

**IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MISSOURI**

In re:

417 Rentals, LLC

Debtor.

Case # 17-60935-11
Chapter 11

**AMENDED MOTION FOR AUTHORITY TO SELL REAL ESTATE
FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES
PURSUANT TO 11 U.S.C. § 363(b),(f),(h), and (m)**

COMES NOW, 417 Rentals, LLC, Debtor, and for its Amended Motion for Authority to Sell Real Estate Free and Clear of all Liens, Claims and Encumbrances, pursuant to *11 U.S.C. §363(b),(f),(h) and (m)*, states:

I.

Jurisdiction and Venue

1. On August 25, 2017 (the "Petition Date"), the Debtor filed its Voluntary Petition for Relief pursuant to *Chapter 11* of *Title 11* of the *United States Code*. Since that time, the Debtor has remained in possession of its assets and has operated its business as a Debtor-in-Possession.

2. The Court has jurisdiction over this matter pursuant to *28 U.S.C. §§ 157 and 1334*. This is a core proceeding pursuant to *28 U.S.C. § 157(b)(2)(A),(N) and (O)*.

3. Venue in this case is proper in this District pursuant to *28 U.S.C. §§ 1408 and 1409*.

II.

Background

4. The Debtor's assets consist of 565 rental units, many of which are single family dwellings. These properties are located in the Springfield, Missouri area. There are 15 lenders whose liens encumber most of the properties. The Debtor's reorganization plan will seek to refinance certain properties and sell the remaining properties.

III.
The Sales

5. Among the Debtor's assets are 54 properties consisting of single family dwellings, all of which are encumbered by Deeds of Trust on behalf of Central Bank of the Ozarks (Bank). A description of each property subject of the sale, together with the information concerning the loan balance, interest rate, taxes and insurance, are included in the table attached hereto, made a part hereof, and marked **Exhibit A**.

6. The Debtor has entered into a contract, subject to Court approval, with H&M Properties and Sign Investments, LLC (Purchaser) to purchase the 54 properties for the sum of \$1,100,000.00, a copy of the contract is attached hereto, made a part hereof, and marked **Exhibit B**.

7. The Debtor does not now, nor has it ever had, any personal or business relationship with the Purchaser, other than these sales.

8. The property has been listed for sale since May 2017 and since that date there have been no competing offers to purchase.

9. The property subject of the sale is not necessary for an effective reorganization.

IV.
Relief Requested

10. The Debtor requests authority pursuant to *11 U.S.C. § 363(f)* to sell the properties described in **Exhibit A** free and clear of all liens, encumbrances, claims and interests, with such liens, encumbrances, claims and interests to attach to the sale proceeds in the order of priority.

WHEREFORE, 417 Rentals, LLC, Debtor herein, prays the Court for an order authorizing the sale of the 54 properties described in **Exhibit A**, and that the proceeds be applied

as follows:

- (a) First, to the payment of expenses of the sale;
- (b) Second, to pay any real estate taxes and assessments outstanding and unpaid at the time of the sale;
- (c) Third, the sum of \$900,000.00 to be paid to the Central Bank of the Ozarks in full satisfaction of the indebtedness owed it by the Debtor;
- (d) Fourth, the balance to be paid to the Debtor's estate; and
- (e) That the Court order such other and further relief as is just and proper.

Respectfully submitted,

BERMAN, DeLEVE, KUCHAN & CHAPMAN, LLC

By: /s/ Ronald S. Weiss

Ronald S. Weiss MO #21215
Joel Pelofsky MO #17929
1100 Main, Suite 2850
Kansas City, Missouri 64105
(816) 471-5900 Phone / (816) 842-9955 Fax
Email: rweiss@bdkc.com
Email: jpelofsky@bdkc.com

ATTORNEYS FOR DEBTOR

CERTIFICATE OF SERVICE

I certify that the foregoing Motion was electronically filed with the Clerk of the Bankruptcy Court on this 28th day of December, 2017 and was served electronically on those parties receiving electronic notice through the Court's CM/ECF system, with an identical copy delivered by First Class, United States Mail, postage pre-paid to the following:

Lloyd E. Mueller
Office of the U.S. Trustee
400 E 9th Street, Suite 3440
Kansas City, MO 64106
U.S. TRUSTEE

Dan Nelson
Lathrop Gage, LLP
910 E St. Louis Street, Suite 100
Springfield, MO 65806
**ATTORNEY FOR CENTRAL BANK
OF THE OZARKS**

