

## PURCHASE AGREEMENT

DATED: Dated to be effective as of \_\_\_\_\_, 2024 (the "Effective Date").

PARTIES: This Purchase Agreement is between PLATTE COUNTY R-III SCHOOL DISTRICT, as "Seller", and PC MEDICAL PARTNERS, LLC, or its assigns, as "Buyer". Seller and Buyer are each referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, as of the Effective Date, Seller is the fee simple title owner of that certain real property consisting of approximately 14.76 acres in Platte City, Platte County, Missouri, as depicted on **Exhibit A-1**, and legally described on **Exhibit A-2** attached hereto (the "Total Property"); and

WHEREAS, Seller desires to sell to Buyer a portion of the Total Property consisting of approximately 2.5 acres of land (108,900 sqft.), final parcel size and legal description to be determined by the Survey (as defined herein), and the improvements situated thereon, generally located south of Kentucky Avenue in Platte City, Missouri, as depicted on **Exhibit B** attached hereto (the "Property"), and Buyer desires to purchase, from Seller, the Property all as more particularly set forth in this Purchase Agreement (the "Agreement").

NOW THEREFORE, in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer (the "Parties" or a "Party") hereby agree as follows:

1. INCORPORATION OF RECITALS. All of the foregoing recitals are hereby incorporated as agreements of the Parties.

2. BINDING AGREEMENT. This Agreement constitutes a binding agreement between Seller and Buyer for the sale and purchase of the Property subject to the terms set forth in this Agreement. Subject to the limitations set forth in this Agreement, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. This Agreement supersedes all other written or verbal agreements between the Parties concerning any transaction embodied in this Agreement. No claim of waiver or modification concerning the provision of this Agreement shall be made against a Party unless based upon a written instrument signed by such Party.

3. INCLUSIONS IN PROPERTY. The term "Property" shall also include all of Seller's right, title and interest in and to all easements, rights-of-way, licenses, interests, tenements, hereditaments and rights and appurtenances pertaining to the real property constituting the Property.

4. PURCHASE PRICE. The price to be paid by Buyer to Seller for the Property is **Seven Hundred Sixty-Two Thousand Three Hundred and 00/100 Dollars** (\$7.00 per square foot) (**\$762,300.00**) (the "Purchase Price"), such Purchase Price to be adjusted by the final parcel size of the Property as determined by the Survey (as defined herein) and payable as follows:

(a) **Twenty Thousand and 00/100 Dollars (\$20,000.00)** earnest money (the "Earnest Money Deposit") to be deposited by Buyer in escrow with **Chicago Title Insurance Company**, 6700 College Blvd., Suite 300, Overland Park, KS 66211, Attention: Randi Canon ("Escrow Agent") within three

(3) business days of the Effective Date, along with a fully-executed original of this Agreement (said receipt by Escrow Agent of both a fully-executed copy of this Agreement and the Earnest Money Deposit, the “Opening of Escrow”), which Earnest Money Deposit is to be held by Escrow Agent until released to Seller or Buyer as provided herein or paid to Seller at the close of escrow (“COE”); and

(b) Seller acknowledges that One Hundred Dollars (\$100.00) of the Earnest Money Deposit (the “Independent Consideration”) is an amount the Parties bargained for and agreed to as consideration for Buyer’s right to inspect and purchase the Property pursuant to this Agreement and for Seller’s execution, delivery and performance of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the Independent Consideration shall be paid to Seller at Closing or upon any termination of this Agreement.

(c) The balance of the Purchase Price due, **Seven Hundred Forty-Two Thousand Three Hundred and 00/100 Dollars (\$742,300.00)** in additional cash, or other immediately available funds (as may be increased or decreased by such sums as are required to take into account any prorations, credits, or other adjustments required by this Agreement), to be deposited in escrow with Escrow Agent on or before COE, which sum is to be held by Escrow Agent until cancellation of this Agreement as provided herein or paid to Seller at COE.

5. DISPOSITION OF EARNEST MONEY DEPOSIT. Seller and Buyer hereby instruct Escrow Agent to place the Earnest Money Deposit in an account on behalf of Seller and Buyer. The Earnest Money Deposit shall be applied as follows:

(a) if Buyer timely cancels this Agreement as Buyer is so entitled to do as expressly provided herein, the Earnest Money Deposit shall be paid immediately to Buyer;

(b) if the Earnest Money Deposit is forfeited by Buyer pursuant to Section 20(b) of this Agreement, such Earnest Money Deposit shall be paid to Seller as Seller’s agreed and total liquidated damages, it being acknowledged and agreed that it would be difficult or impossible to determine Seller’s exact damages; and

(c) if escrow closes, the Earnest Money Deposit shall be credited to Buyer, automatically applied against the Purchase Price and paid to Seller at COE.

