CERTIFICATE OF NEED APPLICATION

Project Number 6250 RS

Columbia Senior Living Community

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

Submitted to:

Missouri Health Facilities Review Committee

October 24, 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 6250 RS

Columbia Senior Living Community

CONTENTS

Project Name: Columbia Senior Living Community Project No: 6250 RS

Project Description: Construct a new 76-bed ALF with a Memory Care Unit

DIVIDER I

Application Summary

Divider I: Application Summary

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

See Attachment 1-1.1 and 1-1.2.

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

See Attachments 1-2.1 to 1-2.3.

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

See Attachments 1-3.1 to 1-3.4.

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

See Attachment 1-4.

5. License revoked within the previous 5 years?

No.

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 Name and address of facility whose license was revoked.

N/A

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

No.

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 Name and address of the facility whose Medicare and/or Medicaid certification was revoked.

N/A.

DIVIDER I Attachments

Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

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

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

Title of Proposed Project	Project Number
Columbia Senior Living Community	6250 RS
Project Address *(Street/City/State/Zip Code)*	**County**
38.911660 / -92.398977 Columbia, MO 65203	Boone

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

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

List All Operator(s): *(List entity to be licensed or certified.)*	Address (Street/City/State/Zip Code)	Telephone Number
Columbia 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.)

- [ ] Nonprofit Corporation
- [ ] Individual
- [ ] City
- [ ] District
- [ ] Partnership
- [ ] Corporation
- [ ] County
- [x] Other LLC

4. Certification

In submitting this project application, the applicant understands that:

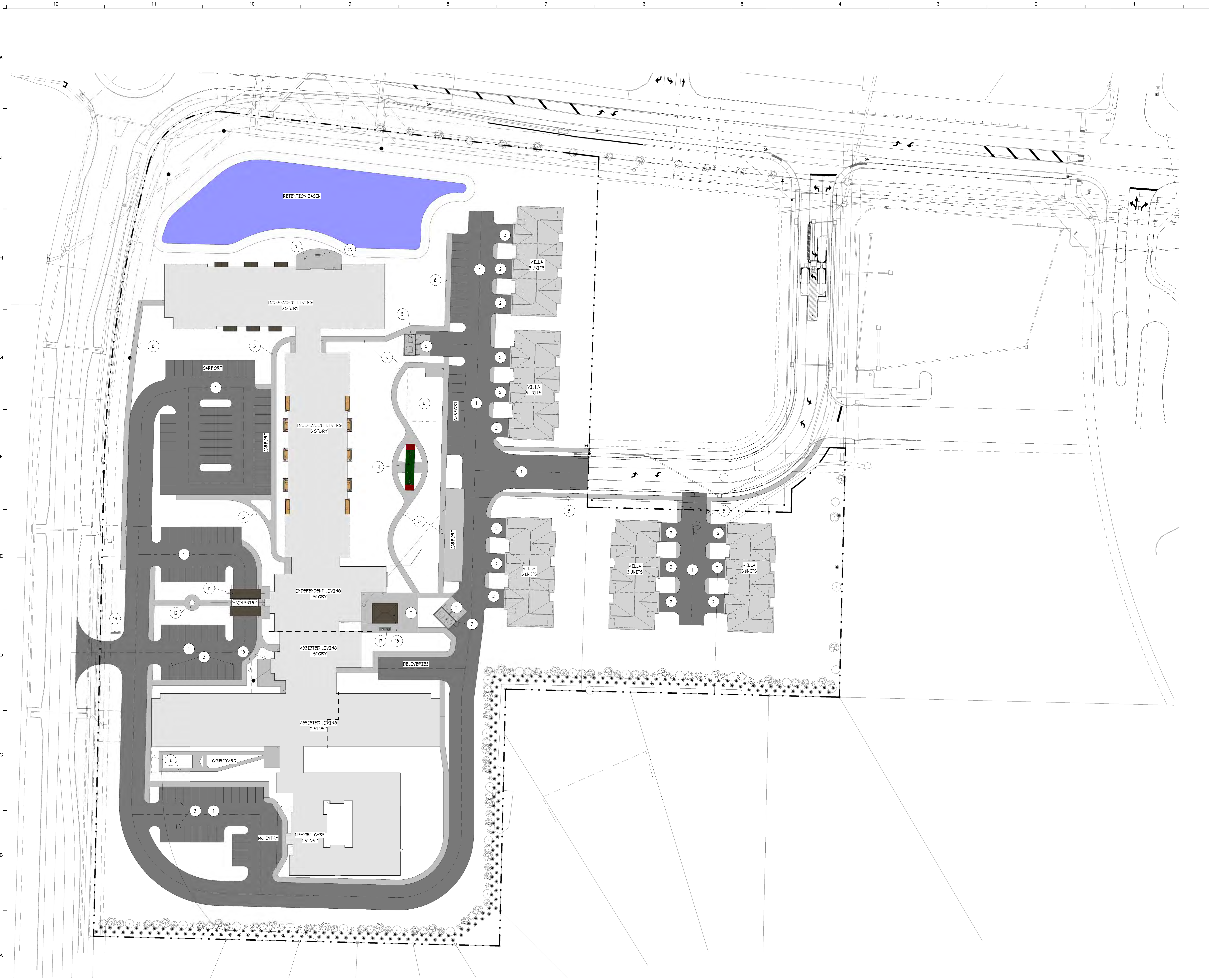
(A) The review will be made as to the community need for the proposed beds or equipment in this application;
(B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;
(C) The issuance of a Certificate 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		Title
Paul Brothers		Attorney
Telephone Number	**Fax Number**	**E-mail Address**
(816) 256-3181	(816) 256-5958	prbrothers@gravesgarrett.com
Signature of Contact Person		**Date of Signature**
Paul E. Brothers		10/24/2025

MO 580-1861 (03/13)



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. TYP.
4. CARPORT. RE: DETAIL
5. MASONRY TRASH ENCLOSURE W/ GATES. RE: DETAIL
6. DOG PARK - ARTIFICIAL TURF, 48" ALUM. FENCE W/ 36" GATE.
7. 4" CONCRETE PATIO. RE: CIVIL.
8. 4" CONCRETE SIDEWALK. RE: CIVIL.
9. GENERATOR.
10. ELEC. TRANSFORMER.
11. PORTE-COCHERE.
12. 30' FLAGPOLE. RE: ELEC. FOR LIGHTING.
13. MONUMENT SIGN.
14. SIGNAGE: REFER TO DETAILS ON SHEET A8.1
    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
15. 4' HIGH BLACK DECORATIVE ALUM. FENCE W/ 36" WIDE GATE.
16. 6' HIGH BLACK DECORATIVE ALUM. FENCE.
17. OUTDOOR COOKING.
18. COVERED PAVILION.
19. SHUFFLEBOARD COURT.
20. FIRE PIT.
21. PRE-FINISHED ALUM. FENCE GATE. 36" WIDE, GATE TO LOCK & INCLUDE ACCESS CONTROL W/ DELAYED EGRESS LOCKS.
22. PRE-FINISHED VINYL FENCE GATE. 36" WIDE. GATE TO LOCK AND TO INCLUDE ACCESS CONTROL W/ DELAYED EGRESS LOCKS.
23. MODULAR BLOCK RETAINING WALL.

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 RECIEVE URINE RESISTANT ARTIFICIAL TURF.
H. ALL AREAS ARE TO BE SODDED AND RECIEVE IRRIGATION. INCLUDING AREAS IN ROW.
I. RIGHT OF WAY TO THE EDGE OF THE EXISITNG PAVEMENT IS TO RECEIVE SOD & IRRIGATION.

SWD
ARCHITECTS
EST 1935

ARCHITECTURAL CORPORATION
MISSOURI CERTIFICATE
OF AUTHORITY NO. 000073

COLUMBIA SENIOR LIVING
S SCOTT BLVD AND W VAWTER SCHOOL RD
COLUMBIA, BOONE COUNTY, MISSOURI

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

SEAL
ARCHITECT - NAME
####

PRELIMINARY
NOT FOR
CONSTRUCTION

SITE PLAN

ISSUE DATE:
10/20/2025

REVISIONS:

No.	Description	Date

PROJECT NO.:2513

SP1.1

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Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name	Number
Columbia Senior Living Community	6250 RS

(Please type or print legibly.)

Name of Representative	Title
Paul Brothers	Attorney

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
Graves Garrett Greim	(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	Telephone Number
Columbia Senior Living Community, LLC	(417) 300-4050

Address (Street/City/State/Zip Code)

5051 S. National Ave, Suite 4-110 Springfield, MO 65810

Check one. Do you:

- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

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

Other Information:

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

Original Signature	Date
[signature]	10/24/2025

MO 580-1869 (11/01)

Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name	Number
Columbia Senior Living Community	6250 RS

(Please type or print legibly.)

Name of Representative	Title
Salvatore Paris	Attorney

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
Graves Garrett Greim	(816) 285-3058

Address (Street/City/State/Zip Code)

1100 Main Street, Suite 2700, Kansas City, MO 64105

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

Name of Individual/Agency/Corporation/Organization being Represented	Telephone Number
Columbia Senior Living Community, LLC	(417) 300-4050

Address (Street/City/State/Zip Code)

5051 S. National Ave, Suite 4-110 Springfield, MO 65810

Check one. Do you:

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

Relationship to Project:

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

Other Information:

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

Original Signature	Date
	10/24/2025

MO 580-1869 (11/01)

Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name	Number
Columbia Senior Living Community	6250

(Please type or print legibly.)

Name of Representative	Title
Sarah Klebolt	Chief Legal and Administrative Officer

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
3333-9 Rue Royale	636-724-1766

Address (Street/City/State/Zip Code)

St. Charles, MO 63301

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	Telephone Number
Columbia Senior Community	417 300 4050

Address (Street/City/State/Zip Code)

5051 National Ave, Suite 4-110 Springfield, MO 65810

Check one. Do you:

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

Relationship to Project:

- [ ] None
- [ ] Employee
- [ ] Legal Counsel
- [ ] Consultant
- [ ] Lobbyist
- [x] Other (explain): management company

Other Information:

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

Original Signature	Date
Sarah Klebolt	10/23/25

MO 580-1869 (11/01)

Certificate of Need Program

PROPOSED PROJECT BUDGET

Description	**Dollars**
COSTS:*	*(Fill in every line, even if the amount is "$0".)*
1. New Construction Costs ***	$14,126,705
2. Renovation Costs ***	$0
3. Subtotal Construction Costs (#1 plus #2)	$14,126,705
4. Architectural/Engineering Fees	$668,410
5. Other Equipment (not in construction contract)	$509,587
6. Major Medical Equipment	$0
7. Land Acquisition Costs ***	$1,352,486
8. Consultants' Fees/Legal Fees ***	$120,083
9. Interest During Construction (net of interest earned) ***	$1,089,503
10. Other Costs ***	$5,222,595
11. Subtotal Non-Construction Costs (sum of #4 through #10	$8,962,664
12. Total Project Development Costs (#3 plus #11)	$23,089,369 **
FINANCING:	
13. Unrestricted Funds	$0
14. Bonds	$0
15. Loans	$18,176,209
16. Other Methods (specify)	$4,913,160
17. Total Project Financing (sum of #13 through #16)	$23,089,369 **

18. New Construction Total Square Footage	57,384
19. New Construction Costs Per Square Foot *****	$246
20. Renovated Space Total Square Footage	0
21. Renovated Space Costs Per Square Foot ******	$0

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

** *These amounts should be the same.*

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

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

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

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

Proposed Project Budget Detail Sheet

Project ##6250 RS comprises 37.57% 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 #6250 RS at a rate of 37.57%.

1. New Construction Costs.

$14,126,705 represents the estimated cost of new construction for Project #6250 RS's 57,384 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.

$668,40 represents Project #6250 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.

$509,587 is the estimated cost of furniture, fixtures, and other equipment—including for laundry, dining, and common areas allocated to the assisted living and memory care portions of the new facility.

6. Major Medical Equipment.

No major medical equipment will be purchased for this project.

7. Land Acquisition Costs.

$1,352,486 is the portion of the total land acquisition cost for the plot allocated to the assisted living and memory care portion of the facility. See Attachment 1-3.3 and Attachment 1-3.4.

8. Consultants' Fees and Legal Fees.

$120,083 is the estimated expense for entity organization, real estate purchase, and CON application.

9. Interest During Construction.

$1,089,50 is the estimated interest accruing on the construction loan during the approximately 24 months of construction allocated to Project #6250 RS.

10. Other Costs.

$5,222,595 is the estimated cost of surveying, soil testing, rock/soil suitability contingency, environmental studies, permits and zoning, loan closing fees, market studies, appraisal, application fees, marketing, and advertising allocated to Project #6250 RS.

15. Loans.

Applicant will borrow 79% of project costs.

16. Other Methods.

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

Columbia II Senior Living CON Budget				
Uses:	**Total Construction Contract: $41,645,769**	**Amount**	**Allocation**	**Amount Allocated**
Construction Contract- IL		19,508,336	0.00%	-
Construction Contract- AL		8,171,658	100.00%	8,171,658
Construction Contract- MC		2,804,218	100.00%	2,804,218
Construction Contract- Villas		2,774,791	0.00%	-
Construction sitework & amenities		8,301,944	37.57%	3,118,962
Construction Off site improvements		84,822	37.57%	31,867
Rock/Suitable Soil Contingency		500,000	37.57%	187,845
Offsite Sewage Extension		-	37.57%	-
Public Street Improvements		-	37.57%	-
Utility Water/Sewer Tap Fee		612,800	37.57%	230,223
Architect-includes Civil/MEP Eng		1,539,150	37.57%	578,244
Architect - other direct bill		25,000	37.57%	9,392
Arrow Design Consulting/Architect Assist		141,129	37.57%	53,021
Third Party- Interior Design/Exterior Elevations		25,000	37.57%	9,392
Engineering - Survey		65,000	37.57%	24,420
Engineering (civil in arch) - 3rd party testing		150,000	37.57%	56,354
Geotech- soils report		20,000	37.57%	7,514
Site Monitoring/Marketing-OxBlue		20,000	37.57%	7,514
Zoning application		20,000	37.57%	7,514
Traffic Study		-	37.57%	-
Parkland Dedication		-	37.57%	-
Environmental Study		5,000	37.57%	1,878
Construction Loan - clsg fees/legal		250,000	37.57%	93,923
Interest - constr loan -		2,900,000	37.57%	1,089,503
Construction Period RE Tax		15,000	37.57%	5,635
Construction Period Ins (BldRisk-Liability)		750,000	37.57%	281,768
Plan Review Fee		50,000	37.57%	18,785
Market Study		10,000	37.57%	3,757
Appraisal		5,000	37.57%	1,878
Title, Recording and Clsg		75,000	37.57%	28,177
Legal - Closing/Organization		100,000	37.57%	37,569
Legal - City Incentives		-	37.57%	-
CON Consultant		75,000	100.00%	75,000
State Cert. Application and Fees		-	37.57%	-
Accounting/Cost Segregation		20,000	37.57%	7,514
Leasing Trailer and Set Up		95,688	37.57%	35,949
Arrow Presales/Marketing Fee		606,090	37.57%	227,702
Arrow Foresite		78,926	37.57%	29,652
3rd Party Marketing Consultant		10,000	37.57%	3,757
3rd Party Marketing Collateral Materials		10,000	37.57%	3,757
FF & E		1,356,400	37.57%	509,587
Vehicles - Car and Bus		194,185	37.57%	72,954
Contingency		1,200,000	37.57%	450,829
Total Replacement Costs		**52,570,138**		**18,277,711**
Land Acquisition		3,600,000	37.57%	1,352,486
Land Acquisition Broker fee		162,000	37.57%	60,862
Other Acquisition/Holding Costs		250,000	37.57%	93,923
Total Replacement plus land		**56,582,138**		**19,784,982**
Developer Fee		2,850,000	37.57%	1,070,718
Fee- Debt Placement		100,000	37.57%	37,569
Loan Guarantee Fee		515,000	37.57%	193,481
Fee- Equity Placement		100,000	37.57%	37,569
Equity Partner DD Costs- Closing/Travel/Inspection		40,000	37.57%	15,028
Arrow Operating Lease-Up Reserve		5,100,000	37.57%	1,916,022
Replacement Reserve Escrow		90,500	37.57%	34,000
Operating Escrow		-	37.57%	-
Total Project Development Cost		**$ 65,377,638**		**$ 23,089,369**

Cost per licensed unit	**$ 339,549.54**
Replacement cost per licensed unit	**$ 268,789.87**

Unit Mix	
Unit Type	**Units**
Villas	15
IL	98
AL	48
MC	20
Total Units	**181**
Licensed Units	68
Units Allocated (%)	**37.569%**

Cost Categories	Amount
New Construction	14,126,705
Arch/Eng Fees	668,410
Other Equipment	509,587
MME	0
Land Acquisitoin	1,352,486
Consulting & Legal Fees	120,083
Interest During Construction	1,089,503
Other Costs	5,222,595

REAL ESTATE SALE AGREEMENT

by and between

CAPITAL LAND INVESTMENT LLC

as Seller

and

COLUMBIA SENIOR LIVING COMMUNITY, LLC, its assignee or nominee

as Purchaser

August 27, 2025

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this "**Agreement**") is made and entered into as of August 27, 2025 ("**Effective Date**") by and between **CAPITAL LAND INVESTMENT LLC**, a Missouri limited liability company (the "**Seller**") and **COLUMBIA SENIOR LIVING COMMUNITY, LLC**, a Missouri limited liability company, its successors and assigns (the "**Purchaser**").

PRELIMINARY STATEMENTS

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

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

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

1. **Property**.

The real estate which is the subject of this Agreement, consisting of approximately 12.15 acres of land located in Columbia, Missouri, is depicted on **Exhibit A** attached hereto and is identified as Parcel IDs (i) 16-803-00-00-003.00 01, (ii) 16-803-00-07-002.00 01, and (iii) 16-803-00-07-003.00 01, 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, occupancy or use, and rental agreements ("**Leases**") between Seller, as landlord, licensor, or grantor, and tenants or other occupants or users of the Property in effect as of the Effective Date or any time through the Closing (as defined below), except as set forth in the Title Commitment (as defined below).

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

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

4. **Transfer of Title**.

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

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

The purchase price for the Property shall be Three Million Six Hundred Thousand and No/100 Dollars ($3,600,000.00) (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 Thirty Thousand and No/100 Dollars ($30,000.00) (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. The Earnest Money shall be fully refundable to Purchaser as set forth herein, including, without limitation, until the satisfaction of the Zoning Contingency, the Plan Contingency, the CON Contingency, and the Purchaser Closing Conditions.

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

6. **Representations and Covenants**.

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

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

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(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 adverse fact relating to the physical condition of the Property, or any portion thereof, or any improvements thereon including, without limitation, landfills, hazardous wastes, fault lines, sinkholes or other geological conditions.

(8) Notice of Violations. Seller has no 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, 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 or more separate tax parcel(s) 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.

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

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

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

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

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

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

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

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

(5) Seller shall not, without the prior written consent of Purchaser, except as provided herein, apply for, consent to or process any applications for zoning, re-

zoning, variances, site plan approvals, subdivision approvals or development with respect to the Property or any portion thereof.

(6) Seller shall not, without the prior written consent of Purchaser, sell, assign, transfer or encumber all or any portion of the Property or any interest therein 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) Property Representation. Seller represents that the Property is currently zoned PD.

(b) Due Diligence Materials. Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser, existing copies, 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.

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(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.

(e) Zoning Contingency. Purchaser may make formal application for any zoning approval(s) (collectively, the "**Zoning Approvals**") required for Purchaser's intended development of the Property as a continuum of care senior community consisting of independent living, assisted living and memory care for rent units (the "**Intended Development**") and will thereafter diligently pursue the receipt of such Zoning Approvals (the "**Zoning Contingency**") in the event the Property is not already approved. In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the Zoning Approvals, and to provide to the applicable Authorities any information reasonably required for the same. Notwithstanding anything in the Agreement to the contrary, it is understood and agreed that in no event shall any change in the zoning of the Property be effective prior to Closing and all Zoning Approvals obtained by Purchaser shall be expressly contingent upon and effective only upon the Closing of the acquisition of the Property by Purchaser from Seller. Purchaser and Seller agree and acknowledge that Purchaser shall be responsible for preparing and submitting any necessary applications or other documents relating to the Zoning Approvals, but that Seller shall be shown as the applicant on such applications and documents. Seller agrees to cooperate with Purchaser in good faith in Purchaser's efforts to obtain the Zoning Approvals, including requests from Purchaser to sign or acknowledge applications and other documents related to the Zoning Approvals promptly upon request from Purchaser. If the Zoning Approvals are not obtained on or prior to the date that is two hundred seventy (270) days after the expiration of the Due Diligence Period (the "**Zoning Contingency Period**"), then Purchaser may terminate this Agreement by giving written notice thereof to Seller within ten (10) days after the expiration of the Zoning Contingency Period, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof.

(f) Plan Contingency. Purchaser's obligations under this Agreement are expressly conditioned upon Purchaser having received final non-appealable approval from the applicable governmental authorities of (i) the preliminary plat applicable to the Property (the "**Preliminary Plat**") and (ii) the applicable site development plan, subdivision plat and/or civil construction drawings (the "**Site Plan**") as required for development of the Intended Development; provided, however, no Preliminary Plat or Site Plan approvals shall be recorded or deemed final and binding upon the Property until the Closing occurs. If the City of Columbia, Missouri does not approve the Preliminary Plat and/or the Site Plan by the expiration of the Zoning Contingency Period, then Purchaser may terminate this Agreement by written notice delivered to Seller within ten (10) days after the expiration of the Zoning Contingency Period (the "**Plan Contingency**"), in which event the Title Insurer shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof.

