



# Residential Sale Contract

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

1 This Residential Sale Contract ("Contract") is made by and between:  
2 Winner Of Auction \_\_\_\_\_ ("Buyer") and the undersigned "Seller".

### 3 1. PROPERTY.

4 Seller agrees to sell and Buyer agrees to buy the real estate located in the municipality of (if incorporated) Joplin  
5 (if left blank, deemed unincorporated and outside of municipal boundaries) and commonly known as:

6 4206 Swede Lane Joplin MO 64801 Jasper County  
7 Street Address City Zip Code County

8  (Check box if legal description attached)  
9 If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

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

### 12 2. INCLUSIONS/EXCLUSIONS.

13 The Property includes (but is not limited to) all the following (if any) which are now located on the real estate, all of which Seller warrants  
14 to convey to Buyer free and clear at Closing. **Note: This Contract, and not a Seller's Disclosure Statement, MLS or other**  
15 **promotional material, provides for what is included in this sale.**

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| <p><b>Access to Property</b></p> <ul style="list-style-type: none"> <li>• Garage Door Openers &amp; Controls</li> <li>• Keys &amp; Remote Entry Controls</li> </ul> <p><b>Exterior</b></p> <ul style="list-style-type: none"> <li>• Lighting, Landscaping &amp; Mailbox</li> <li>• Fences (including hardwired pet systems, collars and controls)</li> <li>• Sprinkler Systems and Controls</li> </ul> <p><b>Electrical, Lighting &amp; TV Related</b></p> <ul style="list-style-type: none"> <li>• Attic &amp; Ceiling Fans</li> <li>• Lighting Fixtures</li> <li>• Attached Antennas &amp; TV Mounts</li> <li>• Flush Mounted Speakers</li> <li>• Fire, Smoke &amp; CO Alarms</li> </ul> | <p><b>Systems &amp; Utilities</b></p> <ul style="list-style-type: none"> <li>• Heating, Cooling, Electrical &amp; Plumbing Fixtures/Systems</li> <li>• Solar Panels &amp; Systems</li> <li>• Humidifier (if attached)</li> <li>• Propane Tanks (excluding portable tanks - see lines 19-20 &amp; 281)</li> <li>• Radiator Shields</li> <li>• Hardwired Security &amp; Alarm Systems</li> <li>• Central Vac Systems &amp; Attachments</li> <li>• Ventilation &amp; Exhaust Fans</li> <li>• Water Softeners &amp; Sump Pump</li> <li>• Window Air Conditioning Units</li> <li>• Fireplace, Equipment &amp; Doors (if attached, including artificial logs)</li> </ul> | <p><b>Kitchen/Cooking Related</b></p> <ul style="list-style-type: none"> <li>• Dishwashers &amp; Trash Compactors</li> <li>• Garbage Disposals</li> <li>• Barbecue Grills &amp; Fire Pits (Built-in)</li> <li>• Microwave Ovens (Built-in)</li> <li>• Ovens/Ranges/Stoves &amp; Attachments</li> </ul> <p><b>Window/Wall &amp; Flooring Related</b></p> <ul style="list-style-type: none"> <li>• Blinds, Shades, Shutters, Storm Windows &amp; Doors, Screens, Awnings</li> <li>• Curtain &amp; Drapery Hardware (only)</li> <li>• Attached Mirrors &amp; all Bathroom Mirrors</li> <li>• Attached Shelving/Closet Organizers</li> <li>• Attached Floor Coverings</li> </ul> |
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16 **To avoid misunderstanding, list below (as "Included" or "Excluded") any item(s) which may be subject to question:**  
17 **Included** (e.g., non-affixed equipment or other personal property such as refrigerators, TVs, electronics, washer/dryer & appliances):

18 \_\_\_\_\_  
19 **Excluded** (e.g., any item(s) reserved, leased or not owned by Seller, such as propane tanks, water softeners, and solar panels/systems):  
20 \_\_\_\_\_

### 21 3. PURCHASE PRICE/EARNEST MONEY.

22 The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ \_\_\_\_\_  
23 The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are (\$0 if none stated): \$ \_\_\_\_\_  
24 The "Earnest Money", to be applied to Purchase Price at Closing, is (if applicable, also complete below): \$10% \_\_\_\_\_

25 Earnest Money shall be delivered by Buyer to First American Title Company \_\_\_\_\_ ("Escrow Agent")  
26 no later than 2 days (5 days unless otherwise specified) after the Effective Date.

