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*THIS SPACE FOR RECORDER'S USE ONLY*

**Name of Document:** **MEMORANDUM OF RIGHT OF FIRST REFUSAL**

**Grantor(s):** **THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri municipal corporation**

**Grantee(s):** **PREMIERLIFE REAL ESTATE HOLDINGS, a Missouri not-for-profit corporation**

**Date of Document:** \_\_\_\_\_, 2018

**Grantor's Mailing Address:** **220 SE Green Street, Lee's Summit, MO 64063**

**Grantee's Mailing Address:** **400 NW Murray Road, Lee's Summit, MO 64081**

**Statutory Recording Reference, if any:** **General Warranty Deed recorded \_\_\_\_\_, 2018, as Document No. \_\_\_\_\_.**

**Legal Description:** **See Exhibit A, Page 3**

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This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 R.S.Mo. 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall prevail and control.

**MEMORANDUM OF RIGHT OF FIRST REFUSAL**

This Memorandum of Right of First Refusal (this “**Memorandum**”) is entered into by and between **CITY OF LEE’S SUMMIT, MISSOURI** a Missouri municipal corporation (hereinafter referred to as “**Offeror**”) and **PREMIERLIFE REAL ESTATE HOLDINGS**, a Missouri not-for-profit corporation (hereinafter referred to as “**Offeree**”).

**RECITALS**

A. Offeror and Offeree are parties to that certain Right of First Refusal dated \_\_\_\_\_, 2018 (hereinafter, the “**ROFR**”) whereby Offeror did grant to Offeree a right of first refusal to purchase that certain real property more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

B. Offeror and Offeree desire to enter into this Memorandum, which is to be recorded in the office of the recorder of deeds for Jackson County, Missouri (the “**Recorder**”), in order that third parties may have notice of the parties’ rights and obligations under the ROFR.

**Terms**

Specific reference is hereby made to the following terms and provisions of the ROFR:

1. The term of the ROFR commenced on \_\_\_\_\_, 2018, and shall continue until terminated, as provided in the ROFR.
2. Any third party entering into a contract with Offeror to purchase or obtain title to all or any portion of the Property is hereby on notice that Offeree has the superior and first right to purchase or acquire the Property (or any portion thereof).
3. Additional information concerning the provisions of the ROFR may be obtained from the parties at the following addresses:

If to Offeror:

City Administrator  
City of Lee’s Summit, Missouri  
220 SE Green Street  
Lee’s Summit, Missouri 64063

with a copy to:

City Attorney  
City of Lee’s Summit, Missouri  
220 SE Green Street  
Lee’s Summit, Missouri 64063

If to Offeree:

PremierLife  
400 NW Murray Road  
Lee's Summit, Missouri 64081

with a copy to:

Husch Blackwell LLP  
4801 Main Street, Suite 100  
Kansas City, Missouri 64112  
Attn: Chris Kline

This Memorandum is executed for the purpose of recordation in the public records of the Recorder, in order to give notice of all the terms and provisions of the ROFR, and is not intended and shall not be construed to define, limit, or modify the ROFR. All of the terms, conditions, provisions and covenants of the ROFR are incorporated into this Memorandum by reference as though fully set forth herein, and both the ROFR and this Memorandum shall be deemed to constitute a single instrument or document.

[SIGNATURE PAGES FOLLOW]





**EXHIBIT A**

**Legal Description**