

Vacant Land and Lots Sale Contract

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

1 This Vacant Land and Lots Sale Contract ("Contract") is made by and between:
 2 _____ ("Buyer") and the undersigned "Seller".

3 1. PROPERTY.

4 Seller agrees to sell and Buyer agrees to buy the real estate commonly known as:

5 000 SE 30th Rd and SE 40th Rd Lamar MO 64759 Barton
 6 **Street Address** **City** **Zip Code** **County**
 7 (Complete as applicable:) 11 31N 30W 12-01.0-11-00.0-000-002.000
 8 **Section** **Township** **Range** **Lot or Parcel ID No.**

9 ☐ (Check box if legal description attached)

10 If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

11 Such real estate, together with all buildings, improvements, fixtures and affixed equipment located thereon (if any, unless
 12 specifically excluded), including but not limited to fencing and gates, systems and utilities, trees, bushes, shrubs, plants and
 13 landscaping, all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included
 14 below, all of which Seller warrants to convey free and clear, are collectively referred to herein as the "Property".

15 2. PURCHASE PRICE/EARNEST MONEY.

16 The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ _____

17 The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are (\$0 if none stated): \$ _____ 0.00

18 The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, also complete below) \$ _____ 10%

19 Earnest Money shall be delivered by Buyer to Barton County Title _____ ("Escrow Agent") no
 20 later than 2 days (10 if none stated) after the Effective Date.

21 If Earnest Money is not timely delivered to Escrow Agent, then Seller may terminate this Contract by providing Notice
 22 thereof to Buyer at any time prior to delivery of the Earnest Money to Escrow Agent.

23 **Note:** If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as
 24 non-refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.

25 Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned
 26 thereon. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at
 27 Closing.

28 3. CLOSING.

29 Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed
 30 for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of
 31 (the Title Company identified at §6 unless otherwise specified) Barton County Title _____ ("Closing Agent")

32 at 206 W. 10th St. Lamar _____, MO on _____ or before March 30th, 2026 (the "Closing Date").
 33 **Specify Location** **Month** **Day**

34 Possession, all keys, and written information containing all access codes, usernames, passwords, and applications Buyer
 35 will need to access, operate, manage, and control any electronic systems/components at the Property will be delivered to
 36 Buyer at Closing. **Prior to possession by Buyer, Seller shall terminate and remove all access and connections to any**
 37 **electronic system/component at the Property from Seller's personal devices (e.g., smart phones, tablets,**
 38 **computers). Buyer is encouraged to change locks and reset to factory setting all codes and passwords on all**
 39 **electronic systems/components at the Property following possession. Brokers are not responsible for delivery of**
 40 **keys, or the access information outlined above**

41 **Note:** Attach a rider If possession is to be transferred other than as of Closing. The following are attached and
 42 incorporated as part of this Contract: (check all that apply):

43 ☐ MSC-2080R (Possession by Buyer Prior to Closing) ☐ MSC-2090R (Possession by Seller After Closing)
 44 ☐ MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing) ☐ (Other) _____

45 ☐ (check if applicable) The Property is to remain tenant occupied, and Rental Property Rider (MSC-2035R) is attached
 46 and incorporated herein.

47 Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s)
 48 in possession pursuant to a lease approved pursuant to this Contract), and in its present condition (together with any
 49 improvements or repairs required by this Contract), ordinary wear and tear excepted, and free of any debris or personal
 50 property not included below.

