THE RYNARD LAW FIRM

BUTTONWOOD CENTER
P. O. BOX 37
KIMBERLING CITY, MO 65686

James A. Rynard
Admitted in Missouri
and Kansas

TELEPHONE: (417) 739-9494
FAX: (417) 739-9696
Email: jrynard@rynardlaw.com

Miranda Buhlig
Legal Assistant

January 4, 2008

Mr. Wess Henderson
Executive Director
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

Re: Joint Application for Sale of Water Supply System

Dear Mr. Henderson:

Enclosed are the original and two copies of the Joint Application for Sale of Water Supply System and Cancellation of Certificate for filing with the Commission. This Application concerns the Kimberling Investments, Inc. Water Company in Kimberling City, Mo. Also enclosed is a copy of the first page of the Application. Please return this page file stamped in the enclosed self-addressed envelope.

If you need any additional information, or have any questions concerning this Application, please do not hesitate to contact this office.

Sincerely,

James A. Rynard

Enclosures

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

IN THE MATTER OF: The application of Kimberling Investments, Inc., to sell and transfer its water franchise, Kimberling Investments Inc. Water Company, to Christian Associates of Table Rock Lake.	))))))	Case No. ____________

JOINT APPLICATION FOR SALE OF WATER SUPPLY SYSTEM AND CANCELLATION OF CERTIFICATE

COME NOW Kimberling Investments, Inc., and Christian Associates of Table Rock Lake, pursuant to Section 393.190, R.S.Mo., and state as follows:

1. Kimberling Investments, Inc. is corporation organized under the laws of the State of Missouri, with its principal place of business at 13162 State Highway 13, Kimberling City, Stone County, Missouri, telephone 417-739-5547. It owns and operates the public water utility, as defined in Section 386.020, R.S.Mo., known as Kimberling Investments Inc. Water Company (the "Water Company"), which is subject to the jurisdiction, supervision, and control of the Commission over the provision and operation of a water system in Stone County, Missouri. A Certificate of Good Standing for Kimberling Investments is attached as Appendix 1.

2. Christian Associates of Table Rock Lake ("CATRL") is a not-for-profit corporation organized under the laws of the State of Missouri with its principal place of business at 13192 State Highway 13, Kimberling City, Stone County, Missouri, telephone number 417-739-3200. As organized under the laws of the State of Missouri with its principal place of business at Kimberling City, Stone County, Missouri. A

Certificate of Good Standing for Christian Associates of Table Rock Lake is attached as Appendix 2.

3. CATRL is a 501(c) 3 organization founded in the early 1970s on the basis of solid Christian values. Initially the mission was to help lower income families in crisis. In recognition of the problem of domestic violence, CARTL started Harbor Lights in the mid-1980s to provide shelter services to victims of domestic abuse, and other forms of violent crime. CATRL is purchasing the Water Company as part of its acquisition of the property currently being operated as a rêsort known as the Kimberling Suites and will convert that property to a shelter that supports its mission.

4. The Water Company is operated solely for the provision of water services to the property known as Kimberling Suites which is operated by Kimberling Investments, Inc.

5. Communication regarding this application should be mailed to:

Kimberling Investments, Inc.
David Smith
13162 State Highway 13
Kimberling City, MO 65686

Christian Associates of Table Rock Lake
Alan Catron
13192 State Highway 13
Kimberling City, MO 65686

James A. Rynard
The Rynard Law Firm
P O Box 37
Kimberling City, MO 65686

6. Kimberling Investments, Inc. proposes to sell and transfer, and CATRL proposes to buy, all of Kimberling Investments franchise, works or system necessary to provide water service to the property currently being operated as Kimberling Suites. A copy of the proposed contract and agreement is attached as Appendix 3.

7. A copy of the actions of the Board of Directors of Kimberling Investments, Inc, and CATRL authorizing the proposed transaction are attached as Appendices 4 and 5, respectively.

8. The proposed transaction would not harm the public interest in that the Water Company will no longer provide water to a public facility and will be used solely for provision of water to the private use of CATRL.

9. As the result of the proposed transaction, no person, organization, or entity will be billed for the services provided by the Water Company, so there will be no impact on public utility rates.

10. Neither Petitioner has any pending actions or final unsatisfied judgments or decisions from any state or federal agency or Court which involves customers, service or rates.

11. To the best knowledge of Petitioners, no annual reports or assessment fees are overdue.

12. Stone County will experience a minor loss of tax revenues as CATRL does not pay property taxes. Stone County bills property tax to Kimberling Associates for the entire property being sold, including the well. The estimated change in the amount of revenue loss to Stone County is $131.00 which represents the amount of property tax allocated by Kimberling Investments, Inc. to the Water System.

13. Upon receipt of the proceeds from this sale, Kimberling Investments, Inc. and CATRL intend to discontinue the rendition of public water service in its certified area.

WHEREFORE Kimberling Investments, Inc. and Christian Associates of Table Rock Lake respectfully request this Commission issue an order:

(a) Approving the sale and transfer of all of the franchise, works or system of Kimberling Investments, Inc. Water Company to the Christian Associate of Table Rock Lake and for the cancellation of the certificate to operate granted to the Water Company;

(b) Authorizing the discontinuance of providing public water services in the certified area as of the date of sale and transfer of such properties to CATRL; and

(c) granting such other relief deemed just and proper in the premises.