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

(h) Declaration. Purchaser and Seller acknowledge that the Property will have access over the private road that connects to W. Vawter School Road (the "**Access Drive**") as set forth in that certain Declaration of Covenants, Easements and Restrictions of Copperstone Corner recorded in Book 5894 Page 138 of the Boone County Real Estate Records (the "**Declaration**") regarding the Copperstone Corner Subdivision (the "**Subdivision**"). Seller will work with Purchaser and the other owner in the Subdivision to amend the three (3) person board of managers for the Subdivision association around, but prior to, the date of Closing, as referenced in the Declaration.

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

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

9. **Title Insurance**.

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

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

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

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

10. **Closing**. The Closing shall be accomplished through the Escrow Agent, and shall take place on the date (the "**Closing Date**") that is thirty (30) days following the date that the Contingencies 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 all or any portions of the Property.

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

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

(e) All utility services, including, but not limited to, natural gas, electrical, water and sewer to the Property and/or, as applicable, with respect to storm water and sanitary sewer systems, shall be available at the Property line in capacities sufficient to serve the Property as developed for Purchaser's Intended Development as Purchaser has conveyed to Seller in writing during the Due Diligence Period (and if no information is conveyed to Seller during the Due Diligence Period, then sufficient to serve a standard commercial development, as determined by Seller in its sole, but reasonable discretion).

(f) Neither the Zoning Approvals, the Preliminary Plat, the Site Plan, nor the CON (collectively, the "**Approvals**") shall have been modified, repealed, rescinded, revoked or terminated, all Approvals shall be final and non-appealable, with all applicable appeal periods having expired without any appeals being filed (or, if filed, fully and finally resolved in a manner satisfactory to Purchaser in its sole discretion), and no additional conditions, restrictions or encumbrances shall have been placed on the development of the Property that would cause a material adverse effect on the ownership or development of the Property or prevent the Property from being developed for the Intended Development.

(g) On the Closing Date, Seller shall have provided to the Title Insurer any items required from Seller by the Title Insurer 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.

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

(i) 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.

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

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

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

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

13. **As-Is Sale**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY,

INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

(a) Deed. The original Deed.

(b) Estoppel. An estoppel certificate, dated no earlier than thirty (30) days prior to the Closing Date, from all owners subject to the Declaration, which shall confirm (i) there are no defaults or any conditions that could give rise to a default under 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 Intended Development is an acceptable use under the Declaration.

(c) 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.

(d) 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).

(e) 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.

(f) 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.

(g) Authority Documents. Customary authorization and governance documents as the Title Insurer may reasonably require.

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

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

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

(k) 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) Other Documents. Such other documents and instruments as may be required by the Escrow Agent from the Purchaser or 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 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 (not to exceed a total of $75,000), and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

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

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

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

19. **Expenses**.

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

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

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

20. **Intermediaries**.

(a) Purchaser and Seller represent and warrant that they have not dealt with any real estate brokers in connection with this transaction other than John Hancock with Maher Commercial Real Estate, 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 Boone 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:

Columbia 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:

Capital Land Investment LLC
221 Bolivar Street, Suite 400
Jefferson City, MO 65101
Attn: Legal Department
Email: cmo@farmercompanies.com
Phone: (573) 635-2255

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 Boone 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

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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) Boone County or City of Columbia, MO 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

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indirectly, through any officer, director, agent, representative or otherwise, market, solicit, initiate or encourage the making of any inquiries, engage in marketing, negotiations or other substantial discussions, or enter into any agreement with any party, with respect to the transaction contemplated under this Agreement and shall discontinue any marketing, pending discussions or negotiations with respect to the transaction contemplated hereunder. Notwithstanding the foregoing, Purchaser shall have the right to discuss the Intended Development and related aspects of the same with the City of Columbia, Missouri and any Boone 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) as a result of a material breach or inaccuracy of one of Seller's representations or warranties pursuant to this Agreement and arising or accruing at any time prior to the Closing. 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 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) as a result of a material breach or inaccuracy of one of Purchaser's representations or warranties pursuant to this Agreement and arising or accruing at any time prior to the Closing. 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,

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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:

CAPITAL LAND INVESTMENT LLC,
a Missouri limited liability company

Signed by:
By: ______________________
4FF807875CD84AB...
Name: Michael K Farmer, Jr
Title: President

PURCHASER:

COLUMBIA SENIOR LIVING COMMUNITY, LLC,
a Missouri limited liability company

DocuSigned by:
By: Denise Heintz
Name: Denise Heintz
Title: Manager

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

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EXHIBIT A

DEPICTION OF PROPERTY

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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 [____________________________], with an address of [________________________] ("**Grantor**") and [____________________________], with an address of [________________________] ("**Grantee**").

WITNESSETH, that Grantor, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents BARGAIN and SELL, CONVEY and CONFIRM unto Grantee, and to Grantee's successors and assigns, all of Grantor's interest in and to the real estate described on **Exhibit A**, attached hereto and incorporated herein by reference, situated in the Boone, State of Missouri (the "**Property**"), subject only to real estate taxes for the 2025 calendar year, zoning regulations and all matters set forth on **Exhibit B** attached hereto (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any wise appertaining, unto Grantee and Grantee's successors and assigns, forever. Grantor hereby covenants that it and its heirs and assigns, shall and will WARRANT AND DEFEND the title to the Property unto Grantee, and to its successors and assigns forever against the lawful claims of all persons claiming by, through or under Grantor, but none other, excepting, however, the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

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

[________________________]
a [____________________________]

By:______________________________________
Name:____________________________________
Title:_______________________________________

STATE OF _________)
) SS.
COUNTY OF _______)

This instrument was acknowledge before me, a Notary Public, on _____________, 20__, by _______________________, as ________________ of [____________________________], a [____________________________].

My Commission Expires:

____
Notary Public in and for said County and State

____
[SEAL]

Print Name: ___________________________

Exhibit A

LEGAL DESCRIPTION

[To be inserted and confirmed by Title Insurer]

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Exhibit B

PERMITTED EXCEPTIONS

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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__.

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________________________, 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 [________________________] ("**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. 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 on or prior to the Closing or relating to time periods prior to Closing. 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.

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:

_______________, a______________

By:_______________________________________
Name:____________________________________
Its:

ASSIGNEE:

____

By:_______________________________________
Name:____________________________________
Its:

Docusign Envelope ID: 37499D5D-2738-4D3B-8DF2-CA19E66F1E3F

EXHIBIT A TO ASSIGNMENT OF INTANGIBLES

LEGAL DESCRIPTION

STATE OF MISSOURI

Denny Hoskins
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

COLUMBIA SENIOR LIVING COMMUNITY, LLC
LC014659592

filed its Articles of Organization with this office on the 26th day of August, 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 26th day of August, 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 26th day of August, 2025.

Denny Hoskins
Secretary of State

DIVIDER II

Proposal Description

Divider II: Proposal Description

1. Provide a complete detailed project description.

Columbia Senior Living Community, LLC ("Applicant") seeks a Certificate of Need to construct a new 57,384 square-foot assisted living facility that will offer 76 assisted living beds. The new community will house 54 standard AL beds and 22 specialized memory care beds in 68 units, with 8 units featuring dual occupancy. This proposed 76-bed ALF facility will be co-located with a new 98-unit independent living facility (collectively, the "Community").

The aging baby boomer population has caused an increase in the number of senior citizens looking for modern, innovative, and charming senior communities. They desire a community that can provide a continuum of care for all stages of senior life and that will meet not only their physical needs, but also their social and emotional needs. Columbia Senior Living Community will address the concerns and expectations of the modern senior citizen in a beautiful and spacious environment. Co-locating Project #6250 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 #6250 RS is poised to serve the immediate need of seniors and aging parents of current Columbia's residents, as well as the long-term demands of the new baby boomer consumer.

Overview Summary

- Applicant: Columbia Senior Living Community, LLC an O'Reilly Development entity
- Project #6250 RS: 76 beds of Assisted Living and Memory Care
    - 68 Assisted Living special care private apartments with 6 second person accommodations for couples
        - 21 Studio
        - 23 One-Bedroom
            - 2 second person beds
        - 4 Two-Bedroom
            - 4 second person beds
    - 20 Memory Care rooms with private bathrooms
        - 16 Private Studio rooms
        - 2 Shared rooms
    - Co-located with 98 Independent Living units
- Developed by: O'Reilly Development Company of Springfield, Missouri
- Owned and Operated by: Columbia Senior Living Community, LLC
- Managed by: Arrow Senior Living Management, LLC
- General Contractor: Russell Construction

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 #6250 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 5 through 10 of Attachment 2-5.

Memory Care

Project #6250 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 5 through 10 of Attachment 2-5. The units are located in a secluded unit with an enclosed courtyard at the center of the units.

Assisted Living and Memory Care Commons Area

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

A nurse's station will provide a hub for care partners and nurses to conduct care updates and paperwork. Residents who need a calm, soothing atmosphere can sit in the quiet sitting room. There will also be a small salon so residents can receive special attention in a familiar environment. A whirlpool & spa room will ease bathing for residents with physical disabilities while promoting vascular circulation. Residents whose dementia has created a fear of water often find the spa less alarming than a shower, greatly easing their anxiety and the time a care partner must spend in providing a bath. An enclosed courtyard between the two Memory Care hallways will provide fresh air and engagement with the outdoors without risk of elopement. Attractively designed raised planters in the courtyard will guide residents on the walkways and promote residents' interaction with plants and green space.

Independent Living

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

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

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

Technology & Energy Efficiency

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

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

Lifestyle

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

Affordability

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

New Jobs

The Community will create approximately 72 new jobs, including highly skilled and licensed staff. Of these 72 jobs, 64 will serve the portion of the Community represented by Project #6250 RS, while the remaining six new jobs will serve the independent living portion of the Community. A majority of the positions will be full-time with competitive benefits, including 401K, health coverage, and life insurance benefits. Females and minorities comprise the largest percentage of the senior living job force. While there may be some minimal need to hire outside the area for the licensed Administrator, it is expected that all newly created jobs will benefit the region's employment.

Operations

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

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

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

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

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

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

CON Letter of Intent – Submitted September 24, 2025

CON Application Submission – October 24, 2025

CON Meeting and Approval – January 5, 2025

Predevelopment and Design Stage – October 2025 through September 2026

Construction Bidding – October 2026

Notice to Proceed-Construction – November 2026

Preleasing – Summer 2028

Construction Completion – Fall 2028

Licensing – Fall 2028

Stabilization – 2030

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

See Attachment 2-3.

4. Provide a site plan for the proposed project.

See Attachment 2-4.

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

See Attachment 2-5.

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

See Attachment 2-6.

7. Provide the proposed gross square footage.

Project #6250 RS will require 57,384 sq. ft. 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 #6250 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 30,817. See Attachment 2-10.1 and 2-10.2.

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

Applicant determined specific needs in Columbia by conducting interviews with local health care professionals, organizations in the area and prospective residents. Those interviews highlighted the need for more affordable senior living options in Columbia, especially those with Memory Care neighborhoods. Those interviewed also stressed the importance of provided meals and care options. Project #6250 meets all of those needs

Staffing

Healthcare professionals consistently identified staffing as a top concern, citing challenges with both stability and sufficient staffing levels.

Project #6250 RS will address these challenges through the use of a proprietary scheduling platform – The Archer. The Archer allows team members to trade or pick up shifts, while the company can add shift incentives to ensure coverage in difficult-to-fill shifts.

Importantly, The Archer aligns staffing with state regulatory requirements and dynamically adjusts based the community's care-level needs, ensuring compliance and high-quality service delivery.
(See attached Archer staffing ratio calculation.)

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

Arrow has another community in Columbia and the two communities would benefit from a shared pool of as-needed employees. Through The Archer platform, staff can easily pick up shifts across any Arrow-managed community, providing greater flexibility and workforce stability.

Affordability & Care Continuum
Affordability was a key concern raised by healthcare professionals. Many noted that their clients and patients want to remain at home for as long as possible. Project #6250 RS addresses this by providing care at the lowest appropriate level, encouraging proactive moves into independent living—co-located on the same campus as assisted living and memory care.

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

Technology & Innovation
Project #6250 RS will utilize Inspiren's AI-driven fall detection and emergency response tools to enhance safety and outcomes, allowing staff to respond quickly and intervene during changes in condition. Additionally, Project #6250 will integrate all operational systems into Arrow's business intelligence platform, consolidating data across functions to provide actionable insights, support timely care plan updates, and improve overall quality of care.

Transportation & Dining
Transportation and dining were also consistent themes from interviews. Project #6250 RS will provide a scheduled transportation program, available on a first-come, first-served basis, with priority for medical appointments.

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

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

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

2029: 22%
2030: 65%
2031: 92%

See Attachment 2-12.

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

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

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

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

Arrow Senior Living manages another senior living community in Columbia. Feedback from those residents identified preferences of services for seniors in the area. In addition, Applicant telephoned seniors and care professionals in home health, rehab centers, senior centers, and private duty care in the Columbia area to ascertain consumer needs and preferences and allow consumers an opportunity to provide input. The majority contacted believed there is a need for more senior living communities in the area. Consumers and care providers noted the following needs and preferences:

- more memory care services
- more assisted living and independent living facilities
- greater affordability
- good, kind staff
- more activities and entertainment to stimulate residents' minds
- communities with greater amenities

- more communities that can protect the safety of residents

Project #6250 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 #6250 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 #6250 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 #6250 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 Columbia market. Project #6250 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*.

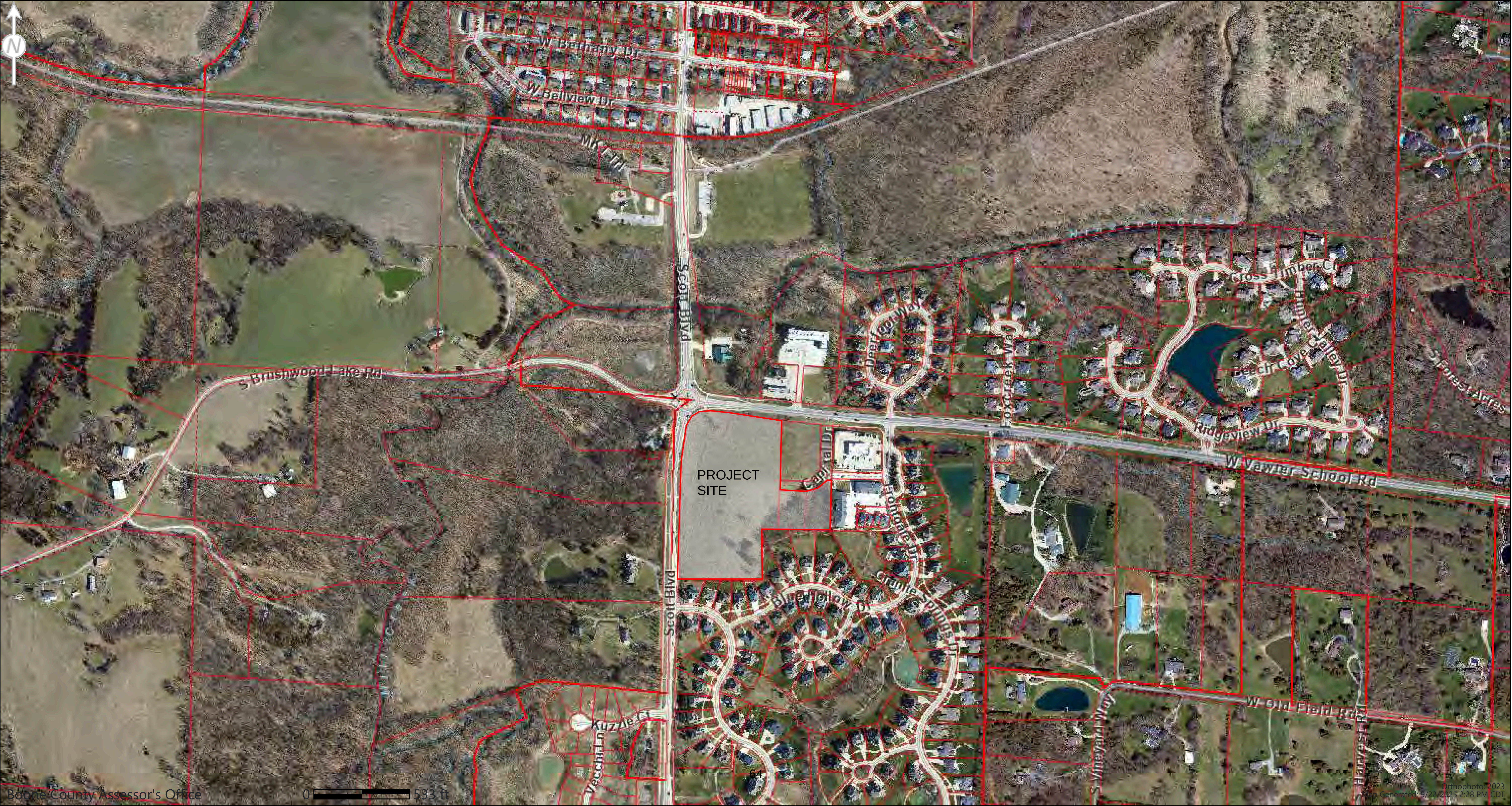
16. Document that providers of similar health services in the proposed 15-mile radius have been notified of the application by a public notice in the local newspaper.

Notice was published in the Columbia Daily Tribune and the Columbia Missourian. 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


N
W Bellview Dr
Scott Blvd
S Brushwood Lake Rd
PROJECT
SITE
W Vawter School Rd
Ridgeview Dr
Beech Cove Ct
W Old Field Rd
Kuzzie Ct
Boone County Assessor's Office
0
533 ft
Orthophoto: 2023
Map Generated: 9/22/2025 2:28 PM CDT

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. TYP.
4. CARPORT. RE: DETAIL
5. MASONRY TRASH ENCLOSURE W/ GATES. RE: DETAIL
6. DOG PARK - ARTIFICIAL TURF, 48" ALUM. FENCE W/ 36" GATE.
7. 4" CONCRETE PATIO. RE: CIVIL.
8. 4" CONCRETE SIDEWALK. RE: CIVIL.
9. GENERATOR.
10. ELEC. TRANSFORMER.
11. PORTE-COCHERE.
12. 30' FLAGPOLE. RE: ELEC. FOR LIGHTING.
13. MONUMENT SIGN.
14. SIGNAGE: REFER TO DETAILS ON SHEET A8.1
    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
15. 4' HIGH BLACK DECORATIVE ALUM. FENCE W/ 36" WIDE GATE.
16. 6' HIGH BLACK DECORATIVE ALUM. FENCE.
17. OUTDOOR COOKING.
18. COVERED PAVILION.
19. SHUFFLEBOARD COURT.
20. FIRE PIT.
21. PRE-FINISHED ALUM. FENCE GATE. 36" WIDE, GATE TO LOCK & INCLUDE ACCESS CONTROL W/ DELAYED EGRESS LOCKS.
22. PRE-FINISHED VINYL FENCE GATE. 36" WIDE. GATE TO LOCK AND TO INCLUDE ACCESS CONTROL W/ DELAYED EGRESS LOCKS.
23. MODULAR BLOCK RETAINING WALL.

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 RECIEVE URINE RESISTANT ARTIFICIAL TURF.
H. ALL AREAS ARE TO BE SODDED AND RECIEVE IRRIGATION. INCLUDING AREAS IN ROW.
I. RIGHT OF WAY TO THE EDGE OF THE EXISITNG PAVEMENT IS TO RECEIVE SOD & IRRIGATION.