51 **4. INCLUSIONS/EXCLUSIONS.** *Note: This Contract provides for what is included in this sale, and not a Seller's*
52 *Disclosure Statement, MLS, commercial or any other listing service or promotional material.*

53 *Note: All grain, crops, livestock, hay, silage, and any non-affixed equipment or personal property now located on*
54 *the real estate are reserved by Seller or Seller's tenant and NOT deemed part of the Property (unless specifically*
55 *included below).*

56 **TO AVOID MISUNDERSTANDING LIST BELOW (AS "INCLUDED" OR "EXCLUDED") ANY ITEM WHICH MAY BE**
57 **SUBJECT TO QUESTION.**

58 **Included** (e.g., any off-site or non-affixed equipment or machinery, or other personal property to be included):
59 _____
60 _____
61 _____

62 **Excluded** (e.g., any deer stands, hunting blinds, trail cameras or other items reserved, leased or not owned by Seller):
63 _____
64 _____
65 _____

66 **5. SALE/APPRaisal/ FINANCING CONTINGENCIES.**

67 **A. Sale Contingency.** *Check one box below:*

68 ☒ This Contract is **NOT** contingent upon the sale and/or closing of any other existing property of Buyer.
69 ☐ This Contract **IS** contingent upon the sale and/or closing of an existing property of Buyer. *If this box is checked, then*
70 *complete and attach either (check applicable box):*

71 ☐ Contingency for Sale of Buyer's Existing Property (MSC-2021R), or

72 ☐ Contingency for Closing of Buyer's Existing Property (MSC-2022R).

73 ☐ **B. Appraisal Contingency.** *Check this box only if this Appraisal Contingency paragraph is intended to apply:*

74 **Note:** *A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are*
75 *available and underwriting requirements vary. If Buyer's performance under this Contract is to be conditioned upon the*
76 *Property appraising at the Purchase Price, check box B above and complete the following.*

77 Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price,
78 by an appraiser selected by Buyer or Buyer's lender and licensed by the State of Missouri (the "**Appraisal Contingency**").
79 Seller agrees to provide reasonable access to the Property for this purpose upon reasonable advance Notice from Buyer.
80 If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less
81 than the appraised value). If Buyer desires to act on this Appraisal Contingency, Buyer must deliver a written request (and
82 a complete copy of the appraisal) to Seller no later than _____ days (25 if none stated) after the Effective Date. **Note:** MSC-
83 2020N Appraisal Notice (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to
84 Seller, this Appraisal Contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the
85 Purchase Price as requested within _____ days (5 if none stated) after delivery of the Appraisal Notice to Seller (the
86 "**Appraisal Resolution Deadline**"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer,
87 subject to §8) unless Buyer waives this Appraisal Contingency by delivering Notice thereof to Seller on or before the
88 Appraisal Resolution Deadline. **Note:** MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is reduced,
89 the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

90 **C. Financing Contingency.** *Check box 1, 2, or 3 below:*

91 ☒ **1. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase
92 Price. (Also check the following, if applicable):

93 ☐ Pre-Approval Letter/Proof of Funds sufficient to complete the Closing is attached.

94 ☐ **2. Nonconventional.** *If this box is checked, then complete and attach applicable Rider:*

95 ☐ Government Loan (MSC-2011R) ☐ Seller Financing & Disclosures (MSC-2012R)

96 ☐ Loan Assumption (MSC-2013R) ☐ Other: _____

97 ☐ **3. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan
98 application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and
99 otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice,
100 provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the

101 date (the "**Loan Contingency Deadline**") which is 0 days (25 if none stated) after the Effective Date, then this contingency
102 shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining
103 financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before
104 the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this
105 paragraph and that despite request, Buyer was unable to obtain such Notice from lender (See MSC-2010A "Buyer's Financing
106 Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer complies with the
107 terms of this subpart C.3 and timely provides Notice to Seller of Buyer's inability to obtain a loan on the terms described below,
108 then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

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

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

111 Rate Type (check one): ☐ Fixed ☐ Adjustable ☐ Other: _____

112 Other terms (N/A if blank): _____

113 If Buyer does not attach MSC-2021R or MSC-2022R (per §5A), then Buyer's inability to obtain a loan due to the failure of
114 the sale and/or closing of another property of Buyer's will not constitute grounds to exercise this financing contingency. If
115 there is no Appraisal Contingency (i.e., if subpart B is not checked above) or the Appraisal Contingency has been waived
116 or removed, then failure of the Property to appraise at the Purchase Price will not constitute grounds to exercise this
117 financing contingency.