Kimberling Investments, Inc.

BY: David Smith

Christian Associates of Table Rock Lake

BY: Alan Carlton

Respectfully submitted,

THE RYNARD LAW FIRM

James A. Rynard

James A. Rynard #48774
P O Box 37
Kimberling City, MO 65686
Telephone: 417-739-9494
Facsimile: 417-739-9696
ATTORNEY FOR CHRISTIAN ASSOCIATES OF TABLE ROCK LAKE

VERIFICATION

STATE OF MISSOURI)
) ss.
COUNTY OF STONE)

David Smith being first duly sworn upon his oath, states that he is an officer or director of Christian Associates of Table Rock Lake and has the authority to execute this document on behalf of Christian Associates of Table Rock Lake. and that the facts stated herein are true to the best of his information, knowledge and belief.

David Smith

DAVID Smith (Print Name)
VP, Sec, TREA (Title)

On this 19 day of December, 2007, before me personally appeared DAVID Smith to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Michael T. Loewe
Notary Public-Notary Seal
State of Missouri, Stone County
Commission # 05693801
My Commission Expires Aug 23 2009

Michael T Loewe
Notary Public
Michael T Loewe

My Commission Expires:

VERIFICATION

STATE OF MISSOURI)
) ss.
COUNTY OF STONE)

ALAN D. CATRON, being first duly sworn upon his oath, states that he is an officer or director of Kimberling Investments, Inc. and has the authority to execute this document on behalf of Kimberling Investments, Inc. and that the facts stated herein are true to the best of his information, knowledge and belief.

ALAN D. CATRON (Print Name)
CHIEF EXECUTIVE OFFICER (Title)

On this 17 day of December, 2007, before me personally appeared Alan D. Catron to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
Michael T Loewe

My Commission Expires: 08/23/2009

Michael T. Loewe
Notary Public-Notary Seal
State of Missouri, Stone County
Commission # 05693801
My Commission Expires Aug. 23, 2009

APPENDIX 1

STATE OF MISSOURI

Robin Carnahan
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF GOOD STANDING

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

KIMBERLING INVESTMENTS, INC.
00397286

was created under the laws of this State on the 14th day of June, 1994, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 29th day of November, 2007

Secretary of State

Certification Number: 10256644-1 Reference:
Verify this certificate online at http://www.sos.mo.gov/businessentity/verification

APPENDIX 2

STATE OF MISSOURI

Robin Carnahan
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF GOOD STANDING

ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records my office and in my care and custody reveal that

CHRISTIAN ASSOCIATES OF TABLE ROCK LAKE
N00017697

as created under the laws of this State on the 12th day of March, 1976, and is in good anding, having fully complied with all requirements of this office.

N TESTIMONY WHEREOF, I have set my and and imprinted the GREAT SEAL of the tate of Missouri, on this, the 29th day of lovember, 2007

Robin Carnahan

Secretary of State

APPENDIX 3

MISSOURI ASSOCIATION OF REALTORS®

Counter Offer # ONE

This document has legal consequences. If you do not understand it, consult your attorney.

This Counter Offer is part of an offer to buy or sell the Property. The terms of this Counter Offer supersede and replace only those terms of the Contract (the initial offer plus any attached Riders) described below, and together with all remaining unchanged terms of the Contract, constitute a new offer to purchase or sell the subject Property. If this Counter Offer is not acceptable to you, and you desire to continue negotiations, you should prepare a NEW Counter Offer form or Contract and applicable Riders. If another Counter Offer is made, that form must include ALL changes being made. The final "accepted" Counter Offer form, together with the Contract and all Riders attached thereto, will constitute the final agreement between the parties regarding the subject Property. Any previously rejected Counter Offer or unaccepted Contract shall not become a part of the final agreement between the parties.

1. COUNTER OFFEROR. This Counter Offer is originated by *(check one)*: ☒ Seller ☐ Buyer (**"Counter Offeror"**)

2. PARTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.

Seller: Kimberling Investments, Inc.

Buyer: Christian Associates of Table Rock Lake

Property commonly described as: 13162 State Highway 13

Kimberling City, MO 65686

3. CHANGED TERMS. Acceptance of the above-described Contract is subject to the following changed agreements and/or contingencies/conditions (*only terms that are changing should be specified*):

(a) Purchase price shall be $1,200,000.00

(b) Earnest Money deposit shall be

(c) Closing date shall be

Check the following (d-f) only if applicable:

(d) ☐ MSC-2010 Rider A - Financing Agreements, changed as follows (*Note: This Rider is not applicable to COM-2000 unless a government sponsored loan is involved.)*:

(e) ☐ MSC-2020 Rider B - Contract Conditions, changed as follows:

(f) ☐ MSC-2030 -- Dispute Resolution Rider, changed as follows:

Reference AA-15251-07 Counter-Offer # ONE

(g) Other agreements or contingencies/conditions (*specify form no. and caption, if applicable*):

No seller financing of any amount.

All other terms of contract to be the same.

See attached Addendum.