6. TITLE REPORT; REVIEW PERIOD; ENTITLEMENT PERIOD.

(a) Preliminary Report. Within ten (10) days after the Effective Date: (i) Seller shall deliver to Buyer a current Preliminary Title Report together with legible copies of all documents identified in Part Two of Schedule B of the Report (the “Report”) for an ALTA extended coverage title insurance policy (the “Owner’s Policy”) on the Property to Buyer and Seller. The Report shall show the status of title to the Property as of the date of the Report and shall also describe the requirements of Escrow Agent for the issuance of the Owner’s Policy as described herein. The cost of the Owner’s Policy shall be paid by the Seller; provided, however, that any additional costs for an extended coverage policy, endorsements thereto, or any lender’s title policy shall be paid by Buyer. In the event that the Report is not received by Buyer on or before the tenth (10th) day following the Effective Date, the Inspection Period (defined in Section 7, below), shall be extended by one day for each day the Report remains delinquent.

(b) Title Review. The Report shall be updated upon completion of the Survey (as defined in Section 9 below). If Buyer is dissatisfied with any exception to title as shown in the Report, the Survey, and/or any matter disclosed by any survey delivered to Buyer as part of Seller’s Diligence Materials (collectively, the “Objectionable Matters”), then Buyer may object to such Objectionable Matters by giving

written notice thereof to Escrow Agent on or before the expiration of the Inspection Period (as defined in Section 7(a) below). Seller shall notify Buyer in writing within five (5) days after receiving Buyer's written notice of disapproval or objection if Seller intends to remove (or cause the Escrow Agent to endorse over to Buyer's satisfaction) or otherwise cure any such additional Objectionable Matters. Items not objected to in a timely manner shall be deemed "Permitted Exceptions" (defined hereafter). In the event Seller is unable or unwilling to agree to cure or remove such objections to Buyer's reasonable satisfaction within such five (5) days of the receipt of Buyer's written objections, Buyer may, at its option, terminate this Agreement by providing written notice to Seller within five (5) days after the earlier of receipt of Seller's notice or expiration of such 5-day period and receive a full refund of the Earnest Money Deposit, or waive its objections and proceed to COE. If Buyer fails to terminate this Agreement within such 5-day period, Buyer will be deemed to have waived any such uncured objections. Those matters approved or waived by Buyer shall be considered the "Permitted Exceptions". Notwithstanding any other provision of this Agreement that may be construed to the contrary, Seller shall, on or before the COE: (i) Pay and satisfy, and cause the Owner's Policy to be issued without exception for, any mortgages and other security instruments signed by Seller or an affiliate of Seller or recorded against the Property with the Seller's approval; and (ii) cause the Owner's Policy to be issued without exception for any mechanics' liens and judgment liens (other than those created by, through or under Buyer).

(c) Government Approvals. During the Inspection Period, Buyer shall be permitted to file applications for or otherwise obtain such rezonings, special use permits, variances, certificates of need, development plans and plats, easements, incentives or other approvals of governmental authorities or public utilities as Buyer may deem necessary for Buyer's intended use of the Property (collectively, the "Approvals"), and Seller agrees to reasonably cooperate in and not oppose such applications at no cost to Seller. Notwithstanding the foregoing, no Approvals shall be binding on Seller or the Property prior to Closing without the prior written consent of Seller. If Buyer should have failed to obtain any Government Approvals prior to the end of the Inspection Period, or if Buyer determines prior to the end of the Inspection Period, in its sole and absolute opinion, that any Approvals obtained are not sufficient for Buyer's intended use of the Property, then Buyer shall have the right to terminate this Agreement by giving written notice to Seller on or before the expiration of the Inspection Period. In the event Buyer chooses to terminate this Agreement pursuant to this Section 6(c), the Earnest Money Deposit shall be returned to Buyer and neither Party shall have any further obligations hereunder excepting those obligations that expressly survive the termination of this Agreement. If Buyer does not terminate this Agreement prior to the end of the Inspection Period, then Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 6(c).

## 7. BUYER'S INSPECTION PERIOD.

(a) The Inspection Period. Buyer shall have one hundred twenty (120) days after the Effective Date, subject to extensions set forth herein (the "Inspection Period") within which to conduct and approve any investigations, studies or tests deemed necessary by Buyer, in Buyer's sole discretion and at Buyer's sole cost, to determine the feasibility of acquiring the Property, including, without limitation, Buyer's right to: (i) review and approve the Report, (ii) obtain, review and approve an environmental study and a structural study of the Property, (iii) to conduct inspections and obtain the Survey (as defined in Section 9, herein), (iv) to determine ADA and code requirements for building permits and code compliance, and (v) to perform such other due diligence as Buyer deems necessary in Buyer's sole discretion (collectively, "Buyer's Diligence"). Buyer may, at its option, terminate this Agreement by written notice to Seller, for any reason or no reason in Buyer's sole and absolute discretion at any time prior to expiration of the Inspection Period. Upon delivery of such termination notice, Buyer shall immediately receive return of its Earnest Money Deposit and thereafter the Parties shall have no further obligation to each other hereunder. In the event Buyer does not terminate this Agreement in writing prior to expiration of the Inspection Period, the Earnest Money Deposit shall be non-refundable and applied to the Purchase Price at

Closing as described herein or paid to Seller as provided in Section 5 (except in the event of a default hereunder by Seller, a failure of any of Buyer's conditions precedent pursuant to Section 12 hereof, or in the event of a casualty or condemnation pursuant to Section 19 hereof), and the Parties shall proceed to COE. Notwithstanding anything herein to the contrary, Buyer, in its sole discretion, may at any time during the Inspection Period waive the Inspection Period and proceed to COE.

