

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made and entered into effective as of the 17th day of November, 2022, by and between **BOURBON COUNTY, KANSAS** a political subdivision of the State of Kansas ("Donor") and **Legacy Healthcare Foundation** a California Not For Profit Corporation located in the State of California and qualified to conduct business within the State of Kansas ("Donee").

RECITALS

A. Donor owns certain real property located in the Bourbon County, Kansas, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein, together all buildings, facilities, structures and improvements located thereon, and all easements, rights-of-way (whether opened or proposed), abutting the property, any and all water wells and related rights, permits, pipelines (and related items), water permits, machinery other rights and appurtenances, to the extent of the Donor's interests therein together with any and all hereditaments and appurtenances thereunto belonging, including without limitation all underground storage tanks (collectively, the "Real Property").

B. Donee is a California Not For Profit Corporation qualified in the State of Kansas and is intending to use the Real Property for a community benefit and Donor desires to donate the Real Property.

C. In addition, Donor intends to donate any personal property owned by Donor that remains on the Real Property to Donee, and Donee desires to accept donation of the Property along with a Two Million Dollars (\$2,000,000.00) transfer on the day of closing to Donee with the understanding that either another property located within Bourbon County, Kansas will be purchased by the Donee for at least (a) Three Hundred Thousand Dollars (\$300,000.00) with proof to the Donor or (b) a line of credit secured by a lending institution in the amount of no less than Two Million Dollars (\$2,000,000.00) which has already been verified by Donor. The parties further agree that a separate transaction will be completed for the donation, with an agreed upon subsidy, of the County Emergency Management Services on or before January 1, 2023.

D. Donee shall have the Donor as a secondary insured in case of loss of the real property for Acts of God which include but are not limited to wind, rain, tornado and fire. This secondary insurance is for the amount due and owing with section 7.1 with Remedies for cancellation of the Agreement.

E. Donor and Donee have agreed to the donation of the Property upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee hereby agree as follows:

ARTICLE 1.
DONATION OF THE PROPERTY

1.1 Donation of the Real Property. Upon the terms, covenants and conditions herein set forth, Donor agrees to donate to Donee the Property, as set forth in Schedule 1.1 (and all improvements located on the Real Property which includes together all buildings, facilities, structures and improvements located thereon, and all easements, rights-of-way (whether opened or proposed), abutting the property, any and all water wells and related rights, permits, pipelines (and related items), water permits, machinery other rights and appurtenances, to the extent of the Donor's interests therein and Donee agrees to accept the donation of the Property from Donor.

1.2 Donation of Personal Property. Upon the terms, covenants and conditions herein set forth, Donor Agrees to donate all rights, interests and title to the Personal Property which includes All machinery and equipment, furniture, tools, appliances and fixtures at the Facilities used in connection with the operation of the Facilities as listed in Schedule 1.2.

1.3 Condition of Real Property.

1.3.1 "AS IS" DONATION. DONEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND ANY DOCUMENTS DELIVERED TO DONEE BY DONOR AT CLOSING, DONOR HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES REGARDING ANY ASPECT OF THE REAL AND PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE REAL AND PERSONAL PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE REAL AND PERSONAL PROPERTY, (C) THE SUITABILITY OF THE REAL AND PERSONAL PROPERTY FOR ANY ACTIVITY OR USE WHICH DONEE OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE REAL AND PERSONAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL AND PERSONAL PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE REAL AND PERSONAL PROPERTY, OR (G) COMPLIANCE OF THE REAL PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE REAL PROPERTY OF HAZARDOUS MATERIALS. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY OF THE DOCUMENTS DELIVERED BY DONOR TO DONEE AT CLOSING, NO PERSON ACTING ON BEHALF OF DONOR IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF DONEE ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE REAL OR PERSONAL PROPERTY OR THE DONATION CONTEMPLATED HEREIN. DONEE ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE AND PERSONAL REAL PROPERTY, DONEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL AND PERSONAL

PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY DONOR. DONEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DONATION OF THE REAL AND PERSONAL PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS WITH ALL FAULTS. DONEE ASSUMES THE RISK THAT ADVERSE PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTICS AND CONDITIONS OF THE REAL AND PERSONAL PROPERTY MAY NOT HAVE BEEN REVEALED BY DONOR'S DISCLOSURES OR DONEE'S INSPECTIONS OR INVESTIGATIONS OF THE REAL AND PERSONAL PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

1.4 Pre-Closing Covenants, Restrictions and Easements. Donee expressly agrees to accept the Property, and acknowledges and agrees that at Closing the Property shall be, subject to the following (collectively, the "Permitted Exceptions"):

1.4.1 all real estate taxes, assessments, water, electrical and sewer charges which are not due and payable as of the Closing Date. It is understood that all real estate taxes, assessments, water, electrical and sewer charges incurred prior to the closing date remain the responsibility of Donor and not Donee

1.4.2 easements, conditions, leases, tenancies and restrictions of record or which are detectable upon inspection of the Real Property;

1.4.3 applicable laws and regulations of any governmental authority in effect as of the Closing Date, including building and zoning laws;

1.4.4 The Monetary Donation may only be used for: (i) building maintenance in connection with the Real Property and the improvements thereon; (ii) paying for other reasonable operating costs and expenses in connection with the Real Property including development of an Acute Care Hospital and ancillary services; and (iii) providing reduced rents to potential future tenants at the Real Property which provide a legitimate community benefit; and

