



Contract for Sale of Farm

1 This Contract is made between _____ (“Seller”)
2 and _____ (“Buyer”).

3 The “Effective Date” shall be the date of final acceptance hereof, as indicated by the date adjacent to the signature of the last party to sign
4 this Contract or the Counter Offer attached hereto (if 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, which, Legal description(s) may be confirmed by
7 the Survey, if any, pursuant to Section 6 below). Such real estate and any other included property set forth below is collectively referred to
8 herein as the “Property.” (Check Box if legal description attached)

9 Section	Township	Range	Street Address	City	State	Zip Code	County
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11 **2. INCLUSIONS, EXCLUSIONS AND EXCEPTIONS.** Note: This Contract, and not the Seller’s Disclosure Statement, multi-listing
12 service or other promotional material, provides for what is included in this sale. To avoid misunderstanding, the parties are urged to list
13 below, as “included” or “excluded,” any items which may be subject to question. The Purchase Price and the Property includes any and all
14 rights, privileges and easements appurtenant thereto, together with all existing buildings and improvements and all affixed equipment now
15 located thereon, if any, including all mechanical, HVAC, electrical and plumbing systems, fixtures and equipment, fencing and other attached
16 fixtures, trees, bushes, shrubs and plants, feed bunks in the fence, installed fences and gates, propane tanks not under lease, water association
17 rights and telephone rights where applicable, hog and cattle waterers in the fence or permanently installed, grain storage buildings and hog
18 and cattle shades on permanent foundations, auger and conveyor systems. All grain, crops, livestock, hay, silage, and non-affixed personal
19 property on the real estate are reserved by Seller or Seller’s tenant. Seller warrants to convey all included personal property free and
20 clear, and to execute and deliver to Buyer at Closing a bill of sale with warranty of title (the “Bill of Sale”).

21 The following items are also included in the sale (e.g., list any off-site or non-affixed equipment or machinery, household or other tangible
22 or intangible personal property or proprietary information, such as business name or software, to be included): _____

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

27 The Property shall be subject to the Permitted Exceptions (defined in Section 6 below), specifically including the following existing leases
28 or tenancies (subject to Buyer’s review and approval rights per Section 7 below): _____

30 **3. PURCHASE PRICE.**

31 \$ _____ is the “Purchase Price” for the Property and is to be paid by Buyer as follows:

32 \$ _____ as “Earnest Money” in the form of (check one):

- 33 personal check cashier’s check other _____, to be supplied (check one):
- 34 at the time of original delivery hereof as set forth at the Receipt and Acknowledgement following the end of this Contract; or
- 35 other _____;

36 and in either case, be deposited not later than ten (10) banking days after the Effective Date in an escrow account with
37 _____ (“Escrow

38 Agent”). Unless otherwise expressly agreed to herein, any interest earned on such deposit shall be added to and form part of the
39 Earnest Money. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer shall pay the balance of the Purchase Price by
40 cashier’s check or other form of funds acceptable to Closing Agent (“Funds”) at Closing.

41 **4. CLOSING.** Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price,
42 together with all other documents and Funds required by this Contract, the “Closing”) at the office of
43 _____ (“Closing Agent”) in
44 _____, _____, on _____, 20____ (the “Closing

45 Date”).
46 City State Month Day

47 Possession and all keys will be delivered to Buyer at: (check one) Closing or other _____.

48 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
49 complete and attach an appropriate Rider(s). Brokers are not responsible for delivery of keys. It is recommended that Buyer change
50 locks following possession.

51 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
52 any lease or other agreement identified above and/or approved pursuant to this Contract), and in its present condition (together with any
53 improvements or repairs required by this Contract), ordinary wear and tear excepted.

54 **5. FINANCING.** (Check applicable box)

55 **A. Not Conditioned Upon Financing.** (Although not a condition to performance, Buyer may finance any portion of the Purchase
56 Price).

Reference (e.g., Seller & Buyer) _____

57 **B. Nonconventional.** (~~See attached Rider~~(Attach Financing Agreements rider, MSC-2010 for Assumption; Seller Financing; or
58 Government financing).

