

Farm and Land Sale Contract

This Agreement has legal consequences. If you do not understand it, consult your attorney before signing.

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

3 1. PROPERTY.

4 Seller agrees to sell, and Buyer agrees to purchase, the real estate commonly referred to as:

5 _____ MO _____
6 **Street Address** **City** **Zip Code** **County**
7 (Complete as applicable.) _____
8 **Section** **Township** **Range** **Lot or Parcel ID No.**

9 (Check box if legal description attached)
10 If no legal description is attached, the legal description on Seller's vesting deed(s) shall govern.

11 The real estate, along with all existing buildings, improvements, fixtures, and affixed equipment located thereon (unless
12 specifically excluded as outlined below), all rights, privileges, and easements appurtenant thereto, and any items of
13 personal property explicitly included below, are collectively referred to as the "Property."

14 2. PURCHASE PRICE/EARNEST MONEY.

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

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

17 The "Earnest Money" credited toward Purchase Price at Closing: (if applicable, fill in details below) \$ _____

18 Earnest Money shall be delivered by Buyer to: _____ ("Escrow Agent") no
19 later than ____ days (10 if none stated) after the Effective Date.

20 **If Earnest Money is not promptly delivered to Escrow Agent, Seller may terminate this Contract by notifying Buyer
at any time before the Earnest Money is delivered to Escrow Agent.**

21 **Note:** If additional Earnest Money is required before Closing, or if any Earnest Money is considered non-refundable,
attach the relevant rider, such as MSC-2001R (Earnest Money Rider). Refer to §8 below as well.

22 The Escrow Agent will confirm the deposit of any Earnest Money upon request by any party and may keep interest earned on it.
23 The Buyer will pay the remaining Purchase Price using any form of funds acceptable to the Closing Agent ("Funds") at Closing.

24 3. CLOSING.

25 Subject to the terms of this Contract, the sale will close (meaning the unconditional exchange of the Deed for the Purchase
26 Price, along with all other documents and Funds required by this Contract, the "Closing") at the office of (the Title Company
27 identified at §6 unless otherwise specified) _____ ("Closing Agent")

28 at _____, MO on _____, 20____ (the "Closing Date").
29 **Specify Location** **Month** **Day**

30 Possession and all keys will be delivered to Buyer at Closing. **Brokers are not responsible for delivering keys. The
31 Buyer should change the locks upon possession and reset all codes and passwords on electronic systems or
32 components at the Property to their factory settings.**

33 **Note:** Include an addendum if the transfer of possession is scheduled to occur at a time other than the Closing.
34 **The following documents are attached and are hereby made part of this Agreement:** (check all that apply):

35 MSC-2080R (Possession by Buyer Prior to Closing) MSC-2090R (Possession by Seller After Closing)

36 MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing) (Other) _____

37 (check if applicable) **The Property will continue to be tenant-occupied, and the Rental Property Rider (MSC-2035R)
38 is attached and made part of this Agreement.**

39 Unless stated otherwise, the Seller guarantees that the Property will be vacant at the time of Closing (unless occupied by
40 tenant(s) under a lease approved as part of this Agreement), and in condition (including any improvements or repairs required
41 by this Agreement), with the exception of normal wear and tear, and free of debris or personal belongings not listed below.

42 **4. INCLUSIONS/EXCLUSIONS. Note: This Agreement outlines what is included in the sale, and does not**
43 **reference the Seller's Disclosure Statement, MLS, commercial listings, or any other promotional material.**

44 The property consists of (but is not restricted to) all of the following items (if any) currently situated on the land, all of
45 which the Seller guarantees to transfer free of any encumbrances at Closing:

46 All structures and enhancements, including grain and other storage buildings; livestock pens and shelters on foundations;
47 fences and gates; feed troughs; livestock water systems (whether within the fence or permanently installed); all systems
48 and utilities, including mechanical, HVAC, electrical, and plumbing systems and apparatus; any other fixtures and installed
49 equipment, such as irrigation systems, hardwired security systems, auger and conveyor systems, and propane tanks
50 (unless otherwise excluded below); and all trees, shrubs, plants, and landscaping.

51 **Note: All grain, crops, livestock, hay, silage, and any non-permanent equipment or personal property currently**
52 **on the real estate are retained by the Seller or the Seller's tenant and are NOT considered part of the Property**
53 **(unless expressly included below).**

54 **TO AVOID MISUNDERSTANDING, EITHER:**

55 **a) Please list below (as "Included" or "Excluded") any item(s) that may be in question or subject to clarification**

56 **b) (Check the box if a separate list of Included/Excluded items is attached and made part of this Contract.)**

57 **Included** (e.g., deer stands, hunting blinds, trail cameras, any off-site or non-permanently attached equipment or machinery,
58 or other personal property to be included) **The Seller shall provide an executed bill of sale, with a warranty of title (the**
59 **"Bill of Sale"), at Closing for all included personal property:**

60 _____
61 _____
62 _____

63 **Excluded** (e.g., any item reserved, leased or not owned by Seller):

64 _____
65 _____
66 _____

67 **SALE/APPRAISAL/FINANCING CONTINGENCIES.**

68 **A. Sale Contingency. Check one box below.**

69 This Contract is **NOT** dependent on the sale and/or closing of any other property currently owned by the Buyer.

70 This Contract **IS** contingent upon the sale and/or closing of a property currently owned by the Buyer. If this box is
71 checked, please complete and attach the appropriate documentation (*check the applicable box*):

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

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

74 **B. Appraisal.** Check this box only if the Appraisal Contingency paragraph is meant to be applicable:

75 **Note: A lender's loan approval process may not always involve a traditional appraisal. Various types of "appraisals" exist,**
76 **and underwriting requirements may differ. If the Buyer's obligations under this Contract are contingent upon the Property**
77 **appraising at the Purchase Price, check box B above and provide the following details.**