(b) Extension Option. Buyer may, upon written notice to Seller extend the Inspection Period for thirty (30) days by delivering to the Escrow Agent a non-refundable (except in the event of a default hereunder by Seller, a failure of any of Buyer's conditions precedent pursuant to Section 12 hereof, or in the event of a casualty or condemnation pursuant to Section 19 hereof) extension fee in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Extension Fee") for such extension period. The Extension Fee shall be delivered to the Escrow Agent prior to the expiration of the Inspection Period, at which time the Earnest Money Deposit (along with the Extension Fee) shall become non-refundable to Buyer (except in the event of a default hereunder by Seller, a failure of any of Buyer's conditions precedent pursuant to Section 12 hereof, or in the event of a casualty or condemnation pursuant to Section 19 hereof). The Extension Fee shall, upon deposit, become part of the Earnest Money Deposit.

(c) Right of Entry. Seller hereby grants to Buyer and Buyer's agents, employees and contractors the right to enter upon the Property during normal business hours prior to COE, to conduct Buyer's Diligence at Buyer's sole cost and expense. In consideration therefor, Buyer shall and does hereby agree to indemnify and hold Seller harmless from and against any and all claims for expenses, costs, losses, liabilities and/or damages asserted against Seller, including, but not limited to, court costs and reasonable attorneys' fees, which may be incurred by Seller as a result of Buyer's Diligence provided, however, that the foregoing indemnity and hold harmless obligations of Buyer shall not apply to any claims, damages, liabilities, suits, costs and expenses (including attorneys' fees and costs) relating to any pre-existing condition on or affecting the Property, or to any event, condition or circumstance arising directly from Seller's acts or omissions. Buyer's indemnity and hold harmless obligation shall survive cancellation of this Agreement or COE. Buyer shall promptly repair any damage to the Property caused by Buyer's Diligence and following Buyer's diligence, shall restore the Property to its condition existing prior to Buyer's entry on the Property. Buyer shall provide Seller 48 hours' notice before entering the Property pursuant to this Section and must obtain Seller's permission prior to entering the Property, such permission not to be unreasonable withheld.

8. DELIVERY OF SELLER'S DILIGENCE MATERIALS. Seller shall deliver, on the Effective Date, all documentation in Seller's possession relating to the Property, including but not limited to any documentation from third party consultants relating to inspections, shopping center agreements, events of default, etc., property status reports, property management contracts/service agreements; warranties still in effect, environmental reports, copies of building plans, existing surveys, existing title policies and all exception documents, plats, engineering data; and letters of non-compliance, or any violations or delinquency relating to the subject property (if any) from the City of Platte City, Missouri, and any third party contracts related to the Property (collectively, the "Seller's Diligence Materials"), all at no cost to Buyer. If this Agreement is canceled for any reason except Seller's willful default, Buyer agrees to promptly return the Seller's Diligence Materials to Seller. For the avoidance of doubt, Seller's Diligence Materials shall not include copies of any correspondence, any attorney-client privileged documents or communications or any previous purchase or sale contracts and related documentation. Buyer shall hold all Seller's Diligence Materials in confidence and shall not disclose any information contained in the Seller's Diligence Materials to any party other than those employees, attorneys, lenders, or agents reasonably necessary to complete Buyer's inspections. If Seller is delinquent in delivering the Seller's Diligence Materials, the Inspection Period shall be extended by the number of days that had lapsed due to the untimely delivery of said items.

9. THE SURVEY. During the Inspection Period, Buyer may at its sole cost and expense obtain and deliver to Seller and Escrow Agent an ALTA survey from a surveyor licensed in the State of Missouri (the “Survey”). The Survey shall be completed and delivered to Escrow Agent, Seller and Buyer within a commercially reasonable time thereafter. The Survey shall include the legal description and boundaries of the Property and all easements, encroachments and improvements described in the Title Commitment. The Survey shall be certified to Buyer, Buyer’s lender, Seller and the Escrow Agent.

10. IRS SECTION 1445. At COE Seller will provide a sworn affidavit (the “Non-Foreign Affidavit”) stating under penalty of perjury that Seller is not a “foreign person” as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended (the “Tax Code”).

11. DELIVERY OF POSSESSION. Seller shall convey good and marketable fee simple title of the Property to Buyer and shall deliver possession of the Property to Buyer at COE subject only to the Permitted Exceptions.

12. BUYER’S CONDITIONS PRECEDENT. In addition to all other conditions precedent set forth in this Agreement, Buyer’s obligations to perform under this Agreement and to close escrow are expressly subject to the following:

(a) The issuance of the Owner’s Policy (or a written commitment therefor) in the amount of the Purchase Price showing title to the Property vested in Buyer as of the COE, subject only to the Permitted Exceptions.

(b) All of Seller’s representations and warranties shall have been true and correct in all material respects as of the Effective Date and as of the COE.

(c) Buyer’s receipt of the Approvals.

(d) Seller shall have timely and in all material respects performed all of Seller’s covenants set forth in this Agreement.