SWD ARCHITECTS
EST 1935

ARCHITECTURAL CORPORATION
MISSOURI CERTIFICATE
OF AUTHORITY NO. 000073

COLUMBIA SENIOR LIVING

S SCOTT BLVD AND W VAWTER SCHOOL RD
COLUMBIA, BOONE COUNTY, MISSOURI

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

SEAL
ARCHITECT - NAME
####

PRELIMINARY NOT FOR CONSTRUCTION

SITE PLAN

ISSUE DATE:
10/20/2025

REVISIONS:

No.	Description	Date

PROJECT NO.:2513

SP1.1

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CON SUBMITTAL

COLUMBIA SENIOR LIVING

S SCOTT BLVD AND W VAWTER SCHOOL RD
COLUMBIA, BOONE COUNTY, MISSOURI

SWD ARCHITECTS
EST 1935

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

SHEET LIST

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	50
2 BED 2 BA	33
STUDIO	15
Grand total: 98	98

BUILDING AREA

	STORIES	AREA	SUBTOTAL
MEMORY CARE	1	13,617	13,617
ASSISTED LIVING	2		43,767
FIRST FLOOR		24,799	
SECOND FLOOR		18,968	
INDEPENDENT LIVING	3		106,782
NORTH			
FIRST FLOOR		17,275	
SECOND FLOOR		17,275	
THIRD FLOOR		17,275	
SOUTH			
FIRST FLOOR		15,779	
SECOND FLOOR		15,779	
THIRD FLOOR		15,779	
MAIN ENTRY			
FIRST FLOOR		7,620	
TOTAL			164,166

PROJECT TEAM

ARCHITECT

STARK WILSON DUNCAN ARCHITECTS INC
315 NICHOLS RD, SUITE 288
KANSAS CITY, MISSOURI 64112
816 531 1698

OWNER

O'REILLY DEVELOPMENT CO.
5051 S. NATIONAL AVENUE 4-100
SPRINGFIELD, MO 65810
417.893.6006

MANAGEMENT COMPANY

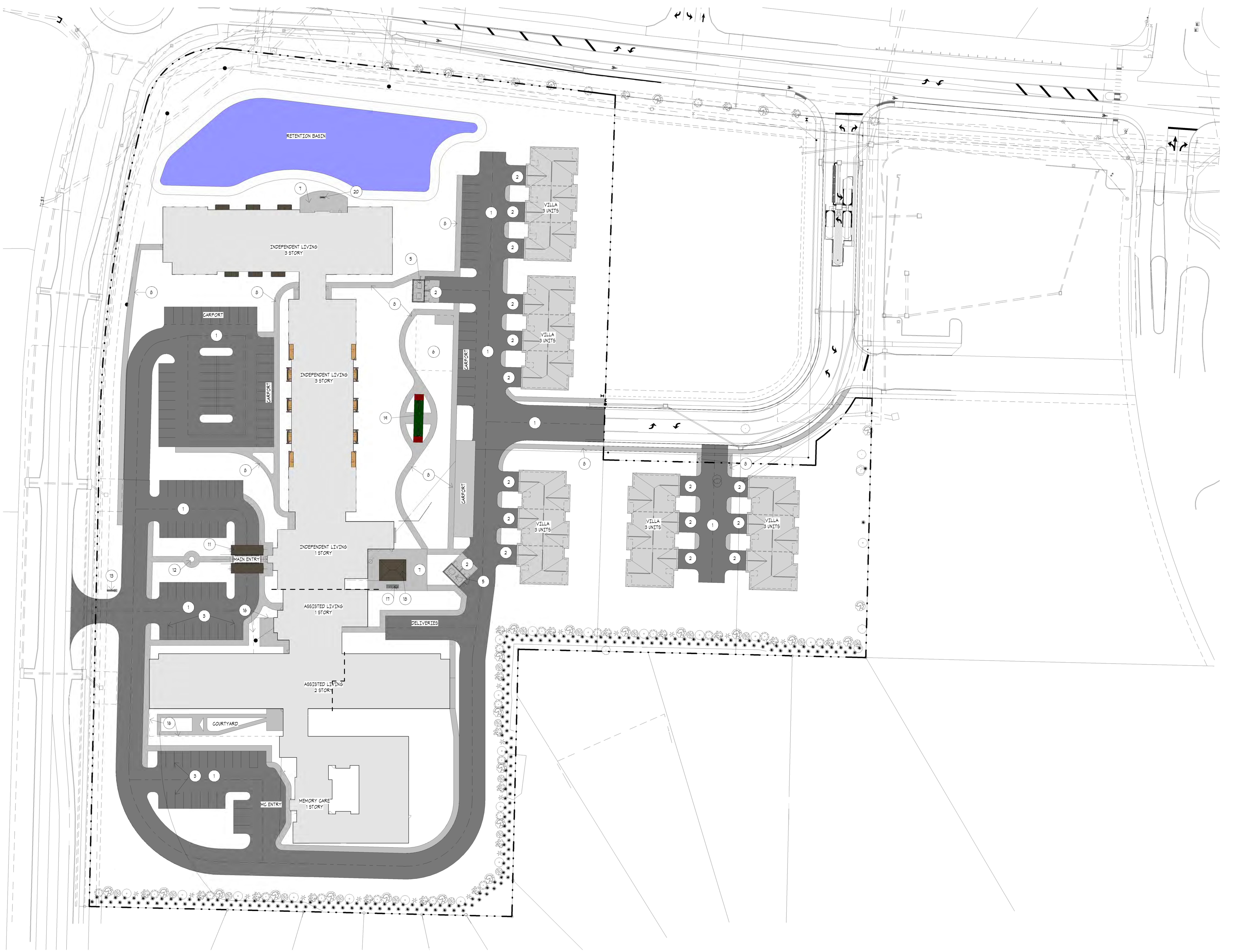
ARROW SENIOR LIVING
3333-9 RUE ROYALE
ST. CHARLES, MO 63301
636.724.1766

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 WILL 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, MEP PENETRATING ITEMS, HVAC SUPPLY & RETURN BOOTS, ETC.) IN THE GYP. BD. BUILDING ENVELOPE (WALLS & CEILING) W/ CAULK OR EXPANDING FOAM.
H. CAULK ALL JOINTS BETWEEN DISIMILAR 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 PREHUNG DOORS.
   b. 6" IN COMMON AREA & RESIDENT UNIT ENTRY DOORS WHEN CASING 3" & OVER IS SCHEDULED.
K. TERMITE 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 CORRIOR, 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 UNTS. 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.

ISSUE DATE:
10/20/2025

LOCATION MAP



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. TYP.
4. CARPORT. RE: DETAIL
5. MASONRY TRASH ENCLOSURE W/ GATES. RE: DETAIL
6. DOG PARK - ARTIFICIAL TURF, 48" ALUM. FENCE W/ 36" GATE.
7. 4" CONCRETE PATIO. RE: CIVIL.
8. 4" CONCRETE SIDEWALK. RE: CIVIL.
9. GENERATOR.
10. ELEC. TRANSFORMER.
11. PORTE-COCHERE.
12. 30' FLAGPOLE. RE: ELEC. FOR LIGHTING.
13. MONUMENT SIGN.
14. SIGNAGE: REFER TO DETAILS ON SHEET A8.1
    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
15. 4' HIGH BLACK DECORATIVE ALUM. FENCE W/ 36" WIDE GATE.
16. 6' HIGH BLACK DECORATIVE ALUM. FENCE.
17. OUTDOOR COOKING.
18. COVERED PAVILION.
19. SHUFFLEBOARD COURT.
20. FIRE PIT.
21. PRE-FINISHED ALUM. FENCE GATE. 36" WIDE, GATE TO LOCK & INCLUDE ACCESS CONTROL W/ DELAYED EGRESS LOCKS.
22. PRE-FINISHED VINYL FENCE GATE. 36" WIDE. GATE TO LOCK AND TO INCLUDE ACCESS CONTROL W/ DELAYED EGRESS LOCKS.
23. MODULAR BLOCK RETAINING WALL.

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 RECIEVE URINE RESISTANT ARTIFICIAL TURF.
H. ALL AREAS ARE TO BE SODDED AND RECIEVE IRRIGATION. INCLUDING AREAS IN ROW.
I. RIGHT OF WAY TO THE EDGE OF THE EXISITNG PAVEMENT IS TO RECEIVE SOD & IRRIGATION.

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COLUMBIA, BOONE COUNTY, MISSOURI

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PRELIMINARY NOT FOR CONSTRUCTION

SITE PLAN

ISSUE DATE:
10/20/2025

REVISIONS:

No.	Description	Date

PROJECT NO.:2513

SP1.1

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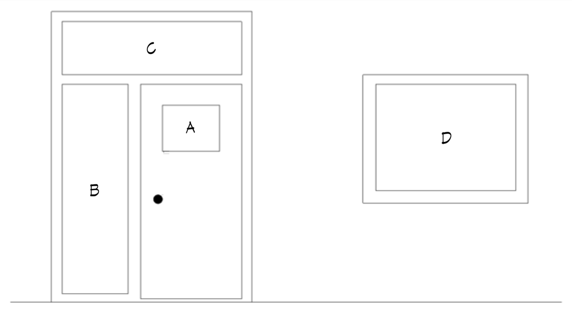
WALL TYPES

TYPE	UL	Rating	DESCRIPTION	TYPE	UL	Rating	DESCRIPTION
A (4 3/4")			5/8" F.R. GYPSUM BOARD EA. FACE 2X4 WOOD STUDS PER STRUCTURAL.	C.1 (7 1/4")	U 311	1 hr STC 52	DEMISING WALL - TO COMMON 5/8" F.R. GYP. BD. EA. FACE 7/16" OSB SHEATHING PER STRUCTURAL EA. FACE (IL) ONE FACE (MCAL) 1/2" RESILIENT CHANNEL ONE FACE 2X6 WOOD STUDS AT 16" O.C. INSULATION RES. CHANNEL AT CORRIDOR SIDE TYP. WALLS THAT ARE NOT SCHEDULED AS SHEAR WALLS SHALL HAVE THE OSB OMMITTED.
A.1 (4 3/4")	U 305	1 hr	5/8" F.R. GYPSUM BOARD EA. FACE 2X4 WOOD STUDS PER STRUCTURAL INSULATION	D (1' - 3 3/4")	U 336	2 hr	FIRE WALL - SHEAR 5/8" F.R. GYPSUM BOARD EA. FACE 7/16" OSB SHEATHING PER STRUCTURAL EA. FACE 2X6 WOOD STUDS AT 16" O.C. 3/4" AIR SPACE 2- 1" FIRE RATED GYPSUM PANELS SET IN H-STUD 3/4" AIR SPACE 2X6 WOOD STUDS AT 16" O.C. INSULATION EA WALL FACE. EXTEND WALL ASSEMBLY TO UNDERSIDE OF ROOF DECK. WALLS THAT ARE NOT SCHEDULED AS SHEAR WALLS SHALL HAVE THE OSB OMMITTED.
A.2 (4 1/8")			5/8" F.R. GYPSUM BOARD ONE FACE 2X4 WOOD STUDS AT PER STRUCTURAL	E (1' - 1 3/4")	U 905	1 hr	ELEVATOR SHAFT WALL 5/8" F.R. GYPSUM BOARD EA. FACE 2X6 WOOD STUDS PER STRUCTURAL ENGINEER 8" NOMINAL CMU INSULATION
A.3 (5 1/4")	U 311	1 hr	DEMISING WALL - TO COMMON 5/8" F.R. GYP. BD. EA. FACE 1/2" RESILIENT CHANNEL ONE FACE 2X4 WOOD STUDS PER STRUCTURAL INSULATION RES. CHANNEL AT CORRIDOR SIDE TYP. 1/2" OSB SHEATHING WHERE INDICATED ON STRUCTURAL.	E.1 (1' - 2 1/4")	U 905	1 hr	ELEVATOR SHAFT WALL 5/8" F.R. GYPSUM BOARD EA. FACE 1/2" RES. CHANNEL 2X6 WOOD STUDS PER STRUCTURAL ENGINEER 8" NOMINAL CMU INSULATION
A.4 (4 3/4")			5/8" F.R. GYP. BD. EA. FACE 2X4 WOOD STUDS PER STRUCTURAL INSULATION	E.2 (7 5/8")	U 905	1 hr	ELEVATOR SHAFT WALL 8" NOMINAL CMU
B (6 3/4")	U 305	1 hr	5/8" F.R. GYPSUM BOARD EA. FACE 7/16" OSB SHEATHING PER STRUCTURAL 2X6 WOOD STUDS AT 16" O.C. INSULATION WALLS THAT ARE NOT SCHEDULED AS SHEAR WALLS SHALL HAVE THE OSB OMMITTED.	F (4 7/8")			5/8" F.R. GYPSUM BOARD EA FACE 3 5/8" METAL STUD FRAMING AT 16" O.C. MAX
B.1 (6 3/4")			5/8" F.R. GYPSUM BOARD ONE FACE 2X6 WOOD STUDS PER STRUCTURAL.	F.1 (4 1/8")			5/8" F.R. GYPSUM BOARD ONE FACE 3 5/8" METAL STUD FRAMING AT 16" O.C. MAX
B.2 (6 3/4")			5/8" F.R. GYPSUM BOARD EA. FACE 2X6 WOOD STUDS PER STRUCTURAL. INSULATION	F.2 (6")			5/8" F.R. GYPSUM BOARD ONE FACE 6" METAL STUD FRAMING AT 16" O.C. MAX
B.3 (6 1/8")			5/8" F.R. GYPSUM BOARD EA. FACE 2X6 WOOD STUDS PER STRUCTURAL.	G (8")	U 301	2 hr	5/8" F.R. GYPSUM BOARD ONE FACE 7/16" OSB SHEATHING PER STRUCTURAL 2X6 WOOD STUDS PER STRUCTURAL 2 LAYERS 5/8" GYPSUM BOARD EACH FACE. 3 1/2" INSULATION WALLS THAT ARE NOT SCHEDULED AS SHEAR WALLS SHALL HAVE THE OSB OMMITTED.
C (8 3/4")	U 340	1 hr STC 52	DEMISING WALL/SHEAR WALL 5/8" F.R. GYPSUM BOARD EA. FACE 7/16" OSB SHEATHING PER STRUCTURAL 1/2" SOUND BOARD ONE. FACE 1/2" RESILIENT CHANNEL ONE FACE 2X6 WOOD PLATE TOP AND BOTTOM. 2X4 WOOD STUDS STAGGER AT 16" O.C. INSULATION WALLS THAT ARE NOT SCHEDULED AS SHEAR WALLS SHALL HAVE THE OSB OMMITTED.	H (9 3/4")	U 301	2 hr	5/8" F.R. GYPSUM BOARD ONE FACE 2X8 WOOD STUDS PER STRUCTURAL 2 LAYERS 5/8" GYPSUM BOARD EACH FACE. 3 1/2" INSULATION

GENERAL NOTES:
1. ALL DIMENSIONS ARE TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. PROVIDE MOISTURE RESISTANT GYPSUM BOARD AT ALL WALLS AND CEILINGS OF RESIDENT UNIT BATHROOMS, POOL, POOL EQUIPMENT ROOM COMMON AREA RESTROOMS, & AT LOCATION OF WATER HEATERS. 092900.
3. ALL STUD FRAMING SHALL BE 16" O.C. MAXIMUM. REFER TO STRUCTUAL & FIRE RATED ASSEMBLIES.
4. ALL GYPSUM BOARD TO BE FIRE RATED. 092900.
5. PROVIDE WOOD BLOCKING IN ALL WALLS THAT RECIEVE CABINETS, TOILET ACCESSORIES, & LEAN RAILS. 061000.
6. PROVIDE WOOD BLOCKING AT ALL ONE PIECE SHOWER UNITS FOR SCHEDULED & FUTURE GRAB BARS & SEATS.
7. ALUMINUM CLIPS REQUIRED AT CENTER STUD LOCATION AS PART OF WALL TYPE D SHALL BE ATTACHED PER UL LISTING U336 ON SHEET A0.2.
8. COORDINATE SHEAR WALL REQUIREMENTS WITH STRUCTURAL DRAWINGS.



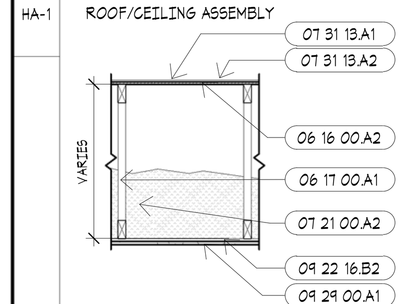
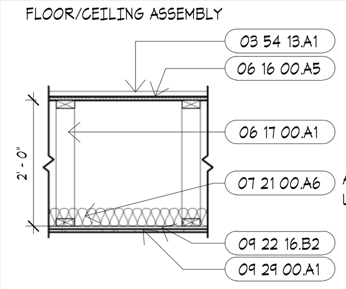
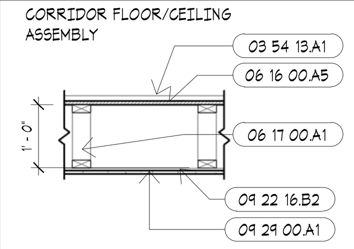
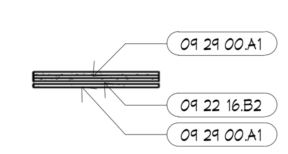
COMMENTARY FIGURE 716.1.2.2(1)
FIRE-RATED GLAZING LOCATIONS
[FOR USE WITH TABLE 716.3(1)]

TYPE OF ASSEMBLY	REQUIRED WALL ASSEMBLY RATING (HRS)	DOOR VIEW PANEL A 100 IN² OR LESS	DOOR VIEW PANEL A > 100 IN²	SIDELITE OR TRANSOM PANELS B & C	WINDOW ASSEMBLY D
FIRE WALL AND FIRE BARRIER WALL	4-HR	NOT PERMITTED	NOT PERMITTED	W-240[b]	W-240[b]
	3-HR	NOT PERMITTED	NOT PERMITTED	W-180[b]	W-180[b]
	2-HR	[D-H-90]	[D-H-W-90][c]	W-120[b]	W-120[b]
	1 1/2-HR	[D-H-90]	[D-H-W-90][c]	W-90[b]	W-90[b]
SHAFT, EXIT ENCLOSURES AND EXIT PASSAGEWAY WALLS	2-HR	[D-H-90]	[D-H-W-90][c] or [D-H-T-W-90][c]	W-120[b, e]	W-120[b, e]
FIRE BARRIERS FOR ENCLOSURES OF SHAFTS, EXIT ACCESS STAIRWAYS, EXIT ACCESS RAMPS, INTERIOR EXIT STAIRWAYS AND EXIT PASSAGEWAY WALLS	1-HR	[D-H-60]	[D-H-T-60] or [D-H-T-W-60][c]	W-60[b, e]	W-60[b, e]
OTHER FIRE BARRIERS	1-HR	[D-H-NT-45]	[D-H-NT-45]	[D-H-NT-45]	W-60[b]
FIRE BARRIERS - INCIDENTAL USE AREAS, MIXED OCCUPANCY SEPARATIONS	1-HR	[D-H-NT-45]	[D-H-NT-45]	[D-H-NT-45]	[OH-45] or W-60[b]
FIRE PARTITIONS: CORRIDOR WALLS	1-HR	[D-20]	[D-20]	[D-H-OH-45]	[OH-45] or W-60[b]
	0.5-HR	[D-20]	[D-20]	[D-H-OH-20]	[OH-20] or W-30[b]
OTHER FIRE PARTITIONS	1-HR	[D-H-45]	[D-H-45]	[D-H-45]	[OH-45] or W-60[b]
	0.5-HR	[D-H-20]	[D-H-20]	[D-H-20]	[OH-20] or W-30[b]
SMOKE BARRIERS	1-HR	[D-20]	[D-20]	[D-H-OH-45]	[OH-45] or W-60[b]
EXTERIOR WALLS[d]	3-HR	[D-H-90]	[D-H-W-90][c]	W-180[b]	[OH-90] or W-180[b]
	2-HR	[D-H-90]	[D-H-W-90][c]	W-120[b]	[OH-90] or W-120[b]
	1-HR	[D-H-45]	[D-H-45]	[D-H-45]	[OH-45] or W-60[b]

FOR SI: 1 SQUARE INCH = 645.2 MM^2.

a. MARKINGS IN BRACKETS [ ] ARE FIRE-PROTECTION-RATED GLAZING. FIRE-PROTECTION-RATED GLAZING IN DOORS, SIDELIGHTS AND TRANSOMS MEETS NFPA 252.
b. FIRE-RESISTANCE-RATED GLAZING MEETING ASTM E119 OR UL 263.
c. GLAZING MEETING BOTH THE STANDARD FOR FIRE-PROTECTION-RATED GLAZING IN FIRE DOORS (NFPA 252) AND THE STANDARD FIRE-RESISTENCE-RATED GLAZING (ASTM E119 OR UL 263).
d. GLAZING REQUIREMENTS WHERE PROTECTED OPENINGS ARE REQUIRED BY TABLE 705.8.
e. ONLY OPENINGS NECESSARY FOR EGRESS ARE ALLOWED IN EXIT ACCESS STAIRWAYS AND INTERIOR EXIT STAIRS.

HORIZONTAL ASSEMBLY TYPES

TYPE	DESCRIPTION	UL	Rating
HA-1	ROOF/CEILING ASSEMBLY 	P544	1 HR.
HA-2	FLOOR/CEILING ASSEMBLY 	L563	1 HR.
HA-3	CORRIDOR FLOOR/CEILING ASSEMBLY 	K504	1 HR.
HA-4	CEILING ASSEMBLY - STAIR & ELEVATOR 	K504	2 HR.

CONSTRUCTION SEQUENCE

1. INDEPENDENT LIVING & THE COMMERCIAL KITCHEN NEED TO BE COMPLETED PRIOR TO THE ASSITED LIVING & MEMORY CARE.
2. MONUMENT SIGNS, & PUBLIC SIDEWALKS SHOULD BE COMPLETED EARLY IN THE CONSTRUCTION SCHDULE.
3. ALL STREET FRONATAGES SHALL BE MAINTAINED & MOWED REGULARLY THROUGHOUT THE CONSTRUCTION PROCESS.
4. PAVING BASE COURSE AROUND THE PERIMETER OF THE BUILDING IS TO BE COMPLETED PRIOR TO GOING VERTICAL.
5. LANDSCAPING
   A. THE LANDSCAPE CONSTRACTOR SHALL PROVIDE ALL NECESSARY VALVES, PIPING, TAPS, METERS, ETC. TO PHASE THE IRRIGATION SYSTEM.
   B. EROSION CONTROL MEASURES NEED TO BE INSTALLED THROUGHOUT THE DURATION OF THE CONSTRUCTION PROCESS.

LANDSCAPE SEQUENCE 1: LANDSCAPING, INLCUDING SOD & NATIVE GRASS PLANTINGS, & IRRIGATION LOCATED AT THE FOLLOWING SHALL BE INSTALLED EARLY IN THE CONSTRUCTION SCHEDULE:
   a. STREET FRONTAGE,
   b. MONUMENT SIGNS
   c. LANDSCAPE BUFFER AREAS
LANDSCAPE SEQUENCE 2: LANDSCAPING & IRRIGATION AROUND THE INDEPENDENT LIVING SHALL BE COMPLETE PRIOR TO TCO.
LANDSCAPE SEQUENCE 3: LANDSCAPING & IRRIGATION AROUND THE ASSISTED LIVING & MEMORY CARE SHALL BE COMPLETE PRIOR TO TCO.

CONSTRUCTION SEQUENSE 1 - INDEPENDENT LIVING, CARPORTS, COMMERCIAL KITCHEN.

CONSTRUCTION SEQUENSE 2- ASSITED LIVING, MEMORY CARE

LANDSCAPE SEQUENSE 1- STREET FRONTAGE, MONUMENT SIGNS, LANDSCAPE BUFFER AREAS.

LANDSCAPE SEQUENSE 2- TO BE COMPLETED AT SAME TIME AS INDEPENDENT LIVING.

