



Commercial and Industrial Real Estate Sale Contract

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

This Contract is made between Roth Properties, LLP ("Seller"), and City of Columbia ("Buyer"). The "Effective Date" shall be the date adjacent to the signature of the last party to sign this Contract or the Counter Offer attached hereto (if any).

1. PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real estate (if no legal description is included below, then legal description on Seller's deed(s) to govern, which may be confirmed by the Survey, if any, pursuant to Section 6 below). Such real estate, together with all existing improvements located thereon (including all equipment and fixtures not specifically excluded below) and all rights, privileges and easements appurtenant thereto, and any items of personal property specifically included below, are collectively referred to herein as the "Property." Legal Description is: legal description to be provided by seller. Property contains approximately 16,300 square feet, more or less. (Check Box if legal description attached)

32 South Providence Road Columbia Mo 65201 Boone
Street Address City State Zip Code County

2. INCLUSIONS AND EXCLUSIONS. Note: This Contract, and not the Seller's Disclosure Statement, multiple listing service or other promotional material, provides for what is included in this sale. The Purchase Price and the Property includes (but is not limited to) all of the following (if any) which now exist and are located on the real estate, all of which Seller warrants to convey free and clear: all buildings and structures, and all personal property used in the operation of any such buildings, structures or other improvements, including (if any) all equipment, apparatus, machinery and appliances, and all mechanical, electrical, plumbing, heating, ventilating and air conditioning, gas, water, lighting, power, laundry, garbage disposal, fire prevention, elevator, antenna and pool systems, fixtures and equipment, together with all floor coverings, storm windows and doors, screens and awnings, and keys. Seller to execute and deliver to Buyer at Closing a bill of sale with warranty of title for all included personal property.

To avoid misunderstanding, list below, as "included" or "excluded", any items which may be subject to question. The following items are also included in the sale (e.g., list any offsite items of equipment or machinery or other tangible or intangible personal property or proprietary information, such as business name or software, to be included):

The following items are excluded from the sale (e.g., list any items which are reserved, leased or otherwise not owned by Seller and all items which are not intended to be included):

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

3. PURCHASE PRICE. \$ 1,000,000.00 is the "Purchase Price" for the Property and is to be paid by Buyer as follows: \$ 5000.00 as "Earnest Money" in the form of (check one): [] personal check [] cashier's check [X] other, to be supplied (check one): [] at the time of original delivery hereof as set forth at the Receipt and Acknowledgement following the end of this Contract; or [] other and in either case, to be deposited not later than ten (10) banking days after the Effective Date in an escrow account with

Re/Max Boone Realty ("Escrow Agent"). Unless otherwise expressly agreed to herein, any interest earned on such deposit shall be added to and form part of the Earnest Money. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer shall pay the balance of the Purchase Price by cashier's check or other form of funds acceptable to Closing Agent ("Funds") at Closing.

4. CLOSING. Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of title company ("Closing Agent") in Columbia, Mo, on September 14th, 2016 (the "Closing Date"). Possession and all keys will be delivered to Buyer at: (check one) [X] Closing or [] other

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

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g. except for tenant(s) in

possession pursuant to any lease or other agreement identified above and/or approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted. (Note: If the Property is to remain tenant occupied, then the parties should complete and attach an appropriate rider).

5. **FINANCING.** (Check applicable box(es)) Note: If Buyer's lender or Closing Agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be necessary for Buyer to request Seller to agree to an extension of the Closing Date.

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

B. Conventional. Buyer agrees to do all things necessary, including but not limited to the execution of a completed loan application and other instruments, payment to lender for a credit report, appraisal and any other required fees, to provide all information required by lender and to otherwise cooperate fully in order to make a good faith effort obtain the financing described below. If Buyer does not deliver a Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan commitment on the terms described below by 5:00 p.m. on the date (the "**Loan Condition Deadline**") which is _____ days (30 days if none stated) after the Effective Date, then this condition shall be deemed waived and Buyer's performance under this Contract shall thereafter not be conditioned upon Buyer's obtaining financing; provided, however, if such lender will not give Buyer such Notice then Buyer may directly notify Seller (on or before the Loan Condition Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain the loan commitment, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to Section 8).

