

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 79-14

AN ORDINANCE

approving a contract for sale of vacant land between Payne Enterprises, Inc. and the City of Columbia for the purchase of property located on North Eighth Street to be used as a potential site for a homeless drop-in center; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The contract for sale of vacant land between Payne Enterprises, Inc. and the City of Columbia for the purchase of property located on North Eighth Street to be used as a potential site for a homeless drop-in center is hereby approved. The form and content of the contract shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

Reference Payne Enterprises, Inc./City of Columbia Counter-Offer # 5



Counter Offer # 5

This document has legal consequences. If you do not understand it, consult your attorney.

1 This Counter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any
2 additional documents referenced herein as part of this Counter Offer.

3 **Any acceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along**
4 **with any new proposed changes. Only the terms contained in this Counter Offer, together with the**
5 **remaining unchanged terms of the Contract (including any other addenda or riders attached thereto),**
6 **constitute the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET**
7 **FORTH HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.**

8 1. **COUNTER OFFEROR.** This Counter Offer is originated by (check one): Seller Buyer ("Counter Offeror")

9 2. **PARTIES/PROPERTY.** This Counter Offer between the parties concerns the Property described below.

10 Seller: Payne Enterprises, Inc.

11 Buyer: Mike Matthes, City Manager, City of Columbia, Missouri

12 Property commonly described as: Lot 6 J.C. Add Sur 89/6

13 8th Street North, Columbia, Missouri 65201 Boone County

14 _____

15 _____

16 3. **CHANGED TERMS.** Acceptance of the above-described Contract is subject to the following changed
17 agreements and/or contingencies/conditions (only terms that are changing from the original Contract should be
18 specified):

19 (a) Purchase price shall be \$80,000.00

20 (b) Earnest Money deposit shall be _____

21 (c) Closing date shall be April 30, 2014 or before

22 **Check the following (d-e) only if applicable:**

23 (d) MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to
24 COM-2000 unless a government sponsored loan is involved):

25 _____

26 _____

27 _____

28 _____

29 _____

30 _____

31 _____

32 _____

33 (e) MSC-2020 - Contract Conditions, changed as follows:

34 _____

35 _____

36 _____

37 _____

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40 _____

41 _____

Reference Payne Enterprises, Inc. /City of Columbia Counter-Offer # 5

42 (f) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
43 All parties agree that time and date for response to Counter offer #3 is waived
44 The Rezoning Contingency (#3 on Exhibit A) shall be removed from the contract
45 Line 70A--- Seller to provide title insurance at his cost
46 _____
47 _____
48 _____
49 _____

50 4. **TIME FOR ACCEPTANCE.** This Counter Offer must be accepted by the Counter-Offeree, in the manner
51 set forth in Section 30 of the Contract on or before Feb 15, 2014, at 1 p. m. (the
52 "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above in this Counter
53 Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully
54 incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein shall be
55 given the same meaning as set forth in the Contract. In the event of any inconsistency between the terms set
56 forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Counter
57 Offer has been accepted, the parties understand that Counter-Offeree may withdraw this Counter Offer to buy or
58 sell the Property.

59 _____ Date 2/8/2014

60 Signature of Counter-Offeree (Check one (1) below, as applicable)

61 Seller Buyer ("Counter-Offeree")

62 _____ Date _____

63 Signature of Counter-Offeree (Check one (1) below, as applicable)

64 Seller Buyer ("Counter-Offeree")

65 5. **ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER.** (sign or initial as applicable)

66 **Accept.** By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional
67 term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this
68 Counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.

69 Matt Math Date 2-10-14 Time _____ .m.

70 Signature of Counter-Offeree (Check one (1) below, as applicable)

71 Seller Buyer (Counter-Offeree)

72 _____ Date _____ Time _____ .m.

73 Signature of Counter-Offeree

74 Seller Buyer (Counter-Offeree)

75 **Reject or New Counter Offer.** By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or
76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new
77 Counter Offer (initial one, as applicable).

78 _____ **Reject (Initial).** Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a
79 copy hereof.

80 _____ **New Counter Offer (Initial).** Counter-Offeree(s) acknowledge receipt of a copy hereof and
81 hereby make a new Counter Offer. Counter Offer # _____, which amends the terms of the Contract, is
82 attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.
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MSC-2040

Page 2 of 2

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Counter Offer # 4

This document has legal consequences. If you do not understand it, consult your attorney.

1 This Counter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any
2 additional documents referenced herein as part of this Counter Offer.

3 Any acceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along
4 with any new proposed changes. Only the terms contained in this Counter Offer, together with the
5 remaining unchanged terms of the Contract (including any other addenda or riders attached thereto),
6 constitute the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET
7 FORTH HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.

8 1. COUNTER OFFEROR. This Counter Offer is originated by (check one): Seller Buyer ("Counter Offeror")

9 2. PARTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.

10 Seller: Payne Enterprises Corp

11 Buyer: Mike Matthes, City Manager, City of Columbia, Missouri

12 Property commonly described as: Lot 6 J C Add Sur 89/6

13 8th Street North, Columbia, MO, 65201, Boone County

14 _____

15 _____

16 3. CHANGED TERMS. Acceptance of the above-described Contract is subject to the following changed
17 agreements and/or contingencies/conditions (only terms that are changing from the original Contract should be
18 specified):

19 (a) Purchase price shall be \$65,000.00

20 (b) Earnest Money deposit shall be _____

21 (c) Closing date shall be April 30, 2014

22 Check the following (d-e) only if applicable:

23 (d) MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to
24 COM-2000 unless a government sponsored loan is involved):

25 _____

26 _____

27 _____

28 _____

29 _____

30 _____

31 _____

32 _____

33 (e) MSC-2020 - Contract Conditions, changed as follows:

34 _____

35 _____

36 _____

37 _____

38 _____

39 _____

40 _____

41 _____

- 42 (f) Other agreements or contingencies/conditions (*specify form no. and caption, if applicable*):
- 43 All parties agree that time and date for response to Counter Offer #3 is waived.
- 44 _____
- 45 The Rezoning Contingency (#3 on Exhibit A) shall be removed from the contract.
- 46 _____
- 47 Line 70a - Seller to provide title Insurance at his cost.
- 48 _____
- 49 _____

50 4. **TIME FOR ACCEPTANCE.** This Counter Offer must be accepted by the Counter-Offeree, in the manner
 51 set forth in Section 30 of the Contract on or before _____, 20____, at _____ m. (the
 52 "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above in this Counter
 53 Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully
 54 incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein shall be
 55 given the same meaning as set forth in the Contract. In the event of any inconsistency between the terms set
 56 forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Counter
 57 Offer has been accepted, the parties understand that Counter-Offeree may withdraw this Counter Offer to buy or
 58 sell the Property.

59  Date 2-6-14

60 Signature of Counter-Offeree (Check one (1) below, as applicable)
 61 _____ Seller Buyer ("Counter-Offeree")
 62 _____ Date _____

63 Signature of Counter-Offeree (Check one (1) below, as applicable)
 64 _____ Seller _____ Buyer ("Counter-Offeree")

65 5. **ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER.** (*sign or initial as applicable*)
 66 **Accept.** By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional
 67 term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this
 68 Counter Offer, including all attached documents (*if any*), and acknowledge receipt of a copy hereof.

69 _____ Date _____ Time _____ m.
 70 Signature of Counter-Offeree (Check one (1) below, as applicable)
 71 _____ Seller _____ Buyer (Counter-Offeree)

72 _____ Date _____ Time _____ m.
 73 Signature of Counter-Offeree
 74 _____ Seller _____ Buyer (Counter-Offeree)

75 **Reject or New Counter Offer.** By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or
 76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new
 77 Counter Offer (*initial one, as applicable*).

78 _____ Reject (*Initial*). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a
 79 copy hereof.
 80  New Counter Offer (*Initial*). Counter-Offeree(s) acknowledge receipt of a copy hereof and
 81 hereby make a new Counter Offer. Counter Offer # 5, which amends the terms of the Contract, is
 82 attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.
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Counter Offer # 4

This document has legal consequences. If you do not understand it, consult your attorney.

1 This Counter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any
2 additional documents referenced herein as part of this Counter Offer.

3 Any acceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along
4 with any new proposed changes. Only the terms contained in this Counter Offer, together with the
5 remaining unchanged terms of the Contract (including any other addenda or riders attached thereto),
6 constitute the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET
7 FORTH HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.

8 1. COUNTER OFFEROR. This Counter Offer is originated by (check one): Seller Buyer ("Counter Offeror")

9 2. PARTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.

10 Seller: Payne Enterprises Corp
11 Buyer: Mike Matthes, City Manager, City of Columbia, Missouri
12 Property commonly described as: Lot 6 J C Add Sur 89/6
13 8th Street North, Columbia, MO, 65201, Boone County
14
15

16 3. CHANGED TERMS. Acceptance of the above-described Contract is subject to the following changed
17 agreements and/or contingencies/conditions (only terms that are changing from the original Contract should be
18 specified):

- 19 (a) Purchase price shall be \$65,000.00
- 20 (b) Earnest Money deposit shall be _____
- 21 (c) Closing date shall be April 30, 2014

22 Check the following (d-e) only if applicable:

23 (d) MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to
24 COM-2000 unless a government sponsored loan is involved):

25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____

33 (e) MSC-2020 - Contract Conditions, changed as follows:

34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

42 (f) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
43 All parties agree that time and date for response to Counter Offer #3 is waived.
44 _____
45 The Rezoning Contingency (#3 on Exhibit A) shall be removed from the contract.
46 _____
47 Line 70a - Seller to provide title Insurance at his cost.
48 _____
49 _____

50 4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, in the manner
51 set forth in Section 30 of the Contract on or before _____, 20____, at _____ m. (the
52 "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above in this Counter
53 Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully
54 incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein shall be
55 given the same meaning as set forth in the Contract. In the event of any inconsistency between the terms set
56 forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Counter
57 Offer has been accepted, the parties understand that Counter-Offeree may withdraw this Counter Offer to buy or
58 sell the Property

59  Date 2-6-14

60 Signature of Counter-Offeree (Check one (1) below, as applicable)

61 _____ Seller Buyer ("Counter-Offeree")

62 _____ Date _____

63 Signature of Counter-Offeree (Check one (1) below, as applicable)

64 _____ Seller _____ Buyer ("Counter-Offeree")

65 5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)
66 Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional
67 term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this
68 Counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.

