



Commercial and Industrial Sale Contract

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

1 This Commercial and Industrial Sale Contract ("Contract") is made by and between:

2 City of Columbia and/or its assigns ("Buyer") and the undersigned "Seller."

3 1. **PROPERTY.** Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as:

4 1509 Ashley Columbia MO 65202 Boone
5 Street/City Address City Zip Code County

6 (Check box if legal description attached)

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

8 Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights,
9 privileges and easements appurtenant thereto, and any item of personal property specifically included below, are collectively
10 the "Property."

11 2. **INCLUSIONS AND EXCLUSIONS.** Note: This Contract, and not the Seller's Disclosure Statement, multiple listing
12 service or other promotional material, provides for what is included in this sale. The Purchase Price and the Property includes
13 (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
14 convey free and clear: all buildings and structures, and all personal property used in the operation of any such buildings, structures
15 or other improvements, including (if any) all equipment, apparatus, machinery and appliances, and all mechanical, electrical,
16 plumbing, heating, ventilating and air conditioning, gas, water, lighting, power, laundry, garbage disposal, fire prevention, elevator,
17 antenna and pool systems, fixtures and equipment, together with all floor coverings, storm windows and doors, screens and awnings,
18 and keys. Seller to execute and deliver to Buyer at Closing a bill of sale with warranty of title for all included personal
19 property.

20 To avoid misunderstanding, list below, (as "Included" or "Excluded") any items which may be subject to question:

21 **Included** (e.g., offsite items of equipment or machinery, other tangible or intangible personal property or proprietary information,
22 such as business name or software): All kitchen equipment and non portable equipment to convey. A more complete list
23 may follow contract execution.

24 **Excluded** (e.g., any items which are reserved, leased or otherwise not owned by Seller): All tables, chairs, wall hanging, pool
25 table, shuffleboard to be removed prior to closing date. A more complete list may follow contract execution.

26 The Property shall be subject to the Permitted Exceptions (defined in §6 below), specifically including the following existing leases
27 or tenancies (subject to Buyer's review and approval rights per §7 below): There is a existing billboard on the property with
28 Lamar Outdoor at \$2,000 annual rental. Seller cannot locate a written agreement though will continue research.

3. PURCHASE PRICE.

30 The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ 865,000

31 The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are: \$ 0

32 The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, check one below) \$ 0

33 has been provided (recipient to complete "Receipt & Acknowledgement" following this Contract)

34 is to be provided by Buyer to the Escrow Agent identified below.

35 All Earnest Money shall be deposited (unless otherwise specified), no later than ten (10) banking days after the Effective Date, into
36 an escrow account maintained by (Title Company identified at §6 unless otherwise specified):

37 Boone Central Title Company ("Escrow Agent").

38 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 non-
39 refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.

40 Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned
41 thereon. Unless otherwise expressly agreed to herein, any interest earned on such deposit shall be added to and form part
42 of the Earnest Money. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent
43 ("Funds"), at Closing.

44 4. **CLOSING.** Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of
45 the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office
46 of (the Title Company unless otherwise specified) Boone Central Title Company ("Closing Agent") at
47 601 E. Broadway, Columbia, MO on no later than Dec 02 Day, 20 22 (the "Closing Date").
48 Specify Location Month Day

49 Possession and all keys will be delivered to Buyer at Closing. Note: Attach a rider if possession is to be transferred other than as of
50 Closing: See e.g., COM-3000 or 3010 (Commercial Lease Single or Multi-Tenant); MSC-2080R (Possession by Buyer Prior to
51 Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).

52 Brokers are not responsible for delivery of keys. Buyer should change locks following possession.

53 Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g. except for tenant(s) in
54 possession pursuant to any lease or other agreement identified above and/or approved pursuant to this Contract), and in its present
55 condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted.

56 (Note: If the Property is to remain tenant occupied, please complete and attach an appropriate rider).