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

29 **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-refundable,**  
30 **attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.**

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

### 33 4. CLOSING.

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

37 2820 Arizona Ave, Joplin, MO on 09/13/2024 (the "Closing Date").  
38 Specify Location Month Day

39 Possession and all keys will be delivered to Buyer at Closing. **Brokers are not responsible for delivery of keys. Buyer should**  
40 **change locks following possession and reset to factory setting all codes and passwords for all electronic systems or**  
41 **components at the Property.**

42 **Note: Attach a rider if possession is to be transferred other than as of Closing: See e.g., RES-3010 (Residential Lease); MSC-**  
43 **2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry**  
44 **by Buyer Prior to Closing).**

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

48 **(Note: If the Property is to remain tenant occupied, please complete and attach Rental Property Rider MSC-2035R).**

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

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

- This Contract is **NOT** contingent upon the sale and/or closing of any other existing property of Buyer.
- This Contract is **IS** contingent upon the sale and/or closing of an existing property of Buyer. (If this box is checked, then complete and attach either Rider "Contingency for Sale of Buyer's Existing Property" (MSC-2021R), or "Contingency for Closing of Buyer's Existing Property" (MSC-2022R), and indicate such at §21.

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

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

Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase 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 contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy of the appraisal) to Seller no later than \_\_\_\_\_ days (25 if none stated) after the Effective Date. **Note:** MSC-2020N Appraisal Notice (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within \_\_\_\_\_ days (5 if none stated) after delivery of the Appraisal Notice to Seller (the "Appraisal Resolution Deadline"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering Notice thereof to Seller on or before the Appraisal Resolution Deadline. **Note:** MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

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

**1. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price. (Also check the following, if applicable):  Pre-Approval Letter/Proof of Funds sufficient to complete the Closing is attached.

**2. Nonconventional.** If this box is checked, then complete and attach the applicable Rider, and indicate such at §21 (e.g., Government Loan, MSC-2011R; Seller Financing & Disclosures, MSC-2012R; or Loan Assumption, MSC-2013R).

**3. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "Loan Contingency Deadline") which is \_\_\_\_\_ days (25 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and despite request, Buyer was unable to obtain such Notice from lender (See MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit").

**Note:** If Buyer does not attach either MSC-2021R or MSC-2022R (to be marked at §21), then Buyer's inability to obtain a loan due to the failure of the sale and/or closing of another property of Buyer's will not constitute proper grounds to exercise this contingency.

If Buyer has complied with the terms of this subparagraph and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

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

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

Rate Type (check one):  Fixed  Adjustable  Other: \_\_\_\_\_

Other terms (N/A if blank): \_\_\_\_\_

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

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

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

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

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

**B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (**cost of both to be split 50/50 between parties**).

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

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

The Title Commitment and Owner's Policy shall be issued by First American Title Company \_\_\_\_\_ (the "Title Company").

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

Buyer has 10 \_\_\_\_\_ days (20 if none stated) to review the Title Commitment after its receipt, including all use and other restrictions, rights of way and easements, and all other recorded documents which Buyer may desire to obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters (other than the Permitted Exceptions) shown or referred to therein and/or the Survey ("Objections"); provided, however, that if box 6D is checked, then Buyer has 3 \_\_\_\_\_ days (20 if none is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. **Note:** MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.

If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller has 3 \_\_\_\_\_ days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior to Closing, at

117 Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within \_\_\_\_ additional days  
118 (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept title without correction of  
119 such Objections. **Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to**  
120 **agree to correct any of them.** If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer  
121 (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for any survey, title, inspection and  
122 appraisal costs or charges paid or incurred by Buyer.

