



# NEW HOSPITAL APPLICATION

## Applicant's Completeness Checklist and Table of Contents

Project Name: \_\_\_\_\_ Project No: \_\_\_\_\_

Project Description: \_\_\_\_\_

Done Page N/A Description

### Divider I. Application Summary:

- \_\_\_\_\_ 1. Applicant Identification and Certification (Form MO 580-1861)
- \_\_\_\_\_ 2. Representative Registration (From MO 580-1869)
- \_\_\_\_\_ 3. Proposed Project budget (Form MO 580-1863) and detail sheet with documentation of costs.
- \_\_\_\_\_ 4. Provide documentation from MO Secretary of State that the proposed owner(s) and operator(s) are registered to do business in MO.

### Divider II. Proposal Description:

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

### Divider III. Service Specific Criteria and Standards:

- \_\_\_\_\_ 1. Document the methodology utilized to determine the need for the proposed hospital.
- \_\_\_\_\_ 2. Provide the most recent three (3) **FULL** years of evidence that the average occupancy of the same type(s) of beds at each other hospital in the proposed service area exceeds eighty percent (80%).
- \_\_\_\_\_ 3. Discuss the impact the proposed hospital would have on utilization of other hospitals in the geographic service area.
- \_\_\_\_\_ 4. Document the unmet need in the geographic service area for each type of bed being proposed according to the population-based need formula

### Divider IV. Financial Feasibility Review Criteria and Standards:

- \_\_\_\_\_ 1. Document that the proposed costs per square foot are reasonable when compared to the latest "RS Means Construction Cost data"
- \_\_\_\_\_ 2. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
- \_\_\_\_\_ 3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest three (3) years, and projected through three (3) **FULL** years beyond project completion.
- \_\_\_\_\_ 4. Document how patient charges are derived.
- \_\_\_\_\_ 5. Document responsiveness to the needs of the medically indigent.

Divider I



Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

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

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

Table with 2 columns: Title of Proposed Project, Project Number, Project Address, County. Values include CoxHealth Rehabilitation Hospital, 6105 HS, 37.054791/-93.224796 Ozark, Mo 65721, Christian.

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

Table with 3 columns: List All Owner(s), Address, Telephone Number. Includes entries for CoxHealth (49%) and Select Medical Corporation (51%).

3. Ownership (Check applicable category.)

- Checkboxes for Nonprofit Corporation, Individual, City, District, Partnership, Corporation, County, Other.

4. Certification

In submitting this project application, the applicant understands that:

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

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

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

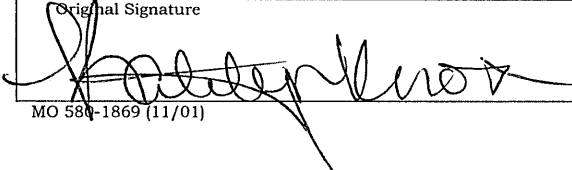
Table with 3 columns: Name of Contact Person, Title, Telephone Number, Fax Number, E-mail Address, Signature of Contact Person, Date of Signature. Values include John Chastain, VP, Finance & Revenue Cycle, 417-269-7438, 417-269-3104, John.Chastain@coxhealth.com, and signature dated 4/11/2024.



Certificate of Need Program

**REPRESENTATIVE REGISTRATION**

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

Project Name CoxHealth Rehabilitation Hospital		Number 6105HS
(Please type or print legibly.)		
Name of Representative Kate Knox		Title Director, Finance
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) CoxHealth		Telephone Number 417-269-6453
Address (Street/City/State/Zip Code) 3850 S. National Ave. Springfield, Mo 65807		
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)		
Name of Individual/Agency/Corporation/Organization being Represented CoxHealth		Telephone Number 417-269-7438
Address (Street/City/State/Zip Code) 1423 N. Jefferson Ave. Springfield, Mo 65802		
Check one. Do you: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Neutral		Relationship to Project: <input type="checkbox"/> None <input checked="" type="checkbox"/> Employee <input type="checkbox"/> Legal Counsel <input type="checkbox"/> Consultant <input type="checkbox"/> Lobbyist <input type="checkbox"/> Other (explain):
Other Information: _____ _____		_____ _____
<p>I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: <i>Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in § 105.478, RSMo.</i></p>		
Original Signature 		Date 4/22/2024



Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name CoxHealth Rehabilitation Hospital	Number 6105 HS
---	-------------------

(Please type or print legibly.)

Name of Representative John Chastain	Title VP, Finance & Revenue Cycle
---	--------------------------------------

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) CoxHealth	Telephone Number 417-269-7438
--	----------------------------------

Address (Street/City/State/Zip Code) 1423 N. Jefferson, Springfield, Mo 65802
--

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

Name of Individual/Agency/Corporation/Organization being Represented CoxHealth	Telephone Number 417-269-7438
---	----------------------------------

Address (Street/City/State/Zip Code) 1423 N. Jefferson, Springfield, Mo 65802
--

Check one. Do you:

- Support
- Oppose
- Neutral

Relationship to Project:

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

Other Information:

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

Original Signature 	Date 4/11/2024
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Certificate of Need Program.

**REPRESENTATIVE REGISTRATION**

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

Project Name CoxHealth Rehabilitation Hospital	Number 6105 HS
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(Please type or print legibly.)

Name of Representative Rod Schaffer	Title VP, Facilities & Construction
--	--

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) CoxHealth	Telephone Number 417-269-6453
--	----------------------------------

Address (Street/City/State/Zip Code) 1423 N. Jefferson, Springfield, Mo 65802
--

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

Name of Individual/Agency/Corporation/Organization being Represented CoxHealth	Telephone Number 417-269-6453
---	----------------------------------

Address (Street/City/State/Zip Code) 1423 N. Jefferson, Springfield, Mo 65802
--

Check one. Do you:

- Support
- Oppose
- Neutral

Relationship to Project:

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

Other Information:

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

Original Signature 	Date 4-16-24
------------------------	-----------------



Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name: CoxHealth Rehabilitation Hospital; Number: 6105HS

(Please type or print legibly.)

Name of Representative: Elizabeth Hallam; Title: CEO/Administrator

Firm/Corporation/Association of Representative: Select Medical; Telephone Number: 417-885-4701

Address (Street/City/State/Zip Code): 1630 E Primrose St, Springfield, MO 65804

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

Name of Individual/Agency/Corporation/Organization being Represented: Select Medical; Telephone Number: 417-885-4701

Address (Street/City/State/Zip Code): 1630 E Primrose St, Springfield, MO 65804

Check one. Do you:

- Support (checked), Oppose, Neutral

Relationship to Project:

- None, Employee (checked), Legal Counsel, Consultant, Lobbyist, Other (explain):

Other Information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo...

Original Signature: Elizabeth Hallam; Date: 04/30/2024



Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name CoxHealth Rehabilitation Hospital	Number 6105HS
---	------------------

(Please type or print legibly.)

Name of Representative Michael McAlister	Title Regional Vice President
---	----------------------------------

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Select Medical	Telephone Number 417-885-4701
---	----------------------------------

Address (Street/City/State/Zip Code)  
1630 E Primrose St, Springfield, MO 65804

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

Name of Individual/Agency/Corporation/Organization being Represented Select Medical	Telephone Number 417-885-4701
--	----------------------------------

Address (Street/City/State/Zip Code)  
1630 E Primrose St, Springfield, MO 65804

Check one. Do you:

- Support
- Oppose
- Neutral

Relationship to Project:

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

Other Information:

\_\_\_\_\_

\_\_\_\_\_

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

Original Signature 	Date 4/30/2024
---	-------------------





Certificate of Need Program

**PROPOSED PROJECT BUDGET**

**Description**

**Dollars**

**COSTS:\***

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

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

**FINANCING:**

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

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

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

\*\* These amounts should be the same.

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

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

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

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

# STATE OF MISSOURI



John R. Ashcroft  
Secretary of State

## CERTIFICATE OF REGISTRATION

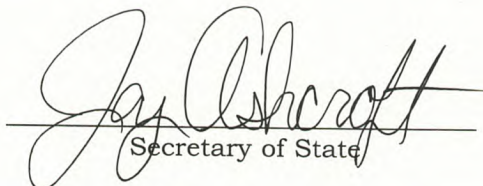
WHEREAS,

***CMC OZARKS REHABILITATION, LLC***  
***FL001702416***

existing under the laws of the State of Delaware has filed with this state its Application of Registration and whereas this Application of Registration conforms to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare that on the 3rd day of January, 2024, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 3rd day of January, 2024.

  
Secretary of State





# State of Missouri

John R. Ashcroft, Secretary of State

Corporations Division  
PO Box 778 / 600 W. Main St., Rm. 322  
Jefferson City, MO 65102

**FL001702416**  
**Date Filed: 1/3/2024**  
**John R. Ashcroft**  
**Missouri Secretary of State**

## Application for Registration of a Foreign Limited Liability Company

(Submit with filing fee of \$105.00)

1. The name of the foreign limited liability company is: CMC Ozarks Rehabilitation, LLC

2. The name under which the foreign limited liability company will conduct business in Missouri is (must contain "limited company", "limited liability company", "LC", "LLC", "L.C.", or "L.L.C.") (must be filled out if different from line (1)):

3. The foreign limited liability company was formed under the laws of Delaware on the date of 12/29/2023 (state or jurisdiction) (month/day/year)

4. The purpose of the foreign limited liability company or the general character of the business it proposes to transact in this state is:  
Inpatient Hospital

5. The name and address of the limited liability company's registered agent in Missouri is (this line must be completed and include a street address):

C T Corporation System 120 South Central Avenue Clayton, MO 63105  
Name Address (PO Box may only be used in conjunction with a physical street address) City/State/Zip

The Secretary of State is appointed agent for service of process if the foreign limited liability company fails to maintain a registered agent. Note: failure to maintain a registered agent constitutes grounds to cancel the registration of the foreign limited liability company.

6. The address of the registered office in the jurisdiction organized. If none required, then the principal office address of the foreign limited liability company is:

4714 Gettysburg Rd Mechanicsburg PA 17055  
Address (PO Box may only be used in conjunction with a physical street address) City/State/Zip

7. This application must include a current certificate of good standing/existence from the secretary of state or other similar official in the state of domicile. Such document should be dated within 60 calendar days from filing.

(Please see next page)

Name and address to return filed document:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip Code: \_\_\_\_\_

ORI-01032024-2337 State of Missouri  
No of Pages 4 Pages



Creation - LLC/LP/LLP

8.  Series LLC (OPTIONAL) Pursuant to Section 347.186, the foreign limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company under which it has been admitted to transact business in this state and are the following:

New Series:

The limited liability company gives notice that the series has limited liability.

New Series:

The limited liability company gives notice that the series has limited liability.

New Series:

The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 4A.)

In Affirmation thereof, the facts stated above are true and correct.

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

  
Authorized Signature

**Michael E Tarvin**  
Printed Name

01/02/2024  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

January 3<sup>rd</sup>, 2024

James C. Kirkpatrick State Information Center

600 W. Main St

Jefferson City, MO 65102

RE: Authorization to Release a Name Reservation

To Whom It May Concern:

I, Robert Bein, give authorization for the release of the Reserved Name, CMC Ozarks Rehabilitation, LLC, that was filed with the State of Missouri on November 8<sup>th</sup>, 2023.

A handwritten signature in black ink, appearing to read 'R. Bein', is written above a horizontal line.

By: Robert Bein

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CMC OZARKS REHABILITATION, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF JANUARY, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



  
Jeffrey W. Bullock, Secretary of State

2600431 8300

SR# 20240005745

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 202504031

Date: 01-02-24

Divider II



## **Project Narrative**

### **CMC Ozarks Rehabilitation, LLC**

CMC Ozarks Rehabilitation, LLC proposes to build and operate a new, state of the art, 63 bed rehabilitation hospital in Christian County, Missouri. CMC Ozarks Rehabilitation, LLC, is a Joint Venture between Select Medical Corporation and CoxHealth. CoxHealth and Select Medical will close existing rehab bed facilities when the new facility is built. This is a consolidation of services in a new joint venture.