118 **Note:** If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must
119 have available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will
120 actually fund.

121 **6. TITLE/SURVEY. Note:** Any Seller paid Title Fees below are **in addition** to any "Seller Concessions" (see §10).

122 Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless
123 otherwise specifically agreed) general warranty deed (the "**Deed**"), properly executed and in recordable form.

124 **A. Title.** Within 10 days (20 if none stated) after the Effective Date (check applicable box below):

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

127 ☐ **2.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (**cost of both split 50/50 by parties**).

128 ☒ **3.** Seller shall deliver to Buyer a Title Commitment, at **Seller's cost**, to issue an Owner's Policy at **Buyer's cost.**

129 ☐ **4.** Buyer may order a Title Commitment to issue an Owner's Policy (**both at Buyer's cost**).

130 The Title Commitment and Owner's Policy shall be issued by Barton County Title (the "**Title Company**").

131 Buyer has 10 days (10 if none stated) to review the Title Commitment after its receipt, including (other than the Permitted
132 Exceptions as defined below), all recorded subdivision, use and other restrictions, rights of way and easements, and all other
133 recorded documents referenced therein which Buyer may desire to obtain (the "**Title Review Period**"), and to deliver Notice
134 to Seller of any objections which Buyer has to any matters shown or referred to therein ("**Title Objections**"); provided,
135 however, that if box A4 is checked, then Buyer has 7 days (20 if none stated) after the Effective Date (which shall be
136 deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. **Note:** MSC-
137 2055N ("**Title Notice**") may be used to facilitate the delivery of any Title Objections.

138 If Buyer timely objects, Buyer must also deliver a copy of the Title Commitment to Seller pertaining to such Objections. Seller
139 has 3 days (7 if none stated) after receipt of Buyer's Title Objections to agree in writing to correct the same, prior to
140 Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within
141 3 additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Title Objections, agrees in writing
142 to accept title without correction of such Title Objections. **Note: If Seller fails to timely respond to Buyer's Title Objections,**
143 **then Seller shall be deemed to have refused to agree to correct any of them.** If the Contract is terminated under this
144 Section, then the Earnest Money is to be refunded to Buyer (subject to §8). If any Title Objection causes a failure of marketable
145 title, then Seller shall be liable for any survey, title, inspection and appraisal costs or charges paid or incurred by Buyer.

146 **B. Survey Contingency.** (Check on box below)

147 **Note:** Buyer should consult with its lender and Title Company as to their survey requirements and ability to provide full survey
148 coverage.

149 ☒ **1. Not Contingent Upon a Survey.** Although not a condition to performance, Buyer may still elect to survey the Property.

150 ☐ **2. Contingent on Survey.** This Contract **is** contingent upon a survey of the Property.

151 ☐ "Survey Rider" (MSC-2065R) is attached and incorporated herein to identify the type of "Survey" to be obtained, from
152 whom, and the responsibility of the parties to pay for the same (the "**Survey**").

C. Permitted Exceptions. Seller is solely responsible and liable for clearing any title or survey exception that arises between the Effective Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Title Commitment or a survey for which Buyer does not timely deliver a Notice of Objection shall be deemed waived, and together with all laws and zoning ordinances, all leases and any other occupancy rights of others existing as of the Effective Date which have been disclosed to and approved of by Buyer pursuant to this Contract are collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title insurance policy.

D. LIMITATION of Title Objection rights (only applies if the following box is checked):

☒ All recorded subdivision indentures, covenants, declarations and restrictions shall be Permitted Exceptions, and Buyer waives its right to object to any of these items as part of the Title Review Period above.