If the foregoing conditions have not been satisfied by the specified date or COE as the case may be, then Buyer shall have the right, at Buyer’s sole option, by giving written notice to Seller and Escrow Agent, to (i) pursue its remedies under Section 20(a) of this Agreement, (ii) postpone the Closing Date for not more than ten (10) business days, or (iii) waive such condition and proceed with the COE. Upon receipt of written notice of Buyer’s election to postpone the Closing Date, Seller shall have ten (10) business days to resolve such matter(s) described in the Buyer’s written notice to Buyer’s reasonable satisfaction. If Seller resolves such matter(s) within such ten (10) business day period, then the Parties shall proceed with the COE and the Closing Date shall then be five (5) business days after the resolution of such matter(s). If Seller is unable to resolve such matter(s) within such ten (10) business day period, then unless Buyer thereafter elects by written notice to waive the outstanding condition(s) and proceed with the COE, Buyer’s remedies shall be limited to those set forth in Section 20(a) of this Agreement.

13. SELLER’S REPRESENTATIONS WARRANTIES AND COVENANTS.

(a) Seller hereby represents and warrants to Buyer as of the Effective Date and again as of COE that:

(i) to Seller’s knowledge, there are no unrecorded leases, liens or encumbrances which may affect title to the Property, and as otherwise disclosed in the Report;

(ii) Seller has not received written notice of violation and, to Seller's knowledge, no notice of violation has been issued or threatened, with regard to any applicable regulation, ordinance, requirement, covenant, condition or restriction relating to the present use or occupancy of the Property by any person, authority or agency having jurisdiction;

(iii) to Seller's knowledge, there is no impending or contemplated condemnation or taking by inverse condemnation of the Property, or any portion thereof, by any governmental authorities;

(iv) to Seller's knowledge, there are no suits or claims pending or threatened with respect to or in any manner affecting the Property;

(v) Seller has full power and authority to execute, deliver and perform under this Agreement. This Agreement and the consummation of the transactions contemplated hereby (a) have been duly authorized by all necessary action on the part of Seller and (b) do not and will not contravene any provision of Seller's organizational or trust documents or of any contract or agreement that is binding on Seller or the Property. There are no consents required from any governmental or public authority or from any other person in order for Seller to execute and deliver, and to perform Seller's obligations under this Agreement.

(vi) no consent of any third party is required in order for Seller to enter into this Agreement and perform Seller's obligations hereunder;

(vii) Seller has no knowledge of any violation of Environmental Laws related to the Property or the presence or release (other than as permitted by law) of Hazardous Materials on or from the Property ("Environmental Reports"). No part of the Property has been previously used by Seller, or, to Seller's knowledge, by any other person or entity, for the storage, manufacture or disposal of Hazardous Materials in violation of Environmental Laws, except as may be disclosed in the Environmental Reports. Except as set forth in the Environmental Reports, there are, to Seller's knowledge, no underground storage tanks of any nature located on any portion of the Property. As used herein, "Environmental Laws" means, collectively, 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 date of this Agreement together with their implementing regulations and guidelines as of the date of this Agreement, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above. As used herein, "Hazardous Materials" means any substance which is designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect as of the date of this Agreement, (ii) petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) friable asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials;

(viii) Seller is not a person or entity (such person or entity is referred to as a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under the requirements of Executive Order No. 133224, 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"), including, without limitation, by reason of the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/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. Seller is not engaged in any dealings or transactions with any Prohibited Person;

(ix) Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally;

(x) To Seller's knowledge, except as disclosed by the Report, there is no right, title, interest or claim by a third party to ownership, right of possession, option to purchase, right of first refusal, lease, adverse possession, encroachment, boundary dispute, or claim of equitable ownership, concerning the Property. Seller is not a party to any agreement affecting the Property, including without limitation, maintenance or other service or license agreement, that will be binding on Buyer at or after closing. Seller shall not enter into any such agreement without Buyer's prior written consent which may be withheld in Buyer's sole discretion; and

(xi) The Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property.

(b) Further, Seller hereby covenants to Buyer as of the Effective Date that:

(i) between the Effective Date and COE or any earlier termination of this Agreement, Seller shall not encumber or permit the encumbrance of the Property in any way, or execute or enter into any lease or contract, or any amendment thereto, with respect to the Property;

(ii) should Seller receive actual notice or actual knowledge of any information regarding any of the matters set forth in this Section 13 (or of any litigation, claim or proceeding pending or threatened against Seller or any portion of the Property) after the Effective Date and prior to COE, Seller will promptly notify Buyer of the same in writing;

(iii) Seller shall maintain the Property in substantially the same condition as existed on the Effective Date, subject to reasonable wear and any Risk of Loss Event (as defined below), or other causes or events beyond the reasonable control of Seller;

(iv) Seller shall manage or cause the Property to be managed in substantial accordance with Seller's historic practices and all applicable laws; and

(v) maintain Seller's existing or comparable insurance coverages with respect to the Property.

All representations, warranties and covenants made in this Agreement by Seller shall survive the execution and delivery of this Agreement and COE for a period of twelve (12) months after COE. To the extent permitted by applicable law, Seller shall indemnify against and hold Buyer harmless from any loss, damage, liability and expense, together with all court costs and attorneys' fees, if awarded by a court of law, which Buyer may incur, by reason of any material breach of any of Seller's warranties or covenants. Seller's indemnity and hold harmless obligations shall survive COE for a period of twelve (12) months after COE.