Patient care and ancillary support areas will be designed to meet State and Federal design standards including NFPA (National Fire Protection Association), IBC (International Building Code), FGI (Facility Guidelines Institute) and ADA (Americans with Disabilities Act).

The following programmatic treatment services are listed for this hospital:

- General Rehabilitation
- Orthopedic Rehabilitation
- Amputee Rehabilitation
- Stroke Rehabilitation
- Brain injury Rehabilitation
- Traumatic brain injury Rehabilitation
- Spinal cord injury Rehabilitation

Specific discipline areas include:

- Physical Medicine and Rehabilitation MD services
- Rehabilitation nursing
- Physical Therapy
- Occupational Therapy
- Speech Language Pathology
- Recreational Therapy
- Dietary services
- Case Management
- MD consultative services as needed
- Wound Care Management
- Psychological services as needed

CMC Ozarks Rehabilitation, LLC believes the consolidation of services will improve our ability to recruit providers and staff, improve quality and consumer experience, and provide for higher utilization of current licensed beds in Southwest Missouri.



**Divider II.**

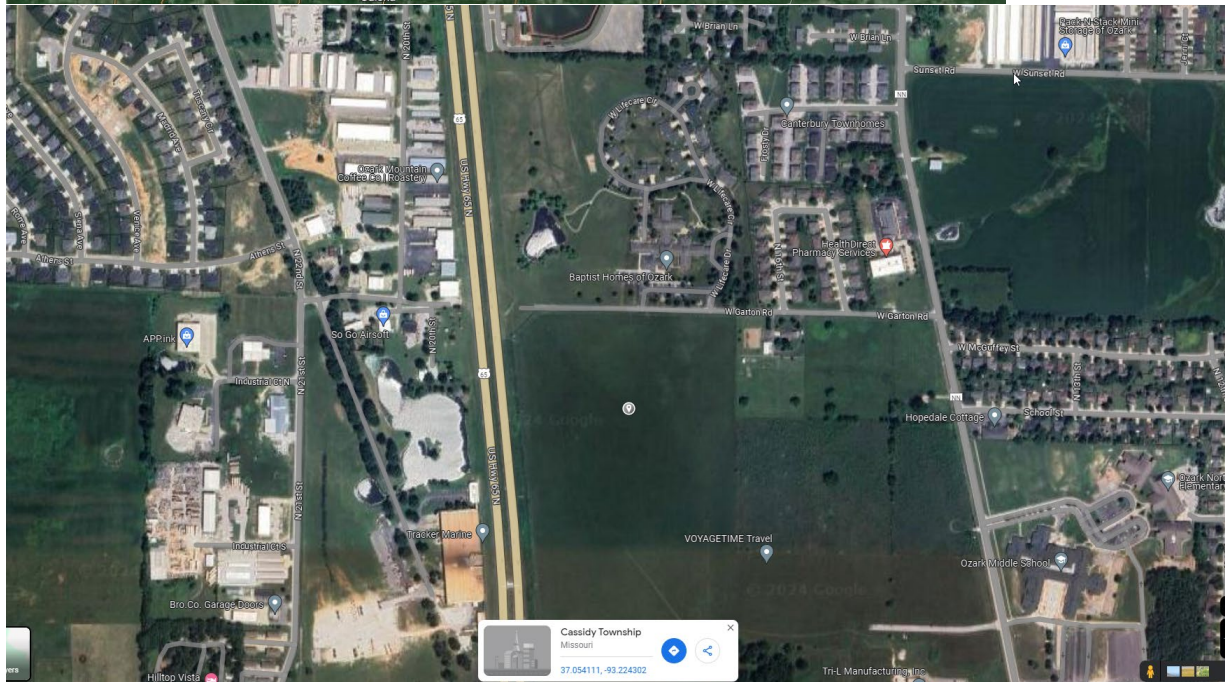
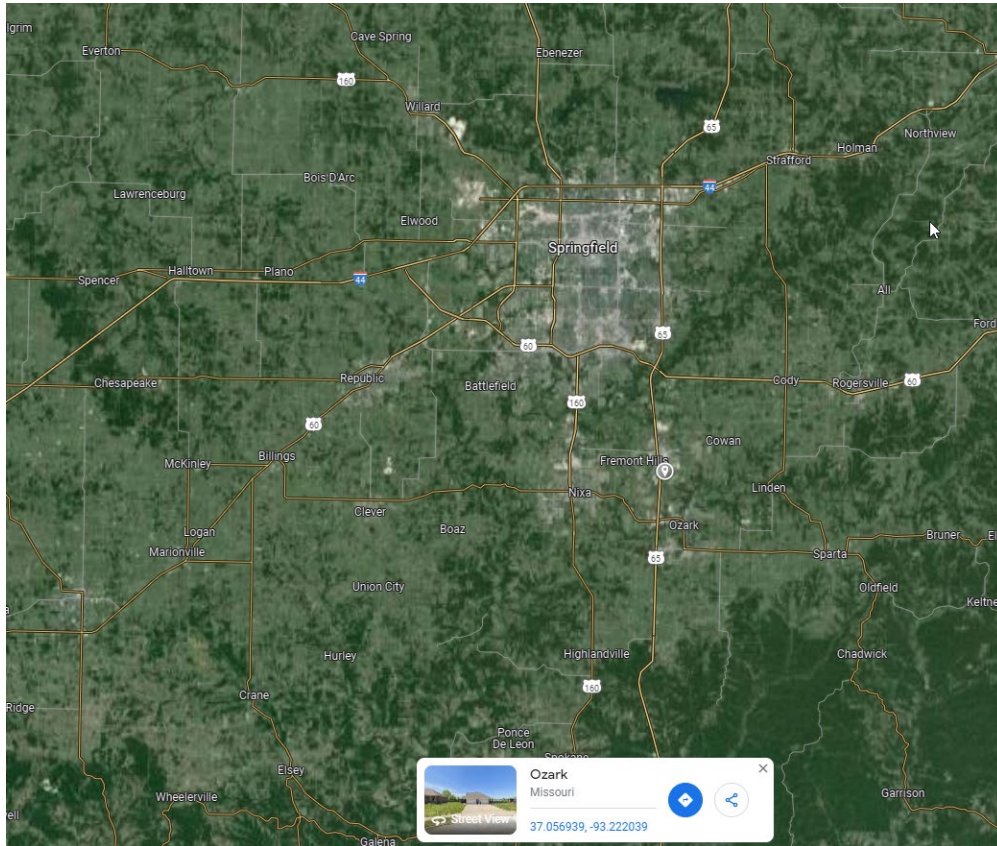
**II-2- Provide a proposed number of licensed beds by medical specialty.**

63 Rehabilitation Beds

# Ozark MO Cox IRF Schedule

Task Name	Start Date	Due Date	Duration	2024				2025				2026				2027				
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1 Design Contract	05/01/24	05/14/24	2w																	
2 Design SDs	05/15/24	05/28/24	2w																	
3 Design DDs	05/29/24	08/20/24	12w																	
4 Design CDs	08/21/24	11/12/24	12w																	
5 Owner Design Review 100% Check Set Issued	11/13/24	11/19/24	1w																	
6 MO DOH Plan Review (4 mo.)	11/20/24	03/20/25	17.38w																	
7 Permitting (3 mo.)	11/20/24	03/04/25	15w																	
8 Mobilization	01/20/25	03/14/25	8w																	
9 <b>IRF CONSTRUCTION (based on 17 mo. construction)</b>	03/20/25	08/20/26	74w																	
10 CLEAN / SET-UP	08/20/26	09/03/26	2w																	
11 SURVEY (City, AHCA Plans & Construction, AHCA Life Safety, Lisencing)	09/03/26	10/01/26	4w																	
12 GO LIVE	10/01/26	10/08/26	1w																	
13																				
14 note: 4.3452 weeks in a month (365/12/7)																				

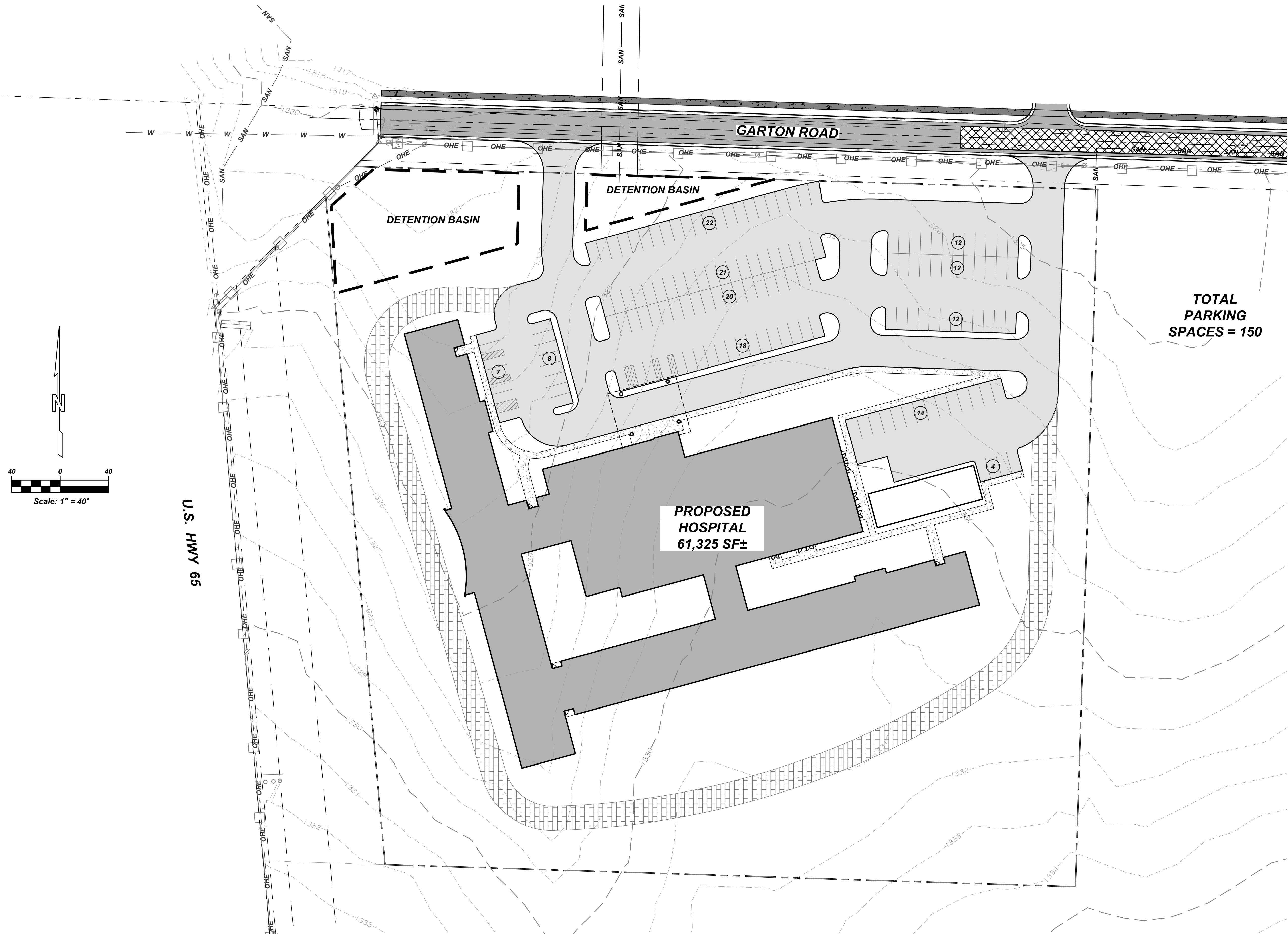
Divider II.4 Provide a Legible city or county map showing the exact location of the proposed facility