7. INSPECTIONS.

A. General. The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in setting the Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract. Unless waived in writing (*Check this box ☐ and attach MSC-2051R As-Is Inspection Waiver Rider for this purpose*), Buyer may inspect the Property or have it inspected by a qualified inspector on Buyer's behalf during the Inspection Period. **Note:** *The cost and availability of insurance should be ascertained during the Inspection Period, including but not limited to flood insurance.* Seller agrees to provide reasonable access to the Property for this purpose, and as may be required by Buyer's lender or insurer, upon reasonable advance Notice from Buyer. Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of the Property, which obligations shall survive termination of this Contract.

B. Property Data. Within n/a days (*Insert "N/A" if not applicable, otherwise 5 days if none stated*) after the Effective Date (the "**Property Data Review Period**"), Buyer may review additional data regarding the Property, including but not limited to: zoning regulations; taxes; school district; Subdivision Documents and the presence of registered sex offenders or other convicted criminals in the area ("**Property Data**"). For this purpose, "**Subdivision Documents**" means the unrecorded subdivision/homeowner association bylaws, rules and regulations and financial and insurance information for the subdivision of which the Property is a part. Seller authorizes Buyer to obtain Subdivision Documents from the association and agrees to reasonably cooperate in obtaining the same. Buyer is ultimately responsible for obtaining any Subdivision Documents or other Property Data. If unsatisfied with any Property Data, Buyer may terminate this Contract (with Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data Review Period. **Note:** *MSC-2049N (Property Data Review Termination Notice) may be used for this purpose.* Failure to timely provide such Notice constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

C. Inspection Reports. Buyer may (subject to the conditions expressly set forth herein), at Buyer's option and expense, obtain written inspection reports ("**Reports**") of the physical condition of the Property as reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence (*if any*) of: flood plain status; environmental hazards; plumbing, including water well and irrigation, sewer, septic and wastewater treatment systems; electrical and mechanical systems and equipment; gas lines; soils and drainage; and any equipment included as part of the Property. **Note:** *Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to coordinate the inspection process.*

D. Inspection Notice. Buyer must furnish a complete copy of the relevant-Report(s)-to Seller, along with-a written list of any unacceptable condition(s) noted therein-(the "**Inspection Notice**", See MSC-2050N), within 0 days (*10 if none stated*) after the Effective Date (the "**Inspection Period**"); but if an inspection report indicates a specialist is required for further inspection on a particular area(s) of the Property (a "**Specialist Report**"), Buyer may give Notice of same to Seller (prior to expiration of the Inspection Period) and receive an additional 0 days (*5 if none stated*) to provide the Inspection Notice. **Note:** *MSC-2047N (Notice of Additional Time for Specialist Report) may be used for this purpose.* All inspection reports, including further specialist evaluations, are the sole responsibility of Buyer, and not Seller. **Note: Buyer may submit only 1 Inspection Notice. It must include all matters unacceptable to Buyer. Buyer may not object to anything that is not in a Report.** Failure to perform any inspection or to timely deliver an Inspection Notice constitutes a waiver and acceptance by Buyer of all conditions any inspection may have disclosed.

If an Inspection Notice is timely given, it shall state if:

- (1) Buyer is satisfied with all inspections;
- (2) There are unacceptable conditions to be satisfied by Seller (in a workmanlike manner and prior to scheduled Closing Date, unless otherwise specified); or
- (3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8).

