

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 18th day of April, 2019, by and between Eivins Farms, LLC, a Missouri limited liability company, hereinafter referred to as **"Seller"**, and _____, hereinafter referred to as **"Buyer"** whose mailing address is _____, _____, and whose daytime phone number is _____, and email address is _____.

WITNESSETH: Seller has this day agreed to sell and convey to Buyer and Buyer has agreed to purchase from Seller the following described real estate with the tract marked, to-wit:

ALL TRACTS SUBJECT TO TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT AND ON EXHIBIT A, ENTITLED "SPECIAL PROVISIONS", ATTACHED HERETO AND MADE A PART HEREOF.

[] Tract 1

Beginning at the Northeast Corner of Section Eight (8), Township Sixty-three (63) North, Range Twenty-seven West, Harrison County, Missouri; thence along Section Line, South 00 degrees 38 minutes 31 seconds East 1318.93 feet to the East Quarter Corner Northeast Quarter (NE ¼); thence along Quarter Quarter Section Line, North 89 degrees 41 minutes 19 seconds West 2639.03 feet to the West Quarter Corner Northeast Quarter (NE ¼); thence along Quarter Section Line, North 00 degrees 32 minutes 09 seconds West 1317.32 feet to the North Quarter Corner of Section Eight (8) also being the South Quarter Corner of Section Five (5); thence along Quarter Section Line, North 00 degrees 52 minutes 42 seconds West 21.34 feet; thence departing said line, North 81 degrees 16 minutes 12 seconds East 272.28 feet; thence North 01 degrees 49 minutes 47 seconds West 1265.44 feet; thence along Quarter Quarter Section Line, South 89 degrees 47 minutes 27 seconds East 2392.53 feet to the East Quarter Corner Southeast Quarter (SE ¼); thence along Section Line, South 00 degrees 40 minutes 22 seconds East 1331.57 feet to the point of beginning.

The above described tract of land contains 152.72 acres, more or less, inclusive of public road right-of-way and is subject to recorded and unrecorded easements, restrictions and right-of-ways.

Included with Tract 1 are Two (2) elevated hunting blinds, but no farm machinery or equipment.

[] Tract 2

Commencing at the South Quarter Corner of Section Five (5), Township Sixty-three (63) North, Range Twenty-seven (27) West, Harrison County, Missouri; thence along Quarter Section Line, North 00 degrees 52 minutes 42 seconds West 21.34 feet to the point of beginning; thence departing said line, South 81 degrees 16 minutes 12 seconds West 1388.01 feet; thence North 31 degrees 14 minutes 17 seconds West 16.61 feet; thence North 01 degrees 30 minutes 54 seconds East 1152.97 feet; thence North 06 degrees 49 minutes 19 seconds East 263.35 feet; thence North 12 degrees 15 minutes 26 seconds West 37.46 feet; thence North 33 degrees 49 minutes 04 seconds West 24.15 feet; thence along Quarter Quarter Section Line, North 00 degrees 55 minutes 04 seconds West 37.83 feet to the Center of the Southwest Quarter (SW $\frac{1}{4}$); thence along Quarter Quarter Section Line, South 89 degrees 46 minutes 51 seconds East 1320.48 feet to the East Quarter Corner Southwest Quarter (SW $\frac{1}{4}$); thence along Quarter Quarter Section Line, South 89 degrees 47 minutes 27 seconds East 249.03 feet; thence departing said line, South 01 degrees 49 minutes 47 seconds East 1265.44 feet; thence South 81 degrees 16 minutes 12 seconds West 272.28 feet to the point of beginning.

The above described tract of land contains 51.43 acres, more or less, inclusive of public road right-of-way and is subject to recorded and unrecorded easements, restrictions and right-of-ways.

Included with Tract 2 are a Foremost working chute, attached gates and pens, and a bulk bin. Not included are portable hunting blind, pallet racking and all other personal property.

[] Tract 3

Beginning at the North Quarter corner of Section Eight (8), Township Sixty-three (63) North, Range Twenty-seven (27) West, Harrison County, Missouri; thence along Quarter Section Line, South 00 degrees 32 minutes 09 seconds East 2634.64 feet to the Center of Section Eight (8); thence continuing along Quarter Section Line South 00 degrees 32 minutes 09 seconds East 1317.32 feet to the East Quarter Corner Southwest Quarter (SW $\frac{1}{4}$); thence along Quarter Quarter Section Line, North 89 degrees 37 minutes 14 seconds West 2643.97 feet to the West Quarter Corner Southwest Quarter (SW $\frac{1}{4}$); thence along Section Line North 00 degrees 25 minutes 46 seconds West 1315.72 feet to the West Quarter Corner; thence continuing along Section Line, North 00 degrees 25 minutes 46 seconds West 2631.43 feet to the Northwest Corner of Section Eight (8) also being the Southwest Corner of Section Five (5); thence along Section Line, North 01 degrees 04 minutes 39 seconds West 604.62 feet; thence along the centerline of an existing county road the following courses and distances: North 55 degrees 31 minutes 56