4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, by signing and delivering a fully executed copy to Counter-Offeror, on or before November 3, 2007, at 5:00 p.m. (the **"Acceptance Deadline"**); otherwise, it shall be considered withdrawn. Except as modified above in this Counter Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereby fully incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein shall be given the same meaning as set forth in the Contract. In the event of any inconsistency between the terms set forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Counter Offer has been accepted, the parties understand that Counter-Offeror may withdraw this Counter Offer to buy or sell the Property, by delivering written notice thereof to Counter-Offeree.

D J Smith Date 10/23/2007

(*Signature of Counter-Offeror*) Kimberling Investments, Inc.

x Seller ___ Buyer ("Counter-Offeror")

____________________ Date ________

(*Signature of Counter-Offeror*)

___ Seller ___ Buyer ("Counter-Offeror")

5. ACCEPTANCE/REJECTION OF (OR NEW) COUNTER OFFER. (*sign or initial as applicable*)

Accept. By signing below, the undersigned (the **"Counter-Offeree"**) agree to the modification(s) or additional term(s) and condition(s) contained in this Counter Offer, and hereby **accept** the Contract, as modified by this Counter Offer, including all attached Riders (*if any*), and acknowledge receipt of a copy hereof.

____________________ Date 10/25/07 Time 1100 A .m.

(*Signature of Counter-Offeree*) Christian Associates of Table Ro

___ Seller x Buyer (Counter-Offeree)

____________________ Date ________ Time ______ .m.

(*Signature of Counter-Offeree*)

___ Seller ___ Buyer (Counter-Offeree)

Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new Counter Offer (*initial one, as applicable*).

__________ **Reject** (*Initial*). Counter-Offeree(s) **reject** this Counter Offer, and acknowledge receipt of a copy hereof.

__________ **New Counter Offer** (*Initial*). Counter-Offeree(s) acknowledge receipt of a copy hereof and hereby make a new Counter Offer. Counter Offer # __________, which amends the terms of the Contract, is attached and incorporated into the Contract.

ADDENDUM

This Addendum is made part of and incorporated into that certain Commercial and Industrial Real Estate Sales Contract between, Kimberling Investments, Inc., a Missouri corporation, as Seller and Christian Associates of Table Rock Lake, a Missouri non-profit corporation, as Buyer dated this same date (the "Contract")

In addition to the terms, conditions and covenants of the Contract, Seller and Buyer agree that the following shall be part of and incorporated into the Contract as follows:

1. Line 1 of the Contract will be revised by adding the following after "Investments";

   "Inc."

2. Line 32 of the Contract will be revised by deleting "10,000.00" and inserting in its place "20,000.00".

3. Line 33 of the Contract will be revised by unmarking the first box and by placing an "x" in the second box.

4. Lines 92 through 111 of the Contract will be revised by removing all references and marking made to the form document by Buyer.

5. Not withstanding any other provisions of the Contract to the contrary:

   (a) Disclaimer of Warranties and Representations.

   (i) Except as specifically provided in the Contract or this Addendum, Seller makes no representation or warranty of any kind. The Property together with all improvement thereon ("Premises") are being sold by Seller and accepted by Buyer "AS IS, WHERE IS, WITH ALL FAULTS".

   (ii) In addition to the general disclaimer of any representations or warranties related to the Premises, but not as a limitation thereto:

   BUYER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE CONDITION OR OPERATION OF THE PROPERTY RELATED TO ANY HAZARDOUS SUBSTANCES.

   For purposes of the Contract and this Addendum, "Hazardous Substances" means asbestos, lead, oil, mold, petroleum or hazardous chemical liquids or solids, liquid or gaseous products or any other hazardous wastes or hazardous substances, as those terms are used in Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and any other federal, state or local law, ordinance, statute or regulation governing hazardous substances, as such laws may be amended from time to time.

   (b) Any inspection by Seller shall be of a visual and non-intrusive nature.

6. Buyer acknowledges that the Property is served by its own water system, and such asset is transferred to Buyer as part of this transaction. Buyer, at its sole cost and expense shall take those actions necessary to notify or otherwise seek the consent and/or approval of the Missouri Public Service Commission associated with such transfer.

7. The rest and remainder of the terms, conditions and covenants of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties execute this Addendum on the dates and time indicated below by their respective signature.

SELLER: Kimberling Investments, Inc.	BUYER: Christian Associates of Table Rock Lake
By: David Smith	By: Alan Catron
Name: DAVID SMITH	Name: ALAN D CATRON
Title: VP Sec Tr.	Title: CEO
Date: 10-22-07	Date: 10-25-07

Ac

Christian Associates of Table Rock Lake
13192 State Highway 13 - Kimberling City, MO 65686 - 417-739-3200 - Fax: 417-739-3212

15 October 2007

TO: Seller's
Kimberling Suites
Kimberling City, Missouri

SUBJECT: Commercial and Industrial Real Estate Sale Contract
Dated- 15 October 2007

Subject contract is, in addition to contingencies therein, further contingent to the contents of this letter.

Christian Associates of Table Rock Lake is an IRS 501 (c) (3) charitable non-sectarian, private social service agency that was founded in 1974. The agency's mission is to "provide immediate, responsive assistance in crisis and needful situations in the Table Rock Lake area". Christian Associates initiated, in addition to family advocacy, Harbor Lights services to victims of crime – including the crime of domestic violence – in 1985. Christian Associates' victims' services include personal advocacy and support, licensed professional therapy, criminal justice advocacy, crisis intervention, hotline intervention, emergency legal assistance, and emergency and transitional housing assistance.