# SITE & DRAINAGE IMPROVEMENTS

## PROPOSED HOSPITAL

### OZARK, CHRISTIAN COUNTY, MO



C:\Users\DanOneDrive - CJW Transportation\Documents - CJW PROJECTS\2023\23147 - CoxHealth - Ozark\Design dwg\23147 PLM.dwg - LAST SAVED: 4/16/2024 2:35:04 PM - PLOTTED: 4/16/2024 3:08:14 PM

Prepared by:



CJW Transportation  
Consultants, L.L.C.  
MO C.A. #2006012385  
Springfield, MO 65810  
Tel: 417.889.3400  
Fax: 417.889.3402  
www.CJW.com

SITE AND DRAINAGE IMPROVEMENTS  
PROPOSED HOSPITAL  
OZARK, CHRISTIAN COUNTY, MO

Date:

No. / Description:

SURVEY BY	CJW
DATE	02-15-2023
DWG	23147 PLAN
DESIGN	CJW
DRAWN	CJW
CHECKED	CJW
SCALE HOR.	1"=40'
SCALE VERT.	N/A

CONCEPTUAL  
LAYOUT

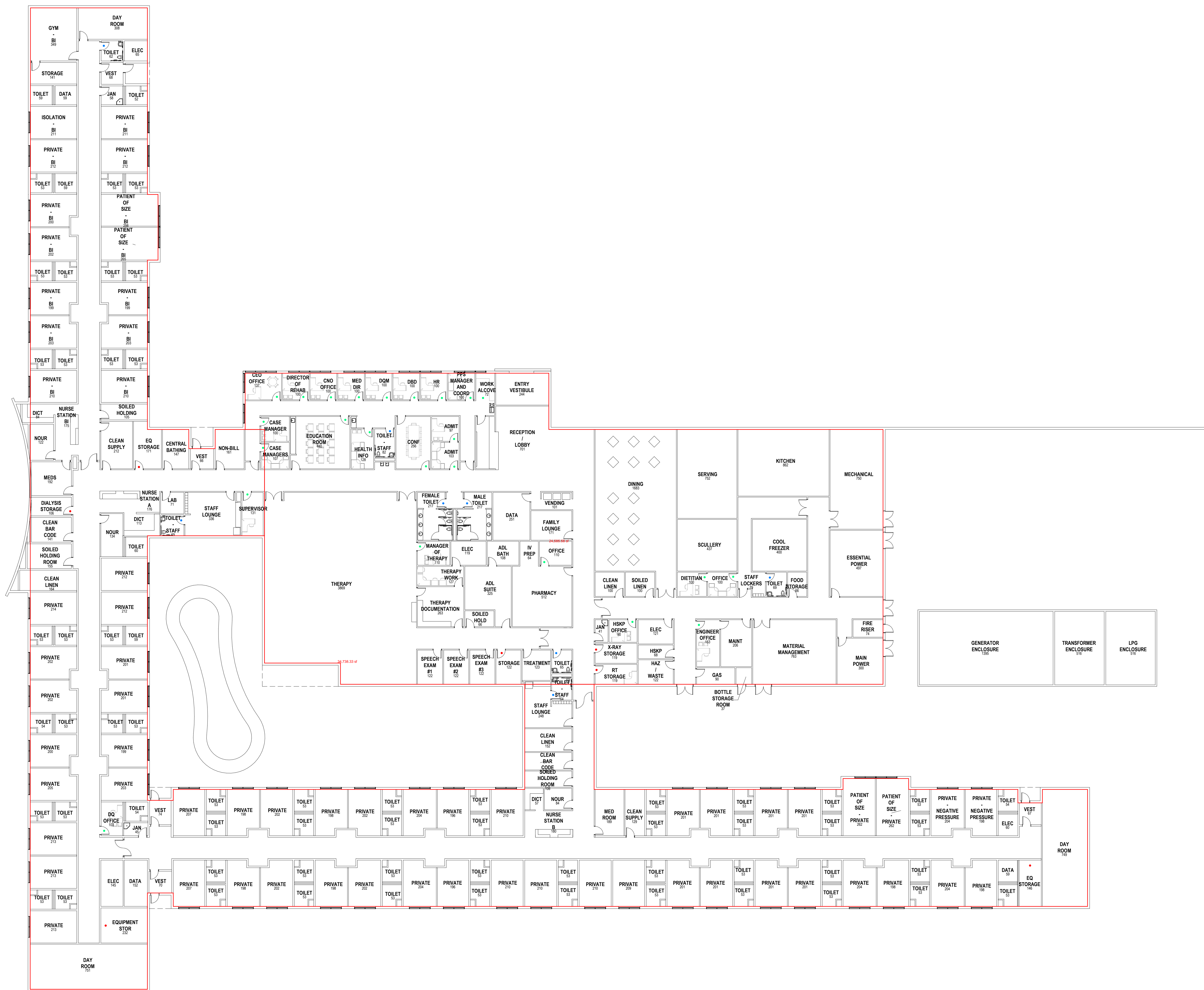
SHEET NO.

CS

CJW NO. 23147 OF 1



4/16/2024 9:43:24 AM Autodesk Docs\10264530\_Select\_Rehab\_New\_Inpatient\_Rehab\_Hospital\10264530-Select\_Rehab\_New\_Inpatient\_Rehab\_Hospital.rvt 08:10:18 PM



**1** LEVEL 01 OVERALL PLAN

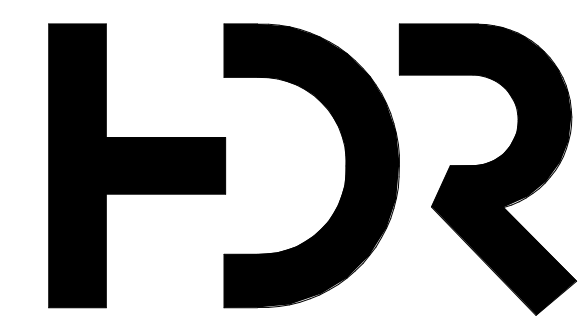
1/8" = 1'-0"

**63 Bed Hospital**  
**Gross: 59,323 SF (interior)**

**FLOOR PLAN LEGEND**

**FLOOR PLAN GENERAL NOTES**

**SHEET KEYNOTES**



HDR Architecture  
 HDR Kansas City  
 10450 Holmes Road,  
 Suite 600  
 Kansas City, MO  
 64131-3471

Select Rehab  
 New Inpatient Rehab  
 Hospital

99 Main Street  
 City, State Zip

MARK	DATE	DESCRIPTION

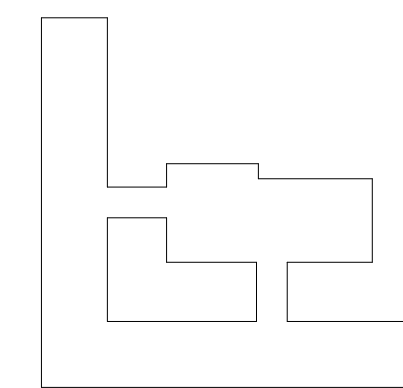
Project Number	10394350
Original Issue	11/26/2018

*PRELIMINARY*  
 NOT FOR CONSTRUCTION

Sheet Name  
**FLOOR PLAN - LEVEL  
 01**

Sheet Number  
**A-110**

Project Status  
 Project Status



## Knox, Kate

---

**From:** Chastain, John  
**Sent:** Monday, April 29, 2024 10:11 AM  
**To:** Knox, Kate  
**Subject:** Fwd: CMC Ozarks Rehabilitation, LLC | Ozarks Rehabilitation Hospital  
**Attachments:** 2024 DHSS Construction and Renovation Project Tracking Form.docx; 2024 Steps for State Inspection Process.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

### John Chastain MHA, CHFP, CSAF

VP of Finance & Revenue Cycle, VP Staff

Phone: (417) 269-7438 | Fax: (417) 269-3104 | Mobile: (417) 839-3234

[John.Chastain@coxhealth.com](mailto:John.Chastain@coxhealth.com)

[coxhealth.com](http://coxhealth.com)



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---

**From:** Bolcavage, Ted <TBolcavage@selectmedical.com>  
**Sent:** Monday, April 29, 2024 9:46:14 AM  
**To:** Chastain, John <John.Chastain@coxhealth.com>  
**Subject:** FW: CMC Ozarks Rehabilitation, LLC | Ozarks Rehabilitation Hospital

**CAUTION: This email originated from outside of the organization. Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe.**

Hi John, attached is the documentation that the architectural plans have been submitted to DHSS.

Ted

---

**From:** Belfer, Nikolay <NBelfer@selectmedical.com>  
**Sent:** Monday, April 29, 2024 7:12 AM  
**To:** Bolcavage, Ted <TBolcavage@selectmedical.com>  
**Subject:** FW: CMC Ozarks Rehabilitation, LLC | Ozarks Rehabilitation Hospital

Ted... Here's confirmation that initial schematic has been received by DOH and "H" number has been assigned.

**Nick Belfer | Design and Construction**  
**Select Medical | 717-215-4411**

---

**From:** DHSS HSLCARP <[HSLCARP@HEALTH.MO.GOV](mailto:HSLCARP@HEALTH.MO.GOV)>  
**Sent:** Friday, April 26, 2024 4:23 PM  
**To:** 'Gopal, Niyanta' <[Niyanta.Gopal@hdrinc.com](mailto:Niyanta.Gopal@hdrinc.com)>  
**Cc:** Belfer, Nikolay <[NBelfer@selectmedical.com](mailto:NBelfer@selectmedical.com)>; DHSS, ECU <[ECU@health.mo.gov](mailto:ECU@health.mo.gov)>; Dunlap, Terry <[Terry.Dunlap@health.mo.gov](mailto:Terry.Dunlap@health.mo.gov)>  
**Subject:** RE: CMC Ozarks Rehabilitation, LLC | Ozarks Rehabilitation Hospital

**WARNING:** This email originated from outside the organization. Please validate the sender's email address and do not click links or open attachments unless you recognize the sender and are expecting the message.

---

Good afternoon! Your project number is H-1983 and is assigned to Terry Dunlap for Life Safety Code. Please reference this number in future communications regarding this project. Also, please see attached for the current state inspection process and construction tracking form. These are the most current forms to be used on future projects.

Thank you.

**Becky Edvall**  
**Licensing Coordinator**  
Missouri Department of Health and Senior Services  
Bureau of Hospital Standards  
P: (573) 751-6303  
F: (573) 526-3621

CONFIDENTIALITY STATEMENT:

This electronic communication is from the Missouri Department of Health and Senior Services and is confidential, privileged and intended only for the use of the recipient named above. If you are not the intended recipient or the employee or agent responsible for delivering this information to the intended recipient, unauthorized disclosure, copying, distribution or use of the contents of this transmission is strictly prohibited. If you have received this message in error, please notify the sender immediately at the following e-mail address [rebecca.edvall@health.mo.gov](mailto:rebecca.edvall@health.mo.gov)

---

**From:** Gopal, Niyanta <[Niyanta.Gopal@hdrinc.com](mailto:Niyanta.Gopal@hdrinc.com)>  
**Sent:** Friday, April 19, 2024 7:22 AM  
**To:** DHSS HSLCARP <[HSLCARP@HEALTH.MO.GOV](mailto:HSLCARP@HEALTH.MO.GOV)>  
**Cc:** Belfer, Nikolay <[NBelfer@selectmedical.com](mailto:NBelfer@selectmedical.com)>  
**Subject:** CMC Ozarks Rehabilitation, LLC | Ozarks Rehabilitation Hospital

I wanted to submit the attached Project Tracking for to receive an H number for the Ozarks Rehabilitation Hospital. Please let me know if you have any questions.

