

**AGREEMENT OF PURCHASE AND SALE**  
**BY AND BETWEEN**  
**GOODWILL OF WESTERN MISSOURI AND EASTERN KANSAS**  
**AS SELLER**  
**AND**  
**ANDERSON REAL ESTATE SERVICES, L.L.C.**  
**AS PURCHASER**

Date: July \_\_, 2017

Property: 1817 Campbell Street, Kansas City, Missouri 64108

## AGREEMENT OF PURCHASE AND SALE

**THIS AGREEMENT OF PURCHASE AND SALE** (this “**Agreement**”) is made and entered into as of this \_\_\_\_ day of July, 2017 (the “**Effective Date**”) by and between GOODWILL OF WESTERN MISSOURI AND EASTERN KANSAS, a Missouri nonprofit corporation (“**Seller**”), and ANDERSON REAL ESTATE SERVICES, L.L.C., a Missouri limited liability company, or its permitted assigns (“**Purchaser**”).

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

### ARTICLE I. SALE OF PROPERTY

**1.1 Sale of Property.** Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller, all of Seller’s right, title and interest in and to, the following:

**1.1.1 Land and Improvements.** Those certain parcels of real property, more particularly described, on Exhibit A attached hereto and incorporated herein by reference thereto (the “**Land**”), together with all improvements located thereon (the “**Improvements**”). The Land and Improvements consist of an approximately 75,000 square foot office and industrial building situated on an approximately 1.5 acre lot located at 1817 Campbell Street, Kansas City, Missouri 64108.

**1.1.2 Real Property.** All rights, privileges and easements appurtenant to Seller’s interest in the Land and the Improvements, if any, including, without limitation, all of Seller’s right, title and interest, if any, in and to all mineral and water rights and all easements, licenses, covenants and other rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land and the Improvements (the Land, the Improvements and all such easements and appurtenances are sometimes collectively referred to herein as the “**Real Property**”).

**1.1.3 Billboard Lease.** The billboard lease with Craig Outdoor identified as Billboard Lease #112 (the “**Billboard Lease**”), together with any and all amendments, modifications or supplements thereto, are hereafter referred to collectively as the “**Billboard Lease**” being more particularly described in the Documents (as hereinafter defined).

**1.1.4 Fixtures.** All fixtures (if any) owned by Seller and located on the Real Property as of the date hereof (the “**Fixtures**”).

**1.1.5 Intangible Property.** All Seller’s interest, if any, in and to all guarantees, licenses, approvals, certificates, permits and warranties relating to the Real Property, to the extent assignable (collectively, the “**Intangible Property**”).

**1.1.6 Service Contracts.** All service contracts with respect to the Property which Purchaser elects to assume at Closing (hereinafter the “**Service Contracts**”).

**1.2 Property.** The Real Property, the Billboard Lease, the Fixtures, the Service Contracts and the Intangible Property are sometimes collectively hereinafter referred to as the “**Property**”. It is hereby acknowledged by the parties that Seller shall not convey to Purchaser any (a) existing claims relating to any real property tax refunds or rebates applicable to the period prior to the Closing (as hereinafter defined), (b) existing insurance claims applicable to the period prior to the Closing, and/or (c) existing claims against the tenant under the Billboard Lease that are applicable to the period prior to the Closing, all of which claims shall be reserved by Seller.

## **ARTICLE II. PURCHASE PRICE**

**2.1 Purchase Price.** The purchase price for the Property shall be One Million Four Hundred Seventy-Five Thousand Dollars (\$1,475,000.00) (the “**Purchase Price**”). The Purchase Price, as adjusted by all prorations as provided for herein, shall be paid to Seller by Purchaser at Closing, by wire transfer of immediately available federal funds.