1.4.5 restrictions for the benefit of Donor prohibiting use of the Real Property for any of the following purposes, which such restrictions should be recorded on the Deed and shall automatically terminate on the tenth (10th) anniversary of the recording of the Deed which was filed by the prior owner Mercy Medical Group:

a. an abortion clinic or medical service type facility that includes the provision of abortion services or promotes the use of abortion services, sterilization, artificial insemination, assisted suicide and/or euthanasia;

b. a counseling service which recommends sterilization to its clients and the consideration of abortion as an alternative to carrying a pregnancy through birth;

ARTICLE 2. CLOSING DATE AND CLOSING

2.1 Closing. The consummation of the donation contemplated by this Agreement (the “Closing”) shall take place on or before November 1, 2022, or on such other date as the parties may mutually agree in writing (the “Closing Date”) at the Title Company issuing Owner’s policy of title insurance or such other place as the parties may mutually agree.

2.1.1 Delivery to Title Company. Upon mutual execution of this Agreement, the parties hereto shall deposit an executed copy of this Agreement with Title Company and this Agreement shall (along with such supplementary instructions not inconsistent herewith as either party hereto may deliver to Title Company) serve as escrow instructions to Title Company for the consummation of the donation contemplated hereby. Donor and Donee agree to execute such additional escrow instructions as Title Company may reasonably require and which are not inconsistent with the provisions hereof; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control. The parties agree to utilize First American Title as its Title Company

2.2 Obligations at Closing.

2.2.1 Donor’s Deliveries. At the Closing, Donor shall execute, acknowledge (where necessary) and deliver to Donee or the Title Company, as appropriate, the following: (a) a special warranty deed (the “Deed”) that was filed on a prior date and is in substantially the form attached hereto as Exhibit B, subject to easements, conditions and restrictions of record, including but not limited to the Permitted Exceptions, and to taxes for the year of Closing (which shall be prorated as of the Closing Date); (b) the Monetary Donation; (c) a bill of sale for the Personal Property; (d) an assignment and assumption of the Assumed Real Estate Leases; (e) an assignment and assumption of the Assumed Operating Agreements; (f) Tenant Estoppel Certificates from each Tenant and Subtenant of the Property, as applicable ; (g) A Recent UCC lien search showing no liens on the personal property included in the Purchases Assets, except for Permitted Encumbrances and liens which shall be released at or prior the Closing, which shall be provided at least fifteen (15) days prior to Closing; (h) Titles to all motor vehicles included in the Purchased Assets, duly endorsed for transfer to Donor; (i) transfer of all permits/licenses as applicable; (j) such other instruments and documents as Buyer reasonably deems necessary to effect the transactions contemplated hereby; and (k) such other documents and instruments as may be required to give effect to this Agreement or as may be reasonably requested by the Title Company in connection with the performance of Donor’s obligations hereunder; including execution and delivery of the Title Company’s standard form of affidavit; and possession of the Real and Personal Property.

2.2.2 Donee’s Deliveries. At the Closing, Donee shall execute, acknowledge (where necessary) and deliver to Donor or the Title Company, as appropriate, the following: (a) an assignment and assumption of the Assumed Real Estate Leases; (b) an assignment and assumption of the Assumed Operating Agreements, if applicable; (c) proof of either a purchase of real property or signed agreement with intent to purchase of real property of a value over Three Hundred Thousand Dollars (\$300,000) within Bourbon County, Kansas or a line of credit or loan for Two

million dollars (\$2,000,000.00) or more; and (d) such documents and instruments as may be reasonably required to give effect to this Agreement or as may be reasonably requested by the Title Company or Donor to evidence Donee's acceptance of the Real Property and the performance of Donee's obligations hereunder. Donee shall be responsible for filing a certificate of value in respect of the Real Property with the office of the assessor for the county in which the Real Property is located if such filing is required under law. On or before closing Donee shall provide wire instructions for delivery of the Monetary Donation. The monetary donation will be provided concurrently with closing.

2.3 Conditions to Closing.

2.3.1 Donor Conditions. Donor's obligation to convey the Property to Donee at Closing shall be expressly conditioned upon and subject to the following: (a) Donee having obtained or obtaining (i) within fifteen (15) days of execution of this Agreement, from a title company licensed to do business in the state where the Real Property is located, a commitment in favor of Donee for an owner's policy of title insurance with respect to the Real Property, and (ii) at Closing, an owner's policy of title insurance with respect to the Real Property; and (b) Donee delivering all of the items required pursuant to Section 2.2.2 above.

2.3.2 Donee Conditions. Donee's obligation to close shall be expressly conditioned upon and subject to the following: (a) Donee having received or receiving the Title Policy in form and substance reasonably satisfactory to Donee, provided that inclusion of the Permitted Exceptions as exceptions to the coverage set forth therein may not constitute a failure of this condition; and (b) Donor delivering all of the items required pursuant to Section 2.2.1 above.

ARTICLE 3. CLOSING COSTS AND ADJUSTMENTS

3.1 Closing Costs of Donor. At Closing, Donor shall pay the cost of recording and filing fees regarding the release of any deeds of trust or other security documents relating to any existing loans being released on the Real Property.