Thanks,

**Niyanta Gopal, AIA**

*Associate Health Principal & Studio Leader*

**Divider II.**

**II-8 Provide the proposed square footage.**

The proposed facility will be 65,000 sq.ft



ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AGREEMENT (this “Assignment”) is made this 26<sup>th</sup> day of April, 2024 (“Effective Date”), by and between Lester E. Cox Medical Centers, a Missouri limited liability company (“Assignor”), and CMC Ozarks Rehabilitation, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor is the buyer under a Real Estate Purchase Agreement effective December 2, 2023, with Jai Ganesh Inc., a Missouri corporation (“Seller”), together with that First Amendment to Real Estate Purchase Agreement dated December 29, 2023 attached hereto and incorporated herein as Exhibit A (collectively, the “Purchase Agreement”);

WHEREAS, the Purchase Agreement provides for the sale of real property located in Ozark, Missouri from the Seller to Assignor;

WHEREAS, Section 18 of the Purchase Agreement permits Assignor to assign its rights and obligations under the Purchase Agreement without approval of the Seller; and

WHEREAS, Assignor and Assignee desire that Assignor assign its interest in the Purchase Agreement to Assignee and that Assignee assume the obligations under the Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Pursuant to Section 18 of the Purchase Agreement, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Purchase Agreement.

2. Assumption. Assignee hereby accepts the assignment of the Purchase Agreement and Assignee agrees to fully perform its obligations under the Purchase Agreement and agrees to assume and discharge the obligations of Assignor under the Purchase Agreement subject in each case to the terms and conditions set forth therein.

3. Indemnification.

- a. Assignor hereby agrees to indemnify, defend, and hold harmless Assignee, its successors and assigns, from and against any and all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees, charges, and expenses) arising from Assignor's breach or default of its obligations or duties under any the Purchase Agreement before the Effective Date.
- b. Assignee hereby agrees to indemnify, defend, and hold harmless Assignor, its successors and assigns, from and against any and all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees, charges,

and expenses) arising from Assignee's breach or default of its obligations or duties under the Purchase Agreement on or after the Effective Date.

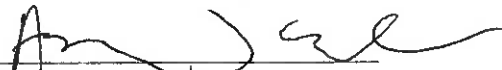
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri.

5. Counterparts; Delivery. This Assignment may be signed in multiple counterparts, each of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Assignment by facsimile or by Portable Document Format (PDF) sent via e-mail shall be equally as effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the day and year first written above.

ASSIGNOR:

LESTER E. COX MEDICAL CENTERS,  
a Missouri nonprofit corporation

By:   
Name: Ashley Casad  
Title: SVP, President Springfield Hospitals

ASSIGNEE:

CMC OZARKS REHABILITATION, LLC,  
a Delaware limited liability company

By: SELECT SPECIALTY HOSPITAL –  
SPRINGFIELD, INC, a Delaware  
Corporation, as Administrative Member


By:   
Name: J. Tyler Hollenbach  
Title: Vice President

EXHIBIT A

Real Estate Purchase Agreement

[attached]

## **REAL ESTATE PURCHASE AGREEMENT**

THIS REAL ESTATE PURCHASE AGREEMENT (this “Agreement”) is made and entered into effective as of the latest date set forth next to the signatures of the parties hereto (the “Effective Date”) by and between LESTER E. COX MEDICAL CENTERS, a Missouri nonprofit corporation, its successors and/or assigns (“Buyer”), and JAI GANESH INC., a Missouri corporation (“Seller”).

1. **Sale of Property.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and accept from Seller certain real estate consisting of approximately eight (8) acres located in the northwest corner of the parcel located in Christian County, Missouri with a property number of 11-0.2-10-000-000-011.003, as generally reflected on the map on Exhibit A attached hereto and incorporated herein (the “Property”). The legal description of the Property shall be based on the metes and bounds description reflected on an ALTA land title survey of the Property (the “Survey”) prepared by CJW Transportation Consultants, L.L.C., which legal description of the Property must be mutually acceptable to and approved in writing by Buyer and Seller.

2. **Purchase Price.** The estimated purchase price for the Property is Eight Hundred Forty Thousand and 00/100 Dollars (\$840,000.00). The exact acreage of the Property shall be as reflected on the Survey, and the actual purchase price for the Property shall be calculated upon the exact acreage of the Property times One Hundred Five Thousand and 00/100 Dollars (\$105,000.00) per acre (the “Purchase Price”). The Purchase Price shall be payable in cash, cashier’s check, or by wire transfer at Closing (as defined hereunder).

3. **Option to Purchase Additional Land.** Seller grants to Buyer an exclusive option to purchase up to an additional two (2) acres of property selected by Buyer that is contiguous to the Property (the “Option Property”). To exercise the option to purchase the Option Property, Buyer shall deliver to Seller written notice of Buyer’s intent to exercise the option prior to the end of the construction of any facilities on the Property. If Buyer exercises such option, the price of the Option Property shall be determined in the same manner set forth in Section 2 above. The conditions for due diligence, title review, closing conditions and closing of the Option Property shall be the same as those applicable to the Property as set forth in this Agreement (and treating the date of exercising the option over the Option Property as the Effective Date), and Seller agrees to submit any documents to the City of Ozark, Missouri (the “City”) necessary to adjust the lot lines of the Property to include the Option Property. The terms and conditions set forth in this Section 3 shall survive the Closing and delivery of the Deed therewith.

4. **Title.** Seller shall, by general warranty deed (the “Deed”), convey and transfer marketable fee simple title to the Property at Closing free and clear of all liens, encumbrances, assessments, taxes for years prior to Closing, and restrictions and covenants, but subject to any Permitted Exceptions not expressly objected to by Buyer in writing as provided below.

5. **Title Commitment, Survey, and other Reports.** Within ten (10) business days of the Effective Date, Seller shall provide to Buyer (i) a copy of any existing surveys of the Property, if available; (ii) a copy of any existing environmental studies or other studies and reports relating to the Property, if available; and (iii) a title insurance commitment (“Title Commitment”) issued

by Hogan Land Title Company in Springfield, Missouri (the “Title Company”) in which the Title Company shall commit to issue a current ALTA form owner’s policy of title insurance (“Owner’s Policy”), showing Buyer as the prospective named insured, showing the policy amount as the Purchase Price and showing the status of Seller’s title, and containing legible copies of all documents referred to in the Title Commitment. Buyer shall have a period of fifteen (15) business days (“Objection Period”) following its receipt of the Title Commitment, in which to examine the Title Commitment and, prior to the expiration of the Objection Period, shall advise Seller of any objections (“Title Objections”) Buyer may have to Seller’s title as shown in the Title Commitment. Seller shall then have a period of five (5) business days in which to notify Buyer in writing of those Title Objections it elects to cure. In the event Seller elects to cure less than all of the Title Objections, Buyer shall have the right to terminate this Agreement by giving Seller written notice thereof, and thereafter neither party shall have any further obligation hereunder. In the event Buyer does not terminate this Agreement, Seller shall have until five (5) days prior to Closing (the “Cure Period”) in which to cure the Title Objections it has elected to cure. In the event Seller is unable or unwilling to cure all of the Title Objections during the Cure Period, and Buyer has not agreed in writing to waive the uncured Title Objections, this Agreement shall terminate, and thereafter neither party shall have any further obligation hereunder. Promptly following the Closing, Seller will cause to be issued to Buyer an Owner’s Policy in an amount equal to the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to those title exceptions or requirements contained in the Title Commitment to which Buyer does not object or those title exceptions which Buyer has otherwise waived (collectively, “Permitted Exceptions”).

6. Due Diligence Period.

a. Buyer shall have a period of one hundred twenty (120) calendar days from the Effective Date (the “Due Diligence Period”) to inspect and investigate the Property, and Seller shall use reasonable efforts so that Buyer will have reasonable access to the Property to conduct such inspections and investigations. Buyer may conduct a complete physical inspection of the Property including, without limitation, preparation of boundary line or other surveys, soil sampling and boring tests, environmental and hazardous waste and substance investigations and such other inspections and investigations as Buyer may deem necessary. Buyer shall give Seller reasonable notice of its intended inspections.

b. Buyer shall have the absolute right to terminate this Agreement in Buyer’s sole discretion, without any excuse or reason whatsoever, at any time prior to the expiration of the Due Diligence Period upon written notice to Seller delivered prior to the expiration of the Due Diligence Period. In the event of such termination, neither party shall have any further obligation hereunder.

7. Closing. The transaction described in this Agreement shall occur (the “Closing”) fifteen (15) business days after the later of the expiration of the Due Diligence Period or the date all closing contingencies set forth in Section 8 have been met (the “Closing Date”), unless the Closing Date is accelerated or extended on the written agreement of both Buyer and Seller. However, if Closing does not occur before August 1, 2024, because the closing contingencies in Section 8 have not been satisfied or waived in writing by Buyer, Buyer may terminate this Agreement and neither party shall have any further obligation hereunder. All documents necessary

for the transfer of title as required hereunder and the completion of the transaction contemplated by this Agreement shall be executed on or before the Closing Date for delivery at Closing.

a. *Delivery of Documents by Seller.* At Closing, Seller shall execute and deliver, or cause to be executed and delivered, documents necessary to effect and complete the transfer of title to the Property, including but not limited to the following:

i. The Deed (in a form approved by Buyer) conveying good and marketable fee simple title to the Property free and clear of all liens, encumbrances, assessments, taxes for years prior to Closing, and restrictions and covenants, except for the Permitted Exceptions;

ii. A non-foreign affidavit;

iii. An Owner's Affidavit for the Property;

iv. Closing statement as prepared by the Title Company and approved by both parties; and

v. Such other documentation, approvals, or certificates as may be reasonably required by Title Company.

b. *Delivery of Documents by Buyer.* At Closing, Buyer shall execute and deliver, or cause to be executed and delivered, documents necessary to effect and complete the Closing and provide the following:

i. The amount of the Purchase Price in cash or by cashier's check or wire transfer, as adjusted for pro-rations and other costs or expenses as set forth on the closing statement prepared by Title Company as approved by both parties;

ii. Closing statement as prepared by the Title Company and approved by both parties; and

iii. Such other documentation, approvals, or certificates as may be reasonably required by Title Company.

8. Closing Contingencies. The Closing and Buyer's purchase of the Property shall be expressly contingent upon all of the following:

a. The Property is annexed to and is included within the corporate limits of the City;

b. The Property has been legally zoned to Zoning District "C-2" General Commercial District;

c. The applicable authorities for the City have approved the creation of the Property as a legal lot;

d. Buyer's determination that its intended use of the Property is economically feasible, taking into account the condition of the Property, access to the Property, utility easements or other easements affecting the Property, Buyer's ability to effect such development at a cost satisfactory to Buyer, engineering, architectural, and environmental tests and studies, and any and all other relevant matters;

e. A Certificate of Need has been issued by the Missouri Health Facilities Review Committee on or before August 1, 2024, to Buyer or Buyer's affiliate for the facility that is to be located on the Property; and

f. The Board of Directors for CoxHealth, a Missouri nonprofit corporation, has approved the transaction contemplated by this Agreement.

In the event any of the contingencies listed above do not occur, Buyer shall have the right to terminate this Agreement by giving Seller written notice thereof. In the event of such termination, neither party shall have any further obligation hereunder.

9. Seller's Covenants.

a. Seller agrees to support the annexation of the Property and shall by such deadline reasonably requested by Buyer, submit any documents necessary to cause the Property to be annexed to and be included within the corporate limits of the City;

b. Seller agrees to support zoning the Property to Zoning District "C-2" General Commercial District and shall by such deadline reasonably requested by Buyer, submit any documents necessary to cause such zoning of the Property;

c. Seller agrees to submit an application for minor subdivision and any other documents to the City necessary to legally create the Property on or before June 1, 2024, or such other deadline reasonably requested by Buyer; and

d. Seller shall refrain from and shall not grant any easements or take any zoning action or annexation action that may affect the Property without the prior approval from Buyer.