[Handwritten signature]
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57 **5. FINANCING/APPRaisal.** (Check all applicable boxes)

58 *Note: A lender's loan approval process may not include a traditional appraisal. Different types of "appraisals" are available and*
59 *underwriting requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property*
60 *appraising at the Purchase Price, Buyer should check box A and complete the following.*

61 **A. Appraisal.** Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase
62 Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also
63 contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price
64 (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy
65 of the appraisal) to Seller no later than ___ days (40 if none stated) after the Effective Date. *Note: MSC-2020N Appraisal Notice*
66 *(Part A) may be used for this purpose.* If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be
67 deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within ___ days (5 if
68 none stated) after delivery of the Appraisal Notice to Seller (the "**Appraisal Resolution Deadline**"), then this Contract shall
69 automatically terminate (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering
70 Notice thereof to Seller on or before the Appraisal Resolution Deadline. *Note: MSC-2020N (Part C) may be used for this purpose.*
71 If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

72 **B. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price.

73 **C. Nonconventional.** Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.

74 **D. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application,
75 paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating
76 fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender,
77 to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "**Loan Contingency Deadline**")
78 which is ___ days (45 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance
79 under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer
80 such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that
81 Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from
82 lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing
83 Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's
84 inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer
85 (subject to §8).

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

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

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

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

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

93 **6. TITLE AND SURVEY.** *Note~ Any Seller paid Title Fees set forth below are in addition to any "Seller Concessions" (see*
94 *§10).* Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (check
95 one): general warranty deed, special warranty deed, or other _____
96 (the "**Deed**"), properly executed and in recordable form.

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

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

100 **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).

101 **C.** Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

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

103 The Title Commitment and Owner's Policy shall be issued by Boone Central Title Company (the "**Title**
104 **Company**"). Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("**Survey**") to confirm its legal
105 description and determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse
106 matters that may be disclosed. *Note: All surveys are not alike. Buyer should consult with its lender and Title Company as to their*
107 *survey requirements and ability to provide full survey coverage. MSC-2500 (Survey/Elevation Certificate Order Form) may be used*
108 *to indicate the type of survey or service Buyer selects and the company to perform the same*

109 Buyer has ___ days (20 if none stated) to review the Title Commitment after its receipt, including (except as set forth in §7) all
110 use and other restrictions, rights of way and easements, and all other recorded documents which Buyer may desire to obtain (the
111 "**Review Period**"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein
112 and/or the Survey ("**Objections**"); provided, however, that if box 6D is checked, then Buyer has ___ days (20 if none is stated)
113 after the Effective Date (which shall be deemed to be the "**Review Period**") to review all such matters and deliver Notice of any
114 Objections to Seller. *Note: MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.*

115 If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such
116 Objections. Seller has ___ days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior
117 to Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within

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118 ____ additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept
119 title without correction of such Objections. *Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be*
120 *deemed to have refused to agree to correct any of them.* If the Contract is terminated under this Section, then the Earnest Money
121 is to be refunded to Buyer (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for
122 any survey and title charges. Seller is solely responsible and liable for clearing any title exception that arises between the Effective
123 Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments
124 to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have
125 been shown) on the Survey or Title Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed
126 waived, and together with all laws and zoning ordinances, are collectively referred to herein as the "Permitted Exceptions". The
127 Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for
128 the cost of any lender title insurance policy.

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

132 * environmental hazards;	138	well, sewer, septic and waste	144	systems and equipment,
133 * mold;	139	water treatment systems;	145	including appliances;
134 * termite and wood destroying	140	* roof and other	146	* heating and air conditioning
135 insect infestation/damage;	141	structural improvements;	147	systems and equipment; and
136 * flues and gas lines;	142	* leaks and exterior drainage;	148	* soil condition reports;
137 * plumbing, including water	143	* electrical and mechanical		

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

151 * plans and drawings;	158	* books;	165	* financial records;
152 * specifications;	159	* computer records;	166	* permits;
153 * square footage;	160	* reports;	167	* licenses;
154 * insurance reports;	161	* leases and other occupancy	168	* approvals;
155 * soil condition reports;	162	agreements;	169	* flood plain data;
156 * engineering reports;	163	* contracts;	170	* zoning regulations;
157 * environmental reports;	164	* rent rolls;	171	* general taxes;

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

- 173 Estoppel Certificate;
- 174 Subordination, Non-Disturbance and Attornment Agreement (see, e.g., COM-3020);
- 175 Other (Specify) Buyer may perform site survey at buyer expense.