LANDSCSAPE SEQUENSE 3- TO BE COMPLETED AT SAME TIME AS ASSISTED LIVING AND MEMORY CARE

ABBREVIATION LEGEND

AFC	ABOVE FINISHED CEILING
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
ALUM	ALUMINUM
BLDG	BUILDING
BOB	BOTTOM OF BEAM
BOD	BOTTOM OF DECK
BOJ	BOTTOM OF JOIST
BOS	BOTTOM OF STRUCTURE
CF	CUBIC FEET
CJ	CONTROL JOINT
CL	CENTER LINE
CLG	CEILING
CLNG	CEILING
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONT	CONTINUOUS
CORR	CORRIDOR
CPT	CARPET
CT	CERAMIC TILE
CTYD	COURTYARD
DBL	DOUBLE
DEMO	DEMOLISH OR DEMOLITION
DIA	DIAMETER
DIM	DIMENSION
DIMS	DIMENSIONS
DN	DOWN
DR	DOOR
DWG	DRAWING
EA	EACH
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRICAL
ELEV	ELEVATOR OR ELEVATION
EPDM	ETHYLENE PROPYLENE DIENE M-CLASS (ROOFING)
EQ	EQUAL
ETR	EXISTING TO REMAIN
EX	EXISTING
EXT	EXTERIOR
FBO	FURNISHED BY OTHERS
FD	FLOOR DRAIN
FE	FIRE EXTINGUISHER CABINET
FF	FINISHED FLOOR
FIXT	FIXTURE
FL	FLOOR
FLR	FLOOR
FND	FOUNDATION
FO	FACE OF
FRT	FIRE RETARDANT TREATED
FV	FIELD VERIFY
GA	GAUGE
GALV	GALVANIZED
GB	GYPSUM BOARD
GC	GENERAL CONTRACTOR
GDPN	GENERAL DEMOLITION PLAN NOTES
GEEN	GENERAL EXTERIOR ELEVATION NOTES
GFI	GROUND FAULT INTERRUPTER
GFPN	GENERAL FLOOR PLAN NOTES
GND	GROUND
GRCN	GENERAL REFLECTED CEILING PLAN NOTES
GWB	GYPSUM WALL BOARD
HC	HOLLOW CORE
HM	HOLLOW METAL
HR	HOUR
HVAC	HEATING, VENTILATING, AND AIR CONDITIONING
IBC	INTERNATIONAL BUILDING CODE
ID	INSIDE DIAMETER
ID	INSIDE DIAMETER
ILO	IN LIEU OF
INSUL	INSULATED OR INSULATION
INT	INTERIOR
IRC	INTERNATIONAL RESIDENTIAL CODE
IRGWB	IMPACT RESISTANT GYPSUM WALL BOARD
LAV	LAVATORY
LF	LINEAR FEET
LF	LINEAR FEET
MAX	MAXIMUM
MECH	MECHANICAL
MEP	MECHANICAL ELECTRICAL PLUMBING
MFG	MANUFACTURER
MIN	MINIMUM
MO	MASONRY OPENING
MRGWB	MOISTURE-RESISTANT GYPSUM WALL BOARD
MTD	MOUNTED
MTL	METAL
N/A	NOT APPLICABLE
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
OC	ON CENTER
OD	OUTSIDE DIAMETER
OFCI	"OWNER FURNISHED, CONTRACTOR INSTALLED"
OH	OVERHANG
OPP	OPPOSITE OR OPPOSITE HAND
OZ	OUNCE
PCC	PRE-CAST CONCRETE
PH	PHASE
PLYD	PLYWOOD
PNL	PANEL
PNT	PAINT OR PAINTED
PSI	POUNDS PER SQUARE INCH
PSIA	POUNDS PER SQUARE IN-ABSOLUTE
PT	POTENTIAL TRANSFORMER
PVC	POLYVINYL CHLORIDE
QTY	QUANTITY
RBR	RUBBER
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
RE	REFERENCE
REQD	REQUIRED
REV	REVISION
RM	ROOM
RTU	ROOF TOP UNIT
SF	SQUARE FOOTAGE/SQUARE FEET
SIM	SIMILAR
SPEC	SPECIFIED OR SPECIFICATION
SS	STAINLESS STEEL
STC	SOUND TRANSMISSION COEFFICIENT
STL	STEEL
STRUCT	STRUCTURE OR STRUCTURAL
T&G	TONGUE AND GROOVE
TME	TO MATCH EXISTING
TO	TOP OF
TOC	TOP OF CONCRETE
TOS	TOP OF STRUCTURE
TYP	TYPICAL
U/S	UNDERSIDE
UF	UNDER FLOOR
UG	UNDER GROUND
UL	UNDERWRITERS LABORATORIES
UNO	UNLESS NOTED OTHERWISE
W/	WITH
WD	WOOD

KEYNOTES

NUMBER	DESCRIPTION
03 54 13.A1	3/4" GYPSUM CONCRETE TOPPING W/ SOUND MAT. 03 54 13
06 16 00.A2	5/8" PLYWOOD SHEATHING. RE: STRUCTURAL.
06 16 00.A5	3/4" PLYWOOD SUBFLOOR. RE: STRUCTURAL
06 17 00.A1	WOOD TRUSS. RE: STRUCTURAL.
07 21 00.A2	R-38 BATT INSULATION. 07 21 00
07 21 00.A6	FILL VOID WITH INSULATION
07 31 13.A1	ARCHITECTURAL ASPHALT SHINGLE. 07 31 13
07 31 13.A2	ROOF UNDERLAYMENT. 07 31 13
09 22 16.B2	1/2" RESILIENT CHANNEL. 09 22 16
09 29 00.A1	5/8" FIRE RATED GYPSUM BOARD. 09 29 00

DRAWING LEGEND

- WALL TYPE
- WINDOW TYPE
- DOOR TYPE
- INTERIOR ELEVATION (1 / A101 — SHEET NO., DETAIL NO.)
- EXTERIOR ELEVATION (DETAIL NO., SHEET NO.)
- BUILDING SECTION (SIM — DETAIL NO., SHEET NO.)
- WALL SECTION (SIM — DETAIL NO., SHEET NO.)
- DETAIL CALLOUT (SIM — DETAIL NO., SHEET NO.)
- KEYNOTE
- PLAN NOTE
- REVISION TAG
- ELEVATION MARK
- HORIZONTAL ASSEMBLY (HA-#)

CODE PLAN LEGEND[CK]

- 1 HOUR WALL CONSTRUCTION
- 2 HOUR WALL CONSTRUCTION
- SMOKE PARTITION (WALL EXTENDS TO BOTTOM OF ROOF DECK)
- PATH OF EGRESS
- TYPE A OR ACCESSIBLE UNIT. REFER TO UNIT MATRIX
- UNIT DEMISING WALL -1 HOUR WALL
- UNIT DEMISING WALL - 1 HOUR WALL
- 2 HOUR WALL CONSTRUCTION

CEILING PLAN SYMBOLS

- ACT-1 2'x2' SUSPENDED WASHABLE CEILING.
- ACT-2 2'x2' SUSPENDED ACOUSTIC CEILING SYSTEM
- SUSPENDED GYPSUM BOARD CEILING / SOFFIT
- 2x4 RECESSED LIGHT.
- 2x2 RECESSED LIGHT.
- RECESSED CAN LIGHT
- EXHAUST FAN
- RETURN AIR DIFFUSER: RE: MECH.
- SUPPLY AIR DIFFUSER. RE: MECH.
- RESIDENT MONITORING SYSTEM.

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ABBREVIATIONS, DRAWING LEGENDS

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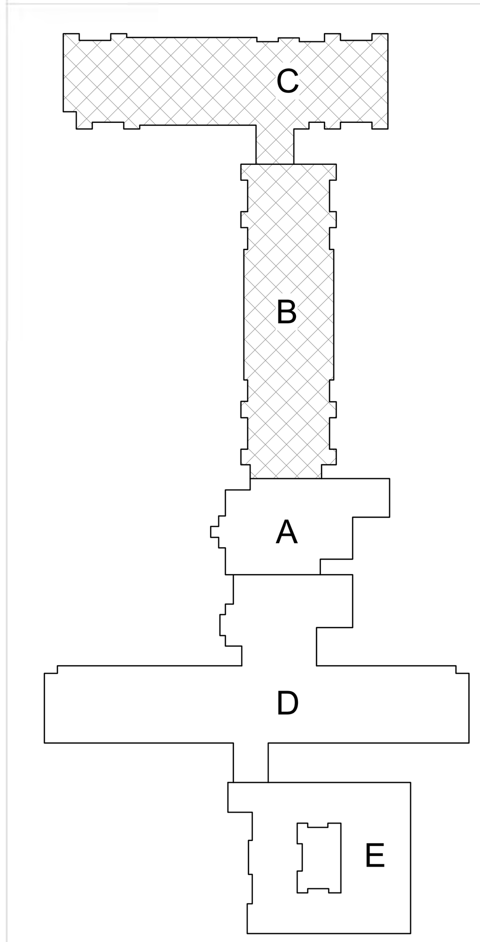
A12 SECOND LEVEL FLOOR PLAN
1/16" = 1'-0"

A6 LOWER LEVEL FLOOR PLAN
1/16" = 1'-0"



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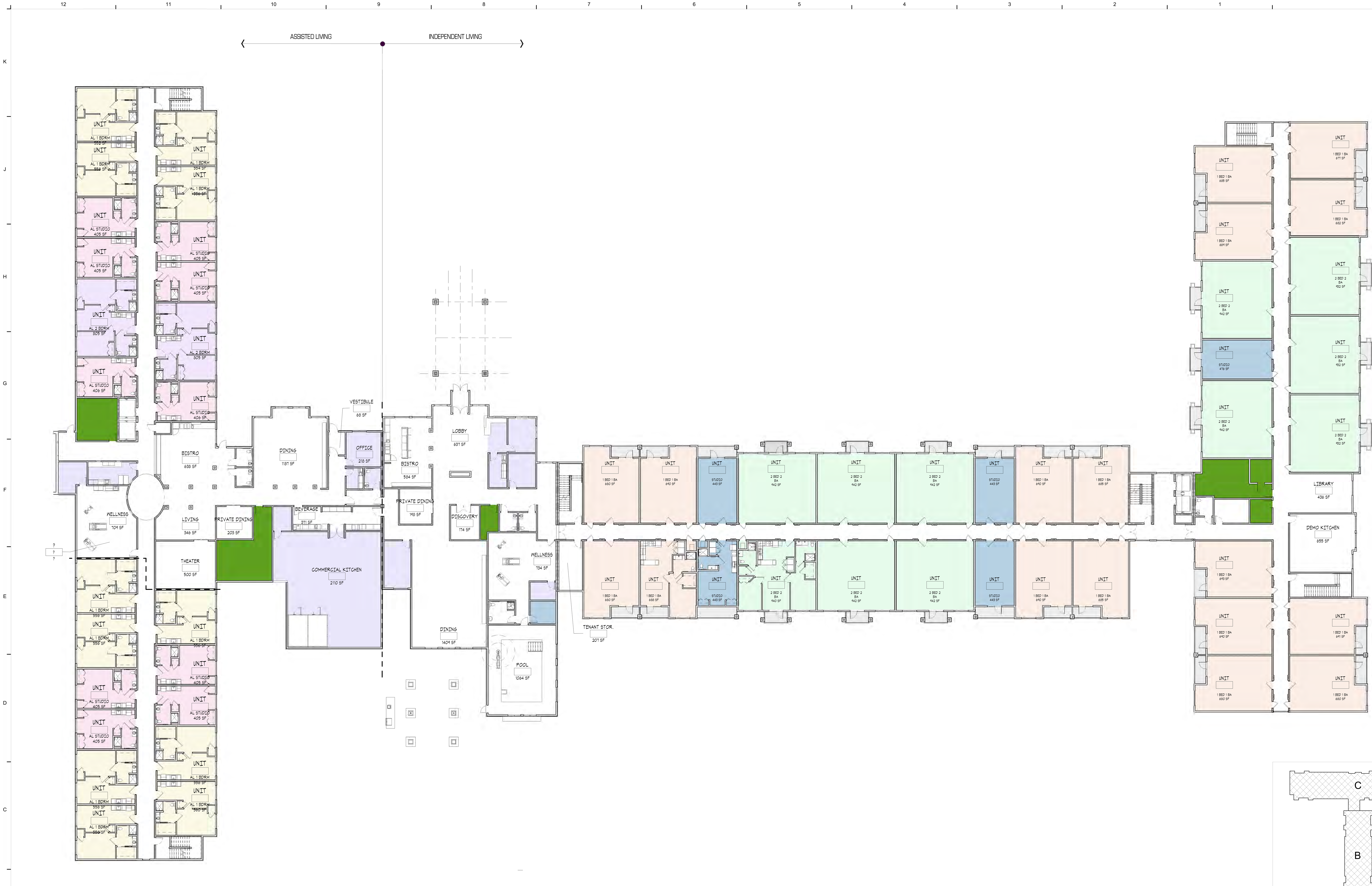

A12 MAIN LEVEL FLOOR PLAN
1/16" = 1'-0"

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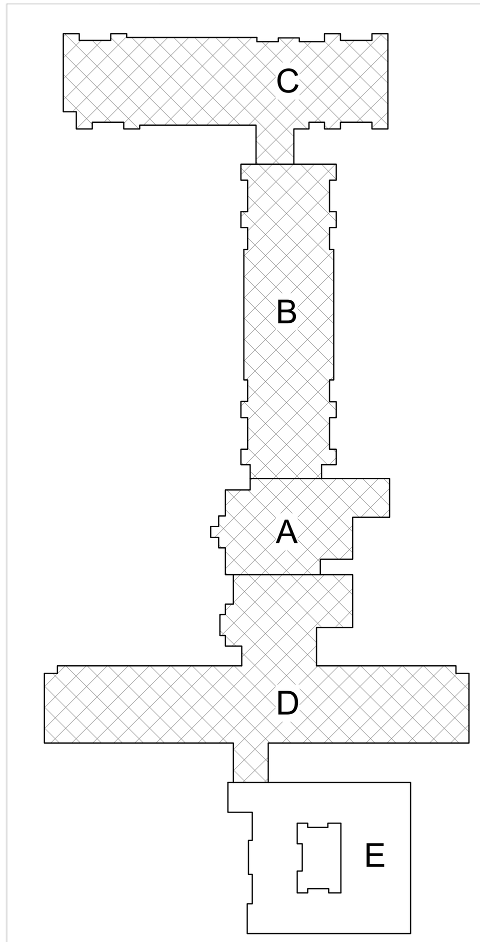

KEY PLAN

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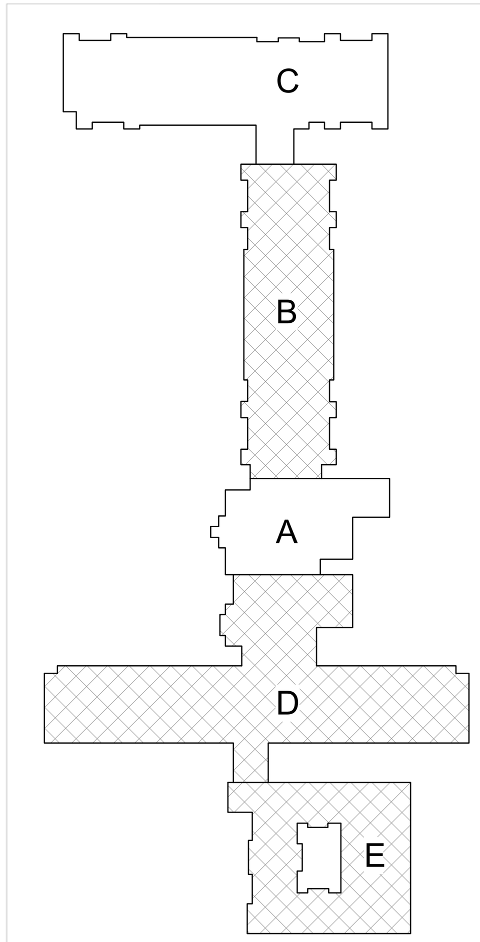
A12 FIRST FLOOR PLAN - MC / SECOND FLOOR PLAN - AL / THIRD LEVEL FLOOR PLAN - IL
1/16" = 1'-0"



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Room Legend

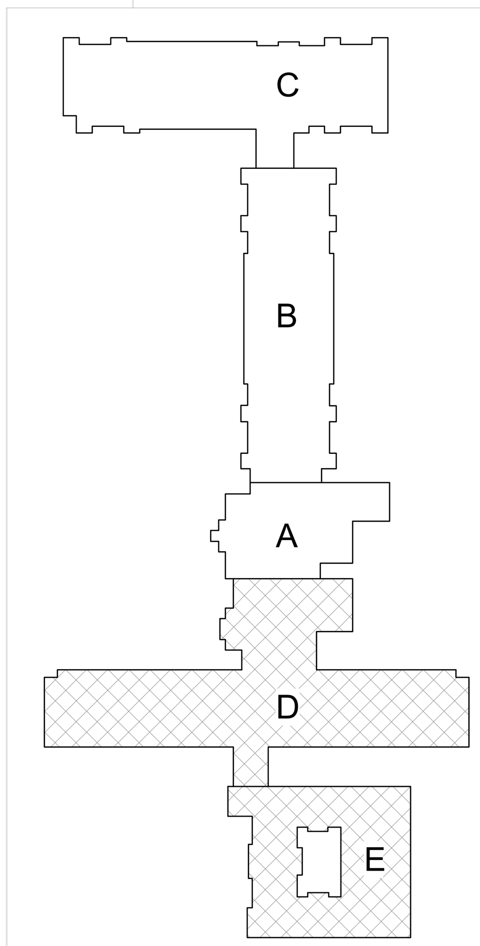
- AL 1 BDRM
- AL 2 BDRM
- AL STUDIO
- BLDG. SERVICES
- MC STUDIO
- STAFF

E12 SECOND LEVEL FLOOR PLAN - AL / FIRST LEVEL FLOOR PLAN - MC
1/16" = 1'-0"

Room Legend

- AL 1 BDRM
- AL 2 BDRM
- AL STUDIO
- BLDG. SERVICES
- STAFF

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



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MCAL OVERALL PLANS

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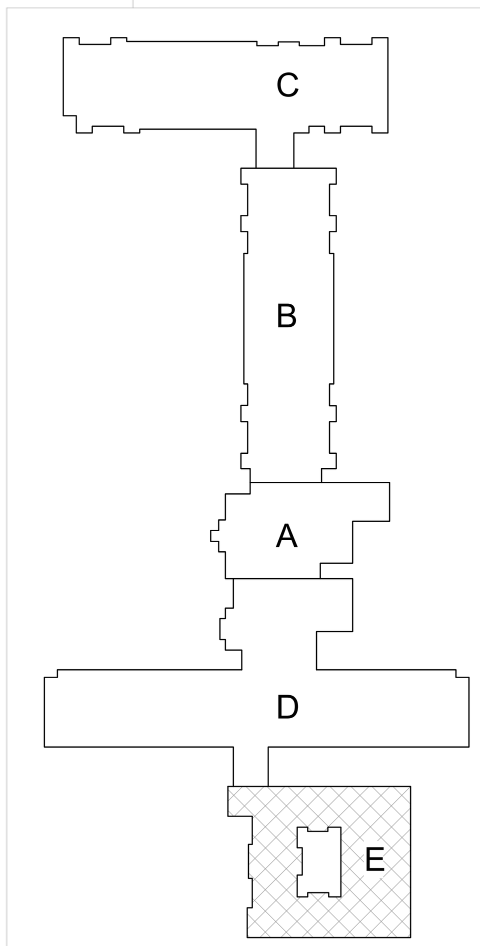
A12 FLOOR PLAN - MC
1/8" = 1'-0"



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FLOOR PLAN - MEMORY CARE

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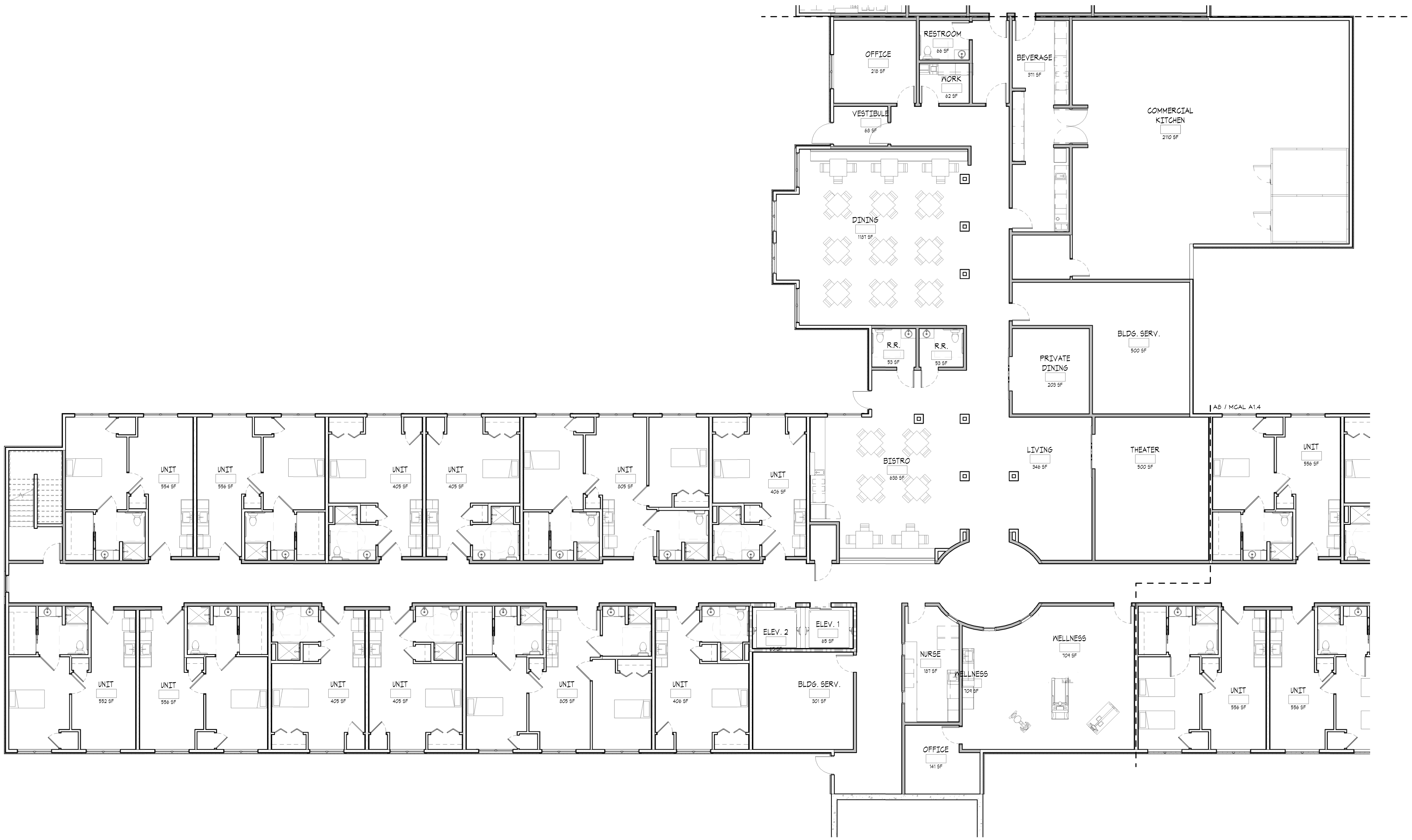