10. Seller's Representations. Seller represents and warrants to Buyer in connection with the Property that the following are true, accurate, and complete as of the Effective Date, which representations and warranties shall be automatically deemed to be restated on and as of the Closing Date, and all of which shall survive the Closing:

a. Seller is the sole owner of (and Buyer will acquire) the entire right, title, and interest in and to the Property subject only to Permitted Exceptions.

b. Seller has full power and authority to enter into this Agreement, to perform this Agreement, and to consummate the transactions contemplated hereby.

c. There are no parties in possession of any portion of the Property as lessees, licensees, or with the consent of Seller.

d. There has been no grant of mineral rights or drilling leases which affect any portion of the Property.

e. There are no contracts of employment, management, maintenance, service, or supply which affect any portion of the Property.

f. Seller warrants that there are no encroachments or boundary line disputes affecting the Property and there are no easements affecting the Property other than those reflected in the Title Commitment and on Buyer's Survey.

g. Seller has no knowledge of any pending condemnation or similar proceeding or assessment affecting the Property or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or assessment threatened or contemplated by any governmental entity or authority.

h. Seller knows of no pending, contemplated, or intended taking or action which would result in the termination of the current access from the Property to any of the presently existing roads adjoining the Property.

i. There is no pending litigation or administrative proceeding which could adversely affect the ability of Seller to perform any of its obligations hereunder, nor to the best knowledge and belief of Seller is any such litigation or proceeding contemplated.

j. Seller has not received notice, actual or constructive, from any source requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any federal, state, county or city statute, ordinance, code, rule or regulation, including zoning regulations, or stating that any investigation has been commenced or is contemplated regarding any of the foregoing, and Seller has no knowledge that any of the foregoing is pending or threatened.

k. Seller has no knowledge of the Property being used for any storage, processing, or disposal of any hazardous waste or materials and Seller has no knowledge of the existence of any hazardous waste or materials in, on, or under the Property or any surrounding property.

#### 11. Default.

a. *Seller's Remedies.* In the event Buyer fails to perform its obligations pursuant to this Agreement for any reason except failure by Seller to perform hereunder, Seller shall be entitled as its remedy to (i) waive such default and proceed to Closing or (ii) terminate this Agreement by giving Buyer written notice of such election prior to or at Closing.

b. *Buyer's Remedies.* In the event Seller fails to perform its obligations pursuant to this Agreement for any reason except failure by Buyer to perform hereunder, Buyer may elect to (i) waive such default and proceed to Closing, (ii) terminate this Agreement by giving Seller written notice of such election prior to or at Closing, or (iii) enforce specific performance or seek any other remedy available at law or equity.



c. *Attorneys' Fees.* In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable attorneys' fees and expenses expended or incurred in connection with such litigation.

12. Insurance; Maintenance; Casualty; Condemnation. Seller agrees to (i) maintain Seller's current liability insurance coverage, if any, on the Property until Closing, and (ii) do ordinary and necessary maintenance and upkeep to the Property, including mowing, through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged by fire, flood, or other casualty, Seller shall promptly provide written notice to Buyer of any such event. Upon receipt of Seller's notice of such occurrence, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) business days after receiving Seller's notice, terminate this Agreement, in which case neither party shall have any further obligations to the other. If this Agreement is not so terminated, Seller shall, at Closing, assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking. The provisions of this Section shall survive Closing and delivery of the Deed therewith.

13. Closing Costs.

a. *Seller's Costs.* Seller shall pay for its legal fees, the Title Commitment, and one-half (1/2) of the Closing fee or other costs charged by the Title Company.

b. *Buyer's Costs.* Buyer shall pay for the premium for the Owner's Policy, one-half (1/2) of the Closing fee or other costs charged by the Title Company, the costs of recording the Deed, its legal fees, and its due diligence expenses.

c. *Other Costs.* Any expenses, charges, and fees of the Closing not specifically allocated herein shall be borne by the parties in accordance with the general custom applicable in Springfield, Missouri.

14. Possession; Prorations. Possession of the Property will be delivered to Buyer on the Closing Date. All ad valorem real estate taxes, annual installments of special assessments, and other city, county, state, and school taxes and other assessments or impositions levied on or affecting the Property, including, without limitation, any association assessments (collectively "Real Estate Taxes") for the calendar year in which the Closing occurs shall be prorated to the Closing Date; provided, if the Real Estate Taxes for such calendar year are not known as of the Closing Date, the proration shall be computed using the best evidence and information available.

15. Brokerage. Seller shall pay all real estate commission, real estate finder's fee, real estate acquisition fee, or other real estate brokerage type compensation (collectively "Real Estate Compensation") owed to any broker, sales agent, or real estate consultants in connection with this Agreement or the transaction contemplated hereby. Seller shall indemnify and hold Buyer harmless from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and litigation costs) resulting from any claim for Real Estate Compensation by any

broker/realtor for the real estate transaction contemplated herein. The indemnity contained in this provision shall survive the closing of the transaction contemplated by this Agreement.

16. Notices. Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) telefacsimile transmission, or (e) e-mail sent to the intended addressee at the address set forth below, and shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address, or in the case of telefacsimile or e-mail transmission, upon electronic confirmation of receipt. Any such notices may be under the signature of Seller's or Buyer's (as the case may be) agent, attorney, or representative.

Buyer's address for notice:

Lester E. Cox Medical Centers  
Attn: Rod Schaffer, V.P. Facilities Management  
3850 S. National Ave., Suite 500  
Springfield, MO 65807  
Fax: (417) 269-3104  
Email: Rod.Schaffer@coxhealth.com

Seller's address for notice:

LAL GANESH INC.  
~~Attn: (Buyer)~~  
3710 ~~A~~ Crosswell Ave  
Springfield, MO 65803  
Fax: J  
E-mail: Harshad.Patel 04@gmail.com  
Cox

Either party may, from time to time, change its address by written notice to the other party at its then current address.

17. Entire Agreement. This Agreement constitutes the entire understanding between Buyer and Seller, and there are no agreements, understandings, warranties or representations between Buyer and Seller except as set forth herein. Except as set forth in Section 18 below, this Agreement cannot be amended except in writing executed by Buyer and Seller.

18. Assignment. Buyer may assign its rights and obligations under this Agreement without the approval of Seller.

19. Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of the parties hereto.

20. Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereunder.

21. Governing Law. The laws of the State of Missouri shall govern the validity, enforcement, and interpretation of this Agreement.

22. Time of the Essence. Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property.

23. Extension of Deadline. When the day, or the last day, for taking any action under this Agreement falls on Saturday, Sunday, or a Missouri or federal holiday the action may be taken on the next succeeding business day.

24. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

25. Counterparts; Facsimile/PDF. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but together they shall constitute one and the same contract. This Agreement may be executed and delivered by facsimile and other electronic transmission (e.g., by e-mail).

[SIGNATURE PAGE FOLLOWS]

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

This Agreement will expire on December 15, 2023, at 11:59 p.m. if it has not been accepted and signed by Seller by that date.

BUYER:

LESTER E. COX MEDICAL CENTERS, a Missouri nonprofit corporation, its successors and/or assigns

November 27, 2023  
Date

DocuSigned by:  
Rod Schaffer  
By: \_\_\_\_\_  
Name: Rod Schaffer  
Title: Vice President Facilities Management

SELLER:

JAI GANESH INC., a Missouri corporation

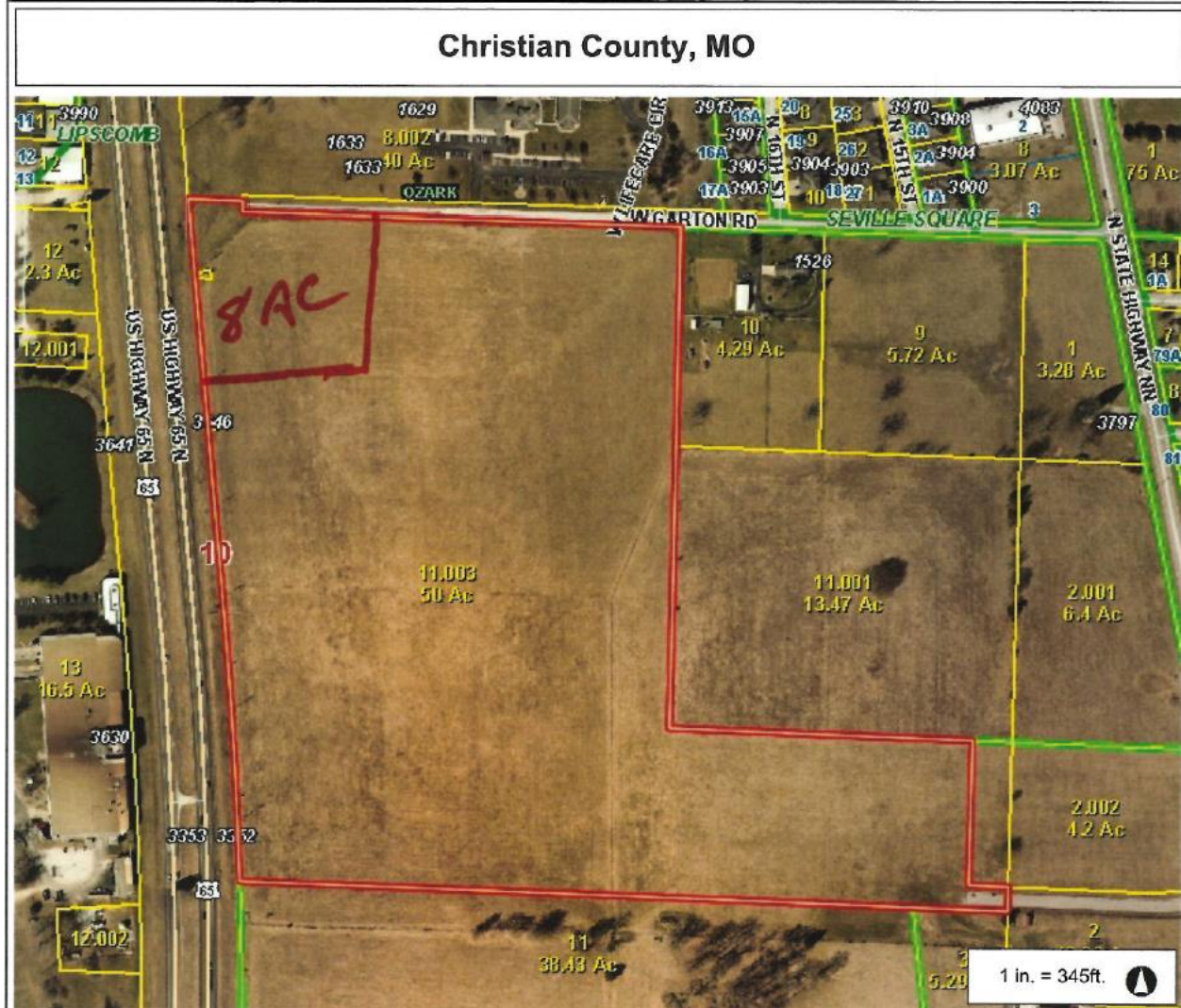
December 2, 2023  
Date

By: (Jai Ganesh Inc. - Buyer)  
Name: Manish Patel  
Title: PRESIDENT

EXHIBIT A

General Location of Property

(not to scale)



Divider II.10 Service Area Population Projections for 2025

<b>County ID</b>	<b>2025 County Projection</b>
Christian County, MO (29043)	95,977
Greene County, MO (29077)	303,498