69 _____ Date _____ Time _____ .m.

70 Signature of Counter-Offeree (Check one (1) below, as applicable)

71 _____ Seller _____ Buyer (Counter-Offeree)

72 _____ Date _____ Time _____ .m.

73 Signature of Counter-Offeree

74 _____ Seller _____ Buyer (Counter-Offeree)

75 Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or
76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new
77 Counter Offer (initial one, as applicable).

78 _____ Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a
79 copy hereof.

80 _____ New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof and
81 hereby make a new Counter Offer. Counter Offer # _____, which amends the terms of the Contract, is
82 attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.
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42 (f) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
43 The Rezoning Contingency(#3 on Exhibit A) shall be removed from the contract
44 _____
45 _____
46 _____
47 Line 70a-- Seller to provide Title Insurance at his cost
48 _____
49 _____

50 4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, in the manner
51 set forth in Section 30 of the Contract on or before Feb. 4, 2014, at 5 p. m. (the
52 "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above in this Counter
53 Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully
54 incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein shall be
55 given the same meaning as set forth in the Contract. In the event of any inconsistency between the terms set
56 forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Counter
57 Offer has been accepted, the parties understand that Counter-Offeree may withdraw this Counter Offer to buy or
58 sell the Property.

59 _____ Date 1/15/14

60 Signature of Counter-Offeree (Check one (1) below, as applicable)

61 Seller _____ Buyer ("Counter-Offeree")

62 _____ Date _____

63 Signature of Counter-Offeree (Check one (1) below, as applicable)

64 _____ Seller _____ Buyer ("Counter-Offeree")

65 5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)
66 Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional
67 term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this
68 Counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.

69 _____ Date _____ Time _____ m.

70 Signature of Counter-Offeree (Check one (1) below, as applicable)

71 _____ Seller _____ Buyer (Counter-Offeree)

72 _____ Date _____ Time _____ m.

73 Signature of Counter-Offeree

74 _____ Seller _____ Buyer (Counter-Offeree)

75 Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or
76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new
77 Counter Offer (initial one, as applicable).

78 _____ Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a
79 copy hereof.

80 MSH MSH New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof and
81 hereby make a new Counter Offer. Counter Offer # 4, which amends the terms of the Contract, is
82 attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri REALTORS® Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.
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(f) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):

The Rezoning Contingency(#3 on Exhibit A) shall be removed from the contract

Line 70a-- Seller to provide Title Insurance at his cost

4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, in the manner set forth in Section 30 of the Contract on or before Feb. 21, 2014, at 5 p. m. (the "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above in this Counter Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein shall be given the same meaning as set forth in the Contract. In the event of any inconsistency between the terms set forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Counter Offer has been accepted, the parties understand that Counter-Offeree may withdraw this Counter Offer to buy or sell the Property.

Signature of Counter-Offeree _____ Date 1/15/14

Signature of Counter-Offeree (Check one (1) below, as applicable)

Seller _____ Buyer ("Counter-Offeree")

Signature of Counter-Offeree _____ Date _____

Signature of Counter-Offeree (Check one (1) below, as applicable)

____ Seller _____ Buyer ("Counter-Offeree")

5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)

Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this Counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.

Signature of Counter-Offeree _____ Date _____ Time _____ .m.

Signature of Counter-Offeree (Check one (1) below, as applicable)

____ Seller _____ Buyer (Counter-Offeree)

Signature of Counter-Offeree _____ Date _____ Time _____ .m.

Signature of Counter-Offeree

____ Seller _____ Buyer (Counter-Offeree)

Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new Counter Offer (initial one, as applicable).

____ Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a copy hereof.

____ New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof and hereby make a new Counter Offer. Counter Offer # _____, which amends the terms of the Contract, is attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri REALTORS® Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.

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Counter Offer # 3

This document has legal consequences. If you do not understand it, consult your attorney.

1 This Counter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any
2 additional documents referenced herein as part of this Counter Offer.

3 Any acceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along
4 with any new proposed changes. Only the terms contained in this Counter Offer, together with the
5 remaining unchanged terms of the Contract (including any other addenda or riders attached thereto),
6 constitute the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET
7 FORTH HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.

8 1. COUNTER OFFEROR. This Counter Offer is originated by (check one): Seller Buyer ("Counter Offeror")

9 2. PARTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.

10 Seller: Payne Enterprises, Inc.

11 Buyer: Mike Matthes, City Manager, City of Columbia,

12 Property commonly described as: Lot 6 JC Conley Add Sur 89/6

13 Vacant Lot on North 8th St.

14 _____

15 _____

16 3. CHANGED TERMS. Acceptance of the above-described Contract is subject to the following changed
17 agreements and/or contingencies/conditions (only terms that are changing from the original Contract should be
18 specified):

19 (a) Purchase price shall be \$80,000.00

20 (b) Earnest Money deposit shall be _____

21 (c) Closing date shall be _____

22 Check the following (d-e) only if applicable:

23 (d) MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to
24 COM-2000 unless a government sponsored loan is involved):

25 _____

26 _____

27 _____

28 _____

29 _____

30 _____

31 _____

32 _____

33 (e) MSC-2020 - Contract Conditions, changed as follows:

34 _____

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36 _____

37 _____

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(f) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
The Rezoning Contingency(#3 on Exhibit A) shall be removed from the contract
Line 70a--- Seller to provide Title Insurance at his cost

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4. **TIME FOR ACCEPTANCE.** This Counter Offer must be accepted by the Counter-Offeree, in the manner set forth in Section 30 of the Contract on or before Jan. 17, 2014, at 1 p. m. (the "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above in this Counter Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein shall be given the same meaning as set forth in the Contract. In the event of any inconsistency between the terms set forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Counter Offer has been accepted, the parties understand that Counter-Offeree may withdraw this Counter Offer to buy or sell the Property.

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[Signature] Date 1/15/14
Signature of Counter-Offeree (Check one (1) below, as applicable)
 Seller Buyer ("Counter-Offeree")

62
63
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____ Date _____
Signature of Counter-Offeree (Check one (1) below, as applicable)
____ Seller _____ Buyer ("Counter-Offeree")

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5. **ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)**
Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional term(s) and condition(s) contained in this Counter Offer, and hereby **accept** the Contract, as modified by this Counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.

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71

____ Date _____ Time _____ m.
Signature of Counter-Offeree (Check one (1) below, as applicable)
____ Seller _____ Buyer (Counter-Offeree)

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74

____ Date _____ Time _____ m.
Signature of Counter-Offeree
____ Seller _____ Buyer (Counter-Offeree)

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Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new Counter Offer (initial one, as applicable).

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79
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____ **Reject (Initial).** Counter-Offeree(s) **reject** this Counter Offer, and acknowledge receipt of a copy hereof.
____ **New Counter Offer (Initial).** Counter-Offeree(s) acknowledge receipt of a copy hereof and hereby make a **new** Counter Offer. Counter Offer # _____, which amends the terms of the Contract, is attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.
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Counter Offer # 2

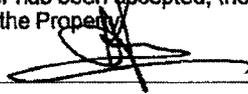
This document has legal consequences. If you do not understand it, consult your attorney.

- 1 This Counter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any
- 2 additional documents referenced herein as part of this Counter Offer.
- 3 Any acceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along
- 4 with any new proposed changes. Only the terms contained in this Counter Offer, together with the
- 5 remaining unchanged terms of the Contract (including any other addenda or riders attached thereto),
- 6 constitute the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET
- 7 FORTH HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.
- 8 1. COUNTER OFFEROR. This Counter Offer is originated by (check one): Seller Buyer ("Counter Offeror")
- 9 2. PARTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.
- 10 Seller: Payne Enterprises, Inc.
- 11 Buyer: Mike Matthes, City Manager, City of Columbia, MO
- 12 Property commonly described as: _____
- 13 Lot 6 JC CONLEY ADD SUR 89/6
- 14 VACANT LOT 8TH STREET
- 15 _____
- 16 3. CHANGED TERMS. Acceptance of the above-described Contract is subject to the following changed
- 17 agreements and/or contingencies/conditions (only terms that are changing from the original Contract should be
- 18 specified):
- 19 (a) Purchase price shall be \$58,000.00
- 20 (b) Earnest Money deposit shall be \$0
- 21 (c) Closing date shall be _____
- 22 Check the following (d-e) only if applicable:
- 23 (d) MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to
- 24 COM-2000 unless a government sponsored loan is involved):
- 25 _____
- 26 _____
- 27 _____
- 28 _____
- 29 _____
- 30 _____
- 31 _____
- 32 _____
- 33 (e) MSC-2020 - Contract Conditions, changed as follows:
- 34 _____
- 35 _____
- 36 _____
- 37 _____
- 38 _____
- 39 _____
- 40 _____
- 41 _____

Reference PEI/Columbia Counter-Offer # 2

42 (f) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
43 The Rezoning Contingence (#3 on Exhibit A) shall be removed from the contract.
44 _____
45 Line 70a - Seller to provide Title Insurance at his cost
46 _____
47 _____
48 _____
49 _____

50 4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, in the manner
51 set forth in Section 30 of the Contract on or before _____, 20____, at _____ m. (the
52 "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above in this Counter
53 Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully
54 incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein shall be
55 given the same meaning as set forth in the Contract. In the event of any inconsistency between the terms set
56 forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Counter
57 Offer has been accepted, the parties understand that Counter-Offeree may withdraw this Counter Offer to buy or
58 sell the Property.

59  _____ Date 1/15/14

60 Signature of Counter-Offeree (Check one (1) below, as applicable)

61 _____ Seller Buyer ("Counter-Offeree")

62 _____ Date _____

63 Signature of Counter-Offeree (Check one (1) below, as applicable)

64 _____ Seller _____ Buyer ("Counter-Offeree")

65 5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or Initial as applicable)
66 Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional
67 term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this
68 Counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.

69 _____ Date _____ Time _____ m.

70 Signature of Counter-Offeree (Check one (1) below, as applicable)

71 Seller _____ Buyer (Counter-Offeree)

72 _____ Date _____ Time _____ m.

