING. HEIGHT 6'-0". VENT. BOARD & BATT SIDING TYP.
7. VTAG UNIT TYP. PROVIDE RAISED PLATFORM. SIZE OF SPACE TO BE COORD. W/ MANUFACTURER.
8. ALL WALLS THIS AREA TO RECEIVE ROOF TRIM WAINSCOT. PAINT. REFER TO INTERIOR DESIGN DRAWINGS.
9. STEEL COLUMNS TO RECEIVE INTUMESCENT PAINT FIREPROTECTING. 1 HOUR PROTECTION PER UL ASSEMBLY Y681. RE: A0.1.
10. ADJUSTABLE SHELVING, BRACKETS & STANDARDS. 5 SHELVES TYP.

FLOOR PLAN GENERAL NOTES

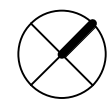
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10. CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
11. ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULL EXTENT FEASIBLE.
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KEY PLAN



ARCHITECTURAL CORPORATION
MISSOURI
CERTIFICATE OF AUTHORITY. 000073

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HAMMOCK COURT AT WINGHAVEN BOULEVARD
OFALLON, ST. CHARLES COUNTY, MISSOURI

STARK WILSON DUNCAN ARCHITECTS INC.
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531. 0698
WWW.SWDARCHITECTS.COM

SEAL



THIRD LEVEL
PARTIAL FLOOR
PLAN - MC

ISSUE DATE:

8/22/2025

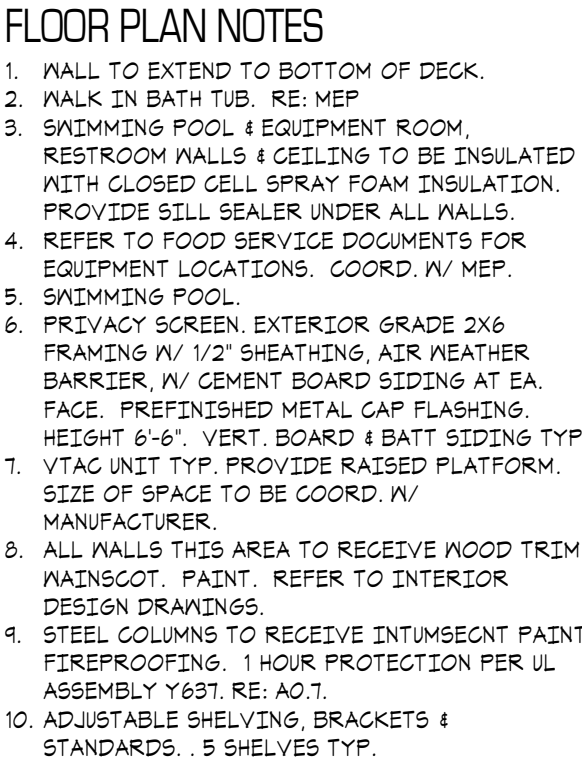
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PROJECT NO.:2507

MCAL
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1. EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.

2. FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.

3. PROVIDE INSTANT MOISTURE RESISTANT GYP. BD. ON WALLS & CEILINGS IN BATHS.

4. PROVIDE 1/2" GYP. BOARD ON WALLS OF ALL EQUIPMENT ROOM, SPA, SALON, I FULL HEIGHT OF ALL CABINET WALLS WHERE SKINS ARE LOCATED. 024000

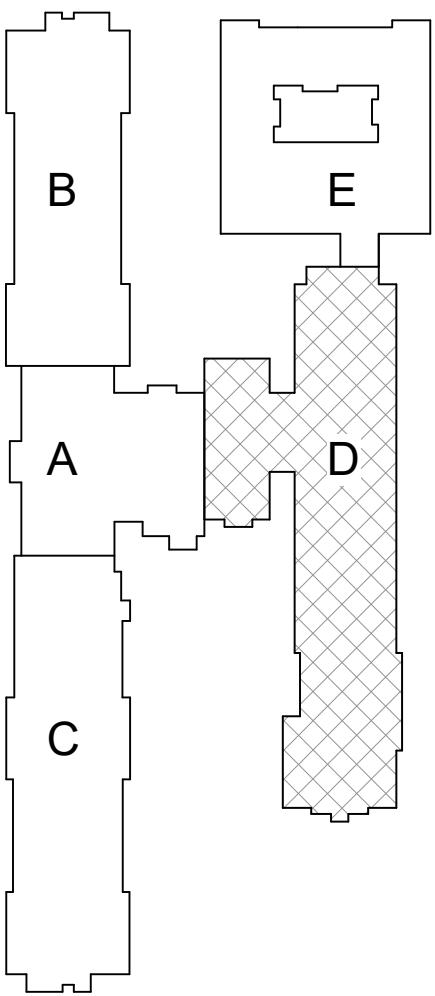
5. INSTALL GYPSUM BOARD ON WALL SCHEDULED TO RECEIVE CERAMIC TILE. 024000

6. MODIFIED ONE PIECE SHOWER UNITS WILL REQUIRE FIRE RATED WALL CONSTRUCTION TO MEET MINIMUM REQUIREMENTS. TO MEET AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQUIRED TO EXTEND OVER SHOWER FLANGE.

7. FLOORING TO REMAIN RESIDENT UNITS ARE TO RECEIVE TILE OR FLOORING ON WOOD TRUSS CONSTRUCTION ACQUSTI-MAT 1/8" MAXXON CORR. TO INSTALLED UNDER GYP.

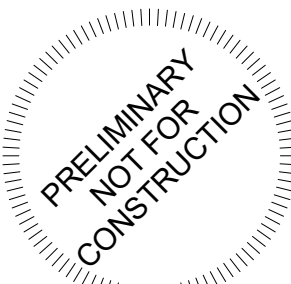
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KEY PLAN

SEAL



THIRD LEVEL
PARTIAL FLOOR
PLAN - AL NORTH

ISSUE DATE:

8/22/2025

REVISIONS:

No.	Description	Date
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PROJECT NO.:2507

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A12 THIRD LEVEL FLOOR PLAN - AL SOUTH
1/8" = 1'-0"



FLOOR PLAN NOTES

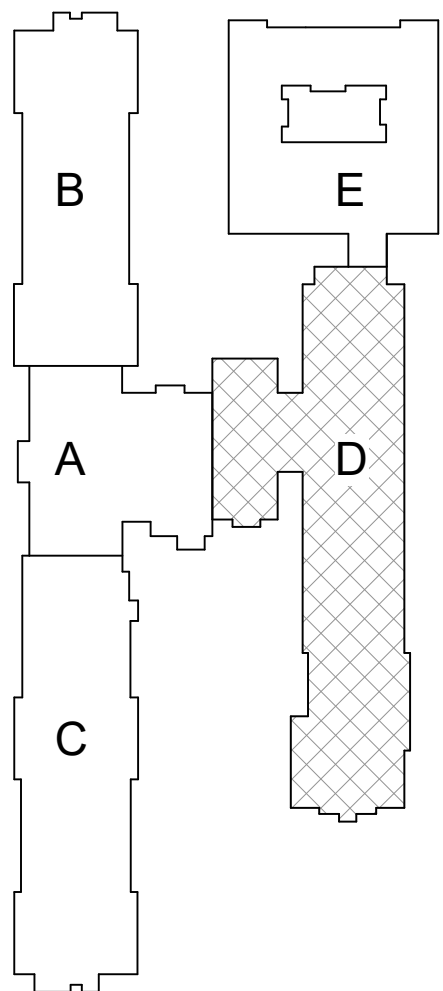
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10. CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
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3. SOAP DISPENSERS IN COMMON AREA.
4. COMMON AREA MIRRORS.
5. INTERIOR SIGNAGE.



KEY PLAN



ARCHITECTURAL CORPORATION
MISSOURI
CERTIFICATE OF AUTHORITY. 000073

OFALLON SENIOR LIVING
HAMMOCK COURT AT WINGHAVEN BOULEVARD
OFALLON, ST. CHARLES COUNTY, MISSOURI

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

SEAL



THIRD LEVEL
PARTIAL FLOOR
PLAN - AL SOUTH

ISSUE DATE:
8/22/2025

REVISIONS:

No.	Description	Date
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PROJECT NO.:2507

MCAL
A1.7

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ENLARGED PLAN & ELEVATION NOTES

NOT ALL NOTES MAY BE USED ON THIS SHEET.

1. PLAN KEYNOTE SYMBOL. REFER TO FOOD SERVICE DRAWINGS FOR EQUIPMENT.

2. PARTIAL HEIGHT WALL WITH WOOD CAP. REFER TO ELEVATIONS.

3. ONE PIECE MOLDED SHOWER UNIT WITH HORIZ. & VERT GRAB BAR, CURTAIN ROD. COLLAPSIBLE THRESHOLD & SEAT. COORD. ROUGH OPENING WITH MANUFACTURER. CONTRACTOR TO VERIFY LEFT & RIGHT HAND UNITS.

4. ONE PIECE MOLDED SHOWER UNIT W/ HORIZ & VERT GRAB BAR, CURTAIN ROD & COLLAPSIBLE THRESHOLD. CONTRACTOR TO VERIFY LEFT & RIGHT HAND UNITS. TAPER FLOORING TO NO MORE THAN 1/2" BELOW TOP OF SHOWER THRESHOLD RE: J4/A5.3.

5. GYPSUM BOARD AS PART OF FIRE RATED WALL ASSEMBLY TO BE INSTALLED PRIOR TO SETTING OF SHOWER UNIT. LAMINATE ADDITIONAL GYPSUM BOARD ABOVE NAIL FIN.

6. ELECTRONIC MEMORY FRAME. PROVIDE RECESSED RECEPTACLE. COORD W/ MEP & LOW VOLTAGE DOCUMENTS.

7. SHOWER CONTROL AREA & HAND HELD ADA SHOWER. RE: PLUMBING.

8. PL. LAM. TOP W/ 4" 2" DIA. METAL LEGS.

9. RECEPTACLE AT END OF CABINET. RE: MEP.

10. CABINET 24" DEEP.

11. FURRED OUT WALL. 2X FRAMING W/ 5/8" GYPSUM BOARD ON ONE FACE. FURRING TO BE INSTALLED OVER GYPSUM BOARD OF ADJACENT FIRE RATED WALL ASSEMBLY.

12. SHOWER CONTROL LOCATION.

13. ROLL IN ACCESSIBLE SHOWER W/ HORIZ. & VERT GRAB BARS, ADJUSTABLE SHOWER HEAD, COLLAPSIBLE THRESHOLD, & CURTAIN ROD.

14. WALLS INDICATED ARE TO RECEIVE WOOD TRIM MAINSCOT. PAINT. REFER TO INTERIOR DESIGN DRAWINGS.

15. ALIGN FRAMING @ EXT. WALL PROVIDE INT. FINISH MATERIALS AS ADJACENT INT. WALLS.

16. REMOVABLE FRONT. EXTEND FLOORING UNDER CABINET.

GENERAL NOTES

A. COORDINATE CABINETRY INSTALLATION AS REQUIRED PRIOR TO FABRICATION. CONSTRUCT WALLS W/ ROUGH OPENINGS AS NEEDED FOR SIZES OF CABINETRY INDICATED. INSTALL MATCHING WOOD SKIRTS AT ALL CABINET BACK / WALL JOINTS. REFER TO MATERIAL SCHEDULE & SPEC. SECTION 125500.

B. INTERIOR ELEVATION DIMENSIONS ARE FROM FACE OF FINISH.

C. PRIOR TO FABRICATION OF CABINETRY, CONTRACTOR SHALL FIELD VERIFY ACTUAL FINISHED WALL DIMENSIONS.

D. PROVIDE FINISHED SURFACES ON CABINETS & COUNTERTOPS WHERE EXPOSED TO VIEW.

E. UTILIZE 5/8" FIRE RATED MOISTURE / MOLD RESISTANT G.B. ON WALLS OF KITCHEN, BATHROOMS, & SPA.

F. UTILIZE 2X WOOD BLOCKING AS REQUIRED FOR INSTALLATION OF CABINETRY, ACCESSORIES, ETC.

G. ALL COLORS, FINISHES, ETC. TO BE COORDINATED WITH THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.

H. CAULK ALL COUNTERTOP & BACKSPLASH / G.B. WALL JOINTS. CAULK TO BE CLEAR.

I. INSTALL FLOORING PRIOR TO CABINETRY.

J. ALL SINKS TO BE SET IN BED OF SEALANT.

K. INSTALL ONE PIECE SHOWER BASE AFTER FIRE RATED WALL GYPSUM BOARD (G.B.) IS INSTALLED. INSTALL ONE ADDITIONAL LAYER OF G.B. FLUSH W/ ADJACENT WALL (ADJUST STUD DEPTH AS NEEDED). ON FIRE RATED WALL TO COVER SHOWER NAILING FINIS. TYPICAL ALL SIMILAR LOCATIONS.