**CoxHealth/Select Medical**  
**Ozark, MO New Rehabilitation Hospital**  
**Proforma**  
**5 Year Projection - P&L - Summary**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<u>Patient Days</u>					
Medicare Days	5,308	7,371	7,373	7,759	8,249
Non-Medicare Days	7,961	11,057	11,060	11,639	12,374
<b>Total Patient Days</b>	<b>13,269</b>	<b>18,428</b>	<b>18,433</b>	<b>19,398</b>	<b>20,623</b>
<u>ADC</u>					
Medicare	14.54	20.20	20.20	21.20	22.60
Non-Medicare	21.81	30.29	30.30	31.80	33.90
<b>Total ADC</b>	<b>36.35</b>	<b>50.49</b>	<b>50.50</b>	<b>53.00</b>	<b>56.50</b>
<b>Occupancy Percentage</b>	<b>57.7%</b>	<b>80.1%</b>	<b>80.2%</b>	<b>84.1%</b>	<b>89.7%</b>
<u>Revenues</u>					
Inpatient Net Revenue	25,057,428	36,784,868	37,529,728	39,516,266	42,850,948
Other Revenue	-	-	-	-	-
<b>Total Net Revenue</b>	<b>25,057,428</b>	<b>36,784,868</b>	<b>37,529,728</b>	<b>39,516,266</b>	<b>42,850,948</b>
Medicare Revenue Rate	\$ 1,929.91	\$ 2,040.00	\$ 2,080.80	\$ 2,122.42	\$ 2,164.86
Non-Medicare Revenue Rate	\$ 1,860.76	\$ 1,966.90	\$ 2,006.24	\$ 1,980.27	\$ 2,019.88
Total Revenue Rate	\$ 1,888.42	\$ 1,996.14	\$ 2,036.06	\$ 2,037.13	\$ 2,077.87
<u>Expenses</u>					
SWB	14,032,125	18,226,655	18,628,786	19,703,319	21,202,503
Lease/Rental Expense	69,323	98,201	100,190	107,547	116,622
Other Operating Expenses	5,367,107	5,895,937	5,331,572	5,562,099	5,881,349
Contracted Departments	815,189	1,154,778	1,178,161	1,264,671	1,371,394
Medical Supplies	631,204	894,149	912,255	979,240	1,061,876
<b>Total Operating Expenses</b>	<b>20,914,949</b>	<b>26,269,721</b>	<b>26,150,963</b>	<b>27,616,876</b>	<b>29,633,744</b>
<b>Income from Operations</b>	<b>4,142,479</b>	<b>10,515,147</b>	<b>11,378,764</b>	<b>11,899,390</b>	<b>13,217,204</b>
<u>Other Income (Expense)</u>					
Interest Expense	3,458,726	3,301,210	3,133,154	2,714,833	-
Depreciation & Amortization	2,361,457	2,361,457	2,361,457	2,361,457	2,361,457
Other	-	-	-	-	-
Total Other Income (Expense)	5,820,183	5,662,667	5,494,610	5,076,289	2,361,457
<b>Income before Taxes &amp; Mgt Fee</b>	<b>(1,677,703)</b>	<b>4,852,480</b>	<b>5,884,154</b>	<b>6,823,101</b>	<b>10,855,747</b>
Management Fee	1,754,020	2,574,941	2,627,081	2,766,139	2,999,566
<b>Net Income before Non-Controlling Interest</b>	<b>(3,431,723)</b>	<b>2,277,539</b>	<b>3,257,073</b>	<b>4,056,962</b>	<b>7,856,181</b>

## **Divider II.**

### **II-12 Identify specific community problems or unmet needs the proposal would address.**

We analyzed current volumes in the existing Rehab units which are the same amount of beds in the new proposed hospital. These volumes evidence the need for 63 Rehab beds in this market. Additionally, we analyzed historical acute care discharge volume to Rehabilitation hospitals across multiple markets to substantiate the need for the current size of the proposed hospital. This analysis suggest a need of a minimum of 53 beds. Lastly, conjoining services between Select Medical and CoxHealth will improve the ability to recruit providers and staff, improve quality and consumer experience, and provider for higher utilization of current licenses beds.

### **II-13 Provide the methods and assumptions used to project utilization.**

We analyzed current volumes in the existing Rehab units which are the same amount of beds in the new proposed hospital. These volumes evidence the need for 63 Rehab beds in this market. Additionally, we analyzed historical acute care discharge volume to Rehabilitation hospitals across multiple markets to substantiate the need for the current size of the proposed hospital. This analysis suggest a need of a minimum of 53 beds.

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

CoxHealth and Select Corporation currently operate rehab facilities in the state of Missouri. Both organizations collected consumer needs and preferences through providing patient care and receiving continuous patient feedback via customer satisfaction surveys, rounding and direct communication. CoxHealth also posted an announcement in the Springfield News Leader, which covers a market throughout Southwest Missouri, announcing the project and soliciting additional feedback. As of the application date, no additional feedback has been received.





April 11, 2024

Ms. Alison Dorge

Program Coordinator

Missouri CON program

CON Program Office

920 Wildwood Drive

Jefferson City, Mo 65109

Dear Ms.Dorge:

I have been made aware of the Certificate of Need application for the construction and operation of a 63 bed Rehabilitation Hospital in Christian County Missouri. This facility will be a joint venture between CoxHealth (49%) and Select Medical Corporation (51%) and will operate as CMC Ozarks Rehabilitation, LLC. I understand this state of the art facility will provide rehabilitation and treatment services such as general medical rehabilitation, orthopedic rehabilitation, amputee rehabilitation, stroke rehabilitation, traumatic brain injury rehabilitation, and spinal cord injury rehabilitation. It is also my understanding that patient care and ancillary support areas will be designed to meet State and Federal standards including NFPA, IBC, FGI and ADA.

I support CMC Ozarks Rehabilitation, LLC's Certificate of Need application for a new 63 bed Rehabilitation Hospital in Christian County Missouri.

Sincerely,



Ashley Casad

SVP & President, Cox Medical Center Springfield

CoxHealth



April 11, 2024

Ms. Alison Dorge

Program Coordinator

Missouri CON program

CON Program Office

920 Wildwood Drive

Jefferson City, Mo 65109

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I support CMC Ozarks Rehabilitation, LLC's Certificate of Need application for a new 63 bed Rehabilitation Hospital in Christian County Missouri.

Sincerely,

A handwritten signature in black ink that reads "Amanda Hedgpeth".

Amanda Hedgpeth

Executive Vice President

Chief Operating Officer

CoxHealth



April 11, 2024

Ms. Alison Dorge

Program Coordinator

Missouri CON program

CON Program Office

920 Wildwood Drive

Jefferson City, Mo 65109

Dear Ms.Dorge:

I have been made aware of the Certificate of Need application for the construction and operation of a 63 bed Rehabilitation Hospital in Christian County Missouri. This facility will be a joint venture between CoxHealth (49%) and Select Medical Corporation (51%) and will operate as CMC Ozarks Rehabilitation, LLC. I understand this state of the art facility will provide rehabilitation and treatment services such as general medical rehabilitation, orthopedic rehabilitation, amputee rehabilitation, stroke rehabilitation, traumatic brain injury rehabilitation, and spinal cord injury rehabilitation. It is also my understanding that patient care and ancillary support areas will be designed to meet State and Federal standards including NFPA, IBC, FGI and ADA.

I support CMC Ozarks Rehabilitation, LLC's Certificate of Need application for a new 63 bed Rehabilitation Hospital in Christian County Missouri.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Usery" with a stylized flourish at the end.

Dr. Shawn Usery

SVP & Chief Medical Officer

CoxHealth

## Job Details

Order Number:

**LCLM0087638**

Classification:

[Public Notices](#)

Package:

[General Package](#)

Base amount:

**\$806.40**

Service fee:

**\$32.18**

Cash/Check/ACH



Discount:

**-\$0.00**

Total payment:

**\$838.58**

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save! In no event are service fees refundable.

Payment Type:

[visa](#)

## Account Details

Janice Evans

1423 N Jefferson Ave

Springfield, MO 65802

417-827-3878

[janice.evans@coxhealth.com](mailto:janice.evans@coxhealth.com)

CoxHealth

Credit Card - visa \*\*\*\*\*8990

CoxHealth and Select Medical Corporation  
CoxHealth and Select Medical Corporation are proposing to build a new, state of the art, 63 bed, Rehabilitation Hospital. Located in Christian County, this facility will provide services such as General Rehabilitation, Orthopedic Rehabilitation, Stroke Rehabilitation, and more. A letter of intent has been filed with the Missouri Health Facilities Review Committee.

Please provide comments or feedback directly to John Chastain at 3850 S. National Ave, Springfield, MO 65807 or email at [John.Chastain@coxhealth.com](mailto:John.Chastain@coxhealth.com).

Publication Dates

L00000000

## Schedule for ad number

**LCLM00876380**

**Wed Apr 17, 2024**

**Springfield News-Leader**

*All Zones*

**Thu Apr 18, 2024**

**Springfield News-Leader**

*All Zones*

**Fri Apr 19, 2024**

**Springfield News-Leader**

*All Zones*

**Mon Apr 22, 2024**

**Springfield News-Leader**

*All Zones*

**Tue Apr 23, 2024**

**Springfield News-Leader**

*All Zones*

**Wed Apr 24, 2024**

**Springfield News-Leader**

*All Zones*

**Thu Apr 25, 2024**

**Springfield News-Leader**

*All Zones*

**Fri Apr 26, 2024**

**Springfield News-Leader**

*All Zones*

**Mon Apr 29, 2024**

**Springfield News-Leader**

*All Zones*

**Tue Apr 30, 2024**

**Springfield News-Leader**

*All Zones*

**Wed May 1, 2024**

**Springfield News-Leader**

*All Zones*

**Thu May 2, 2024**

**Springfield News-Leader**

*All Zones*

**Fri May 3, 2024**

**Springfield News-Leader**

*All Zones*

**Sun May 5, 2024**

**Springfield News-Leader**

*All Zones*

April 11, 2024

John Myers  
President, Mercy Springfield Communities  
1235 E Cherokee Street  
Springfield, Missouri 65804

Mr. John Myers,

CoxHealth and Select Medical Corporation are applying to the Missouri Health Facilities Review Committee for approval of a new 63 bed, Rehabilitation Hospital. This facility will be located in Christian County. We are regulatory required to notify affected facilities in the proposed service area.

If you have questions or concerns about this project, please feel free to contact me directly.

Thank you,

John Chastain  
VP, Finance & Revenue Cycle  
CoxHealth

Divider III

## Divider III

### III-1 Document the methodology utilized to determine the need for the proposed hospital.

We analyzed current volumes in the existing Rehab units which are the same amount of beds in the new proposed hospital. These volumes evidence the need for 63 Rehab beds in this market. Additionally, we analyzed historical acute care discharge volume to Rehabilitation hospitals across multiple markets to substantiate the need for the current size of the proposed hospital. This analysis suggest a need of a minimum of 53 beds.

### III-2 Provide the most recent three (3) FULL years of evidence that the average occupancy of the same type(s) of beds at each other hospital in the proposed service area exceeds eighty percent (80%).

Last 3 years of Occupancy for CoxHealth Rehab beds at Meyer Orthopedic Hospital. While below 80%, this facility was impacted by disruptions from COVID-19 and the loss of key physicians. The ability to recruit and retain physicians is a key factor driving the joint venture between Select and CoxHealth. It is also worth reiterating that this project does not create new beds, but consolidates beds, physicians and clinical staff between existing CoxHealth and Select facilities in to a single 63 bed Rehab Hospital. Select Medical's rehab unit was opened January 2023. Goals of service consolidation is to provide higher utilization of current licensed beds and improve recruitment of providers and staff.

CoxHealth Rehab Occupancy		
FY21	FY22	FY23
69.20%	57.40%	58.70%

Select Medical Rehab Occupancy		
2023		2024- Q1
56%		74%

### III-3 Discuss the impact of the proposed hospital would have on utilization of other hospitals in the geographic service area.