123 Seller is solely responsible and liable for clearing any title exception that arises between the Effective Date and Closing. Any existing  
124 monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be  
125 paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Survey or Title  
126 Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed waived, and together with all laws and zoning  
127 ordinances and, unless MSC-2060R (*Subdivision Review Rider*) is attached hereto (*in which case, please indicate such at §21*), the  
128 subdivision indentures, covenants, declarations and restrictions, and the subdivision/homeowner association bylaws, rules and  
129 regulations and financial and insurance information, for the subdivision of which the Property is a part, are collectively referred to herein  
130 as the "**Permitted Exceptions**". The Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see  
131 §10), Buyer is solely responsible for the cost of any lender title insurance policy.

## 132 7. INSPECTIONS.

133 **A. General.** The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be  
134 given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in setting the  
135 Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract. Notwithstanding anything herein  
136 to the contrary, Buyer may inspect (or appraise) the Property or have it inspected (or appraised) by others on Buyer's behalf. Buyer  
137 agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims,  
138 costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of  
139 the Property, which obligations shall survive termination of this Contract. Waiver of any inspection rights under this §7 shall not waive  
140 any other rights of Buyer herein. Seller agrees to permit inspections of the Property by any qualified inspector or appraiser selected  
141 by Buyer and/or required by Buyer's lender, upon reasonable advance Notice to Seller.

142 **B. Property Data.** Within \_\_\_\_ days (5 if none stated) after the Effective Date (the "**Property Data Review Period**"), Buyer may  
143 review additional data regarding the Property, including but not limited to: zoning regulations; taxes; school district; square footage of  
144 land or improvements; and the presence of registered sex offenders or other convicted criminals in the area ("**Property Data**"). If  
145 unsatisfied with any Property Data, Buyer may terminate this Contract (with Earnest Money returned, subject to §8) by delivering  
146 Notice thereof to Seller prior to expiration of the Property Data Review Period. **Note: MSC-2049N (Property Data Review Termination**  
147 **Notice) may be used for this purpose.** Failure to timely provide such Notice constitutes a waiver of such termination right and Buyer's  
148 acceptance of all Property Data.

149 **C. Inspection Reports.** Buyer may, at Buyer's option and expense, obtain written inspection reports of the condition of the  
150 Property as reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence (*if any*) of:  
151 flood plain status; environmental hazards; mold; termite and wood destroying insect infestation or damage; plumbing, including water  
152 well, sewer, septic and wastewater treatment systems and lawn irrigation systems; roofs and other structural improvements; heating  
153 and air conditioning, electrical and mechanical systems and equipment; swimming pools and equipment; chimneys, flues and gas  
154 lines; leaks and exterior drainage; and any appliance included as part of the Property. **Note: The cost and availability of insurance**  
155 **should be ascertained during the Inspection Period, including but not limited to homeowner's and flood insurance.**

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

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

- 167 (1) Buyer is satisfied with all inspections;  
168 (2) There are unacceptable conditions to be satisfied by Seller (prior to scheduled Closing Date, unless otherwise specified); or  
169 (3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8), excepting only as follows:

### 170 LIMITATION of inspection rights (only applies if the following box is checked):

171  (Check Box only if applicable) Buyer waives its right to unilaterally terminate the Contract (*i.e.*, Buyer waives option (3) above).  
172 Buyer must give Seller an opportunity to correct, prior to the scheduled Closing Date, unacceptable conditions noted (*i.e.*, Buyer's  
173 Inspection Notice must select from only option (1) or (2) above).