73 Signature of Counter-Offeree

74 _____ Seller _____ Buyer (Counter-Offeree)

75 Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or
76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new
77 Counter Offer (initial one, as applicable).

78 _____ Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a
79 copy hereof.

80  _____ New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof and
81 hereby make a new Counter Offer. Counter Offer # 3, which amends the terms of the Contract, is
82 attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®. Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.
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Counter Offer # 2

This document has legal consequences. If you do not understand it, consult your attorney.

1 This Counter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any
2 additional documents referenced herein as part of this Counter Offer.

3 Any acceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along
4 with any new proposed changes. Only the terms contained in this Counter Offer, together with the
5 remaining unchanged terms of the Contract (including any other addenda or riders attached thereto),
6 constitute the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET
7 FORTH HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.

8 1. COUNTER OFFEROR. This Counter Offer is originated by (check one): Seller Buyer ("Counter Offeror")

9 2. PARTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.

10 Seller: Payne Enterprises, Inc.
11 Buyer: Mike Matthes, City Manager, City of Columbia, MO
12 Property commonly described as: _____
13 Lot 6 JC CONLEY ADD SUR 89/6
14 VACANT LOT 8TH STREET
15 _____

16 3. CHANGED TERMS. Acceptance of the above-described Contract is subject to the following changed
17 agreements and/or contingencies/conditions (only terms that are changing from the original Contract should be
18 specified):

- 19 (a) Purchase price shall be \$58,000.00
- 20 (b) Earnest Money deposit shall be \$0
- 21 (c) Closing date shall be _____

22 Check the following (d-e) only if applicable:

23 (d) MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to
24 COM-2000 unless a government sponsored loan is involved):
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____

33 (e) MSC-2020 - Contract Conditions, changed as follows:
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

42 (f) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
43 The Rezoning Contingence (#3 on Exhibit A) shall be removed from the contract.
44 _____
45 Line 70a - Seller to provide Title Insurance at his cost
46 _____
47 _____
48 _____
49 _____

50 4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, in the manner
51 set forth in Section 30 of the Contract on or before _____, 20____, at _____ m. (the
52 "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above in this Counter
53 Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully
54 incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein shall be
55 given the same meaning as set forth in the Contract. In the event of any inconsistency between the terms set
56 forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Counter
57 Offer has been accepted, the parties understand that Counter-Offeree may withdraw this Counter Offer to buy or
58 sell the Property.

→ 59 _____ Date 1/15/14 ←

60 Signature of Counter-Offeree (Check one (1) below, as applicable)
61 _____ Seller Buyer ("Counter-Offeree")

62 _____ Date _____
63 Signature of Counter-Offeree (Check one (1) below, as applicable)
64 _____ Seller _____ Buyer ("Counter-Offeree")

65 5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)
66 Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional
67 term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this
68 Counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.

69 _____ Date _____ Time _____ .m.
70 Signature of Counter-Offeree (Check one (1) below, as applicable)
71 Seller _____ Buyer (Counter-Offeree)

72 _____ Date _____ Time _____ .m.
73 Signature of Counter-Offeree
74 _____ Seller _____ Buyer (Counter-Offeree)

75 Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or
76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new
77 Counter Offer (initial one, as applicable).

78 _____ Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a
79 copy hereof.
80 _____ New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof and
81 hereby make a new Counter Offer. Counter Offer # _____, which amends the terms of the Contract, is
82 attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.
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Counter Offer # 1

This document has legal consequences. If you do not understand it, consult your attorney.

1 This Counter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any
2 additional documents referenced herein as part of this Counter Offer.

3 Any acceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along
4 with any new proposed changes. Only the terms contained in this Counter Offer, together with the
5 remaining unchanged terms of the Contract (including any other addenda or riders attached thereto),
6 constitute the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET
7 FORTH HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.

8 1. COUNTER OFFEROR. This Counter Offer is originated by (check one): Seller Buyer ("Counter Offeror")

9 2. PARTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.

10 Seller: Payne Enterprises Inc.

11 Buyer: Mike Matthes, City Manager, City of Columbia, MO

12 Property commonly described as: _____

13 Lot 6 JC CONLEY ADD SUR 89/6

14 VACANT LOT 8TH STREET

15 _____

16 3. CHANGED TERMS. Acceptance of the above-described Contract is subject to the following changed
17 agreements and/or contingencies/conditions (only terms that are changing from the original Contract should be
18 specified):

19 (a) Purchase price shall be EIGHTY THOUSAND DOLLARS (\$80,000)

20 (b) Earnest Money deposit shall be \$100.00

21 (c) Closing date shall be _____

22 Check the following (d-e) only if applicable

23 (d) MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to
24 COM-2000 unless a government sponsored loan is involved):

25 _____

26 _____

27 _____

28 _____

29 _____

30 _____

31 _____

32 _____

33 (e) MSC-2020 - Contract Conditions, changed as follows:

34 _____

35 _____

36 _____

37 _____

38 _____

39 _____

40 _____

41 _____

42 (f) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
43 IINE 70a - SELLER TO PROVIDE TITLE INS AT HIS COST
44
45 EXHIBIT A CONTINGENCY #1 & #2 MUST BE
46 MEET AND REMOVED BEFORE PROPERTY
47 IS REZONED
48
49

→ 50 4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, in the manner
51 set forth in Section 30 of the Contract on or before 15 = 15, 2014, at 11:00 A. m. (the
52 "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above in this Counter
53 Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully
54 incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein shall be
55 given the same meaning as set forth in the Contract. In the event of any inconsistency between the terms set
56 forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Counter
57 Offer has been accepted, the parties understand that Counter-Offeree may withdraw this Counter Offer to buy or
58 sell the Property.

59 _____ Date 1/8/13

60 Signature of Counter-Offeree (Check one (1) below, as applicable)

61 Seller _____ Buyer ("Counter-Offeree")

62 _____ Date _____

63 Signature of Counter-Offeree (Check one (1) below, as applicable)

64 _____ Seller _____ Buyer ("Counter-Offeree")

65 5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)
66 Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional
67 term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this
68 Counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.

69 _____ Date _____ Time _____ m.

70 Signature of Counter-Offeree (Check one (1) below, as applicable)

71 _____ Seller _____ Buyer (Counter-Offeree)

72 _____ Date _____ Time _____ m.

73 Signature of Counter-Offeree

74 _____ Seller _____ Buyer (Counter-Offeree)

75 Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or
76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new
77 Counter Offer (initial one, as applicable).

78 _____ Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a
79 copy hereof.

→ 80 _____ New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof and
81 hereby make a new Counter Offer. Counter Offer # 2, which amends the terms of the Contract, is
82 attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.
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42 (f) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
43 LINE 70a - SELLER TO PROVIDE TITLE INS AT HIS COST
44
45 EXHIBIT A CONTINGENCY #1 & #2 MUST BE
46 MEET AND REMOVED BEFORE PROPERTY
47 IS REZONED
48
49

50 4. **TIME FOR ACCEPTANCE.** This Counter Offer must be accepted by the Counter-Offeree, in the manner
51 set forth in Section 30 of the Contract on or before 1/15/13, 2014, at 11:00 A. m. (the
52 "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above in this Counter
53 Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully
54 incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein shall be
55 given the same meaning as set forth in the Contract. In the event of any inconsistency between the terms set
56 forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Counter
57 Offer has been accepted, the parties understand that Counter-Offeree may withdraw this Counter Offer to buy or
58 sell the Property.

59 _____ Date 1/8/13
60 *Signature of Counter-Offeree* (Check one (1) below, as applicable)
61 Seller _____ Buyer ("Counter-Offeree")

62 _____ Date _____
63 *Signature of Counter-Offeree* (Check one (1) below, as applicable)
64 _____ Seller _____ Buyer ("Counter-Offeree")

65 5. **ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER.** (sign or initial as applicable)
66 **Accept.** By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional
67 term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this
68 Counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.

69 _____ Date _____ Time _____ .m.
70 *Signature of Counter-Offeree* (Check one (1) below, as applicable)
71 _____ Seller _____ Buyer (Counter-Offeree)

72 _____ Date _____ Time _____ .m.
73 *Signature of Counter-Offeree*
74 _____ Seller _____ Buyer (Counter-Offeree)

75 **Reject or New Counter Offer.** By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or
76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new
77 Counter Offer (initial one, as applicable).

78 _____ **Reject (Initial).** Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a
79 copy hereof.
80 _____ **New Counter Offer (Initial).** Counter-Offeree(s) acknowledge receipt of a copy hereof and
81 hereby make a new Counter Offer. Counter Offer # _____, which amends the terms of the Contract, is
82 attached and incorporated into the Contract.

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Last Revised 12/31/10. ©2006 Missouri REALTORS®



Counter Offer # 1

This document has legal consequences. If you do not understand it, consult your attorney.

1 This Counter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any
2 additional documents referenced herein as part of this Counter Offer.

3 Any acceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along
4 with any new proposed changes. Only the terms contained in this Counter Offer, together with the
5 remaining unchanged terms of the Contract (including any other addenda or riders attached thereto),
6 constitute the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET
7 FORTH HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.

8 1. COUNTER OFFEROR. This Counter Offer is originated by (check one): Seller Buyer ("Counter Offeror")

9 2. PARTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.

10 Seller: Payne Enterprizes Inc.

11 Buyer: Mike Matthes, City Manager, City of Columbia, MO

12 Property commonly described as: _____

13 Lot 6 JC CONLEY ADD SUR 89/6

14 VACANT LOT 8TH STREET

15 _____

16 3. CHANGED TERMS. Acceptance of the above-described Contract is subject to the following changed
17 agreements and/or contingencies/conditions (only terms that are changing from the original Contract should be
18 specified):

19 (a) Purchase price shall be EIGHTY THOUSAND DOLLARS (\$80,000)

20 (b) Earnest Money deposit shall be \$100.00

21 (c) Closing date shall be _____

22 Check the following (d-e) only if applicable

23 (d) MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to
24 COM-2000 unless a government sponsored loan is involved):

25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____

33 (e) MSC-2020 - Contract Conditions, changed as follows:

34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

Reference (e.g., Seller & Buyer)

Payne Enterprises - City of Columbia



MISSOURI ASSOCIATION OF REALTORS®

This Contract has important legal and tax consequences. If not understood, consult your attorney before signing.