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

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

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

Other terms: _____

C. Assumption. The Property is subject to the lien of a first deed of trust, securing the payment of a promissory note payable to _____ ("**Existing Lender**"), with a remaining term of approximately _____ years, and bearing interest at the rate of _____ percent per annum. Seller shall make any payments required until Closing. The parties agree the unpaid principal balance on the note shall be \$ _____ as of the Closing (or the Purchase Price shall be adjusted lower by the amount by which the actual principal balance due as of the Closing exceeds such amount). Buyer will, at Closing and as part of the Purchase Price, assume and agree to pay the actual remaining unpaid balance on the note, and shall reimburse Seller for any additional principal reductions not already considered above in computing the Purchase Price, and for any deposits held by Existing Lender that are transferred to Buyer. **Note: Assumption by Buyer does not necessarily release Seller from continued liability.** Buyer agrees to do all things reasonably necessary, including but not limited to the execution of a completed loan application and other instruments, payment to Existing Lender for a credit report, appraisal and any other required fees, to provide all information required by Existing Lender and to otherwise cooperate fully in order to make a good faith effort obtain the financing described herein. If Buyer does not deliver written notice, provided by Existing Lender, to Seller of Buyer's inability to obtain Existing Lender's consent to this assumption (if required) by 5:00 p.m. on the date (the "**Loan Condition Deadline**") which is _____ days (30 days if none stated) after the Effective Date, then this condition shall be deemed waived and Buyer's performance under this Contract shall not thereafter be conditioned upon Buyer's obtaining Existing Lender's consent to this assumption; provided, however, if Existing Lender will not give Buyer such notice then Buyer may directly notify Seller (on or before 5:00 p.m. on the Loan Condition Deadline) by providing a sworn notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from Existing Lender. If Buyer has complied with the terms of this paragraph and has timely provided written Notice to Seller of Buyer's inability to obtain Existing Lender's consent to this assumption (if required), then this Contract shall be terminated with Earnest Money to be returned to Buyer, subject to terms of Contract.

D. Seller Financing. Seller agrees to finance \$ _____ as part of the Purchase Price, to be evidenced by a negotiable purchase money promissory note in a form approved by both parties, to be amortized in equal monthly installments over a period of _____ years, bearing interest at the rate of _____ percent per annum, and secured by a _____ deed of trust in a form approved by both parties and covering the Property, with the entire unpaid principal and interest to be paid in full at the end of _____ years. Seller shall have _____ days (10 days if none stated) to investigate Buyer's credit credentials and financial condition, and if unacceptable to Seller, shall so notify Buyer in writing on or before said date, at which time Buyer shall be given an additional _____ days (30 days if none stated) after receipt of Seller's Notice (the "**Loan Condition Deadline**") to obtain alternate financing. In such case, unless Buyer shall provide to Seller, by 5:00 p.m. on the Loan Condition Deadline, an unconditional loan commitment for at least the amount set forth above, then this Contract shall automatically terminate and the Earnest Money shall be returned to Buyer, subject to terms of Contract. Failure of Seller to timely notify Buyer of unacceptability shall constitute Seller's acceptance of Buyer's credit credentials and financial condition. Buyer authorizes any lender or credit agency to release credit information either directly to Seller or to any involved Broker for delivery to Seller. Brokers are not responsible for the contents of any credit reports or Buyer's financial disclosure.

E. Other Financing and/or Terms:

Note: A lender's loan approval process may not include an appraisal or other such comparison or determination of value of the Property. Different types of "appraisals" are available and lender underwriting requirements vary in this regard. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at a specified value, then Buyer should complete and attach to this Contract an appropriate rider. If the Loan Condition Deadline passes without a termination as outlined above, Buyer remains obligated under this Contract. Therefore, Buyer should be certain that Buyer will have available the Funds required to close. A "loan commitment" or "preapproval" does NOT necessarily guarantee that Buyer's loan will actually be funded.

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

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

- A. Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "Owner's Policy") both at Seller's cost.
- B. Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties)
- 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)
- D. Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

The Title Commitment shall be issued by the Closing Agent, unless otherwise specified. If Seller already has 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 option, expense and liability may also obtain a survey of the Property ("Survey") to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not alike Note: Buyer should consult with its lender and the title company as to their survey requirements and in order to provide full survey coverage to Buyer. MSC-2500 (Survey/Elevation Certificate Order Form) may be used to indicate Buyer's selection as to the type of survey or service to be provided and the company which is to perform the same, or to indicate Buyer's waiver of this right.

Buyer shall have _____ days (20 days if none is stated) after receipt of the Title Commitment to review the same, including all subdivision, use and other restrictions, rights of way and easements, and all other recorded documents referenced therein which Buyer may desire to obtain (the "Review Period"), and to state to Seller in writing any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("Objections"); provided, however, that if box 6D is checked, then Buyer shall have _____ (20 days if none is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. Buyer's failure to timely notify Seller of any Objections within the applicable Review Period will constitute a waiver by Buyer of any Objections. Note: MSC-2055 (Title and Survey Notice) may be used to facilitate the delivery of any Title or Survey Objections, responses thereto and the resolution thereof.

If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. 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 to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within _____ 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 without correction of such Objections. Note: For purposes of this subparagraph, if Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any such Objections. If the Contract is terminated under this paragraph, then the Earnest Money is to be refunded to Buyer and if any defect objected to causes a failure of marketable title, then Seller shall be liable for survey and title examination charges. Seller shall be liable for clearing any exception to title that arises between the Effective Date and Closing, and any existing lien (other than general taxes and any installments of special taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown on the Title Commitment or Survey (or which could have been shown on a survey) and to which Buyer does not timely submit an Objection during the Review Period, or for which Buyer waives Buyer's Objections as set forth herein, and specifically including all laws and zoning ordinances, are collectively referred to herein as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien and inflation coverage, unless the title company issuing the Owner's Policy does not make available such coverage(s), or unless otherwise provided herein. Buyer is responsible for the cost of any lender's policy of title insurance to be issued.