174 **E. Resolution Period.** If this Contract is not terminated as provided above, the parties shall have 5 \_\_\_\_ days (10 if none stated)  
175 after Seller's receipt of the Inspection Notice (the "**Resolution Period**") to reach a written agreement as to (a) who will complete and  
176 pay for the correction of any unacceptable conditions; or (b) a monetary adjustment at Closing in lieu thereof; or this Contract will  
177 automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet  
178 all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense prior to the scheduled Closing Date); or  
179 (b) by Buyer to accept the Property without satisfaction of any such requirement; shall constitute an "agreement" for purposes of this  
180 paragraph, even if earlier negotiations failed. **Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment,**  
181 **interest rate and private mortgage insurance), and may also affect Buyer's ability to obtain any required occupancy permit.**

182 **F. Municipal/Governmental Inspections.** Seller agrees to apply for any required occupancy compliance inspection, including  
183 those of any municipal, conservation, fire district or other governmental authority (e.g., back flow certification) at Seller's expense. If  
184 the Property does not pass all such inspections, Seller must provide Notice to Buyer within \_\_\_\_\_ days (15 if none stated) after the  
185 Effective Date of any violation or requirement that Seller will not correct or satisfy; **Failure to provide timely Notice eliminates**  
186 **Seller's ability to negotiate any noted inspection violation or requirement, and Seller must correct and satisfy all such**  
187 **matters prior to the scheduled Closing Date.** If Seller timely notifies Buyer of Seller's refusal to correct or satisfy all such matters,  
188 Buyer and Seller have \_\_\_\_\_ days (10 if none stated) after Buyer's receipt of Seller's Notice in which to reach a written agreement as  
189 to **(a)** who will complete and pay to correct and satisfy all such matters; or **(b)** to a monetary adjustment at Closing in lieu thereof; or  
190 this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by  
191 **(a)** Seller to correct and satisfy all such matters, at Seller's expense prior to the scheduled Closing Date; or **(b)** Buyer to accept the  
192 Property without correction or satisfaction of any matter contained in the original report provided; shall constitute an "agreement" for  
193 the purposes of this paragraph, even if earlier negotiations failed. **Note:** A monetary adjustment may affect the terms of Buyer's loan  
194 (e.g. down payment, interest rate and private mortgage insurance), and also Buyer's ability to obtain any required occupancy permit.  
195 Buyer is cautioned not to rely on governmental inspections, and to become independently satisfied with the condition of the Property.

196 **G. Broker Role.** Buyer (and all involved real estate licensees, including the broker(s) assisting Buyer and/or Seller and their  
197 respective licensees identified in §25 below, collectively, the "**Brokers**") may be present during any inspection of the Property and  
198 "walk-through." Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract, and  
199 not in any way be interpreted as providing Brokers with special knowledge or understanding of any inspection results. The parties  
200 will rely only upon inspection results provided by the appropriate expert(s), and acknowledge that Brokers have no expertise or  
201 responsibility in determining any defects. The parties will also not rely upon Brokers in any way as to the selection or engagement of  
202 a particular company for any inspection, warranty or service. Inspections, warranties and services may be offered by more than one  
203 company, and the determination to select and engage a particular company, and the completeness and satisfaction of any such  
204 inspection, warranty or service, is the sole responsibility of Buyer. When choosing to engage a lender, inspector, warranty, service,  
205 title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and  
206 omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of  
207 experience. **Note:** Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to coordinate this process.

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

216 **H. Home Warranty (Check one):** **Note:** Home Warranty plans are not a substitute for inspections.  
217 **(1)**  Buyer acknowledges that Seller is not providing a home warranty plan or service agreement as a part of this sale. Buyer may  
218 purchase one separately, if desired.  
219 **(2)**  Seller agrees to pay (but only at and upon Closing), towards the cost of a home warranty plan or service agreement (to be  
220 ordered by Buyer or Buyer's Broker) an amount, not to exceed \$ \_\_\_\_\_. Buyer's Broker may receive a fee from  
221 the home warranty vendor.  
222 **(3)**  Seller has a home warranty plan or service agreement and will transfer it to Buyer at Closing. (Please add any further  
223 explanation, terms and conditions) \_\_\_\_\_

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

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

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

#### 265 **10. ADJUSTMENTS/CLOSING COSTS.**

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

#### 272 **Buyer shall pay for (where applicable):**

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

#### 285 **Seller shall pay for (where applicable):**

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

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

- 295 **(a)** general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 296 **(b)** any installments of Special Assessments becoming due and payable during the calendar year of Closing;
- 297 **(c)** subdivision upkeep assessments and monthly association fee;
- 298 **(d)** flat rate utility charges (including water, sewer and trash); and
- 299 **(e)** boat dock fees.