Denise Jump
Hoover & Associates Real Estate, Inc.
3520 S Springfield Avenue
Bolivar, MO 65613
**BROKER FOR BUYER H&M PROPERTIES
& SIGN INVESTMENTS, LLC**

/s/ Ronald S. Weiss

Ronald S. Weiss, MO #21215
Attorney for Debtor

Exhibit A: Properties Table Page 1 of 2

COLOR KEY AT BOTTOM		663				2017-2018		2017-2018	2017-2018	2017-2018	2017-2018	2017-2018	2017-2018	2017-2018
Street Address	#Units	ZIP	Deed Of Trust Held	Loan #	Interest	Original Amt*	Loan Balance	Cost Basis	#OfProps	TAX ID	Yearly Taxes	Insurance/Yr	Notes	
				Central Bank	14868 1632	5.500%	\$171,454.33	\$122,819.69		4	1301589.63		\$590.68	
1271 S Ferguson Ave	1	65807	Central Bank	14868 1632		\$1,301,589.63		\$21,311.12		1326204036	\$532.11			
2850 W Elm St	1	65802	Central Bank	14868 1632				\$11,623.75		1321125008	\$354.01			
827 S Nettleton Ave	1	65803	Central Bank	14868 1632				\$13,788.67		1323327006	\$340.86			
900 W Mt Vernon St	1	65802	Central Bank	14868 1632				\$16,633.38		1323407001	\$291.54			
				14868 2225	5.500%	\$335,392.50	\$215,771.22			9			\$1,155.76	
1427 W Lynn St	1	65802	Central Bank	14868 2225				\$18,427.54		1314229008	\$295.37			
1451 N West Ave	1	65802	Central Bank	14868 2225				\$17,002.71		1315205005	\$290.44			
2211 W Atlantic St	1	65803	Central Bank	14868 2225				\$16,181.44		1310209027	\$269.62			
2749 W Olive St	1	65802	Central Bank	14868 2225				\$17,107.28		1321130015	\$365.52			
2911 W Calhoun St	1	65802	Central Bank	14868 2225				\$18,199.16		1316107043	\$333.18			
631 W High St	1	65803	Central Bank	14868 2225				\$19,903.80		1311115012	\$314.55			
813 S Glenn Ave	1	65804	Central Bank	14868 2225				\$19,419.51		1321405002	\$354.01			
830 S Nettleton Ave	1	65803	Central Bank	14868 2225				\$17,029.93		1323328021	\$323.87			
910 S Kansas Ave	1	65802	Central Bank	14868 2225				\$19,795.50		1323326020	\$388.53			
				14868 2353	5.500%	\$371,492.50	\$235,732.33			10			\$1,280.20	
1035 W Division St	1	65803	Central Bank	14868 2353				\$22,142.84		1311331008	\$337.02			
1461 N Missouri Ave	1	65802	Central Bank	14868 2353				\$17,542.87		1314105015	\$339.21			
2129 W Wall St	1	65803	Central Bank	14868 2353				\$14,243.70		1315410017	\$213.72			
2159 W Chestnut St	1	65802	Central Bank	14868 2353				\$11,945.92		1315407036	\$286.60			
2660 W Phelps St	1	65802	Central Bank	14868 2353						1315316008	\$244.96			
2681 E Atlantic St	1	65803	Central Bank	14868 2353				\$20,342.81		1209202008	\$368.80			
2746 W Collage St	1	65802	Central Bank	14868 2353				\$15,513.79		1321132028	\$104.12		Also 1321132027	
2757 W Walnut St	1	65802	Central Bank	14868 2353				\$20,780.02		1321132011	\$254.27			
3015 W Lincoln St	1	65802	Central Bank	14868 2353				\$13,857.66		1321113015	\$297.02			
3050 W Pacific St	1	65802	Central Bank	14868 2353				\$10,779.84		1309412037	\$294.82			
				14868 2370	5.500%	\$488,765.28	\$346,495.29			16			\$1,684.43	
1005 E Commercial St	1	65803	Central Bank	14868 2370				\$21,526.46		1312403017	\$347.98			
1029 N Johnston Ave	1	65802	Central Bank	14868 2370				\$19,776.75		1314220009	\$350.72			
1223 S New Ave	1	65807	Central Bank	14868 2370				\$17,728.63		1326203028	\$291.54			
1448 N Prospect Ave	1	65802	Central Bank	14868 2370				\$19,547.35		1218202010	\$292.63			
1634 W Chestnut St	1	65802	Central Bank	14868 2370				\$18,508.12		1315413047	\$340.31			
2051 N Marion Ave	1	65802	Central Bank	14868 2370				\$19,770.60		1310117004	\$347.98			
2252 N Lyon Ave	1	65804	Central Bank	14868 2370				\$8,280.40		1311101011	\$258.66			
2316 W Olive St	1	65802	Central Bank	14868 2370				\$19,110.37		1322225003	\$347.98			
2321 N Concord Ave	1	65803	Central Bank	14868 2370				\$26,633.77		1311104020	\$420.86			
2832 W Water St	1	65802	Central Bank	14868 2370				\$17,290.56		1321129004	\$295.92			
503 N Brown Ave	1	65802	Central Bank	14868 2370				\$8,479.29		1315326001	\$283.32		FIRE (450/mo)	
612 N Park Ave	1	65802	Central Bank	14868 2370				\$21,087.22		1315408036	\$300.85			
818 E Garfield St	1	65803	Central Bank	14868 2370				\$14,085.09		1312128012	\$314.55			
833 S Nettleton Ave	1	65803	Central Bank	14868 2370				\$14,708.04		1323327007	\$238.38		FIRE ()	
842 S Nettleton Ave	1	65802	Central Bank	14868 2370				\$18,724.44		1323328018	\$229.06			
				14868 2397	5.500%	\$88,442.50	\$63,472.74			2			\$304.54	
1430 N Frisco Ave	1	65802	Central Bank	14868 2397				\$17,892.87		1313102013				
1847 W Chestnut St	1	65802	Central Bank	14868 2397				\$22,381.11		1315404052	\$307.98			
				14868 7631	5.500%	\$107,323.94	\$75,219.12			3			\$369.62	
1550 N Colgate Ave	1	65802	Central Bank	14868 7631				\$13,342.65		1309411037	\$258.11			
3159 W Madison St	1	65802	Central Bank	14868 7631				\$19,234.95		1321311022	\$282.22			
811 S New Ave	1	65806	Central Bank	14868 7631				\$17,334.58		1323318005	\$318.94			
				249615 2615	5.500%	\$153,344.00	\$111,127.25			3			\$528.25	
1617 N Main Ave A&B	2	65803	Central Bank	249615 2615				\$25,925.97						
2527 W Water St	1	65802	Central Bank	249615 2615				\$7,983.48		1322204016	\$291.54			
801 W Mt Vernon St	1	65806	Central Bank	249615 2615				\$18,804.24		1323141007	\$386.34			
				249615 8324	5.500%	\$101,659.38	\$73,267.92			2			\$350.10	
824 N Eagle Ave	1	65802	Central Bank	249615 8324				\$28,312.73		1315401027	-			