E. Resolution Period. If this Contract is not terminated as provided above, the parties shall have ____ days (10 if none stated) after Seller's receipt of the Inspection Notice (the "**Resolution Period**") to reach a written agreement as to (a) who will complete and pay for the correction of any unacceptable conditions; (b) a monetary adjustment at Closing in lieu thereof; or (c) a resolution otherwise acceptable to the parties; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense prior to the scheduled Closing Date); or (b) by Buyer to accept the Property without satisfaction of any such requirement; (both scenarios being referred to herein as a "**Capitulation**") shall constitute an "agreement" for purposes of this paragraph, even if earlier negotiations failed. Regardless of the Resolution Period timeframe set forth above, if Seller responds by declining to satisfy all items listed in an Inspection Notice from Buyer, and does not make a counter proposal, then this Contract shall automatically terminate unless Buyer delivers a Capitulation Notice to Seller within ____ days (2 if left blank) after Buyer's receipt of Seller's Response (or the parties reach a mutually acceptable written agreement prior thereto). **Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment and interest rate).**

8. DISPOSITION OF EARNEST MONEY.

Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing Agent (as the case may be, "**Escrow Holder**") shall not distribute the Earnest Money or any other escrowed funds held by it ("**Escrow Funds**") without the written consent of all parties to this Contract (signatures on the Closing Statement may constitute such consent). Otherwise, Escrow Holder shall continue to hold said Escrow Funds in escrow until: (1) Escrow Holder has a written agreement signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time the Escrow Funds may be paid into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by applicable law. A Broker who is holding any Escrowed Funds in dispute between the parties is required 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 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 projected Closing Date (absent receipt of written consent of all parties as set forth above). **Note: If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede the terms of this Contract.** Whenever this Contract provides for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

9. LOSS/CONDEMNATION.

Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance (if any) on the Property and to do ordinary and necessary maintenance, upkeep and repair through Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a condemnation proceeding is filed or threatened against any part thereof (a "**Taking**"), or if any part of the Property is destroyed or physically damaged through no fault of Buyer, then Seller shall promptly provide Notice to Buyer thereof and if Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then the parties shall proceed to Closing. **Note: MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any election made in connection therewith.**

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide Buyer with a copy of any policy(ies) of insurance (or authorize that it be made available), the name and number of the agent for each policy and written authorization (if needed) for Buyer to communicate with the insurer, a copy of any written communications to and from the condemning authority and/or insurer (as the case may be); the policy limits; and (if known) the amount of proceeds payable on account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating to any physical damage caused to (or Taking of) the Property, in which case the amount of any such payments theretofore made to Seller (plus any deductible amount not covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option either (a) a credit against the Purchase Price otherwise payable by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or Taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, in which case all parties shall be released from any further liability hereunder and the Earnest Money shall be returned to Buyer (subject to §8). Buyer shall give Notice of Buyer's election to Seller within 10 days after Buyer's receipt of Notice of Property Damage (or Taking, as the case may be) and the aforesaid information. Closing will be extended accordingly, if such information is not received by Buyer more than 10 days prior to the scheduled Closing Date. Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier termination of this Contract) without Buyer's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer's failure to so notify Seller shall constitute an election to rescind this Contract. A rescission does not constitute a default. This Section shall survive Closing.

268 **10. ADJUSTMENTS/CLOSING COSTS.**

269 Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective
270 obligations hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing
271 statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "**Closing Statement**"),
272 together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to
273 complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's
274 and Seller's Closing Statements as required by 20 CSR 2250-8.150. **Note: Buyer is cautioned to always call to confirm**
275 **instructions before sending any Funds via wire transfer.**

276 **Buyer shall pay for (where applicable):**

277 (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required by lender; (c) fees for any
278 Survey or appraisal ordered by or for Buyer; (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing
279 protection letter fees) customarily paid by a buyer in the County where the Property is located; (e) any lender charges (e.g.,
280 appraisal/credit report fees, loan discount "points", loan origination/funding fees and other loan expenses); (f) any inspections
281 ordered by or for Buyer; (g) special taxes (e.g., Tax Increment Financing Districts, Community Improvement Districts and
282 Neighborhood Improvement Districts), subdivision and any other owner association assessments ("**Special Assessments**")
283 levied after Closing; (h) the value of any heating oil or propane gas left in any tank at the Property (based on supplier current
284 charges); (i) agreed upon repairs; (j) any municipal, conservation, fire district or other governmental authority occupancy
285 compliance permit fees; and (k) any commission or other compensation due from Buyer to the Broker(s).