59 **C. Conventional.** Buyer agrees to do all things necessary, including but not limited to the execution of a completed loan application
60 and other instruments, and to cooperate fully in order to obtain the financing necessary to complete this transaction. If Buyer does not deliver
61 ~~written~~ 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
62 p.m. on the date (the "**Loan Commitment Date**") which is _____ days (30 days if none stated) after the Effective Date, then this condition
63 shall be deemed waived and Buyer's performance under this Contract shall thereafter not be conditioned upon Buyer's obtaining financing;
64 provided, however, if such lender will not give Buyer such ~~written notice~~ Notice then Buyer may directly notify Seller (on or before the Loan
65 Commitment Date) by providing a ~~sworn~~ notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that
66 despite request, Buyer was unable to obtain such ~~written notice~~ Notice from lender. If Buyer has complied with the terms of this paragraph
67 and has timely provided ~~written~~ Notice to Seller of Buyer's inability to obtain the loan commitment, then this Contract shall terminate with
68 Earnest Money to be returned to Buyer (subject to Section 8).

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

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

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

72 Other terms: _____

73 _____

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

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

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

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

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

86 **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) _____

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

90 The Title Commitment (or abstract, as the case may be) shall be issued by the Closing Agent, unless otherwise specified. If Seller already has
91 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
92 option, expense and liability may also obtain a survey of the Property ("**Survey**") to determine if there are any defects, encroachments,
93 overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not
94 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**
95 **and the title company as to their survey requirements and in order to provide full survey coverage to Buyer.**

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

104 If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections.
105 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
106 to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within _____
107 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
108 without correction of such Objections. **Note: For purposes of this subparagraph, if Seller fails to timely respond to Buyer's Objections,**
109 **then Seller shall be deemed to have refused to agree to correct any such Objections.** If the Contract is terminated under this
110 ~~paragraph~~Section, then the Earnest Money is to be refunded to Buyer and if any defect objected to causes a failure of marketable title, then
111 Seller shall be liable for survey and title examination charges. Seller shall be liable for clearing any exception to title that arises between the
112 Effective Date and Closing, and any existing lien (other than general taxes and any installments of special taxes or assessments to be prorated
113 at Closing may be paid out of the Purchase Price proceeds. Subject thereto, any item shown on the Title Commitment, abstract or Survey (or
114 which could have been shown thereon) and to which Buyer does not timely submit an Objection during the Review Period, or for which
115 Buyer waives Buyer's Objections as set forth herein, and specifically including all laws and zoning ordinances, all existing leases and other
116 occupancy rights of tenants and others existing on the date this Contract is executed by Buyer, and which have been disclosed to Buyer in
117 writing before execution of this Contract by Buyer (including any cropsharing agreements and/or federal, state or local farm loan, price
118 support or subsidy programs, such as the Conservation Reserve Program, Direct and Counter-Cyclical Payment Program), general real estate
119 taxes payable in the current year or thereafter, and any lien, encumbrance or other matter created or accepted by Buyer in writing are
120 collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy must include mechanic's lien and inflation coverage,
121 unless the title company issuing the Owner's Policy does not make available such coverage(s), or unless otherwise provided herein. Buyer is

122 responsible for the cost of any lender's policy of title insurance to be issued. If this Contract is terminated for any reason, the abstract (if any)
123 shall be returned to Seller.