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

189 Buyer shall furnish to Seller a written list of any unacceptable condition(s) pertaining to the Report(s) or the Records (the "Inspection
190 Notice", See COM-2050) within 40 days (30 days if none stated) after the Effective Date (the "Inspection Period"). *Note:*
191 *Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice should include all*
192 *matters unacceptable to Buyer.* If Seller has not received a written Inspection Notice by the end of the Inspection Period, Buyer
193 shall be deemed to be satisfied with the results of such inspection(s). If timely Inspection Notice is given, it shall state whether:
194 (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller; or
195 (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer. Failure to obtain any inspection shall
196 constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

197 If this Contract is not terminated as provided above, Seller shall have ____ days (7 days if none stated) after Seller's receipt of the
198 Inspection Notice (the "Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. (*Note: For purposes*
199 *of this subparagraph, if Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to*
200 *agree to correct any alleged defects or to provide a monetary adjustment at Closing.*) The parties shall have an additional ____
201 days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing
202 as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of
203 the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money shall be returned to Buyer;
204 provided, however, that either a written commitment by Seller to correct those items submitted by Buyer for correction during the
205 Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without correction of any

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206 unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for purposes of this paragraph, even
207 after earlier negotiation failed to produce an agreement. *Note: A monetary adjustment may affect the terms of Buyer's loan (e.g.,*
208 *down payment, interest rate). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy*
209 *permit.*

210 All Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the
211 coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with
212 a special knowledge or understanding of any Reports, Records or other inspection results. The parties will rely only upon the written
213 inspection results received directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility
214 in determining any defects that may be disclosed by any inspections, warranties or services. Buyer acknowledges that: (1) Buyer
215 will not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or
216 service; (2) inspections, warranties and services may be offered by more than one company and the determination to select and
217 engage a particular company and the completeness and satisfaction of any such inspection, warranty or service is the sole
218 responsibility of Buyer; and (3) when choosing to engage a lender, inspector, warranty, service, title or repair company, or any other
219 service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance,
220 business and professional licensure, membership in professional associations and years of experience. Buyer is encouraged to utilize
221 form MSC-2045 ("Buyer's Inspection Authorization") to facilitate and coordinate this process. *Note: Pursuant to Missouri law, a*
222 *real estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective licensees identified in the Brokerage*
223 *Relationship disclosure Section below (collectively, the "Brokers"), shall be immune from liability for statements made by*
224 *engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and control experts, termite*
225 *inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was made by a person*
226 *employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was selected*
227 *and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless*
228 *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*
229 *instituted against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a*
230 *signatory to such or the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether*
231 *the statement was true or false. A licensee acting as a courier of documents referenced in this Section shall not be considered to*
232 *be making the statements contained in such documents.*

233 **8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROW ITEMS.** Regardless of any other terms of this Contract
234 regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder")
235 shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow Items")
236 without the written consent of all parties to this Contract (signatures on Closing Statement may constitute such consent). Otherwise,
237 Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written agreement signed by all
238 parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow
239 Holder), at which time the Escrow Items may be paid into court, less any attorney fees, court costs and other legal expenses incurred
240 by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by
241 applicable law. A Broker who is holding any Escrowed Items in dispute between the parties is required by §339.105.4 RSMo to
242 report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby
243 authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected
244 Closing Date (absent receipt of written consent of all parties as set forth above). *Note: If an Escrow Holder who is not a licensed*
245 *real estate broker requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede*
246 *the terms of this Contract.* Whenever this Contract provides for the return of Earnest Money to Buyer, Buyer agrees that any
247 expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