7. INSPECTIONS. Buyer may (subject to the conditions expressly set forth herein), at Buyer's option and expense, obtain written inspection reports ("Reports"), from any qualified inspector, contractor, appraiser or consultant that Buyer or its lender may engage, of the Property as deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of:

* environmental hazards;	174	well, sewer, septic and waste	180	systems and equipment,
* mold;	175	water treatment systems;	181	including appliances;
* termite and wood destroying	176	* roof and other	182	* heating and air conditioning
insect infestation/damage;	177	structural improvements;	183	systems and equipment; and
* flues and gas lines;	178	* leaks and exterior drainage;	184	* soil condition reports;
* plumbing, including water	179	* electrical and mechanical		

185 and/or copies of records retained by Seller ("Records"), as are necessary and appropriate for the use and occupancy of the
 186 Property, or reflecting the income or expenses of the Property (if any), including but not limited to:

187	* plans and drawings;	194	* books;	201	* financial records;
188	* specifications;	195	* computer records;	202	* permits;
189	* square footage;	196	* reports;	203	* licenses;
190	* insurance reports;	197	* leases and other occupancy	204	* approvals;
191	* soil condition reports;	198	agreements;	205	* flood plain data;
192	* engineering reports;	199	* contracts;	206	* zoning regulations;
193	* environmental reports;	200	* rent rolls;	207	* general taxes;

208 and/or documents from or for each tenant of the Property (check all that apply):

- 209 Estoppel Certificate;
- 210 Subordination, Non-Disturbance and Attornment Agreement (see, e.g., COM-3020);
- 211 Other (Specify) _____.

212 Seller agrees to permit Buyer and/or Buyer's lender and their representatives to enter the Property during reasonable business
 213 hours and upon reasonable advance notice to Seller to access such Records and to perform such inspections; provided that such
 214 investigations do not unreasonably disrupt the operation of the Property or Seller's business, and/or cause any material or
 215 permanent Property damage. Buyer acknowledges that neither Seller nor anyone on Seller's behalf has made, nor do they hereby
 216 make, any warranties, guarantees or representations as to the past, present or future condition, income, expenses, operation or any
 217 other matter or thing affecting or relating to the Property, excepting only as may be expressly set forth in this Contract. The
 218 Records and the results of any inspection or test and the Reports and conclusions of Buyer and Buyer's representatives shall be
 219 kept confidential (except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items
 220 to Buyer's attorney, accountants, lenders and other parties reasonably necessary to enable Buyer to evaluate the Property. Buyer
 221 shall directly maintain, and shall cause any contractor or consultant engaged by it or its lender to maintain, adequate insurance at
 222 all times while performing any inspection at the Property. Buyer agrees to immediately repair any damage to the Property, and to
 223 indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation
 224 reasonable attorney fees and court costs, resulting from these inspections. Buyer's obligations under this Section shall survive
 225 termination of this Contract.

226 Buyer shall furnish to Seller a written list of any unacceptable condition(s) pertaining to the Report(s) or the Records (the
 227 "Inspection Notice", See COM-2050) within _____ days (30 days if none stated) after the Effective Date (the "Inspection
 228 Period"). Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice
 229 should include all matters unacceptable to Buyer. If Seller has not received a written Inspection Notice by the end of the
 230 Inspection Period, Buyer shall be deemed to be satisfied with the results of such inspection(s). If timely Inspection Notice is
 231 given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable conditions are
 232 to be satisfied by Seller; or (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer. Failure to
 233 obtain any inspection shall constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

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

247 All Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the
 248 coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers
 249 with a special knowledge or understanding of any Reports, Records or other inspection results. The parties will rely only upon the
 250 written inspection results received directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or
 251 responsibility in determining any defects that may be disclosed by any inspections, warranties or services. Buyer acknowledges
 252 that: (1) Buyer will not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection,
 253 warranty or service; (2) inspections, warranties and services may be offered by more than one company and the determination to
 254 select and engage a particular company and the completeness and satisfaction of any such inspection, warranty or service is the
 255 sole responsibility of Buyer; and (3) when choosing to engage a lender, inspector, warranty, service, title or repair company, or any
 256 other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability
 257 insurance, business and professional licensure, membership in professional associations and years of experience. Buyer is
 258 encouraged to utilize form MSC-2045 ("Buyer's Inspection Authorization") to facilitate and coordinate this process. Note:
 259 Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective

licensees identified in the Brokerage Relationship disclosure Section below (collectively, the "Brokers"), shall be 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 the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was 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 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 against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or 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. A licensee acting as a courier of documents referenced in this section shall not be considered to be making the statements contained in such documents.