Exhibit A: Properties Table Page 2 of 2

Street Address	#Units	ZIP	Deed Of Trust Held	Loan #	Interest	Original Amt*	Loan Balance	Cost Basis	#OfProps	TAX ID	Yearly Taxes	Insurance/Yr	Notes
823 N Kansas Expy	1	65802	Central Bank	249615 8324				\$52.03		1315401027	\$534.30		same lot 824 823
				249615 9456	5.500%	\$61,121.05	\$57,684.07		4				
1723 W Lee St	1	65802	Central Bank	249615 9456				\$19,540.72		1310111030	\$459.22	\$158.56	
2038 N Robberson Ave	1	65803	Central Bank	249615 9456				\$13,948.45		1312219017	\$493.75	\$144.77	
804 N West Ave	1	65802	Central Bank	249615 9456				\$22,634.34		1315303015	\$423.60	\$134.43	
909 N Eagle Ave	1	65806	Central Bank	249615 9456				\$16,687.71		1315402028	\$377.02	\$120.64	

Reference (e.g., Seller & Buyer)

H & M / 417 Rentals



Contract for Sale of Residential Real Estate

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

This Contract is made between 417 Rentals, LLC ("Seller") and H & M Properties and Sign Investments, LLC ("Buyer"). The "Effective Date" shall be the date adjacent to the signature of the last party to sign this Contract or the Counter Offer attached hereto (if any).

1. PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real estate (if no legal description is included below, then legal description on Seller's deed(s) to govern. Legal description(s) may be confirmed by a Survey pursuant to Section 6 below). Such real estate, together with all existing improvements located thereon (including all permanently attached equipment and fixtures not specifically excluded below) and all rights, privileges and easements appurtenant thereto, and any items of personal property specifically included below, are collectively referred to herein as the "Property." Legal Description is (insert if available): 50 Single family homes and 1 duplex listed as the Central Bank package of MLS # 6009246. All properties are located in Springfield, MO. (Check box if legal description attached)

Street Address Springfield MO Zip Code Greene County

2. INCLUSIONS AND EXCLUSIONS. The Purchase Price and the Property includes (but is not limited to) all of the following (if any) which now exist and are located on the real estate, all of which Seller warrants to convey free and clear. Note: This Contract, and not the Seller's Disclosure Statement, multiple listing service or other promotional material, provides for what is included in this sale.

- Access to Property: Garage Door Opener(s) & Control(s), Keys and Remote Entry Controls
Exterior: Exterior Lighting, Landscaping & Mailbox, Fences, Sprinkler Systems and Controls
Systems and Utilities: Heating, Cooling, Electrical, Plumbing Fixtures/Systems, Humidifier, Propane Tanks, Radiator Shields, Security & Alarm Systems
Kitchen / Cooking Related: Dishwashers & Trash Compactors, Garbage Disposals, Gas Fired Barbecue Grills, Microwave Ovens, Ovens/Ranges and Attachments
Electrical, Lighting & TV Related: Attic and Ceiling Fans, Lighting Fixtures, TV Antennas
Fire / Fireplace Related: Fire and Smoke Alarms
Window / Wall Related: Blinds, Shades, Shutters, Storm Windows, Sashes and Doors, Screens, Awnings, Curtain & Drapery Hardware, Mirrors, Shelving & Closet Organizers
Flooring Related: Floor Coverings, Tacked Down & Wall to Wall Carpet
Miscellaneous: Manuals and written warranties in Seller's possession pertaining to any of the foregoing

To avoid misunderstanding, list below, as "included" or "excluded", any items which may be subject to question. The following items are also included in the sale (e.g., list any non-affixed equipment or machinery, household or other personal property):

The following items are excluded from the sale (e.g., list any items reserved, leased or otherwise not owned by Seller, such as satellite dish equipment):

3. PURCHASE PRICE. \$ 1,100,000.00 is the "Purchase Price" for the Property and is to be paid by Buyer as follows: \$ as "Earnest Money" in the form of (check one): [] personal check [] cashier's check [] other, to be supplied at the time of original delivery hereof as set forth at the Receipt and Acknowledgement following the end of this Contract, and which shall be deposited not later than ten (10) banking days after the Effective Date in an escrow account with ("Escrow Agent"). Upon written request made by either party, Escrow Agent shall confirm its actual receipt and deposit of any Earnest Money. Escrow Agent may also retain any interest earned on any such Earnest Money. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer shall pay the balance of the Purchase Price by cashier's check or other form of funds acceptable to Closing Agent ("Funds") at Closing.

4. CLOSING. Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of Appleby Healy Land and Title ("Closing Agent") in Ozark, MO, on or before December 26th, 2017 (the "Closing Date").

Exhibit B: Contract for Sale of Residential Real Estate Page 2 of 8

Reference (e.g., Seller & Buyer) _____ H & M / 417 Rentals

39 Possession and all keys will be delivered to Buyer at: (check one) Closing or other _____.

40 **Note: The parties should complete and attach an appropriate rider if possession is to be transferred on a day other than day**
41 **of Closing (e.g., see RES-3010 Residential Lease; MSC-2080 Agreement for Possession by Buyer Prior to Closing, MSC-2090**
42 **Agreement for Possession by Seller After Closing) or if temporary access to the Property for a limited purpose is to be made**
43 **available prior to Closing (see MSC-2085 Limited Purpose Entry by Buyer Prior to Closing). Brokers are not responsible for**
44 **delivery of keys. It is recommended that Buyer change locks following possession.**

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 any lease or other agreement approved pursuant to this Contract), and in its present condition (together with
47 any improvements or repairs required by this Contract), ordinary wear and tear excepted. **(Note: If the Property is to remain tenant**
48 **occupied, then the parties should complete and attach Rental Property Contract Rider MSC-2035).**

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

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

53 **B. Nonconventional.** (Attach Financing Agreements rider, MSC-2010, for Assumption, Seller Financing or Government Financing).