78 The Buyer's obligations under this Agreement are subject to the condition that the Property is appraised for at least the
79 Purchase Price, by an appraiser chosen by the Buyer or lender, licensed in Missouri (the "**Appraisal Contingency**").
80 If the appraised value is below the Purchase Price, the Buyer may request a reduction in the Purchase Price (but not
81 below the appraised value). To exercise this Appraisal Contingency, the Buyer must submit a written request (along with
82 a full copy of the appraisal) to the Seller no later than ____ days (25 if not specified) after the Effective Date. **Note: The**
83 **2020N Appraisal Notice (Part A) may be used for this purpose.** If the Buyer fails to deliver the Appraisal Notice to the
84 Seller within the specified time, this Appraisal Contingency will be considered waived. If the parties do not reach a written
85 agreement to reduce the Purchase Price as requested within ____ days (5 if not specified) after the Appraisal Notice is
86 delivered to the Seller (the "**Appraisal Resolution Deadline**"), then this Agreement will automatically terminate (with Earnest
87 Money returned to Buyer, subject to §8) unless the Buyer waives this Appraisal Contingency by delivering a Notice to the
88 Seller on or before the Appraisal Resolution Deadline. **Note: MSC-2020N (Part C) may be used for this purpose.** If the
89 Purchase Price is reduced, the loan amount in the Buyer's financing contingency (if any) will be proportionately adjusted.

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

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

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

94 **2. Nonconventional.** If this box is checked, complete and attach the relevant Rider:

95 Government Loan (MSC-2011R)

Seller Financing & Disclosures (MSC-2012R)

96 Loan Assumption (MSC-2013R)

Other: _____

97 **3. Conventional.** The Buyer agrees to take all reasonable actions necessary, including but not limited to completing a
98 loan application, paying for a credit report, appraisal, and any other required fees, providing all information requested by
99 the lender, and fully cooperating to make a good faith effort to secure the financing outlined below. If the Buyer does not
100 deliver the Notice, provided by the Buyer's lender, to the Seller regarding the Buyer's inability to obtain a loan on the terms
101 described below by 5:00 p.m. on the date (the "**Loan Contingency Deadline**"), which is ____ days (25 if not specified) after the
102 Effective Date, this contingency will be considered waived, and the Buyer's obligations under this Agreement will no longer be
103 contingent upon obtaining financing; Provided, however, if the lender will not provide the Buyer with such Notice, the Buyer
104 may directly notify the Seller (on or before the Loan Contingency Deadline) by submitting a notarized affidavit stating that the
105 Buyer has complied with all the terms of this paragraph and, despite requests, was unable to obtain the Notice from the lender
106 (see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency
107 Affidavit"). If the Buyer follows the terms of this subpart C.3 and timely notifies the Seller of the inability to obtain a loan on the
108 terms described below, this Agreement will terminate, and Earnest Money will be returned to the Buyer (subject to §8).

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

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

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

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

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

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

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

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

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

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

127 **2.** The Seller shall provide Buyer with a Title Commitment to issue an Owner's Policy, (**with cost split equally**).

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

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

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

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

138 If the Buyer objects within the specified timeframe, the Buyer must provide the Seller with a copy of the Title Commitment
139 related to those objections. The Seller has ____ days (7 if not specified) from receiving the Buyer's objections to agree
140 in writing to make corrections before Closing, at the Seller's expense. If the Seller does not agree, this Agreement will
141 terminate unless the Buyer, within ____ days (3 if not specified) after receiving the Seller's response, decides to proceed,

142 agrees in writing to accept title without correction of such Title Objections. **Note: If the Seller fails to respond to the**
143 **Buyer's Title Objections within the time, the Seller will be deemed to have refused to correct any of them.** If the
144 Agreement is canceled under this Section, the Earnest Money shall be returned to the Buyer (in accordance with §8).
145 Should any Title Objection result in a failure to deliver marketable title, the Seller will be responsible for any survey, title,
146 inspection, and appraisal expenses paid or incurred by the Buyer.

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

148 **Note:** Buyer is advised to check with lender and Title Company regarding survey requirements and availability of survey coverage.

149 **1. Not Contingent Upon a Survey.** While not a requirement for performance, Buyer may still choose to survey the Property.

150 **2. Contingent Upon Survey.** This Agreement **is** contingent upon a survey of the Property.

151 *The "Survey Rider" (MSC-2065R) is attached and made part of this Agreement to specify the type of "Survey"*
152 *to be obtained, the provider, and each party's responsibility for payment (the "Survey").*

153 **C. Permitted Exceptions.** Seller holds full responsibility and liability for resolving any title or survey exceptions that occur
154 between the Effective Date and Closing. Any existing monetary liens (excluding those caused by Buyer's actions and taxes
155 or assessments to be prorated at Closing) may be satisfied from the Purchase Price proceeds. Subject to the foregoing, any
156 matter reflected (or that could have been reflected) on the Title Commitment or Survey for which Buyer does not timely
157 provide a Notice of Objections will be considered waived, along with all applicable laws, zoning ordinances, leases, and any
158 other existing occupancy rights as of the Effective Date that have been disclosed to and approved by Buyer under this
159 Contract (including any crop sharing agreements and/or federal agreements), state or local farm loan, price support, or
160 subsidy programs, including the Conservation Reserve Program, Direct and Counter-Cyclical Payment Program, are
161 collectively referred to as the "**Permitted Exceptions.**" The Owner's Policy must provide mechanic's lien coverage. Subject
162 to any Seller Concessions (see §10), Buyer is fully responsible for the cost of any lender's title insurance policy.