#### 14. BUYER'S REPRESENTATIONS WARRANTIES AND COVENANTS.

(a) Buyer hereby represents and warrants to Seller as of the Effective Date and again as of COE that:

(i) Buyer has full power and authority to execute, deliver and perform under this Agreement. This Agreement and the consummation of the transactions contemplated hereby (a) have been duly authorized by all necessary action on the part of Buyer and (b) do not and will not contravene any provision of Buyer's organizational documents or of any contract or agreement that is binding on Buyer. There are no consents required from any governmental or public authority or from any other person in order for Buyer to execute and deliver, and to perform Buyer's obligations under this Agreement. Buyer has duly executed and delivered this Agreement;

(ii) there are no actions or proceedings pending or to Buyer's knowledge, threatened against Buyer which may in any manner whatsoever affect the validity or enforceability of this Agreement or any of the documents; and

(iii) the execution, delivery and performance of this Agreement and the Transfer Documents, have not and will not constitute a breach or default under any other agreement, law or court order under which Buyer is a party or may be bound.

(b) Further, Buyer hereby covenants to Seller as of the Effective Date that should Buyer receive notice or knowledge of any information regarding any of the matters set forth in this Section 14 after the Effective Date and prior to COE, Buyer will promptly notify Seller of the same in writing.

All representations, warranties and covenants made in this Agreement by Buyer shall survive the execution and delivery of this Agreement and COE for a period of twelve (12) months after COE. Buyer shall and does hereby indemnify against and hold Seller harmless from any loss, damage, liability and expense, together with all court costs and attorneys' fees, if awarded by a court of law, which Seller may incur, by reason of any material breach of any of Buyer's warranties or covenants. Buyer's indemnity and hold harmless obligations shall survive COE for a period of twelve (12) months after COE.

15. RESERVED.

16. BROKER'S COMMISSION. Concerning any brokerage commission, the Parties agree as follows:

(a) The Parties warrant to one another that they have not dealt with any finder, broker or realtor in connection with this Agreement other than [REDACTED], as representative of Seller ("Seller's Broker");

(b) If this transaction closes, at COE, Seller shall pay Seller's Broker ("Seller's Broker Commission") an amount agreed upon pursuant to a separate agreement; and

(c) If any person shall assert a claim to a finder's fee or brokerage commission on account of alleged employment as a finder or broker in connection with this Agreement, other than as set forth in Section 16(a)-(b), above, to the extent permitted by law, the Party under whom the finder or broker is claiming shall indemnify and hold the other Party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. The provisions of this subsection shall survive termination of this Agreement, and the COE.



17. CLOSE OF ESCROW. COE shall occur on the thirtieth (30th) day following the expiration of the Inspection Period (or any extension thereto) or prior thereto in the event Buyer provides written notice to Seller of its intent to waive the Inspection Period and proceed to COE (the "Closing Date"). At Closing:

(a) Seller shall deliver to Buyer the following:

(i) A special warranty deed duly executed and acknowledged by Seller, conveying marketable and insurable fee simple title to Buyer subject only to the Permitted Exceptions in the form attached hereto as **Exhibit C** (the "Deed");

(ii) A standard Owner's Affidavit (or any other reasonable document or security) required by the Title Company (including any reasonable document or security required by the Title Company to issue the Title Policy without a mechanic's lien exception other than mechanic's liens created by, through or under Buyer);

(iii) The Non-Foreign Affidavit;

(iv) Evidence reasonably acceptable to the Title Company authorizing the consummation of the contemplated transaction by Seller and the execution and delivery on behalf of the Seller any Closing Documents, the authority of Seller to execute and deliver such Closing Documents, and the valid execution of such Closing Documents on behalf of Seller; and

(v) Any other documents reasonably required by Title Company to facilitate the Closing.

(b) Buyer shall deliver to Seller the following:

(i) Funds payable to the Title Company, via federal wire transfer, representing the cash payment due in accordance with Section 2 hereof, less the Earnest Money Deposit and such credits to which Buyer is entitled hereunder as set forth on the Closing Statement;

(ii) Evidence reasonably acceptable to the Title Company authorizing the consummation of the contemplated transaction by Buyer and the execution and delivery on behalf of the Buyer any Closing Documents, the authority of Buyer to execute and deliver such Closing Documents, and the valid execution of such Closing Documents on behalf of Buyer; and

(iii) Any other documents reasonably required by Title Company to facilitate the Closing.

18. ASSIGNMENT. This Agreement may not be assigned by Buyer without the prior written consent of Seller, which consent shall not be unreasonably withheld, *except that* Buyer may assign its rights under this Agreement, in whole or in part, to an affiliate of Buyer or an entity controlling, controlled by, or under common control or as a tenant in common with Buyer, without seeking or obtaining Seller's consent, and provided that a copy of such assignment is delivered to Seller prior to the COE. Such assignment shall become effective when the assignee executes and delivers to Seller an instrument whereby such assignee expressly assumes each of the obligations of Buyer under this Agreement.