54 **C. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to the execution of a completed
55 loan application and other instruments, payment to lender for a credit report, appraisal and any other required fees, to provide all
56 information required by lender and to otherwise cooperate fully in order to make a good faith effort to obtain the financing described
57 below. If Buyer does not deliver a Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms
58 described below, by 5:00 p.m. on the date (the "Loan Condition Deadline") which is _____ days (21 days if none stated) after the
59 Effective Date, then this condition shall be deemed waived and Buyer's performance under this Contract shall thereafter not be
60 conditioned upon Buyer's obtaining financing; provided, however, if such lender will not give Buyer such Notice then Buyer may directly
61 notify Seller (on or before the Loan Condition Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the
62 terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender (e.g., see MSC-2010A "Buyer's
63 Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer has complied with
64 the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the terms described below,
65 then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to Section 8).

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

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

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

69 Other terms: _____ TBD

70 **Note: A lender's loan approval process may not include an appraisal or other such comparison or determination of value of**
71 **the Property. Different types of "appraisals" are available and lender underwriting requirements vary in this regard. If**
72 **Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at a specified**
73 **value, then Buyer should complete and attach to this Contract rider MSC-2020 (Contract Conditions part C). If the Loan**
74 **Condition Deadline passes without a termination as outlined above, Buyer remains obligated under this Contract. Therefore,**
75 **Buyer should be certain that Buyer will have available the Funds required to close. A "loan commitment" or "preapproval"**
76 **does NOT necessarily guarantee that Buyer's loan will actually be funded.**

77 **6. TITLE AND SURVEY.** At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as
78 directed by Buyer, by (unless otherwise specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable
79 form.

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

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

83 **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).**

84 **C. Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.**
85 (Specify if otherwise) _____

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

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

95 Buyer shall have _____ days (20 days if none is stated) after receipt of the Title Commitment to review the same, including all
96 subdivision, use and other restrictions, rights of way and easements, and all other recorded documents which Buyer may desire to
97 obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to
98 therein and/or the Survey ("Objections"); provided, however, that if box 6D is checked, then Buyer shall have _____ days (20 days if
99 none is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice
100 of any Objections to Seller. Buyer's failure to timely deliver Notice to Seller of any Objections within the applicable Review Period will

Reference (e.g., Seller & Buyer) H & M / 417 Rentals

101 constitute a waiver by Buyer of any Objections. **Note: MSC-2055 (Title and Survey Notice) may be used to facilitate the delivery**
102 **of any Title or Survey Objections, responses thereto and the resolution thereof.**

103 If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such
104 Objections. Seller shall have ____ days (7 days if none stated) from receipt of Buyer's Notice of Objections to agree in writing to
105 correct the same prior to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate
106 unless Buyer, within ____ additional days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Objections,
107 agrees in writing to accept the title without correction of such Objections. **Note: If Seller fails to timely respond to Buyer's**
108 **Objections, then Seller shall be deemed to have refused to agree to correct any such Objections.** If the Contract is terminated
109 under this Section, then the Earnest Money is to be refunded to Buyer (subject to Section 8) and if any defect objected to causes a
110 failure of marketable title, then Seller shall be liable for survey and title examination charges. Notwithstanding anything herein to the
111 contrary, Seller shall be solely responsible and liable for clearing any exception to title that arises between the Effective Date and
112 Closing, and any existing monetary lien (other than any lien created as a result of Buyer's actions, and any general taxes or Special
113 Assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown on the Title
114 Commitment or Survey (or which could have been shown on a survey) and to which Buyer does not timely submit an Objection during
115 the Review Period, or for which Buyer waives Buyer's Objections as set forth herein, and specifically including all laws and zoning
116 ordinances, are collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy must include mechanic's lien and
117 inflation coverage, unless the title company issuing the Owner's Policy does not make available such coverage(s), or unless otherwise
118 provided herein. Buyer is responsible for the cost of any lender's policy of title insurance to be issued.

119 **7. INSPECTIONS.** Seller agrees to permit inspections of the Property by any qualified inspector or appraiser selected by Buyer
120 and/or required by Buyer's lender, upon reasonable advance Notice to Seller. Buyer may, at Buyer's option and expense, obtain
121 written inspection reports of the Property as deemed necessary by Buyer or its lender, including but not limited to the condition or
122 presence (if any) of: environmental hazards; mold; termite and wood destroying insect infestation or damage; plumbing, including
123 water well, sewer, septic and wastewater treatment systems; roof and other structural improvements; heating and air conditioning
124 systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines; basement
125 leaks and exterior drainage; and mechanical equipment, including appliances. Except as set forth in Section 6 with respect to Survey
126 and Title Objections, Buyer may also review additional property data, including but not limited to zoning regulations; general taxes;
127 school district; square footage of improvements; and insurability of the Property ("**Additional Property Data**"). **NOTE:** The availability
128 of insurance must be ascertained during the Inspection Period, including but not limited to homeowner's and flood insurance, as well as
129 the possibility that premiums may increase over the amount of premiums previously charged for insurance coverage(s). Buyer should
130 also contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside
131 in the area.