3.2 Closing Costs of Donee. At Closing, Donee shall pay the charges and costs of obtaining the Title Policy, the recording and filing fees regarding the Deed and any other necessary documents, the costs of any documentary stamps to file the Deed, and any other fees and closing costs relating to the Closing (including the cost of any escrow or closing fees charged by the Title Company).

3.3 Separate Expenses of Parties. Each party hereto shall be responsible for the payment of its respective attorneys' fees and all other costs and expenses of any kind or nature incurred by such party in connection with this Agreement, the Closing or the Real Property.

- c. the supply, prescribing or dispensing of any medicines, chemicals or instruments of any kind for use in any practice or procedure prohibited by paragraph (a) above, including but not limited to any abortifacient;
- d. a political action group or similar organization of which a principal teaching or policy is the advocacy of abortion or right of free choice of an individual to elect abortion;
- e. installation, maintenance or placing of any signs or other advertising on or about the Real Property that promotes or advocates abortion or right of free choice of an individual to elect abortion or euthanasia; or
- f. an adult bookstore, x-rated movie theater, topless bar, or similar establishment, or any other obscene or pornographic performances or other activities.

As used herein, the term "abortion" shall include all forms of deliberate destruction of the human embryo or fetus at any time after the moment of fertilization. As used herein, the term "euthanasia" shall include any action or omission that of itself or by intention causes any human being of any age to die, whether or not such individual is suffering from any physical or mental abnormality, and whether or not such conduct is permitted or prohibited by any applicable law.

1.4 Assumed Liabilities. Donee agrees to assume in their entirety all of the following obligations and liabilities of Donor:

1.4.1 The obligations of the Donor under the leases for the real property leased by Donor which leases are identified in Schedule 1.4.1 attached hereto (the "Assumed Real Estate Leases") to the extent of any obligation under the Assumed Real Estate Leases that become due and payable or otherwise accrue or arise after the Closing Date; and

1.4.2 The obligations of the Donor under any agreement identified in Schedule 1.4.2 attached hereto (collectively, the "Assumed Operating Agreements") to the extent any obligation under the Assumed Operating Agreements becomes due and payable or otherwise accrues or arises after the Closing Date.

1.4.3 Environmental and Hazardous Materials Liabilities. All liabilities and obligations with respect to the Facilities under any Environmental Law [arising from acts or omissions after the Closing Date];

1.4.4 Assignable Permit Obligations. All liabilities and obligations under each Assignable Permit to be paid or performed or otherwise relating to periods before, on or after the Closing Date, including all conditions and obligations to be performed after the Closing Date even if arising on or before the Closing Date;

1.4.5 Ad Valorem Taxes. Solely for the current applicable Tax year, accrued ad valorem Taxes not yet due and payable with respect to items of both real and personal property that constitute part of the Purchased Assets;

1.4.6 Other Assumed Liabilities. The other liabilities and obligations, if any, listed in Schedule 1.4 including utilities post closing.

1.5 Excluded Liabilities.

1.5.1 Excluded Liabilities. DONEE does not assume the following liabilities and obligations of the DONOR's ready-mix business at the Facilities (the "***Excluded Liabilities***"), which if the Closing occurs DONOR will pay and perform in accordance with their terms or as otherwise provided or required (unless DONOR contests such payment or performance in good faith by appropriate proceedings duly instituted and diligently prosecuted at DONOR's sole cost and expense):

1.5.1(a) Debt. DONOR's indebtedness for money borrowed;

1.5.1(b) Accounts Payable. All accounts payable relating to transactions occurring before the Closing Date;

1.5.1(C) Taxes. Except as provided in Section 0 (Ad Valorem Taxes) above, DONOR's obligations and liabilities with respect to ad valorem Taxes;

1.5.1(d) Environmental and Hazardous Materials Liabilities. All liabilities and obligations with respect to the Facilities under any Environmental Law [arising from acts or omissions before the Closing Date];

1.5.1(e) All Liabilities of Donor solely arising under all Donor's Contracts, including Liabilities to perform thereunder or relating to non-compliance therewith and breach or violation thereof, in each case solely to the extent such Liability relates to the period prior to the Closing Date (whether or not such action was brought or instituted prior to the Closing Date);

1.5.1(f) Any other Liability, claim, action, complaint, debt, suit, cause of action, investigation, or proceeding of any kind whatsoever (including with respect to liability and claims, commercial claims, wage and hour compliance and other employment related claims, and non-compliance with applicable Laws), against or relating to Donor as concerns the Real Property and Personal Property, whether asserted, instituted, or commenced prior to or after the Closing Date, by any third party for damages suffered by such third party directly resulting from the use, ownership or lease of the purchased Assets or operation of the Facilities prior to the Closing Date, or with respect to any continuing business activities of Donor after the Closing Date; and

1.5.1(g) Other Excluded Liabilities. The other current or future liabilities or obligations, if any, listed in Schedule 1.5.

ARTICLE 4.
REPRESENTATIONS, COVENANTS AND WARRANTIES

4.1 Donor's Representation, Covenants and Warranties. Donor represents, warrants and covenants to Donee as follows, which representation and warranties shall be considered made as of the date hereof and as of the Closing Date:

4.1.1 Donor's Authority. Donor is a not for profit political subdivision organized and existing under the laws of the State of Kansas and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donor is fully authorized by all requisite authority; and no other consents by any other party are required for Donor to execute and deliver this Agreement and such other documents.