19. RISK OF LOSS. Seller shall bear all risk of loss resulting from or related to damage of or to the Property or any part thereof which may occur prior to COE. Seller shall also bear all risk of loss resulting from or related to a taking or condemnation of the Property or any part thereof prior to COE (any

such damage, taking or condemnation event a “Risk of Loss Event”). In the event of any Risk of Loss Event prior to COE, Buyer may, at Buyer’s sole option, by written notice to Seller and Escrow Agent, cancel this Agreement whereupon the Earnest Money Deposit shall be paid immediately by Escrow Agent to Buyer and, except as otherwise provided in this Agreement, neither of the Parties shall have any further liability or obligation hereunder. In the alternative, Buyer may attempt to negotiate an appropriate downward adjustment of the Purchase Price. In such event, Buyer and Seller shall negotiate in good faith. If Seller and Buyer cannot agree upon such a downward adjustment within a reasonable period (not to exceed ten (10) business days from the date Buyer receives notice of the loss) Buyer may cancel this Agreement as provided above. In the event of any Risk of Loss Event which does not result in a termination of this Agreement, Seller shall at COE and as a condition precedent thereto, pay Buyer or credit Buyer against the Purchase Price the amount of any insurance or condemnation proceeds received by Seller on or prior to the COE, or assign to Buyer, as of COE, all rights or claims for relief to the same (to the extent yet to be received by Seller), and credit to Buyer an amount equal to the deductible (if any) under the insurance policy.

## 20. REMEDIES.

(a) Seller’s Breach. If Seller breaches this Agreement and fails to cure such breach or breaches within ten (10) business days after receipt of notice thereof from Buyer, including, without limitation, a breach of any representation or warranty of Seller set forth herein, Buyer may, at Buyer’s sole option, either: (i) by written notice to Seller and Escrow Agent, cancel this Agreement whereupon the Earnest Money Deposit shall be paid immediately by Escrow Agent to Buyer and, except as otherwise provided in this Agreement, neither of the Parties shall have any further liability or obligation hereunder; provided however that in addition to the return of the Earnest Money Deposit, Seller shall promptly upon demand, pay to Buyer an amount equal to all out of pocket costs or expenses incurred or paid by Buyer in connection with the transaction contemplated by this Agreement as supported by reasonable documentation delivered by Buyer to Seller (including without limitation, due diligence costs, financing fees and costs, and reasonable attorneys’ fees) up to a maximum aggregate amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) (the “Cost Reimbursement Obligation”); (ii) extend the date scheduled for COE for such reasonable period of time as may be required to permit Seller to cure or remedy such breach (provided such period of time shall not exceed sixty (60) days unless such greater period of time is agreed to in writing by Seller); or (iii) seek specific performance against Seller. Seller’s liability for the Cost Reimbursement Obligation shall survive any termination of this Agreement pursuant to this Section 20(a) for a period of twelve (12) months; provided, however, that such 12-month survival period shall be tolled to the extent that prior to the expiration of such 12-month period, Buyer notifies Seller of Seller’s failure to satisfy the Cost Reimbursement Obligation. Notwithstanding the foregoing, nothing in this Section 20(a) shall limit or adversely affect Buyer’s rights and remedies under Section 21 of this Agreement.

(b) Buyer’s Breach. If Buyer fails to cure any breach or breaches of this Agreement within five (5) business days after receipt of notice thereof from Seller, and provided that the COE does not occur as a result of such failure, then Seller shall be entitled to retain the Earnest Money Deposit, if any, as Seller’s agreed and total liquidated damages. Alternatively, Seller may pursue any other remedies available to it at law. In consideration of its right to keep the Earnest Money Deposit, if any, pursuant this Section 20(b), Seller irrevocably waives the remedy of specific performance.

(c) Consequential Damages. The Parties hereby waive and release each other from any claim or liability for incidental or consequential damages arising from any breach of such Party’s obligations under this Agreement. For the avoidance of doubt, the foregoing shall not limit any rights of either Party with respect to any indemnification or defense obligations hereunder.

21. ATTORNEYS' FEES. If there is any litigation to enforce any provisions or rights arising under this Agreement, the unsuccessful party in such litigation agrees to pay the successful party all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the successful party. For purposes of this Section 21, a party will be considered to be the "successful party" if (a) such party initiated the litigation and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial, or alternative dispute resolution process), (b) such party did not initiate the litigation and either (i) received a judgment in its favor, or (ii) did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought, or (c) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking. This Section 21 shall survive any termination of this Agreement, and the COE for a period of twelve (12) months after COE; provided, however, that such 12-month survival period shall be tolled to the extent that prior to the expiration of such 12-month period, litigation is filed by Buyer or Seller against the other.