seconds East 89.26 feet; thence North 61 degrees 17 minutes 41 seconds East 240.14 feet; thence North 63 degrees 23 minutes 47 seconds East 1144.34 feet; thence departing said line, South 33 degrees 49 minutes 04 seconds East 24.15 feet; thence South 12 degrees 15 minutes 26 seconds East 37.46 feet; thence South 06 degrees 49 minutes 19 seconds West 263.35 feet; thence South 01 degrees 30 minutes 54 seconds West 1152.97 feet; thence South 31 degrees 14 minutes 17 seconds East 16.61 feet; thence North 81 degrees 16 minutes 12 seconds East 1388.01 feet; thence along Quarter Section Line, South 00 degrees 52 minutes 42 seconds East 21.34 feet to the point of beginning.

The above described land contains 264.77 acres, more or less, inclusive of public road right-of-way and is subject to recorded and unrecorded easements, restrictions and right-of-ways.

Included with Tract 3 are Three (3) elevated hunting blinds, a Lowe 24 foot pontoon boat and trailer, and a 500 gallon LP tank. Not included is all other personal property.

[] Tract 4

Beginning at the Northeast Corner of Section Seven (7), Township Sixty-three (63) North, Range Twenty-seven (27) West, Harrison County, Missouri; thence along Section Line, South 00 degrees 25 minutes 46 seconds East 2631.43 feet to the East Quarter Corner; thence along Quarter Section Line, North 89 degrees 54 minutes 08 seconds West 1321.22 feet to the Southwest Corner East Half (E ½) Northeast Quarter (NE ¼); thence along Quarter Quarter Section Line, North 00 degrees 24 minutes 07 seconds West 2632.18 feet to the Northwest Corner East Half (E ½) Northeast Quarter (NE ¼); thence along Section Line, South 89 degrees 52 minutes 09 seconds East 334.63 feet; thence along the centerline of an existing county road the following courses and distances: North 79 degrees 14 minutes 07 seconds East 182.22 feet; thence North 58 degrees 21 minutes 24 seconds East 117.68 feet; thence North 53 degrees 32 minutes 14 seconds East 556.85 feet; thence North 53 degrees 41 minutes 58 seconds East 109.58 feet; thence North 55 degrees 05 minutes 21 seconds East 193.42 feet; thence along Section Line, South 01 degrees 04 minutes 39 seconds East 604.62 feet to the point of beginning.

The above described tract of land contains 85.71 acres, more or less, inclusive of public road right-of-way and is subject to recorded and unrecorded easements, restrictions and right-of-ways.

Included with Tract 4 are Two (2) elevated hunting blinds. Not included is all other personal property.

for the total price and sum of \$ _____, payable as follows:

1. 10% non-refundable earnest money deposit, or an amount equal to \$ _____ upon the execution of this Contract, receipt of which is hereby acknowledged to be held in escrow by Missouri Land Title in Bethany, Missouri.

2. The balance, or the sum of \$ _____, shall be payable upon closing this Contract of Sale. **All parties acknowledge the necessity of complying with the federal Check Clearing for the 21st Century Act, commonly known as "Check 21" effective October 28, 2004. All parties required to produce funds at closing must produce certified funds. No closing will be completed in the absence of certified funds. Certified funds must be produced in accordance with Section 381.410 et. seq of the Revised Statues of Missouri.**

Sales Commission: Sellers agree that upon closing of this Contract of Sale, that a sale commission of _____% of the "total price" shown above, equal to the sum of \$ _____ is to be withheld from the Sellers' proceeds and paid to Steffes Group, Inc..

Buyer agrees to execute any document required by law in order for Seller to complete a tax-free exchange of land under Section 1031 of the IRC. Notwithstanding any other provisions of this contract to the contrary, Buyer and Seller agree that closing on this Contract will be scheduled either simultaneously with the closing on a separate Contract where Seller herein will purchase like-kind property, or otherwise at Seller's convenience for a delayed exchange, in order to effect an exchange under IRC 1031 for Seller. Seller shall bear all costs associated with the 1031 exchange. In the event of a delayed exchange with a qualified intermediary, Buyer agrees to execute any document required by law in order for Seller to complete a tax-free exchange of land under Section 1031 of the IRC. Notwithstanding any other provisions of this contract to the contrary, Buyer and Seller agree that they will execute exchange documents at the closing of this Contract, in order to effect a delayed exchange under IRC 1031 for Seller. Seller shall bear all costs associated with the 1031 exchange.

Sellers herein specifically authorize and request that any mortgage holder, lien holder, or other interested party who may be required to provide a deed of release, satisfaction of lien, or any other type of discharge or release to enable this Contract of Sale to close, to provide upon request to Missouri Land Title of Bethany, Missouri, and their officers, agents and employees, all payoff information regarding any liens or encumbrances of any kind or nature affecting the subject property.