There would not be any impact as we are not asking to add any new beds. We are just consolidating existing Rehabilitation hospital beds at CoxHealth and Select Specialty Hospital into one central location to provide more efficient, centralize, state of the art care for Rehabilitation patients.

### III-4 Document the unmet need in the geographic service area for each type of bed being proposed according to the population-based need formula.

There would not be any anticipated unmet need as we are not asking to add or remove any beds. We analyzed current volumes in the existing Rehab units which are the same amount of beds in the new proposed hospital. These volumes evidence the need for 63 Rehab beds in this market. Additionally, we analyzed historical acute care discharge volume to Rehabilitation hospitals across multiple markets to substantiate the need for the current size of the proposed hospital. This analysis suggest a need of a minimum of 53 beds.

Divider IV



## Divider IV

### IV-1 Document the proposed costs per square foot are reasonable when compared to the latest "RS Means Construction Cost data"

Construction budget of \$40,200,960 (pg.9) for a 65,000 square foot facility is approximately \$618 per square foot. RS Means estimates median construction costs as \$423 per square foot for other Missouri areas (see below). RS Means is one of many construction estimating tools in the industry. Past experience has shown, if RS Means is to be used in our market, a modifying factor of 1.4 needs to be added to their base square foot number. This is for market conditions, material costs and shortages, inflation and labor demands and shortages stemming from the Pandemic. Today's cost for our new clinics are at \$400sf. Our Clinic remodel costs are at \$210sf. Interior remodels of our existing hospitals range from \$400 to \$600sf depending on complexity. These numbers are all validated through 3rd party consultants, our Architects and our internal database of project archives.

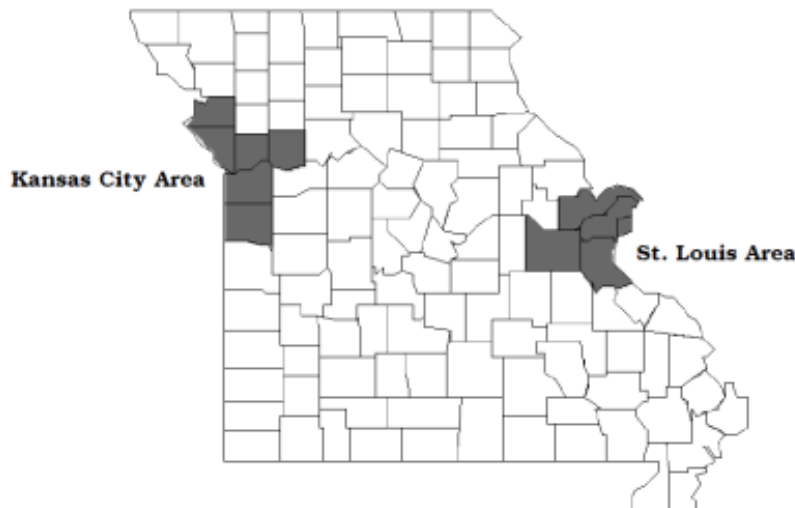
### RS Means Cost Data

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

Source: 2024 RS Means Building Construction Cost Data

Type of Facility	Percentile	St. Louis Area	Kansas City Area	Other Missouri Area
Hospital	3/4	492.50	497.50	455.00
Cost Per Sq. Ft.	Median	458.03	462.68	423.15
Nursing Home/ Assisted Living Facility**	3/4	263.00	265.67	242.97
Cost Per Sq. Ft.	Median	198.97	200.99	183.82

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



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

SMBC LEASING AND FINANCE, INC.

277 Park Avenue

New York, NY 10172, U.S.A.

Adam Petrasovic  
Director  
Phone: (212) 224-5228  
E-mail: apetrasovic@smbc-lf.com

March 25, 2024

Mr. John Tyler Hollenbach  
Vice President, Business Development & Strategic Investments  
Select Medical Corporation  
4714 Gettysburg Road  
Mechanicsburg, PA 17055

Dear Tyler:

SMBC Leasing and Finance, Inc. ("SMBC-LF") is pleased to provide this proposal for a secured financing (the "Loan") of a new 63 bed rehabilitation hospital (the "Facility") to be located on a piece of land to be identified by the Borrower (as defined herein) prior to the Closing Date.

The following are the highlighted key terms of our proposal.

Loan Commitment Amount: Up to \$55,000,000.

Lender: Sumitomo Mitsui Banking Corporation ("SMBC").

Borrower: CMC Ozarks Rehabilitation, LLC - A joint venture that will operate the hospital with Lester E. Cox Medical Centers ("Cox"), a 49% joint venture partner and Select Specialty Hospital – Springfield, Inc. ("Select Medical"), a 51% joint venture partner.

Guarantors: Cox Health and Select Medical Corporation, as parents of Cox and Select Medical referred to above, respectively, will each provide a pro rata guaranty of all of the Borrower's obligations under the Loan based on their percentage ownership of the Borrower.

Arranger and Admin Agent: SMBC Leasing and Finance, Inc. ("SMBC-LF").

Closing Date: July 31, 2024 or such later date as mutually agreed by the parties.

Lender's Counsel: Baker Donelson Bearman Caldwell & Berkowitz PC.

Construction: So long as no Event of Default has occurred and is continuing or would have occurred except for the passing of time or the giving of notice, the Lender will make Advances for the construction costs of the improvements, and capitalized interest, fees and expenses (see Advances below).

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**Advances:** Lender will make Advances to the Borrower for all costs and expenses required for the construction and development of the improvements so long as no Event of Default has occurred and is continuing or would have occurred except for the passing of time or the giving of notice. The Lender will fund once per month:

- i) invoices associated with the site acquisition costs and the improvements costs (including both hard and soft costs) and to be paid prior to the next funding date that are approved by the Borrower; and
- ii) accrued but unpaid, interest, fees and expenses

The sum of (i) and (ii) will constitute a "Total Advance."

**Loan Balance:** The Loan Balance at any point in time will equal (i) the sum of all Advances under the Loan, which includes all capitalized fees and transaction costs, less (ii) Amortization payments (defined below), less (iii) condemnation and casualty amounts received from insurance policies, which are actually used to reduce the Loan Balance.

**Term:** 84 months which shall consist of an 18-month drawdown period to fund construction (the "Availability Period").

**Amortization:** After the expiration of the Availability Period, 12 months of interest only followed by monthly amortization based on a 15-year mortgage style amortization schedule. The Loan may be repaid in full at any time; provided that the Borrower shall pay to the Lender the amount, if any, required to compensate Lender for any breakage costs or any other loss, cost, or expense incurred by reason of the termination of any swap or interest rate protection arrangements acquired or entered into by Lender or its affiliate to fund its obligations hereunder (collectively "Break Costs"), and, if the termination of any such swap or interest rate protection agreement results in the swap counterparty paying amounts to the Lender ("Swap Benefits"), the Lender shall pay to the Borrower the net amount of any such Swap Benefits.

**Loan Rate:** During the Availability Period, the Loan Balance will accrue interest based on a rate equal to the sum of (i) one month Term SOFR, plus (ii) the Loan Margin, plus (iii) the SOFR Adjustment.

Upon expiration of the Availability Period, subject to Borrower's request at such time, the Loan Rate may be fixed. The fixed Loan Rate shall be based upon the equivalent obtained by swapping the sum of (i) applicable swap rate corresponding with the length of the remaining loan term and amortization profile, (ii) plus the

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Loan Margin, plus (iii) the SOFR Adjustment, plus (iv) the Swap Margin, all calculated on an A/360 day count basis but paid on a 30/360 day count basis.

- Loan Margin: 287.5 bps per annum.
- SOFR Adjustment: 10 bps per annum.
- Swap Margin: 7.5 bps per annum, applicable only if Loan Rate is fixed.
- Unused Fee: During the availability period, the Borrower will pay an unused fee in the amount of 50 basis points per annum on the unused portion of the Loan Commitment Amount. The Unused Fee may be capitalized into the Loan Balance during the Availability Period.
- Administrative Fee: Commencing on the first Payment Date after the Closing Date, and continuing on each Payment Date thereafter, the Borrower will pay to the Administrative Agent an administrative agency fee at a rate per annum equal to .25% (the "Administrative Agency Fee") on the Loan Balance immediately prior to giving effect to any Advance or loan repayment on such Payment Date. During the Availability Period, the Administrative Agency Fee may be funded through an Advance. Commencing with the first Payment Date after the end of the Availability Period, the Administrative Agency Fee will be paid directly by the Borrower.
- Arrangement Fee: 70 basis points on the Loan Commitment Amount payable on the Closing Date to the Arranger. The Arrangement Fee may be funded through an Advance.
- Financial and Negative Covenants: There will be no financial covenants related to the Guarantors.
- Representations and Warranties: The Loan Agreement and each Guaranty will contain the customary and usual representations and warranties to be made as of the Closing Date including, without limitation, representations regarding corporate existence and standing, authorization and validity, subsidiaries, litigation, contingent obligations, financial statements, lack of material adverse change, use of proceeds, no consents, taxes, title to properties, ERISA, compliance with laws, insurance, absence of default or unmatured default, disclosure, environmental and safety, absence of default under

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New York, NY 10172, U.S.A.

contractual obligations and absence of burdensome restrictions and continued accuracy of representations.

**Collateral:**

The Loan will be secured by either (i) a first priority lien on the Borrower's ground leasehold interest in the Land and the Facility, or (ii) a fee simple mortgage. If the property is subject to a ground lease, the ground lessor (and any fee mortgagee) shall be required to execute and deliver a recognition agreement, in form and substance satisfactory to the Lender.

**Events of Default:**

The Loan Agreement shall set forth appropriate Events of Default, which shall include, but may not be limited, to the following, subject to extended notice and cure rights to be agreed upon and set forth in the Loan Agreement:

- Failure to pay principal or interest when due.
- Failure to pay any other amounts due.
- Insolvency or bankruptcy of the Borrower or Guarantors.
- Violation of any Covenant in the Loan Agreement or Guaranty (as described above).
- Failure to perform any other obligations or covenants under the Loan Agreement.
- Material breach of any representation or warranty made by Borrower or Guarantors.
- A default under other material indebtedness of the Borrower, subject to a threshold to be agreed upon.
- An acceleration of the revolving credit facility of either Guarantor, which will be limited to material enterprise credit obligations.
- Failure to maintain specified insurance on the Facility.

Borrower shall warrant that no Event of Default currently exists or would exist with the giving of notice and the passage of time.

**Insurance:**

The Borrower shall maintain, at its expense, comprehensive general liability insurance with respect to the Asset covering both bodily injury and damage to the

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New York, NY 10172, U.S.A.

Asset. Such policies shall provide for coverage in scope and amount consistent with both industry standards applicable to similarly situated companies and the insurance Borrower and Guarantors carry for similar assets owned by the Borrower, the Guarantors and their affiliates.

The general liability insurance policy shall name the Lender (together with its officers, directors, employees and agents) as additional insureds. Proof of coverage will be provided prior to the Closing Date and 30 days prior to the expiration of each policy.

In addition, the Borrower shall be responsible for providing all-risk physical damage insurance the Asset; provided that the amount of such insurance shall be no less than the greater of (i) the Loan Balance, and (ii) 100% of the replacement cost of the Asset. The Lender shall be named as additional insured, as its interest may appear, and shall be named as the mortgagee in all insurance policies covering physical damage carried with respect to the Asset.

During construction the Borrower, shall purchase a comprehensive builder's risk insurance policy with minimal deductibles. The insurance policy (including all deductibles) and documentation requirements must be acceptable to the Lender and its counsel.

The insurance coverage shall be obtained with companies which carry a current rating by A.M. Best Company of at least "A" for general policyholder and a financial rating of at least "VIII".