22. NOTICES.

(a) Addresses. Except as otherwise required by law, any notice required or permitted hereunder shall be in writing and shall be given by personal delivery, e-mail, or any express or overnight delivery service (e.g., Federal Express), delivery charges prepaid, addressed to the Parties at the addresses set forth below, or at such other address as a Party may designate in writing pursuant hereto:

If to Buyer:

PC Medical Partners, LLC  
Attn: Blake Peterson  
3107 Frederick Ave, Ste B  
St. Joseph, MO 64506  
Email: [bpeterson@osmcortho.com](mailto:bpeterson@osmcortho.com)

with a copy to:

Danielle Wallace  
Kennyhertz Perry, LLC  
2000 Shawnee Mission Parkway, Suite 210  
Mission Woods, KS 66205  
Email: [danielle.wallace@kennyhertzperry.com](mailto:danielle.wallace@kennyhertzperry.com)

If to Seller:

With a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

(b) Effective Date of Notices. Notice shall be deemed to have been given: (i) on the date on which notice is delivered, if notice is given by personal delivery, (ii) on the date following the date of deposit if deposited with the overnight carrier, and (iii) on the date notice is given by e-mail if such notice is addressed to the e-mail address provided in this Agreement by the party receiving such notice. If escrow has opened, a copy of any notice given to a Party shall also be given to Escrow Agent by regular U.S. Mail or by any other method provided for herein.

23. CLOSING COSTS.

(a) Closing Costs. At COE, Seller shall pay (i) one-half the fees and costs due Escrow Agent for its services, including transfer fees and document stamps related to this transaction, (ii) fees for the issuance of an Owner's Title Policy, (iii) Seller's Brokerage Commission, and (iv) all other costs to be paid by Seller under this Agreement. At COE, Buyer shall pay (i) one-half the fees and costs due Escrow Agent for its services, including transfer fees and document stamps related to this transaction, (ii) recording fees, (iii) fees for any environmental report(s) obtained by Buyer, (iv) fees for any lender's policy and/or title policy endorsements, (v) the cost of the Survey, and (vi) all other costs to be paid by Buyer under this Agreement. Except as otherwise provided for in this Agreement, Seller and Buyer will each be solely responsible for and bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors incurred at any time in connection with pursuing or consummating the transaction contemplated herein. Any other closing costs not specifically designated as the responsibility of either Party in this Agreement shall be paid by Seller and Buyer according to the usual and customary allocation of the same by Escrow Agent.

(b) Prorations. Real estate taxes, installments of assessments, and operating expenses for the Property for the year in which COE occurs shall be prorated as of the COE; real estate taxes and installments of assessments which become delinquent in the year of COE shall be regarded as current taxes subject to proration as provided herein. All prior years' real estate taxes and installments of assessments shall be paid by Seller. Real estate taxes and installments of assessments for the year during which COE occurs, if not ascertainable at COE, shall be prorated on the bases of taxes assessed with respect to the previous calendar year, but shall subsequently be adjusted when such determination can be made. All other prorations shall be calculated through escrow as of COE based upon the latest available information. The terms of this Section 23(b) shall survive the COE, for a period of twelve (12) months after COE. Any other closing costs not specifically designated as the responsibility of either Party in this Agreement shall be paid by Seller and Buyer according to the usual and customary allocation of the same by Escrow Agent. Seller agrees that all closing costs payable by Seller shall be deducted from Seller's proceeds otherwise payable to Seller at COE. Buyer shall deposit with Escrow Agent sufficient cash to pay all of Buyer's closing costs. Except as provided in Section 23(a), Seller and Buyer shall each bear their own costs in regard to this Agreement. Buyer and Seller shall cooperate to produce not more than ten (10) days prior to the Closing Date a schedule of prorations to be made on and after the Closing Date as complete and accurate as reasonably possible. All prorations which can be determined accurately or reasonably estimated as of the Closing Date will be made in Escrow on the Closing Date. As covenants that shall survive for a period of twelve (12) months after COE, all other prorations and adjustments to initial estimated prorations will be made by the Parties with due diligence and cooperation within thirty (30) days following the Closing Date, or such later time as may be required to obtain necessary information for proration, by immediate cash payment to the Party yielding a net credit from such prorations from the other Party. In no event shall Seller file or prosecute any property tax appeal that involves any tax or fiscal year in which the COE occurs, or any tax or fiscal year following the COE (it being understood that Buyer shall have the exclusive right to file, prosecute and otherwise control any such property tax appeal).

24. ESCROW CANCELLATION CHARGES. If escrow fails to close because of Seller's default, Seller shall be liable for any cancellation charges of Escrow Agent. If escrow fails to close because of Buyer's default, Buyer shall be liable for any cancellation charges of Escrow Agent. If escrow fails to close for any other reason, Seller and Buyer shall each be liable for one-half of any cancellation charges of Escrow Agent. The provisions of this Section 24 shall survive cancellation of this Agreement for a period of twelve (12) months after such termination.

25. APPROVALS. Concerning all matters in this Agreement requiring the consent or approval of any Party, the Parties agree that any such consent or approval shall not be unreasonably withheld, conditioned, or delayed unless otherwise provided in this Agreement.

26. ADDITIONAL ACTS. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement. Seller further agrees to reasonably cooperate with Buyer, at no expense or obligation to Seller, regarding the creation, execution, and submission of all documents and applications that Buyer may determine reasonably necessary for the development process, including but not limited to site plans, development approvals, cross-access agreements, etc. provided, however, that no such matters shall be binding on Seller or the Property until COE.