L. GYPCRETE FLOOR SYSTEM TO EXTEND UNDER ALL SHOWER BASES.

M. PROVIDE COLLAPSIBLE THRESHOLD AT ALL SHOWERS.

N. SHOWER GRAB BARS TO BE 18" VERT. & HORIZ. BAR ALONG THE CONTROL WALL & MIN 18" FROM THE CONTROL WALL.

O. PROVIDE SOLID BLOCKING AT ALL SIDES OF SHOWERS FOR SCHEDULED & FUTURE GRAB BAR & SEAT LOCATIONS.

P. REFER TO ID SHEETS FOR FINISH MATERIAL INFORMATION.

Q. ALL MIRRORS TO BE FULL WIDTH OF VANITY. ALL MIRRORS TO USE CLIPS FOR INSTALLATION.

R. FINISH DESIGNATION.

S. REFERENCE INTERIOR DESIGN DRAWINGS FOR TILE PATTERN.

T. DENOTES LOCK @ CABINET. :

TOILET ACCESSORIES LEGEND

NOTE: CONTRACTOR SHALL INSTALL ALL REQUIRED LOCKING FOR A PROPER INSTALLATION OF TOILET ACCESSORIES. REFER TO SPEC. SECTION 102000 FOR ADDITIONAL INFORMATION.

ACCESSORY NOTE SYMBOL

TA-1 TOILET PAPER HOLDER

TA-2 PAPER TOWEL HOLDER

TA-3 36" GRAB BAR

TA-4 42" GRAB BAR

TA-5 18" VERTICAL GRAB BAR

TA-6 MIRROR

TA-7 ROBE HOOK

TA-8 TONEL KINS

TA-9 MEDICINE CABINET

TA-10 24" TONEL BAR

TA-11 SOAP DISPENSER (BY OWNER)

TA-12 MIRROR (BY OWNER)

TA-13 PAPER TOWEL DISPENSER (OPC)

SWD

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MISSOURI
CERTIFICATE OF AUTHORITY: 000073

OFALLON SENIOR LIVING

HAMMOCK COURT AT WINGHAVEN BOULEVARD

OFALLON, ST. CHARLES COUNTY, MISSOURI

315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698

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SEAL

PRIMARY
NO
CONSTRUCTION

ISSUE DATE:

8/22/2025

REVISIONS:

No.	Description	Date
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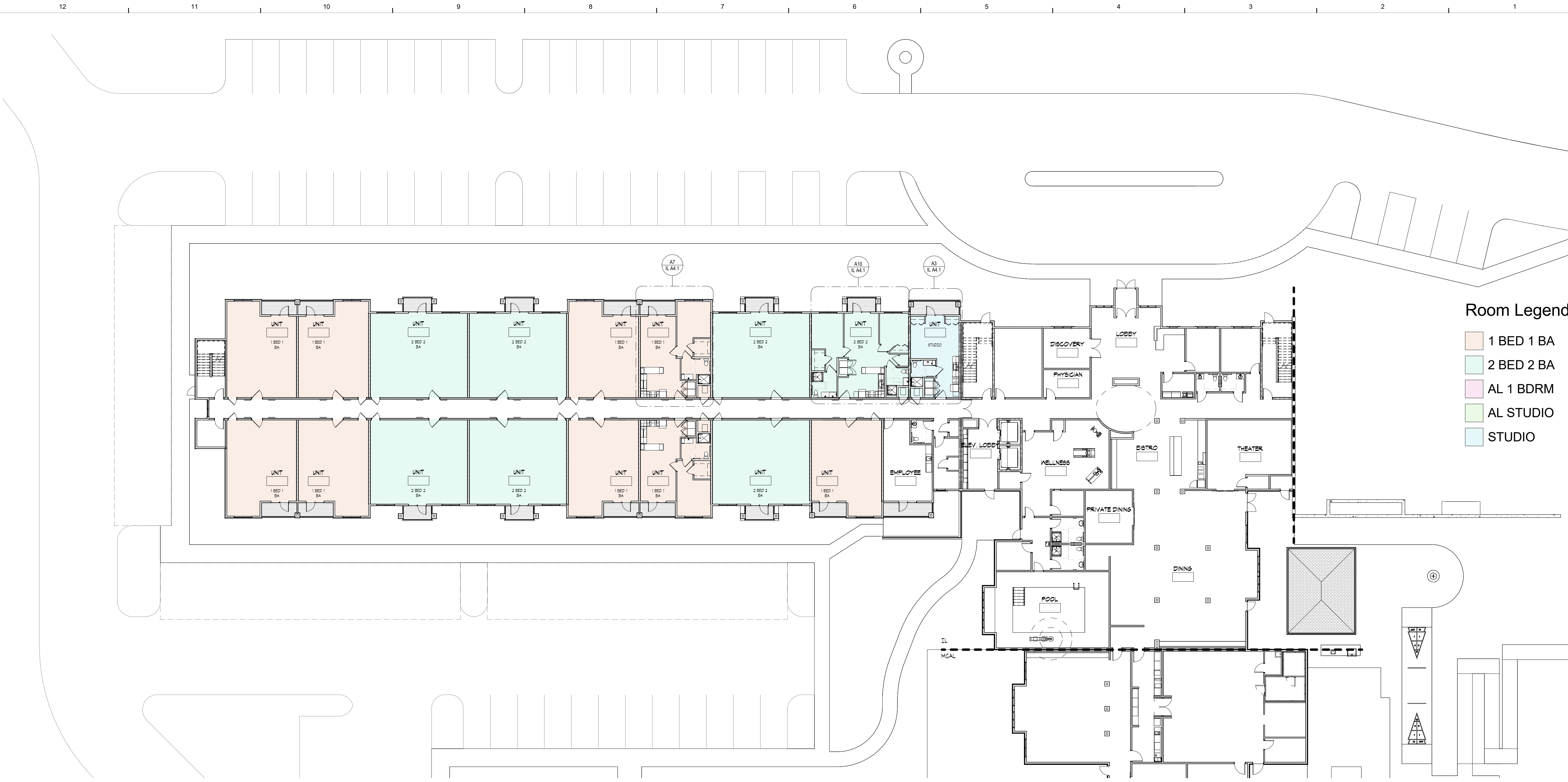
PROJECT NO.:2507

MCAL

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8/26/2025 10:14:14 AM



E12 MAIN LEVEL FLOOR PLAN
1/16" = 1'-0"

Room Legend

- 1 BED 1 BA
- 2 BED 2 BA
- AL 1 BDRM
- AL STUDIO
- STUDIO

FLOOR PLAN NOTES

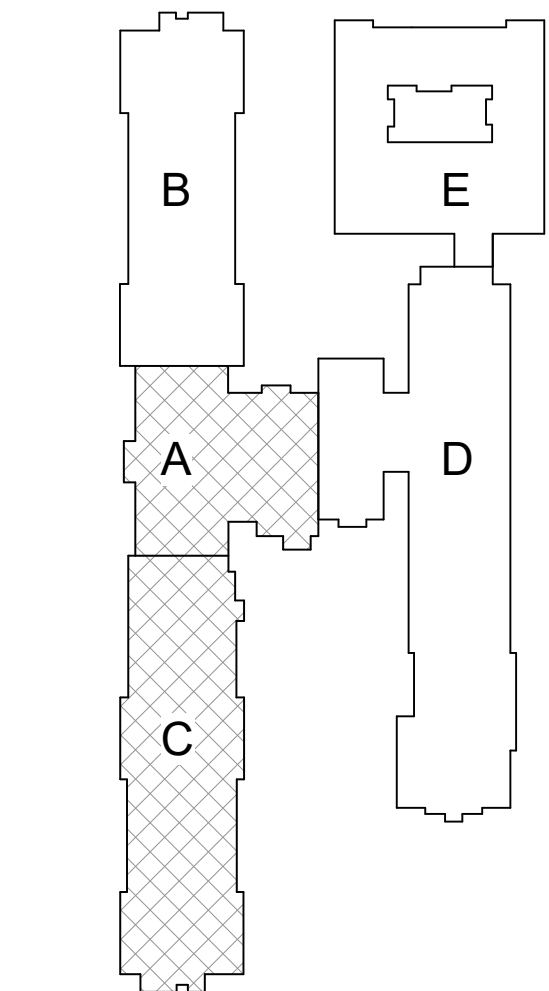
1. WALL TO EXTEND TO BOTTOM OF DECK.
2. WALK IN BATH TUB: RE: MEP
3. SWIMMING POOL & EQUIPMENT ROOM, RESTROOM WALLS & CEILING TO BE INSULATED WITH CLOSED CELL SPRAY FOAM INSULATION. PROVIDE STILL SEALER UNDER ALL WALLS.
4. REFER TO FOOD SERVICE DOCUMENTS FOR EQUIPMENT LOCATIONS. COORD. W/ MEP.
5. SWIMMING POOL.
6. PRIVACY SCREEN, EXTERIOR GRADE 2X6 FRAMING W/ 1/2" SHEATHING, AIR WEATHER BARRIER, W/ GEMENT BOARD SIDING AT EA. FACE. PREFINISHED METAL CAP FLASHING. HEIGHT 6'-0". VENT. BOARD & BATT SIDING TYP.
7. VTAG UNIT TYP. PROVIDE RATED PLATFORM. SIZE OF SPACE TO BE COORD. W/ MANUFACTURER.
8. ALL WALLS THIS AREA TO RECEIVE ROOF TRIM WAINDOOT. PAINT. REFER TO INTERIOR DESIGN DRAWINGS.
9. STEEL COLUMNS TO RECEIVE INTUMESCENT PAINT FIREPROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y681. RE: A0.1.
10. ADJUSTABLE SHELVING, BRACKETS & STANDARDS. 5 SHELVES TYP.

FLOOR PLAN GENERAL NOTES

1. EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.
2. FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.
3. PROVIDE/INSTALL MOISTURE RESISTANT GYP. BD. ON WALLS & CEILING IN BATHS, RESTROOMS, UNIT/CLOSETS, POOL, POOL EQUIPMENT ROOM, SPA, SALON. & FULL HEIGHT OF ALL CABINET WALLS WHERE SKINS ARE LOCATED. 042400
4. INSTALL TILE BACKER BOARD ON WALL. SCHEDULED TO RECEIVE CERAMIC TILE. 092900
5. MOLDED ONE PIECE SHOWER UNITS KILL REQUIRE FIRE RATED WALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQ'D TO EXTEND OVER SHOWER FLANGE FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE OR LVT FLOORING ON ROOF TRUSS CONSTRUCTION ABOVE. MAY 1 AS MAXIMUM CORP. TO BE INSTALLED UNDER GYP. UNDERLAYMENT.
6. ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
7. ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
8. ALL FLOOR/CEILING, ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FIRECAULKED, FIRESTOPPED, SHOCK/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATING OF THE RESISTIVE ASSEMBLY AS REQUIRED BY CODE. RE: CODE ANALYSIS FOR ADDITIONAL INFORMATION. 010405
9. CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
10. ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULLEST EXTENT FEASIBLE.
11. INSTALL 2X ROOF BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 061000.
12. REFER TO 610/44.4 FOR TYPICAL MOUNTING HEIGHTS.
13. GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL AV EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS.
15. SWIMMING POOL DESIGN SHALL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL.
 - A. POOL TO BE HEATED
 - B. PROVIDE ADA LIFT
 - C. 42" DEEP WATER LEVEL
 - D. CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.
16. DUCT WORK IN SWIMMING POOL, POOL EQUIPMENT ROOM, RESTROOMS ETC. SHALL ALL BE WRAPPED WITH INSULATION.
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 - c. BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF RUN.
 - d. EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS.
18. ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y681. RE: A0.1.
19. REFER TO SHEET A0.0 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
20. SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.

ITEMS TO BE PROVIDED BY OWNER
INSTALLED BY CONTRACTOR

1. COMMON AREA MIRRORS
2. PAPER TOWEL DISPENSERS
3. SOAP DISPENSERS IN COMMON AREA.
4. COMMON AREA MIRRORS.
5. INTERIOR SIGNAGE.



KEY PLAN

SEAL



IL OVERALL PLANS

ISSUE DATE:
8/22/2025
REVISIONS:
No. Description Date

PROJECT NO.:2507

IL A1.1

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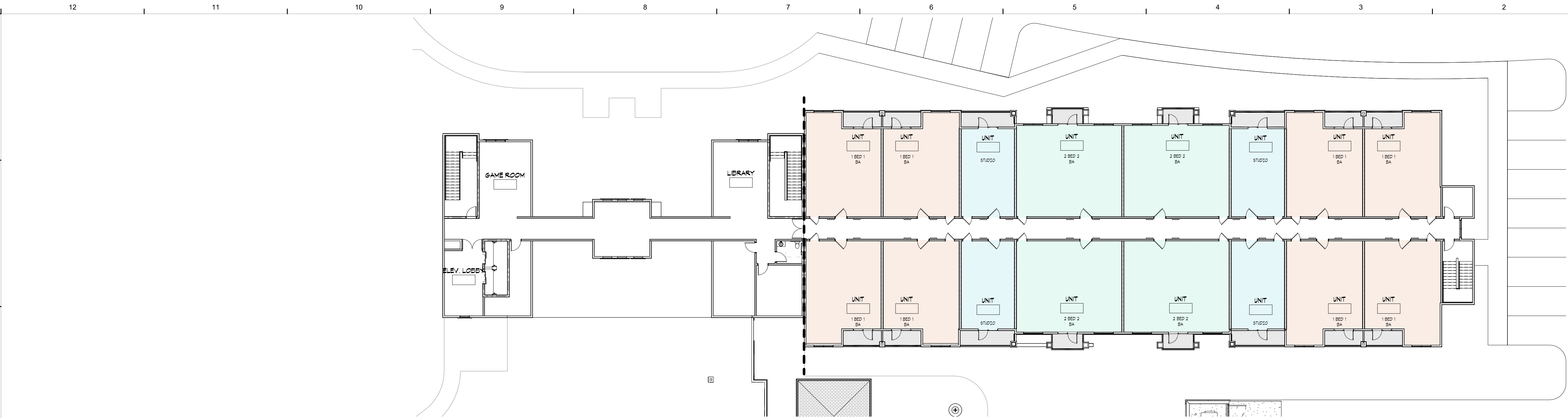