- Casualty: In the event of a casualty loss, the Loan Agreement will contain conventional provisions whereby, subject to acceptable thresholds and conditions, so long as no Event of Default has occurred and is continuing, the proceeds shall be released to the Borrower to reconstruct/replace/repair the Facility, as applicable, and/or reduce the Loan Balance, at Borrower's election.
- Indemnifications: The Loan Agreement will contain customary and usual indemnification provisions.
- Governing Law: The transaction documents will be governed by New York Law.
- Appraisal: An appraiser mutually satisfactory to the Lender and Borrower will, prior to the Closing Date, provide a "FIRREA" appraisal of the fair market value of the Facility as constructed.
- Environmental: Prior to closing, an environmental engineer acceptable to the Lender will perform

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a Phase I environmental audit of each site, including but not limited to any follow-on reports based on results of initial Phase I such as a Phase II or limited site investigation, which must be acceptable to the Lender and its counsel in all respects.

**Financial Reporting:**

The Borrower shall provide to the Lender, financial information from time to time, including a balance sheet, income statement and statement of cash flows, as well as certificate of compliance indicating compliance with the terms of the Loan Agreement and signed by a responsible officer of the Borrower on the following basis:

- (a) Annual audited statements within 90 days of each fiscal year end;
- (b) quarterly unaudited statements within 45 days of the end of the first three fiscal quarters of each fiscal year;
- (c) a certificate of the chief financial officer or treasurer of the Borrower with the calculation of the Borrower's debt service coverage ratio; and.
- (d) a compliance certificate signed by the chief executive officer, chief financial officer or treasurer of the Borrower (a "Compliance Certificate") with the quarterly and annual financial statements. The Compliance Certificate shall state:
  - i. No default has occurred and is continuing;
  - ii. Representation and warranties are true and correct.

Each Guarantor will agree to provide annual audited financial statements and quarterly unaudited financial statements if such statements are not otherwise publicly available.

**Conditions Precedent to Closing:**

- Borrower's acceptance of the summary terms and conditions described in this indicative proposal;
- Negotiation of mutually acceptable documentation;
- Lender's, completion of its due diligence investigations with satisfactory results;

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- Lender's receipt of satisfactory credit approval;
- Lender's receipt of a satisfactory appraisal and Phase I environmental report;
- No material adverse change in Borrower's or each Guarantor's financial condition;
- Receipt of insurance certificates evidencing coverage outlined under the Loan Agreement;
- Evidence of all required governmental permits and approvals necessary to enter into the Transaction;
- Satisfactory review of Borrower's joint venture agreement and Board governance policies;
- Evidence of all assignments of interests in the equipment, related documentation, as required by the parties; and
- No default or event that with the giving of notice and/or passage of time would become an Event of Default has occurred and is continuing.

**Transaction Costs:**

All of Lender's and Arranger's reasonable out-of-pocket expenses, as well as the other fees and expenses associated with the proposed Transaction are for the account of the Borrower and will be paid by the Borrower (or the Guarantors on a pro rata basis) whether or not the proposed Transaction should close. Other fees and expenses include, but are not limited to, the cost of Lender's legal counsel and expenses and costs of the Lender associated with collecting any fees and expenses. The fees and expenses may be funded through an Advance. The fee for SMBC-LF's counsel will not exceed \$125,000, plus expenses, for the Transaction (including, without limitation, negotiation of a recognition agreement with the ground lessor and guarantees); provided that (a) the structure of the Transaction is not changed substantially from that set forth in this Term Sheet, and (b) the Transaction documents will be finalized in a manner reasonably satisfactory to the parties and with a level of negotiation not unusual for transactions comparable to the Transaction and for parties comparable to the parties involved in the Transaction. The cost of an appraisal will be capped at \$20,000 plus expenses.



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277 Park Avenue  
New York, NY 10172, U.S.A.

This letter does not constitute a commitment to provide financing on the part of SMBC, SMBC-LF or any of their affiliates, or a binding contractual obligation on the part of any party, except that upon execution hereof, the Guarantors shall be bound to pay transaction costs as set forth in the preceding paragraph, whether or not the Transaction closes. Such a commitment remains subject to receipt of all internal approvals, and the negotiation, execution and delivery of definitive legal documents, in the sole and exclusive discretion of each party.

Please feel free to contact me at (212) 224-5228 with any questions or comments regarding this proposal. We look forward to working with you on this transaction.

Sincerely,



Adam Petrasovic  
Director  
SMBC Leasing and Finance, Inc.  
277 Park Avenue  
New York, NY 10172  
[apetrasovic@smbc-lf.com](mailto:apetrasovic@smbc-lf.com)

SMBC LEASING AND FINANCE, INC.

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New York, NY 10172, U.S.A.

These Indicative Terms and Conditions represent the basis on which Borrower, CoxHealth and Select Medical Corporation are interested in pursuing a transaction.

**Cox Health**By: Jacob M WayTitle: EVP/CSODate: 3/25/2024**Select Medical Corporation**By: Ted BalcaroggeTitle: UP Hospital Project Mgmt & PlanningDate: March 25, 2024



# SERVICE-SPECIFIC REVENUES AND EXPENSES

**Project Title:** CoxHealth Rehabilitation Hospital      **Project #:** 6105HS

## Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion

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

	<b>Year</b>		
	<u>2027</u>	<u>2028</u>	<u>2029</u>
<b>Amount of Utilization:*</b>	13,269	18,428	18,433
<b>Revenue:</b>			
Average Charge**	\$2,551	\$2,697	\$2,751
Gross Revenue	\$33,849,219	\$49,700,316	\$50,709,183
Revenue Deductions	8,791,791	12,915,448	13,179,455
Operating Revenue	25,057,428	36,784,868	37,529,728
Other Revenue	0	0	0
<b>TOTAL REVENUE</b>	<b>\$25,057,428</b>	<b>\$36,784,868</b>	<b>\$37,529,728</b>
<b>Expenses:</b>			
Direct Expenses			
Salaries	14,032,125	18,226,655	18,628,786
Fees	1,754,020	2,574,941	2,627,081
Supplies	631,204	894,149	912,255
Other	6,251,619	7,148,916	6,609,923
<b>TOTAL DIRECT</b>	<b>\$22,668,968</b>	<b>\$28,844,661</b>	<b>\$28,778,045</b>
Indirect Expenses			
Depreciation	2,361,457	2,361,457	2,361,457
Interest***	3,458,726	3,301,210	3,133,154
Rent/Lease	0	0	0
Overhead****	0	0	0
<b>TOTAL INDIRECT</b>	<b>\$5,820,183</b>	<b>\$5,662,667</b>	<b>\$5,494,611</b>
<b>TOTAL EXPENSES</b>	<b>\$28,489,151</b>	<b>\$34,507,328</b>	<b>\$34,272,656</b>
<b>NET INCOME (LOSS):</b>	<b>-\$3,431,723</b>	<b>\$2,277,540</b>	<b>\$3,257,072</b>

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

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

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

\*\*\*\*Indicate how overhead was calculated.

## **Divider IV**

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

Charges are based on current market conditions and reflective of Medicare, Medicaid and Commercial payer payment structure.

## Financial Assistance Policy

CoxHealth Rehabilitation Hospital wants to help patients who do not have health insurance or who need help paying their hospital bills. As a for profit health care organization, CoxHealth Rehabilitation Hospital cares about our patients and the communities we serve through better health and better health care.

Our staff can help you with the following:

- Apply for health insurance through the Marketplace
- Apply for Medicaid assistance or Disability
- Determine if you qualify for Financial Assistance from CoxHealth Rehabilitation

### CoxHealth Rehabilitation Hospital

First and foremost, your financial circumstances will not affect your care. All patients are treated with respect and fairness. Patients who meet certain income guidelines may qualify for CoxHealth Rehabilitation Hospital Financial Assistance, including reduced hospital charges and payment plans.

Subject to the attached **Schedule 1**, patients who are eligible for Financial Assistance will be billed not more than the amounts generally billed to individuals who have insurance covering such care. Information regarding amounts generally billed and its calculation is available on the attached **Schedule 1**, by speaking with a Financial Counselor or by calling the numbers below.

Financial Assistance approval will be in effect for 6 months from the date of approval. Exceptions to the Financial Assistance qualification criteria will be considered on an individual basis.

### Medical Qualifications for Financial Assistance

CoxHealth Rehabilitation Hospital will provide, without exception, care for emergency medical conditions to all patients seeking such care, regardless of ability to pay or to

qualify for Financial Assistance, in accordance with the requirements of the Emergency Medical Treatment and Active Labor Act (EMTALA).

Financial Assistance is available only for emergency and medically necessary services. It does not apply to elective procedures such as cosmetic surgery. It also does not apply to the portion of your services that have been paid for by a third party such as an insurance company or government program.

### Income Guidelines for Financial Assistance

The amount of Financial Assistance you receive is based on Federal Poverty Level information set by the U.S. government each year. A Financial Assistance Income and Discount Schedule that shows these income levels is attached on **Schedule 2**. In addition to your income, the discount will also take into account the size of your family.

A list of providers who are included in this Policy is attached as **Schedule 3**. Other services which are separately billed by other providers, such as independent physicians, are not eligible under Cox/Select Financial Assistance Policy. For a full listing of these providers, please see the attached **Schedule 4**. These lists are also available by using the information below.

### Applying for Financial Assistance

You may apply for Financial Assistance at any time – before, during or after your care, up to 240 days after your initial bill. We will send information with your bill about how to apply for assistance. An application is also available on the attached **Schedule 5**, upon request at CoxHealth Rehabilitation hospital, including, but not limited to, emergency rooms and admissions areas, or by calling the numbers below and requesting a copy. The application requires proof of income such as an income tax return or paycheck stub. Examples of

documents which may be used as proof of income can be found on the application form.

Patients who are uninsured or eligible/enrolled in Medicaid automatically qualify for Financial Assistance for emergency and medically necessary hospital services that are not covered by Medicaid. Patients may also be approved for additional Financial Assistance based on the patient's financial and/or socio-economic position. Eligibility for this type of assistance does not automatically qualify the patient for assistance on future accounts.

**Completed applications may be returned to the hospital in person, by mail, or fax at:**

### CoxHealth Rehabilitation Hospital

Attn: Financial Counselors  
TBD

or by email to: TBD

## How long will this take?

You should receive a response within 10–15 business days from the time your application is complete. In order to assure your application is processed as timely as possible, it is very important that we receive all required documents. See our application for more information.

## What do I do about my bill while I'm waiting?

You should establish a payment arrangement with CoxHealth during the application process.

## Collections

When you are responsible for balances remaining after Financial Assistance approval, CoxHealth Rehabilitation Hospital will work with you on payment arrangements. If these payments are not made and you do not contact us, we may use the services of a third-party agency to follow up with you on collection of the payment. Understand what this could mean for you by reviewing CoxHealth Rehabilitation Hospital's Collection Policy attached as **Schedule 6**.

## Learn More

For more information about CoxHealth Rehabilitation Hospital's Financial Assistance, to get an application, or to request to receive written notice or communication electronically you can visit one of the departments at any of the following locations or you may call one of the following numbers to speak with a Financial Counselor. CoxHealth Rehabilitation Hospital's Financial Counselors are available to help you complete the application or answer questions you may have about CoxHealth Rehabilitation Hospital's Financial Assistance Policy:

## CoxHealth Rehabilitation Hospital

Admissions Departments

TBD

Additional information and application forms are available online at TBD.

## Notification

In an effort to make our patients, families and communities aware of CoxHealth Rehabilitation Hospital's Financial Assistance Policy, we have taken steps to widely publicize this policy by posting signage at admission and registration areas, including the Emergency Departments, and by distributing information by mail, at physician clinics, and other public places. In addition, this FAP, which is also a plain language summary, and FAP application, are available in English, Spanish, Burmese, Swahili, Vietnamese, Albanian, Russian, Romanian, Portuguese, Polish, Karen, Chinese, Hmong, Marshallese and Mandarin.

**Effective 11/2018**