163 **6. INSPECTIONS.**

164 **A. General.** The Property is being sold as-is, with no warranties, either express or implied (unless provided to Buyer
165 in writing). Any conditions of the Property that are disclosed or visibly apparent should be factored into the Buyer's decision
166 when determining the Purchase Price, or as a condition for Seller to address such issues under this Contract.
167 Unless waived in writing (*Check this box and attach the MSC-2051R As-Is Inspection Waiver Rider for this purpose*), the
168 Buyer has the right to inspect the Property's condition or arrange for a qualified inspector to do so on their behalf within the
169 Inspection Period. **Note:** *The Buyer should determine the cost and availability of insurance, including but not limited to*
170 *homeowner's and flood insurance, during the Inspection Period.* The Buyer agrees to promptly repair any damage to the
171 Property and to indemnify and hold the Seller harmless from any claims, costs, demands, and expenses, including
172 reasonable attorney fees and court costs, arising from any inspection of the Property. These obligations will remain in
173 effect even after the termination of this Contract.

174 **B. Property Data.** Within ____ days (*insert "N/A" if not applicable, or 5 days if none specified*) following the Effective
175 Date (the "**Property Data Review Period**"), the Buyer may review additional information about the Property, including but
176 not limited to: zoning regulations, taxes, school district, square footage of improvements, and the presence of registered sex
177 offenders or other convicted criminals in the vicinity ("**Property Data**"). The Buyer is ultimately responsible for obtaining any
178 Property Data. If the Buyer is dissatisfied with any Property Data, they may terminate this Contract (with Earnest Money
179 returned, subject to §8) by providing written Notice to the Seller before the end of the Property Data Review Period.
180 **Note:** *MSC-2049N (Property Data Review Termination Notice) may be used for this purpose.* If the Notice is not provided within
181 the specified time, it will be considered a waiver of the termination right, and the Buyer will have accepted all Property Data.

182 **C. Inspection Reports.** The Buyer may, at their option and expense (subject to the conditions expressly outlined
183 herein), obtain written inspection reports ("**Reports**") regarding the physical condition of the Property as reasonably deemed
184 necessary by the Buyer or their lender. This may include, but is not limited to, the condition or presence (*if any*) of: floodplain
185 status, environmental hazards, mold, termite and wood-destroying insect infestation or damage; Plumbing, including water
186 well, sewer, septic and wastewater treatment systems, and irrigation systems; roofs and other structural improvements;
187 heating and air conditioning, electrical and mechanical systems and equipment; chimneys, flues, and gas lines; leaks and
188 exterior drainage; and any equipment or appliances included with the Property. **Note:** *The Buyer may use form MSC-2045*
189 *(Buyer's Inspection Authorization) to coordinate the inspection process.*

190 The Seller shall, within ___ days (*10 days if none specified*) after the Effective Date, provide or make available for review by
191 or on behalf of the Buyer, copies of any plans, drawings, specifications, surveys, insurance reports, and soil, engineering,
192 or environmental reports related to the Property, as well as books, electronic records, reports, leases (in addition to any
193 Leases disclosed in MSC-2035R pursuant to §4 above), agreements, contracts, financial records, permits, licenses,
194 approvals (such as water association and telephone rights), and other records in the Seller's possession or reasonable
195 control related to the use and occupancy of the Property or reflecting the income or expenses (*if any*) of the Property
196 ("**Records**").

197 **Check this box and attach FRM-2020R (Farm Program Review Rider) if this Contract is also conditioned upon**
198 **the Buyer's satisfaction with all federal, state, or local government farm programs applicable to the Property.**

199 The Seller agrees to grant the Buyer, Buyer's lender, and their representatives reasonable access to the Records and allow
200 them to conduct inspections during the Inspection Period, provided that such investigations do not unreasonably disrupt the
201 operation of the Property or the Seller's business and do not cause any material or permanent damage to the Property.
202 The Buyer acknowledges that neither the Seller nor anyone acting on the Seller's behalf has made, nor do they make, any
203 warranties, guarantees, or representations regarding the past, present, or future condition, income, expenses, operation, or
204 any other matter concerning the Property, except as expressly stated in this Contract. The Records, along with the results of
205 any inspection or test and the reports and conclusions from the Buyer and Buyer's representatives (the "**Reports**"), shall be
206 kept confidential by the Buyer and Buyer's representatives (except as required by law). However, the Buyer may disclose
207 such items to Buyer's attorneys, accountants, lenders, and other parties reasonably necessary for the Buyer to evaluate
208 the Property.

209 **D. Inspection Notice.** The Buyer must provide the Seller with a complete copy of the relevant written inspection
210 report(s), along with a written list of any unacceptable condition(s) noted in the Reports or the Records (the "**Inspection**
211 **Notice**," see MSC-2050N), *within ___ days (30 days if none specified) after the Effective Date (the "Inspection Period");*
212 *If an inspection report indicates that a specialist is required for further inspection of a particular area(s) of the Property (a*
213 *"Specialist Report"), the Buyer may notify the Seller (prior to the expiration of the Inspection Period) and receive an*
214 *additional ___ days (5 days if none specified) to provide the Inspection Notice. Note: MSC-2047N (Notice of Additional*
215 *Time for Specialist Report) may be used for this purpose. All inspection reports, including further specialist evaluations*
216 *are the sole responsibility of the Buyer, and not the Seller. Note: The Buyer may submit only one Inspection Notice,*
217 *which must include all matters unacceptable to the Buyer. The Buyer may not object to anything not included in*
218 *the Records, Reports, or a Specialist Report. Failing to conduct any inspection or submit an Inspection Notice on time*
constitutes a waiver and acceptance by the Buyer of all conditions that any inspection could have uncovered.