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

257 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly
258 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
259 for each policy and written authorization (*if needed*) for Buyer to communicate with the insurer; a copy of any written
260 communications to and from the condemning authority and/or insurer (*as the case may be*); the policy limits; and (if known) the
261 amount of proceeds payable on account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed
262 with the transaction and be entitled to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating
263 to any physical damage caused to (or Taking of) the Property, in which case the amount of any such payments theretofore made to
264 Seller (plus any deductible amount not covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option
265 either (a) a credit against the Purchase Price otherwise payable by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller
266 shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or Taking, including the right to

267 conduct any litigation with respect thereto; or (2) rescind the Contract, in which case all parties shall be released from any further
268 liability under this Contract and the Earnest Money shall be returned to Buyer (subject to §8). Buyer shall give Notice of Buyer's
269 election to proceed to Closing to Seller within 10 days after Buyer's receipt of Notice of Property Damage (or Taking, as the case
270 may be) and the aforesaid information. Closing will be extended accordingly, if such information is not received by Buyer more
271 than 10 days prior to the scheduled Closing Date. Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier
272 termination of this Contract) without Buyer's prior written approval, which shall not be unreasonably withheld, conditioned or
273 delayed. Buyer's failure to so notify Seller shall constitute an election to rescind this Contract. A rescission does not constitute a
274 default. This Section shall survive Closing.

275 **10. ADJUSTMENTS AND CLOSING COSTS.** Adjustments, charges and Closing costs are agreed to be paid by the parties,
276 with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (unless otherwise expressly set forth
277 herein or in a rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing
278 Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents required
279 of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby
280 specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required
281 by 20 CSR 2250-8.150. *Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.*

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

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

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

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

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

- 308 (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30 days to
309 be collected by Seller and not adjusted;
- 310 (b) all other current profits, royalties, tolls or earnings arising out of or in connection with the Property ("Income"), with Income
311 delinquent over 30 days to be collected by Seller and not adjusted. Buyer shall, upon receipt, turn over to Seller any rents or Income
312 received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after
313 deducting and crediting any amounts due to Buyer for any time period after Closing;
- 314 (c) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 315 (d) installments of Special Assessments becoming due during the calendar year of Closing;
- 316 (e) subdivision upkeep assessments and monthly association fee;
- 317 (f) interest (if Buyer assumes an existing loan per §5 above); and
- 318 (g) flat rate utility charges (including water, sewer and trash).

319 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("Seller Concessions") up to, but
320 not to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses,
321 Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("Title Fees") paid by Buyer, or any other
322 expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any Title Fees paid by
323 Seller or any brokerage or transaction fees charged by Buyer's Broker).

324 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Contract is binding on and shall inure to the
325 benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the
326 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 assuming

327 the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that
328 Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("**Exchange**") pursuant to
329 §1031 of the Internal Revenue Code (the "**Code**"). Each party agrees to cooperate with the other and its qualified intermediary/
330 third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or
331 affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations
332 of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real
333 property, for purposes of consummating an Exchange at the request of another party (the "**Requesting Party**"). In addition, no party
334 shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in
335 any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting
336 Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

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

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

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

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

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

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

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

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

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

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

380 **16. LEAD-BASED PAINT DISCLOSURE.** If required by law, Seller has provided a Disclosure of Information of Lead-Based
381 Paint and/or Lead-Based Paint Hazards form.

382 **17. FINAL WALK-THROUGH.** Buyer, its representatives and any inspector whose report prompted a request for repairs, shall
383 have the right to enter and "walk-through" and verify the condition of the Property. A "walk-through" is not for the purpose of
384 conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it was on the
385 Effective Date; and (2) any repairs which are required or agreed upon (*if any*) are completed in a workmanlike manner. Waiver of

386 any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any
387 repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all utilities turned on during the
388 Inspection Period and during a "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer
389 shall have the right to have the utilities transferred to Buyer within ____ days (4 if none stated) prior to Closing.

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

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

404 **20. NOTICES.** Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required
405 under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon
406 delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting,
407 dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to
408 Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated
409 agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the
410 Notice.