Contract for Sale of Vacant Land

1 This Contract is made between Mike Matthes, City Manager, City of Columbia, Missouri ("Seller")
2 and Payne Enterprises Corp ("Buyer")
3 The "Effective Date" shall be the date adjacent to the signature of the last party to sign this Contract or the Counter Offer attached hereto (if
4 any).

5 1. PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real estate (if
6 no legal description is included below, then legal description on Seller's deed(s) to govern. Legal description(s) may be confirmed by a
7 Survey pursuant to Section 6 below). Such real estate and any other included property set forth below is collectively referred to herein as the
8 "Property."
Lot 6 J C Conley Add Sur 89/6

Table with 6 columns: Section, Township, Range, Street Address, City, State, Zip Code, County. Row 1: 8th Street North, Columbia, MO, 65201, Boone

11 2. INCLUSIONS AND EXCLUSIONS. Note: This Contract, and not the Seller's Disclosure Statement, multi-listing or other
12 promotional material, provides for what is included in this sale. To avoid misunderstanding, the parties are urged to list below, as
13 "included" or "excluded", any items which may be subject to question. The Purchase Price and the Property includes all existing
14 improvements on the real estate and all appurtenances, fixtures and affixed equipment (which Seller warrants to convey free and clear), if
15 any:

16 The following items are also included in the sale (e.g., list any non-affixed equipment, machinery or other personal property to be included):
17
18

19 The following items are excluded from the sale (e.g., list any items leased or otherwise not owned by Seller such as satellite dish equipment):
20
21

22 3. PURCHASE PRICE.
23 \$ 52,000.00 is the "Purchase Price" for the Property and is to be paid by Buyer as follows:
24 \$ as "Earnest Money" in the form of (check one):
25 [] personal check [] cashier's check [] other
26 forth at the Receipt and Acknowledgement following the end of this Contract, and which shall be deposited not later than ten (10) banking
27 days after the Effective Date in an escrow account with ("Escrow Agent").
28 Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer
29 shall pay the balance of the Purchase Price by cashier's check or other form of funds acceptable to Closing Agent ("Funds") at Closing.

30 4. CLOSING. Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price,
31 together with all other documents and Funds required by this Contract, the "Closing") at the office of
32 Boone Central Title ("Closing Agent") in
33 Columbia, MO, on March 31, 2014 (the "Closing Date").
34 City State Month Day

35 Possession and all keys will be delivered to Buyer at (check one) [] Closing or [] other
36 Note: If possession is to be transferred on a day other than day of Closing or if the Property is tenant occupied, then the parties should
37 complete and attach an appropriate rider(s). Brokers are not responsible for delivery of keys. It is recommended that Buyer change locks
38 following possession.

39 Seller warrants that the Property will be vacant as of the time of delivery of possession (except for tenants or others in possession pursuant to
40 any lease or other agreement approved pursuant to this Contract), and in its present condition (together with any improvements or repairs
41 required by this Contract), ordinary wear and tear excepted.

42 5. FINANCING. (Check applicable box)
43 [X] A. Not Conditioned Upon Financing. (Although not a condition to performance, Buyer may finance any portion of the Purchase
44 Price).
45 [] B. Nonconventional. (Attach Financing Agreements rider, MSC-2010 for Assumption; Seller Financing; or Government financing).
46 [] C. Conventional. Buyer agrees to do all things necessary, including but not limited to the execution of a completed loan application
47 and other instruments, and to cooperate fully in order to obtain the financing necessary to complete this transaction. If Buyer does not deliver
48 a Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan commitment on the terms described below by 5:00 p.m.
49 on the date (the "Loan Commitment Date") which is days (15 days if none stated) after the Effective Date then this condition shall be
50 deemed waived and Buyer's performance under this Contract shall thereafter not be conditioned upon Buyer's obtaining financing; provided,
51 however, if such lender will not give Buyer such Notice then Buyer may directly notify Seller (on or before the Loan Commitment Date) by
52 providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was

53 unable to obtain such Notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of
 54 Buyer's inability to obtain the loan commitment, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to
 55 Section 8).

56 (Complete one or both) Loan amount: _____ % of the Purchase Price, or \$ _____

57 Initial interest rate not to exceed: _____ %. Amortization term _____ years.

58 Type (check one): Fixed Rate Adjustable Rate Other: _____

59 Other terms: cash

60
 61 *A lender's loan approval process may not include an appraisal or other such comparison or determination of value of the Property.*
 62 *Different types of "appraisals" are available and lender underwriting requirements vary in this regard. If Buyer's performance under this*
 63 *Contract is to be independently conditioned upon the Property appraising at a specified value, then Buyer should complete and attach to*
 64 *this Contract an appropriate Rider.*

65 **6. TITLE AND SURVEY.** At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as
 66 directed by Buyer, by (unless otherwise specifically agreed) (check one): general warranty deed special warranty deed, or other
 67 _____ (the "**Deed**") in properly
 68 executed and recordable form.

69 Within 10 days (10 days if none stated) after the Effective Date (check applicable box below):

70 **A.** Seller shall deliver to Buyer, at **Seller's cost**, a commitment (the "**Title Commitment**") to issue a current ALTA owner's policy of
 71 title insurance in the amount of the Purchase Price (the "**Owner's Policy**") at **Seller's cost**.

72 **B.** Seller shall deliver to Buyer an abstract of title certified to date, at **Seller's cost**.

73 **C.** Seller shall deliver to Buyer, a Title Commitment at **Seller's cost** to issue an Owner's Policy at **Buyer's cost**. (Specify if otherwise)

74
 75 **D.** Buyer may order an abstractor or an authorized title insurance company to issue an abstract or Title Commitment for an Owner's
 76 Policy (**both at Buyer's cost**).

77 The Title Commitment (or abstract, as the case may be) shall be issued by the Closing Agent, unless otherwise specified. If Seller already has
 78 a survey of the Property in Seller's possession, Seller shall promptly deliver a copy to Buyer after the Effective Date. Buyer, at its sole
 79 option, expense and liability may also obtain a survey of the Property ("**Survey**") to determine if there are any defects, encroachments,
 80 overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not
 81 alike (i.e., a "spot survey" is not the same as a "stake survey") and may not disclose all defects. **Note: Buyer should consult with its lender**
 82 **and the title company as to their survey requirements and in order to provide full survey coverage to Buyer.**

83 Buyer shall have _____ days (20 days if none is stated) after the Effective Date to review the Title Commitment (or abstract, as the case may
 84 be), including copies of all subdivision, use and other restrictions, rights of way and easements, and all other recorded documents referenced
 85 as exceptions therein which Buyer may desire to obtain (the "**Review Period**"), and to deliver Notice to Seller of any objections which Buyer
 86 has to any matters shown or referred to therein and/or the Survey ("**Objections**"). If any of boxes 6A, 6B or 6C is checked and Seller does
 87 not timely deliver to Buyer the Title Commitment (or abstract, as the case may be), then Buyer may either obtain the same directly at Seller's
 88 cost or elect to terminate this Contract, in which case the Earnest Money is to be returned to Buyer (subject to Section 8). Failure to timely
 89 deliver Notice to Seller of any Objections within the Review Period will constitute a waiver by Buyer of any Objections.

90 If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections.
 91 Seller shall have _____ days (7 days if none stated) from receipt of Buyer's Notice of Objections to agree in writing to correct the same prior
 92 to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within _____
 93 additional days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept the title
 94 without correction of such Objections. **Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have**
 95 **refused to agree to correct any such Objections.** If the Contract is terminated under this Section, then the Earnest Money is to be refunded to
 96 Buyer (subject to Section 8) and if any defect objected to causes a failure of marketable title, then Seller shall be liable for survey and title
 97 examination charges. Seller shall be liable for clearing any exception to title that arises between the Effective Date and Closing and any
 98 existing lien (other than general taxes and any installments of special taxes or assessments to be prorated at Closing) may be paid out of the
 99 Purchase Price proceeds. Subject thereto, any item shown on the Title Commitment, abstract or Survey (or which could have been shown on
 100 a survey) and to which Buyer does not timely submit an Objection during the Review Period, or for which Buyer waives Buyer's Objections
 101 as set forth herein, and specifically including all laws and zoning ordinances, are collectively referred to herein as the "**Permitted**
 102 **Exceptions**". The Owner's Policy must include mechanic's lien and inflation coverage, unless the title company issuing the Owner's Policy
 103 does not make available such coverage(s), or unless otherwise provided herein. Buyer is responsible for the cost of any lender's policy of title
 104 insurance to be issued. If this Contract is terminated for any reason, the abstract (if any) shall be returned to Seller.

105 **7. INSPECTIONS.** Buyer may, at Buyer's option and expense, obtain written inspection reports of the Property from any independent
 106 qualified inspector, contractor, appraiser or consultant that Buyer or its lender may engage, as deemed necessary by Buyer or its lender,
 107 including but not limited to the condition or presence (if any) of: environmental hazards; plumbing, including water well and irrigation,
 108 sewer, septic and waste water treatment systems; electrical systems and equipment; gas lines; soils and drainage. Buyer may also review
 109 additional property data, including but not limited to flood plain data; zoning regulations; leases and other occupancy agreements; general
 110 taxes; school district; square footage or acreage; and insurability of the Property ("**Additional Property Data**").

111 Seller agrees to permit Buyer or its representatives to enter the Property during reasonable hours and upon reasonable Notice to Seller and to
 112 allow Buyer to perform such inspections; provided that such investigations do not unreasonably disrupt the operation of the Property or
 113 Seller's business and/or cause any material or permanent Property damage. Buyer acknowledges that neither Seller nor anyone on Seller's
 114 behalf has made, nor do they hereby make, any warranties, guarantees or representations as to the past, present or future condition, income,
 115 expenses, operation or any other matter or thing affecting or relating to the Property, excepting only as may be expressly set forth in this
 116 Contract. The results of any inspection or test and the reports and conclusions of Buyer and Buyer's representatives shall be kept confidential

117 (except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items to Buyer's attorney,
118 accountants, lenders and other parties reasonably necessary to enable Buyer to evaluate the Property. Buyer shall directly maintain, and shall
119 cause any contractor or consultant engaged by it or its lender to maintain, adequate insurance at all times while performing any inspection at
120 the Property.