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

#### 305 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.**

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

315 request of another party (the "**Requesting Party**"), or have its rights or obligations hereunder affected in any manner, or be deemed to  
316 have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each  
317 other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

## 318 **12. ENTIRE AGREEMENT/MODIFICATION.**

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

## 322 **13. DEFAULT/REMEDIES.**

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

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

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

## 343 **14. PREVAILING PARTY.**

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

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

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

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

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

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

## 360 **16. LEAD-BASED PAINT DISCLOSURE.**

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

## 362 **17. WALK-THROUGHS/VERIFICATION OF CONDITION.**

363 Buyer, its representatives and any inspector whose report prompted a request for repairs, shall each have the right to enter and "walk-  
364 through" and verify the condition of the Property. "Walk-throughs" are not for the purpose of conducting a new inspection, but only for  
365 Buyer to confirm that: **(1)** the Property is in the same general condition as it was on the Effective Date; and **(2)** any repairs which are  
366 required or agreed upon (*if any*) are completed in a workmanlike manner. **Note: MSC-2600N (Walk-Through Notice) may be used for**  
367 **this purpose.** Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to  
368 complete any repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all utilities turned on  
369 during the Inspection Period and during a "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant,  
370 Buyer shall have the right to have the utilities transferred to Buyer within \_\_\_\_\_ days (*4 if none stated*) prior to Closing.

## 371 **18. SIGNATURES.**

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

## 377 **19. GOVERNING LAW/CONSTRUCTION.**

378 This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The  
379 terms "**Seller**" and "**Buyer**" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced

380 by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to  
381 modify, restrict or explain any provision of this Contract. If any provision herein shall for any reason be held to be invalid, illegal or  
382 unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect  
383 any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be  
384 construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such  
385 provision(s) may be referred to in order to determine the intent of the parties.

**20. NOTICES.**

386 Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this Contract  
387 (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery thereof to the  
388 Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting, dual agent or transaction  
389 broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to  
390 the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated agent, dual agent, transaction broker  
391 or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

**21. RIDERS.**

392 The following Riders are attached and incorporated as part of this Contract: *(check all that apply)*

- 393  Government Loan Rider (MSC-2011R)  Contingency for Sale of Buyer's Existing Property (MSC-2021R)  
394  Back-Up Contract Rider (MSC-2023R)  Contingency for Closing of Buyer's Existing Property (MSC-2022R)  
395  Other \_\_\_\_\_  
396  Other \_\_\_\_\_  
397  Other \_\_\_\_\_  
398  Other \_\_\_\_\_  
399  Other \_\_\_\_\_

400 **Note:** This Contract is designed for use in connection with completed construction. If used for new construction, an appropriate rider,  
401 addressing things such as approval of final plans, selection of available options (e.g., flooring, colors, appliances), ability and procedures  
402 to submit change orders, completion deadlines and consequences for failure to meet the same, inspections, construction loan disbursing,  
403 warranties, and anything else that may be important to your situation, should be attached.

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

404 \_\_\_\_\_  
405 \_\_\_\_\_  
406 \_\_\_\_\_  
407 \_\_\_\_\_  
408 \_\_\_\_\_

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

409 \_\_\_\_\_ *(insert name of licensee)*

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

- 411  a party to this transaction;  
412  a principal of and/or has a direct or indirect ownership interest in  Seller  Buyer; and/or  
413  an immediate family member of  Seller  Buyer. *Specify:* \_\_\_\_\_  
414 \_\_\_\_\_

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

415  Seller  Buyer **(Note: actual compensation shall be determined by applicable brokerage service agreements)**  
416 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship  
417 Section below is (are) the only real estate broker(s) involved in this sale.  
418

**25. BROKERAGE RELATIONSHIP.**

419 Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that  
420 disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer  
421 or their respective Broker (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first  
422 contact, or immediately upon the occurrence of any change to their relationship.  
423