## **ARTICLE III. DEPOSITS AND ESCROW AGENT**

**3.1 Deposit.** Not later than five (5) business days following the Effective Date of this Agreement, Purchaser shall deposit Fifty Thousand Dollars (\$50,000.00) (the “**Deposit**”) with First American Title Insurance Company, located at 1201 Walnut, Suite 700, Kansas City, Missouri 64106, Attention: Todd Jones, Email: [tojones@firstam.com](mailto:tojones@firstam.com), Work: (816) 421-7905, Mobile: (816) 820-4713 (“**Escrow Agent**” and “**Title Company**”) in immediately available federal funds. If Purchaser shall fail to deposit the Deposit within the time period provided for above, Seller may at any time prior to the deposit of the Deposit, terminate this Agreement, in which case this Agreement shall be null and void ab initio and in such event Escrow Agent shall immediately deliver to Seller all copies of this Agreement in its possession, and thereafter neither party shall have any further rights or obligations to the other hereunder, except for the Surviving Termination Obligations (as hereinafter defined).

**3.2 Application of Deposit.** If the Closing occurs, the Deposit shall be paid to Seller and credited against the Purchase Price at Closing. If the Closing does not occur, the Deposit shall be held and delivered as hereinafter provided.

**3.3 Interest Bearing.** The Deposit may, at Purchaser's request, (a) be held in an interest-bearing escrow account by Escrow Agent in an institution as directed by Purchaser and reasonably acceptable to Seller, and (b) include any interest earned thereon. In the event Purchaser requests the Deposit be placed in an interest-bearing account, Purchaser and Seller shall provide Escrow Agent their respective tax identification numbers.

**3.4 Escrow Agent.** Escrow Agent is executing this Agreement to acknowledge Escrow Agent’s responsibilities and rights hereunder. Any amendment to this Agreement which

alters Escrow Agent's responsibilities and/or rights hereunder not executed by Escrow Agent shall be effective as to the parties thereto, but shall not be binding upon Escrow Agent. Escrow Agent shall accept the Deposit with the understanding of the parties that Escrow Agent is not a party to this Agreement except to the extent of its specific responsibilities and rights hereunder, and does not assume or have any liability for the performance or non-performance of Purchaser or Seller hereunder. Additional provisions with respect to the Escrow Agent are set forth in Article XVI.

#### **ARTICLE IV. CLOSING, PRORATIONS AND CLOSING COSTS**

**4.1 Closing.** The closing of the purchase and sale of the Property shall occur no later than thirty (30) calendar days after the expiration of the Inspection Period (as hereinafter defined), and shall be held through escrow at the offices of the Escrow Agent, or at such other place agreed to by Seller and Purchaser. "**Closing**" shall be deemed to have occurred when the Title Company has been instructed by both parties to record the Deed and Title Company is irrevocably committed to issue the Title Policy to Purchaser. Time is hereby made of the essence. The date of Closing is referred to in this Agreement as the "**Closing Date**."

**4.2 Prorations.** All matters involving prorations or adjustments to be made in connection with Closing and not specifically provided for in some other provision of this Agreement shall be adjusted in accordance with this Section 4.2. Except as otherwise set forth herein, all items to be prorated pursuant to this Section 4.2 shall be prorated as of midnight of the day immediately preceding the Closing Date, with Purchaser to be treated as the owner of the Property, for purposes of prorations of income and expenses, on and after the Closing Date. The provisions of this Section 4.2 shall survive the Closing.

**4.2.1 Taxes.** Real estate and personal property taxes and special assessments (the "**Taxes**"), if any, shall be prorated as of the Closing Date. Seller shall pay all Taxes payable during the calendar year of the Closing and attributable to the Property for periods prior to, but not including, the Closing Date and Purchaser shall pay all taxes payable for the calendar year of the Closing from and after the Closing Date as and for all years subsequent to the calendar year of the Closing. If the real estate and/or personal property tax rate and assessments have not been set for the Taxes payable during the year in which the Closing occurs, then the proration of such Taxes shall be based upon the rate and assessments for the preceding tax year and such proration shall be adjusted in cash between Seller and Purchaser upon presentation of written evidence that the actual Taxes paid for the year in which the Closing occurs, differ from the amounts used in the Closing in accordance with the provisions of Section 4.2.5 hereof. All Taxes imposed due to a change of use or of the tax-exempt status of the Property after the Closing Date shall be paid by the Purchaser. If any Taxes which have been apportioned shall subsequently be reduced by abatement, the amount of such abatement, less the cost of obtaining the same, shall be prorated as of the Closing Date.