121 Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller with a written list of
122 unacceptable condition(s) (the "Inspection Notice", See MSC-2050) within _____ days (10 days if none stated) after the Effective Date (the
123 "Inspection Period"). (Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice
124 should include all matters unacceptable to Buyer). Buyer agrees to immediately repair any damage to the Property and to indemnify and
125 hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and
126 court costs resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract. If Seller has
127 not received an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such
128 inspection(s). If timely Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that
129 any unacceptable conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or (3) Buyer is terminating the
130 Contract with the Earnest Money to be returned to Buyer (subject to Section 8) Failure to obtain any inspection shall constitute a waiver and
131 acceptance by Buyer of any condition any inspection may have disclosed.

132 If this Contract is not terminated as provided above, Seller shall have _____ days (7 days if none stated) after Seller's receipt of the Inspection
133 Notice (the "Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. (Note: If Seller fails to timely respond
134 to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary
135 adjustment at Closing). The parties shall have an additional _____ days (3 days if none stated) after Buyer's receipt of Seller's response to
136 Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a
137 monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the
138 Earnest Money shall be returned to Buyer (subject to Section 8); provided, however, that either a written commitment by Seller to correct
139 those items submitted by Buyer for correction during the Inspection Period at Seller's expense, or a written commitment by Buyer to accept
140 the Property without correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for
141 purposes of this paragraph, even after earlier negotiation failed to produce an agreement. Note: A monetary adjustment may affect the terms
142 of Buyer's loan (e.g., down payment, interest rate). Failure to correct a physical defect may affect Buyer's ability to obtain any required
143 occupancy permit.

144 Buyer and all Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the
145 coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a special
146 knowledge or understanding of any inspection results. The parties will rely only upon the written inspection results received directly from the
147 appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by
148 any reports, records or other inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any way
149 as to the selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and services
150 may be offered by more than one company and the determination to select and engage a particular company and the completeness and
151 satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to engage a lender,
152 inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence
153 of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years
154 of experience. Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their
155 respective licensees (identified in the Brokerage Relationship disclosure Section below, collectively, the "Brokers"), shall be immune from
156 liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and
157 control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was
158 made by a person employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was
159 selected and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless
160 disregard as to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted
161 against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or
162 the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether the statement was true or false.
163 A licensee acting as a courier of documents referenced in this section shall not be considered to be making the statements contained in
164 such documents.

165 **8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS.** Regardless of any other
166 terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow
167 Holder") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow Items")
168 without the written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent such written
169 consent, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written release signed by all parties
170 consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which
171 time payment and delivery of the Earnest Money and/or any other Escrowed Items may be made into court, less any attorney fees, court costs
172 and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or
173 (4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the Earnest Money or
174 any other escrowed funds received by a Missouri licensed real estate broker is in dispute between the parties, said Escrow Holder is required
175 by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow
176 Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial
177 projected Closing Date (absent receipt of the written consent of all parties as set forth above). Note: An Escrow Holder who is not a licensed
178 real estate broker is not bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this
179 Contract regarding any Escrow Items, unless it separately agrees in writing. In any reference in this Contract (including any attached
180 Rider) to the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by
181 Escrow Holder and paid to the applicable service provider(s).

182 **9. LOSS; CONDEMNATION.** Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to
183 maintain Seller's current fire and extended coverage insurance (if any) on the Property until Closing. Seller shall do ordinary and necessary
184 maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent

185 domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the
186 Property is destroyed or materially damaged, then Seller shall immediately provide Notice to Buyer of any such event, together with copies of
187 any written communications to and from the condemning authority and/or insurer (as the case may be), the amount of proceeds payable, and
188 whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores
189 the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing.

190 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall immediately provide
191 Buyer with a copy of any policy(ies) of insurance, the name and number of the agent for each policy and written authorization (if needed) for
192 Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds
193 (and/or condemnation payments and awards), if any, payable to Seller relating to the Property, in which case the amount of any such
194 payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance) shall be a credit against the Purchase
195 Price otherwise payable by Buyer at Closing, and Seller shall assign to Buyer all remaining claims and rights to or arising out of any such
196 casualty or taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, and thereby release all parties
197 from further liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice
198 of Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance
199 information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than 10 days prior
200 to the date scheduled for Closing). Seller shall not settle any claim regarding a taking of any part of the Property by eminent domain or
201 condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall
202 not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this
203 Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to
204 finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section
205 shall survive Closing.

206 **10. ADJUSTMENTS AND CLOSING COSTS.** Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient
207 Funds to satisfy their respective obligations hereunder, as of the date of Closing (except as may otherwise be expressly set forth herein or in a
208 rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by
209 Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents required of them pursuant to this
210 Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved
211 Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150.

212 **Buyer shall pay for (where applicable):** (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required
213 by lender; (c) fees for the Survey or any appraisal ordered by or for Buyer; (d) title company charges (including Closing, recording and
214 escrow fees) customarily paid by a buyer in the County where the Property is located; (e) charges imposed by lender (e.g., appraisal and
215 credit report fees, loan discount "points", loan origination or funding fees and other loan expenses), unless specifically agreed to be paid by
216 Seller; (f) building, termite, environmental and any other inspections ordered by Buyer; (g) special taxes, special subdivision and any other
217 owner association assessments ("Special Assessments") levied after Closing; (h) the value of any heating oil or propane gas left in any tank
218 at the Property (based on current market rate charged by supplier); (i) agreed upon repairs; (j) applicable municipal occupancy permit fee; and
219 (k) any commission or other compensation due from Buyer to the Broker(s).

220 **Seller shall pay for (where applicable):** (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by
221 Buyer); (b) expenses of Buyer's loan agreed to by Seller in Section 5; (c) title company charges (including Closing, releasing and escrow
222 fees) customarily paid by a seller in the County where the Property is located; (d) required municipal, conservation district and fire district
223 inspection fees; (e) so-called "one-time" Special Assessments levied before Closing; (f) security deposits and prepaid rents and expenses or
224 Income (as defined below) held by Seller (to be credited to Buyer at Closing); (g) agreed upon repairs; and (h) any commission or other
225 compensation due from Seller to the Broker(s).

226 **Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing (Seller to pay for**
227 **day of Closing):** (a) current rents (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and
228 not adjusted; (b) all other profits, royalties, tolls or earnings arising out of or in connection with the Property ("Income") provided that no
229 proration shall be made to any Income of which any portion is more than thirty (30) calendar days past due, which delinquent Income may be
230 collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any time period
231 prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer for any time period after
232 Closing; (c) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
233 (d) installments of Special Assessments becoming due during the calendar year of Closing; (e) subdivision upkeep assessments and monthly
234 association fee; (f) interest (if Buyer assumes an existing loan per Section 5 above); and (g) flat rate utility charges (including water, sewer
235 and trash).

236 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Contract is binding on and shall inure to the benefit of
237 the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of
238 Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note.
239 Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire,
240 and/or Seller may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to §1031 of the Internal Revenue Code
241 (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such
242 Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation
243 of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to
244 incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another
245 party (the "Requesting Party"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its
246 rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact
247 complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party
248 with respect to an Exchange.

249 **12. ENTIRE AGREEMENT/MODIFICATION.** This Contract and any rider(s) or other attachments hereto (if any) constitute the entire
250 agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject
251 matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

252 **13. DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming a default
253 shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not
254 required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party
255 shall have the following remedies:

256 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a
257 result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from liability
258 upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to
259 be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be
260 extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest
261 Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now
262 determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest
263 Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to Section 8). Buyer's release of Seller shall
264 not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

265 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a
266 result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to Section 8) retain the Earnest
267 Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to
268 ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such
269 actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest
270 Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth
271 in the listing or other brokerage service agreement entered into between them.

272 **14. PREVAILING PARTY.** In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be
273 entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable
274 attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

275 **15. SELLER'S DISCLOSURE STATEMENT. (check one)**

276 **A.** Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this
277 Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address
278 any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract.

279 **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement (MAR form DSC-8020) within 1 day after the Effective Date.
280 Buyer shall have 3 days after delivery of the Disclosure Statement to review said disclosure and to deliver Notice of termination to Seller if
281 this Contract is to be terminated, in which case the Earnest Money shall (subject to Section 8) be returned to Buyer. If Buyer does not timely
282 deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

283 **C.** No Seller's Disclosure Statement will be provided by Seller.

284 Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the best of Seller's
285 knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the
286 Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any
287 existing information set forth in the Seller's Disclosure Statement false or materially misleading.

288 **16. FINAL WALK-THROUGH.** Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the
289 right to enter and "walk-through" and verify the condition of the Property. Seller will arrange, at Seller's expense, to have all utilities turned
290 on during the Inspection Period and during this "walk-through" (unless utilities have been transferred to Buyer). If the Property is then
291 vacant, Buyer shall have the right to have the utilities transferred to Buyer within _____ days (4 days if none stated) prior to Closing. This
292 "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same
293 general condition as it was on the Effective Date; and (2) repairs agreed upon (if any) are completed in a workmanlike manner. Waiver of
294 any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed
295 upon or required by this Contract.

296 **17. SIGNATURES.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which
297 shall constitute one and the same instrument. For purposes of executing this Contract, a document signed and/or transmitted by any electronic
298 form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine,
299 digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

300 **18. GOVERNING LAW/CONSTRUCTION.** This Contract shall be construed in accordance with the laws of the State of Missouri,
301 including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter
302 gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of
303 reference and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any one or more
304 provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity,
305 illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract
306 shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable
307 provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of
308 the parties.

309 **19. NOTICES.** Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under
310 this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed to have been delivered to Seller upon
311 delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a listing contract, a
312 designated agent (if any) acting on behalf of Seller, a dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be
313 in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer,
314 whether as a limited agent pursuant to a buyer's agency agreement, a designated agent (if any) acting on behalf of Buyer, a dual agent,
315 transaction broker or as a Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

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- 20. RIDERS.** The following are attached and incorporated herein as part of this Contract: *(check all that apply)*
- Financing Agreements MSC-2010 Contract Conditions MSC-2020 Dispute Resolution MSC-2030
- Other *contingencies set forth on Exhibit A* Other
- 21. SPECIAL AGREEMENTS.** Environmental Review Contingency to be allowed up to 90 days for completion.