411 **21. RIDERS.** The following are attached and incorporated herein as part of this Contract: (check all that apply)
412 Government Loan MSC-2011R Back-Up Contract MSC-2023R Other _____
413 Other _____ Other _____ Other _____

414 **22. SPECIAL AGREEMENTS.** (complete only if applicable)
415 See attached Addendum to Sales Contract.
416 _____
417 _____
418 _____
419 _____
420 _____
421 _____

422 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** (complete only if applicable)
423 _____ (insert name of licensee)
424 is a real estate broker or salesperson, and is (check one or more, as applicable):
425 a party to this transaction;
426 a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
427 an immediate family member of Seller Buyer. Specify: _____

428 **24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION.**
429 (check one, neither or both, as applicable) Seller Buyer
430 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage
431 Relationship Section below is (are) the only real estate broker(s) involved in this sale.

432 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Handwritten signature and initials
10/23/23
ECM


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

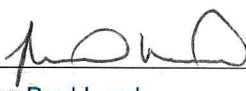
437 Licensee assisting Buyer is a: (Check appropriate boxes)
438 Buyer's Limited Agent (acting on behalf of Buyer)
439 Seller's Limited Agent (acting on behalf of Seller)
440 Dual Agent (acting on behalf of both Buyer & Seller)
441 Transaction Broker Assisting Buyer (not acting on behalf
442 of either Buyer or Seller)
443 Subagent of Seller (acting on behalf of Seller)
444 (Also check here if serving as a designated agent)

445 Licensee assisting Seller is a: (Check appropriate boxes)
446 Seller's Limited Agent (acting on behalf of Seller)
447 Buyer's Limited Agent (acting on behalf of Buyer)
448 Dual Agent (acting on behalf of both Seller & Buyer)
449 Transaction Broker Assisting Seller (not acting on behalf of
450 either Seller or Buyer)
451 (Also check here if serving as a designated agent)

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

453 ReMax Boone Realty Plaza Commercial Realty
454 **Broker's Firm Assisting Buyer (and MLS ID No., if required)** **Broker's Firm Assisting Seller (and MLS ID No., if required)**
455 Broker's Firm State License # 000005776 Broker's Firm State License # 2010042384

456 By (Signature) 
457 Licensee's Printed Name: John John
458 Licensee's State License # 1999053483
459 Date: 9/29/23

456 By (Signature) 
457 Licensee's Printed Name: Paul Land
458 Licensee's State License # 1999020583
459 Date: 9/29/22

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

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

466 **28. FOREIGN INVESTMENT.** Seller represents that it is not a foreign person as described in the Foreign Investment in Real
467 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.

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

472 **30. ACCEPTANCE DEADLINE/EFFECTIVE DATE.** Buyer's offer to purchase the Property shall automatically expire if
473 Seller has not accepted it by _____, m., on _____ n/a (the "Acceptance Deadline"). This offer may
474 be accepted by: (1) Seller signing it; and (2) providing timely notice of such acceptance (which may be given orally or in writing) to
475 Buyer or to the licensee assisting Buyer (i.e., on or before the Acceptance Deadline). This Contract will become valid and legally
476 binding at such time. The "Effective Date" of this Contract shall be the date adjacent to the signature of the last party to sign this
477 Contract.

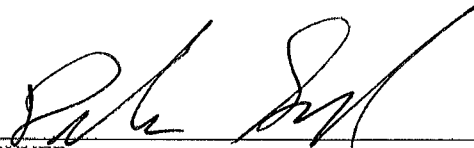
478 **31. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the obligations of the parties under this
479 Contract. All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used
480 herein, a "day" is defined as a 24-hour calendar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

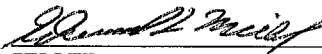
481 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ~ SIGNATURE PAGE TO FOLLOW**

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SIGNATURE PAGE TO COMMERCIAL AND INDUSTRIAL SALE CONTRACT

SELLER ACCEPTS OFFER (Sign Below)