ARCHITECTURAL CORPORATION
MISSOURI
CERTIFICATE OF AUTHORITY. 000073

OFALLON SENIOR LIVING
HAMMOCK COURT AT WINGHAVEN BOULEVARD
OFALLON, ST. CHARLES COUNTY, MISSOURI

STARK WILSON DUNCAN ARCHITECTS INC.
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698
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G12 FIFTH LEVEL FLOOR PLAN
1/16" = 1'-0"

Room Legend

- 1 BED 1 BA
- 2 BED 2 BA
- STUDIO

FLOOR PLAN NOTES

1. WALL TO EXTEND TO BOTTOM OF DECK.
2. WALK IN BATH TUB. RE. MEP
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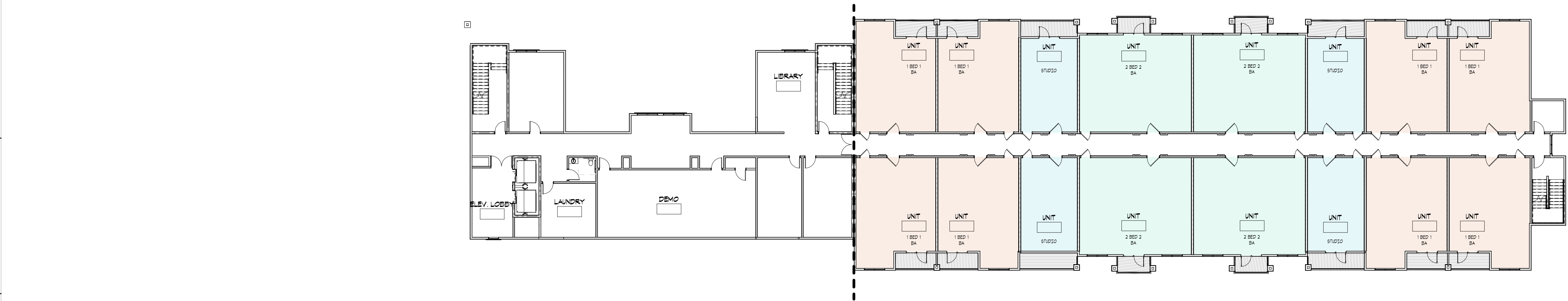
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4. COMMON AREA MIRRORS.
5. INTERIOR SIGNAGE.



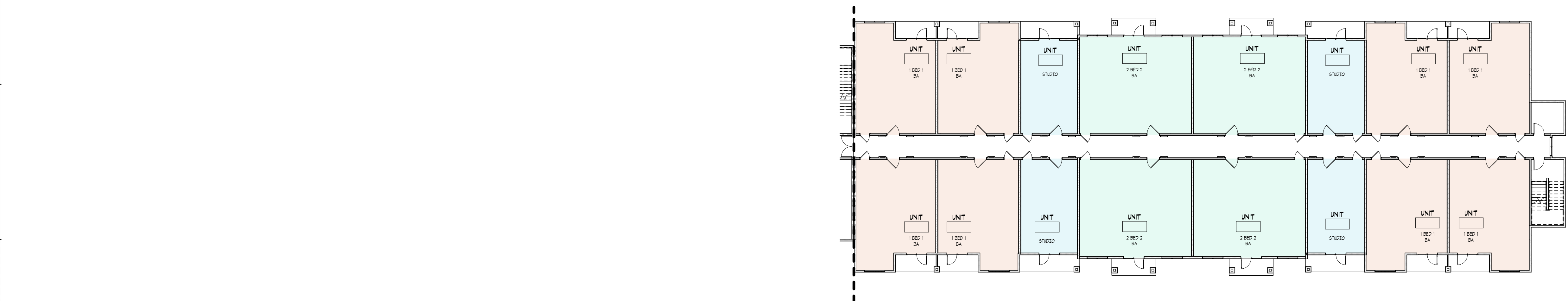
E12 FOURTH LEVEL FLOOR PLAN
1/16" = 1'-0"

Room Legend

- 1 BED 1 BA
- 2 BED 2 BA
- STUDIO

Room Legend

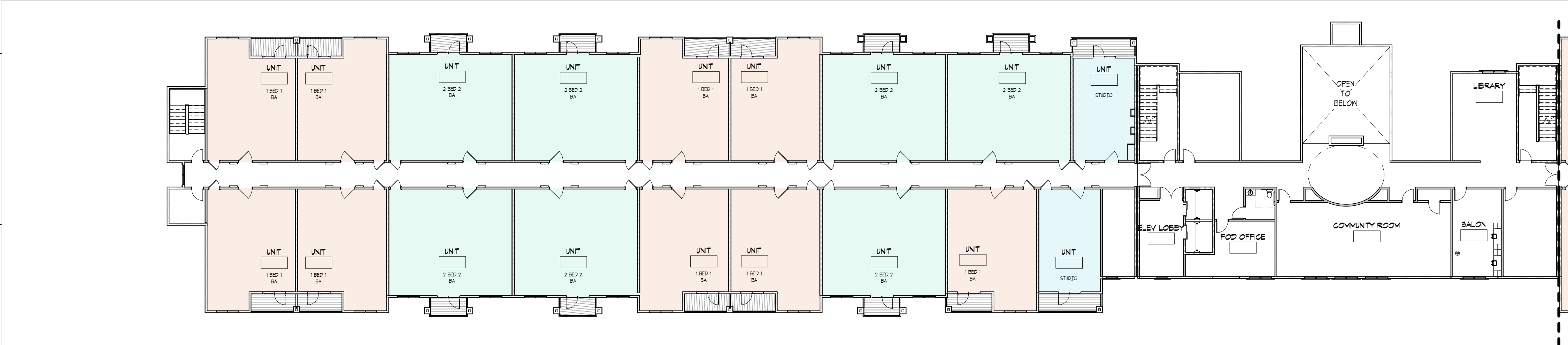
- 1 BED 1 BA
- 2 BED 2 BA
- STUDIO



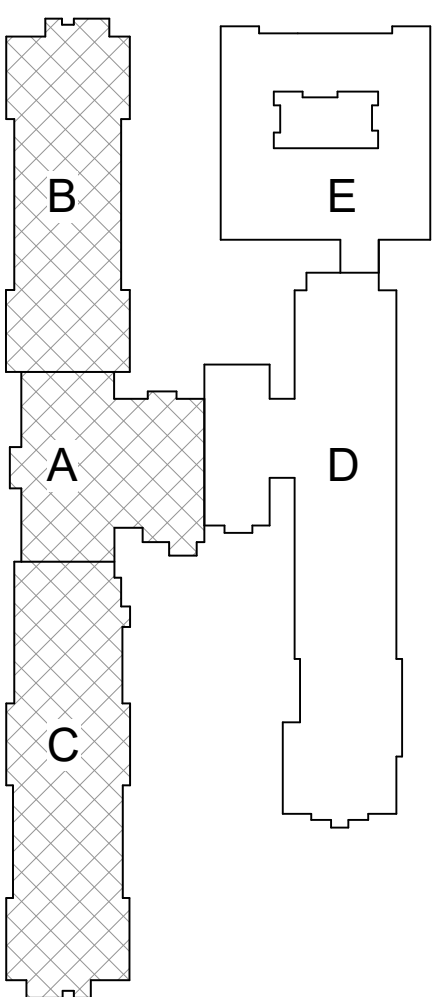
C12 THIRD LEVEL FLOOR PLAN - IL NORTH
1/16" = 1'-0"

Room Legend

- 1 BED 1 BA
- 2 BED 2 BA
- STUDIO



A12 THIRD LEVEL FLOOR PLAN - IL SOUTH
1/16" = 1'-0"



KEY PLAN

SEAL



IL OVERALL PLANS

ISSUE DATE:
8/22/2025
REVISIONS:

No.	Description	Date
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PROJECT NO.:2507

IL A1.2

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OFALLON SENIOR LIVING
HAMMOCK COURT AT WINGHAVEN BOULEVARD
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STARK WILSON DUNCAN ARCHITECTS INC.
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698
WWW.SWDARCHITECTS.COM

Black, Christina

From: Black, Christina
Sent: Tuesday, August 26, 2025 9:05 AM
To: David.East@health.mo.gov; ECU@health.mo.gov
Cc: Brothers, Paul; Paris, Salvatore
Subject: Architectural Plans for CON Application #6233RS O'Fallon Senior Living Community
Attachments: OFALLON SENIOR LIVING - CON SUBMITTAL 2025 08 22.pdf;
O'Fallon_Project 6233RS_DHSS Submission Letter.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 26, 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 #6233RS, O'Fallon
Senior Living Community**

Dear Mr. East and Ms. Brixey:

Please find enclosed the CON architectural submittal package for O'Fallon Senior Living Community, LLC's proposed assisted living facility to be located at approximately 38.751441, -90.744954, O'Fallon, MO 63368. 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 #6233RS O'Fallon Senior Living Community
Attachments: OFALLON SENIOR LIVING - CON SUBMITTAL 2025 08 22.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 submitted 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 4:33 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 #6233RS O'Fallon 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 compartment 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

Also note that the AL may not exit into the IL unless that facility meets the construction standards in the state regulations for an assisted living. Dead end corridors are limited to 30'-0" in length and the dining room will require a second exit. As currently shown, the only secondary exit provided is into the IL. Either an additional exterior door needs to be added to the dining room for egress or the IL will have to be part of the licensed AL/inspected.

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/>



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

Protecting Health and Keeping People Safe

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

Sent: Tuesday, August 26, 2025 9:05 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 #6233RS O'Fallon Senior Living Community

Good morning,

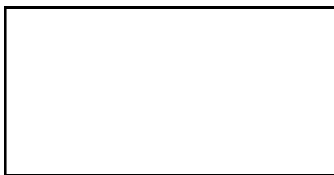
On behalf of attorney Paul Brothers, please see the attached letter and submission packet. Please let us know if you have any questions.

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

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments. IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

EXECUTION VERSION

REAL ESTATE SALE AGREEMENT

by and between

Farhad Khani and Michele Khani

as Seller

and

O’Fallon Senior Living Company, LLC, its assignee or nominee

as Purchaser

July 23, 2025

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this “**Agreement**”) is made and entered into as of July 23, 2025 (the “**Effective Date**”) by and between **FARHAD KHANI and MICHELE KHANI**, individual residents of the State of Illinois (the “**Seller**”) and **O’FALLON 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 consists of approximately 10.03 acres of land, located in St. Charles County, Missouri, depicted on **Exhibit A** attached hereto, and is identified as Parcel ID 4-069B-9780-00-000B.0000000, together with: all improvements located thereon and all of Seller’s right, title and interest in and to any and all fixtures attached thereto; 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 (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.

(c) There are no leases, licenses, permissions for occupancy or use, or 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.**

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

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

The purchase price for the Property shall be One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00) (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 Thousand and No/100 Dollars (\$20,000.00) (the “**Earnest Money**”) in the Escrow. If requested by Purchaser, 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.

(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.** No consent of any third party is required for the conveyance of the Property and the execution, delivery and performance by Seller of this Agreement.

(2) **Conflicts.** To Seller’s knowledge, there is no 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. There are no 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 knowledge of any landfills, hazardous wastes, fault lines, or sinkholes on the Property.

(8) Notice of Violations. Seller has no 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. All permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals material to the Property and the use to which the Property is presently being put have been duly obtained and are in full force and effect, and, 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 or, to Seller's Knowledge, 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 in respect to the Property.

(12) Environmental. To Seller's knowledge and without conducting any independent inquiry, there are no 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 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**”). Further, Seller covenants and agrees to make its policies, procedures and practices regarding compliance with the Orders, if any, available to Purchaser for its review and inspection during normal business hours and upon reasonable prior notice.

(i) Neither Seller nor any beneficial owner of Seller:

(A) is listed on one or more of the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”);

(B) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders;

(C) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(D) shall transfer or permit the transfer of any interest in Seller or any beneficial owner in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the Lists.

(ii) Seller hereby covenants and agrees that if Seller obtains knowledge that Seller or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Seller shall immediately notify Purchaser in writing, and in such event, Purchaser shall have the right to terminate this Agreement without penalty or liability to Seller immediately upon delivery of written notice thereof to Seller. In such event the Earnest Money shall promptly be returned to Purchaser, and neither party shall have any further liability or obligation to the other under this Agreement, 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 intended to survive the termination of this Agreement.

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

(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 as of the date hereof and continuing through and including Closing Date, as follows:

(1) **Due Authority.** 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 of the Property, 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. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Purchaser is a party or by which it is bound.

(2) **Bankruptcy.** Purchaser has not (i) made a general assignment for the benefit of creditors; (ii) filed any involuntary petition in bankruptcy or suffered the filing of an involuntary petition by Purchaser's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Purchaser's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets; (v)

admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or compromise to its creditors generally.

(3) Encumbrances. Purchaser shall neither encumber nor cause any liens to be created against the Property in any way, nor record this Agreement or a memorandum hereof, prior to Closing.