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

- 220 **(1)** Buyer is satisfied with all inspections;
221 **(2)** The Seller must meet certain unacceptable conditions (in a professional manner and before the agreed-upon Closing Date,
222 unless stated otherwise); or
223 **(3)** The Buyer cancels the Contract, with Earnest Money refunded (per §8), except in the following instances:

224 **LIMITATION of inspection rights (only applies if the following box is checked):**

225 **(Check Box only if applicable)** The Buyer waives the right to unilaterally terminate the Contract (i.e., waives option **(3)**
226 above). The Buyer must allow the Seller to correct unacceptable conditions before the scheduled Closing Date (i.e., the
227 Buyer's Inspection Notice must choose only option **(1)** or **(2)** above).

228 **E. Resolution Period.** If this Contract is not terminated as specified above, the parties shall have _____ days (*10 if*
229 *none stated) after the Seller receives the Inspection Notice (the "Resolution Period") to reach a written agreement on (a)*
230 *who will complete and pay for the correction of any unacceptable conditions; (b) a monetary adjustment at Closing in place*
231 *of the correction; or (c) an alternative agreement mutually acceptable to both parties; otherwise, this Contract will*
232 *automatically terminate, and the Earnest Money will be refunded to the Buyer (subject to §8). Alternatively, a written*
233 *commitment from (a) the Seller to address all items initially listed by the Buyer in the Inspection Notice (at the Seller's*
234 *expense before the scheduled Closing Date) is required; or (b) by Buyer to accept the Property without requiring fulfillment*
235 *of any such item; (both situations referred to here as a "Capitulation") shall be considered an "agreement" for the purposes*
236 *of this section, even if earlier discussions were unsuccessful. Regardless of the Resolution Period timing outlined above, if*
237 *Seller responds by refusing to address all items listed in Buyer's Inspection Notice and does not offer an alternative proposal,*
238 *then this Contract will automatically terminate unless Buyer provides a Capitulation Notice to Seller within ___ days (2 days*
239 *if not filled in) after receiving Seller's Response (or if the parties reach a mutually acceptable written agreement before then).*
240 **Note:** *A financial adjustment could impact the conditions of Buyer's loan (such as the down payment or interest rate) and*
241 *might also influence Buyer's ability to secure any necessary occupancy permit.*

242 **7. DISPOSITION OF EARNEST MONEY.**

243 Despite anything to the contrary contained herein, the Escrow Agent and/or Closing Agent (referred to collectively as "**Escrow**
244 **Holder**") shall not release the Earnest Money or any other funds held in escrow ("**Escrow Funds**") without the written approval
245 of all parties to this Contract (signatures on the Closing Statement may serve as such approval). Otherwise, the Escrow Holder
246 shall continue to maintain the Escrow Funds in escrow until: **(1)** the Escrow Holder receives a written agreement signed by all
247 parties authorizing release of the funds; **(2)** a legal action is initiated to resolve the matter (including an interpleader filed by
248 the Escrow Holder), in which case the Escrow Funds may be deposited with the court, minus any attorney's fees, court
249 costs, and legal expenses incurred by the Escrow Holder; or **(3)** a court order or final judgment directs how the funds are
250 distributed; or **(4)** as may be mandated by law. A Broker holding any disputed Escrowed Funds between the parties must, in
251 accordance with §339.105.4 RSMo, report and transfer funds to the State Treasurer within 365 days from the projected Closing
252 Date. Escrow Holder is authorized to report and deliver such funds to the State Treasurer any time after sixty (60) days
253 following the projected Closing Date (unless written consent from all parties, as described above, has been received). **Note:**

254 **If an Escrow Holder who is not a licensed real estate broker requests the parties sign a separate escrow agreement,**
255 **the provisions of that separate agreement may take precedence over the terms outlined in this Contract.** Whenever
256 this Contract calls for Earnest Money to be returned to Buyer, Buyer agrees that any costs incurred by or for Buyer may be
257 deducted by the Escrow Holder and paid to the appropriate service provider(s).

258 **8. LOSS/CONDEMNATION.**

259 The risk of loss to any improvements on the Property remains with the Seller until Closing. Seller agrees to keep their
260 existing fire and extended coverage insurance (if any) in place and to perform ordinary and necessary maintenance,
261 upkeep, and repairs through the Closing date. If, prior to Closing, any portion of the Property is taken through eminent
262 domain, or if a condemnation action is initiated or threatened against any portion (a "**Taking**"), or if any portion of the
263 Property is destroyed or physically damaged without fault of the Buyer, Seller must promptly give Notice to Buyer and
264 indicate whether Seller intends to repair and restore the Property to its condition as of the Effective Date before the
265 scheduled Closing. If Seller completes restoration before the scheduled Closing Date, the parties will move forward with
266 Closing. **Note: Forms MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to provide**
267 **Notice of any Property damage (or Taking) and any related decisions.**

268 If Seller does not restore the Property to its previous condition before the scheduled Closing Date, Seller must promptly
269 provide Buyer with: a copy of any relevant insurance policy(ies) (or authorize access to them), the contact details for the
270 agent(s) of each policy, and written consent (*if necessary*) for Buyer to communicate with the insurer; copies of any written
271 correspondence with the condemning authority and/or insurer (*as applicable*); the policy limits; and, if known, the amount
272 of proceeds payable due to the Taking or physical damage to the Property. Buyer may then either: **(1)** proceed with the
273 transaction and receive all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller in connection
274 with any physical damage to (or Taking of) the Property. In this case, the amount of any such payments previously made to
275 Seller (plus any deductible amount not covered by insurance, but after subtracting any other actual costs incurred) shall, at
276 Buyer's sole discretion and option, either elect to **(a)** a credit against the Purchase Price otherwise payable by Buyer at
277 Closing, or **(b)** a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising
278 directly from any such casualty or Taking, including the right to initiate and conduct any future litigation with respect thereto; or
279 **(2)** rescind the Contract, in which case all parties shall be released from any further liability hereunder, and the Earnest
280 Money shall be refunded to Buyer (subject to §8). Buyer must provide Notice of Buyer's decision to Seller within 10 days
281 after receiving the Notice of Property Damage (or Taking, as applicable) and the aforementioned information. Closing will be
282 postponed accordingly if such information is not received by Buyer more than 10 days before the scheduled Closing Date.
283 Seller shall not settle any claim related to a Taking prior to Closing (or earlier termination of this Contract) without Buyer's
284 prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Buyer's failure to notify
285 Seller shall be deemed an election to rescind this Contract. A rescission shall not be considered a default. This Section shall
286 survive Closing.