**Licensee assisting Buyer is a:** *(Check appropriate boxes)*

- 424  Buyer's Limited Agent (acting on behalf of Buyer)  
425  Seller's Limited Agent (acting on behalf of Seller)  
426  Dual Agent (acting on behalf of both Buyer & Seller)  
427  Transaction Broker Assisting Buyer (not acting on  
428 behalf of either Buyer or Seller)  
429  Subagent of Seller (acting on behalf of Seller)  
430  **(Also check here if serving as a designated agent)**

**Licensee assisting Seller is a:** *(Check appropriate boxes)*

- 431  Seller's Limited Agent (acting on behalf of Seller)  
432  Buyer's Limited Agent (acting on behalf of Buyer)  
433  Dual Agent (acting on behalf of both Seller & Buyer)  
434  Transaction Broker Assisting Seller (not acting on  
435 behalf of either Seller or Buyer)  
436  **(Also check here if serving as a designated agent)**

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

438 United Country Real Estate Buckhorn Land and Home  
439 Broker's Firm Assisting Buyer

438 United Country Real Estate Buckhorn Land and Home  
439 Broker's Firm Assisting Seller

440 Broker's Firm State License #\_2018017800

440 Broker's Firm State License #\_2018017800

443 By (Signature) \_\_\_\_\_  
444 Licensee's Printed Name: James Edwards  
445 Licensee's State License # 2021003059  
446 Date: \_\_\_\_\_

By (Signature) \_\_\_\_\_  
Licensee's Printed Name: James Edwards  
Licensee's State License # 2021003059  
Date: \_\_\_\_\_

447 **26. FRANCHISE DISCLOSURE.**

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

449 **27. SALES INFORMATION.**

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

453 **28. FIRPTA.**

454 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act ("FIRPTA", 26 U.S.C.  
455 §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number. If Seller is a foreign person,  
456 then Buyer must comply with applicable FIRPTA withholding and remittance requirements. Any amount required to be withheld to satisfy  
457 FIRPTA requirements shall be taken solely from the net proceeds due Seller. If the net proceeds are not sufficient to satisfy applicable  
458 FIRPTA requirements, then Seller shall deliver to Closing Agent, as a condition to Closing, the additional Funds necessary to satisfy the  
459 applicable FIRPTA withholding requirements. The parties should seek independent tax advice and legal counsel regarding FIRPTA and  
460 any other tax matters.

461 **29. ANTI-TERRORISM.**

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

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

466 Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by \_\_\_\_\_m., on  
467 \_\_\_\_\_ (the "Acceptance Deadline"). This offer may be accepted by: (1) Seller signing it; and (2)  
468 providing timely notice of such acceptance (which may be given orally or in writing) to Buyer or to the licensee assisting Buyer (i.e., on  
469 or before the Acceptance Deadline). This Contract will become valid and legally binding at such time. The "Effective Date" of this  
470 Contract shall be the date adjacent to the signature of the last party to sign this Contract.

471 **31. TIME IS OF THE ESSENCE.**

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

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

**SELLER ACCEPTS OFFER (Sign Below)**

475 \_\_\_\_\_  
476 **BUYER** **Date**  
477 Printed Name: \_\_\_\_\_

\_\_\_\_\_  
**SELLER** **Date and Time**  
Printed Name: Samir Fahmy

478 \_\_\_\_\_  
479 **BUYER** **Date**  
480 Printed Name: \_\_\_\_\_

\_\_\_\_\_  
**SELLER** **Date and Time**  
Printed Name: Brenda Fahmy

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

483 \_\_\_\_\_  
484 Printed Entity Name  
485 Title(s): \_\_\_\_\_  
486

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

\_\_\_\_\_  
Printed Entity Name  
Title(s): \_\_\_\_\_

487 **SELLER REJECTS OFFER (Initial)** \_\_\_\_\_  
488 **SELLER COUNTER-OFFERS (Initial)** \_\_\_\_\_  
489 Counter Offer form MSC-2040, which amends the terms of  
490 this offer, is attached and incorporated into this Contract