27. GOVERNING LAW. This Agreement shall be governed by and construed or enforced in accordance with the laws of the State of Missouri.

28. CONSTRUCTION. The terms and provisions of this Agreement represent the results of negotiations among the Parties, each of which has been represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party whose attorney prepared the executed Agreement or any earlier draft of the same.

29. TIME OF ESSENCE. Time is of the essence of this Agreement. However, any date or deadline occurs or expires, or if this Agreement requires any act to be done or action to be taken on a date which is a Saturday, Sunday or legal holiday, such date or deadline shall occur or expire, or such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday, and the successive periods shall be deemed extended accordingly.

30. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any Exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intention as expressed in this Agreement which shall be deemed to prevail and control.

31. HEADINGS. The headings of this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

32. FAX, PDF AND COUNTERPARTS. This Agreement may be executed by facsimile or PDF file format and/or in any number of counterparts. Each Party may rely upon any facsimile, PDF file format or counterpart copy as if it were one original document.

33. INCORPORATION OF EXHIBITS BY REFERENCE. All Exhibits to this Agreement are fully incorporated herein as though set forth at length herein.

34. SEVERABILITY. If any provision of this Agreement is unenforceable, the remaining provisions shall nevertheless be kept in effect.

35. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

36. EXCHANGE. If either Buyer or Seller intends for this transaction to be part of a Section 1031 like-kind exchange, then the other Party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating Party incurs no additional liability in doing so, and so long as any expenses incurred by the cooperating Party that are related only to the exchange are paid or reimbursed to the cooperating Party at or prior to COE. Either Party shall be permitted to assign its interest in this Agreement to a qualified exchange intermediary to complete an exchange notwithstanding any provision in this Agreement to the contrary.

37. CONFIDENTIALITY. Seller and Buyer agree to keep this Agreement confidential and not make any public announcements or disclosures with respect to the subject matter of this Agreement without the written consent of the other Party, unless disclosure by Seller is required by law.

38. NO WAIVER OF IMMUNITY. Seller preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of sovereign or governmental immunity by whatever name as set forth and RSMo. Section 537.600 et. seq.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

Buyer:

PC MEDICAL PARTNERS, LLC  
a Missouri limited liability company

By: \_\_\_\_\_  
Blake Peterson  
Its: Manager

Seller:

Platte County School District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ESCROW AGENT'S ACCEPTANCE

The foregoing fully-executed Agreement together with the Earnest Money Deposit is accepted by the undersigned this \_\_\_\_ day of \_\_\_\_\_ 2024, which for the purposes of this Agreement shall be deemed to be the date of Opening of Escrow. Escrow Agent hereby accepts the engagement to handle the escrow established by this Agreement in accordance with the terms set forth in this Agreement.

By \_\_\_\_\_

Name \_\_\_\_\_

Company \_\_\_\_\_

Its \_\_\_\_\_



**EXHIBIT A-1**  
**TOTAL PROPERTY DEPICTION**

**EXHIBIT A-2**  
**TOTAL PROPERTY LEGAL DESCRIPTION**

**EXHIBIT B  
DEPICTION OF THE PROPERTY**



## EXHIBIT C

### SPECIAL WARRANTY DEED

For the consideration of Ten Dollars (\$10.00), and other valuable considerations, [OWNERSHIP TO BE DETERMINED BY TITLE COMMITMENT] ("**Grantor**"), hereby conveys and warrants to \_\_\_\_\_, a \_\_\_\_\_ limited liability company ("**Grantee**"), whose address is \_\_\_\_\_, the following described real property situated in Platte County, Nebraska, together with all improvements, buildings, structures and fixtures located thereon and all rights and privileges appurtenant thereto:

See legal description set forth in Exhibit A attached and incorporated by this reference (the "**Property**");

together with all of Seller's right, title and interest in and to all easements, if any, benefiting the Property; all rights, benefits, privileges and appurtenances pertaining to the Property, including any right, title and interest of Grantor in and to any property lying in or under the bed of any street, alley, road or right-of-way, open or proposed, abutting or adjacent to the Property; the strips, gaps or gores, if any, between the Property and abutting property; all water, water rights, oil, gas or other mineral interests in, on, under or above the Property; and all rights and interests to receive any condemnation awards from any condemnation proceeding pertaining to the Property, sewer rights, water courses, wells, ditches and flumes located on or appurtenant to the Property.

SUBJECT ONLY TO those matters of title (the "**Permitted Exceptions**") set forth on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property unto said Grantee and its successors and assigns forever, and Grantor will warrant and defend the title to the Property conveyed hereby unto said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through and under Grantor, but none other.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned hereunto executed the forgoing as this \_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

**ACKNOWLEDGEMENT**

STATE OF NEBRASKA                                     )  
   )     SS.  
COUNTY OF DOUGLAS                              )

[FORM OF ACKNOWLEDGEMENT TO BE PROVIDED BY TITLE COMPANY BASED ON OWNERSHIP]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in \_\_\_\_\_, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires: \_\_\_\_\_

**EXHIBIT A TO  
SPECIAL WARRANTY DEED**

**Legal Description**

**EXHIBIT B TO  
SPECIAL WARRANTY DEED**

**Permitted Exceptions**