287 **9. ADJUSTMENTS/CLOSING COSTS.**

288 Adjustments, charges, and Closing costs shall be paid by the parties with adequate funds to fulfill their respective obligations
289 hereunder, as of the Closing date. These items, along with the following prorations, will be detailed in a closing statement
290 prepared by the Closing Agent and signed by Buyer and Seller at or before Closing (the "**Closing Statement**"), along with
291 all other documents required by this Contract and/or customarily requested by the Closing Agent to complete the Closing.
292 The parties expressly authorize the involved Broker(s) to obtain and keep copies of both the Buyer's and Seller's Closing
293 Statements as mandated by 20 CSR 2250-8.150. **Note: The Buyer is strongly advised to always carefully verify and confirm**
294 **instructions before transferring any funds via wire transfer.**

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

296 **(a)** hazard insurance premiums; **(b)** flood insurance premiums, if mandated by the lender; **(c)** any costs related to surveys
297 or appraisals requested by or on behalf of the Buyer; **(d)** charges from the Title Company (such as those for Closing,
298 recording, escrow, wiring, and closing protection letters) that are typically paid by the Buyer in the county where the Property
299 is situated; **(e)** any fees associated with the lender (such as appraisal or credit report fees, loan discount points, loan
300 origination/funding fees, and other related expenses); **(f)** the cost of any inspections requested by or on behalf of the Buyer;
301 **(g)** any special taxes (such as those from Tax Increment Financing Districts, Community Improvement Districts, and Neighborhood
302 Improvement Districts) ("Special Assessments") imposed after Closing; **(h)** the value of any heating oil or propane gas remaining
303 in tanks at the Property, based on the supplier's current rates; **(i)** the costs of any agreed-upon repairs; **(j)** fees for occupancy
304 compliance permits required by municipal, conservation, fire districts, or other governmental authorities; and **(k)** any commission
305 or other payment due from Buyer to the Broker(s).

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

307 **(a)** any current liens (both recorded and unrecorded) and existing loans on the Property (unless assumed by the Buyer); **(b)**
308 any Seller Concessions; **(c)** fees charged by the Title Company (such as those for Closing, release, escrow, wire transfers,
309 and closing protection letters) that are typically the responsibility of the Seller in the County where the Property is situated;
310 **(d)** any fees for occupancy compliance inspections required by municipal, conservation, fire districts, or other governmental
311 authorities; **(e)** any one-time Special Assessments imposed prior to Closing; **(f)** the costs of any agreed-upon repairs; and
312 **(g)** any commission or other payments owed by the Seller to the Broker(s).

313 **The parties will prorate and make adjustments at Closing (using a 30-day month), with the Seller responsible for the**
314 **day of Closing:**

315 **(a)** general taxes (calculated using the current assessment and rate, or based on the previous year if the current data is
316 unavailable); **(b)** all current income, royalties, tolls, or earnings related to or arising from the Property ("**Income**"), with any Income
317 that is more than thirty (30) days overdue to be collected by the Seller and not subject to adjustment. The Buyer shall, upon
318 receipt, promptly forward to the Seller any Income received after Closing that relates to a period prior to Closing and for
319 which no adjustment has been made, after deducting and crediting any amounts owed to the Buyer for periods following
320 Closing; **(c)** any installments of Special Assessments that become due and payable during the calendar year of Closing; and
321 **(d)** flat-rate utility charges (including water, sewer, and trash).

322 **Seller Concessions:** Notwithstanding the above, at (and only upon) Closing, the Seller shall contribute up to, but not
323 exceeding, the amount specified in §2 towards the Buyer's Closing costs, prepaids, inspections, lender fees, charges, and
324 expenses, as well as the costs and fees for the Title Commitment, Owner's Policy, or lender title insurance policy ("**Title Fees**")
325 paid by the Buyer, the Buyer's broker fees, or any other Closing-related expenses/fees, all subject to approval by the Buyer's
326 lender (excluding the cost of any home warranty or Title Fees paid by the Seller).

327 **10. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.**

328 This Agreement shall be binding upon and benefit both parties, along with their respective heirs, lawful successors, and
329 authorized assigns. The Buyer may not transfer or assign this Agreement without the Seller's prior written approval if: **(a)**
330 the Seller is financing part of the Purchase Price through a promissory note and deed of trust, or **(b)** the Buyer is assuming
331 an existing mortgage loan. Any such assignment shall not release either party from their ongoing responsibilities under this
332 Agreement. The parties acknowledge that the Buyer may wish to acquire, and/or the Seller may wish to transfer, the Property
333 as part of a like-kind exchange ("**Exchange**") under §1031 of the Internal Revenue Code (the "**Code**"). Each party agrees to
334 fully cooperate with the other party and its designated qualified intermediary or third-party facilitator regarding any such
335 Exchange; however, under no circumstances shall the Closing be delayed or impacted due to the Exchange, nor shall the
336 completion of an Exchange serve as a condition precedent or subsequent to any obligation of the parties under this
337 Agreement. No party shall, through this Agreement or by agreeing to an Exchange, be obligated to bear any cost or
338 expense, or to hold title to any real property, for the purpose of completing an Exchange on behalf of another party (the
339 "**Requesting Party**"), nor shall any party's rights or obligations under this Agreement be altered, nor shall any party be
340 deemed to have guaranteed to a Requesting Party that the Exchange complies with the Code. The Requesting Party shall
341 reimburse each other party for any cost or expense incurred by such non-requesting party in connection with the Exchange.