Sellers agree to receive a face-to-face or written presentation on possible tax benefits of donations back to Christian Associates (e.g. offset of taxes on recaptured depreciation). This contingency applies to any seller that will realize as a result of this contract state and/or federal tax liabilities. Reducing tax liabilities from this sale will directly benefit the seller and Christian Associates.

Please contact the undersigned for additional information.

Alan D Catron
Chief Executive Officer

EEO

Reference (*e.g., Seller & Buyer*) AA-15251-07

MISSOURI ASSOCIATION OF REALTORS®

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

Commercial and Industrial Real Estate Sale Contract

This Contract is made between Kimberling Investments, Inc DS ("Seller"), and Christian Associates of Table Rock Lake ("Buyer"). The "**Effective Date**" shall be the date of final acceptance hereof, as indicated by 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, which may be confirmed by the Survey, if any, pursuant to Section 6 below*). Such real estate and any other included property set forth below is collectively referred to herein as the "**Property**." ☐ *(Check Box if legal description attached)*

13162 State Highway 13	Kimberling City	MO	65686	
Street Address	City	State	Zip Code	County

2. INCLUSIONS, EXCLUSIONS AND EXCEPTIONS. *Note: This Contract, and not the Seller's Disclosure Statement, multi-listing service or other promotional material, provides for what is included in this sale. To avoid misunderstanding, the parties are urged to list below, as "included" or "excluded", any items which may be subject to question.* The Purchase Price and the Property includes all existing improvements on the real estate and all appurtenances, fixtures and equipment, including but not limited to the following (*if any*): all buildings and structures, and all personal property used in the operation of any such buildings, structures or other improvements, including (*if any*) all equipment, apparatus, machinery and appliances, and all mechanical, electrical, plumbing, heating, ventilating and air conditioning, gas, water, lighting, power, laundry, garbage disposal, fire prevention, elevator, antenna and pool systems, fixtures and equipment, together with all floor coverings, storm windows and doors, screens and awnings, and keys. **Seller warrants to convey all included personal property free and clear, and to execute and deliver to Buyer at Closing a bill of sale with warranty of title.**

The following items are also **included** in the sale (*e.g., list any offsite items of equipment or machinery or other tangible or intangible personal property or proprietary information, such as business name or software, to be included*): See Special Agreements

The following items are **excluded** from the sale (*e.g., list any items which are leased or otherwise not owned by Seller and all items which are not intended to be included*): ____________________

The Property shall be subject to the Permitted Exceptions (*defined in Section 6 below*), specifically including the following existing leases or tenancies (subject to Buyer's review and approval rights per Section 7 below): ____________________

3. PURCHASE PRICE.

$ 1,200,000.00 is the "**Purchase Price**" for the Property and is to be paid by Buyer as follows:
$ 10,000.00 as "**Earnest Money**" in the form of (*check one*):
☒ personal check ☐ cashier's check ☐ other ____________________, to be supplied *(check one)*:
☐ at the time of original delivery hereof as set forth at the Receipt and Acknowledgement following the end of this Contract; or
☐ other ____________________;
and in either case, to be deposited not later than ten (10) banking days after the Effective Date in an escrow account with Ozark Mountain Title & Escrow ("**Escrow Agent**"). **Unless otherwise expressly agreed to herein, any interest earned on such deposit shall be added to and form part of the 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 Ozark Mountain Title and Escrow ("**Closing Agent**") in Kimberling City (City), MO (State), on December (Month) 27th (Day), 2007 (the "**Closing Date**").
Possession and all keys will be delivered to Buyer at: *(check one)* ☒ Closing or ☐ other ____________________.

Note: If possession is to be transferred on a day other than day of Closing or if the Property is tenant occupied, then the parties should complete and attach an appropriate Rider(s). Brokers are not responsible for delivery of keys. It is recommended that Buyer change locks following possession.

Seller warrants that the Property will be vacant as of the time of delivery of possession (except for tenants or others in possession pursuant to any lease or other agreement identified above and/or approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted.

5. FINANCING. *(Check applicable box(es))*

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

☒ **B. Conventional.** Buyer agrees to do all things necessary, including but not limited to the execution of a completed loan application and other instruments, and to cooperate fully in order to obtain the financing necessary to complete this transaction. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan commitment on the terms described below by 5:00 p.m. on the date (the "**Loan Commitment Date**") which is 60 days *(30 days if none stated)* after the Effective Date, then this condition shall be deemed waived and Buyer's performance under this Contract shall thereafter not be conditioned upon Buyer's obtaining financing; provided, however, if such lender will not give Buyer such written notice, then Buyer may directly notify Seller (on or before the Loan Commitment Date) by providing a sworn notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of Buyer's inability to obtain the loan commitment, then this Contract shall terminate with Earnest Money to be returned to Buyer.

(Complete one or both) Loan amount: ________ % of the Purchase Price, *or* $ 900,000.000

Initial interest rate not to exceed: 9.000 %. Amortization term 15 years.