132 Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller with a written list of any
133 unacceptable condition(s) (the "**Inspection Notice**", See MSC-2050), within ____ days (10 days if none stated) after the Effective Date
134 (the "**Inspection Period**"). **Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The**
135 **Inspection Notice should include all matters unacceptable to Buyer.** Buyer agrees to immediately repair any damage to the
136 Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without
137 limitation reasonable attorney fees and court costs resulting from these inspections. Buyer's obligations under this Section shall survive
138 termination of this Contract.

139 If Seller has not received an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the
140 results of such inspection(s). If timely Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections;
141 (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or
142 (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer (subject to Section 8). Failure to obtain any
143 inspection shall constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

144 If this Contract is not terminated as provided above, Seller shall have ____ days (7 days if none stated) after Seller's receipt of the
145 Inspection Notice (the "**Initial Response Period**") in which to respond in writing to Buyer's Inspection Notice. (Note: If Seller fails to
146 timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to
147 provide a monetary adjustment at Closing). The parties shall have an additional ____ days (3 days if none stated) after Buyer's
148 receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the
149 correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed
150 to be automatically terminated and the Earnest Money shall be returned to Buyer (subject to Section 8); provided, however, that either
151 a written commitment by Seller to correct those items submitted by Buyer for correction during the Inspection Period at Seller's
152 expense, or a written commitment by Buyer to accept the Property without correction of any unacceptable condition(s) which Buyer
153 originally objected to, shall constitute an "agreement" for purposes of this paragraph, even after earlier negotiation failed to produce an
154 agreement. **Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate and private**
155 **mortgage insurance). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy permit.**
156 **A limited warranty or service agreement may also be available for purchase regarding the Property (See MSC-2025).**

157 Buyer and all Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the
158 coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a
159 special knowledge or understanding of any inspection results. The parties will rely only upon the written inspection results received
160 directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects
161 that may be disclosed by any inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any
162 way as to the selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and
163 services may be offered by more than one company and the determination to select and engage a particular company and the
164 completeness and satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to
165 engage a lender, inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be
166 limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in
167 professional associations and years of experience. Buyer is encouraged to utilize form MSC-2045 ("Buyer's Inspection Authorization")

Reference (e.g., Seller & Buyer) H & M / 417 Rentals

168 to facilitate and coordinate this process. **Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting**
169 **Buyer and/or Seller and their respective licensees (identified in the Brokerage Relationship disclosure Section below,**
170 **collectively, the "Brokers"), shall be immune from liability for statements made by engineers, land surveyors, geologists,**
171 **environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home**
172 **inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by the licensee or**
173 **the Broker with whom the licensee is associated; (2) the person making the statement was selected and engaged by the**
174 **licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless disregard as**
175 **to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted**
176 **against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a**
177 **signatory to such or the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to**
178 **whether the statement was true or false. A licensee acting as a courier of documents referenced in this section shall not be**
179 **considered to be making the statements contained in such documents.**

180 **8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS.** Regardless of any other terms
181 of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "**Escrow**
182 **Holder**") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("**Escrow**
183 **Items**") without the written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent
184 such written consent, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written release
185 signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by
186 Escrow Holder), at which time payment and delivery of the Earnest Money and/or any other Escrowed Items may be made into court,
187 less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or
188 final judgment mandates its disposition; or (4) as may be required by applicable law. The parties specifically acknowledge and agree
189 that whenever ownership of the Earnest Money or any other escrowed funds received by a Missouri licensed real estate broker is in
190 dispute between the parties, said Escrow Holder is required by §339.105.4 RSMo to report and deliver the moneys to the State
191 Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such
192 moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of the written
193 consent of all parties as set forth above). **Note: An Escrow Holder who is not a licensed real estate broker is not necessarily**
194 **bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this Contract**
195 **regarding any Escrow Items. If Escrow Holder requires that a separate escrow agreement be executed by the parties, then**
196 **those separate terms may supersede the foregoing and control.** In any reference in this Contract (including any attached rider) to
197 the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow
198 Holder and paid to the applicable service provider(s).