286 **Seller shall pay for (where applicable):**

287 (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); (b) any Seller
288 Concessions; (c) Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily
289 paid by a seller in the County where the Property is located; (d) any required municipal, conservation, fire district or other
290 governmental authority occupancy compliance inspection fees; (e) so-called "one-time" Special Assessments levied before
291 Closing; (f) agreed upon repairs; and (g) any commission or other compensation due from Seller to the Broker(s).

292 **The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for day**
293 **of Closing:**

294 (a) general taxes (based on currently available assessment and rate, otherwise based on previous year); (b) all current profits,
295 royalties, tolls or earnings arising out of or in connection with the Property ("**Income**") with Income delinquent over thirty
296 (30) days to be collected by Seller and not adjusted. Buyer shall, upon receipt, turn over to Seller any Income received by
297 Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after
298 deducting and crediting any amounts due to Buyer for any time period after Closing; (c) any installments of Special
299 Assessments becoming due and payable during the calendar year of Closing; (d) subdivision upkeep assessments and
300 monthly association fee; and (e) flat rate utility charges (including water, sewer and trash); and (f) boat dock fees.

301 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("**Seller Concessions**") up
302 to, but not to exceed the amount set forth at §2 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges
303 and expenses, Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer,
304 Buyer's Broker fees, or any other expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to
305 include the cost of any home warranty or Title Fees paid by Seller).

306 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.**

307 This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted
308 assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and
309 deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not relieve the
310 parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller
311 may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to §1031 of the Internal Revenue
312 Code (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in
313 connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by
314 reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligation
315 of the parties under this Contract. No party shall, by this Contract or acquiescence to an Exchange, be required to incur
316 any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the
317 request of another party (the "Requesting Party") or have its rights or obligations hereunder affected in any manner, or be
318 deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party
319 shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an
320 Exchange.

321 **12. ENTIRE AGREEMENT/MODIFICATION.**

322 This Contract and any rider or attachment hereto (if any) constitute the entire agreement between the parties hereto
323 concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This
324 Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

325 **13. DEFAULT/REMEDIES.**

326 If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the
327 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
328 to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other
329 party shall have the following remedies:

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

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

349 **14. PREVAILING PARTY.**

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

353 **15 SELLER'S DISCLOSURE STATEMENT. (check one)**

354 ☒ **A.** Buyer confirms that before signing this offer to purchase, Buyer received a Seller's Disclosure Statement for the
355 Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
356 advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of
357 contingencies under this Contract.

358 ☐ **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within _____ days (*1 if none stated*) after the Effective
359 Date. Buyer has _____ days (*3 if left blank*) after delivery of the Disclosure Statement to review it and deliver Notice to Seller
360 if this Contract is to be terminated (with Earnest Money to be returned to Buyer subject to §8). If Buyer does not timely deliver
361 Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

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

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

368 **16. LEAD-BASED PAINT DISCLOSURE.**

369 If required by law, Seller has provided a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards
370 form.

371 **17. WALK-THROUGHS/UTILITIES.**

372 Buyer, its representatives and any inspector whose report prompted a request for repairs, shall each have the right to enter
373 and "walk-through" and verify the condition of the Property upon reasonable advance Notice from Buyer prior to Closing.
374 "Walk-throughs" are not for the purpose of conducting a new inspection, but only for Buyer to confirm that: **(1)** the Property is
375 in the same general condition as it was on the Effective Date; and **(2)** any repairs which are required or agreed upon (*if any*)
376 are completed in a workmanlike manner. **Note: MSC-2600N (Walk-Through Notice) may be used for this purpose.** Waiver
377 of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete
378 any repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all existing utilities (if
379 any) turned on through Closing (unless utilities have been transferred to Buyer).