4.1.2 Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donor and the signatories of Donor hereto. To the actual knowledge of Donor, the performance by Donor of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donor is bound, and, to the actual knowledge of Donor, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donor is subject.

4.1.3 Tangible Personal Property. Solely with respect to the items of Tangible Personal Property that are included in the Purchased Assets, DONOR owns all right, title and interest in and to such Tangible Personal Property, free and clear of Liens and Restrictions, except for Permitted Liens (including the Liens described in Schedule 4.1.3).

4.1.4 Pending Actions. To Donor's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending against the Property or the transaction contemplated by this Agreement, which, if adversely determined, could individually or in the aggregate have a material adverse effect on title to the Property or any portion thereof or which could in any material way interfere with the consummation by Donor of the transaction contemplated by this Agreement.

4.1.5 Condemnation. To Donor's knowledge, no condemnation proceedings relating to the Property are pending or threatened.

4.1.6 Title. Donor is the sole owner of the entire right, fee title and interest in and to the Properties with full right to convey the same and without limiting the generality of the foregoing. Donor has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Properties. To the best of Donor's knowledge, there are no obligation in connection with the Properties that will be binding upon Buyer or affect the Properties after the Close of Escrow and there are no assessments or bonds assessed or proposed to be assessed, against

the Property, except matters that are set forth in the Preliminary Title Report. There are no "Title Encumbrances" between Donor and any other party, or to the best of Donor's knowledge, there are no other "Title Encumbrances" except those delivered to Donor pursuant to this Agreement. Copies of all Title Encumbrances to be delivered by Donor to Donee shall be true, correct and complete copies thereof. Donor will promptly discharge and satisfy, when due, all of its obligations and liabilities under all Title Encumbrances due prior to and including the Closing Date. Donor knows of no conflicts in boundary lines, encroachments or easements not disclosed by public records or litigation involving the Property which have not previously been disclosed by Donor to Buyer.

4.1.7 Eminent Domain. To the best of Donor's knowledge, there is no existing proposed, threatened or contemplated eminent domain proceeding that would affect the Properties in any way whatsoever.

4.1.8 Violations of Law. To the best of Donor's knowledge, the operation, use and ownership of the Properties do not violate any ordinance, rule, law, regulation or order of any government or any agency, body or subdivision thereof and no investigation has been commenced or is contemplated respecting such violation.

4.1.9 Violation of Agreement. Neither this Agreement nor anything provided to be done hereunder, including, but not limited to, the transfer, assignment and sale of the Properties violates or shall violate any contract, agreement or instrument to which Donor is a party or that affects the property or any part thereof.

4.1.10 Defaults. Donor is not in default under, nor has Donor received, nor delivered, any notice that any event has occurred which with the giving of notice or the passage of time, or both, would constitute a default under, any agreement, obligation, liability, covenant, condition, restriction, easement or encumbrance pertaining to any of the Properties.

4.1.11 Hazardous Materials. There are no Hazardous Materials in, on, or under the Properties whose legally complaint removal or remediation would cost Buyer in excess of \$5,000.00, if removed or remediated by Buyer before or after the Close of Escrow. For purpose of this Agreement, "Hazardous Material" means (i) any substance that constitutes hazardous materials, hazardous waste, special waste or toxic waste within the meaning of any Environmental Law that is otherwise subject to regulation under any Environmental Law and (ii) regardless of whether it is co classified, any radioactive material, radon, asbestos, any medical waste, polychlorinated biphenyls (PCB's), lead-based pain, urea formaldehyde foam insulation and petroleum or petroleum derivatives or by-products. "Environmental Law" means any law relating to the protection of the environment or, to the extent related to environmental conditions, human health or safety, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act, as amended; the Toxic Substances Control Act, as amended; the Federal Water Pollution Control Act, as amended; or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating,

relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, asbestos, or any other hazardous toxic, or dangerous waste, substance or material; and similar laws of the State of California. Further, Donor will not, between the Effective Date hereof and the Close of Escrow, place, locate or dispose of on, under or at the Properties any Hazardous Material or violate any Environmental Law, nor will Donor knowingly permit or cause any other person to do any of the aforesaid such period.

4.1.12 All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donor and its representatives and agents.

4.2 Donee's Representations, Covenants and Warranties. Donee represents, warrants and covenants to Donor as follows, which representations and warranties shall survive Closing hereunder for the period provided below and shall inure to the benefit of Donor, its successors and assigns and shall be considered made as of the date hereof and as of the Closing Date:

4.2.1 Donee's Authority. Donee is a California Not for Profit Corporation organized under the laws of the State of California qualified to conduct business in the State of Kansas, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donee is fully authorized by all requisite authority; and no other consents by any other party are required for Donee to execute and deliver this Agreement and such other documents.

4.2.2 Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donee and the signatories of Donee hereto. To the actual knowledge of Donee, the performance by Donee of its obligations under the terms of this Agreement do not conflict in any material or adverse way with our result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donee is bound, and, to the actual knowledge of Donee, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donee is subject.