124 **7. INSPECTIONS.** Buyer may, at Buyer's option and expense, obtain written inspection reports of the Property from any qualified
125 inspector, contractor, appraiser or consultant that Buyer or its lender may engage, as deemed necessary by Buyer or its lender, including but
126 not limited to the condition or presence (if any) of: environmental hazards; mold; termite and wood destroying insect infestation or damage;
127 plumbing, including water well and irrigation, sewer, septic and waste water treatment systems; roof and other structural improvements;
128 heating and air conditioning systems and equipment; chimneys, flues and gas lines; leaks and exterior drainage and electrical and mechanical
129 systems and equipment, including appliances. Buyer may also review additional property data, including but not limited to flood plain data;
130 zoning regulations; leases and other occupancy agreements; general taxes; school district; square footage or acreage; and insurability of the
131 Property ("Additional Property Data"). Buyer and Buyer's representatives may also, at Buyer's option, obtain copies of such books,
132 computer records, reports, leases, agreements, contracts, financial records, permits, licenses, approvals and such other records retained by
133 Seller as are necessary and appropriate for the use and occupancy of the Property or reflecting the income or expenses of the Property
134 ("Records"). Seller agrees to permit Buyer or its representatives to enter the Property during reasonable hours and upon reasonable Notice to
135 Seller and to allow Buyer access to such Records, and to perform such inspections; provided that such investigations do not unreasonably
136 disrupt the operation of the Property or Seller's business and/or cause any material or permanent Property damage. Buyer acknowledges that
137 neither Seller nor anyone on Seller's behalf has made, nor do they hereby make, any warranties, guarantees or representations as to the past,
138 present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property, excepting only as
139 may be expressly set forth in this Contract. Buyer should contact law enforcement officials for information pertaining to whether registered
140 sex offenders or other convicted criminals reside in the area. The results of any inspection or test and the Reports and conclusions of
141 Buyer and Buyer's representatives ("Reports") shall be kept confidential (except as required by law) by Buyer and Buyer's representatives;
142 provided that Buyer may disclose such items to Buyer's attorney, accountants, lenders and other parties reasonably necessary to enable Buyer
143 to evaluate the Property. Buyer shall directly maintain, and shall cause any contractor or consultant engaged by it or its lender to maintain,
144 adequate insurance at all times while performing any inspection at the Property. Buyer agrees to immediately repair any damage to the
145 Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation
146 reasonable attorney fees and court costs, resulting from these inspections. Buyer's obligations under this Section shall survive termination of
147 this Contract.

148 Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller ~~along~~ with a written list
149 of any unacceptable condition(s) pertaining thereto or to the Records (the "Inspection Notice", ~~see~~ MSC-2050) within ___ days (*30 days*
150 *if none stated*) after the Effective Date (the "Inspection Period"). *Note: Buyer is allowed to submit only 1 Inspection Notice during the*
151 *Inspection Period. The Inspection Notice should include all matters unacceptable to Buyer.* If Seller has not received ~~a written an~~
152 Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such inspection(s). If timely
153 Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable
154 conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or (3) Buyer is terminating the Contract, with the Earnest
155 Money to be returned to Buyer (subject to Section 8). Failure to obtain any inspection shall constitute a waiver and acceptance by Buyer of
156 any condition any inspection may have disclosed.

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

169 ~~At~~ Buyer and all Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the
170 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
171 knowledge or understanding of any inspection results. The parties will rely only upon the written inspection results received directly from the
172 appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by
173 any Reports, Records or other inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any way
174 as to the selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and services
175 may be offered by more than one company and the determination to select and engage a particular company and the completeness and
176 satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to engage a lender,
177 inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence
178 of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years
179 of experience. *Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their*
180 *respective licensees (identified in the Brokerage Relationship disclosure Section below ~~to~~ collectively, the "Brokers"), shall be immune*
181 *from liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and*
182 *control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was*
183 *made by a person employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was*
184 *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*
185 *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*
186 *against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or*
187 *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.*
188 *A licensee acting as a courier of documents referenced in this section shall not be considered to be making the statements contained in*
189 *such documents.*

190 **8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS.** Regardless of any other
191 terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, “**Escrow**
192 **Holder**”) shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it (“**Escrow Items**”)
193 without the written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent such written
194 consent, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written release signed by all parties
195 consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which
196 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
197 and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or
198 (4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the Earnest Money or
199 any other escrowed funds, received by a Missouri licensed real estate broker ~~or salesperson~~, is in dispute between the parties, said Escrow
200 Holder is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected
201 Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty
202 (60) days after the initial projected Closing Date (absent receipt of the written consent of all parties as set forth above). **Note: An Escrow**
203 **Holder who is not a licensed real estate broker ~~or salesperson~~ is not bound by certain Missouri statutes and regulations which apply to**
204 **earnest money deposits, or by the terms of this Contract regarding any Escrow Items, unless it separately agrees in writing.** In any
205 reference in this Contract (including any attached Rider) to the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by
206 or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