A12 FIRST FLOOR PLAN - AL WEST
1/8" = 1'-0"

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ASSISTED LIVING - PARTIAL FIRST FLOOR PLAN

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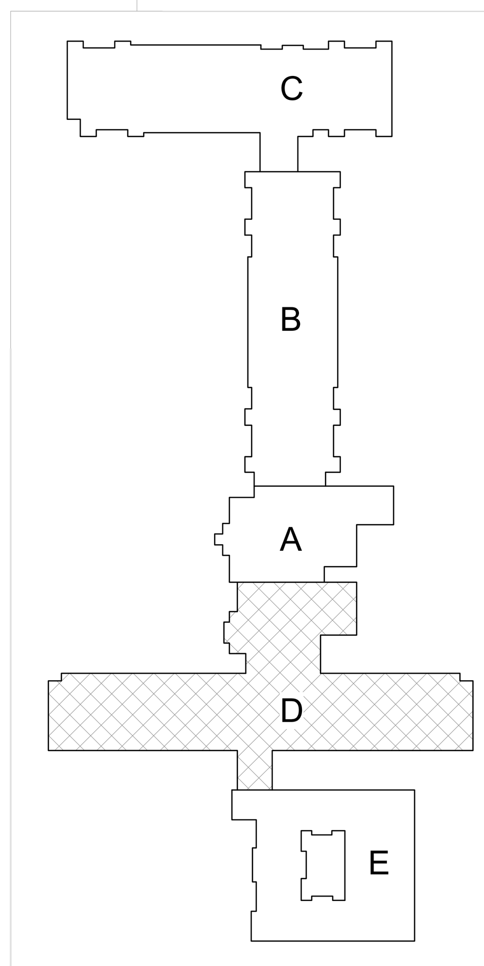

KEY PLAN

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MCAL
A1.3

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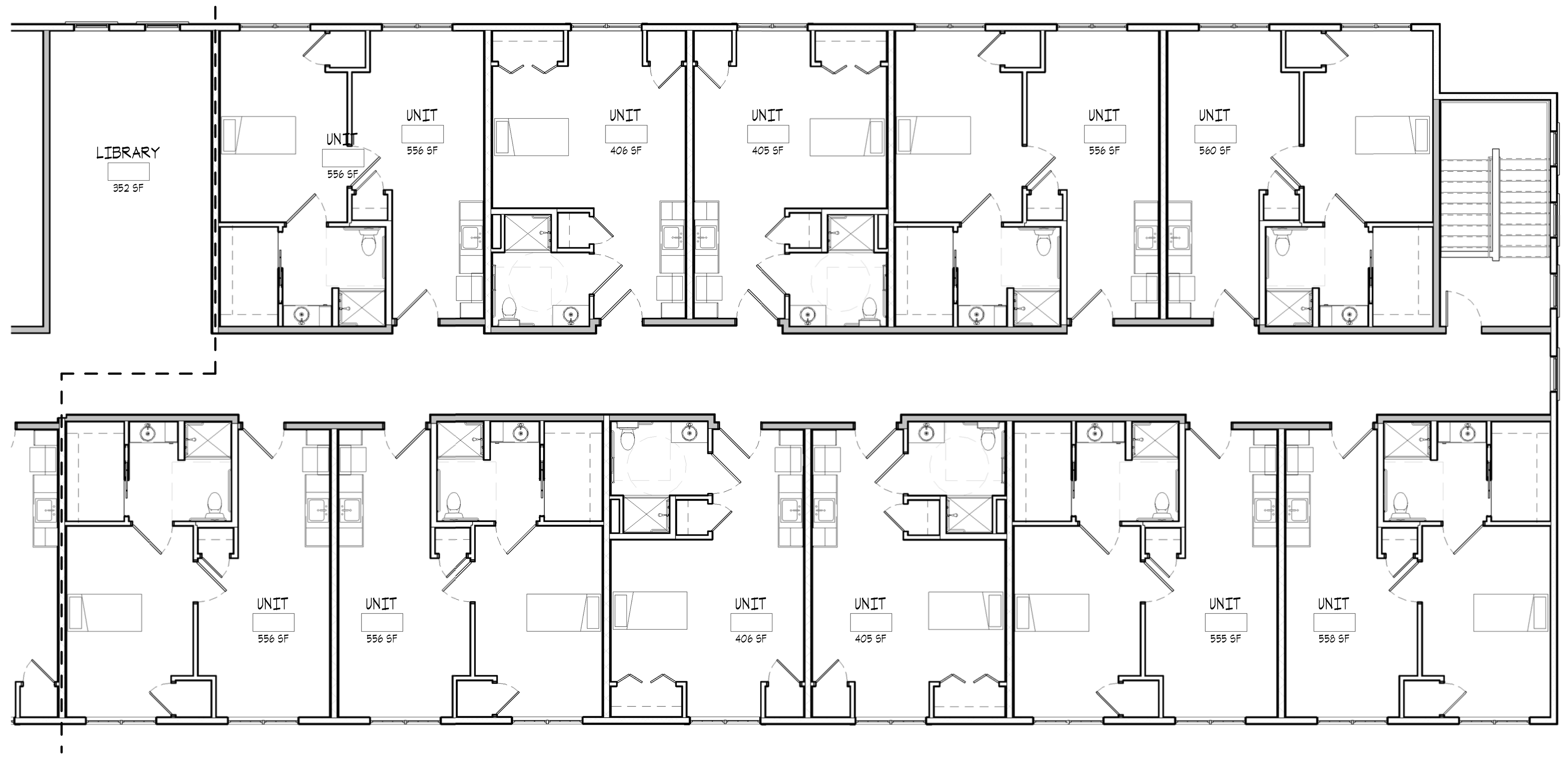

F8 SECOND FLOOR PLAN - AL EAST
1/8" = 1'-0"

A8 FIRST FLOOR PLAN - AL EAST
1/8" = 1'-0"

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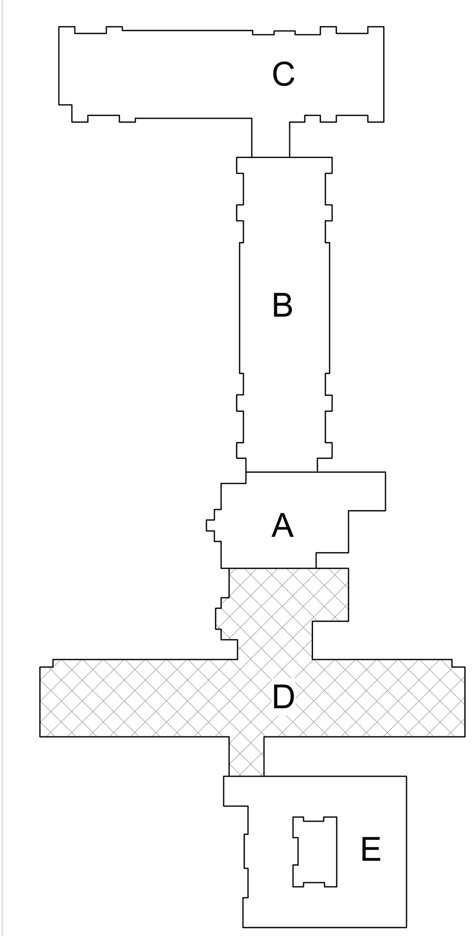

KEY PLAN

ASSISTED LIVING - PARTIAL FIRST AND SECOND FLOOR PLANS

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KEYNOTES

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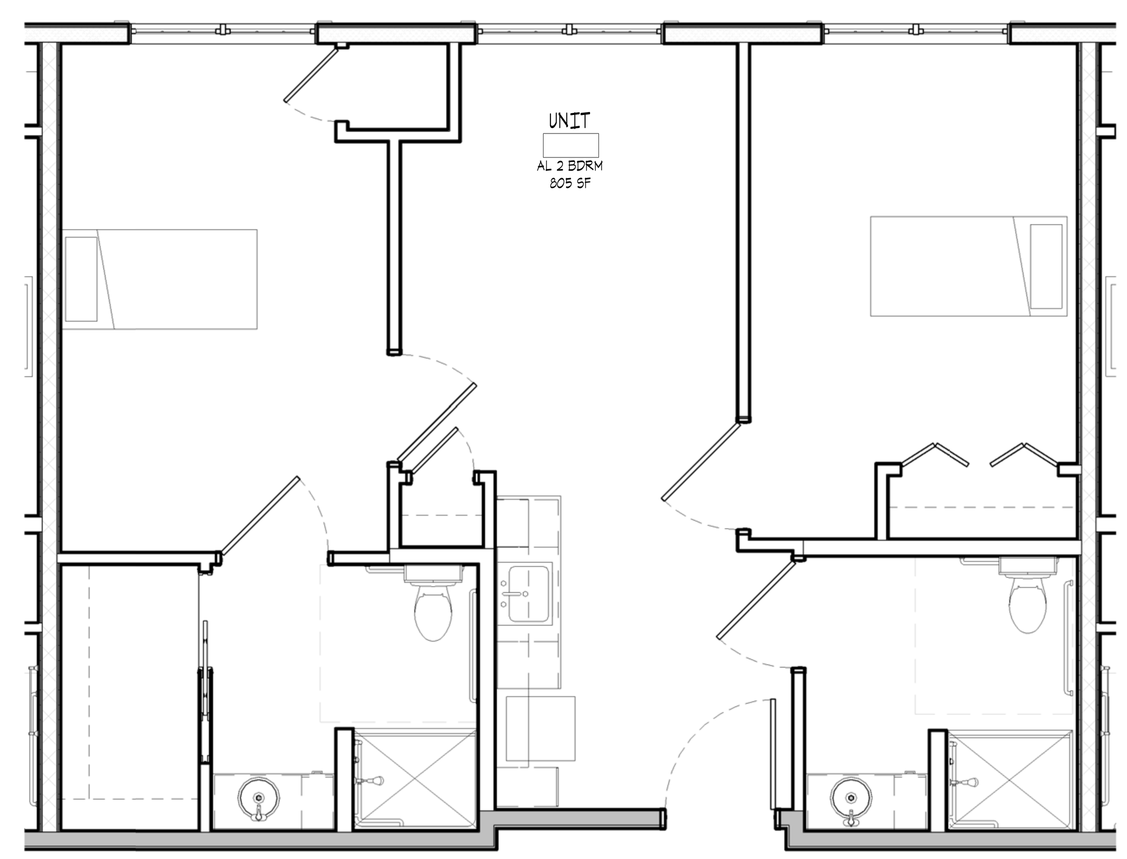
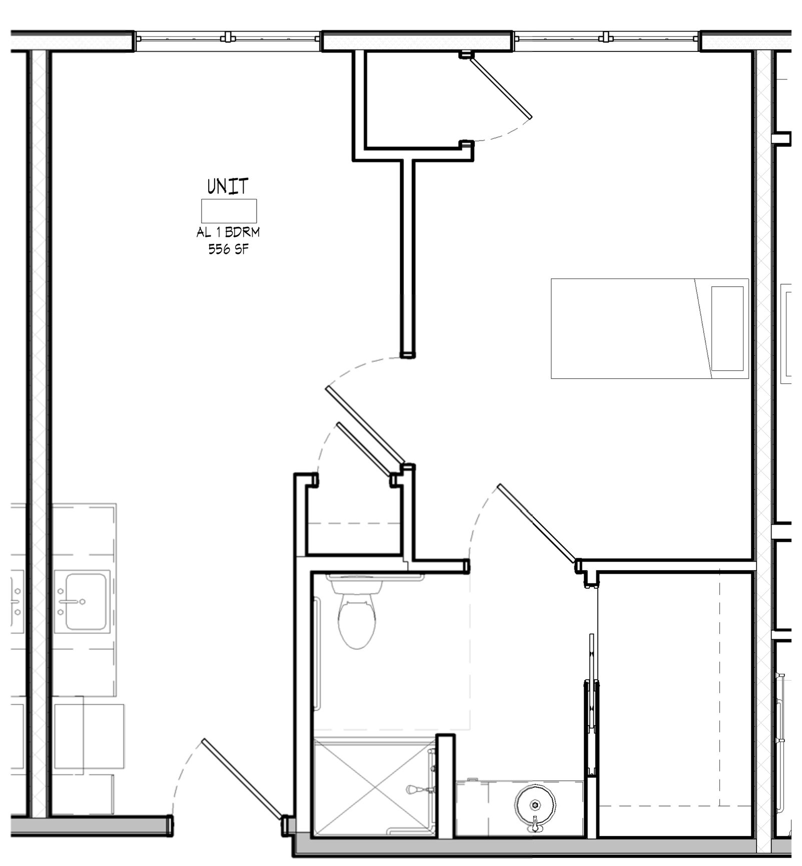
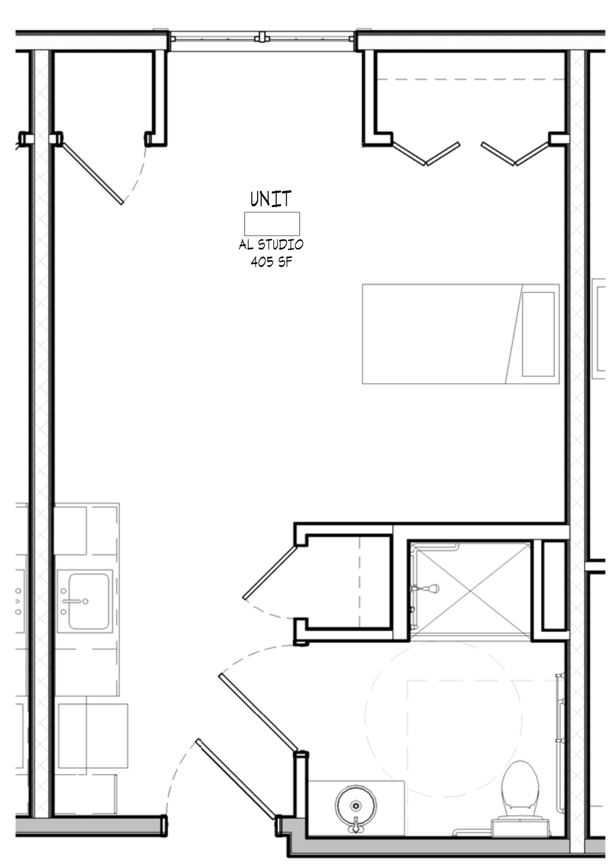


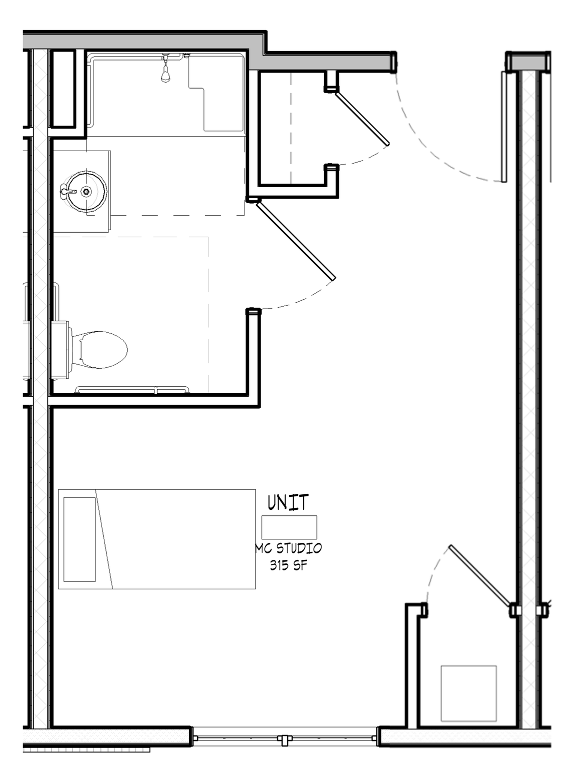
D6 AL UNIT TYPE D - 2 BDRM
1/4" = 1'-0"



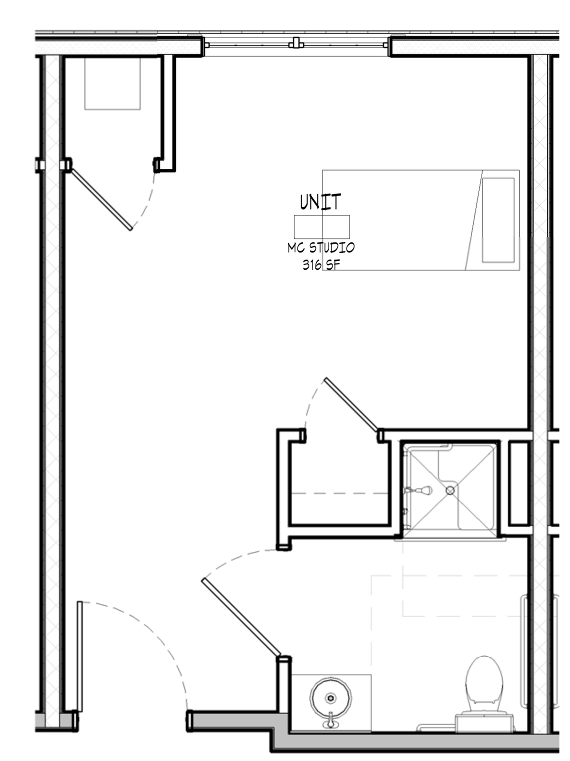
A12 AL UNIT TYPE C - 1 BDRM
1/4" = 1'-0"



A9 AL UNIT TYPE B - STUDIO
1/4" = 1'-0"



A6 MC UNIT TYPE A.1 - STUDIO
1/4" = 1'-0"



A3 MC UNIT TYPE A - STUDIO
1/4" = 1'-0"

ENLARGED PLAN & ELEVATION NOTES

NOT ALL NOTES MAY BE USED ON THIS SHEET.

\# PLAN KEYNOTE SYMBOL.