342 **11. ENTIRE AGREEMENT/MODIFICATION.**

343 This Agreement, along with any riders or attachments (*if applicable*), represents the complete understanding between the
344 parties regarding the Property. There are no agreements, whether written or verbal, relating to the subject matter herein. No
345 changes, modifications, or amendments to this Agreement shall be effective unless made in writing and signed by all parties.

346 **13. DEFAULT/REMEDIES.**

347 If either party fails to fulfill any obligation under this Agreement, the party alleging a default shall notify the other party in
348 writing, specifying the nature of the default and the elected remedy. The notifying party may, but is not obligated to, set a
349 deadline for the defaulting party to cure the default. After a default by either the Seller or Buyer, the other party shall have
350 the following remedies:

351 **A. Seller Defaults.** If Seller defaults, Buyer may: **(1)** Specifically enforce this Agreement and recover any damages
352 incurred by the Buyer due to the delay in acquiring the Property; **(2)** terminate this Agreement by providing Notice to the
353 Seller, agreeing to release the Seller from liability upon the Seller's release of the Earnest Money and reimbursement to
354 the Buyer for all actual costs and expenses incurred by the Buyer (which will be detailed in the Buyer's default notice) as
355 liquidated damages and as the Buyer's sole remedy (The parties acknowledging that it would be extremely difficult, if not
356 impossible, to determine the full extent of actual damages resulting from the Seller's breach, and that the return of the
357 Earnest Money along with all actual costs and expenses incurred by the Buyer represents as fair an estimate of such
358 damages as the parties can currently ascertain); or **(3)** pursue any other available remedy or damages under law or equity.
359 If the Buyer chooses to terminate this Agreement, the Earnest Money, minus any expenses incurred by or on behalf of the
360 Buyer, shall be refunded to the Buyer (subject to §8). The Buyer's release of the Seller shall not absolve the Seller from
361 liability (if any) to the Broker assisting the Seller under any listing or brokerage service agreement between them.

362 **B. Buyer Defaults.** If Buyer defaults, Seller may: **(1)** Specifically enforce this Agreement and recover damages incurred by
363 the Seller due to the delay in the sale of the Property; **(2)** terminate this Agreement by providing Notice to the Buyer, and
364 (subject to §8) retain the Earnest Money as liquidated damages and as the Seller's sole remedy (the parties acknowledging
365 that it would be extremely difficult, if not impossible, to determine the full extent of actual damages resulting from the Buyer's
366 breach, and that the Earnest Money represents the fairest approximation of such damages as the parties can currently
367 assess); or **(3)** Pursue any other remedy and damages available under law or equity. If the Earnest Money is retained by the
368 Seller as liquidated damages, any rights or interests of the Broker assisting the Seller regarding the Earnest Money shall be
369 governed by the terms outlined in the listing or other brokerage service agreement between them.

370 **14. PREVAILING PARTY.**

371 In the event of any litigation between the parties related to this Agreement, the prevailing party shall be entitled to recover,
372 in addition to any damages or equitable relief, the costs and expenses of the litigation, including court fees and reasonable
373 attorney's fees. The provisions of this Section shall remain in effect after the Closing or any termination of this Agreement.

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

375 **A.** The Buyer acknowledges that prior to signing this offer to purchase, the Buyer received a Seller's Disclosure
376 Statement for the Property. The Seller's Disclosure Statement is not intended to replace any inspections the Buyer may
377 wish to conduct. The Buyer is encouraged to address any concerns regarding the information in the Seller's Disclosure
378 Statement through contingencies outlined in this Agreement.

379 **B.** The Seller agrees to provide Buyer with a Seller's Disclosure Statement within ___ days *(or 1 day if none specified)* after
380 the Effective Date. Buyer has ___ days *(or 3 days if left blank)* after receiving the Disclosure Statement to review and notify
381 Seller if Agreement is to be terminated (with Earnest Money returned to Buyer, subject to §8). If Buyer fails to deliver timely
382 Notice of termination to Seller, Buyer shall be deemed to have accepted the Disclosure Statement without objection.

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

384 **The Seller confirms that the information in the Seller's Disclosure Statement (if provided) is accurate, to the best**
385 **of the Seller's knowledge, or will be accurate when delivered. The Seller will fully and promptly disclose to the Buyer**
386 **in writing any new information regarding the Property that is discovered or made known to the Seller at any time**
387 **before Closing, if it constitutes an adverse material fact or would render any existing information in the Seller's**
388 **Disclosure Statement false or materially misleading.**

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

390 If required by law, the Seller has provided a Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure form to the
391 Buyer prior to signing.

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

393 The Buyer, its representatives, and any inspector whose report led to a request for repairs, shall each have the right to enter
394 and conduct a "walk-through" to verify the condition of the Property upon reasonable advance notice from the Buyer prior to
395 Closing. "Walk-throughs" are not intended for a new inspection but solely for the Buyer to confirm that: (1) the Property
396 remains in the same general condition as it was on the Effective Date; and (2) any required or agreed-upon repairs *(if any)*
397 are completed in a workmanlike manner. **Note:** *MSC-2600N (Walk-Through Notice) may be utilized for this purpose.* A
398 waiver of any inspection does not waive the right to a "walk-through." Closing does not release the Seller from any obligation
399 to complete repairs that have been agreed upon or are required under this Agreement. The Seller will arrange, at their
400 expense, for all utilities to remain on through Closing (unless the utilities have been transferred to the Buyer).