207 **9. LOSS; CONDEMNATION.** Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to
208 maintain Seller’s current fire and extended coverage insurance (*if any*) on the Property until Closing. Seller shall do ordinary and necessary
209 maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent
210 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
211 Property is destroyed or materially damaged, then Seller shall immediately provide ~~written~~-Notice to Buyer of any such event, together with
212 copies of any written communications to and from the condemning authority and/or insurer (*as the case may be*), the amount of proceeds
213 payable, and whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If
214 Seller restores the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing.

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

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

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

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

251 **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**
252 **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
253 not adjusted; (b) all other profits, royalties, tolls or earnings arising out of or in connection with the Property (“**Income**”) provided that no
254 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
255 collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any time period
256 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

Reference (e.g., Seller & Buyer)

257 Closing; (c) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
258 (d) installments of Special Assessments becoming due during the calendar year of Closing; (e) subdivision upkeep assessments and monthly
259 association fee; (f) interest (if Buyer assumes an existing loan per Section 5 above); and (g) flat rate utility charges (including water, sewer
260 and trash).

261 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Contract is binding on and shall inure to the benefit of
262 the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of
263 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.
264 Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire,
265 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
266 (the “**Code**”). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such
267 Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation
268 of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to
269 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
270 party (the “**Requesting Party**”). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its
271 rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact
272 complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party
273 with respect to an Exchange.

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

277 **13. DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming a default
278 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
279 required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party
280 shall have the following remedies:

281 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a
282 result of the delay in the acquisition of the Property; (2) terminate this Contract by ~~written~~ Notice to Seller, and agree to release Seller from
283 liability upon Seller’s release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and
284 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
285 would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller’s breach, and that return of the
286 Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties
287 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
288 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
289 Seller shall not relieve Seller’s liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement
290 between them.

291 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a
292 result of the delay in the sale of the Property; (2) terminate this Contract by ~~written~~ Notice to Buyer, and (subject to Section 8) retain the
293 Earnest Money as liquidated damages and as Seller’s sole remedy (the parties recognizing it would be extremely difficult, if not impossible,
294 to ascertain the extent of actual damages caused by Buyer’s breach, and that the Earnest Money represents as fair an approximation of such
295 actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest
296 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
297 in the listing or other brokerage service agreement entered into between them.

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

301 **15. SELLER’S DISCLOSURE STATEMENT. (check one)**

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

305 B. Seller agrees to provide Buyer with a Seller’s Disclosure Statement (MAR form DSC-8020) within 1 day after the Effective Date.
306 Buyer shall have 3 days after delivery of the Disclosure Statement to review said disclosure, ~~or~~ and to deliver ~~written~~ Notice of termination to
307 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
308 not timely deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

309 C. No Seller’s Disclosure Statement will be provided by Seller.

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

315 **16. LEAD-BASED PAINT DISCLOSURE.** Buyer has reviewed and signed, if required by law, a Disclosure of Information of Lead-
316 Based Paint and/or Lead-Based Paint Hazards form.

317 **17. FINAL WALK-THROUGH.** Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the
318 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
319 on during the Inspection Period and during this “walk-through” (unless utilities have been transferred to Buyer). If the Property is then
320 vacant, Buyer shall have the right to have the utilities transferred to Buyer within _____ days (4 days if none stated) prior to Closing. This
321 “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
322 general condition as it was on the Effective Date; and (2) repairs agreed upon (if any) are completed in a workmanlike manner. Waiver of

Reference (e.g., Seller & Buyer) _____

323 any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed
324 upon or required by this Contract.

325 **18. SIGNATURES.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which
326 shall constitute one and the same instrument. For purposes of executing this Contract, a document signed and transmitted by facsimile
327 machine or a scanned image, such as a pdf, via e-mail is to be treated as an original document.