8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS. Regardless of any other terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow Items") without the written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent such written consent, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written release 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 payment and delivery of the Earnest Money and/or any other Escrowed Items may be made 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. The parties specifically acknowledge and agree that whenever ownership of the Earnest Money or any other escrowed funds, received by a Missouri licensed real estate broker or salesperson, is in dispute between the parties, said Escrow 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 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 the written consent of all parties as set forth above). *Note: An Escrow Holder who is not a licensed real estate broker or salesperson is not necessarily bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this Contract regarding any Escrow Items. If Escrow Holder requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede the foregoing and control.* In any reference in this Contract (including any attached rider) to the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by 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 until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent 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 Property is destroyed or materially damaged, then Seller shall promptly provide written Notice to Buyer of any such event, together with copies 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 any physical damage to the Property, and whether 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 Buyer and Seller shall proceed with the Closing. *Note: MSC-2510 (Notice of Property Damage) may be used to facilitate delivery of Notice of any Property Damage and any elections to be 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. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance money (and/or condemnation payments and awards), if any, payable to Seller relating to any physical damage caused to the Property, in which case the amount of any such payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance) shall be a credit against the Purchase Price otherwise payable by 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, and thereby release all parties from further liability hereunder, in which case the Earnest Money shall be returned to Buyer. Buyer shall give written Notice of Buyer's election to Seller within 10 days after Buyer has received written Notice of such damage or destruction and the aforesaid insurance information, and Closing will be extended accordingly, if required (*i.e., if such information is not received by Buyer more 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 eminent domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section shall survive Closing.

10. ADJUSTMENTS AND CLOSING COSTS. Adjustments, charges and Closing costs are agreed to be paid by the parties, with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (unless otherwise expressly

320 set forth herein or in a rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared
321 by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "**Closing Statement**"), together with all other
322 documents required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The
323 parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing
324 Statements as required by 20 CSR 2250-8.150.

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

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

340 **Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing**
341 **(Seller to pay for day of Closing):** (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing),
342 with rents delinquent over 30 days to be collected by Seller and not adjusted; (b) all other current profits, royalties, tolls or
343 earnings arising out of or in connection with the Property ("**Income**"), with Income delinquent over 30 days to be collected by
344 Seller and not adjusted. Buyer shall, upon receipt, turn over to Seller any rents or Income received by Buyer after Closing
345 pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any
346 amounts due to Buyer for any time period after Closing; (c) general taxes (based on assessment and rate for current year, if both
347 are available, otherwise based on previous year); (d) installments of Special Assessments becoming due during the calendar year
348 of Closing; (e) subdivision upkeep assessments and monthly association fee; (f) interest (if Buyer assumes an existing loan per
349 Section 5 above); and (g) flat rate utility charges (including water, sewer and trash).

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

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

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

372 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered
373 by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by written Notice to Seller, and
374 agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs
375 and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's
376 sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual
377 damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer
378 represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and
379 damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by

380 or on behalf of Buyer, shall be returned to Buyer. Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker
381 assisting Seller pursuant to any listing or other brokerage service agreement between them.

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

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

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

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

397 B. Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 day after the Effective Date. Buyer shall have
398 3 days after delivery of the Disclosure Statement to review said disclosure, or to deliver written Notice of termination to Seller if
399 this Contract is to be terminated, in which case the Earnest Money shall be returned to Buyer. If Buyer does not timely deliver
400 Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

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

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

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

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

417 **18. SIGNATURES.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but
418 all of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a
419 Notice pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic
420 method deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by
421 facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and
422 document.

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

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

439 Notice shall constitute delivery of the Notice.

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

- 441 Financing Agreements MSC-2010 Contract Conditions MSC-2020 Other _____
- 442 Other Attachment Other _____ Other _____

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

445 23. LICENSEE PERSONAL INTEREST DISCLOSURE. (complete only if applicable)

446 Dudley Roth (insert name of licensee)

447 is a real estate broker or salesperson, and is (check one or more, as applicable):

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

451 24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION.

452 (check one, neither or both, as applicable) Seller Buyer

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

455 25. BROKERAGE RELATIONSHIP. By signing below, Buyer and Seller confirm that disclosure of the undersigned
456 licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents
457 and/or transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property,
458 upon first contact, or immediately upon the occurrence of any change to their relationship.

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

- 460 Buyer's Limited Agent (acting on behalf of Buyer)
- 461 Seller's Limited Agent (acting on behalf of Seller)
- 462 Dual Agent (acting on behalf of both Buyer and
463 Seller)
- 464 Designated Agent (designated to act on behalf of
465 Buyer)
- 466 Transaction Broker Assisting Buyer (not acting on
467 behalf of either Buyer or Seller)
- 468 Subagent of Seller (acting on behalf of Seller)

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

- 470 Seller's Limited Agent (acting on behalf of Seller)
- 471 Buyer's Limited Agent (acting on behalf of Buyer)
- 472 Dual Agent (acting on behalf of both Seller and Buyer)
- 473 Designated Agent (designated to act on behalf of
474 Seller)
- 475 Transaction Broker Assisting Seller (not acting on
476 behalf of either Seller or Buyer)

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

478 Re/Max Boone Realty

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

480 Broker's Firm State License # 5778

481 By (Signature) 

482 Licensee's Printed Name: Brent Gardner

483 Licensee's State License # 1999029273

484 Date: 7/19/2016

478 Re/Max Boone Realty

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

480 Broker's Firm State License # 5778

481 By (Signature) 

482 Licensee's Printed Name: Brent Gardner

483 Licensee's State License # 1999029273

484 Date: 7/19/2016

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

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

491 28. FOREIGN INVESTMENT. Seller represents that it is not a foreign person as described in the Foreign Investment in
492 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
493 identification number.