401 **18. SIGNATURES.**

402 This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which
403 shall together constitute one and the same document. For purposes of executing or amending this Agreement, or delivering
404 a Notice under this Agreement, an approved standard form or other written document signed and transmitted through any
405 electronic method recognized as valid under the Missouri Uniform Electronic Transactions Act, including facsimile, digital
406 signature, or a scanned image such as a PDF sent via e-mail, shall be treated as an original signature and document.

407 **19. GOVERNING LAW/CONSTRUCTION.**

408 This Agreement shall be interpreted in accordance with the laws of the State of Missouri, including the obligation to act in good
409 faith. The terms "**Seller**" and "**Buyer**" may refer to either singular or plural, and may be masculine, feminine, or neuter gender,
410 depending on what is reflected by the signatures below. Section headings in this Agreement are for convenience of reference
411 only and shall not be construed to modify, restrict, or explain any provision of this Agreement. If any provision of this Agreement
412 is found to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not terminate
413 this Agreement or affect any other provision. Instead, this Agreement shall remain in full force and effect, to the maximum
414 extent allowed by law, and shall be interpreted as though the invalid, illegal, or unenforceable provision(s) were never included;
415 provided, however, that such provision(s) may be referenced to determine the intent of the parties.

416 **20. NOTICES.**

417 Any notice, consent, approval, request, waiver, objection, or other communication (collectively, "**Notice**") required under this
418 Agreement (after its acceptance) to be delivered to the Seller must be in writing and will be considered delivered to the Seller
419 upon being provided to the Broker (or any of its affiliated licensees) assisting the Seller, whether acting as a limited agent,
420 designated agent, dual agent, or transaction broker. Similarly, any Notice to be delivered to the Buyer must be in writing and
421 will be considered delivered to the Buyer upon being provided to the Broker (or any of its affiliated licensees) assisting the
422 Buyer, whether acting as a limited agent, designated agent, dual agent, transaction broker, or Seller's subagent. Refusal to
423 accept service of a Notice will be deemed as delivery of the Notice.

424 **21. RIDERS.** In addition to any other Riders that have been indicated as included, the following are attached and made a
425 part of this Agreement: *(check all that apply)*

431 Back-Up Contract Rider (MSC-2023R) Other _____
432 Other _____ Other _____

433 **22. SPECIAL AGREEMENTS.** *(complete only if applicable)* _____
434 _____
435 _____
436 _____
437 _____

438 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** *(complete only if applicable)*
439 _____ *(insert name of licensee)*

440 is a real estate broker or salesperson, and is *(check one or more, as applicable)*:
441 a party to this transaction;
442 a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
443 an immediate family member of Seller Buyer. *Specify:* _____

444 **24. SOURCE(S) OF BROKER(S) COMPENSATION.** *(check one or more boxes below as applicable)*
445 Seller Buyer ***(Note: The actual compensation will be determined by the relevant brokerage service agreements***
446 ***or as otherwise negotiated as part of this Agreement)***

447 The Buyer is requesting that Seller pay compensation (from the proceeds of the sale) to, or that Listing Broker share
448 compensation with, Broker assisting the Buyer at Closing. *(Form MSC-4025R "Compensation Agreement Rider" is attached).*

449 The Seller and Buyer each affirm and guarantee to each other and to the Broker(s) that the Broker(s) listed in the Brokerage
450 Relationship Section below are the sole real estate broker(s) engaged in this transaction.

451 **25. BROKERAGE RELATIONSHIP.**
452 The Buyer and Seller acknowledge receiving the Broker Disclosure Form as required by the Missouri Real Estate
453 Commission and confirm that the undersigned licensee(s) disclosed their brokerage relationship, as mandated by law or
454 regulation, to the Seller and/or Buyer or their respective Broker (as applicable), no later than the initial showing of the
455 Property, upon first contact, or promptly upon any change to their relationship.

456 Licensee assisting Buyer is a: <i>(Check applicable boxes)</i>	Licensee assisting Seller is a: <i>(Check applicable boxes)</i>
457 <input type="checkbox"/> Buyer's Limited Agent (acting on behalf of Buyer)	<input type="checkbox"/> Seller's Limited Agent (acting on behalf of Seller)
458 <input type="checkbox"/> Seller's Limited Agent (acting on behalf of Seller)	<input type="checkbox"/> Buyer's Limited Agent (acting on behalf of Buyer)
459 <input type="checkbox"/> Dual Agent (acting on behalf of both Buyer & Seller)	<input type="checkbox"/> Dual Agent (acting on behalf of both Seller & Buyer)
460 <input type="checkbox"/> Transaction Broker Assisting Buyer (not acting 461 on behalf of either Buyer or Seller)	<input type="checkbox"/> Transaction Broker Assisting Seller (not acting on 462 behalf of either Seller or Buyer)
462 <input type="checkbox"/> Subagent of Seller (acting on behalf of Seller)	<input type="checkbox"/> <i>(Also check here if serving as a designated agent)</i>
463 <input type="checkbox"/> <i>(Also check here if serving as a designated agent)</i>	

464 By signing below, the licensee(s) confirm that they have promptly disclosed their brokerage relationship to the relevant parties.