**4.2.2 Insurance.** There shall be no proration of Seller's insurance premiums or assignment of Seller's insurance policies. Purchaser shall be obligated (at its own election) to obtain any insurance coverage deemed necessary or appropriate by Purchaser.

**4.2.3 Utilities and Property Contracts.** The amounts of all telephone, electric, sewer, water and other utility bills, trash removal bills, Service Contracts and all other operating expenses relating to the Property and allocable to the period prior to the Closing Date shall be determined and paid by Seller before Closing, if possible, or shall be paid thereafter by Seller or adjusted between Purchaser and Seller immediately after the same have been determined. Purchaser shall cause all utility services to be placed in Purchaser's name as of the Closing Date.

**4.2.4 Rents.** Rents (including, without limitation, estimated pass-through payments, and all additional charges payable by tenants under the Billboard Lease, (collectively, "Rents")) actually collected by Seller prior to Closing shall be prorated as of the Closing Date. During the period after Closing, Purchaser shall, within five (5) business days following receipt, deliver to Seller any and all Rents accrued but uncollected as of the Closing Date to the extent subsequently collected by Purchaser; provided, however, Purchaser shall apply Rents received after Closing first to payment of Rent due for the month of Closing, then to current Rent then due, and thereafter to delinquent Rents in inverse order of maturity.

**4.2.5 Calculations.** For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and except as specifically set forth herein responsible for the expenses thereof for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty five (365) day year. The amount of such prorations shall be initially performed at Closing but shall be subject to adjustment in cash after the Closing as and when complete and accurate information becomes available, if such information is not available at the Closing. Seller and Purchaser agree to cooperate and use their best efforts to make such adjustments no later than ninety (90) days after the Closing or as soon thereafter as may be practicable. Except as set forth in this Section 4.2, all items of income and expense which accrue for the period prior to the Closing will be for the account of Seller and all items of income and expense which accrue for the period on and after the Closing will be for the account of Purchaser.

**4.2.6 Prepaid Items.** Any prepaid items, including, without limitation, fees for licenses which are transferred to the Purchaser at the Closing and annual permit and inspection fees shall be prorated as of the Closing.

**4.2.7 Declaration Assessments.** Any assessments payable under any declaration or similar instrument affecting the Property shall be prorated as of the Closing Date.

**4.3 Closing Costs.** Seller shall pay (a) the fees of any counsel representing Seller in connection with this transaction; (b) intentionally omitted; (c) the fees for recording the release of any deed of trust or other voluntary Seller's liens on the Property; (d) one-half (1/2) of the escrow fee charged by Escrow Agent; and (e) the cost of the Title Policy, excluding the cost of extended coverage. Purchaser shall pay (i) the fees of any counsel representing Purchaser in connection with this transaction; (ii) subject to the provisions of Section 14.1 hereof, any real estate brokerage commission to Purchaser's Broker (as hereinafter defined); (iii) the cost of extended coverage and any endorsements requested by Purchaser to the Title Policy; (iv) the fees for recording the deed conveying the Real Property to Purchaser; and (v) one-half (1/2) of the

escrow fee charged by Escrow Agent. Any other costs or expenses incident to this transaction and the closing thereof not expressly provided for above shall be allocated between and paid by the parties in accordance with custom and practice in Kansas City, Missouri.