(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. If (i) any of Purchaser'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 Seller becomes aware of such fact through Purchaser's notification or otherwise, then Seller may, at Seller's option, exercised by written notice to Purchaser (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 retained by Seller and Seller shall have no further liability or obligation hereunder by reason thereof, 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 Purchaser hereunder results from the willful and intentional act of Purchaser, Seller shall also have the rights and remedies available to Seller under Section 18(b) of this Agreement upon a default by Purchaser of its obligations under this Agreement. The representations and warranties contained in this Section 6 shall survive Closing for a term of one (1) year.

(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 or dispose of or abandon either thereof.

(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) **Intentionally Deleted.**

(b) **Due Diligence Materials.** Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser, existing copies, if any, in Seller's possession, of the following: (i) a copy of all existing policy(ies) of title insurance covering the Property; (ii) a copy of all prior survey(s) completed with respect to all or any portion of the Property; (iii) environmental assessments; (iv) structural and engineering reports; (v) soil reports; (vi) traffic studies; (vii) sewer analyses; (viii) the zoning designation of the Property and a list of all restrictive covenants affecting the Property; and (ix) any other document and/or report reasonably requested by Purchaser (collectively, the "**Due Diligence Materials**"). Seller's failure to deliver the Due Diligence Materials within the 10-day period set forth herein shall result in an extension of the Due Diligence Period equal to Seller's delay in delivery.

(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, including, but not limited to a default by Seller under this Agreement, the failure of a Purchaser Closing Condition, the Zoning Contingency, the Plan Contingency, or the CON Contingency.

(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 twenty-four (24) 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, including, without limitation, 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 24 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 books and records and other materials relating to the 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 (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 one hundred eighty (180) 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. Notwithstanding the foregoing, Purchaser shall have six (6) options to extend the Zoning Contingency Period for thirty (30) days each (each, a "**Zoning Contingency Extension Period**") by (i) providing notice on or prior to the then applicable Zoning Contingency Period expiration date, or the then applicable Zoning Contingency Extension Period expiration date, and (ii) paying

to the Escrow Agent an amount equal to Five Thousand and No/100 Dollars (\$5,000.00) (the “**Zoning Extension Fee**”), which Zoning Extension Fee shall be (1) fully refundable, except due to an event of Purchaser default, and applicable to the Purchase Price at Closing, for the first three (3) Zoning Extension Fees paid, and (2) non-refundable, except in the event of Seller’s default, in which case such Zoning Extension Fees shall be refundable to Purchaser, and not applicable to the Purchase Price for the second three (3) Zoning Extension Fees paid.

(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 and/or civil construction drawings (the “**Site Plan**”) as required for development of the Intended Development prior to the expiration of the Zoning Contingency Period; 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 O’Fallon, Missouri does not approve the Preliminary Plat and/or the Site Plan prior to the expiration of the Zoning 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 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 (i) July 30, 2025, with the anticipated decision to be delivered on November 10, 2025; OR (ii) September 24, 2025, with the anticipated decision to be delivered on January 5, 2026 (the later of which is the “**CON Deadline**”).

(h) 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) Promptly 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 the Due Diligence Period (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 "**Objectionable 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 five (5) business days after receiving Purchaser's Objection Notice, Seller shall conclusively be deemed to have elected not to remove the Objectionable Exceptions at or before Closing. On the other hand, if Seller notifies Purchaser and Escrow Agent in writing within five (5) business days after receipt of Purchaser's Objection Notice that it has elected to cure one or more of said Objectionable 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 Objectionable Exceptions that Seller has elected to cure. Purchaser shall have the right to either: (a) terminate this Agreement by delivering written notice within five (5) business days after receipt of such Seller's Notice or after Seller's failure to cure an Objectionable 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 Objectionable 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, or (ii) would materially and adversely affect Purchaser's contemplated use(s) of 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) Purchaser, at its sole expense, shall order 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). 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 last of the Contingencies have been satisfied, or such other date as the parties may agree in writing, provided that all conditions precedent to Closing 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 Purchaser's proposed use(s) of 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) Any and all permits, consents, authorizations, licenses, certificates of need, zoning, rezoning, plat approvals, variances, waivers, and/or utility confirmation (collectively, the "**Approvals**") obtained during the Due Diligence Period and/or Zoning Contingency Period, as applicable, shall not have been modified, repealed, rescinded, revoked or terminated, 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.

(f) 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.

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

(h) 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, to the best of Seller's Knowledge with no obligation of conducting independent inquiry, that would materially and adversely affect Seller's ability to perform its obligations under this Agreement.

(i) 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.

(j) Seller shall have delivered, dated no earlier than thirty (30) days prior to the Closing Date, an estoppel certificate from the applicable association of WingHaven, which estoppel certificate shall confirm (i) there are no defaults or any conditions that could give rise to a default under the existing declaration (the "**Declaration**"), (ii) there are no amounts currently owed by any party under the Declaration, (iii) the Property complies with the conditions set forth in the Declaration, (iv) whether the Declaration has been assigned, modified, or amended in any

way by it and if so, then stating the nature thereof, and (v) that the anticipated use as a continuum of care senior community, as set forth on the Site Plan, is agreeable to the WingHaven Commercial Architectural Committee.

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 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.

(c) All instruments and documents required on Purchaser'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.

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

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.
- (b) 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.
- (c) FIRPTA. An affidavit, in the form attached hereto as **Exhibit D**, 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).
- (d) 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.
- (e) 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.
- (f) Authority Documents. Customary authorization and governance documents as the Title Insurer may reasonably require.
- (g) Settlement Statement. A signature page to the settlement statement as prepared by the Escrow Agent.
- (h) Additional Forms. A Form 1099-S as applicable.
- (i) 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.
- (j) Assignment of Intangibles. An Assignment of Intangibles, in the form attached hereto as **Exhibit E** ("**Assignment of Intangibles**").

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) Assignment of Intangibles. A counterpart of the Assignment of Intangibles.

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

(d) Certificate. A certificate of Purchaser dated as of the Closing Date certifying that the representations and warranties of Purchaser set forth in **Section 6(b)** of this Agreement as applicable, remain true and correct in all material respects as of the Closing Date.

(e) 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 reprorations, or 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 five (5) 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 five (5) 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, up to a maximum amount of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) 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) One-half (½) of the escrow fee, shall be borne and paid by Seller.

(b) Title insurance premiums for the standard coverage Title Policy, and 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 Schneider Commercial Partners, LLC, 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)(1) 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 St. Charles 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:

O’Fallon 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:

Farhad and Michele Khani
2530 Rock Rd.
Granite City, IL 62040

with a copy to:

Hamilton Weber LLC
200 N. 3rd Street

St. Charles, MO 63301
 Attention: Drew Weber
 Email: dweber@hamiltonweber.com
 Phone: 636-493-8493

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. Any notice to be delivered pursuant to this Agreement (including without limitation, any notice or responses related to title, survey or other due diligence matters) may be delivered by either Purchaser or its counsel or Seller or its counsel and the delivery of notice 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 for purposes of delivering notices until the time that Purchaser or Seller notifies the other party in writing that their counsel does not have authority to deliver notices of this Agreement on its behalf, respectively.

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

(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. If the party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(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. 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) St. Charles County, or local municipal, 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 and Seller shall have the right to discuss the Intended Development and

related aspects of the same with the City of O'Fallon, Missouri and any St. Charles County officials and representatives.

(p) Indemnification.

(1) Seller hereby agrees to indemnify, protect, defend and hold Purchaser 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) relating to the Property (except acts occurring during the Due Diligence Period due to the conduct of Purchaser's agents or invitees) or as a result of a breach or inaccuracy of one of Seller's 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.

(2) Purchaser hereby agrees to indemnify, protect, defend and hold Seller and their heirs, personal representatives, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) caused by Purchaser after Closing (or as a result of a material breach or inaccuracy of one of Purchaser's 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, 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 (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). 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 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, and hereby unconditionally and irrevocably releases and discharges Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Purchaser or Seller, as applicable, against Affiliates, 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:

FARHAD KHANI

DocuSigned by:

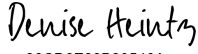
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Name: Farhad Khani

MICHELE KHANI

DocuSigned by:

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Name: Michele Khani

PURCHASER:

**O'FALLON SENIOR LIVING COMMUNITY,
LLC,**
a Missouri limited liability company

Signed by:

By: 36CD0E88B30546A...
Name: Denise Heintz
Title: Owner

LIST OF EXHIBITS AND SCHEDULES

EXHIBITS	DESCRIPTIONS
1. EXHIBIT A	LEGAL DESCRIPTION
2. EXHIBIT B	LIST OF SERVICE CONTRACTS
3. EXHIBIT C	FORM OF DEED
5. EXHIBIT D	FORM OF FIRPTA AFFIDAVIT
6. EXHIBIT E	FORM OF ASSIGNMENT OF INTANGIBLES

EXHIBIT A

DESCRIPTION OF PROPERTY

A TRACT OF LAND LOCATED IN PART OF U. S. SURVEY 1669, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE 5TH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI, AND PART OF MONSANTO ANIMAL AGRICULTURAL FARM, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 165 OF THE RECORDER'S OFFICE IN ST. CHARLES COUNTY, MISSOURI, AND BEING PART OF LARGER TRACTS OF LAND AS CONVEYED TO NOVUS CAMPUS, LLC BY INSTRUMENTS RECORDED IN BOOK 2178, PAGE 549 AND BOOK 2908, PAGE 2008 OF THE ABOVE SAID RECORDER'S OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF A TRACT OF LAND AS CONVEYED TO TRISTAR WING, L.L.C. BY INSTRUMENT RECORDED IN BOOK 2908, PAGE 2011 OF THE ABOVE SAID RECORDER'S OFFICE WITH THE SOUTHEASTERLY LINE OF WINGHAVEN BOULEVARD, 100 FEET WIDE, AS ESTABLISHED BY INSTRUMENT RECORDED IN BOOK 2012, PAGE 1562 AND BOOK 2012, PAGE 1729 OF THE ABOVE SAID RECORDER'S OFFICE; THENCE ALONG LAST SAID SOUTHEASTERLY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 59 DEGREES 43 MINUTES 48 SECONDS EAST 365.09 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25,837.45 FEET; THENCE NORTHEASTERLY ALONG LAST CURVE, WITH A CHORD WHICH BEARS NORTH 59 DEGREES 18 MINUTES 23 SECONDS EAST 379.19 FEET, AN ARC DISTANCE OF 379.19 FEET TO A POINT OF COMPOUND CURVATURE TO THE LEFT FOR WHICH THE RADIUS POINT BEARS NORTH 31 DEGREES 07 MINUTES 03 SECONDS WEST 550.00 FEET; THENCE NORTHEASTERLY ALONG LAST SAID CURVE, WITH A CHORD BEARS NORTH 45 DEGREES 56 MINUTES 38 SECONDS EAST 246.30 FEET, AN ARC DISTANCE OF 248.41 FEET; THENCE DEPARTING LAST SAID SOUTHEASTERLY LINE SOUTH 43 DEGREES 35 MINUTES 26 SECONDS EAST 393.28 FEET; THENCE SOUTH 39 DEGREES 22 MINUTES 43 SECONDS WEST 691.88 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 25 SECONDS WEST 283.56 FEET TO THE NORTHEASTERLY LINE OF THE ABOVE SAID TRISTAR WING, L.L.C. TRACT; THENCE ALONG LAST SAID NORTHEASTERLY LINE NORTH 53 DEGREES 57 MINUTES 22 SECONDS WEST 453.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 437,079 SQUARE FEET OR 10.034 ACRES MORE OR LESS ACCORDING TO CALCULATIONS PERFORMED BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. ON DECEMBER 22, 2004; ALSO BEING ALL OF ADJUSTED PARCEL B OF BOUNDARY ADJUSTMENT PLAT OF NOVUS CAMPUS ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 42, PAGE 37 AND 38 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS.

EXHIBIT B

LIST OF SERVICE CONTRACTS

None.

EXHIBIT C

FORM OF SPECIAL WARRANTY DEED

This DEED is made this ___ day of _____, 202_, by and between Farhad Khani and Michele Khani, husband and wife, with an address of [_____] (“**Grantor**”) and [_____] (“**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 GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, 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 St. Charles and State of Missouri (the “Property”), to wit:

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

SUBJECT TO: The permitted exceptions described on **Exhibit B** attached hereto.

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 as above stated; 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.

Farhad Khani

Michele Khani

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally appeared Farhad Khani and Michele Khani, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission Expires:

Notary Public in and for said County and
State

[SEAL]

Print Name: _____

Exhibit A

LEGAL DESCRIPTION

[To be inserted and confirmed by Title Insurer]

Exhibit B

PERMITTED EXCEPTIONS

EXHIBIT D**FORM OF FIRPTA AFFIDAVIT**

Section 1445 of the Internal Revenue Code, as amended, provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the Transferee (as defined below) that withholding of tax is not required upon the disposition of a United States real property interest by _____, a _____ (the “**Transferor**”) to _____, a _____ (the “**Transferee**”) relating to the real property described on **Schedule A** hereto (the “**Transferred Interests**”), the undersigned, being first duly sworn upon oath, does hereby depose and say, and does hereby on behalf of the Transferor represent that the following is true as of the date hereof:

1. _____ is the _____ of Transferor, and is familiar with the affairs and business of Transferor;

2. Transferor is not a foreign person; that is, Transferor is not a nonresident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate (as all such terms are defined in the Internal Revenue Code of 1986, as amended, and United States Treasury Department Income Tax Regulations in effect as of the date hereof);

3. Transferor is a _____ duly organized, validly existing and in good standing under the laws of the State of _____;

4. Transferor’s United States employer identification number is _____;

5. Transferor’s office address and principal place of business is c/o _____; and

6. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

The undersigned and Transferor understand that this affidavit and certification may be disclosed to the United States Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

All terms (whether capitalized or not) used but not defined herein shall have the same respective meanings as in the Internal Revenue Code of 1986, as amended, and the United States Treasury Department Income Tax Regulations in effect as of the date hereof.