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18. 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 or amending this Contract, or delivering a Notice pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic method 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.

19. 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, restrict or explain any provision of this Contract. If any provision herein 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.

20. 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 delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting, 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, designated agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

21. RIDERS. In addition to any other Riders that have been marked as included, the following are attached and incorporated herein as part of this Contract: *(check all that apply)*

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Back-Up Contract Rider (MSC-2023R) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

22. SPECIAL AGREEMENTS. *(complete only if applicable)* _____

23. LICENSEE PERSONAL INTEREST DISCLOSURE. *(Complete only if applicable. If disclosure for multiple licensees is required, MR form DSC-1000 "Real Estate Brokerage Relationship" may be used.)*

(insert name of licensee)
is a real estate broker or salesperson, and is *(check one or more, as applicable)*:

- ☐ a party to this transaction;
☐ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☐ Buyer; and/or
☐ an immediate family member of ☐ Seller ☐ Buyer.

24. SOURCE(S) OF BROKER(S) COMPENSATION. *(check one or more boxes below as applicable)*

☒ Seller ☐ Buyer ***(Note: Actual compensation will be determined by applicable brokerage service agreements or as otherwise negotiated as part of this Contract)***

☐ Buyer is requesting Seller pay compensation (from proceeds of the sale) to, or Seller Broker shares compensation with, Buyer Broker at Closing, *Form MSC-4025R "Compensation Agreement Rider" is attached and incorporated herein.*

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.

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25. BROKERAGE RELATIONSHIP.

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 Broker (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.

Licensee assisting Buyer is a: *(Check applicable boxes)*
☐ **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 Buyer & Seller)
☐ **Transaction Broker Assisting Buyer** (not acting on behalf of either Buyer or Seller)
☐ **Subagent of Seller** (acting on behalf of Seller)
☒ **(Also check here if serving as a designated agent)**

Licensee assisting Seller is a: *(Check applicable boxes)*
☒ **Seller's Limited Agent** (acting on behalf of Seller)
☐ **Buyer's Limited Agent** (acting on behalf of Buyer)
☐ **Dual Agent** (acting on behalf of both Seller & Buyer)
☐ **Transaction Broker Assisting Seller** (not acting on behalf of either Seller or Buyer)
☒ **(Also check here if serving as a designated agent)**

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

UCRE Buckhorn Land and Realty	UCRE Buckhorn Land and Realty
Buyer Broker Firm Name	Seller Broker Firm Name
Broker's Firm State License #2025011901	Broker's Firm State License #2025011901
By (Signature) 	By (Signature)
Licensee's Printed Name: Dylan Piccoli	Licensee's Printed Name: Dylan Piccoli
Licensee's State License # 2022011508	Licensee's State License # 2022011508
Date: _____	Date: _____

26. BROKERS ROLE/FRANCHISE DISCLOSURE.

Buyer is strongly encouraged to obtain an appraisal and survey, and to review Subdivision Documents and Property Data, and to otherwise fully inspect the Property.— Buyer (and all involved real estate licensees, Buyer and Seller Brokers and their respective licensees identified in §25 above, collectively, the “**Brokers**”) may be present during any time of permitted access to the Property. Brokers’ presence at the Property at any time shall only serve to assist in the coordination of and compliance with the terms of this Contract, and not in any way be interpreted as providing Brokers with special knowledge or understanding of any results. The parties will rely only upon results provided by appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in analyzing or interpreting those results. The parties will not rely upon the Brokers in any way as to the selection or engagement of any particular company to serve as a lender, appraiser, title company, surveyor or for any inspection/repair, warranty, settlement or other service (“**Service Provider**”). Such services may be offered by more than one company, and the determination to select and engage a particular Service Provider is to be determined solely by the parties as agreed upon herein. The parties should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience. **Although one or more of the Brokers may be a member a franchise, the franchisor is not responsible for the acts of said Broker(s).**

Note: Under Missouri law, Brokers are immune from liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by a Broker; (2) the person making the statement was selected and engaged by the Broker; or (3) the Broker knew prior to Closing that the statement was false (or acted in reckless disregard as to whether the statement was true or false). A Broker shall not be the subject of any action and no action shall be instituted against a Broker for any information contained in any Seller disclosure furnished to Buyer, unless the Broker is a signatory to such, knew prior to Closing that the statement was false, or acted in reckless disregard as to whether it was true or false. Acting as a courier of documents shall not be considered to be making any statement contained in such documents.