4.2.3 All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donee and its representatives and agents.

ARTICLE 5. RELEASE OF CLAIMS

5.1 Release of Claims. Subject to the Representations and Warranties, Donee hereby covenants and agrees to release and not to sue Donor, its officers, directors, attorneys, agents and employees (the "Released Parties") as a result of any and all claims regarding the condition of the Real and Personal Property, including any and all claims and causes of action existing as of the

date of Donor's delivery of the Deed for the Real Property to Donee and any claims and causes of action thereafter created or enacted, whether at common law or by federal, state, county or municipal law or ordinance, including without limitation, any claims and causes of action relating to the presence in, on, under or near the Real Property, of any Hazardous Material (as defined below) or arising under any Environmental Laws. The provisions of this paragraph shall survive Closing and conveyance of the Real Property.

5.2 Definitions. The term "Hazardous Material" means any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws (as defined below) as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity, including any items defined as "Hazardous Materials" in 49 CFR 171.8, and any petroleum, polychlorinated biphenyls (PCBs), asbestos, radon, natural gas, natural gas liquids, liquefied Natural gas or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), and any other material of similar genre. The term "Environmental Laws" means any and all present and future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of governmental authorities relating to the environment, or to any Hazardous Material or to any activity involving Hazardous Materials, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 6901 et seq., as amended (CERCLA), the Resource Conservation and Liability Act, as amended 42 U.S.C. 6901 et seq., the Clean Water Act, 33 U.S.C. 1251 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. 300f through 300j, as all of the foregoing may be amended from time to time.

ARTICLE 6. NOTICE

6.1 Notice. Any notice or election required or permitted to be given or served by any party hereto upon any other will be deemed sufficiently given when delivered in person, or when deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, to such party at the respective addresses given below, or sent by telecopy to the fax numbers set forth below, provided that a confirming copy of the telecopy is promptly sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses given below and a copy of any notice or election given to either party shall be promptly delivered to the attorneys for such party at the addresses given below:

If to Donor: Bourbon County
Attention: Ashely Dawn Shelton
210 South National
Fort Scott, KS 66701

with a copy to: Justin B. Meeks
1801 South National

Execution Copy

Fort Scott, Kansas 66701

If to Donee: Legacy Healthcare Foundation
2250 Lindsay Way
Glendora, CA 91740
Attention: Chief Executive Officer

with a copy to: Troy Schell
Schell Nuelle LLP
269 West Bonita
Claremont, CA 91711

6.2 Effective Date; Change of Address. Each such notice or communication shall be deemed to have been delivered to the party to which addressed on the date the same is hand-delivered, if mailed when deposited in the United States Postal system, sent by registered or certified mail, return receipt requested, postage prepaid, as the case may be, properly addressed in the manner above provided, and shall be deemed to have been received by the party to which addressed, in the case of hand delivery, on the day it is delivered, or in the case of United States Mail, on the date of deposit in the United States Postal system. Any party may change its address for notice by delivering written notice of said change to the other party, in the manner above provided.

ARTICLE 7. GENERAL PROVISIONS

7.1 Remedies. In the event of any breach or default by Donor or Donee hereunder, Donor and Donee's sole and exclusive remedy shall be to terminate this Agreement with a return of the property and one million dollars to the Donor during the first year of operations. Years 2-4 the Donee will return \$750,000.00 to the Donor along with the property and before the completion of the 5 year of operation return the property to the Donor with \$500,000.00. Following the fifth year, Donor will have no remedies to terminate this Agreement with either return of funds and/or property.

7.2 Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understanding or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

7.3 Duties for Performance. If the date for the performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance of such act shall be deemed extended to the next business day.

7.4 Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be

enforceable after) the Closing, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.5 Captions. The headings or captions of the articles, sections or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in the interpreting this Agreement.

7.6 Binding Effect. The Agreement shall become effective and shall be binding on the parties only after it has been signed by both Donee and Donor. This Agreement and all covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The restrictions, covenants and easements set forth in the Deed shall burden and run with Real Property.

7.7 Controlling Law. This Agreement has been made and entered into under the laws of the State of Kansas where the Real Property is located, and said laws shall control the interpretation hereof.

7.8 Time of the Essence. Time is of the essence in the performance of this Agreement.

7.9 Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties.

7.10 Assignment. Donee may not assign its interest in this Agreement prior to the Closing without the prior written consent of Donor which may be granted or withheld in Donor's sole and absolute discretion. Any assignment made in violation of this paragraph shall be null and void and of no force or effect. This provision does not prohibit Donee from assigning this Agreement to any entity that it is affiliated with. Moreover, Donee has the expressed ability to transfer any and/or parcels included within Exhibit A to separate entities so long as the general purpose is for the development of these parcels for Bourbon County, Kansas.

7.11 Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

7.12 Expense of Parties. In the event of litigation between the parties arising under or in connection with this Agreement, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated hereby.

7.13 Effective Date. As used herein, the term "Effective Date" shall mean and refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the dates set forth below opposite the signatures of Donee and Donor.

7.14 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

7.15 Conflicts. In the event of a conflict between any provision of this Agreement and any provision of the Deed, the latter provision shall control to the extent of the conflict.

IN WITNESS WHEREOF, the parties have executed this Donation Agreement as of the dates set forth below.