Under penalties of perjury, we declare that we have examined this affidavit and certificate, and to the best of our knowledge and belief, it is true, correct and complete. We further declare that we have authority to sign this affidavit and certificate on behalf of the Transferor.

IN WITNESS WHEREOF, Transferor has executed and delivered this FIRPTA Affidavit as of _____, 202__.

_____, a _____

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

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION OF INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLES (“**Assignment**”) dated as of [] (the “**Effective Date**”) between Farhad Khani and Michele Khani (“**Assignor**”) and [] (“**Assignee**”).

A. Assignor has conveyed to Assignee that certain parcel of real property and improvements located at _____ pursuant to that certain Real Estate Sale Agreement, dated as of _____, 202__ (the “**Agreement**”) by and between Assignor, as Seller, and Assignee, as Purchaser. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

B. Assignor and Assignee have also agreed to complete an assignment and transfer of all of Assignor and its affiliate(s) right, title and interest in and to all of the intangible property directly or indirectly related to the real property legally described on Exhibit A attached hereto (the “Property”), on the terms and conditions contained herein.

C. Assignor now desires to assign and transfer to Assignee all of Assignor’s right, title and interest in, to and under the Intangibles (defined below).

1. Definition of Intangibles. For purposes of this Assignment, “Intangibles” shall mean the following: (i) all licenses, contracts, permits, certificates of occupancy, approvals, dedications, or entitlements issued, approved or granted by federal, state or municipal authorities or otherwise in connection with the Property and its renovation, construction, use, maintenance, repair, leasing or operation; and (ii) all licenses, consents, easements, rights of way and approvals required from private parties to make use of utilities, to insure pedestrian ingress and egress to the Property and to insure continued use of any vaults under public rights-of-way presently used in the operation of the Property or contemplated to be used in any project to be located at the Property.

2. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged and agreed and to the maximum extent permitted by applicable law, Assignor hereby grants, transfers and assigns to Assignee all of its right, title and interest of Assignor in and to the Intangibles and Assignee hereby assumes all of Assignor’s right, title and interest in and to the Intangibles. To the extent that any affiliate(s) of Assignor are the direct or indirect owner of any Intangibles related to the Property, the Assignor shall cause such affiliate(s) to enter into an assignment in substantially the same form as this Assignment assigning such affiliate(s) right, title and interest in and to the Intangibles to the Assignee.

3. Indemnity. Assignor agrees to indemnify, protect, defend and hold Assignee and its officers, directors, members, 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) (collectively, “**Losses**”) relating to the Intangibles and accruing any time prior to the Closing or relating to time periods prior to Closing, including without limitation, any amounts related to the Intangibles that are payable by Assignor pursuant to Section 3 of this Assignment. Assignee agrees to indemnify, protect, defend and hold Assignor and its officers, directors, members, partners, shareholders, employees and agents harmless from and against any Losses relating to the Intangibles and accruing any time after the Closing or relating to time periods after Closing, including without limitation, any amounts related to the Intangibles that are payable by Assignee pursuant to Section 3 of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

6. Governing Law. This Assignment shall be governed and interpreted in accordance with the laws of the State of Missouri.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

FARHAD KHANI

Name: Farhad Khani

MICHELE KHANI

Name: Michele Khani

ASSIGNEE:

By: _____

Name: _____

Its: _____

EXHIBIT A TO ASSIGNMENT OF INTANGIBLES

LEGAL DESCRIPTION

Y:38.751441 X:-90.744594

16207

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	POPULATION- 65+			Project Number:			Project Address:			38.751441,-90.744594					
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	63025	3,511	Byrnes Mill	668	20%	134	2,378	1,133	0%	0	0%	0	0	0
4				Eureka	2,758	80%	2,206					0%	0		
5				LaBarque Creek	376	10%	38					0%	0		
6	2	63055	529	Gray Summit	579	5%	29	29	500	35%	175	0%	0	0	175
7							0						0		
8							0						0		
9	3	63069	3,281	Eureka	2,758	20%	552	2,059	1,222	25%	306	0%	0	0	306
10				Gray Summit	579	30%	0					0%	0		
11				LaBarque Creek	376	50%	0					0%	0		
12				Lake Tekakwitha	45	100%	45					0%	0		
13				Pacific	1,462	100%	1,462					0%	0		
14	4	63348	2,971	Foristell	233	100%	233	233	2,738	100%	2,738	100%	233	233	2,971
15							0						0		
16							0						0		
17	5	63357	1,477	Marthasville	188	100%	188	188	1,289	15%	193	0%	0	0	193
18				Three Creeks	0	100%	0					0%	0		
19							0						0		
20	6	63362	1,684	Fountain N' Lakes	23	100%	23	822	862	60%	517	0%	0	32	549
21				Moscow Mills	649	100%	649					5%	32		
22				Troy	3,008	5%	150					0%	0		
23	7	63369	618	Chain of Rocks	12	100%	12	62	556	80%	445	100%	12	62	507
24				Old Monroe	50	100%	50					100%	50		
25							0						0		
26	8	63379	5,688	Troy	3,008	95%	2,858	2,858	2,830	0%	0	0%	0	0	0
27							0						0		
28							0						0		
29	9	63389	1,323	Winfield	218	100%	218	218	1,105	15%	166	0%	0	0	166
30							0						0		
31							0						0		
32	10	63390	3,017	Innsbrook	460	100%	460	1,302	1,715	20%	343	0%	0	42	385
33				Warrenton	1,919	0%	0					0%	0		
34				Wright City	842	100%	842					5%	42		
35	11	63005	3,963				0	0	3,963	100%	3,963		0	0	3,963
36							0						0		
37							0						0		
38	12	63011	9,361				0	0	9,361	65%	6,085		0	0	6,085
39							0						0		
40							0						0		
41	13	63017	14,214				0	0	14,214	90%	12,793		0	0	12,793
42							0						0		
43							0						0		
44	14	63021	11,416				0	0	11,416	10%	1,142		0	0	1,142
45							0						0		
46							0						0		
47	15	63038	1,415				0	0	1,415	95%	1,344		0	0	1,344
48							0						0		
49							0						0		
50	16	63040	1,481				0	0	1,481	100%	1,481		0	0	1,481
51							0	128					0		
52							0						0		
53	17	63043	4,300				0	0	4,300	40%	1,720		0	0	1,720

	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
54							0						0		
55							0						0		
56	18	63044	2,676				0	0	2,676	0%	0		0	0	0
57							0						0		
58							0						0		
59	19	63045	5				0	0	5	35%	2		0	0	2
60							0						0		
61							0						0		
62	20	63073	564				0	0	564	100%	564		0	0	564
63							0						0		
64							0						0		
65	21	63141	6,034				0	0	6,034	10%	603		0	0	603
66							0						0		
67							0						0		
68	22	63146	8,040				0	0	8,040	55%	4,422		0	0	4,422
69							0						0		
70							0						0		
71	23	63301	11,964				0	0	11,964	40%	4,786		0	0	4,786
72							0						0		
73							0						0		
74	24	63303	10,738				0	0	10,738	100%	10,738		0	0	10,738
75							0						0		
76							0						0		
77	25	63304	8,626				0	0	8,626	100%	8,626		0	0	8,626
78							0						0		
79							0						0		
80	26	63332	470				0	0	470	70%	329		0	0	329
81							0						0		
82							0						0		
83	27	63341	999				0	0	999	100%	999		0	0	999
84							0						0		
85							0						0		
86	28	63365	27				0	0	27	100%	27		0	0	27
87							0						0		
88							0						0		
89	29	63366	11,574				0	0	11,574	100%	11,574		0	0	11,574
90							0						0		
91							0						0		
92	30	63367	7,553				0	0	7,553	100%	7,553		0	0	7,553
93							0						0		
94							0						0		
95	31	63368	7,909				0	0	7,909	100%	7,909		0	0	7,909
96							0						0		
97							0						0		
98	32	63376	17,307				0	0	17,307	100%	17,307		0	0	17,307
99							0						0		
							0						0		
100															
101	33	63385	10,274				0	0	10,274	100%	10,274		0	0	10,274
							0	129					0		
102															
103							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
104							0						0		
105			175,009		20,211		10,148	10,148	164,861		119,122		370	370	119,492
106														Bed Need	2987
107	Rev. 05/2013														

**SERVICE-SPECIFIC REVENUES AND EXPENSES****Project Title:** South O'Fallon**Project #:** 6233 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>\$289</u>	<u>\$299</u>
Gross Revenue	<u>\$0</u>	<u>\$3,218,509</u>	<u>\$6,377,481</u>
Revenue Deductions	<u>24,000</u>	<u>144,000</u>	<u>92,150</u>
Operating Revenue	<u>-24,000</u>	<u>3,074,509</u>	<u>6,285,331</u>
Other Revenue	<u>779</u>	<u>16,923</u>	<u>24,523</u>
TOTAL REVENUE	<u>-\$23,221</u>	<u>\$3,091,432</u>	<u>\$6,309,854</u>
Expenses:			
Direct Expenses			
Salaries	<u>294,906</u>	<u>2,679,108</u>	<u>2,882,797</u>
Fees	<u>51,006</u>	<u>321,270</u>	<u>326,045</u>
Supplies	<u>22,574</u>	<u>212,390</u>	<u>315,039</u>
Other	<u>200,432</u>	<u>1,650,039</u>	<u>1,768,074</u>
TOTAL DIRECT	<u>\$568,918</u>	<u>\$4,862,807</u>	<u>\$5,291,955</u>
Indirect Expenses			
Depreciation	<u>538,375</u>	<u>538,375</u>	<u>538,375</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>983</u>	<u>6,352</u>	<u>6,805</u>
TOTAL INDIRECT	<u>\$1,381,758</u>	<u>\$1,376,782</u>	<u>\$1,366,252</u>
TOTAL EXPENSES	<u>\$1,950,676</u>	<u>\$6,239,589</u>	<u>\$6,658,207</u>
NET INCOME (LOSS):	<u>-\$1,973,897</u>	<u>-\$3,148,157</u>	<u>-\$348,353</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:** South O'Fallon**Project #:** 6233 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>25,794</u>	<u>25,868</u>	<u>25,794</u>
Revenue:			
Average Charge**	<u>\$296</u>	<u>\$303</u>	<u>\$313</u>
Gross Revenue	<u>\$7,626,645</u>	<u>\$7,847,609</u>	<u>\$8,079,080</u>
Revenue Deductions	<u>55,300</u>	<u>0</u>	<u>0</u>
Operating Revenue	<u>7,571,345</u>	<u>7,847,609</u>	<u>8,079,080</u>
Other Revenue	<u>26,714</u>	<u>27,533</u>	<u>28,353</u>
TOTAL REVENUE	<u>\$7,598,059</u>	<u>\$7,875,142</u>	<u>\$8,107,433</u>
Expenses:			
Direct Expenses			
Salaries	<u>2,953,244</u>	<u>3,016,687</u>	<u>3,083,815</u>
Fees	<u>298,059</u>	<u>284,817</u>	<u>290,135</u>
Supplies	<u>331,183</u>	<u>327,041</u>	<u>330,694</u>
Other	<u>1,827,304</u>	<u>1,881,924</u>	<u>1,940,581</u>
TOTAL DIRECT	<u>\$5,409,790</u>	<u>\$5,510,469</u>	<u>\$5,645,225</u>
Indirect Expenses			
Depreciation	<u>538,375</u>	<u>538,375</u>	<u>538,375</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>7,259</u>	<u>7,713</u>	<u>8,166</u>
TOTAL INDIRECT	<u>\$1,355,046</u>	<u>\$1,343,121</u>	<u>\$1,330,431</u>
TOTAL EXPENSES	<u>\$6,764,836</u>	<u>\$6,853,590</u>	<u>\$6,975,656</u>
NET INCOME (LOSS):	<u>\$833,223</u>	<u>\$1,021,552</u>	<u>\$1,131,776</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 25, 2025

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

Re: O'Fallon Senior Living, LLC, CON Application #6233 RS

Dear Staff and Committee:

I am writing in support of the O'Fallon Senior Living, LLC's proposed plan for the construction of a new assisted living facility on the southwest side of 8000 Phoenix Parkway, along Winghaven Boulevard in O'Fallon, MO 63368.

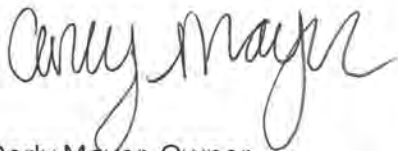
This new development will be a great asset to O'Fallon's senior residents, offering a continuum of care through all stages of aging using modern technology to support wellness and longevity. This senior community will be developed by O'Reilly Development, a company with extensive experience in multiple types of housing, including senior, student, and affordable housing. Arrow Senior Living Management, a St. Charles, Missouri-based leader in the senior housing industry, will oversee daily operations.

I am confident in the development and management team's dedication to providing high-quality, dignified care for area seniors. With their strong track record and hands-on, innovative approach, I believe this team will deliver real benefits to seniors, their families, employees, and the O'Fallon community by addressing a crucial healthcare need.

With the team's demonstrated commitment and the clear value this project brings to the community, I am pleased to support their efforts and advocate for the approval of this certificate of need.