Type (*check one*): ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: ________

Other terms: ________

☐ **C. Assumption.** The Property is subject to the lien of a first deed of trust, securing the payment of a promissory note payable to ________ ("**Existing Lender**"), with a remaining term of approximately ________ years, and bearing interest at the rate of ________ percent per annum. Seller shall make any payments required until Closing. The parties agree the unpaid principal balance on the note shall be $ ________ as of the Closing (or the Purchase Price shall be adjusted lower by the amount by which the actual principal balance due as of the Closing exceeds such amount). Buyer will, at Closing and as part of the Purchase Price, assume and agree to pay the actual remaining unpaid balance on the note, and shall reimburse Seller for any additional principal reductions not already considered above in computing the Purchase Price, and for any deposits held by Existing Lender that are transferred to Buyer. [*Note: Assumption by Buyer does not necessarily release Seller from continued liability.*] Buyer agrees to do all things necessary including, but not limited to, execution of a completed loan application and other instruments, and to cooperate fully in order to obtain the financing necessary to complete the transaction. If Buyer does not deliver written notice, provided by Existing Lender, to Seller of Buyer's inability to obtain Existing Lender's consent to this assumption (*if required*) by 5:00 p.m. on the date (the "**Loan Commitment Date**") which is ______ days *(30 days if none stated)* after the Effective Date, then this condition shall be deemed waived and Buyer's performance under this Contract shall not thereafter be conditioned upon Buyer's obtaining Existing Lender's consent to this assumption; provided, however, if Existing Lender will not give Buyer such notice then Buyer may directly notify Seller (on or before the Loan Commitment Date) by providing a sworn notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from Existing Lender. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of Buyer's inability to obtain Existing Lender's consent to this assumption (*if required*), then this Contract shall terminate with Earnest Money to be returned to Buyer.

☒ **D. Seller Financing.** Seller agrees to finance $ 300,000.00 as part of the Purchase Price, to be evidenced by a negotiable purchase money promissory note in a form approved by both parties, to be amortized in equal monthly installments over a period of 5 years, bearing interest at the rate of 6.000 percent per annum, and secured by a 2nd deed of trust in a form approved by both parties and covering the Property, with the entire unpaid principal and interest to be paid in full at the end of 5 years. Seller shall have 10 days *(10 days if none stated)* to investigate Buyer's credit credentials and financial condition, and if unacceptable to Seller, shall so notify Buyer in writing on or before said date, at which time Buyer shall be given an additional 30 days (*30 days if none stated*) after receipt of Seller's notice (the "**Loan Commitment Date**") to obtain alternate financing. In such case, unless Buyer shall provide to Seller, by 5:00 p.m. on the Loan Commitment Date, an unconditional loan commitment for at least the amount set forth above, then this Contract shall terminate with Earnest Money to be returned to Buyer. Failure of Seller to timely notify Buyer of unacceptability shall constitute Seller's acceptance of Buyer's credit credentials and financial condition. Buyer authorizes any lender or credit agency to release credit information either directly to Seller or to any involved Broker for delivery to Seller. Brokers are not responsible for the contents of any credit reports or Buyer's financial disclosure.

☒ **E. Other Financing and/or Terms:** Point D above: Seller Financing additional terms: Interest only to be paid 12/31 of each year of note - 1st payment: 12/31/2008), no prepayment penalties to Christian Associates.

Note: A lender's loan approval process may not include an appraisal or other such comparison or determination of value of the Property. Different types of "appraisals" are available and lender underwriting requirements vary in this regard. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at a specified value, then Buyer should complete and attach to this Contract an appropriate Rider.

6. TITLE AND SURVEY. At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (*check one*): ☒ general warranty deed ☐ special warranty deed, or ☐ other ______________________ (the "**Deed**"), properly executed and in recordable form.

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

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

☐ **B.** Seller shall deliver to Buyer an abstract of title certified to date, at **Seller's cost.**

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

☒ **D.** Buyer may order an abstractor or an authorized title insurance company to issue an abstract or Title Commitment for an Owner's Policy (**both at Buyer's cost**).

The Title Commitment (or abstract, as the case may be) shall be issued by the Closing Agent, unless otherwise specified. If Seller already has a survey of the Property in Seller's possession, Seller shall promptly deliver a copy to Buyer after the Effective Date. Buyer, at its sole option, expense and liability may also obtain a survey of the Property ("**Survey**") to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that a Surveyor's Real Property Report ("**spot survey**") is the minimum report usually required by a lender, is not a Boundary and Improvement Survey ("**stake survey**") and may not disclose all defects.
Note: A title company may require a "stake" survey in order to provide full survey coverage to Buyer.

Buyer shall have __20__ days *(20 days if none stated)* after the Effective Date to review the Title Commitment (or abstract, as the case may be), including copies of all subdivision, use and other restrictions, rights of way and easements, and all other recorded documents referenced as exceptions therein which Buyer may desire to obtain (the "**Review Period**"), and to state to Seller in writing any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("**Objections**"). If any of boxes 6A, 6B or 6C is checked and Seller does not timely deliver to Buyer the Title Commitment (or abstract, as the case may be), then Buyer may either obtain the same directly at Seller's cost or elect to terminate this Contract, in which case the Earnest Money is to be returned to Buyer. Failure to timely notify Seller of any Objections within the Review Period will constitute a waiver by Buyer of any Objections.