199 **9. LOSS; CONDEMNATION.** Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to
200 maintain Seller's current fire and extended coverage insurance (if any) on the Property until Closing. Seller shall do ordinary and
201 necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken
202 by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof (a
203 "**Taking**"), or if all or any part of the Property is destroyed or physically damaged through no fault of Buyer, then Seller shall promptly
204 provide Notice to Buyer of any such event, and whether Seller intends to restore, prior to the scheduled Closing Date, the Property to
205 its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then Buyer
206 and Seller shall proceed with the Closing. **Note: MSC-2510 (Notice of Property Damage) may be used to facilitate delivery of**
207 **Notice of any Property Damage and any election to be made in connection therewith. MSC-2520 (Notice of Taking) may be**
208 **used to facilitate delivery of Notice of any Taking and any election to be made in connection therewith.**

209 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide
210 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
211 policy and written authorization (if needed) for Buyer to communicate with the insurer; a copy of any written communications to and
212 from the condemning authority and/or insurer (as the case may be); the policy limits; and (if known) the amount of proceeds payable
213 on account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed with the transaction and be
214 entitled to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating to any physical damage
215 caused to (or Taking of) the Property, in which case the amount of any such payments theretofore made to Seller (plus the amount
216 equal to any deductible not covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option either (a) a
217 credit against the Purchase Price otherwise payable by Buyer at Closing or (b) a credit to Buyer at Closing, and Seller shall assign to
218 Buyer all such remaining claims and rights to or arising out of any such casualty or Taking, including the right to conduct any litigation
219 with respect thereto; or (2) rescind the Contract, in which case, all parties shall be released from any further liability under this Contract
220 and the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of Buyer's election to proceed to
221 Closing to Seller within 10 days after Buyer has received such Notice of Property Damage (or Taking, as the case may be) and the
222 aforesaid information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than
223 10 days prior to the date scheduled for Closing). Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier
224 termination of this Contract) without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned
225 or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this Contract. A rescission hereunder does not
226 constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to finance a part of the Purchase Price, then
227 Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section shall survive Closing.

228 **10. ADJUSTMENTS AND CLOSING COSTS.** Adjustments, charges and Closing costs are agreed to be paid by the parties with
229 sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (subject to current FHA and VA regulations, if
230 applicable, and except as may otherwise be expressly set forth herein or in a rider hereto). Such matters and the following prorations
231 shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the
232 "**Closing Statement**"), together with all other documents required of them pursuant to this Contract and/or customarily required by
233 Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both
234 Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150.

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

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

250 **Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing (Seller
251 to pay for day of Closing):** (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents
252 delinquent over 30 days to be collected by Seller and not adjusted; (b) general taxes (based on assessment and rate for current year, if
253 both are available, otherwise based on previous year); (c) any installments of Special Assessments becoming due and payable during
254 the calendar year of Closing; (d) subdivision upkeep assessments and monthly association fee; (e) interest (if Buyer assumes an
255 existing loan per Section 5 above); (f) flat rate utility charges (including water, sewer and trash); and (g) boat dock fees.

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

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

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

277 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as
278 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
279 liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer
280 (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing
281 that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that
282 return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual
283 damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects
284 to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject
285 to Section 8). Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or
286 other brokerage service agreement between them.

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

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

Reference (e.g., Seller & Buyer) _____ H & M / 417 Rentals

297 15. SELLER'S DISCLOSURE STATEMENT. (check one)
298 [] A. Buyer confirms that before signing this offer to purchase, Buyer has received a Seller's Disclosure Statement for this Property.
299 The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any
300 concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this
301 Contract.
302 [] B. Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 day after the Effective Date. Buyer shall have 3
303 days after delivery of the Disclosure Statement to review said disclosure, and to deliver Notice of termination to Seller if this Contract is
304 to be terminated, in which case the Earnest Money shall (subject to Section 8) be returned to Buyer. If Buyer does not timely deliver
305 Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.
306 [X] C. No Seller's Disclosure Statement will be provided by Seller.