1. 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, COLLAPSABLE THRESHOOLD & 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 & COLLAPSABLE THRESHOLD. CONTRACTOR TO VERIFY LEFT & RIGHT HAND UNITS.
5. GYPSUM BOARD AS PART OF FIRE RATED WALL ASSEMBLY TO BE INSTALLED PRIOR TO SETING OF SHOWER UNIT. LAMINATE ADDTIONAL 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, COLLAPSABLE THRESHOLD, & CURTAIN ROD.
14. WALLS INDICATED ARE TO RECEIVE WOOD TRIM WAINSCOT. PANT. 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 SCRIBE AT ALL CABINET BACK / WALL JOINTS. REFER TO MATERIAL SCHEDULE & SPEC. SECTION 123530.
B. INTERIOR ELEVATION DIMENSIONS ARE FROM FACE OF FINISH.
C. PRIOR TO FABRICATION OF CASEWORK, 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 FINS. 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 INFOMRATION.
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 102800 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	TOWEL RING
TA-9	MEDICINE CABINET
TA-10	24" TOWEL BAR
TA-11	SOAP DISPENSER (BY OWNER)
TA-12	MIRROR (BY OWNER)
TA-13	PAPER TOWEL DISPENSER (OFCI)

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ENLARGED PLANS - MCAL UNIT TYPES

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Room Legend

- 1 BED 1 BA
- 2 BED 2 BA
- BLDG. SERVICES
- STUDIO
- STAFF

IL NORTH - SECOND FLOOR
IL SOUTH - FIRST FLOOR

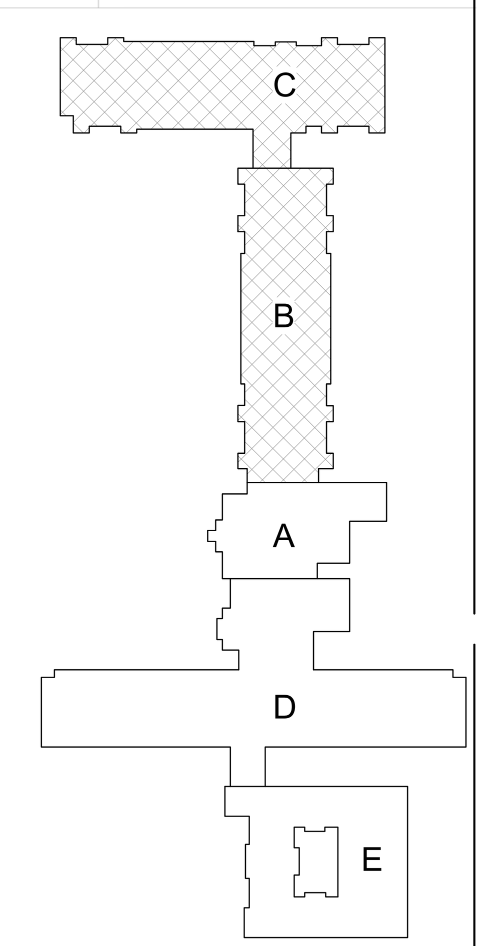
D12 FLOOR PLAN
1/16" = 1'-0"

Room Legend

- 1 BED 1 BA
- 2 BED 2 BA
- BLDG. SERVICES
- STUDIO
- STAFF

IL NORTH - FIRST FLOOR

A4 FLOOR PLAN
1/16" = 1'-0"



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IL OVERALL PLANS

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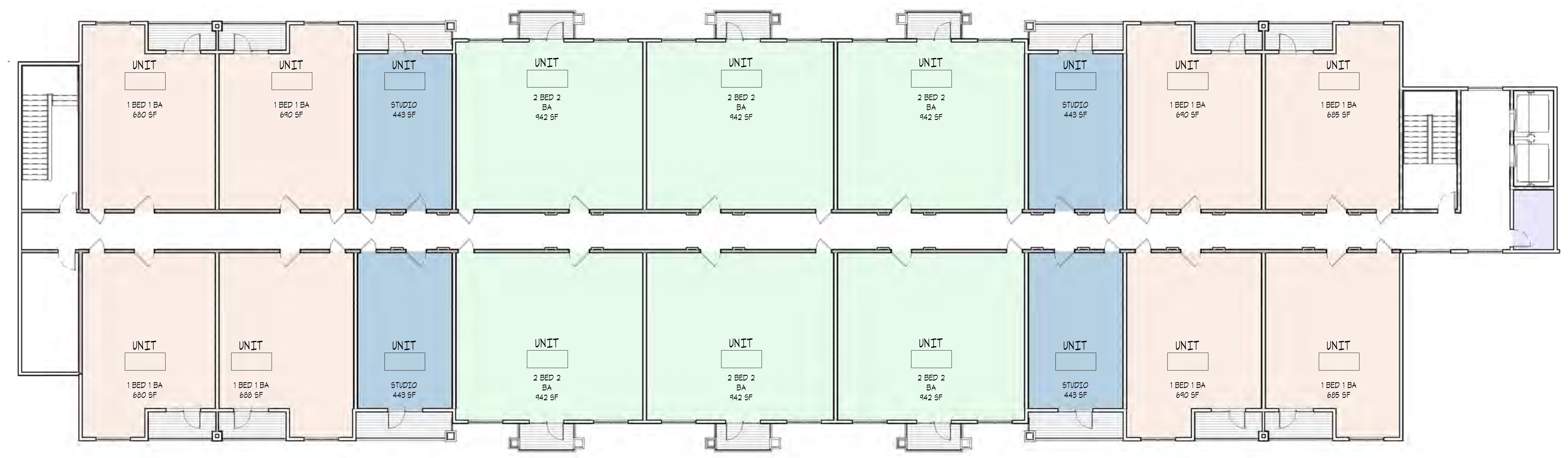
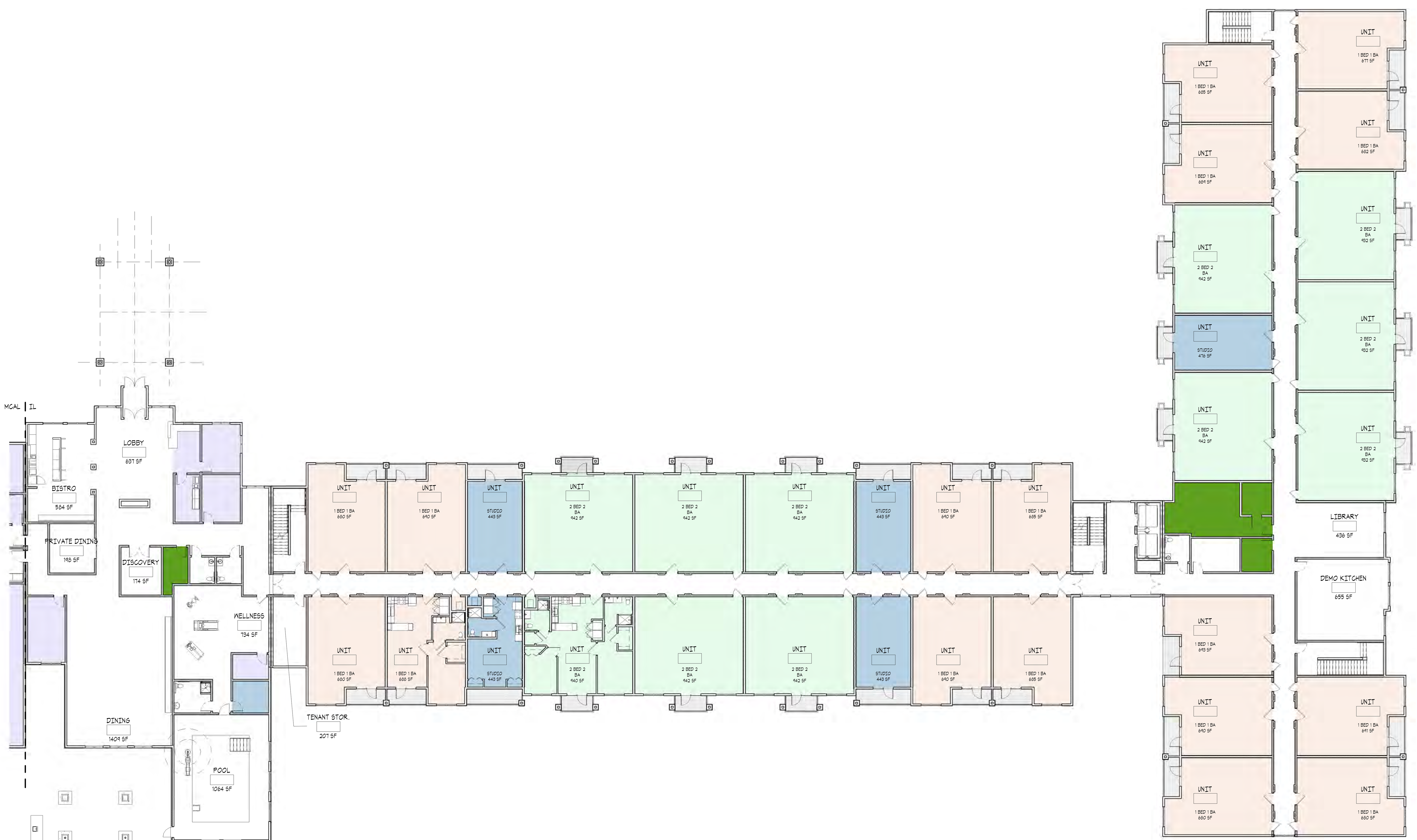


Room Legend

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

IL SOUTH - THIRD FLOOR

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

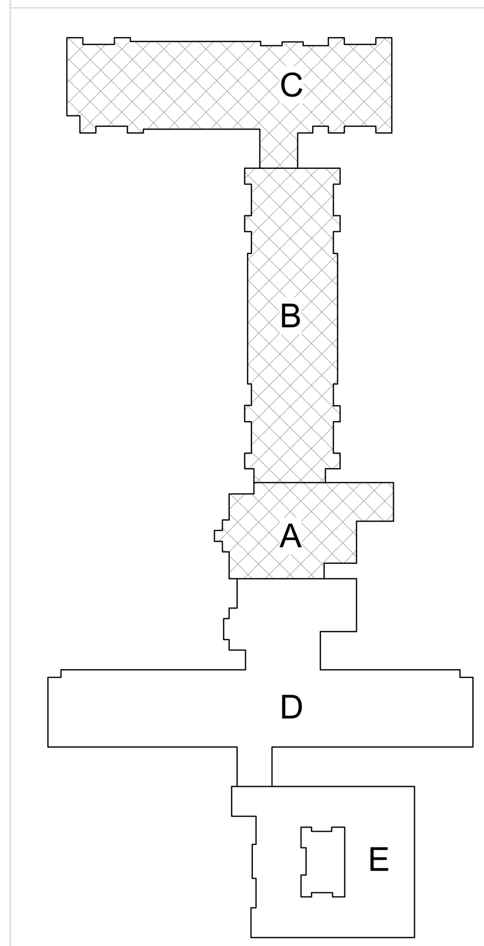


Room Legend

- 1 BED 1 BA
- 2 BED 2 BA
- BLDG. SERVICES
- STUDIO
- STAFF

IL NORTH - THIRD FLOOR
IL SOUTH - SECOND FLOOR
MAIN ENTRY - FIRST FLOOR

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



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Black, Christina

From:	Black, Christina
Sent:	Tuesday, October 21, 2025 4:05 PM
To:	East, David; DHSS, ECU
Cc:	Brothers, Paul; Paris, Salvatore
Subject:	Architectural Plans for CON Application #6250RS Columbia Senior Living Community
Attachments:	ORD COLUMBIA II - 01 SENIOR LIVING - CON SUBMITTAL - 2025 10 20.pdf; Columbia_Project 6250RS_DHSS Submission Letter.pdf

Good afternoon,

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

October 21, 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 #6250RS, Columbia Senior Living Community

Dear Mr. East and Ms. Brixey:

Please find enclosed the CON architectural submittal package for Columbia Senior Living Community, LLC's proposed assisted living facility to be located at approximately 38.911660, -92.398977, Columbia, MO 65203. 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 October 24, 2025, to be heard at the January 5, 2026 Committee meeting.

Please let me know if you need any further information.

Sincerely,

Paul E. Brothers

Paul E. Brothers

Docusign Envelope ID: 37499D5D-2738-4D3B-8DF2-CA19E66F1E3F

REAL ESTATE SALE AGREEMENT

by and between

CAPITAL LAND INVESTMENT LLC

as Seller

and

COLUMBIA SENIOR LIVING COMMUNITY, LLC, its assignee or nominee

as Purchaser

August 27, 2025

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this "**Agreement**") is made and entered into as of August 27, 2025 ("**Effective Date**") by and between **CAPITAL LAND INVESTMENT LLC**, a Missouri limited liability company (the "**Seller**") and **COLUMBIA SENIOR LIVING COMMUNITY, LLC**, a Missouri limited liability company, its successors and assigns (the "**Purchaser**").

PRELIMINARY STATEMENTS

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

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

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

1. **Property**.

The real estate which is the subject of this Agreement, consisting of approximately 12.15 acres of land located in Columbia, Missouri, is depicted on **Exhibit A** attached hereto and is identified as Parcel IDs (i) 16-803-00-00-003.00 01, (ii) 16-803-00-07-002.00 01, and (iii) 16-803-00-07-003.00 01, 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, occupancy or use, and rental agreements ("**Leases**") between Seller, as landlord, licensor, or grantor, and tenants or other occupants or users of the Property in effect as of the Effective Date or any time through the Closing (as defined below), except as set forth in the Title Commitment (as defined below).

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

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

4. **Transfer of Title**.

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

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

The purchase price for the Property shall be Three Million Six Hundred Thousand and No/100 Dollars ($3,600,000.00) (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 Thirty Thousand and No/100 Dollars ($30,000.00) (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. The Earnest Money shall be fully refundable to Purchaser as set forth herein, including, without limitation, until the satisfaction of the Zoning Contingency, the Plan Contingency, the CON Contingency, and the Purchaser Closing Conditions.

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

6. **Representations and Covenants**.

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

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

(2) Conflicts. 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 adverse fact relating to the physical condition of the Property, or any portion thereof, or any improvements thereon including, without limitation, landfills, hazardous wastes, fault lines, sinkholes or other geological conditions.

(8) Notice of Violations. Seller has no 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.

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(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, 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 or more separate tax parcel(s) 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.

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

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

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

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

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

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

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

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

(5) Seller shall not, without the prior written consent of Purchaser, except as provided herein, apply for, consent to or process any applications for zoning, re-

zoning, variances, site plan approvals, subdivision approvals or development with respect to the Property or any portion thereof.

(6) Seller shall not, without the prior written consent of Purchaser, sell, assign, transfer or encumber all or any portion of the Property or any interest therein 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. **<u>Purchaser's Due Diligence</u>**.

(a) <u>Property Representation</u>. Seller represents that the Property is currently zoned PD.

(b) <u>Due Diligence Materials</u>. Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser, existing copies, 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.

(e) Zoning Contingency. Purchaser may make formal application for any zoning approval(s) (collectively, the "**Zoning Approvals**") required for Purchaser's intended development of the Property as a continuum of care senior community consisting of independent living, assisted living and memory care for rent units (the "**Intended Development**") and will thereafter diligently pursue the receipt of such Zoning Approvals (the "**Zoning Contingency**") in the event the Property is not already approved. In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the Zoning Approvals, and to provide to the applicable Authorities any information reasonably required for the same. Notwithstanding anything in the Agreement to the contrary, it is understood and agreed that in no event shall any change in the zoning of the Property be effective prior to Closing and all Zoning Approvals obtained by Purchaser shall be expressly contingent upon and effective only upon the Closing of the acquisition of the Property by Purchaser from Seller. Purchaser and Seller agree and acknowledge that Purchaser shall be responsible for preparing and submitting any necessary applications or other documents relating to the Zoning Approvals, but that Seller shall be shown as the applicant on such applications and documents. Seller agrees to cooperate with Purchaser in good faith in Purchaser's efforts to obtain the Zoning Approvals, including requests from Purchaser to sign or acknowledge applications and other documents related to the Zoning Approvals promptly upon request from Purchaser. If the Zoning Approvals are not obtained on or prior to the date that is two hundred seventy (270) days after the expiration of the Due Diligence Period (the "**Zoning Contingency Period**"), then Purchaser may terminate this Agreement by giving written notice thereof to Seller within ten (10) days after the expiration of the Zoning Contingency Period, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof.

(f) Plan Contingency. Purchaser's obligations under this Agreement are expressly conditioned upon Purchaser having received final non-appealable approval from the applicable governmental authorities of (i) the preliminary plat applicable to the Property (the "**Preliminary Plat**") and (ii) the applicable site development plan, subdivision plat and/or civil construction drawings (the "**Site Plan**") as required for development of the Intended Development; provided, however, no Preliminary Plat or Site Plan approvals shall be recorded or deemed final and binding upon the Property until the Closing occurs. If the City of Columbia, Missouri does not approve the Preliminary Plat and/or the Site Plan by the expiration of the Zoning Contingency Period, then Purchaser may terminate this Agreement by written notice delivered to Seller within ten (10) days after the expiration of the Zoning Contingency Period (the "**Plan Contingency**"), in which event the Title Insurer shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof.

(g) Certificate of Need Contingency. Purchaser shall have obtained a final Certificate of Need (the "**CON**") required by governmental authorities (the "**Authorities**") to permit Purchaser to operate the Intended Development on the Property (the "**CON Contingency**," collectively with the Zoning Contingency and the Plan Contingency, the "**Contingencies**"). In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the CON, and to provide to the applicable Authorities any information reasonably required for the same. Subject to Purchaser's satisfaction of the Submittals (as hereinafter defined), in the event the CON Contingency is not

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satisfied by the CON Deadline, Purchaser may terminate this Agreement by written notice delivered to Seller within ten (10) days after the CON Deadline, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. Purchaser shall make a reasonably good faith effort to prepare and submit the report requirements for the CON letter of intent (each a "**Submittal**") to the Authorities on or prior to September 24, 2025, with the anticipated decision to be delivered on January 5, 2026 (the "**CON Deadline**").

(h) <u>Declaration</u>. Purchaser and Seller acknowledge that the Property will have access over the private road that connects to W. Vawter School Road (the "**Access Drive**") as set forth in that certain Declaration of Covenants, Easements and Restrictions of Copperstone Corner recorded in Book 5894 Page 138 of the Boone County Real Estate Records (the "**Declaration**") regarding the Copperstone Corner Subdivision (the "**Subdivision**"). Seller will work with Purchaser and the other owner in the Subdivision to amend the three (3) person board of managers for the Subdivision association around, but prior to, the date of Closing, as referenced in the Declaration.

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

8. **<u>Survey</u>**. 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. **<u>Title Insurance</u>**.

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

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

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

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

10. **Closing**. The Closing shall be accomplished through the Escrow Agent, and shall take place on the date (the "**Closing Date**") that is thirty (30) days following the date that the Contingencies 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 all or any portions of the Property.

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

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

(e) All utility services, including, but not limited to, natural gas, electrical, water and sewer to the Property and/or, as applicable, with respect to storm water and sanitary sewer systems, shall be available at the Property line in capacities sufficient to serve the Property as developed for Purchaser's Intended Development as Purchaser has conveyed to Seller in writing during the Due Diligence Period (and if no information is conveyed to Seller during the Due Diligence Period, then sufficient to serve a standard commercial development, as determined by Seller in its sole, but reasonable discretion).

(f) Neither the Zoning Approvals, the Preliminary Plat, the Site Plan, nor the CON (collectively, the "**Approvals**") shall have been modified, repealed, rescinded, revoked or terminated, all Approvals shall be final and non-appealable, with all applicable appeal periods having expired without any appeals being filed (or, if filed, fully and finally resolved in a manner satisfactory to Purchaser in its sole discretion), and no additional conditions, restrictions or encumbrances shall have been placed on the development of the Property that would cause a material adverse effect on the ownership or development of the Property or prevent the Property from being developed for the Intended Development.

(g) On the Closing Date, Seller shall have provided to the Title Insurer any items required from Seller by the Title Insurer 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.

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

(i) 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.

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

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

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

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

13. **As-Is Sale**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY,

INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

(a) Deed. The original Deed.

(b) Estoppel. An estoppel certificate, dated no earlier than thirty (30) days prior to the Closing Date, from all owners subject to the Declaration, which shall confirm (i) there are no defaults or any conditions that could give rise to a default under 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 Intended Development is an acceptable use under the Declaration.

(c) 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.

(d) 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).

(e) 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.

(f) 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.

(g) Authority Documents. Customary authorization and governance documents as the Title Insurer may reasonably require.

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

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

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

(k) 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) Other Documents. Such other documents and instruments as may be required by the Escrow Agent from the Purchaser or 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 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 (not to exceed a total of $75,000), and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

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

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

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

19. **Expenses**.

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

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

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

20. **Intermediaries**.

(a) Purchaser and Seller represent and warrant that they have not dealt with any real estate brokers in connection with this transaction other than John Hancock with Maher Commercial Real Estate, 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 Boone 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:

Columbia 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:

Capital Land Investment LLC
221 Bolivar Street, Suite 400
Jefferson City, MO 65101
Attn: Legal Department
Email: cmo@farmercompanies.com
Phone: (573) 635-2255

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 Boone 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) Boone County or City of Columbia, MO officials and representatives in connection with any rezoning of the property or (z) Title Insurer. However, neither party shall have this obligation concerning information which: (a) is published or becomes publicly available through no fault of either Purchaser or Seller; (b) is rightfully received from a third party; or (c) is required to be disclosed by law. Seller agrees that, from and after the Effective Date until the earlier of such time as (1) the Closing Date or (2) the termination of this Agreement, Seller shall not, directly or indirectly, through any officer, director, agent, representative or otherwise, market, solicit, initiate or encourage the making of any inquiries, engage in marketing, negotiations or other substantial discussions, or enter into any agreement with any party, with respect to the transaction contemplated under this Agreement and shall discontinue any marketing, pending discussions or negotiations with respect to the transaction contemplated hereunder. Notwithstanding the foregoing, Purchaser shall have the right to discuss the Intended Development and related aspects of the same with the City of Columbia, Missouri and any Boone 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) as a result of a material breach or inaccuracy of one of Seller's representations or warranties pursuant to this Agreement and arising or accruing at any time prior to the Closing. 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 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) as a result of a material breach or inaccuracy of one of Purchaser's representations or warranties pursuant to this Agreement and arising or accruing at any time prior to the Closing. 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.]

Docusign Envelope ID: 37499D5D-2738-4D3B-8DF2-CA19E66F1E3F

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

SELLER:

CAPITAL LAND INVESTMENT LLC,
a Missouri limited liability company

Signed by:

By: K. Farmer
4FF807875CD84AB...

Name: Michael K Farmer, Jr

Title: President

PURCHASER:

COLUMBIA SENIOR LIVING COMMUNITY, LLC,
a Missouri limited liability company

DocuSigned by:

By: Denise Heintz

Name: Denise Heintz

Title: Manager

Signature Page

104273293.10

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

DEPICTION OF PROPERTY

Docusign Envelope ID: 37499D5D-2738-4D3B-8DF2-CA19E66F1E3F

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 [____________________________], with an address of [_________________________] ("**Grantor**") and [____________________________], with an address of [_________________________] ("**Grantee**").

WITNESSETH, that Grantor, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents BARGAIN and SELL, CONVEY and CONFIRM unto Grantee, and to Grantee's successors and assigns, all of Grantor's interest in and to the real estate described on **Exhibit A**, attached hereto and incorporated herein by reference, situated in the Boone, State of Missouri (the "**Property**"), subject only to real estate taxes for the 2025 calendar year, zoning regulations and all matters set forth on **Exhibit B** attached hereto (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any wise appertaining, unto Grantee and Grantee's successors and assigns, forever. Grantor hereby covenants that it and its heirs and assigns, shall and will WARRANT AND DEFEND the title to the Property unto Grantee, and to its successors and assigns forever against the lawful claims of all persons claiming by, through or under Grantor, but none other, excepting, however, the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

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

[________________________]
a [____________________________]

By:_____________________________________
Name:___________________________________
Title:_______________________________________

STATE OF _________)
) SS.
COUNTY OF _______)

This instrument was acknowledge before me, a Notary Public, on _____________, 20__, by ______________________, as ________________ of [____________________________], a [____________________________].

My Commission Expires:

____
Notary Public in and for said County and State

____
[SEAL]

Print Name: __________________________

Exhibit A

LEGAL DESCRIPTION

[To be inserted and confirmed by Title Insurer]

Docusign Envelope ID: 37499D5D-2738-4D3B-8DF2-CA19E66F1E3F

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 [________________________] ("**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. 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 on or prior to the Closing or relating to time periods prior to Closing. 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.