If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller shall have __7__ days *(7 days if none stated)* from receipt of Buyer's notice of Objections to agree in writing to correct the same prior to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within __3__ additional days *(3 days if none stated)* after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept the title without correction of such Objections. ***Note: For purposes of this subparagraph, if Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any such Objections.*** If the Contract is terminated under this paragraph, then the Earnest Money is to be refunded to Buyer and if any defect objected to causes a failure of marketable title, then Seller shall be liable for survey and title examination charges. Seller shall be liable for clearing any exception to title that arises between the Effective Date and Closing, and any existing lien (other than general taxes and any installments of special taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown on the Title Commitment, abstract or Survey (or which could have been shown on a survey) and to which Buyer does not timely submit an Objection during the Review Period, or for which Buyer waives Buyer's Objections as set forth herein, and specifically including all laws and zoning ordinances are collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy must include mechanic's lien and inflation coverage, unless the title company issuing the Owner's Policy does not make available such coverage(s), or unless otherwise provided herein. Buyer is responsible for the cost of any lender's policy of title insurance to be issued. If this Contract is terminated for any reason, the abstract *(if any)* shall be returned to Seller.

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

- * environmental hazards;
- * mold;
- * termite and wood destroying insect infestation/damage;
- * flues and gas lines;
- * plumbing, including water well, sewer, septic and waste water treatment systems;
- * roof and other structural improvements;
- * leaks and exterior drainage;
- * electrical and mechanical systems and equipment, including appliances;
- * heating and air conditioning systems and equipment; and
- * soil condition reports;

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

- * plans and drawings;
- * specifications;
- * square footage;
- * insurance reports;
- * soil condition reports;
- * engineering reports;
- * environmental reports;
- * books;
- * computer records;
- * reports;
- * leases and other occupancy agreements;
- * contracts;
- * rent rolls;
- * financial records;
- * permits;
- * licenses;
- * approvals;
- * flood plain data;
- * zoning regulations;
- * general taxes;

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

☐ Estoppel Certificate;
☐ Subordination, Non-Disturbance and Attornment Agreement;
☐ Other (*Specify*) ______________________________.

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

Buyer shall furnish to Seller a written list of any unacceptable condition(s) pertaining to the Report(s) or the Records (the **"Inspection Notice"**, *See COM-2050*) within ___60___ days *(30 days if none stated)* after the Effective Date (the **"Inspection Period"**). ***Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice should include all matters unacceptable to Buyer.*** If Seller has not received a written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such inspection(s). If timely Inspection Notice is given, it shall state whether: **(1)** Buyer is satisfied with all the inspections; **(2)** Buyer intends that any unacceptable conditions are to be satisfied by Seller; or **(3)** Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer. Failure to obtain any inspection shall constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

If this Contract is not terminated as provided above, Seller shall have ___7___ days *(7 days if none stated)* after Seller's receipt of the Inspection Notice (the **"Initial Response Period"**) in which to respond in writing to Buyer's Inspection Notice. (*Note: For purposes of this subparagraph, if Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects or to provide a monetary adjustment at Closing).* The parties shall have an additional ___3___ days *(3 days if none stated)* after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money shall be returned to Buyer; provided, however, that either a written commitment by Seller to correct those items submitted by Buyer for correction during the Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for purposes of this paragraph, even after earlier negotiation failed to produce an agreement. ***Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy permit.***

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

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

9. LOSS; CONDEMNATION. Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance (*if any*) on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged, then Seller shall immediately provide written notice to Buyer of any such event, together with copies of any written communications to and from the condemning authority and/or insurer (as the case may be), the amount of proceeds payable, and whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing.

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall immediately provide Buyer with a copy of any policy(ies) of insurance, the name and number of the agent for each policy and written authorization (*if needed*) for Buyer to communicate with the insurer. Buyer may then either: **(1)** proceed with the transaction and be entitled to all insurance money (and/or condemnation payments and awards), if any, payable to Seller, in which case the amount of any such payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance) shall be a credit against the Purchase Price otherwise payable by Buyer at Closing, and Seller shall assign to Buyer all remaining claims and 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 Contract, and thereby release all parties from further liability hereunder, in which case the Earnest Money shall be returned to Buyer. Buyer shall give written notice of Buyer's election to Seller within 10 days after Buyer has received written notice of such damage or destruction and the aforesaid insurance information, and Closing will be extended accordingly, if required (*i.e., if such information is not received by Buyer more than 10 days prior to the date scheduled for Closing*). Seller shall not settle any claim regarding a taking of any part of the Property by eminent domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this Contract. A rescission hereunder does not 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 Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section shall survive Closing.

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

Buyer shall pay for (*where applicable*): (a) hazard insurance premium(s) from and after Closing; **(b)** flood insurance premium if required by lender; **(c)** fees for the Survey or any appraisal ordered by or for Buyer; **(d)** title company charges (including Closing, recording and escrow fees) customarily paid by a buyer in the County where the Property is located; **(e)** charges imposed by lender (*e.g.*, appraisal and credit report fees, loan discount "points", loan origination or funding fees and other loan expenses) unless specifically agreed to be paid by Seller; **(f)** building, termite, environmental and any other inspections ordered by Buyer; **(g)** special taxes, special subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing; **(h)** the value of any propane gas left in any propane tank at the Property (based on current market rate charged by supplier);

(i) agreed upon repairs; (j) applicable municipal occupancy permit fee; and (k) any commission or other compensation due from Buyer to the Broker(s).