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

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

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

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

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

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

344 21. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)
345 [] Financing Agreements MSC-2010 [] Contract Conditions MSC-2020 [] Other _____
346 [X] Other List of Central Pkg Addresses [] Other _____ [] Other _____

347 22. SPECIAL AGREEMENTS. (complete only if applicable) _____
348 1. Contingent on final financing, inspections, and appraisal. 2. Subject to bank and court approval. 3. Upon approved contract the
349 buyer requests signed Estoppel Certificates of each unit prior to closing, along with assignment of current leases. 4. Paid rents to be
350 pro-rated and paid to buyer at closing. 5. Security deposits to be transferred to buyer at closing. 6. Buyer requests any vacant
351 homes at the initial closing date have a separate delayed closing of 60 days with possession occurring prior, in order to complete
352 needed repairs to make the homes habitable. Upon walk-through's done on 10/28/2017 the following addresses were seemingly
353 inhabitable: 1430 N Frisco Ave, 1461 N. Missouri Ave, 1847 N. Missouri Ave., 1847 W Chestnut, 2129 W. Wall St, 2211 W. Atlantic
354 St, 2660 W. Phelps St, 2850 W. Elm St, 804 N West Ave, 909 N. Eagle Ave. Additional vacancies included: 1634 W. Chestnut,
355 2746 W. College St, 2832 W. Water St, 801 W. Mt Vernon St, 900 W. Mt. Vernon St - which are also in need of multiple repairs.

Contract expiration date extended to 11/9/2017



Reference (e.g., Seller & Buyer) _____ H & M / 417 Rentals

356 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** (complete only if applicable) _____ (insert name of licensee)
357

- 358 is a real estate broker or salesperson, and is (check one or more, as applicable):
 359 a party to this transaction;
 360 a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
 361 an immediate family member of Seller Buyer.

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

366 **25. BROKERAGE RELATIONSHIP.** By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form
 367 prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as
 368 required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case
 369 may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the
 370 occurrence of any change to their relationship.

- 371 **Licensee assisting Buyer is a:** (Check appropriate box)
 372 **Buyer's Limited Agent** (acting on behalf of Buyer)
 373 **Seller's Limited Agent** (acting on behalf of Seller)
 374 **Dual Agent** (acting on behalf of both Buyer and
 375 Seller)
 376 **Designated Agent** (designated to act on behalf of
 377 Buyer)
 378 **Transaction Broker Assisting Buyer** (not acting on
 379 behalf of either Buyer or Seller)
 380 **Subagent of Seller** (acting on behalf of Seller)

- 381 **Licensee assisting Seller is a:** (Check appropriate box)
 382 **Seller's Limited Agent** (acting on behalf of Seller)
 383 **Buyer's Limited Agent** (acting on behalf of Buyer)
 384 **Dual Agent** (acting on behalf of both Seller and Buyer)
 385 **Designated Agent** (designated to act on behalf of
 386 Seller)
 387 **Transaction Broker Assisting Seller** (not acting on
 388 behalf of either Seller or Buyer)

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

390 Hoover and Associates Real Estate, Inc.
 391 **Broker's Firm Assisting Buyer (and MLS ID No., if required)**
 392 Broker's Firm State License # 000007104

 393 By (Signature) Denise Jump
 394 Licensee's Printed Name: Denise Jump
 395 Licensee's State License # 2009010419
 396 Date: 10/30/2017

Keller Williams

Broker's Firm Assisting Seller (and MLS ID No., if required)
 392 Broker's Firm State License # 2003023935

 393 By (Signature) Amber Lutz
 394 Licensee's Printed Name: Amber Lutz
 395 Licensee's State License # 2014005960
 396 Date: 11/08/2017

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

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

402 **28. FOREIGN INVESTMENT.** Seller represents that it is not a foreign person as described in the Foreign Investment in Real
403 Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number.

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

407 **30. ACCEPTANCE DEADLINE.** Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not
408 accepted this offer, in writing, and provided further that communication of that acceptance is made to Buyer or to the licensee assisting
409 the Buyer by 5 p.m., of 11/03/2017.

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

413 **SIGNATURE PAGE TO FOLLOW**

SIGNATURE PAGE TO CONTRACT FOR SALE OF RESIDENTIAL REAL ESTATE

414
415 Jeff Miller
416 11/01/2017
417 **BUYER** Date
Printed Name: _____

SELLER ACCEPTS OFFER (Sign Below)

417 Rentals LLC dotloop verified
11/10/17 11:14AM EST
QWYF-CCF8-JZZY-WF2K
SELLER Date and Time
Printed Name: 417 Rentals LLC

418
419 [Signature]
420 11/01/2017
BUYER Date
Printed Name: _____

SELLER Date and Time
Printed Name: _____

421 **SELLER REJECTS OFFER (Initial)** _____

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

RECEIPT AND ACKNOWLEDGEMENT

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

By (Signature) _____
Licensee's Printed Name: _____

Date: _____

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.
Last Revised 12/31/16. ©2015 Missouri REALTORS®