331

- 22. PRINCIPAL(S) INVOLVED.** *(check one, neither or both, as applicable)*
- Seller Buyer is a licensed real estate broker or salesperson and is a principal party in this transaction.

332

- 23. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION.** *(check one, neither or both, as applicable)*

333

- Seller Buyer

334

Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

335

24. BROKERAGE RELATIONSHIP. By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

336

Licensee assisting Buyer is a: *(Check appropriate box)*

337

Buyer's Limited Agent (acting on behalf of Buyer).

338

Seller's Limited Agent (acting on behalf of Seller).

339

Dual Agent (acting on behalf of both Buyer and Seller).

340

Designated Agent (designated to act on behalf of Buyer).

341

Transaction Broker Assisting Buyer (not acting on behalf of either Buyer or Seller).

342

Subagent of Seller (acting on behalf of Seller)

343

Licensee assisting Seller is a: *(Check appropriate box)*

Buyer's Limited Agent (acting on behalf of Buyer).

Seller's Limited Agent (acting on behalf of Seller).

Dual Agent (acting on behalf of both Seller and Buyer).

Designated Agent (designated to act on behalf of Seller).

Transaction Broker Assisting Seller (not acting on behalf of either Seller or Buyer).

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

344

House of Brokers Realty, Inc. Real Estate R US

345

Broker's Firm Assisting Buyer (and MLS ID No., if required) **Broker's Firm Assisting Seller (and MLS ID No., if required)**

346

By (Signature) Audrey Spieler By (Signature) _____

347

Licensee's Printed Name: Audrey Spieler Licensee's Printed Name: John Payne

348

Date: _____ Date: _____

349

350

25. FRANCHISE DISCLOSURE. Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

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26. SALES INFORMATION. Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

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27. FOREIGN INVESTMENT. Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

354

28. ANTI-TERRORISM. Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

355

29. ACCEPTANCE DEADLINE. Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted this offer, in writing, and provided further that communication of that acceptance is made to Buyer or to the licensee assisting the Buyer by _____ m., of _____.

356

30. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the obligations of the parties under this Contract. All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

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SIGNATURE PAGE TO FOLLOW

Reference (e.g., Seller & Buyer) Payne Enterprises - City of Columbia

379 **BUYER:** (for a corporation, limited liability company, partnership or other form of legal entity)

380 _____

Attest:

381 By: _____

382 Printed Name: Mike Matthes

Printed Name: _____

383 Title: Cty Manager, City of Columbia

Date: _____ Time: _____

384 Date: _____ Time: _____

385 **BUYER:** (for one or more individuals)

386 _____

Buyer

387 Buyer

Printed Name: _____

388 Printed Name: _____

Date: _____ Time: _____

389 Date: _____ Time: _____

390 **SELLER** (check one and initial _____) rejects counter offers (Counter Offer form MSC-2040, which
391 amends the terms of this offer, is attached and incorporated into this Contract).

392 **By signing below, Seller indicates Seller has ACCEPTED this offer.**

393 **SELLER:** (for a corporation, limited liability company, partnership or other form of legal entity)

394 _____

Attest:

395 By: _____

396 Printed Name: Payne Enterprises - Corp

Printed Name: _____

397 Title: _____

Date: _____ Time: _____

398 Date: _____ Time: _____

399 **SELLER:** (for one or more individuals)

400 _____

Seller

401 Seller

Printed Name: _____

402 Printed Name: _____

Date: _____ Time: _____

403 Date: _____ Time: _____

404 **RECEIPT AND ACKNOWLEDGEMENT**

405 **Receipt of the Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth in**
406 **Section 3.**

407 **By (Signature)** _____

408 **Licensee's Printed Name:** _____

Date: _____

Approved by legal counsel for use exclusively by current members of the Missouri Association of Realtors, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made. Last Revised 12/31/10.

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Exhibit A

List of Contingencies for Homeless Drop-in Center Site Purchase

1. Environmental Review Contingency Language

Notwithstanding any other provision of this Contract, Purchaser shall have no obligation to purchase the Property, and no transfer of title to the Purchaser may occur, unless and until [City of Columbia] has provided Purchaser and/or Seller with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. [City of Columbia] shall use its best efforts to conclude the environmental review of the property expeditiously.

2. Council Approval Contingency Language

This contract is contingent upon formal approval by the Columbia City Council.

3. Rezoning Contingency

This contract is contingent upon formal Columbia City Council approval of rezoning the property to Planned Office District (O-P).



This Contract has important legal and tax consequences. If not understood, consult your attorney before signing.

Contract for Sale of Vacant Land

1 This Contract is made between Mike Matthes, City Manager, City of Columbia, Missouri ("Seller")
2 and Payne Enterprises Corp, ("Buyer").
3 The "Effective Date" shall be the date adjacent to the signature of the last party to sign this Contract or the Counter Offer attached hereto (if
4 any).

5 1. PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real estate (if
6 no legal description is included below, then legal description on Seller's deed(s) to govern. Legal description(s) may be confirmed by a
7 Survey pursuant to Section 6 below). Such real estate and any other included property set forth below is collectively referred to herein as the
8 "Property." (Check box if legal description attached)
Lot 6 J C Conley Add Sur 89/6

9 8th Street North Columbia MO 65201 Boone
10 Section Township Range Street Address City State Zip Code County

11 2. INCLUSIONS AND EXCLUSIONS. Note: This Contract, and not the Seller's Disclosure Statement, multi-listing or other
12 promotional material, provides for what is included in this sale. To avoid misunderstanding, the parties are urged to list below, as
13 "included" or "excluded", any items which may be subject to question. The Purchase Price and the Property includes all existing
14 improvements on the real estate and all appurtenances, fixtures and affixed equipment (which Seller warrants to convey free and clear), if
15 any:

16 The following items are also included in the sale (e.g., list any non-affixed equipment, machinery or other personal property to be included):

19 The following items are excluded from the sale (e.g., list any items leased or otherwise not owned by Seller such as satellite dish equipment):

22 3. PURCHASE PRICE.

23 \$ is the "Purchase Price" for the Property and is to be paid by Buyer as follows:
24 \$ as "Earnest Money" in the form of (check one):

25 [] personal check [] cashier's check [] other, to be supplied at the time of original delivery hereof as set
26 forth at the Receipt and Acknowledgement following the end of this Contract, and which shall be deposited not later than ten (10) banking
27 days after the Effective Date in an escrow account with ("Escrow Agent").
28 Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer
29 shall pay the balance of the Purchase Price by cashier's check or other form of funds acceptable to Closing Agent ("Funds") at Closing.

30 4. CLOSING. Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price,
31 together with all other documents and Funds required by this Contract, the "Closing") at the office of
32 ("Closing Agent") in
33, State, on Month Day, 20 (the "Closing Date").
34 City State Month Day

35 Possession and all keys will be delivered to Buyer at (check one) [] Closing or [] other

36 Note: If possession is to be transferred on a day other than day of Closing or if the Property is tenant occupied, then the parties should
37 complete and attach an appropriate rider(s). Brokers are not responsible for delivery of keys. It is recommended that Buyer change locks
38 following possession.

39 Seller warrants that the Property will be vacant as of the time of delivery of possession (except for tenants or others in possession pursuant to
40 any lease or other agreement approved pursuant to this Contract), and in its present condition (together with any improvements or repairs
41 required by this Contract), ordinary wear and tear excepted.

42 5. FINANCING. (Check applicable box)

43 [X] A. Not Conditioned Upon Financing. (Although not a condition to performance, Buyer may finance any portion of the Purchase
44 Price).

45 [] B. Nonconventional. (Attach Financing Agreements rider, MSC-2010 for Assumption; Seller Financing; or Government financing).

46 [] C. Conventional. Buyer agrees to do all things necessary, including but not limited to the execution of a completed loan application
47 and other instruments, and to cooperate fully in order to obtain the financing necessary to complete this transaction. If Buyer does not deliver
48 a Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan commitment on the terms described below by 5:00 p.m.
49 on the date (the "Loan Commitment Date") which is days (15 days if none stated) after the Effective Date then this condition shall be
50 deemed waived and Buyer's performance under this Contract shall thereafter not be conditioned upon Buyer's obtaining financing; provided,
51 however, if such lender will not give Buyer such Notice then Buyer may directly notify Seller (on or before the Loan Commitment Date) by
52 providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was

53 unable to obtain such Notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of
54 Buyer's inability to obtain the loan commitment, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to
55 Section 8).

56 (Complete one or both) Loan amount: _____ % of the Purchase Price, or \$ _____

57 Initial interest rate not to exceed: _____ % Amortization term _____ years.

58 Type (check one): Fixed Rate Adjustable Rate Other: _____

59 Other terms: cash

60
61 *A lender's loan approval process may not include an appraisal or other such comparison or determination of value of the Property.*
62 *Different types of "appraisals" are available and lender underwriting requirements vary in this regard. If Buyer's performance under this*
63 *Contract is to be independently conditioned upon the Property appraising at a specified value, then Buyer should complete and attach to*
64 *this Contract an appropriate Rider.*

65 **6. TITLE AND SURVEY.** At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as
66 directed by Buyer, by (unless otherwise specifically agreed) (check one): general warranty deed special warranty deed, or other
67 _____ (the "**Deed**") in properly
68 executed and recordable form.

69 Within 10 days (10 days if none stated) after the Effective Date (check applicable box below):

70 **A.** Seller shall deliver to Buyer, at **Seller's cost**, a commitment (the "**Title Commitment**") to issue a current ALTA owner's policy of
71 title insurance in the amount of the Purchase Price (the "**Owner's Policy**") at **Seller's cost**.

72 **B.** Seller shall deliver to Buyer an abstract of title certified to date, at **Seller's cost**.

73 **C.** Seller shall deliver to Buyer, a Title Commitment at **Seller's cost** to issue an Owner's Policy at **Buyer's cost**. (Specify if otherwise)

74
75 **D.** Buyer may order an abstractor or an authorized title insurance company to issue an abstract or Title Commitment for an Owner's
76 Policy (**both at Buyer's cost**).