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

337 **20. NOTICES.** Any notice, consent, approval, request, waiver, objection or other communication (collectively, "**Notice**") required under
338 this Contract to be delivered to Seller shall be in writing and shall be deemed to have been delivered to Seller upon delivery thereof to the
339 Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a listing contract, a designated agent (if any)
340 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
341 deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent
342 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
343 subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

344 **21. RIDERS.** The following are attached and incorporated herein as part of this Contract: (check all that apply)

- | | | |
|--|---|--|
| 345 <input type="checkbox"/> Financing Agreements MSC-2010 | <input type="checkbox"/> Contract Conditions MSC-2020 | <input type="checkbox"/> Dispute Resolution MSC-2030 |
| 346 <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

347 **22. SPECIAL AGREEMENTS.** _____

348 _____
349 _____
350 _____
351 _____
352 _____

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

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

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

- 356 Seller Buyer

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

359 **25. BROKERAGE RELATIONSHIP.** By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed
360 by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or
361 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
362 licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their
363 relationship.

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

- 365 **Buyer's Limited Agent** (acting on behalf of Buyer).
- 366 **Seller's Limited Agent** (acting on behalf of Seller).
- 367 **Dual Agent** (acting on behalf of both Buyer and Seller).
- 368 **Designated Agent** (designated to act on behalf of Buyer).
- 369 **Transaction Broker Assisting Buyer** (not acting on
370 behalf of either Buyer or Seller).
- 371 **Subagent of Seller** (acting on behalf of Seller)

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

- 373 **Buyer's Limited Agent** (acting on behalf of Buyer).
- 374 **Seller's Limited Agent** (acting on behalf of Seller).
- 375 **Dual Agent** (acting on behalf of both Seller and Buyer).
- 376 **Designated Agent** (designated to act on behalf of Seller).
- 377 **Transaction Broker Assisting Seller** (not acting on behalf
378 of either Seller or Buyer).

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

380 _____	_____
381 Broker's Firm Assisting Buyer	Broker's Firm Assisting Seller
382 (and MLS ID No., if required)	(and MLS ID No., if required)
383 By (Signature) _____	By (Signature) _____
384 Licensee's Printed Name: _____	Licensee's Printed Name: _____
385 Date: _____	Date: _____

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

Reference (e.g., Seller & Buyer) _____

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

391 **28. FOREIGN INVESTMENT.** Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property
392 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.

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

396 **30. ACCEPTANCE DEADLINE.** Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted
397 this Contract, by signing and delivering a fully-executed copy to Buyer, on or before the earlier of: (1) Buyer's delivery of written Notice to
398 Seller that this offer to purchase is withdrawn, or (2) _____, 200__, at _____.m.

399 **31. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the obligations of the parties under this Contract.**
400 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
401 as a 24-hour calendar day, seven (7) days per week.

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

403 _____ **Attest:** _____

404 By: _____ Printed Name: _____

405 Printed Name: _____ Printed Name: _____

406 Title: _____ Date: _____ Time: _____

407 Date: _____ Time: _____

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

409 _____

410 Buyer Buyer

411 Printed Name: _____ Printed Name: _____

412 Date: _____ Time: _____ Date: _____ Time: _____

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

415 **By signing below, Seller indicates Seller has ACCEPTED this Contract.**

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

417 _____ **Attest:** _____

418 By: _____ Printed Name: _____

419 Printed Name: _____ Printed Name: _____

420 Title: _____ Date: _____ Time: _____

421 Date: _____ Time: _____

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

423 _____

424 Seller Seller

425 Printed Name: _____ Printed Name: _____

426 Date: _____ Time: _____ Date: _____ Time: _____

427 **RECEIPT AND ACKNOWLEDGEMENT**

428 **Receipt of the Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as**
429 **set forth above.**

430 **By (Signature)** _____

Reference (e.g., Seller & Buyer) _____

431 Licensee's Printed Name: _____ Date: _____

Approved by legal counsel for use exclusively by [current](#) members of the Missouri Association of Realtors, P. O. Box 1327, Columbia, Missouri 65205. 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 ~~5/8/08~~[12/31/09](#).

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