Seller shall deliver to Buyer a commitment to issue an owner's policy of title insurance in a sum equal to the purchase price, naming Buyer as the assured, written by a licensed title insurance company in Missouri legally authorized to do business in the county wherein the real estate lies, which policy shall insure the owner's title to be in the condition called for by this agreement. After delivery of the commitment, Buyer shall have a reasonable time to examine the commitment for any title objections or

deficiencies, and, if any exist, then Seller shall be notified in writing of the same and shall have a reasonable time to correct the objections. If the objections or deficiencies are such that they cannot be corrected within a reasonable length of time, this Contract shall be at an end and the down payment paid this day shall be returned to Buyer. However, if for any other reason Buyer fails or refuses to carry through with the terms of this Contract, then the down payment paid hereunder shall be retained by Seller as and for liquidated damages. In that event, the Contract shall also be at an end.

The parties agree that marketable title referred to herein shall be title furnished in accordance with Title Standard 4 of the Missouri Bar Association.

Closing costs associated with this transaction will be paid as follows: Sellers will provide owner's policy of title insurance, and will pay any recording costs to release prior liens and to resolve existing title defects, and pay one-half of settlement fees. Buyers will pay for any loan policy of title insurance, all lender or financing fees and expenses, one-half of settlement fees and all other recording costs.

Possession of this real estate shall be delivered upon the closing of this Contract of Sale and receipt of the balance of the purchase price as set out herein. Closing will occur on or before May 31, 2019, unless otherwise agreed by the parties in writing.

Seller agrees to pay all prior years' real estate taxes. Taxes for the current year shall be paid by Buyer.

Seller agrees to maintain the present fire and extended coverage insurance on the insurable improvements, if any, until the date of closing. In the event of any minor loss, the insurance proceeds shall be used either to repair or replace the damaged property. In the event the insurable improvements are substantially damaged or destroyed by fire or other casualty before closing, then Buyer shall have the right to either accept the insurance proceeds and complete closing of this Contract of Sale or cancel the Contract whereupon the down payment will be returned to Buyer.

Buyer states that they have inspected the entire premises and accept it AS IS, WHERE IS, without any warranties of fitness express or implied.

(Applicable only if home constructed prior to 1978) Pursuant to federal law, Buyer is further advised that the dwelling was constructed prior to 1978. Seller has no knowledge of lead-based paint and or lead-based paint hazards in the housing. Seller does however place Buyer on notice that due to the age of the building, there is the possibility that lead-based paints and lead-based paint hazards may exist. Buyer is advised that they may immediately inspect the house to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

The firm of David B. Parman, LLC has prepared this Contract. All parties to this Contract are notified that the firm of David B. Parman, LLC acts as attorney and on occasion examines title for Holden Abstract Company. In acting as attorney and

examining title for Holden Abstract Company, the firm of David B. Parman, LLC may receive financial benefit. This disclosure is required by Missouri Law.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

This Contract shall be binding upon all parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

SELLER
Eivins Farms, LLC, by

BUYER

Jeremy Eivins, Manager

Rachel Eivins, Manager

EXHIBIT A - SPECIAL PROVISIONS

1. The pasture ground, NRCS seeding & field border ground and timber ground are selling Free and Clear for 2019.
2. The row crop tillable land is selling subject to tenant's rights and is rented for the 2019 crop year. The buyer(s) will receive the December 1 cash rent payment, which will be paid by the tenant to the buyer(s), as follows:
 - Tract #1 - \$3,623.30 due December 1, 2019.
 - Tract #3 - \$10,519.54 due December 1, 2019.
 - Tract #4 - \$212.09 due December 1, 2019.
3. It shall be the obligation of the buyer(s) to serve written termination to the tenant 60 days prior to the lease termination date of 01/01/2020, if so desired.
4. It shall be the obligation of the buyer(s) to report to the Harrison County FSA Office and show filed deed(s) in order to receive the following if applicable:
 - A. Allotted base acres.
 - B. Any future government programs. Please note that the final tillable acres for each tract will be determined by the Harrison County FSA office as some fields are combined and/or overlap Tract lines.
5. Buyer agrees to follow all requirements of conservation plans and practices required by the NRCS to maintain eligibility for the regular seeding and border seeding program. Buyer agrees to accept responsibility and liability for any actions by the buyer which would endanger eligibility or actions that would require repayment of the seeding payment. Buyer further agrees to indemnify and hold harmless the sellers for any recovery sought by the NRCS due to actions of buyer, which would violate the requirements of the seeding program.
6. The buyer(s) shall be responsible for any fencing in accordance with Missouri state law.
7. The buyer(s) shall be responsible for installing his/her own entrances if needed or desired.
8. If in the future a site clean-up is required it shall be at the expense of the buyer(s).
9. This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
10. The buyer acknowledges that buyer has carefully and thoroughly inspected the real estate and is familiar with the premises. The buyer is buying this real estate in its "AS IS" condition and there are no expressed or implied warranties pertaining to the condition of the real estate.
11. Steffes Group, Inc. is representing the Seller.
12. Any announcements made the day of sale take precedence over advertising.