DONOR:

DONEE:

BOURBON COUNTY, KANSAS

LEGACY HEALTHCARE FOUNDATION

By: _____

Printed Name: James Harris

Title: Chairman BAC

By: _____

Printed Name: Terry Seall

Title: Chairman

Execution Copy

EXHIBIT A
to
Donation Agreement
Legal Description of Real Property

EXHIBIT B
To Donation Agreement
Deed

Prepared By:

Mail Recorded Deed To:
2250 Lindsay Way
Glendora, CA 91740

Mail Tax Bills To Grantee's Address

SPECIAL WARRANTY DEED

This Special Warranty Deed is made and entered into on this ____ day of _____, 2020, by and between **BOURBON COUNTY KANSAS** with an address at 201 S. National Avenue, Fort Scott, Kansas 66701, Attention: County Administrator ("Grantor") and **LEGACY HEALTHCARE FOUNDATION, INC.**, a California Not For Profit Corporation located at 2250 Lindsay Way, Glendora, CA 91740 Attention Troy Schell ("Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee the real estate situated in the County of Bourbon and State of Kansas, described on Exhibit A attached hereto.

The conveyance made by this deed is subject to general real estate taxes for 2020 and subsequent years, and special assessments not yet due and payable, rights of tenants in possession, and to any covenants, easements, reservations of coal and/or mineral rights, restrictions, conditions, and liens of record, if any, and all restrictions specifically described with respect to the property described above.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors and assigns of such party forever. The said Grantor hereby covenants that said party and its successors and assigns shall and will WARRANT AND DEFEND the title to the premises unto the said Grantee, and to the successors and assigns of such party forever against the lawful claims of all persons claiming by, through, or under Grantor, but none other, excepting, however, the general taxes for the calendar year 2020 and thereafter and special taxes becoming a lien after the date of this Deed and the permitted exceptions identified in Exhibit B attached hereto.

EXCEPTING THEREFROM AND SUBJECT TO the following restrictions and rights which Grantor hereby reserves to itself, its successors and assigns, each of which shall be automatically terminated on the tenth (10th) anniversary of the recording date of this Deed:

1. The Grantee covenants and agrees that, at all times hereafter, it shall not permit or conduct, nor shall its successors or assigns permit or conduct, use of the property for any of the following purposes:

- a. an abortion clinic or medical service type facility that includes the provision of abortion services or promotes the use of abortion services, sterilization, artificial insemination, assisted suicide and/or euthanasia;
- b. a counseling service which recommends to its clients sterilization and the consideration of abortion as an alternative to carrying a pregnancy through birth;
- c. the supply, prescribing or dispensing of any medicines, chemicals or instruments of any kind for use in any practice or procedure prohibited by paragraph (a) above, including but not limited to any abortifacient;
- d. a political action group or similar organization of which a principal teaching or policy is the advocacy of abortion or right of free choice of an individual to elect abortion;
- e. installation, maintenance or placing of any signs, billboards or other advertising on or about the Property that promotes or advocates abortion or right of free choice of an individual to elect abortion or euthanasia; or
- f. an adult bookstore, x-rated movie theater, topless bar, or similar establishment, or any other obscene or pornographic performances or other activities.

As used herein, the term "abortion" shall include all forms of deliberate destruction of the human embryo or fetus at any time after the moment of fertilization. As used herein, the term "euthanasia" shall include any action or omission that of itself or by intention causes any human being of any age to die, whether or not such individual is suffering from any physical or mental abnormality, and whether or not such conduct is permitted or prohibited by any applicable law.

2. In addition to and without limitation of the restrictions set forth in Section 1 above, the Grantee covenants and agrees, on its own behalf and on behalf of its successors and assigns, to the following:

3. Grantor's remedies for enforcement of Grantee's covenants and Grantor's rights set forth in Sections 1 and 2 above shall include but not be limited to any and all equitable remedies,

Execution Copy

including injunctive relief and specific performance, and Grantor shall be entitled to receive from Grantee its attorney's fees and other costs incurred as a result of such enforcement action.

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

IN WITNESS WHEREOF, an authorized officer of Grantor has executed this instrument as of the day and year first above written.

GRANTOR: _____,
a Missouri nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this the ____ day of _____, 2020, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of _____, a Missouri nonprofit corporation, and that said instrument was signed on behalf of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

Execution Copy

EXHIBIT A TO DEED
Legal Description

Execution Copy

1. Lots 1, 2, 4, 5, 6, & 8 Mercy Health Systems of Kansas to the City of Fort Scott, Kansas as set forth within the Grant Deed9s) executed by the parties.

Execution Copy

EXHIBIT B
To Donation Agreement
Deed

Prepared By:

Mail Recorded Deed To:
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TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to the successors and assigns of such party forever. The said Grantor hereby covenants that said party and its successors and assigns shall and will WARRANT AND DEFEND the title to the premises unto the said Grantee, and to the successors and assigns of such party forever against the lawful claims of all persons claiming by, through, or under Grantor, but none other, excepting, however, the general taxes for the calendar year 2020 and thereafter and special taxes becoming a lien after the date of this Deed and the permitted exceptions identified in Exhibit B attached hereto.

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- b. a counseling service which recommends to its clients sterilization and the consideration of abortion as an alternative to carrying a pregnancy through birth;
- c. the supply, prescribing or dispensing of any medicines, chemicals or instruments of any kind for use in any practice or procedure prohibited by paragraph (a) above, including but not limited to any abortifacient;
- d. a political action group or similar organization of which a principal teaching or policy is the advocacy of abortion or right of free choice of an individual to elect abortion;
- e. installation, maintenance or placing of any signs, billboards or other advertising on or about the Property that promotes or advocates abortion or right of free choice of an individual to elect abortion or euthanasia; or
- f. an adult bookstore, x-rated movie theater, topless bar, or similar establishment, or any other obscene or pornographic performances or other activities.