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:

_______________, a______________

By:_______________________________________
Name:____________________________________
Its:

ASSIGNEE:

____

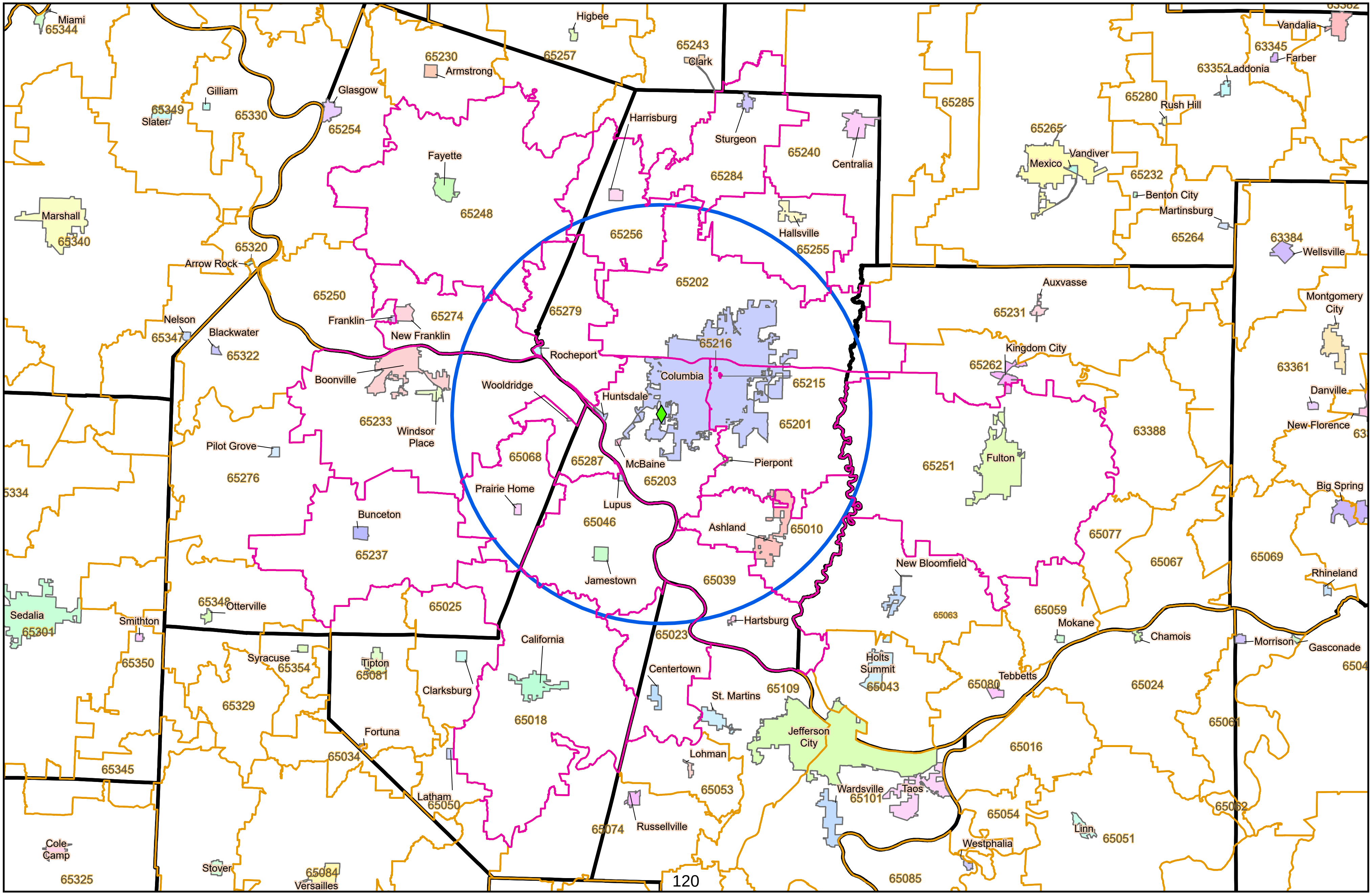
By:_______________________________________
Name:____________________________________
Its:

EXHIBIT A TO ASSIGNMENT OF INTANGIBLES

LEGAL DESCRIPTION

CON 15 Mile Radius

(Lat: 38.911660 & Long: -92.398977)



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	**POPULATION 65+**				**Project Number:**			**Project Address:**		**(39.911660, -92.398977)**					
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	65010	1,533	Ashland	854	95%	811	811	722	85%	613	95%	811	811	1,425
4							0						0		
5							0						0		
6	2	65018	1,588	California	911	100%	911	911	677	5%	34	0%	0	0	34
7							0						0		
8							0						0		
9	3	65023	515	Centertown	71	100%	71	86	429	20%	86	0%	0	0	86
10				St. Martins	292	5%	15					0%	0		
11							0						0		
12	4	65039	641	Hartsburg	40	100%	40	40	601	50%	301	0%	0	0	301
13							0						0		
14							0						0		
15	5	65046	273	Jamestown	62	100%	62	77	196	100%	196	100%	62	77	273
16				Lupus	15	100%	15					100%	15		
17							0						0		
18	6	65068	200	Prarie Home	83	100%	83	83	117	80%	94	100%	83	83	177
19							0						0		
20							0						0		
21	7	65201	6,573	Ashland	854	5%	43	7,277	-704	95%	-669	5%	43	7,277	6,608
22				Columbia	20,622	35%	7,218					35%	7,218		
23				Pierpont	28	60%	17					60%	17		
24	8	65202	7,742	Columbia	20,622	30%	6,187	6,187	1,555	95%	1,478	30%	6,187	6,187	7,664
25							0						0		
26							0						0		
27	9	65203	12,553	Columbia	20,622	35%	7,218	7,244	5,309	100%	5,309	35%	7,218	7,244	12,553
28				Huntsdale	11	100%	11					100%	11		
29				McBaine	4	100%	4					100%	4		
30				Pierpont	28	40%	11					40%	11		
31	10	65215	0	Columbia	20,622	0%	0	0	0	100%	0	0%	0	0	0
32							0						0		
33							0						0		
34	11	65216	0	Columbia	20,622	0%	0	0	0	100%	0	0%	0	0	0
35							0						0		
36							0						0		
37	12	65233	2,516	Boonville	1,590	100%	1,590	1,653	863	40%	345	0%	0	0	345
38				Windsor Place	63	100%	63					0%	0		
39							0						0		
40	13	65237	164	Bunceton	48	100%	48	48	116	0%	0	0%	0	0	0
41							0						0		
42							0						0		
43	14	65248	1,017	Fayette	429	100%	429	429	588	10%	59	0%	0	0	59
44							0						0		
45							0						0		
46	15	65251	4,391	Fulton	2,282	100%	2,282	2,282	2,109	10%	211	0%	0	0	211
47							0						0		
48							0						0		
49	16	65255	991	Hallsville	385	100%	385	385	606	45%	273	0%	0	0	273

	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**
50							0						0		
51							0						0		
52	17	65256	483	Harrisburg	47	100%	47	47	436	45%	196	0%	0	0	196
53							0						0		
54							0						0		
55	18	65274	425	New Franklin	284	100%	284	284	141	40%	56	0%	0	0	56
56							0						0		
57							0						0		
58	19	65279	497	Rocheport	79	100%	79	79	418	100%	418	100%	79	79	497
59							0						0		
60							0						0		
61	20	65284	540	Sturgeon	251	100%	251	251	289	5%	14	0%	0	0	14
62							0						0		
63							0						0		
64	21	65287	45	Wooldridge	8	100%	8	8	37	100%	37	100%	8	8	45
65							0						0		
66							0						0		
67							0						0		
68			**42,687**		**111,829**		**28,182**	**28,182**	**14,505**		**9,051**		**21,766**	**21,766**	**30,817**
69														Bed Need	770.425
70	Rev. 05/2013														

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: Columbia Senior Living Community, LLC **Project #:** 6250 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 2029	Year 2030	Year 2031
Amount of Utilization:*	6,271	18,104	25,339
Revenue:			
Average Charge**	$299	$310	$304
Gross Revenue	$1,874,892	$5,606,031	$7,711,400
Revenue Deductions	230,000	154,100	103,250
Operating Revenue	1,644,892	5,451,931	7,608,150
Other Revenue	10,789	22,682	26,813
TOTAL REVENUE	**$1,655,681**	**$5,474,613**	**$7,634,963**
Expenses:			
Direct Expenses			
Salaries	2,087,930	2,995,009	3,143,236
Fees	304,009	309,087	280,788
Supplies	164,541	309,239	362,978
Other	1,227,938	1,685,497	1,763,295
TOTAL DIRECT	$3,784,418	$5,298,832	$5,550,297
Indirect Expenses			
Depreciation	529,059	529,059	529,059
Interest***	812,092	802,120	791,532
Rent/Lease	0	0	0
Overhead****	5,062	6,542	7,009
TOTAL INDIRECT	$1,346,213	$1,337,721	$1,327,600
TOTAL EXPENSES	**$5,130,631**	**$6,636,553**	**$6,877,897**
NET INCOME (LOSS):	**-$3,474,950**	**-$1,161,940**	**$757,066**

*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.

MO 580-1865 (08/06)

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: Columbia Senior Living Community, **Project #:** 6250 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 2032	2033	2034
Amount of Utilization:*	25,868	25,798	25,798
Revenue:			
Average Charge**	$310	$320	$329
Gross Revenue	$8,019,915	$8,256,493	$8,498,216
Revenue Deductions	69,175	0	0
Operating Revenue	7,950,740	8,256,493	8,498,216
Other Revenue	27,780	28,666	29,552
TOTAL REVENUE	**$7,978,520**	**$8,285,159**	**$8,527,768**
Expenses:			
Direct Expenses			
Salaries	3,222,250	3,294,239	3,374,752
Fees	265,370	257,791	262,783
Supplies	353,331	345,555	346,956
Other	1,816,259	1,872,393	1,930,624
TOTAL DIRECT	$5,657,210	$5,769,978	$5,915,115
Indirect Expenses			
Depreciation	529,059	529,059	529,059
Interest***	780,292	768,358	755,687
Rent/Lease	0	0	0
Overhead****	7,477	7,944	8,411
TOTAL INDIRECT	$1,316,828	$1,305,361	$1,293,157
TOTAL EXPENSES	**$6,974,038**	**$7,075,339**	**$7,208,272**
NET INCOME (LOSS):	**$1,004,482**	**$1,209,820**	**$1,319,496**

*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.

MO 580-1865 (08/06)

ADVANCED SENIOR CARE

October 9, 2025

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

Re: Columbia Senior Living, LLC, CON Application #6250 RS

Dear Staff and Committee:

I am writing in support of Columbia Senior Living, LLC's proposed plan for the construction of a new assisted living facility at the corner of W. Vawter School Road and S. Scott Blvd.

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

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

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

Thank you for your time and thoughtful review.

Sincerely,

Brad Beaird
Owner, Advanced Senior Care

910 N. College Ave, Suite 4
Columbia, MO 65201
Phone: (636)-642-1215
Fax: (573)-234-4799

October 5, 2025

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

Re: Columbia Senior Living, LLC, CON Application #6250 RS

Dear Staff and Committee:

I am writing in support of Columbia Senior Living, LLC's proposed plan for the construction of a new assisted living facility at the corner of W. Vawter School Road and S. Scott Blvd.

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

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

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

Thank you for your time and thoughtful review.

Sincerely,

Frank I. Clark

Frank I. Clark, MD JD

October 10, 2025

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

Re: Columbia Senior Living, LLC, CON Application #6250 RS

Dear Staff and Committee:

I am a consultant pharmacist that provides services to numerous skilled nursing facilities, assisted living facilities, residential care facilities, and memory care facilities in Columbia MO and surrounding areas.

I am writing in support of Columbia Senior Living, LLC's proposed plan for the construction of a new assisted living facility at the corner of W. Vawter School Road and S. Scott Blvd.

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

I am a consultant pharmacist that has served their WESTBURY ASSISTED LIVING community for several years. I am confident in the team's ability to deliver compassionate, dignified care based on their commitment and successful track record. Their presence in Columbia will offer substantial benefits to local seniors, their loved ones, and healthcare staff by filling a critical gap in long-term care services.

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

Thank you for your time and thoughtful review.

Sincerely,
Michael Peppers, BS, RPh, PharmD
Consultant Pharmacist

720 West Sexton Road
Columbia, MO 65203
573-864-9430 (Cell)
573-443-1645 (Office)
573-874-3159 (Fax)
cbutler@healthcorevalue.com

October 15, 2025

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

Re: Columbia Senior Living, LLC, CON Application #6250 RS

Dear Staff and Committee:

I am writing to express my support for Columbia Senior Living, LLC's proposed plan to construct a new assisted living facility at the intersection of W. Vawter School Road and S. Scott Blvd.

This project will provide significant value to the seniors in Columbia by offering a full continuum of care supported by advanced technology that enhances health and wellness. This senior living community will be developed by O'Reilly Development, which has a proven track record in senior, student, and affordable housing. They bring proven expertise to this endeavor. The community will be managed by Arrow Senior Living Management, a respected senior housing operator based in Missouri, known for its focus on high-quality service and support.

I have confidence in this team's ability to deliver compassionate, dignified care, given their commitment and successful history. Their presence in Columbia will provide substantial benefits to local seniors, their families, and healthcare staff by addressing a critical gap in long-term care services.

With these points in mind, I am proud to support the efforts of the development and management team in bringing this much-needed facility to Columbia and encourage the approval of the Certificate of Need.

Thank you for your time and thoughtful review.

Sincerely,

Cora Butler

CORA BUTLER, JD, RN
CEO, HealthCore Value Advisors

October 17, 2025

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

Re: Columbia Senior Living Community, LLC, CON Application #6250 RS

Dear Staff and Committee:

I am writing in support of the Columbia Senior Living Community, LLC’s proposed plan for the construction of a new assisted living facility on the southeast corner of Scott Boulevard and W. Vawter School Road in Columbia, MO.

This new development can be a great asset to Columbia'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 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 need for this development and management team’s dedication to providing high-quality, dignified care for area seniors. With their record and hands-on, innovative approach, I believe this team can deliver real benefits to seniors, their families, employees, and the Columbia community by addressing a crucial healthcare and housing needs.

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,

Rep. Gregg Bush, House District 50

Docusign Envelope ID: 7C5C1F25-6D29-4871-BE40-E864E53DD75E

August 5, 2025

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

Re: Columbia Senior Living, LLC, CON Application #6250 RS

Dear Staff and Committee:

I am writing in support of Columbia Senior Living, LLC's proposed plan for the construction of a new assisted living facility at the corner of W. Vawter School Road and S. Scott Blvd.

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

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

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

Thank you for your time and thoughtful review.

Sincerely,

Signed by:
Dr. Eric Barnes
C3C5CDD422C6414...

Dr. Eric Barnes

Outlook

Re: Letter of support-The Westbury

From Barbara Clark <barbclarkphd@gmail.com>
Date Mon 10/13/2025 12:21 PM
To Byergo, Amy <AByergo@arrowseniorliving.com>

CAUTION: This email originated from outside of the organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. If you are unsure about an attachment or have questions, please contact IT Support.

October 9, 2025

To Whom it May Concern:

I am writing to recommend a proposed second Arrow senior living center in Columbia, MO. I will have made my home for four years, November 2, 2025 as an Independent Living Resident, Westbury Senior Living Center.

Those of us in the twilight of our lives struggle to make sense of our changing abilities to adapt to new environments, navigate down hallways, forge new friendships, admit loss of freedoms including driving, failing hearing, and eyesight.

Senior Living Centers through cohesive, understanding, knowledgeable, caring staff make the transition and help in mourning much more tolerable. This is true of the Arrow Westbury Senior Living Center Staff. I am sure the Arrow Corporation will provide such support in a second Center. Hence, my writing this letter of recommendation.

Sincerely,
Barbara Clark, PhD
550 Stone Valley Parkway, Unit 2008
Columbia, MO 65203
Barb Clark, PhD 1995 (she/her)

> On Oct 10, 2025, at 1:40 PM, Byergo, Amy <AByergo@arrowseniorliving.com> wrote:
>
> Hi Barb!
>
> Thank you so much for offering to draft a letter of support for our second Columbia location! I have attached a template for your use.
>
> <Outlook-j5cvuqeu.png>
>
> Amy Byergo, LNHA
> Regional Executive Director
> The Westbury Senior Living
> 573.818.7030 p
> www.westburyseniorliving.com
>
> ***CONFIDENTIAL : This transmission may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon)is strictly prohibited. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format.***
>
> <Columbia Senior Living - CON Support Letter (2).docx>

COLUMBIA
MISSOURIAN
• COLUMBIA'S LOCALLY OWNED NEWSPAPER •
221 South Eighth Street • P.O. Box 917 • Columbia, Missouri 65205
WWW.COLUMBIAMISSOURIAN.COM

GRAVES GARRETT GREIM
1100 MAIN ST STE 2700
KANSAS CITY, MO 64105

AFFIDAVIT OF PUBLICATION AND INVOICE

PO # ______ Invoice # 31020637

Notice of CON Application
Columbia Senior Living Community, LLC is seeking Certificate of Need approval to develop and construct a 76-bed assisted living facility with memory care units at the corner of West Vawter School Road and South Scott Boulevard in Columbia, MO 65203 (Project No. 6250RS). 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.
Insertion Date: October 17, 2025

STATE OF MISSOURI)
) ss.
County of Boone)

I, Bryan Chester, being duly sworn according to law state that I am one of the publishers of the *Columbia Missourian*, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second class matter in the City of Columbia, Missouri the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

1st Insertion	October 17, 2025
2nd Insertion	, 2025
3rd Insertion	, 2025
4th Insertion	, 2025
5th Insertion	, 2025
6th Insertion	, 2025
7th Insertion	, 2025
8th Insertion	, 2025
9th Insertion	, 2025
10th Insertion	, 2025
11th Insertion	, 2025
12th Insertion	, 2025
13th Insertion	, 2025
14th Insertion	, 2025
15th Insertion	, 2025
16th Insertion	, 2025
17th Insertion	, 2025
18th Insertion	, 2025
19th Insertion	, 2025
20th Insertion	, 2025
21st Insertion	, 2025

COLUMBIA MISSOURIAN **PRINTER'S FEE $9.10**

By: ______________________
(Bryan Chester, General Manager)

Subscribed and sworn to before me this

17th **day of** October **, 2025**

Melody Cook
(Melody Cook, Notary Public)
My Commission Expires October 21, 2028

MELODY COOK
My Commission Expires
10-21-2028
NOTARY SEAL
Cooper County
Commission # 12405232
NOTARY PUBLIC - STATE OF MISSOURI

LOCALiQ

Columbia Daily Tribune

PO Box 631339 Cincinnati, OH 45263-1339

AFFIDAVIT OF PUBLICATION

Graves Garrett Greim LLC
1100 Main ST
Suite 2700
Kansas City MO 64105-2120

STATE OF MISSOURI, COUNTY OF BOONE

The Columbia Daily Tribune, a daily newspaper of general circulation, printed and published in the county of Boone, in the State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 403.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice published in said newspaper in the issue dated:

10/16/2025

Sworn to and subscribed before on 10/16/2025

Legal Clerk

Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	$24.11	
Tax Amount:	$0.00	
Payment Cost:	$24.11	
Order No:	11754516	# of Copies:
Customer No:	1564313	0
PO #:	LCLM0388798	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance

MARIAH VERHAGEN
Notary Public
State of Wisconsin

Notice of CON Application

Columbia Senior Living Community, LLC is seeking Certificate of Need approval to develop and construct a 76-bed assisted living facility with memory care units at the corner of West Vawter School Road and South Scott Boulevard in Columbia, MO 65203 (Project No. 6250RS). 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.

October 16 2025

LCLM0388798

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 Columbia Senior Living Community for the establishment of a 76-bed assisted living facility with memory care units by letter dated October 13, 2025.

Signature: Paul Brothers   Date: 10-24-25

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   Date: 10/24/25

Notary Public

NICHOLE KRUGER
MY COMMISSION EXPIRES
3-8-2029
NOTARY SEAL
#13759308
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

County	Facility Name	Address	City	Zip	CON APPROVED	Licensed Beds			1st Q 2024 Occ	2nd Q 2024 Occ	3rd Q 2024 Occ	4th Q 2024 Occ	1st Q 2025 Occ	2nd Q 2025			Average Occupancy
Boone	Ashland Villa - Assisted Living By Americare	301 South Henry Clay Blvd	Ashland	65010	0	72	0	72	34.2%	34.6%	37.5%	33.0%	18.4%	6,529	1,870	28.6%	31.1%
Boone	Baptist Home at Ashland, The (CON App 3/1/21 & 7/24/23)	5751 Baptist Home Ave	Ashland	65010	40	0	0	0									
Boone	Bluegrass Terrace	102 Redtail Dr	Ashland	65010	0	0	16	16	68.8%	56.3%	56.3%	56.3%	56.3%	1,456	891	61.2%	59.2%
Boone	Bluff Creek Terrace - Assisted Living By Americare	3104 Bluff Creek Dr	Columbia	65201	0	48	0	48	57.2%	58.4%	60.2%	56.0%	55.6%				57.5%
Boone	Cedarhurst of Columbia	2333 Chapel Hill Road	Columbia	65203	0	127	0	127	0.7%	59.3%	61.0%	60.7%	63.6%	11,557	7,501	64.9%	51.7%
Boone	Colony Pointe - Assisted Living by Americare	1510 Chapel Hill Rd	Columbia	65203	0	59	0	59	74.0%	73.3%	66.9%	73.8%	73.0%	5,369	4,227	78.7%	73.3%
Boone	Harambee House, Inc	703 North Eighth St	Columbia	65201	0	0	15	15	96.0%	90.0%	93.4%	90.9%	97.3%	1,365	1,308	95.8%	93.9%
Boone	Hillcrest Residential Care, Inc (Closed 7/12/24)	9415 North Brown Station Rd	Columbia	65202	0	0	0	0	69.0%	69.5%							69.3%
Boone	Lake George Assisted Living (Beds CON Approved 7/29/24)	5000 E Richland Rd	Columbia	65201	10	10	0	10	100.0%	100.0%	100.0%	100.0%	100.0%	910	910	100.0%	100.0%
Boone	Lenoir Manor	3850 Cartwright Lane	Columbia	65201	0	92	0	92	98.7%	97.1%	97.8%	96.3%	96.1%	6,164	5,856	95.0%	96.8%
Boone	Majestic Residences at Old Hawthorne (CON App 5/24/21)	38.929970,-92.255040	Columbia	65201	36	0	0	0									
Boone	Mill Creek Village-Assisted Living by Americare	1990 W Southhampton Drive	Columbia	65203	0	59	0	59	97.2%	77.7%	82.4%	97.7%	87.6%	5,369	5,285	98.4%	90.3%
Boone	Westbury Senior Living, The	550 Stone Valley Parkway	Columbia	65203	0	72	0	72	95.0%	94.5%	96.2%	86.3%	91.3%	6,552	6,181	94.3%	92.8%
					86	539	31	570									
					CON Approved	ALF	RCF	Beds Available									74.7%
																	Average Occupancy

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

October 13, 2025

<u>Via USPS</u>
Ashland Villa- Assisted Living By Americare
Attn: Administrator
301 S Henry Clay Blvd
Ashland, MO
65010

Re: Columbia Senior Living Community – Project No. 6250 RS

To Whom it May Concern:

Please be advised that Columbia Senior Living Community, LLC will submit and/or has submitted a Certificate of Need application to develop and construct a 76-bed assisted living facility with memory care units at the corner of West Vawter School Road and Sout Scott Boulevard in Columbia, Missouri 65203.