465 _____
466 **Broker's Firm Assisting Buyer**
467 Broker's Firm State License # _____
468 By *(Signature)* _____
469 Licensee's Printed Name: _____
470 Licensee's State License # _____
471 Date: _____

465 _____
466 **Broker's Firm Assisting Seller**
467 Broker's Firm State License # _____
468 By *(Signature)* _____
469 Licensee's Printed Name: _____
470 Licensee's State License # _____
471 Date: _____

472 **26. ACCESS/BROKERS ROLE/FRANCHISE DISCLOSURE.**

473 The Buyer is highly encouraged to obtain an appraisal and survey, review Property Data, and thoroughly inspect the Property.
474 The Seller agrees to provide reasonable access to the Property as needed for the Buyer to fulfill any contingencies outlined in
475 this Contract, and as required by the Buyer's lender or insurer, with reasonable prior notice from the Buyer. The Buyer (along
476 with all involved real estate licensees, including the broker(s) assisting the Buyer and/or Seller and their respective licensees
477 identified in §25 above, collectively referred to as the "**Brokers**") may be present during any allowed access to the Property.
478 The presence of the Brokers at the Property at any time is solely to assist in coordinating and ensuring full compliance with
479 the terms of this Contract and should not be interpreted as granting the Brokers any special knowledge, authority, or
480 understanding of the results. The parties will rely exclusively on the results provided by qualified experts and acknowledge
481 that the Brokers have no expertise, experience, or responsibility in analyzing or interpreting those results. The parties will not
482 depend on the Brokers for selecting or engaging any specific company to act as a lender, appraiser, title company, surveyor,
483 or for any inspection/repair, warranty, settlement, or other services ("**Service Provider**"). Such services may be offered by
484 multiple companies, and the decision to select and engage a specific Service Provider is to be made solely by the parties as
485 agreed upon herein. The parties should consider, but not be limited by, factors such as the existence of errors and omissions
486 insurance, liability insurance, business and professional licensure, membership in professional associations, and years of
487 relevant experience. **Although one or more of the Brokers may be a member of a franchise, the franchisor is not
liable for the actions of the Broker(s).**

488 **Note:** Under Missouri law, Brokers are not liable for statements made by engineers, land surveyors, geologists,
489 environmental hazard experts, wood-destroying insect inspectors, termite inspectors, mortgage brokers, home inspectors,
490 or other home inspection professionals, unless: (1) The statement was made by a person employed by a Broker; (2) the
491 individual making the statement was selected and hired by the Broker; or (3) the Broker was aware prior to Closing that the
492 statement was false (or acted with reckless disregard as to its truth or falsity). A Broker shall not be the subject of any legal
493 action, and no action shall be brought against a Broker for any information contained in any Seller disclosure provided to the
494 Buyer, unless the Broker is a signatory to such disclosure, knew prior to Closing that the statement was false, or acted with
495 reckless disregard as to whether it was true or false. Merely acting as a courier of documents does not constitute making any
496 statement contained in those documents.

497 **27. SALES INFORMATION.**

498 Seller and Buyer hereby grant permission to the Broker(s) to provide, effective as of and after the Closing, sales information
499 related to this transaction, including the Purchase Price and Property address, to any multiple listing service, local Association
500 or Board of Real Estate, its members, member prospects, appraisers, and other professional users of real estate data.

501 **28. FIRPTA.**

502 The Seller represents that they are not a foreign person as defined by the Foreign Investment in Real Property Tax Act (26
503 U.S.C. §1445) and agrees to provide a certificate at Closing confirming this, which includes the Seller's tax ID number. If the
504 Seller is a foreign person, the Buyer must adhere to the applicable FIRPTA withholding and remittance requirements. Any
505 amount that must be withheld to fulfill FIRPTA requirements shall be deducted solely from the net proceeds owed to the
506 Seller. If the net proceeds are insufficient to meet the applicable FIRPTA requirements, the Seller shall provide the additional
507 funds necessary to satisfy these withholding requirements to the Closing Agent, as a condition of Closing. The parties are
508 advised to seek independent tax advice and legal counsel concerning FIRPTA and any other related tax matters.

509 **29. ANTI-TERRORISM.**

510 Each party to this agreement affirms and guarantees to the other parties and the Broker(s) that they are not, and are not
511 acting, directly or indirectly, for or on behalf of any individual or organization designated as a Specially Designated National
512 and Blocked Person (as outlined in Executive Order 13224), nor are they involved with any entity with whom business
513 prohibited under anti-terrorism regulations.

514 **30. ACCEPTANCE DEADLINE/EFFECTIVE DATE.**

515 The Buyer's offer to purchase the Property will automatically expire if the Seller does not accept it by _____, __.m., on
516 _____ (the "**Acceptance Deadline**"). This offer may be revoked by the Buyer at any time by
517 giving notice (either orally or in writing) to the Seller or the licensee assisting the Seller, until the Seller has accepted it. The
518 Contract will become valid and binding once the Seller accepts it by **(1)** signing it, and **(2)** providing timely notice of
519 acceptance (either orally or in writing) to Buyer or the licensee assisting the Buyer, no later than the Acceptance Deadline.

520 The "**Effective Date**" of this Contract will be the date next to the signature of the last party to sign.

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31. TIME IS OF THE ESSENCE.

Timely performance of the parties' obligations under this Contract is essential. All references to a specified time shall refer to Central Time. For purposes of this agreement, a "day" is defined as a 24-hour calendar day, seven (7) days a week.

Check the box if additional signatures are required and attach the Additional Signature Page (MSC-5070).

SELLER ACCEPTS OFFER (Sign Below)

BUYER **Date**
Printed Name: _____

SELLER **Date and Time**
Printed Name: _____

BUYER **Date**
Printed Name: _____

SELLER **Date and Time**
Printed Name: _____

**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:**

Printed Entity Name
Title(s): _____

Printed Entity Name
Title(s): _____

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
this offer, is attached and incorporated into this Contract