

20857



Comprehensive
Mental Health Services



BURRELL
BEHAVIORAL HEALTH

June 10, 2022

Vince Ortega
Director
Jackson County COMBAT
415 East 12th Street
Kansas City, MO 64106

Re: Request for Consent to Assignment

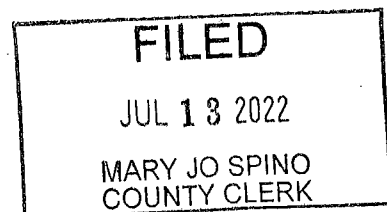
Dear Vince:

This letter is intended to notify you of pending transactions between Burrell, Inc., a Missouri non-profit corporation ("Burrell"), and Comprehensive Mental Health Services, Inc., a Missouri non-profit corporation ("CMHS").

Burrell and CMHS plan to effectuate a full merger or consolidation of CMHS into Burrell with Burrell surviving the merger or consolidation. CMHS will operate from its existing locations as a division of Burrell under Burrell's tax identification number. Consent is required from COMBAT for the agreement with CMHS to remain effective.

The Parties hereby agree as follows:

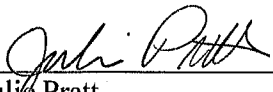
1. **Consent to Proposed Transaction.** By signing this letter agreement, Jackson County ("the County") hereby provides its written consent to any disposition of CMHS relating to the potential acquisition of CMHS by Burrell, whether by merger, consolidation, stock sale, asset sale or otherwise, and whether such disposition occurs pursuant to one transaction or a series of related transactions (the "Proposed Transaction"). By executing this letter agreement, the County hereby consents to the Proposed Transaction and agrees that the Cooperative Agreement dated 01/01/2022 (the "Agreement") will continue in full force and effect after the Proposed Transaction. Further, the County hereby irrevocably waives any and all rights it may have under the Agreement or otherwise to (i) receive notice of, or specific information relating to, the Proposed Transaction or the parties thereto, (ii) terminate, cancel or accelerate any right under the Management Agreement or declare a default or breach thereunder in connection with or as a result of the Proposed Transaction, or (iii) otherwise take any adverse action or impose any obligation or penalty upon CMHS in connection with or as a result of the Proposed Transaction.
2. **Miscellaneous.**



- a. This letter agreement constitutes a valid and binding agreement of the Parties. This letter supplements the Agreement and in the event of a conflict between the provisions of this letter agreement and the Agreement, the provisions of this letter agreement shall control.
- b. This letter agreement shall be amended only through a written amendment executed by the parties. There are no additional side letters or similar agreements between the parties. This letter agreement (together with the Agreement) contains the entire understanding between the Parties and supersedes any prior written or oral agreement between the Parties.
- c. Upon execution of this letter agreement, the terms of this letter agreement shall be binding upon, and in full force and effect, against the parties. This letter agreement may be executed by facsimile or .pdf in multiple counterparts which, when taken together, shall constitute one and the same agreement.
- d. This letter agreement shall be null and void and shall have no force or effect in the event the Proposed Transaction is not consummated.

Please sign the Acknowledgment and Agreement on the following page and return a copy of the signed document to me via e-mail, at the address set forth herein. We look forward to continuing our relationship with Jackson County. Please feel free to contact me at 816-836-6762 or at jpratt@thecmhs.com to discuss any questions or concerns you may have about this matter.

Best wishes,



Julie Pratt
Chief Executive Officer
Comprehensive Mental Health Services, Inc.

ACKNOWLEDGED AND
AGREED TO BY:

Jean Peters Baker

July 8, 2022

By: _____

Name: Jean Peters Baker

Title: Prosecutor

Date: July 8, 2022

Please sign and return this letter agreement to Julie Pratt at jpratt@thecmhhs.com.

APPROVED AS TO FORM

Greg D. Hedden Esq.
County Counselor