Sincerely,

Paul E. Brothers

DIVIDER III

Service-Specific Criteria and Standards

Divider III: Service-Specific Criteria and Standards

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

N/A

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

The population and map data provided by the Department of Health and Senior Services indicated a population of 30,817 aged 65 and older within a 15-mile radius of Project #6250 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 570 licensed and available beds and an additional 86 CON approved beds within a 15-mile radius of Project #6250 RS. See Attachment 3-2.3. Based on this data, there is a 114-bed need.

Unmet Need = (2.5% x 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

Unmet Need = (0.025 x 30,817) – 656 = 114 beds

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

N/A

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

The standard 15-mile need analysis indicates a current need of 114 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 276 when adjusting for necessary factors.

Although the standard 15-mile need analysis indicates a need of 114 beds, it does not capture the full bed need in Boone County, where Project #6250 will be located. First, 31 of the 656 licensed and available beds in the 15-mile radius are located in residential care facilities (RCF). RCF facilities are increasingly serving different populations than those of ALFs and those on which the need analysis regulation is based. Specifically, RCFs are trending toward providing mental health services and many of their patients are younger than 65 years of age. Other factors, including building design and skilled staffing that cannot accommodate an aging population, contribute to RCF facilities serving younger populations. Thus, RCF beds are not realistically available for persons over 65 years of age, and when these beds are removed from the bed inventory, the actual bed need of the 15-mile radius increases to 145 beds.

Second, many of the licensed and available beds in the 15-mile radius are chronically underutilized and should be excluded from the bed inventory. The total occupancy rate across all facilities in the 15-mile radius over the past six quarters is only 74.7% (not including closed facilities). These chronically underused beds are represented by eight established ALFs that have an average occupancy rate of 60% or below over the last six quarters. When these approximately 131 chronically underused beds are excluded from the bed inventory, the actual bed need of the 15-mile radius increases further to a need of 276 beds.

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

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

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

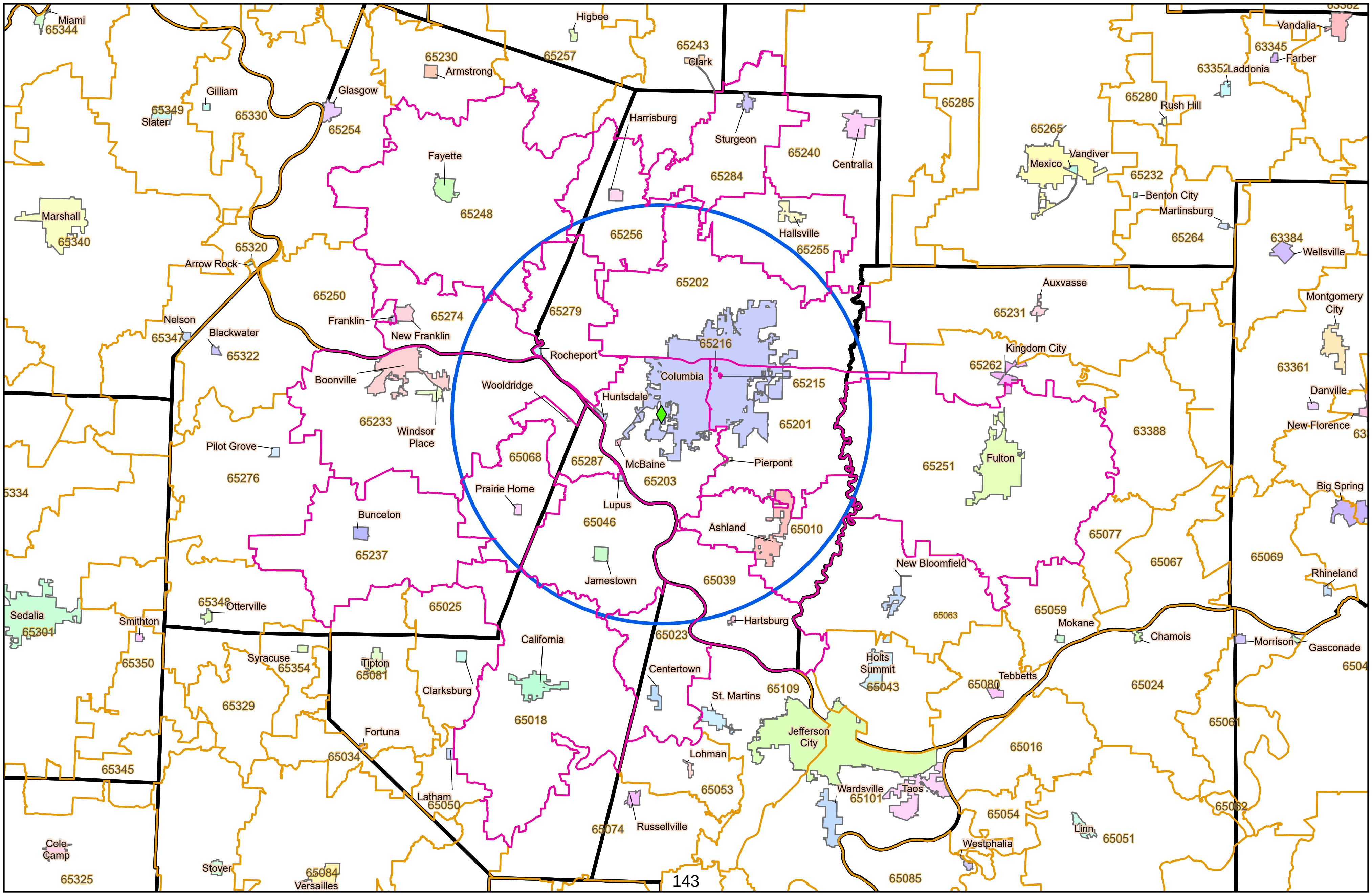
6. If the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain.

N/A

DIVIDER III Attachments

CON 15 Mile Radius

(Lat: 38.911660 & Long: -92.398977)



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	**POPULATION 65+**				**Project Number:**			**Project Address:**		**(39.911660, -92.398977)**					
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	65010	1,533	Ashland	854	95%	811	811	722	85%	613	95%	811	811	1,425
4							0						0		
5							0						0		
6	2	65018	1,588	California	911	100%	911	911	677	5%	34	0%	0	0	34
7							0						0		
8							0						0		
9	3	65023	515	Centertown	71	100%	71	86	429	20%	86	0%	0	0	86
10				St. Martins	292	5%	15					0%	0		
11							0						0		
12	4	65039	641	Hartsburg	40	100%	40	40	601	50%	301	0%	0	0	301
13							0						0		
14							0						0		
15	5	65046	273	Jamestown	62	100%	62	77	196	100%	196	100%	62	77	273
16				Lupus	15	100%	15					100%	15		
17							0						0		
18	6	65068	200	Prarie Home	83	100%	83	83	117	80%	94	100%	83	83	177
19							0						0		
20							0						0		
21	7	65201	6,573	Ashland	854	5%	43	7,277	-704	95%	-669	5%	43	7,277	6,608
22				Columbia	20,622	35%	7,218					35%	7,218		
23				Pierpont	28	60%	17					60%	17		
24	8	65202	7,742	Columbia	20,622	30%	6,187	6,187	1,555	95%	1,478	30%	6,187	6,187	7,664
25							0						0		
26							0						0		
27	9	65203	12,553	Columbia	20,622	35%	7,218	7,244	5,309	100%	5,309	35%	7,218	7,244	12,553
28				Huntsdale	11	100%	11					100%	11		
29				McBaine	4	100%	4					100%	4		
30				Pierpont	28	40%	11					40%	11		
31	10	65215	0	Columbia	20,622	0%	0	0	0	100%	0	0%	0	0	0
32							0						0		
33							0						0		
34	11	65216	0	Columbia	20,622	0%	0	0	0	100%	0	0%	0	0	0
35							0						0		
36							0						0		
37	12	65233	2,516	Boonville	1,590	100%	1,590	1,653	863	40%	345	0%	0	0	345
38				Windsor Place	63	100%	63					0%	0		
39							0						0		
40	13	65237	164	Bunceton	48	100%	48	48	116	0%	0	0%	0	0	0
41							0						0		
42							0						0		
43	14	65248	1,017	Fayette	429	100%	429	429	588	10%	59	0%	0	0	59
44							0						0		
45							0						0		
46	15	65251	4,391	Fulton	2,282	100%	2,282	2,282	2,109	10%	211	0%	0	0	211
47							0						0		
48							0	144					0		
49	16	65255	991	Hallsville	385	100%	385	385	606	45%	273	0%	0	0	273

	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**
50							0						0		
51							0						0		
52	17	65256	483	Harrisburg	47	100%	47	47	436	45%	196	0%	0	0	196
53							0						0		
54							0						0		
55	18	65274	425	New Franklin	284	100%	284	284	141	40%	56	0%	0	0	56
56							0						0		
57							0						0		
58	19	65279	497	Rocheport	79	100%	79	79	418	100%	418	100%	79	79	497
59							0						0		
60							0						0		
61	20	65284	540	Sturgeon	251	100%	251	251	289	5%	14	0%	0	0	14
62							0						0		
63							0						0		
64	21	65287	45	Wooldridge	8	100%	8	8	37	100%	37	100%	8	8	45
65							0						0		
66							0						0		
67							0						0		
68			**42,687**		**111,829**		**28,182**	**28,182**	**14,505**		**9,051**		**21,766**	**21,766**	**30,817**
69														Bed Need	770.425
70	Rev. 05/2013														

County	Facility Name	Address	City	Zip	CON APPROVED	Licensed Beds			1st Q 2024 Occ	2nd Q 2024 Occ	3rd Q 2024 Occ	4th Q 2024 Occ	1st Q 2025 Occ	2nd Q 2025			Average Occupancy
Boone	Ashland Villa - Assisted Living By Americare	301 South Henry Clay Blvd	Ashland	65010	0	72	0	72	34.2%	34.6%	37.5%	33.0%	18.4%	6,529	1,870	28.6%	31.1%
Boone	Baptist Home at Ashland, The (CON App 3/1/21 & 7/24/23)	5751 Baptist Home Ave	Ashland	65010	40	0	0	0									
Boone	Bluegrass Terrace	102 Redtail Dr	Ashland	65010	0	0	16	16	68.8%	56.3%	56.3%	56.3%	56.3%	1,456	891	61.2%	59.2%
Boone	Bluff Creek Terrace - Assisted Living By Americare	3104 Bluff Creek Dr	Columbia	65201	0	48	0	48	57.2%	58.4%	60.2%	56.0%	55.6%				57.5%
Boone	Cedarhurst of Columbia	2333 Chapel Hill Road	Columbia	65203	0	127	0	127	0.7%	59.3%	61.0%	60.7%	63.6%	11,557	7,501	64.9%	51.7%
Boone	Colony Pointe - Assisted Living by Americare	1510 Chapel Hill Rd	Columbia	65203	0	59	0	59	74.0%	73.3%	66.9%	73.8%	73.0%	5,369	4,227	78.7%	73.3%
Boone	Harambee House, Inc	703 North Eighth St	Columbia	65201	0	0	15	15	96.0%	90.0%	93.4%	90.9%	97.3%	1,365	1,308	95.8%	93.9%
Boone	Hillcrest Residential Care, Inc (Closed 7/12/24)	9415 North Brown Station Rd	Columbia	65202	0	0	0	0	69.0%	69.5%							69.3%
Boone	Lake George Assisted Living (Beds CON Approved 7/29/24)	5000 E Richland Rd	Columbia	65201	10	10	0	10	100.0%	100.0%	100.0%	100.0%	100.0%	910	910	100.0%	100.0%
Boone	Lenoir Manor	3850 Cartwright Lane	Columbia	65201	0	92	0	92	98.7%	97.1%	97.8%	96.3%	96.1%	6,164	5,856	95.0%	96.8%
Boone	Majestic Residences at Old Hawthorne (CON App 5/24/21)	38.929970,-92.255040	Columbia	65201	36	0	0	0									
Boone	Mill Creek Village-Assisted Living by Americare	1990 W Southhampton Drive	Columbia	65203	0	59	0	59	97.2%	77.7%	82.4%	97.7%	87.6%	5,369	5,285	98.4%	90.3%
Boone	Westbury Senior Living, The	550 Stone Valley Parkway	Columbia	65203	0	72	0	72	95.0%	94.5%	96.2%	86.3%	91.3%	6,552	6,181	94.3%	92.8%
					86	539	31	570									
					CON Approved	ALF	RCF	Beds Available									74.7%
																	Average Occupancy

DIVIDER IV

Financial Feasibility Review Criteria and Standards

Divider IV: Financial Feasibility Review Criteria and Standards

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

The new construction cost for Project #6250 RS is $14,126,705 for 57,384 sq. ft., or $246.18 per sq. ft. The projected cost is below the RS Means ¾ percentile for the Other Missouri Area of $258.88. 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 $52,303,790 available for this project via financing. See Attachment 4-2.1. Additionally, Mr. Patrick E. O'Reilly intends to provide additional capital of $13,077,698. Mr. O'Reilly's personal financial advisor has confirmed that he has adequate funds available. See Attachment 4-2.2.

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

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

4. Document how patient charges are derived.

Patient charges are derived from a combination of monthly flat fee rent for the selected apartment home plus separate care fees. The rent fee for assisted living units is projected to average $6,408 for studios, $7,961 for one-bedroom units, and $9,093 for two-bedroom units. Memory care suite rent is projected to average $7,937. Rent includes all meals, snacks, social events, scheduled transportation, 24-hour protective oversight, and basic medication management. Average care fees are estimated at $1,773 per month for assisted living and $2,409 for memory care. These fees include electronic fall-risk and vitals monitoring through Inspiren. Otherwise, the care charge estimates are based on a point-based care assessment. Each resident will receive a personalized care plan and will receive only care services needed and wanted.

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

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

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

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

N/A

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

N/A

DIVIDER IV Attachments

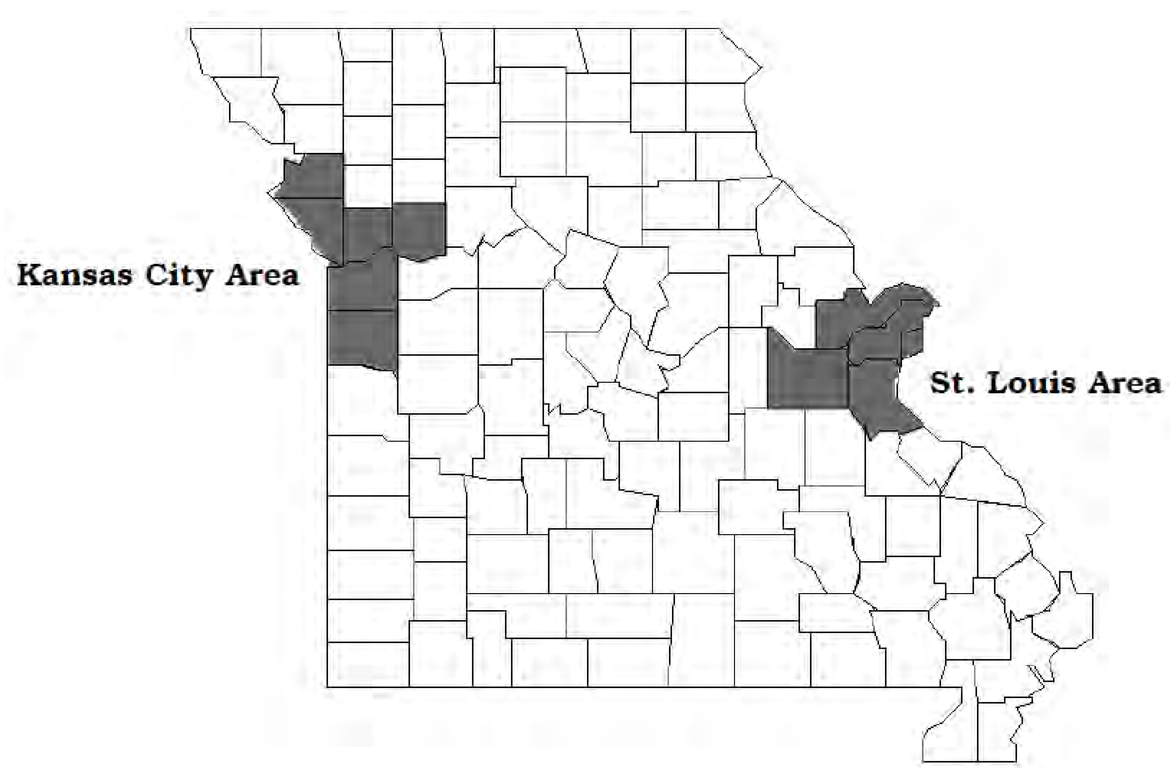
RS Means Cost Data

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

Source: 2025 RS Means Building Construction Cost Data

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

***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.**

MO 580-1866 Revised (03/2025)

Guaranty Bank

October 3, 2025

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

Re: Columbia Senior Living Community, LLC

Dear Cole,

Guaranty Bank is pleased to offer the following proposed terms for consideration on the financing of your Columbia project with the CON number of #6250 RS. Final approval is subject to finalization of plans, specs and costs for project and complete underwriting and approval by loan committee.

Borrower:	Columbia 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:	$52,303,790 (limited to lesser of 80% of cost or appraised value)
Collateral:	First Deed of Trust and Assignment of Rents; (Address to be determined), Columbia, 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

September 30, 2025

RE: CON: 6250 Columbia 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 $13,077,698 (Thirteen million seventy-seven thousand six hundred ninety-eight 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 Kline

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

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: Columbia Senior Living Community, **Project #:** 6250 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 2029	2030	2031
Amount of Utilization:*	6,271	18,104	25,339
Revenue:			
Average Charge**	$299	$310	$304
Gross Revenue	$1,874,892	$5,606,031	$7,711,400
Revenue Deductions	230,000	154,100	103,250
Operating Revenue	1,644,892	5,451,931	7,608,150
Other Revenue	10,789	22,682	26,813
TOTAL REVENUE	**$1,655,681**	**$5,474,613**	**$7,634,963**
Expenses:			
Direct Expenses			
Salaries	2,087,930	2,995,009	3,143,236
Fees	304,009	309,087	280,788
Supplies	164,541	309,239	362,978
Other	1,227,938	1,685,497	1,763,295
TOTAL DIRECT	$3,784,418	$5,298,832	$5,550,297
Indirect Expenses			
Depreciation	529,059	529,059	529,059
Interest***	812,092	802,120	791,532
Rent/Lease	0	0	0
Overhead****	5,062	6,542	7,009
TOTAL INDIRECT	$1,346,213	$1,337,721	$1,327,600
TOTAL EXPENSES	**$5,130,631**	**$6,636,553**	**$6,877,897**
NET INCOME (LOSS):	**-$3,474,950**	**-$1,161,940**	**$757,066**

*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.

MO 580-1865 (08/06)

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: Columbia Senior Living Community, L **Project #:** 6250 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 2032	Year 2033	Year 2034
Amount of Utilization:*	25,868	25,798	25,798
Revenue:			
Average Charge**	$310	$320	$329
Gross Revenue	$8,019,915	$8,256,493	$8,498,216
Revenue Deductions	69,175	0	0
Operating Revenue	7,950,740	8,256,493	8,498,216
Other Revenue	27,780	28,666	29,552
TOTAL REVENUE	**$7,978,520**	**$8,285,159**	**$8,527,768**
Expenses:			
Direct Expenses			
Salaries	3,222,250	3,294,239	3,374,752
Fees	265,370	257,791	262,783
Supplies	353,331	345,555	346,956
Other	1,816,259	1,872,393	1,930,624
TOTAL DIRECT	$5,657,210	$5,769,978	$5,915,115
Indirect Expenses			
Depreciation	529,059	529,059	529,059
Interest***	780,292	768,358	755,687
Rent/Lease	0	0	0
Overhead****	7,477	7,944	8,411
TOTAL INDIRECT	$1,316,828	$1,305,361	$1,293,157
TOTAL EXPENSES	**$6,974,038**	**$7,075,339**	**$7,208,272**
NET INCOME (LOSS):	**$1,004,482**	**$1,209,820**	**$1,319,496**

*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.

MO 580-1865 (08/06)