77 The Title Commitment (or abstract, as the case may be) shall be issued by the Closing Agent, unless otherwise specified. If Seller already has
78 a survey of the Property in Seller's possession, Seller shall promptly deliver a copy to Buyer after the Effective Date. Buyer, at its sole
79 option, expense and liability may also obtain a survey of the Property ("**Survey**") to determine if there are any defects, encroachments,
80 overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not
81 alike (i.e., a "spot survey" is not the same as a "stake survey") and may not disclose all defects. *Note: Buyer should consult with its lender*
82 *and the title company as to their survey requirements and in order to provide full survey coverage to Buyer.*

83 Buyer shall have _____ days (20 days if none is stated) after the Effective Date to review the Title Commitment (or abstract, as the case may
84 be), including copies of all subdivision, use and other restrictions, rights of way and easements, and all other recorded documents referenced
85 as exceptions therein which Buyer may desire to obtain (the "**Review Period**"), and to deliver Notice to Seller of any objections which Buyer
86 has to any matters shown or referred to therein and/or the Survey ("**Objections**"). If any of boxes 6A, 6B or 6C is checked and Seller does
87 not timely deliver to Buyer the Title Commitment (or abstract, as the case may be), then Buyer may either obtain the same directly at Seller's
88 cost or elect to terminate this Contract, in which case the Earnest Money is to be returned to Buyer (subject to Section 8). Failure to timely
89 deliver Notice to Seller of any Objections within the Review Period will constitute a waiver by Buyer of any Objections.

90 If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections.
91 Seller shall have _____ days (7 days if none stated) from receipt of Buyer's Notice of Objections to agree in writing to correct the same prior
92 to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within _____
93 additional days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept the title
94 without correction of such Objections. *Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have*
95 *refused to agree to correct any such Objections.* If the Contract is terminated under this Section, then the Earnest Money is to be refunded to
96 Buyer (subject to Section 8) and if any defect objected to causes a failure of marketable title, then Seller shall be liable for survey and title
97 examination charges. Seller shall be liable for clearing any exception to title that arises between the Effective Date and Closing and any
98 existing lien (other than general taxes and any installments of special taxes or assessments to be prorated at Closing) may be paid out of the
99 Purchase Price proceeds. Subject thereto, any item shown on the Title Commitment, abstract or Survey (or which could have been shown on
100 a survey) and to which Buyer does not timely submit an Objection during the Review Period, or for which Buyer waives Buyer's Objections
101 as set forth herein, and specifically including all laws and zoning ordinances, are collectively referred to herein as the "**Permitted**
102 **Exceptions**". The Owner's Policy must include mechanic's lien and inflation coverage, unless the title company issuing the Owner's Policy
103 does not make available such coverage(s), or unless otherwise provided herein. Buyer is responsible for the cost of any lender's policy of title
104 insurance to be issued. If this Contract is terminated for any reason, the abstract (if any) shall be returned to Seller.

105 **7. INSPECTIONS.** Buyer may, at Buyer's option and expense, obtain written inspection reports of the Property from any independent
106 qualified inspector, contractor, appraiser or consultant that Buyer or its lender may engage, as deemed necessary by Buyer or its lender,
107 including but not limited to the condition or presence (if any) of: environmental hazards; plumbing, including water well and irrigation,
108 sewer, septic and waste water treatment systems; electrical systems and equipment; gas lines; soils and drainage. Buyer may also review
109 additional property data, including but not limited to flood plain data; zoning regulations; leases and other occupancy agreements; general
110 taxes; school district; square footage or acreage; and insurability of the Property ("**Additional Property Data**").

111 Seller agrees to permit Buyer or its representatives to enter the Property during reasonable hours and upon reasonable Notice to Seller and to
112 allow Buyer to perform such inspections; provided that such investigations do not unreasonably disrupt the operation of the Property or
113 Seller's business and/or cause any material or permanent Property damage. Buyer acknowledges that neither Seller nor anyone on Seller's
114 behalf has made, nor do they hereby make, any warranties, guarantees or representations as to the past, present or future condition, income,
115 expenses, operation or any other matter or thing affecting or relating to the Property, excepting only as may be expressly set forth in this
116 Contract. The results of any inspection or test and the reports and conclusions of Buyer and Buyer's representatives shall be kept confidential

117 (except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items to Buyer's attorney,
118 accountants, lenders and other parties reasonably necessary to enable Buyer to evaluate the Property. Buyer shall directly maintain, and shall
119 cause any contractor or consultant engaged by it or its lender to maintain, adequate insurance at all times while performing any inspection at
120 the Property.

121 Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller with a written list of
122 unacceptable condition(s) (the "Inspection Notice", See MSC-2050) within _____ days (10 days if none stated) after the Effective Date (the
123 "Inspection Period"). (Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice
124 should include all matters unacceptable to Buyer). Buyer agrees to immediately repair any damage to the Property and to indemnify and
125 hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and
126 court costs resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract. If Seller has
127 not received an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such
128 inspection(s). If timely Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that
129 any unacceptable conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or (3) Buyer is terminating the
130 Contract with the Earnest Money to be returned to Buyer (subject to Section 8). Failure to obtain any inspection shall constitute a waiver and
131 acceptance by Buyer of any condition any inspection may have disclosed.

132 If this Contract is not terminated as provided above, Seller shall have _____ days (7 days if none stated) after Seller's receipt of the Inspection
133 Notice (the "Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. (Note: If Seller fails to timely respond
134 to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary
135 adjustment at Closing). The parties shall have an additional _____ days (3 days if none stated) after Buyer's receipt of Seller's response to
136 Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a
137 monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the
138 Earnest Money shall be returned to Buyer (subject to Section 8); provided, however, that either a written commitment by Seller to correct
139 those items submitted by Buyer for correction during the Inspection Period at Seller's expense, or a written commitment by Buyer to accept
140 the Property without correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for
141 purposes of this paragraph, even after earlier negotiation failed to produce an agreement. Note: A monetary adjustment may affect the terms
142 of Buyer's loan (e.g., down payment, interest rate). Failure to correct a physical defect may affect Buyer's ability to obtain any required
143 occupancy permit.

144 Buyer and all Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the
145 coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a special
146 knowledge or understanding of any inspection results. The parties will rely only upon the written inspection results received directly from the
147 appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by
148 any reports, records or other inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any way
149 as to the selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and services
150 may be offered by more than one company and the determination to select and engage a particular company and the completeness and
151 satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to engage a lender,
152 inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence
153 of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years
154 of experience. Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their
155 respective licensees (identified in the Brokerage Relationship disclosure Section below, collectively, the "Brokers"), shall be immune from
156 liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and
157 control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was
158 made by a person employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was
159 selected and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless
160 disregard as to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted
161 against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or
162 the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether the statement was true or false.
163 A licensee acting as a courier of documents referenced in this section shall not be considered to be making the statements contained in
164 such documents.

165 **8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS.** Regardless of any other
166 terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow
167 Holder") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow Items")
168 without the written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent such written
169 consent, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written release signed by all parties
170 consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which
171 time payment and delivery of the Earnest Money and/or any other Escrowed Items may be made into court, less any attorney fees, court costs
172 and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or
173 (4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the Earnest Money or
174 any other escrowed funds received by a Missouri licensed real estate broker is in dispute between the parties, said Escrow Holder is required
175 by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow
176 Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial
177 projected Closing Date (absent receipt of the written consent of all parties as set forth above). Note: An Escrow Holder who is not a licensed
178 real estate broker is not bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this
179 Contract regarding any Escrow Items, unless it separately agrees in writing. In any reference in this Contract (including any attached
180 Rider) to the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by
181 Escrow Holder and paid to the applicable service provider(s).

182 **9. LOSS; CONDEMNATION.** Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to
183 maintain Seller's current fire and extended coverage insurance (if any) on the Property until Closing. Seller shall do ordinary and necessary
184 maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent

185 domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the
186 Property is destroyed or materially damaged, then Seller shall immediately provide Notice to Buyer of any such event, together with copies of
187 any written communications to and from the condemning authority and/or insurer (as the case may be), the amount of proceeds payable, and
188 whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores
189 the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing.

190 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall immediately provide
191 Buyer with a copy of any policy(ies) of insurance, the name and number of the agent for each policy and written authorization (if needed) for
192 Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds
193 (and/or condemnation payments and awards), if any, payable to Seller relating to the Property, in which case the amount of any such
194 payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance) shall be a credit against the Purchase
195 Price otherwise payable by Buyer at Closing, and Seller shall assign to Buyer all remaining claims and rights to or arising out of any such
196 casualty or taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, and thereby release all parties
197 from further liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice
198 of Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance
199 information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than 10 days prior
200 to the date scheduled for Closing). Seller shall not settle any claim regarding a taking of any part of the Property by eminent domain or
201 condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall
202 not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this
203 Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to
204 finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section
205 shall survive Closing.

206 **10. ADJUSTMENTS AND CLOSING COSTS.** Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient
207 Funds to satisfy their respective obligations hereunder, as of the date of Closing (except as may otherwise be expressly set forth herein or in a
208 rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by
209 Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents required of them pursuant to this
210 Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved
211 Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150.

212 **Buyer shall pay for (where applicable):** (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required
213 by lender; (c) fees for the Survey or any appraisal ordered by or for Buyer; (d) title company charges (including Closing, recording and
214 escrow fees) customarily paid by a buyer in the County where the Property is located; (e) charges imposed by lender (e.g., appraisal and
215 credit report fees, loan discount "points", loan origination or funding fees and other loan expenses), unless specifically agreed to be paid by
216 Seller; (f) building, termite, environmental and any other inspections ordered by Buyer; (g) special taxes, special subdivision and any other
217 owner association assessments ("Special Assessments") levied after Closing; (h) the value of any heating oil or propane gas left in any tank
218 at the Property (based on current market rate charged by supplier); (i) agreed upon repairs; (j) applicable municipal occupancy permit fee; and
219 (k) any commission or other compensation due from Buyer to the Broker(s).