Thank you for your consideration of this important matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Carly Mayer". The signature is fluid and cursive, with the first name "Carly" and last name "Mayer" clearly distinguishable.

Carly Mayer, Owner
SYNERGY HomeCare of St. Charles

CAPITOL OFFICE
State Capitol
201 W Capitol Ave., 207B
Jefferson City, MO 65101

Tele: (573) 751-1470
E-Mail:
Mark.Matthiesen@house.mo.gov



COMMITTEES
Vice Chairman:
Insurance

Committees:
General Laws
Consent and Procedure
Ways and Means

MISSOURI HOUSE OF REPRESENTATIVES

Mark Matthiesen

State Representative
District 107

August 12, 2025

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

Re: O'Fallon Senior Living, LLC, CON Application #6233 RS

Dear Staff and Committee:

I am writing in support of the O'Fallon Senior Living, LLC's proposed plan for the construction of a new assisted living facility on the southwest side of 8000 Phoenix Parkway, along Wingham Boulevard in O'Fallon, MO 63368.

This new development will be a great asset to O'Fallon's senior residents, offering a continuum of care through all stages of aging using modern technology to support wellness and longevity. This senior community will be developed by O'Reilly Development, a company with extensive experience in multiple types of housing, including senior, student, and affordable housing. Arrow Senior Living Management, a St. Charles, Missouri-based leader in the senior housing industry, will oversee daily operations.

I am confident in the development and management team's dedication to providing high-quality, dignified care for area seniors. With their strong track record and hands-on, innovative approach, I believe this team will deliver real benefits to seniors, their families, employees, and the O'Fallon community by addressing a crucial healthcare need.

With the team's demonstrated commitment and the clear value this project brings to the community, I am pleased to support their efforts and advocate for the approval of this certificate of need.

Thank you for your consideration of this important matter.

Sincerely,

A handwritten signature in black ink that reads "Mark Matthiesen". The signature is written in a cursive style with a large, stylized initial "M".

Mark Matthiesen
Missouri State Representative-District 107

August 5, 2025

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

Re: O'Fallon Senior Living, LLC, CON Application #6233 RS

Dear Staff and Committee:

I am writing in support of the O'Fallon Senior Living, LLC's proposed plan for the construction of a new assisted living facility on the southwest side of 8000 Phoenix Parkway, along Winghaven Boulevard in O'Fallon, MO 63368.

This new development will be a great asset to O'Fallon's senior residents, offering a continuum of care through all stages of aging using modern technology to support wellness and longevity. This senior community will be developed by O'Reilly Development, a company with extensive experience in multiple types of housing, including senior, student, and affordable housing. Arrow Senior Living Management, a St. Charles, Missouri-based leader in the senior housing industry, will oversee daily operations.

I am confident in the development and management team's dedication to providing high-quality, dignified care for area seniors. With their strong track record and hands-on, innovative approach, I believe this team will deliver real benefits to seniors, their families, employees, and the O'Fallon community by addressing a crucial healthcare need.

With the team's demonstrated commitment and the clear value this project brings to the community, I am pleased to support their efforts and advocate for the approval of this certificate of need.

Thank you for your consideration of this important matter.

Sincerely,



August 5, 2025

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

Re: O'Fallon Senior Living, LLC – CON Application #6233 RS

Dear Staff and Committee Members,

As a proud homeowner in O'Fallon, MO, and Licensed Nursing Home Administrator with extensive experience overseeing the daily operations, regulatory compliance, and quality of care in senior living communities, I am writing to express my strong support for O'Fallon Senior Living, LLC's proposal to construct a new assisted living facility at 8000 Phoenix Parkway, O'Fallon, Missouri.

Our community continues to face a growing need for safe, compassionate, and professionally managed residential care options for older adults. This proposed development will not only help meet that need but will also enhance the continuum of care available to residents as they age, ensuring that individualized care and dignity remain at the forefront.

Arrow Senior Living Management has demonstrated outstanding leadership in delivering person-centered, innovative care solutions. Their emphasis on staff training, compliance with state and federal regulations, and integration of wellness-focused technologies aligns with best practices in our profession.

Based on my experience, I am confident that this project will provide exceptional benefits to residents, their families, and the broader O'Fallon community. It will expand access to quality senior housing, create meaningful employment opportunities, and strengthen local healthcare resources.

I respectfully urge the committee to approve this certificate of need application so that this vital project can move forward without delay.

Thank you for your time and thoughtful consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Joe Vanhooser', with a long horizontal flourish extending to the right.

Joe Vanhooser, LNHA
Licensed Nursing Home Administrator

State Senator Nick Schroer
201 W. Capitol Ave., Rm. 227
Jefferson City, Missouri 65101
(573) 751-1282



Judiciary and Civil and Criminal
Jurisprudence, Chair,
Education and Workforce Development,
Emerging Issues,
Transportation, Infrastructure and
Public Safety

August 5, 2025

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

Re: O'Fallon Senior Living, LLC, CON Application #6233 RS

Dear Staff and Committee:

I am writing in support of the O'Fallon Senior Living, LLC's proposed plan for the construction of a new assisted living facility on the southwest side of 8000 Phoenix Parkway, along Winghaven Boulevard in O'Fallon, MO 63368.

This new development will be a great asset to O'Fallon's senior residents, offering a continuum of care through all stages of aging using modern technology to support wellness and longevity. This senior community will be developed by O'Reilly Development, a company with extensive experience in multiple types of housing, including senior, student, and affordable housing. Arrow Senior Living Management, a St. Charles, Missouri-based leader in the senior housing industry, will oversee daily operations.

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With the team's demonstrated commitment and the clear value this project brings to the community, I am pleased to support their efforts and advocate for the approval of this certificate of need.

Thank you for your consideration of this important matter.

Sincerely,

A handwritten signature in black ink, appearing to be "N. Schroer", written over a light gray rectangular background.

Senator Nick Schroer
2nd Senatorial District
St. Charles Missouri



ST. LOUIS POST-DISPATCH

AFFIDAVIT OF PUBLICATION

Graves Garrett
1100 Main Street, Suite 2700
Kansas City, MO 64105
Attn: Christina Black (Affidavit Enclosed)

Ad Number – 151025 – PO# Christina Black - Description: O'Fallon Senior Living Community, LLC is seeking Certificate of Need approval...

THE ATTACHED ADVERTISEMENT WAS PUBLISHED

In the St. Louis Post-Dispatch on the following date(s): 8/15/2025

A version of the ad also appeared on STLtoday.com starting: 8/15/2025

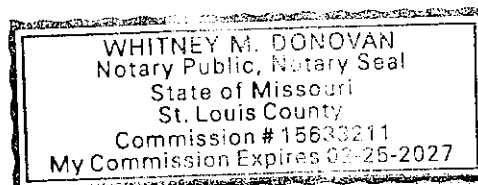
COMPANY REPRESENTATIVE

O'Fallon Senior Living Community, LLC is seeking Certificate of Need approval to develop and construct a 76-bed assisted living facility with memory care units on the southwest side of 8000 Phoenix Parkway, along Winghaven Boulevard in O'Fallon, MO 63368 (Project No. 6233RS). 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.

SWORN TO AND SUBSCRIBED BEFORE ME
THIS August 22, 2025

NOTARY PUBLIC, CITY OF ST. LOUIS

901 N. TENTH ST., ST LOUIS MO 63101
PHONE 314-340-8000



August 27, 2025

This letter will serve as my Affidavit of Publication that Westplex Media Group, LLC, publisher of the Community News, a newspaper having a general circulation in St. Charles and St. Louis County, Missouri, published the Public Notice. The notice was placed on the following dates:

Dates of Publication: August 20, 2025

Cost: \$115.00

Sincerely,

Tim Schmidt

Tim Schmidt

Publisher/Owner

Community News

tim@mystandardnews.com

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 O'Fallon 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 E. 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
Abbey Senior Health (Opened 5/11/23)	206 North Main St	O'Fallon	63366
Arbors at Mount Carmel, The	723 First Capitol Drive	St Charles	63301
Assisted Living at the Meadowlands	135 Meadowlands Estates Ln	O'Fallon	63366
Barathaven Alzheimer's Special Care Center	1030 Barathaven Blvd	Dardenne Prairie	63368
Boulevard Senior Living of St. Peters, The (Opened 4/29/24)	500 Bluffstone Circle	St. Peters	63304
Bristol Manor Of Wentzville	840 West Northview	Wentzville	63385
Caregivers Inn	1297 Feise Rd	Dardenne Prairie	63368
Cedarhurst of St. Charles Assisted Living & Memory Care	1800 First Capitol Drive	St. Charles	63301
Cedarhurst of Wentzville (CON App 7/12/21)	2 Cox Lane	Wentzville	63385
Chestnut Glenn - Assisted Living By Americare	121 Klondike Crossing	St Peters	63376
Clarendale of St. Peters	10 Dubray Drive	St. Peters	63376
Garden Villas of O'Fallon	7092 South Outer 364 Road	O'Fallon	63368
Glenfield Memory Care	118 Ohmes Road	Cottleville	63376
Hampton Manor of O'Fallon (CON App 5/24/21)	1191 Sonderen Street	O'Fallon	63376
Hampton Manor of St. Peters (Opened 12/12/24)	268 Jungermann Road	St. Peters	63376
Hampton Manor of Wentzville (Opened 10/18/2023)	21 Midland Park Drive	Wentzville	63385
Harvester Residential Care	35 Lillian Dr	St Charles	63304
Lake St Charles Assisted Living Apartments	45 Honey Locust Ln	St Charles	63303
Landing of O'Fallon, The	1000 Landing Circle	St. Charles	63304
Lutheran Senior Services at Breeze Park	600 Breeze Park Dr	St Charles	63304
Neurological Transitional Center (CON App. 5/1/23)	10 S. Woodlawn Ave.	O'Fallon	63366
New Perspective - Weldon Spring (Opened 10/3/24)	400 Siedentop Rd.	Weldon Spring	63304
NHC Place, St. Peters Memory Care	5300 Executive Center Parkway	St Peters	63376
Park Place II (License merged w/ Park Place 03/28/2022)	2000 Boardwalk Place Dr	O'Fallon	63368
Spencer Place - Assisted Living By Americare	265 Spencer Rd	St Peters	63376
St. Charles Senior Living Community (CON Approved 9/14/2020)	(38.832944,-90.491667)	St. Charles	63301
St. Louis Assisted Living Solutions, LLC (CON App. 9/12/23)	740 Peine Rd	Wentzville	63385
St. Peters Post Acute	5400 Executive Centre Pkwy	St Peters	63376
The Boulevard Senior Living of St. Charles	3340 Ehlmann Road	St. Charles	63301
The Boulevard Senior Living of Wentzville	120 Perry Cate Boulevard	Wentzville	63385
Twin Oaks at Heritage Pointe	228 Savannah Terrace	Wentzville	63385
Twin Oaks Estate, Inc	707 Emge Rd	O'Fallon	63366
Village Center Care of Wentzville (Closed 9/6/24)	909 E Pitman Ave	Wentzville	63385
Watermark at St. Peters (CON App 1/4/2022)	363 Jungermann Road	St. Peters	63376
Windsor Estates of St Charles (Closed 2/29/2024)	2150 West Randolph St	St Charles	63301
Brookdale West County	785 Henry Ave	Ballwin	63011
American House Wildwood Village	251 Plaza Drive	Wildwood	63040
Autumn View Gardens	16219 Autumn View Terrace Dr	Ellisville	63011
Brooking Park	307 South Woods Mill Rd	Chesterfield	63017

Facility Name	Address	City	Zip
Chesterfield Villas	14901 North Outer 40 Road	Chesterfield	63017
Fountains of West County AL, LLC, The	15822 Clayton Road	Ellisville	63011
Friendship Village Assisted Living & Memory Care (1)	15250 Village View Drive	Chesterfield	63017
Lumiere of Chesterfield, The (Opened 10/16/2024)	16255 Chesterfield Parkway West	Chesterfield	63017
Sunrise of Chesterfield	1880 Clarkson Rd	Chesterfield	63017
The Grande at Chesterfield	16300 Justus Post Road	Chesterfield	63017



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

August 18, 2025

Via USPS

Abbey Senior Health
Attn: Administrator
206 North Main St
O'Fallon, MO 63366

Re: O'Fallon Senior Living Community – Project No. 6233 RS

To Whom it May Concern:

Please be advised that O'Fallon 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 on the southwest side of 8000 Phoenix Parkway, along Winghaven Boulevard in O'Fallon, Missouri 63368.

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 Human Services indicated a population of 119,492 aged 65 and older within a 15-mile radius of Project #6233 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 2,940 licensed and available beds and an additional 329 CON approved beds within a 15-mile radius of Project #6233. See Attachment 3-2.3. Based on this data, there is a 282-bed surplus.

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

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

$$\text{Unmet Need} = (0.025 \times 119,492) - 3,269 = -282 \text{ beds}$$

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 surplus of 282 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 at least 891 beds when adjusting for necessary factors.***

The need for ALF units in St. Charles County—the county where Project #6233 RS will be located—is well documented. First, 784 available beds in the 15-mile radius are located within St. Louis County. This proposed project is separated from St. Louis County by the Missouri River. The Missouri River operates as a psychological barrier for many residents in the O'Fallon area, and they have no interest in moving across the Missouri River to live in an ALF facility located in St. Louis County. Therefore, as a practical matter, ALF beds located within St. Louis County are largely unavailable to residents of O'Fallon and the

surrounding area. When these beds are excluded from the bed inventory, the bed surplus within the 15-mile radius becomes an actual *bed need* of 502 beds.