Seller shall pay for (*where applicable*): (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); (b) expenses of Buyer's loan agreed to by Seller in Section 5; (c) title company charges (including Closing, releasing and escrow fees) customarily paid by a seller in the County where the Property is located; (d) required municipal, conservation district and fire district inspection fees; (e) so-called "one-time" Special Assessments levied before Closing; (f) security deposits and prepaid rents and expenses or Income (*as defined below*) held by Seller (to be credited to Buyer at Closing); (g) agreed upon repairs; and (h) any commission or other commission due from Seller to the Broker(s).

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

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE. This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. 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 Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this 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 exchange ("**Exchange**") pursuant to §1031 of the Internal Revenue Code (the "**Code**"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "**Requesting Party**"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

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

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

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

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

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

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

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

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

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

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

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

17. FINAL WALK-THROUGH. Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have 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 turned on during the Inspection Period and during this "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within ___4___ days *(4 days if none stated)* prior to Closing. This "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: **(1)** the Property is in the same general condition as it was on the Effective Date; and **(2)** repairs agreed upon *(if any)* are completed in a workmanlike manner. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract.

18. SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Contract, a document signed and transmitted by facsimile machine or a scanned image, such as a pdf, via e-mail is to be treated as an original document.

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

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

21. RIDERS. The following are attached and incorporated herein as part of this Contract: *(check all that apply)*

☐ Nonconventional Financing ______ ☐ Dispute Resolution ______ ☒ Contract Conditions Rider B
☐ Other ______ ☒ Other ______ ☐ Other ______

22. SPECIAL AGREEMENTS.

Buyer is a non-profit Missouri Corporation. Seller to provide Buyer for review and acceptance prior to final contract acceptance: 1. Complete Legal Description and plat. 2. Complete list of items included or excluded in the sale. Seller to be responsible for pro-rated taxes. Buyer to be responsible for all closing fees, real estate commission (3%). Sale subject to final Christian Associates Board of Director approval (within 10 days of contract acceptance. Subject to satisfactory zoning approval from Kimberling City, MO for planned Buyer usage.

23. PRINCIPAL(S) INVOLVED. *(check one, neither or both, as applicable)* ☐ Seller ☐ Buyer is a licensed real estate broker or salesperson and is a principal party in this transaction.

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

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

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

- ☒ **Buyer's Limited Agent** (acting on behalf of Buyer).
- ☐ **Seller's Limited Agent** (acting on behalf of Seller).
- ☐ **Dual Agent** (acting on behalf of both Buyer and Seller).
- ☐ **Designated Agent** (designated to act on behalf of Buyer).
- ☐ **Transaction Broker Assisting Buyer** (not acting on behalf of either Buyer or Seller).
- ☐ **Subagent of Seller** (acting on behalf of Seller).

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

- ☐ **Buyer's Limited Agent** (acting on behalf of Buyer).
- ☒ **Seller's Limited Agent** (acting on behalf of Seller).
- ☐ **Dual Agent** (acting on behalf of both Seller and Buyer).
- ☐ **Designated Agent** (designated to act on behalf of Seller).
- ☐ **Transaction Broker Assisting Seller** (not acting on behalf of either Seller or Buyer).

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

Aux Arcs Real Estate, Inc	Kimberling Hills Real Estate
Broker's Firm Assisting Buyer (and MLS ID No., if any)	**Broker's Firm Assisting Seller (and MLS ID No., if any)**
By (*Signature*) David G. Elston	By (*Signature*) Michelle Nordin
Licensee's Printed Name: David G. Elston	Licensee's Printed Name: Michelle Nordin
Date: October 15, 2007	Date: 10/15/07

26. FRANCHISE DISCLOSURE. *(Broker to check box only if applicable).* ☐ Broker is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for the actions of Broker, despite its use of franchisor's trade name or insignia.

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

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

29. ANTI-TERRORISM. 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 indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

30. ACCEPTANCE DEADLINE. Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted this Contract, by signing and delivering a fully-executed copy to Buyer, on or before the earlier of: **(1)** Buyer's delivery of written notice to Seller that this offer to purchase is withdrawn, or **(2)** October 23, 2007, at 5 P.m.

31. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the obligations of the parties under this Contract.

All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

[SIGNATURES ON FOLLOWING PAGE]

Reference (*e.g., Seller & Buyer*) AA-15[illegible]-07

BUYER: *(for a corporation, limited liability company, partnership or other form of legal entity)*

_______________________ **Attest:**

By: _______________________ _______________________

Printed Name: _______________________ Printed Name: _______________________

Title: _______________________ Date: ______________ Time: ______________

Date: ______________ Time: ______________

BUYER: *(for one or more individuals)*

[signature]

Buyer	Buyer
Printed Name: Christian Associates of Table	Printed Name:
Date: 15 Oct 2007 Time: 12:55 PM	Date: Time:

SELLER (*check one and initial* DB) ☐ rejects ☒ counter offers (Counter Offer Form MSC-2040, which amends the terms of this Contract, is attached and incorporated into this Contract).