Date: 9-29-22
BUYER
Printed Name: De'CARLOW SecWOOD


Date and Time: 10/03/2022
SELLER
Printed Name: Edward L. Miller Sr



BUYER
Printed Name: _____ Date _____

SELLER
Printed Name: _____ Date and Time _____

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

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

SELLER REJECTS OFFER (Initial) _____

SELLER COUNTER-OFFERS (Initial) _____
Counter Offer form MSC-2040, which amends the terms of
this offer, is attached and incorporated into this Contract

RECEIPT AND ACKNOWLEDGEMENT

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

By (Signature) _____

Licensee's Printed Name: _____ 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 Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.

Last Revised 12/31/20.

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ECM
10/03/22 

Addendum to Sales Contract (from paragraph 22)
1509 Ashley
Columbia, MO

During the ensuing 30 day period from contract "effective date" the parties agree to the following:

- A.) Allow VFW to store on site up to (4) trailers at west end of property on rent free basis for up to 18 months following sale closing date.
- B.) If buyer (City of Columbia) determines that it will not buy the property at contract price due to discoveries revealed in buyer's inspections report or through conditions revealed in an environmental report commissioned by buyer, then the buyer will promptly deliver such third party reports to seller without charge to seller as part of buyer contract termination.
- C.) Property to convey in its "as is" condition. No matter what is discovered by buyer during its investigation period, the buyer's only options are to proceed or not proceed. Seller has no intention to offer Buyer any price concessions for any adverse conditions revealed by buyer inspections.
- D.) Buyer's agent (ReMax Boone Realty) will be paid by Buyer in conformance with its separate agreement outside of this contract. Seller's agent (Plaza Commercial Realty) will be paid by seller in conformance with its separate agreement outside of this contract.
- E.) At closing seller shall assign and transfer the contract-lease with Lamar Outdoor to buyer and all future proceeds from same shall belong to buyer.
- F.) In the event seller has any rental or lease agreements with third parties to be executed beyond the date of closing seller shall provide and assign to buyer with those agreements and deliver to buyer all deposits and rental fees.
- G.) This sales contract is subject to and contingent upon the City Council of Columbia, Missouri formally approving this sales contract and all terms thereof.


ECM
10/08/00

Kenny Mohr Assessor

Parcel 17-109-00-01-110.00 01

Property Location 1509 ASHLEY ST

City COLUMBIA (01)	Road COMMON ROAD DISTRICT (CO)	School COLUMBIA (C1)
Library COL BC LIBRARY (L4)	Fire	

Owner VFW POST 280	Subdivision Plat Book/Page 0001 0221
Address	Section/Township/Range 6 48 12
Care Of	E C MORE SD
City, State, Zip COLUMBIA, MO 65201	Legal Description E 347.50' OF W 772.50' S HWY LOT 48 & S210' SEPT LT 48
	Lot Size .00 x .00
	Irregular Shape
	Deeded Acreage .00
	Calculated Acreage 2.70
	Deed Book/Page

Effective Date of Value 1/1/2022

CURRENT APPRAISED

Type	Total
EXEMPT	0
Totals	0

CURRENT ASSESSED

Type	Total
EXEMPT	0
Totals	0

PROPERTY DESCRIPTION

Basement 0	Attic 0
Bedrooms 0	Main Area 0
Full Bath 0	Finished Basement Area 0
Half Bath 0	
Total Rooms 0	Total Square Feet 0

Boone County Assessor

Boone County Government Center
801 E. Walnut St., Rm 143
Columbia, MO 65201-7733

assessor@boonecountymmo.org

Office (573) 886-4270
Fax (573) 886-4254

Mapping (573) 886-4262
Personal Property (573) 886-4250
Real Estate (573) 886-4265

MJ 9/29/22
ECM
10/03/22

Parcel Information Viewer Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



Boone County Assessor's Office

0 150 ft

Orthophoto: 2019
Map Generated: 10/03/22 12:32 PM CDT

ATTENTION!!

DISCLAIMER; READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

mb 7/29/22
ECC
10/03/22