Second, 199 of the 3,269 licensed and available beds in the 15-mile radius (and all in St. Charles County) 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* in the 15-mile radius increases to 701 beds.

Third, 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 69.7%. These chronically underused beds are represented by five established ALFs within St. Charles County that have an average occupancy rate of 60% or below over the last six quarters. When these approximately 190 chronically underused beds are excluded from the bed inventory, the actual *bed need* in the 15-mile radius increases to 891 beds.

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

Applicant's proposed facility will be distinguished from existing 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, O'Fallon Senior Living Community will feature state-of-the-art 2-D passive imaging technology in its rooms with activity analysis, fall risk, and fall detection monitoring. This will help 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 need in its market with modern facilities designed to improve the

continuum of care for O'Fallon-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

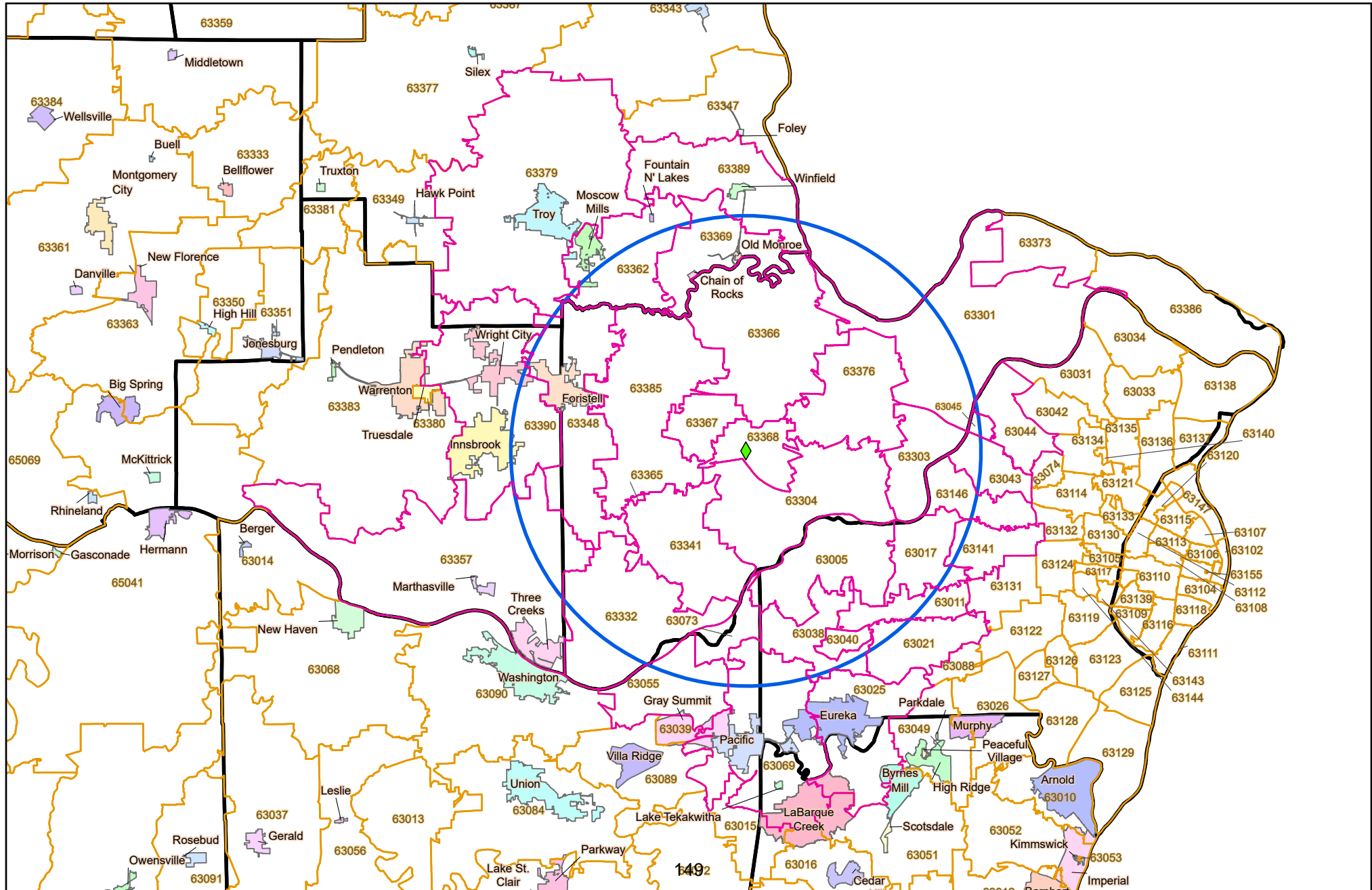
- 6. If the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain.**

N/A

DIVIDER III Attachments

CON 15 Mile Radius

Y:38.751441 X:-90.744594



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	POPULATION- 65+			Project Number:			Project Address:			38.751441,-90.744594					
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	63025	3,511	Byrnes Mill	668	20%	134	2,378	1,133	0%	0	0%	0	0	0
4				Eureka	2,758	80%	2,206					0%	0		
5				LaBarque Creek	376	10%	38					0%	0		
6	2	63055	529	Gray Summit	579	5%	29	29	500	35%	175	0%	0	0	175
7							0						0		
8							0						0		
9	3	63069	3,281	Eureka	2,758	20%	552	2,059	1,222	25%	306	0%	0	0	306
10				Gray Summit	579	30%	0					0%	0		
11				LaBarque Creek	376	50%	0					0%	0		
12				Lake Tekakwitha	45	100%	45					0%	0		
13				Pacific	1,462	100%	1,462					0%	0		
14	4	63348	2,971	Foristell	233	100%	233	233	2,738	100%	2,738	100%	233	233	2,971
15							0						0		
16							0						0		
17	5	63357	1,477	Marthasville	188	100%	188	188	1,289	15%	193	0%	0	0	193
18				Three Creeks	0	100%	0					0%	0		
19							0						0		
20	6	63362	1,684	Fountain N' Lakes	23	100%	23	822	862	60%	517	0%	0	32	549
21				Moscow Mills	649	100%	649					5%	32		
22				Troy	3,008	5%	150					0%	0		
23	7	63369	618	Chain of Rocks	12	100%	12	62	556	80%	445	100%	12	62	507
24				Old Monroe	50	100%	50					100%	50		
25							0						0		
26	8	63379	5,688	Troy	3,008	95%	2,858	2,858	2,830	0%	0	0%	0	0	0
27							0						0		
28							0						0		
29	9	63389	1,323	Winfield	218	100%	218	218	1,105	15%	166	0%	0	0	166
30							0						0		
31							0						0		
32	10	63390	3,017	Innsbrook	460	100%	460	1,302	1,715	20%	343	0%	0	42	385
33				Warrenton	1,919	0%	0					0%	0		
34				Wright City	842	100%	842					5%	42		
35	11	63005	3,963				0	0	3,963	100%	3,963		0	0	3,963
36							0						0		
37							0						0		
38	12	63011	9,361				0	0	9,361	65%	6,085		0	0	6,085
39							0						0		
40							0						0		
41	13	63017	14,214				0	0	14,214	90%	12,793		0	0	12,793
42							0						0		
43							0						0		
44	14	63021	11,416				0	0	11,416	10%	1,142		0	0	1,142
45							0						0		
46							0						0		
47	15	63038	1,415				0	0	1,415	95%	1,344		0	0	1,344
48							0						0		
49							0						0		
50	16	63040	1,481				0	0	1,481	100%	1,481		0	0	1,481
51							0	150					0		
52							0						0		
53	17	63043	4,300				0	0	4,300	40%	1,720		0	0	1,720

	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
54							0						0		
55							0						0		
56	18	63044	2,676				0	0	2,676	0%	0		0	0	0
57							0						0		
58							0						0		
59	19	63045	5				0	0	5	35%	2		0	0	2
60							0						0		
61							0						0		
62	20	63073	564				0	0	564	100%	564		0	0	564
63							0						0		
64							0						0		
65	21	63141	6,034				0	0	6,034	10%	603		0	0	603
66							0						0		
67							0						0		
68	22	63146	8,040				0	0	8,040	55%	4,422		0	0	4,422
69							0						0		
70							0						0		
71	23	63301	11,964				0	0	11,964	40%	4,786		0	0	4,786
72							0						0		
73							0						0		
74	24	63303	10,738				0	0	10,738	100%	10,738		0	0	10,738
75							0						0		
76							0						0		
77	25	63304	8,626				0	0	8,626	100%	8,626		0	0	8,626
78							0						0		
79							0						0		
80	26	63332	470				0	0	470	70%	329		0	0	329
81							0						0		
82							0						0		
83	27	63341	999				0	0	999	100%	999		0	0	999
84							0						0		
85							0						0		
86	28	63365	27				0	0	27	100%	27		0	0	27
87							0						0		
88							0						0		
89	29	63366	11,574				0	0	11,574	100%	11,574		0	0	11,574
90							0						0		
91							0						0		
92	30	63367	7,553				0	0	7,553	100%	7,553		0	0	7,553
93							0						0		
94							0						0		
95	31	63368	7,909				0	0	7,909	100%	7,909		0	0	7,909
96							0						0		
97							0						0		
98	32	63376	17,307				0	0	17,307	100%	17,307		0	0	17,307
99							0						0		
							0						0		
100															
101	33	63385	10,274				0	0	10,274	100%	10,274		0	0	10,274
							0	151					0		
102															
103							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
104							0						0		
105			175,009		20,211		10,148	10,148	164,861		119,122		370	370	119,492
106														Bed Need	2987
107	Rev. 05/2013														