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Execution Copy

including injunctive relief and specific performance, and Grantor shall be entitled to receive from Grantee its attorney's fees and other costs incurred as a result of such enforcement action.

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

IN WITNESS WHEREOF, an authorized officer of Grantor has executed this instrument as of the day and year first above written.

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

Execution Copy

EXHIBIT A TO DEED
Legal Description

Execution Copy

1. Lots 1, 2, 4, 5, 6, & 8 Mercy Health Systems of Kansas to the City of Fort Scott, Kansas as set forth within the Grant Deed(s) executed by the parties.

Execution Copy

EXHIBIT B TO DEED
Permitted Exceptions

[Refer to Title Commitment]

SCHEDULE 1.1

Execution Copy

1. Lots 1, 2, 4, 5, 6, & 8 Mercy Health Systems of Kansas to the City of Fort Scott, Kansas as set forth within the Grant Deed(s) executed by the parties.

SCHEDULE 1.2

Final - Inventory

Rm 2341

1-Steris Amsco Reliance
444 Single Chamber Washer/Disinfector

1 - Olympic Sterile Dryer - Portable

1 Steris AMSCOV-Pro Plus
Wall Mount Sterilizer

1 - 3ft Metal Rolling Cart

Recovery Rooms

1 - 1 Rubbermade Rolling Cart-3ft

1 - ADAPTA Rolling Gerney

2 - Single Oxygen Botttle Carts

1 - Drystar 3000 Imaging System

3 - Small Metal Folding Stands

1 - Rolling Porta Pot

Rm

1 - HEPA Care Air Purifaction System
Vented, on rollers

1- AMSCO Chimeron 20 Stevis
Pre-Vacum Sterilizer

Rm 2331

1 - 4ft X 6ft Wooden Desk

Boiler Rm

1 - 3 phase Quincy 80 Gal, 5 hp

Compressor - None Working

Rm 1114 Engineering

3-chairs
3-short cabinets
2 desks
1 bookcase
1 key locker
2 monitors (Lenovo)
1 Kodac Scan mate i1120
1 hp Laser Jet Pro M404dn
1 Phone Desk
1 Fellows PS60 Shredder
1 Network Interface- Think Centre
1 Lenovo Key Board and Mouse

Room 1117 Facility Department

1 Desk
2 large 3 ft Cabinet.
1 Large Bookcase
3 Small 3 ft Cabinets
2 Small Bookshelves
1 small 2 Shelves Open Cabinet
1 Oval Wall Mirror

Rm 1118 Bio Medical Work Room

1 - Large Gray Cabinet - Storage
1 - 8 ft Shelf -Shelving-
2 - 3 ft White Boards
7 - Rolling Carts
2 - 6 ft. Folding Tables
1 - Rolling Monitor Cart
Permanent Shelving
3 - Older Monitors
1 - Laser Fax
2 - Treadmill Motors
1 - Makita Circular Saw
1 - PC Tower
1 - Frigidaire Refrigerator
1 - Tan 5 ft. Storage Cabinet
Cleaning Supplies

Rm 1120 Copy Room

1 - Permanent Table
1 Wall Of Permanent Shelving
2 - Rolling Cabinets
1 - KM 250 Copy Machine

Rm 1126 Information Systems

1 -2 Drawer 4 ft Cabinet
5 - Chairs
1 - End Table
1 - Fellows Power Shredder C480

Rm 1116 Training Room

2 - Chairs
1 - Rolling Shelf - Metal
1 - Rolling Workstation
1 - 2 Section Desk
1 - 2 Drawer Filing Cabinet

Rm 1123

1 - Chair
1 - 2 Section Desk
1 -2 Drawer Filing Cabinet

Rm 1127

1 - Small Rolling Metal Cart
1 - 5 Drawer Metal filing Cabinet

Rm 1128 Compressed Medical Gas

3 - Small Rolling Oxygen Carriers
3 - Small Oxygen Bottles
2 - Oxygen Bottle Storage Units
1- Rolling Oxygen Bottle Storage Unit

Rm 1211 IS Equipment Room

3 - Chairs
1 - Table
IT Equipment

Rm 1125

2 - Chairs

Rm 1121

1 - Rolling Metal Pushcart
1 - Rolling 3 ft Fiber Cart
P
1 - Folding Step Stool

Rm 1103 IS Storage

1 - Spot Cooler (Movis Cool)

Rm 1105

1 - Chair

3 - Buffers

3 - Scrubbers

8 - Vacuum Cleaners

1 - Minute Man Wet Vacuum

1 - Cleaning Cart

1 - 7 ft Metal Storage Cabinet

1 - 6 ft Metal Storage Cabinet

1 - 5 ft Plastic Storage Cabinet

2 - 4 ft Metal Shelving

2 - 5 Shelf Metal shelving

3 - Carpet Cleaning Machines

Misc. Cleaning Supplies

Misc. - Brooms, Mops, Misc. cleaning Tools

Rm 1200 Material Management

4 - Solid Wooden Doors

7 - Boxes of 4 ft Ceiling Tile

Rm 1321 Janitor Closet

1 - Cleaning Cart and Cleaning Supplies

Rm 1323 Medical Records

Work Bench with Shelving-

6 - Moving, Double Faced Med Record Shlv.