By signing below, Seller indicates Seller has ACCEPTED this Contract.

SELLER: *(for a corporation, limited liability company, partnership or other form of legal entity)*

_______________________ **Attest:**

By: _______________________ _______________________

Printed Name: _______________________ Printed Name: _______________________

Title: _______________________ Date: ______________ Time: ______________

Date: ______________ Time: ______________

SELLER: (*for one or more individuals*)

Seller	Seller
Printed Name: Kimberling Investments	Printed Name:
Date: Time:	Date: Time:

* *

RECEIPT AND ACKNOWLEDGEMENT

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

By (*Signature*) _______________________

Licensee's Printed Name: _______________________ **Date:** _______________________

APPENDIX 4

STATEMENT OF UNANIMOUS CONSENT IN LIEU OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF KIMBERLING INVESTMENTS, INC.

In lieu of a special meeting of the Board of Directors of Kimberling Investments, Inc, a Missouri corporation, the undersigned, being all of the Directors of said Corporation, do herby severally and collectively consent to the adoption of, and do herby adopt, the following resolution, pursuant of RSMo. 351.340 (2), as the resolutions and action of the Corporation d the Board of Directors of the Corporation, to-wit:

RESOLVED, that the Corporation shall sell the following described real estate and personal property situated in Kimberling city, Stone County, Missouri to Christian Associates of Table Rock Lake, to wit:

A 30 unit building along with the personal property located on Donaldson Addition Lot 2 except Kimberling Suites Bldg 1.
Kimberling Suites, Building 1, located on Donaldson Addition, Lot 2. Units 101 to 123, together with personal property, office space and all facilities located there in Building 1.
Kimberilng Investments, Inc. Water Company, including but not limited to the well, water tank, pumps, pressure tanks, and all equipment used to operate the facility.

RESOLVED, further, that any corporate officer is hereby authorized and empowered to sell in the name of the corporation and execute such Deeds of Trust and other documents to effectuate such sale.

Dated the 18 day of November 2007.

Thomas E. Atkins III

Thomas E. Atkins, III

John Ekstrom

John Ekstrom

Gerald W Hartman

Gerald Hartman

Del Smith

David Smith

Michael Gepord

Michael Gepord

Being all of the Directors and Shareholders
Of the Corporation.

APPENDIX 5

Executive Committee Meeting
September 20, 2007

Attendance: Bradshaw Smith, Debra Williams, Gina Sanders, Daryl Roudybush, Alan Catron

Called to order at 6:45pm after the board meeting at the KAL.

The purpose of this meeting is to put an offer to Kimberling Suites because there is another offer

Country Inn Dave Elston is making an offer

MOTION: The executive Authorize CEO to make a bid up to 1.3 million with the standard contingency and acceptance by the full board. 1st by Bradshaw and 2nd by Daryl.

Adjourned at 2:20 pm.
Respectfully submitted
Debra Williams,
Secretary

CATRL Special Board Meeting
October 29, 2007

Attending: Alan Catron, Anne Coleman, Bradshaw Smith, Mitzi Huffman, Debra Williams, Kathy Stuart, Chris Cooper, Daryl Roudybush, Gina Sanders

Absent: Carrie Holte, Bruce Belin, Judy Berkstresser, Bill Coats, Steve Hughes, Joan Riddle, Marcia Seward

Opening Prayer and called to order 5:30pm by Bradshaw Smith.

Opening comments by the President: You have a chance to help someone out right now in a big way in our community. Matt 25:31-40 and Deut 14:1 ...There will always be poor people in the land-be open handed towards others.

There will be a Carver lesson for new members and everyone is welcome in Bradshaw's old office on Tues, November 13th at 12:00pm. Brown Bag lunch.

Discussion regarding Harbor House which will include the current program called Harbor Lights and will expand the CATRL campus by purchasing the Kimberling Suites both units and water department, trash and additional land. It will include 2 DV offices, 1 FT manager which could possibly be a MSU student. Will St. Clair could manage over. Volunteers could offer life skills training. Possibly assign churches to assist with the upkeep of the transitional housing and emergency units....Sponsored by

_______________.

We will need to put $200K downpayment that will come from the operating reserve. Discussion regarding a capital campaign 1 yr in duration targeting particular people for a limited significant commitment.

Mike Loewe will coordinate a press release 2 weeks from today. Inviting Governing Blunt, mayor George Quest, past mayors, representative Dennis Wood, Chamber members, as well as other dignitaries.

MOTION: The CATRL board approves the contract for the emergency, transitional and subsequent housing purchased by Christian Associates. 1st by Deb and 2nd by Daryl. Passed unanimously.

MOTION: The board authorizes the CEO, Alan Catron, to finance the Harbor House project as outlined in the attachment. 1st by Gina and 2nd by Mitzi. Passed unanimously.

The board is very grateful to the Ad hoc facility committee made up of Garry Scharberg, Dennis Wood, Dave Elston, Chris Cooper, Steve Hughes, Bradshaw Smith, Alan Catron for all the hard work and dedication to seeing this through in order to expand the CATRL focus and impact our community in a positive way.

Adjourned at 6:15pm.

Respectfully submitted,

Debra Williams