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

Reference (e.g., Seller & Buyer) Roth Properties - City of Columbia

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

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

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

505 CITY OF COLUMBIA, MO

Attest:

506 By: [Signature]

[Signature]

507 Printed Name: Tony St. Roman

Printed Name: Hester Cole

508 Title: DEPUTY CITY MANAGER

Date: 7-19-16 Time: 11:30am

509 Date: 7/19/16 Time: 11:17 a.m.

510 BUYER: (for one or more individuals)

511 _____

Buyer

512 Buyer

513 Printed Name: _____

Printed Name: _____

514 Date: _____ Time: _____

Date: _____ Time: _____

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

517 By signing below, Seller indicates Seller has ACCEPTED this offer.

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

519 _____

Attest:

520 By: _____

521 Printed Name: _____

Printed Name: _____

522 Title: _____

Date: _____ Time: _____

523 Date: _____ Time: _____

524 SELLER: (for one or more individuals)

525 [Signature]

[Signature]

526 Seller

Seller

527 Printed Name: Vicki Connelly

Printed Name: Dudley Roth

528 Date: 7-28-16 Time: 1:00 pm

Date: 8/9/16 Time: 3:05

RECEIPT AND ACKNOWLEDGEMENT

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

532 By (Signature) [Signature]

533 Licensee's Printed Name: Brent Gardner

Date: 7/19/2016

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or
adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing
circumstances in each transaction, may each dictate that amendments to this Contract be made. Last Revised 5/15/15. ©2015 Missouri REALTORS®

RIDER TO REAL ESTATE CONTRACT
ATTACHED TO AND MADE A PART OF CONTRACT

Between Roth Properties, LLP (Seller) and The City of Columbia, Missouri (Buyer), concerning property located at 32 South Providence Road, Columbia, MO 65201:

1. In the event of any inconsistency or conflict between the terms and provisions of this Rider and those contained in the printed portion of the Commercial and Industrial Real Estate Sale Contract to which this Rider is attached, the terms and provisions of this Rider shall govern and be binding.
2. In recognition of the Seller's intention to convey the property for less than its full fair market value, this contract is subject to Buyer's obtaining an independent appraisal of the property, which appraisal qualifies as a 'Qualified Appraisal' as defined by Prop Reg § 1.170A-17(a) and which contains a conclusion of value equal to or in excess of \$1.35 million. Buyer will acknowledge receipt of the charitable donation in any form or format reasonably requested by Seller or Seller's tax advisor.
3. Buyer agrees to allow naming of an area of the park occupying the property acquired from Seller to be named after Gladys Roth.
4. Seller agrees to cooperate and provide information to any consultant or engineer engaged by Buyer to perform or more Environmental Site Assessments on the property.
5. At closing, Seller shall be obligated to pay out of the sale proceeds a brokerage fee to Re/Max Boone Realty equal to \$30,000. *3% COMMISSION?*
6. This offer and contract execution by Buyer is expressly contingent upon City Council approval of the final negotiated contract between the parties. Seller acknowledges the City Council retains the authority to accept or reject execution of the final negotiated contract on behalf of Buyer and such action and vote must occur at a city council meeting which is open to the public in order for such action to have legal effect.


It is expressly understood and agreed that this Rider shall be incorporated into the Commercial and Industrial Real Estate Sale Contract and shall be considered a part of the whole contract. The parties do hereby acknowledge receipt of the Rider as a part of such contract by signing below.

BUYER:  _____

DATE: 7/19/16

BUYER: _____

DATE: _____

SELLER:  _____

DATE: 8/9/16

SELLER:  _____

DATE: 7-28-16

RIDER TO REAL ESTATE CONTRACT
ATTACHED TO AND MADE A PART OF CONTRACT

Between Roth Properties, LLP (Seller) and The City of Columbia, Missouri (Buyer), concerning property located at 32 South Providence Road, Columbia, MO 65201:

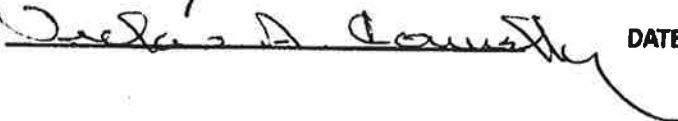
1. In the event of any inconsistency or conflict between the terms and provisions of this Rider and those contained in the printed portion of the Commercial and Industrial Real Estate Sale Contract to which this Rider is attached, the terms and provisions of this Rider shall govern and be binding.
2. The purchase price shall be paid as follows: \$1,100,000.00 from Buyer to Seller on the date of closing (subject to adjustments for Earnest Money and Closing Costs).
3. Seller agrees to work with the Buyer during the planning phase of the Flatbranch park expansion project in order to determine an area within the expanded park to fund an appropriate project to recognize Gladys Roth.
4. At closing, Seller shall be obligated to pay out of the sale proceeds a brokerage fee to Re/Max Boone Realty of \$22,500.00
5. Seller agrees to cooperate and provide information to any consultant or engineer engaged by Buyer to perform or more Environmental Site Assessments on the property.
6. This offer and contract execution by Buyer is expressly contingent upon City Council approval of the final negotiated contract between the parties. Seller acknowledges the City Council retains the authority to accept or reject execution of the final negotiated contract on behalf of Buyer and such action and vote must occur at a city council meeting which is open to the public in order for such action to have legal effect.

It is expressly understood and agreed that this Rider shall be incorporated into the Commercial and Industrial Real Estate Sale Contract and shall be considered a part of the whole contract. The parties do hereby acknowledge receipt of the Rider as a part of such contract by signing below.

BUYER:  DATE: 9-14-16

BUYER: _____ DATE: _____

SELLER:  DATE: 9/14/16

SELLER:  DATE: 9-14-16

GENERAL ADDENDUM
(Only those clauses checked shall be applicable)

This is an addendum to a contract between the undersigned Buyer(s) and Seller(s) for the property located at

32 S Providence Road

City Columbia, Missouri. The provisions of this addendum are incorporated by reference and fully made a part of the described contract. All other terms and conditions of the described contract to remain the same.

The following are to be amended:

CLOSING: The closing date and time shall be changed to the 19th day of October, 20 16, at _____ o'clock M, or at such other time and place as the parties may mutually agree.

LOAN:
A. The time for obtaining the loan(s) shall be changed to the _____ day of _____, 20 _____.
B. Extend the deadline for buyer to apply for a loan to the _____ day of _____, 20 _____.

PRICE: The price for said property shall be changed to \$ _____

INSPECTIONS, DISCLAIMERS AND WARRANTIES:

- A. Buyer hereby waives the option to obtain written inspection reports.
- B. Extend the deadline for third party inspection to: _____ day of _____, 20 ____.
- C. Extend the deadline for the seller to respond to buyer inspection notice to: _____ day of _____, 20 ____.
- D. Extend the deadline for the parties to reach a mutual agreement to: _____ day of _____, 20 ____.

ADDITIONAL PROVISIONS: It is mutually agreed the following provisions be added to the contract. We hereby authorize Brent Gardner with RE/MAX Boone Realty to offer to the City of Columbia for \$1,100,000.00 our property located at 32 S Providence Road, Columbia, Mo, 65201. This authorization does not establish an agency relationship with RE/MAX Boone Realty and/or Brent Gardner

Buyer _____ Date _____ Seller Dudley Roth Date 7/19/16
Dudley Roth
Buyer Derek A. Gonzalez Date 7-19-16 Seller [Signature] Date 7-19-16

VC



302-2014

Approved by Legal counsel for REMAX Boone Realty



Seller's Disclosure Statement for Commercial/Industrial Property

Addendum to Listing Contract # _____

The following is a disclosure statement, made by Seller concerning the condition of the property located at:

Street Address: 32 S Providence Road

City: Columbia State: Mo

Zip Code: 65201 County: Boone

This disclosure is not a warranty of any kind by Seller or any agent of Seller in this transaction, and is not a substitute for any inspection or warranties the buyer may wish to obtain. The following are representations made by the Seller and are not representations of the Seller's agent.

To the Seller:

Please complete the following form, including past history or problems if known. Do not leave any spaces blank. If the condition is not applicable to your property, mark "NA" in the blank. Attach additional pages if additional space is required. Be sure to sign every page.

1. GENERAL.

a) Approximate Year Built: _____ (Seller to complete Lead-based Paint Disclosure form (DSC-2000 or DSC-3000) for residential building built prior to 1978).

b) Date Purchased: _____

2. OCCUPANCY.

a) Is the property currently vacant? Yes No

b) Does Seller currently occupy this property?
 Yes No. If not, how long has it been since Seller occupied or inspected the property?
 (1) Occupied _____

(2) Inspected _____

3. LAND (SOILS, DRAINAGE AND BOUNDARIES).

a) Has any part of the property been filled other than in ordinary construction? Yes No Unknown

b) Is the property located in a flood zone, established flood plain or wetlands area? Yes No Unknown

c) Do you know of any past or present drainage or flood problems affecting the property or immediately adjacent properties? Yes No

d) Do you know of any encroachments, title disputes, boundary line disputes or easements affecting the property? Yes No

If any of your answers in this section are "Yes," explain in detail:

4. ROOF. (Defined as outer layer of roof)

a) Age: 4 years.

b) Has the roof ever leaked during your ownership?
 Yes No

c) Has the roof been replaced or repaired during your ownership? Yes No

d) Do you know of any problems with the roof or rain gutters? Yes No

If any of your answers in this section are "Yes," explain in detail: Wet/dry rotting