2 - Moving, Single faced Med Record Shlv.

6 - Rolling Chairs

1 - Rolling Recliner

1 - Chair

1- 4 Drawer Filing Cabinet

Rm 1313 Xavier Room

3 - 8 ft Folding Tables

3 - Chairs

2 - Large Wall Pictures

Rm 1319 Physician Lounge

Did Not Inventory Completely

1 - Under the Counter Refrigerator

Rm 1309 Dolan Room

1 - Vacuum Cleaner

Rm 1308 Fiscal Administration

2- Portable Floor Dryers

1 - Brother Intelli Fax 5750e

1 - 2 Drawer File Cabinet

3 - 4 Drawer File Cabinets

1 - Metal Rolling Tray Cart

Rm I Am Rehab

5 - Armchairs

1 - End Table

1 - 8 ft Folding Table

2 - 6 ft Folding Tables

1 - Rolling Metal Shelving

1 - Genie IWPS-305 Lift (Telescoping)

1 - 4 ft Folding Table

1 - 3 ft Corner Shelving (Wooden)

1 - Wall Mount 3 Door Cabinet

1 - 4 ft Metal Shelving

McAualy Offices

RM 2704 Education Department

2 - Work Station Tables

1 - 3 ft Table

1 - Rolling Chair

Rm 2704a

1 - Modular 2 Section Desk

4 - 4 Drawer File Cabinets

1 - Rolling Chair

1 - Portable Sound System

Rm 2705

1 - Modular Table

Rm 2706

1 - 3 Section Modular Desk

Rm 2712

1 - Vacuum Cleaner

2 - 3 Section Modular Desk With Storage

Rm - 1121a

- 1 - Rolling Cleaning Cart
- 2 - 8 ft Folding Tables
- 1 - Metal Rolling Cart
- 2 - Vacuum Cleaner
- 1 - Air Purification System (Abatement)
- 1 - Rolling Stool

Rm1210a Laundry

- 5 - Chairs
- 1 - Tall Chair
- 1 - Rolling Stool
- 3 - 7 ft Metal Shelving
- 1 - Solid Table (used for folding laundry)
- 1 - Metal Rolling Cart
- 1 - Rolling Fiber Cart
- 1 - Plastic Rolling Trash Bin
- 1 - 5 ft Wooden Table
- 1 - Vacuum Cleaner
- Boxes of Misc. Dispensers
- 2 - Large Caution Cones
- 2 - Small Caution Cones
- 1 - large Metal Scale -
- Large Amount of Carpet Squares (Dispose of)

Rm 1207 Soiled Linen

- 1 - Commercial Washer (Primus)
- 1 - Commercial Dryer (Primus)
- 1 - 5 ft Folding Table
- 1 - 4 ft Folding, Rolling Table
- 1 - Rudd Hot Water Heater
- 3 - Chairs

RM 1206 Linen Repair

- 1 - Metal Cabinet
- 1 - Cleaning Cart
- 1 - Linen Repair Machine (Thermo Patch)

Rm 1204 Medical Waste

- 2 - Biowaste Cabinets (Yellow - Metal)

Rm1106

- 1 - Chair
- 3 - Metal Filing Cabinets

Rm 2714

- 1 - 3 Section Modular Desk

Rm 2716

- 3 - Solid Formica Top Tables
- 7 - Chairs

Rm 2721 McAuley Suite A

- 12 - Folding Tables
- 19 - Armchairs
- 1 - Podium
- 1 - Presentation Unit, Audio, Visual, and Screen

Rm 2720 McAuley Kitchen

- GE Refrigerator
- 2 - folding Tables
- 1 - 3 Burner Coffee Maker
- 1 - Emerson Microwave

Rm McAuley Storage

- Audio and Visual Equipment and Cases
- 1 - 8 ft Folding Table

Rm 2718

- 1 - 3 Section Modular Desk
- 1 - Chair

Rm 2718a

- 1 - 2 Section Modular Desk with Storage
- 1 - Chair

Maintenance

Hand Pallet Truck SN 0206WS/166 (WESCO)
Hand Pallet Truck SN 18233879 (Barrett)
GENI GS1930 Lift SN00108377
AC 250 250 AMP ARC Welder
Miller Wire Welder (Milleromatic XP130)
2 Wet DRY Vacuum
1 - Compressor
1 Metal Press
Misc. Tools, Parts and Supplies
Ridged Drain Cleaner 3/8 inch
1 Inch Drain Cleaner

Storage Shed

Large Quantity of Commercial Shelving
Large Quantity of dividers (office)
Large Quantity of Ceiling (Variety)
2 - Rolls of 10/3 Electrcial Wiring
1 - Flammable Containment Cabinet
2 - 5 Gal Diesel Cans
1 - 40 hp Electric Motor
1 - 70 hp Electric Motor (AHU)
1 - 3 hp Electric Motor (Air Stack
1 - 15 hp Electric Motor
1 - 10 hp Electric Motor (pump)

SCHEDULE 1.4.1

County to Add

SCHEDULE 1.4.2

None.

SCHEDULE 4.1.3

None

EXHIBIT A

Execution Copy

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