County	Facility Name	Address	City	Zip	CON Approved	Licensed Beds	4th Qtr 2023	1st Qtr	2nd Qtr 2024	3rd Qtr 2024	4th Qtr 2024	1st Qtr 2025			Average Occup %		
St Charles	Abbey Senior Health (Opened 5/11/23)	206 North Main St	O'Fallon	63366	0	10	0	10	98.8%	85.8%	85.6%	88.3%	90.0%	900	771	85.7%	89.1%
St Charles	Arbors at Mount Carmel, The	723 First Capitol Drive	St Charles	63301	0	30	0	30	74.0%	71.4%	76.3%	72.3%	69.4%	2,700	1,915	70.9%	72.4%
St Charles	Assisted Living at the Meadowlands	135 Meadowlands Estates Ln	O'Fallon	63366	0	86	0	86	78.5%	81.2%	89.0%	96.2%	82.2%	7,740	6,370	82.3%	84.9%
St Charles	Barathaven Alzheimer's Special Care Center	1030 Barathaven Blvd	Dardenne Prairie	63368	0	66	0	66	74.4%	93.1%	94.4%	95.5%	94.0%	5,890	5,678	96.4%	91.3%
St Charles	Boulevard Senior Living of St. Peters, The (Opened 4/29/24)	500 Bluffstone Circle	St. Peters	63304	0	74	0	74				62.2%	78.5%	6,660	5,622	84.4%	75.0%
St Charles	Bristol Manor Of Wentzville	840 West Northview	Wentzville	63385	0	0	12	12	75.1%	62.5%	57.5%	69.8%	91.8%	1,080	1,044	96.7%	75.5%
St Charles	Caregivers Inn	1297 Feise Rd	Dardenne Prairie	63368	0	30	0	30	46.7%	50.0%		66.7%					54.5%
St Charles	Cedarhurst of St. Charles Assisted Living & Memory Care	1800 First Capitol Drive	St. Charles	63301	0	155	0	155	59.7%	61.2%	63.4%	66.3%	65.4%	13,950	9,182	65.8%	63.6%
St Charles	Cedarhurst of Wentzville (CON App 7/12/21)	2 Cox Lane	Wentzville	63385	80	0	0	0									
St Charles	Chestnut Glenn - Assisted Living By Americare	121 Klondike Crossing	St Peters	63376	0	74	0	74	50.3%	46.4%	44.4%	42.5%	45.7%	6,660	2,934	44.1%	45.6%
St Charles	Clarendale of St. Peters	10 Dubray Drive	St. Peters	63376	0	110	0	110	92.7%	92.0%	90.5%	88.8%	88.8%	9,900	8,993	90.8%	90.6%
St Charles	Garden Villas of O'Fallon	7092 South Outer 364 Road	O'Fallon	63368	0	95	0	95	81.7%	80.4%	80.8%	74.8%	75.2%	7,290	5,441	74.6%	77.9%
St Charles	Glenfield Memory Care	118 Ohmes Road	Cottleville	63376	24	24	0	24	90.0%	96.0%	96.8%	98.5%	89.7%	2,160	1,224	56.7%	83.6%
St Charles	Hampton Manor of O'Fallon (CON App 5/24/21)	1191 Sonderen Street	O'Fallon	63376	107	0	0	0									
St Charles	Hampton Manor of St. Peters (Opened 12/12/24)	268 Jungermann Road	St. Peters	63376	0	97	0	97									
St Charles	Hampton Manor of Wentzville (Opened 10/18/2023)	21 Midland Park Drive	Wentzville	63385	0	85	0	85		39.4%	53.2%	57.7%	49.0%	7,650	3,767	49.2%	49.7%
St Charles	Harvester Residential Care	35 Lillian Dr	St Charles	63304	0	0	38	38	98.6%	95.5%	95.1%	81.3%	89.1%	2,880	2,471	85.8%	91.0%
St Charles	Lake St Charles Assisted Living Apartments	45 Honey Locust Ln	St Charles	63303	0	50	0	50	47.8%	52.0%	52.0%		51.4%	4,500	2,366	52.6%	51.2%
St Charles	Landing of O'Fallon, The	1000 Landing Circle	St. Charles	63304	0	142	0	142	78.8%	74.1%	78.9%	87.3%	87.1%	12,490	10,483	83.9%	81.7%
St Charles	Lutheran Senior Services at Breeze Park	600 Breeze Park Dr	St Charles	63304	0	79	0	79	89.8%	91.0%	89.6%		84.5%	7,110	5,878	82.7%	87.9%
St Charles	Neurological Transitional Center (CON App. 5/1/23)	10 S. Woodlawn Ave.	O'Fallon	63366	12	0	0	0									
St Charles	New Perspective - Weldon Spring (Opened 10/3/24)	400 Siedentop Rd.	Weldon Spring	63304	0	170	0	170						15,300	50	0.3%	0.3%
St Charles	NHC Place, St. Peters Memory Care	5300 Executive Center Parkway	St Peters	63376	0	60	0	60	58.2%	55.9%	52.6%	56.7%	67.8%	5,130	3,238	63.1%	59.0%
St Charles	Park Place II (License merged w/ Park Place 03/28/2022)	2000 Boardwalk Place Dr	O'Fallon	63368	0	124	0	124	64.5%	54.8%	49.4%						56.3%
St Charles	Spencer Place - Assisted Living By Americare	265 Spencer Rd	St Peters	63376	0	74	0	74	50.9%	55.8%	54.0%	52.8%	52.7%	6,660	3,231	48.5%	52.5%
St Charles	St. Charles Senior Living Community (CON Approved 9/14/2020)	(38.832944,-90.491667)	St. Charles	63301	68	0	0	0									
St Charles	St. Louis Assisted Living Solutions, LLC (CON App. 9/12/23)	740 Peine Rd	Wentzville	63385	16	0	0	0									
St Charles	St. Peters Post Acute	5400 Executive Centre Pkwy	St Peters	63376	0	62	0	62	87.0%	81.1%	79.1%	81.8%	78.6%	5,580	4,011	71.9%	79.9%
St Charles	The Boulevard Senior Living of St. Charles	3340 Ehlmann Road	St. Charles	63301	0	128	0	128	83.4%	79.1%	93.7%	95.4%	80.0%	11,010	7,545	68.5%	82.6%
St Charles	The Boulevard Senior Living of Wentzville	120 Perry Cate Boulevard	Wentzville	63385	0	62	0	62	87.0%	91.3%	92.8%	94.2%	88.3%	5,580	5,139	92.1%	91.0%
St Charles	Twin Oaks at Heritage Pointe	228 Savannah Terrace	Wentzville	63385	0	70	0	70	92.9%	87.8%	86.6%	82.7%	87.9%	5,079	4,449	87.6%	87.6%
St Charles	Twin Oaks Estate, Inc	707 Emge Rd	O'Fallon	63366	0	0	149	149	76.2%	73.8%		88.6%	84.1%	8,370	7,176	85.7%	81.3%
St Charles	Village Center Care of Wentzville (Closed 9/6/24)	909 E Pitman Ave	Wentzville	63385	0	0	0	0	97.4%	96.7%	92.4%						95.5%
St Charles	Watermark at St. Peters (CON App 1/4/2022)	363 Jungermann Road	St. Peters	63376	22	0	0	0									
St Charles	Windsor Estates of St Charles (Closed 2/29/2024)	2150 West Randolph St	St Charles	63301	0	0	0	0	15.8%	0.0%		0.0%	0.0%				15.8%
St Louis	Brookdale West County	785 Henry Ave	Ballwin	63011	0	98	0	98	68.4%	74.2%	82.0%	94.8%	84.5%	8,820	7,849	89.0%	82.2%
St Louis	American House Wildwood Village	251 Plaza Drive	Wildwood	63040	0	94	0	94	75.4%	72.8%	73.3%	60.5%	59.3%				68.2%
St Louis	Autumn View Gardens	16219 Autumn View Terrace Dr	Ellisville	63011	0	150	0	150	62.0%	62.0%	57.6%	57.2%	60.9%	13,500	8,183	60.6%	60.0%
St Louis	Brooking Park	307 South Woods Mill Rd	Chesterfield	63017	0	93	0	93	37.7%		50.6%						44.1%
St Louis	Chesterfield Villas	14901 North Outer 40 Road	Chesterfield	63017	0	54	0	54	70.4%	66.6%	62.2%	61.2%	62.9%	4,410	2,970	67.3%	65.1%
St Louis	Fountains of West County AL, LLC, The	15822 Clayton Road	Ellisville	63011	0	80	0	80	75.0%	71.3%	72.5%	73.8%	73.7%	7,200	5,310	73.8%	73.3%
St Louis	Friendship Village Assisted Living & Memory Care (1)	15250 Village View Drive	Chesterfield	63017	0	66	0	66	95.5%	94.7%	91.3%	91.6%	93.3%	5,539	5,092	91.9%	93.1%
St Louis	Lumiere of Chesterfield, The (Opened 10/16/2024)	16255 Chesterfield Parkway West	Chesterfield	63017	0	51	0	51						4,590	1,784	38.9%	38.9%
St Louis	Sunrise of Chesterfield	1880 Clarkson Rd	Chesterfield	63017	0	3	0	3		96.3%		100.0%	100.0%				98.8%
St Louis	The Grande at Chesterfield	16300 Justus Post Road	Chesterfield	63017	0	95	0	95	56.3%	56.9%	64.8%	56.5%	56.8%	8,550	5,372	62.8%	59.0%
					329	2741	199	2940									
					CON Approved	ALF	RCF	Beds Available									
													Average Occup %				

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 #6233 RS is \$16,267,593 for 60,044 sq. ft., or \$270.93 per sq. ft. The projected cost is below the RS Means $\frac{3}{4}$ percentile for the St. Louis Area of \$276.64. 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 \$52,767,397 available for this project via financing. See Attachment 4-2.1. Additionally, Mr. Patrick E. O'Reilly intends to provide additional capital of \$13,191,849. 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 \$5,825 for studios, \$7,515 for one-bedroom units, and \$9,340 for two-bedroom units. Memory care 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 includes 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 medical tax deductions to offset costs. Third party providers will be utilized when Medicare services are available per physician order.

- 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

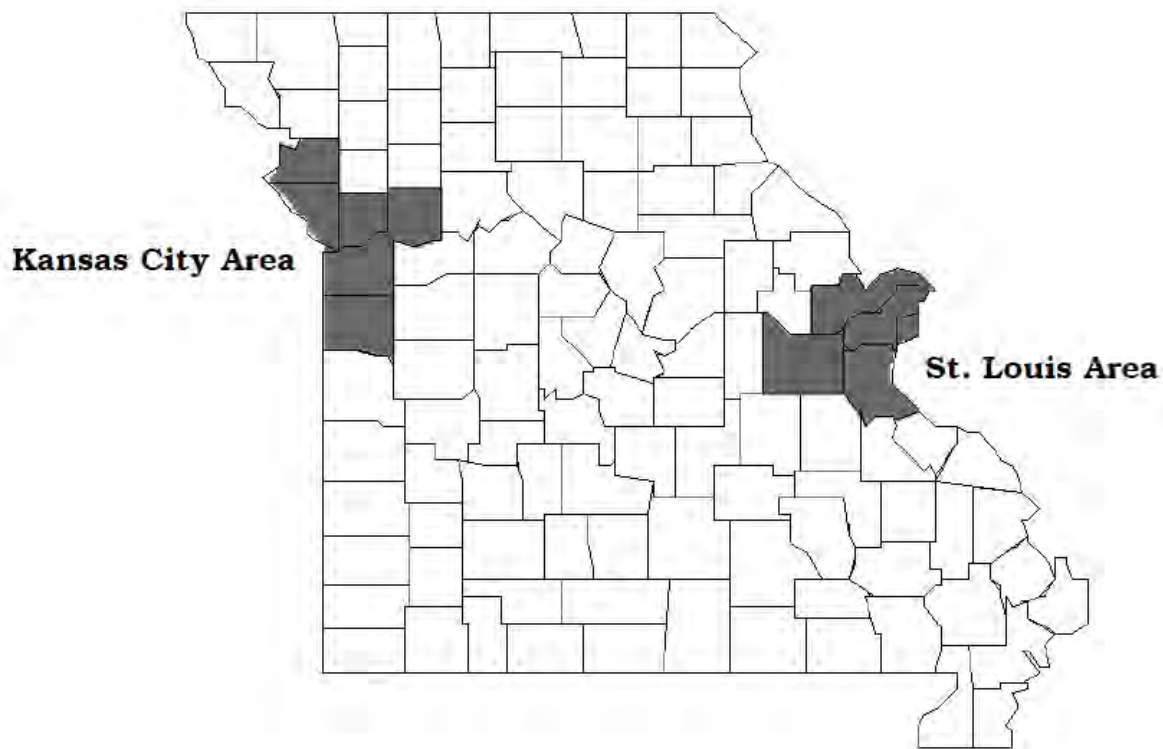
RS Means Cost Data

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 Area</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.
5051 S. National Ste. 7-B
Springfield MO 65810

Re: O'Fallon Senior Living Community, LLC

Dear Cole,

Guaranty Bank is pleased to offer the following proposed terms for consideration on the financing of your O'Fallon project with the CON number of #6233 RS. . Final approval is subject to finalization of plans, specs and costs for project and complete underwriting and approval by loan committee.

Borrower: O'Fallon 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: \$52,767,397 (limited to lesser of 80% of cost or appraised value)

Collateral: First Deed of Trust and Assignment of Rents; (Address to be determined), O'Fallon, 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: 6233 RS O'Fallon 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 \$13,191,849 (Thirteen million one hundred-ninety-one thousand eight hundred forty-nine 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:** South O'Fallon**Project #:** 6233 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>\$289</u>	<u>\$299</u>
Gross Revenue	<u>\$0</u>	<u>\$3,218,509</u>	<u>\$6,377,481</u>
Revenue Deductions	<u>24,000</u>	<u>144,000</u>	<u>92,150</u>
Operating Revenue	<u>-24,000</u>	<u>3,074,509</u>	<u>6,285,331</u>
Other Revenue	<u>779</u>	<u>16,923</u>	<u>24,523</u>
TOTAL REVENUE	<u>-\$23,221</u>	<u>\$3,091,432</u>	<u>\$6,309,854</u>
Expenses:			
Direct Expenses			
Salaries	<u>294,906</u>	<u>2,679,108</u>	<u>2,882,797</u>
Fees	<u>51,006</u>	<u>321,270</u>	<u>326,045</u>
Supplies	<u>22,574</u>	<u>212,390</u>	<u>315,039</u>
Other	<u>200,432</u>	<u>1,650,039</u>	<u>1,768,074</u>
TOTAL DIRECT	<u>\$568,918</u>	<u>\$4,862,807</u>	<u>\$5,291,955</u>
Indirect Expenses			
Depreciation	<u>538,375</u>	<u>538,375</u>	<u>538,375</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>983</u>	<u>6,352</u>	<u>6,805</u>
TOTAL INDIRECT	<u>\$1,381,758</u>	<u>\$1,376,782</u>	<u>\$1,366,252</u>
TOTAL EXPENSES	<u>\$1,950,676</u>	<u>\$6,239,589</u>	<u>\$6,658,207</u>
NET INCOME (LOSS):	<u>-\$1,973,897</u>	<u>-\$3,148,157</u>	<u>-\$348,353</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:** South O'Fallon**Project #:** 6233 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>25,794</u>	<u>25,868</u>	<u>25,794</u>
Revenue:			
Average Charge**	<u>\$296</u>	<u>\$303</u>	<u>\$313</u>
Gross Revenue	<u>\$7,626,645</u>	<u>\$7,847,609</u>	<u>\$8,079,080</u>
Revenue Deductions	<u>55,300</u>	<u>0</u>	<u>0</u>
Operating Revenue	<u>7,571,345</u>	<u>7,847,609</u>	<u>8,079,080</u>
Other Revenue	<u>26,714</u>	<u>27,533</u>	<u>28,353</u>
TOTAL REVENUE	<u>\$7,598,059</u>	<u>\$7,875,142</u>	<u>\$8,107,433</u>
Expenses:			
Direct Expenses			
Salaries	<u>2,953,244</u>	<u>3,016,687</u>	<u>3,083,815</u>
Fees	<u>298,059</u>	<u>284,817</u>	<u>290,135</u>
Supplies	<u>331,183</u>	<u>327,041</u>	<u>330,694</u>
Other	<u>1,827,304</u>	<u>1,881,924</u>	<u>1,940,581</u>
TOTAL DIRECT	<u>\$5,409,790</u>	<u>\$5,510,469</u>	<u>\$5,645,225</u>
Indirect Expenses			
Depreciation	<u>538,375</u>	<u>538,375</u>	<u>538,375</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>7,259</u>	<u>7,713</u>	<u>8,166</u>
TOTAL INDIRECT	<u>\$1,355,046</u>	<u>\$1,343,121</u>	<u>\$1,330,431</u>
TOTAL EXPENSES	<u>\$6,764,836</u>	<u>\$6,853,590</u>	<u>\$6,975,656</u>
NET INCOME (LOSS):	<u>\$833,223</u>	<u>\$1,021,552</u>	<u>\$1,131,776</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.