5. TERMITES, DRYROT, PESTS.

a) Do you have any knowledge of termites, wood destroying insects, dryrot or pests on or affecting the property? Yes No

b) Do you have any knowledge of any previous treatment or damage to the property relating to termites, dryrot or pests? Yes No

c) Is your property currently under warranty or other coverage by a licensed pest control company?
 Yes No

If any of your answers in this section are "Yes," explain in detail: _____

6. STRUCTURAL ITEMS.

a) Are you aware of any past or present cracks or flaws in the walls, foundations or structural areas?
 Yes No

b) Are you aware of any past or present water leakage or seepage in the building? Yes No

c) Are you aware of any fire damage or other casualty to the property? Yes No

d) Have there been any repairs or other attempts to control any problem described above? Yes No

e) Have any insurance claims been made in the last 5 years? Yes No

f) Have you received any insurance payments for damage to the property, which were not spent for repairs?
 Yes No

g) Are you aware of any insurance application or prior coverage regarding all or any part of the property that has been rejected or will not be renewed? Yes No

h) Are you aware that any existing insurance coverage will be subjected to increased premium rates? Yes No

i) Do you know of any temporary repairs that when made the repairmen advised that replacement would soon be needed? Yes No

If any of your answers in this section are "Yes," explain in detail. When describing repairs or control efforts, describe the location, extent, date, and name of the persons who did the repair or control effort. Also attach copies of any available insurance claims made within the last 5 years.

7. BASEMENTS, CRAWLSPACES AND FOUNDATIONS.

a) Does the property have a sump pump? Yes No

b) Has there ever been any water leakage, seepage, accumulation, moisture or dampness within or around the basement, crawlspace, foundation or slab? Yes No If "Yes," describe in detail:

c) Have there been any repairs or other attempts to control any water or dampness problem relating to the basement, crawlspace, foundation or slab? Yes No If "Yes," describe the location, extent, date, and name of the person who did the repair or control effort:

8. ADDITIONS/REMODELS.

a) Have you made any additions, improvements, structural changes, or other alterations to the property? Yes No If "Yes," did you obtain all necessary permits and approvals and was all work in compliance with building codes? Yes No Unknown If your answer is "No," explain:

9. HEATING AND AIR CONDITIONING.

a) Air Conditioning: Central Electric Central Gas Window (#) Units

b) Heating: Electric Propane Natural Gas Other:

c) Water Heating: Electric Gas Solar

Are you aware of any problems regarding these items? Yes No If "Yes," explain in detail:

10. ELECTRICAL SYSTEM. Are you aware of any problems with the electrical system? Yes No If "Yes," explain in detail:

11. PLUMBING SYSTEM. Are you aware of any problems with the plumbing system? Yes No If "Yes," explain in detail:

12. OTHER EQUIPMENT AND ITEMS.

Mark the number of items being sold with property:

- Electric Garage Door Opener, Transmitters, Water Softener, Smoke Detectors, Security Alarm System, Disposal, Lawn Sprinklers, Fire Suppression Equipment, Spa/Hot Tub, Refrigerator, Dishwasher, Automatic Timers, Fireplace Doors and Covering, Stove, Microwave Oven, Ceiling Fans, TV Antennas, Washer, Dryer, FP Insert, Wood Stove, Swimming Pool, Pool Heater, Propane Tank, Pool/spa Equipment (#/st)

Other (describe):

If any of the above are not in working order, or are not owned by Seller, explain:

13. AVAILABLE RESOURCES.

- Sewer System, Natural Gas, Electricity, Telephone Cable, Television Cable

a) What is your drinking water source: Public Private System Well on Property Shared Well

b) If non-public, date last tested: Results:

c) What is the type of sewage system: Public Sewer Connected Private Sewer Septic Tank None Other: Explain:

d) Is there a sewage lift pump? Yes No

e) When was the septic system last serviced?

f) Do you know of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items? Yes No If "Yes," explain in detail:

14. NEIGHBORHOOD. Are you aware of any annexation, school re-districting, threat of condemnation, zoning changes or street changes? Yes No If "Yes," explain in detail:

15. HAZARDOUS SUBSTANCES.

a) Are you aware of the presence of any lead-based paint on the property? Yes No

b) Are you aware of asbestos materials on the property, such as roof shingles, siding insulation, ceiling, flooring, pipe wrap, etc? Yes No

c) Are you aware of the presence of other environmental concerns that may affect the property such as underground tanks, lead water supply pipes, polychlorinated biphenyls (PCB's), radon gas, mold, toxic waste, dump sites or any other hazardous substance? Yes No

d) Are you aware whether the property has been tested for mold, radon gas or any other hazardous substances?
 Yes No

If "Yes," please give date performed, type of test and test results:

If any of the above answers are "Yes," explain in detail:

Other disclosures: _____

16. PROPERTY OWNERS ASSOCIATIONS/ CONDOMINIUMS/USE RESTRICTIONS.

a) Is the property subject to covenants, conditions and restrictions (CC&R's)?
 Yes No Unknown

b) Is the property part of a condominium, property owner's association or other common ownership?
 Yes No Unknown

(If your answer to (b) is "No," or "Unknown," you may ignore the remainder of this section).

c) Is there any condition or claim which may result in an increase in assessments or fees?
 Yes No Unknown

If your answer to (c) is "Yes," explain in detail: _____

d) Are all association dues, fees, charges and assessments related to the property current?
 Yes No Unknown

If your answer to (d) is "No," explain in detail: _____

What are the association fees, dues and other assessments related to the property? _____

DUE TO SELLER'S LIMITED KNOWLEDGE OF THE PROPERTY, SELLER MAKES NO DISCLOSURES.