27. 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.

28. FEDERAL REGULATIONS.

A. FIRPTA. 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 ID number. If

480 Seller is a foreign person, then Buyer must comply with applicable FIRPTA withholding and remittance requirements. Any
481 amount required to be withheld to satisfy FIRPTA requirements shall be taken solely from the net proceeds due Seller. If
482 the net proceeds are not sufficient to satisfy applicable FIRPTA requirements, then Seller shall deliver to Closing Agent,
483 as a condition to Closing, the additional Funds necessary to satisfy the applicable FIRPTA withholding requirements. The
484 parties should seek independent tax advice and legal counsel regarding FIRPTA and any other tax matters.

485 **B. FinCEN REPORT.** 31 CFR § 1010.821 requires that certain residential real estate transactions purchased with all cash
486 or without institutional lender financing, where at least one buyer/transferee is a legal entity, limited liability company,
487 corporation, partnership, trust, trustee or other non-natural person, must be reported to the United States Treasury
488 Department's Financial Crimes Enforcement Network (FinCEN). IF THIS TRANSACTION IS SUBJECT TO THE FinCEN
489 REPORT, Seller and Buyer shall, no later than Closing, provide to the Closing Agent all information necessary to complete
490 the FinCEN Report. Buyer shall be responsible for all costs and fees to prepare and file the FinCEN Report.

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

495 **29. ACCEPTANCE DEADLINE/EFFECTIVE DATE.**

496 Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by _____, __.m., on
497 _____ (the "**Acceptance Deadline**"). This offer is freely revocable by Buyer by providing
498 notice (whether orally or in writing) to Seller or the licensee assisting Seller until Seller has accepted it. Once Seller has
499 accepted it by both **(1)** signing it; and **(2)** providing timely notice of such acceptance (whether orally or in writing) to Buyer or
500 to the licensee assisting Buyer (*i.e.*, on or before the Acceptance Deadline) this Contract will become valid and legally binding.
501 The "**Effective Date**" of this Contract shall be the date adjacent to the signature of the last party to sign this Contract.

502 **30. TIME IS OF THE ESSENCE.**

503 **Time is of the essence in the performance of the parties' obligations under this Contract.** All references to a specified
504 time shall mean Central Time. As used herein, a "**day**" is defined as a 24-hour calendar day, seven (7) days per week.

505 ☐ **Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).**

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SELLER ACCEPTS OFFER (Sign Below)

507		507	
508	BUYER	508	SELLER
	Date		Date and Time

509	<i>Print Name:</i>	509	<i>Print Name:</i> Rob Freeman
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510		510	
511	BUYER	511	SELLER
	Date		Date and Time

512	<i>Print Name:</i>	512	<i>Print Name:</i>
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513 **If signing on behalf of a trust or other legal entity,**
514 **print its name and your title below:**

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516 *Printed Entity Name*

517 *Title(s):*

If signing on behalf of a trust or other legal entity, please
please print its name and your title below:

TSJ Farms LLC
Printed Entity Name

Title(s): President

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SELLER REJECTS OFFER (Initial)

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SELLER COUNTER-OFFERS (Initial)

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Counter Offer form MSC-2040, which amends the terms of
521 this offer, is attached and incorporated into this Contract

Approved by legal counsel for use exclusively by current members of the Missouri 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 12/01/25.

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