220 **Seller shall pay for (where applicable):** (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by
221 Buyer); (b) expenses of Buyer's loan agreed to by Seller in Section 5; (c) title company charges (including Closing, releasing and escrow
222 fees) customarily paid by a seller in the County where the Property is located; (d) required municipal, conservation district and fire district
223 inspection fees; (e) so-called "one-time" Special Assessments levied before Closing; (f) security deposits and prepaid rents and expenses or
224 Income (as defined below) held by Seller (to be credited to Buyer at Closing); (g) agreed upon repairs; and (h) any commission or other
225 compensation due from Seller to the Broker(s).

226 **Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing (Seller to pay for**
227 **day of Closing):** (a) current rents (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and
228 not adjusted; (b) all other profits, royalties, tolls or earnings arising out of or in connection with the Property ("Income") provided that no
229 proration shall be made to any Income of which any portion is more than thirty (30) calendar days past due, which delinquent Income may be
230 collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any time period
231 prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer for any time period after
232 Closing; (c) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
233 (d) installments of Special Assessments becoming due during the calendar year of Closing; (e) subdivision upkeep assessments and monthly
234 association fee; (f) interest (if Buyer assumes an existing loan per Section 5 above); and (g) flat rate utility charges (including water, sewer
235 and trash).

236 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Contract is binding on and shall inure to the benefit of
237 the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of
238 Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note.
239 Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire,
240 and/or Seller may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to §1031 of the Internal Revenue Code
241 (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such
242 Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation
243 of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to
244 incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another
245 party (the "Requesting Party"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its
246 rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact
247 complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party
248 with respect to an Exchange.

249 **12. ENTIRE AGREEMENT/MODIFICATION.** This Contract and any rider(s) or other attachments hereto (if any) constitute the entire
250 agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject
251 matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

13. **DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

A. Seller Defaults. If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to Section 8). Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

B. Buyer Defaults. If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to Section 8) retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

14. PREVAILING PARTY. In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

15. SELLER'S DISCLOSURE STATEMENT. (check one)

A. Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract.

B. Seller agrees to provide Buyer with a Seller's Disclosure Statement (MAR form DSC-8020) within 1 day after the Effective Date. Buyer shall have 3 days after delivery of the Disclosure Statement to review said disclosure and to deliver Notice of termination to Seller if this Contract is to be terminated, in which case the Earnest Money shall (subject to Section 8) be returned to Buyer. If Buyer does not timely deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

C. No Seller's Disclosure Statement will be provided by Seller.

Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the best of Seller's knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.

16. FINAL WALK-THROUGH. Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the right to enter and "walk-through" and verify the condition of the Property. Seller will arrange, at Seller's expense, to have all utilities turned on during the Inspection Period and during this "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within _____ days (4 days if none stated) prior to Closing. This "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it was on the Effective Date; and (2) repairs agreed upon (if any) are completed in a workmanlike manner. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract.

17. SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Contract, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

18. GOVERNING LAW/CONSTRUCTION. This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

19. NOTICES. Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed to have been delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a listing contract, a designated agent (if any) acting on behalf of Seller, a dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent pursuant to a buyer's agency agreement, a designated agent (if any) acting on behalf of Buyer, a dual agent, transaction broker or as a Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

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20. RIDERS. The following are attached and incorporated herein as part of this Contract: *(check all that apply)*
 Financing Agreements MSC-2010 Contract Conditions MSC-2020 Dispute Resolution MSC-2030
 Other _____ Other _____ Other _____

21. SPECIAL AGREEMENTS. _____

331

22. PRINCIPAL(S) INVOLVED. *(check one, neither or both, as applicable)*

332

Seller Buyer is a licensed real estate broker or salesperson and is a principal party in this transaction.

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23. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION. *(check one, neither or both, as applicable)*

334

Seller Buyer

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Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship

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Section below is (are) the only real estate broker(s) involved in this sale.

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24. BROKERAGE RELATIONSHIP. By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed

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by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or

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regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case may be), by said undersigned

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licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their

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relationship.

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Licensee assisting Buyer is a: *(Check appropriate box)*

343

Buyer's Limited Agent (acting on behalf of Buyer).

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Seller's Limited Agent (acting on behalf of Seller).

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Dual Agent (acting on behalf of both Buyer and Seller).

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Designated Agent (designated to act on behalf of Buyer).

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Transaction Broker Assisting Buyer (not acting on behalf of

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either Buyer or Seller).

349

Subagent of Seller (acting on behalf of Seller)

350 **Licensee assisting Seller is a:** *(Check appropriate box)*

351 Buyer's Limited Agent (acting on behalf of Buyer).

352 Seller's Limited Agent (acting on behalf of Seller).

353 Dual Agent (acting on behalf of both Seller and Buyer).

354 Designated Agent (designated to act on behalf of Seller).

355 Transaction Broker Assisting Seller (not acting on behalf of

either Seller or Buyer).

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By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

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House of Brokers Realty, Inc. _____

Real Estate R US _____

359

Broker's Firm Assisting Buyer (and MLS ID No., if required)

Broker's Firm Assisting Seller (and MLS ID No., if required)

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By (Signature) _____

By (Signature) _____

361

Licensee's Printed Name: Audrey Spieler _____

Licensee's Printed Name: John Payne _____

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Date: _____

Date: _____

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25. FRANCHISE DISCLOSURE. Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible

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for the acts of said Broker(s).

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26. SALES INFORMATION. Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the

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Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or

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Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

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27. FOREIGN INVESTMENT. Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax

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Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

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28. ANTI-TERRORISM. Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is

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not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as

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defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

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29. ACCEPTANCE DEADLINE. Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted

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this offer, in writing, and provided further that communication of that acceptance is made to Buyer or to the licensee assisting the Buyer by

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_____.m., of _____.

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30. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the obligations of the parties under this Contract.

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All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used herein, a "day" is defined

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as a 24-hour calendar day, seven (7) days per week.

SIGNATURE PAGE TO FOLLOW

Reference (e.g., Seller & Buyer) Payne Enterprises - City of Columbia

379 **BUYER:** (for a corporation, limited liability company, partnership or other form of legal entity)

380 _____ **Attest:**
381 By: _____
382 Printed Name: _____ Printed Name: _____
383 Title: _____ Date: _____ Time: _____
384 Date: _____ Time: _____

385 **BUYER:** (for one or more individuals)

386 _____
387 Buyer Buyer
388 Printed Name: Mike Matthes Printed Name: _____
389 Date: _____ Time: _____ Date: _____ Time: _____

390 **SELLER** (check one and initial _____) rejects counter offers (Counter Offer form MSC-2040, which
391 amends the terms of this offer, is attached and incorporated into this Contract).

392 **By signing below, Seller indicates Seller has ACCEPTED this offer.**

393 **SELLER:** (for a corporation, limited liability company, partnership or other form of legal entity)

394 _____ **Attest:**
395 By: _____
396 Printed Name: _____ Printed Name: _____
397 Title: _____ Date: _____ Time: _____
398 Date: _____ Time: _____

399 **SELLER:** (for one or more individuals)

400 _____
401 Seller Seller
402 Printed Name: _____ Printed Name: _____
403 Date: _____ Time: _____ Date: _____ Time: _____

404 **RECEIPT AND ACKNOWLEDGEMENT**

405 **Receipt of the Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth in**
406 **Section 3.**

407 **By (Signature)** _____

408 **Licensee's Printed Name:** Audrey Spieler **Date:** _____

Approved by legal counsel for use exclusively by current members of the Missouri Association of Realtors, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made. Last Revised 12/31/10.

© 2002 Missouri Association of Realtors

AMENDMENT: To Sales Contract dated Feb 10, 2014

By and Between: Rayco Enterprises Inc. Seller

and City of Columbia Buyer

Address or description of property: 8th Street North

_____, City Columbia MO

Amended as follows:

*All parties acknowledge there
is no earnest money.*

All other terms and conditions remain unchanged. This is a legally binding contract. If not understood, seek competent advice.

Seller _____

[Signature]
Buyer

Date _____

Date 2-24-14

Seller _____

Buyer

Date _____

Date _____

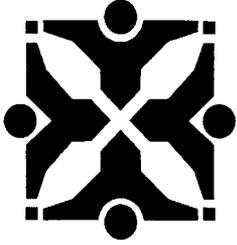
Approved by legal counsel for House of Brokers Realty, Inc.



1515 Chapel Hill Road • Columbia, MO 65203
573-446-6767 • Toll Free 800-944-1564

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Source: Community Development - CDBG/Homeless Drop-in Center Agenda Item No: *TT*

To: **City Council**
From: **City Manager and Staff** *MM*

Council Meeting Date: Apr 7, 2014

Re: Purchase of N. Eighth Street Property as Potential Homeless Drop-in Center Site

EXECUTIVE SUMMARY:

The proposed ordinance authorizes the City Manager to purchase Lot 6 J Conley Sur 89/6 located on North Eighth Street. The City Council appropriated \$126,741 of the \$1.9 million surplus from the City's FY 2012 budget to purchase a site for the homeless drop-in center.

DISCUSSION:

Council directed that \$126,741 in funding from the City's general fund be used for the purchase of a site for a homeless drop-in center. The City entered into a sales contract on February 10, 2014 with a sales price of \$80,000 for purchase of the North Eighth Street property.

The property is a vacant lot consisting of 21,409 square feet. It is currently zoned R-2 and will require rezoning to Planned Office District, O-P. The City recently procured an appraisal on an adjoining vacant lot similar in size. Comparable prices on the appraised vacant lot ranged from \$2.16 per square foot to \$4.72 per square foot. The North Eighth Street property's negotiated price falls within that range at \$3.64 per square foot. The negotiated price for the North Eighth Street property is on the higher end of comparable prices, however the location is ideal for the project due to its close proximity to additional services for homeless individuals, lot size and proximity to commercially zoned property. The sales contract is contingent upon Council approval and environmental clearance. Environmental clearance has not yet been achieved on the N. Eighth Street property.

City staff recommends Council approve the attached ordinance authorizing purchase of the North Eighth property.

FISCAL IMPACT:

No fiscal impact from purchase of the property. Funds previously appropriated.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

11.1

SUGGESTED COUNCIL ACTIONS:

Approve the attached ordinance authorizing the City to purchase the N. Eighth Street property for the homeless drop-in center site.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	Yes
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	No
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	11.1
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	