The undersigned Seller represents that the information set forth in the foregoing disclosure statement is accurate and complete to the best of Seller's knowledge. Seller does not intend this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes the Broker to provide this information to prospective buyers of the property and to real estate brokers and sales people. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to closing or settlement and constitutes an adverse material fact or would make any existing information set forth herein false or materially misleading. Seller does have legal authority to sell the property, and does not know of any facts that could restrict, impede or prevent Seller's ability to sell.

Seller: Quddy Roth

Date: 9/14/16

Seller: Jason A. Courtey

Date: 9-14-16

17. OTHER MATTERS.

a) Do you know of any existing legal action which would prevent Seller from conveying the property?
 Yes No

b) Do you know of any violations, or alleged violations of local, state or federal laws or regulations, or any covenants, conditions or restrictions relating to this property?
 Yes No

c) Do you know of any mortgages, deeds of trust or other liens against the property that may affect your ability to sell the property?
 Yes No

d) Do you know of proceedings which might result in a special tax bill or assessment on the property?
 Yes No

e) Are you aware that the property is or was used as a site for methamphetamine production, storage or was the residence of a person convicted of a crime involving any controlled substance related thereto?
 Yes No Unknown

If "Yes," MAR form DSC-5000 must be filled out in conjunction with this form.

If any of your answers in this section are "Yes," explain in detail: _____

(use extra sheets, if necessary)

RECEIPT AND ACKNOWLEDGMENT OF BUYER

The undersigned Buyer is urged to carefully inspect the property and, if desired, to have the property examined by professional inspectors. Buyer understands that this disclosure statement is not a substitute for such inspections. Buyer acknowledges that no broker or salesperson involved in this transaction is an expert at detecting or repairing physical defects in the property. Buyer understands that there are areas of the property of which Seller has no knowledge and that this disclosure statement does not encompass those areas.

Buyer understands that unless stated otherwise in the Contract with Seller, the property is being sold in its present condition only, without warranties or guarantee of any kind by Seller or any broker or salesperson. Buyer states that no representations concerning the condition of the property are being relied upon by Buyer except as stated within the sale contract.

Buyer: [Signature]

Date: _____

Buyer: _____

Date: _____

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this document, 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 document be made.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

1 **Lead Warning Statement**

2 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to
3 1978 is notified that such property may present exposure to lead from lead-based paint that may place
4 young children at risk of developing lead poisoning. Lead poisoning in young children may produce
5 permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral
6 problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The
7 seller of any interest in residential real property is required to provide the buyer with any information on lead-
8 based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of
9 any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint
10 hazards is recommended prior to purchase.

11 **Seller's Disclosure**

- 12 (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- 13 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing.
14 (explain)
15 _____
- 16 (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the
17 housing.
- 18 (b) Records and reports available to the seller (check (i) or (ii) below):
- 19 (i) Seller has provided the purchaser with all available records and reports pertaining to lead-
20 based paint and/or lead-based paint hazards in the housing (list documents below).
21 _____
- 22 (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint
23 hazards in the housing.

24 **Purchaser's Acknowledgment (Initial)**

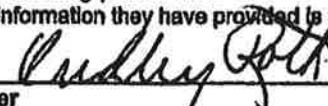


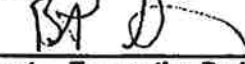
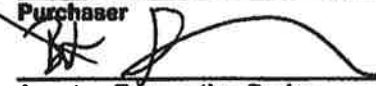
- 25 (c) Purchaser has received copies of all information listed above.
- 26 (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- 27 (e) Purchaser has (check (i) or (ii) below):
- 28 (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk
29 assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
30 (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of
31 lead-based paint and/or lead-based paint hazards.

32 **Agent's or Transaction Broker's Acknowledgment (Initial)**

- 33 (f) Agent or Transaction Broker has informed the seller of the seller's obligations under 42 U.S.C.
34 4852d and is aware of his/her responsibility to ensure compliance.

35 **Certification of Accuracy**

36 The following parties have reviewed the information above and certify, to the best of their knowledge, that
37 the information they have provided is true and accurate.

38				
39	Seller Dudley Roth	Date	Purchaser	Date
40				
41	Seller	Date	Purchaser	Date
42				
43	Agent or Transaction Broker Brent Gardner	Date	Agent or Transaction Broker Brent Gardner	Date

44 Property Address: 32 S Providence Road Columbia Mo 65201

45 Listing No.: _____