## **ARTICLE V. PURCHASER'S RIGHT OF INSPECTION; INSPECTION PERIOD**

**5.1 Right to Evaluate.** Beginning on the Effective Date and ending on the date one hundred eighty (180) calendar days after delivery to Purchaser of all of the Documents (the "**Inspection Period**"), Purchaser and its agents shall have the right during business hours (with at least 24 hours' advance notice to Seller which may be made by email confirmation), at Purchaser's sole cost and expense and at Purchaser's and its agents' sole risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Purchaser shall deem necessary or appropriate; provided, however, that in no event shall (a) such inspections or tests unreasonably disrupt or disturb the on-going operation of the Property or the rights of the tenants at the Property, or (b) Purchaser or its agents or representatives conduct any physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, any ground borings or invasive testing of the Improvements (collectively, "**Physical Testing**"), without Seller's prior written consent, which consent may be given or withheld in Seller's sole and absolute discretion. In the event Purchaser desires to conduct Physical Testing of the Property, then Purchaser shall submit to Seller, for Seller's approval, a written detailed description of the scope and extent of the proposed Physical Testing, which approval may be given or withheld in Seller's sole and absolute discretion. If Seller does not approve the Physical Testing or approves only a portion thereof, Purchaser may, at its option, by sending written notice to Seller, elect to, either (i) terminate this Agreement or (ii) conduct during the Inspection Period that portion of the Physical Testing approved by Seller, if any, or if Seller disapproves the entire proposed Physical Testing, affirmatively agree to forego any Physical Testing of the Property. In the event Purchaser terminates this Agreement as aforesaid, the Deposit shall be immediately refunded to Purchaser and this Agreement shall terminate and be of no further force and effect other than the Surviving Termination Obligations. In no event shall Seller be obligated as a condition of this transaction to perform or pay for any environmental remediation of the Property recommended by any Physical Testing. After making such tests and inspections, Purchaser agrees to promptly restore the Property to substantially the same condition prior to such tests and inspections (which obligation shall survive the Closing or any termination of this Agreement). Prior to Purchaser entering the Property to conduct the inspections and tests described above, Purchaser shall obtain and maintain, at Purchaser's sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage, or shall cause each of its agents and contractors to obtain and maintain, and, upon request of Seller, shall deliver to Seller evidence of, the following insurance coverage: commercial liability insurance, from an insurer reasonably acceptable to Seller, in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage per occurrence and Two Million and no/100 Dollars (\$2,000,000.00), in the aggregate, such policy to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, employees or contractors in connection with such inspections and tests. Seller shall have the right, in its

discretion, to accompany Purchaser and/or its agents during any inspection. Notwithstanding anything to the contrary, if Purchaser does not deliver or is not deemed to have delivered a Termination Notice (as hereinafter defined) prior to expiration of the Inspection Period. Purchaser shall be deemed to have approved all aspects of the Property and have no further right to terminate this Agreement pursuant to this Article V. Purchaser shall have the right to extend the Inspection Period by for a period not to exceed the lesser of (i) 180 days or (ii) the number of days between the Effective Date and the date (“Seller Waiver Date”) on which Seller delivers written notice to Purchaser that Seller is waiving its right to terminate this Agreement pursuant to Section 10.1.2 below. In the event Purchaser desires to so extend the Inspection Period, Purchaser shall provide written notice to Seller of the number of days of such extension on or before the earlier of (i) seven (7) days after the Seller Waiver Date or (ii) the expiration of the initial Inspection Period.

**5.2 Inspection Obligations and Indemnity.** Purchaser and its contractors shall: (a) not unreasonably disturb the Seller’s use and/or the tenants of the Improvements or interfere with the tenant’s use of the Real Property pursuant to the Billboard Lease; (b) not interfere with the operation and maintenance of the Real Property; (c) not damage any part of the Property or any personal property owned or held by Seller or tenant or its agents, employees or visitors; (d) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees or any tenant or any other party; (e) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (f) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (g) restore the Improvements and the surface of the Real Property to substantially the same condition in which the same was found before any such inspection or tests were undertaken; and (h) not reveal or disclose any information obtained during the Inspection Period concerning the Property to anyone outside Purchaser’s organization other than (i) as may be reasonably required in Purchaser applying for and obtaining development incentives with respect to the Property, (ii) as may be required by law and (iii) to Purchaser’s agents, prospective investors and lenders, consultants and representatives which parties shall agree to maintain confidentiality and use such information only in common with this transaction. Purchaser shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting its inspection of the Property and Physical Testing. Purchaser shall, and does hereby agree to indemnify, defend and hold the Seller, its affiliates, directors, officers, partners, agents and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to attorneys’ fees) to the extent arising out of Purchaser’s or Purchaser’s agents’ actions taken in, on or about the Property in the exercise of the inspection right granted pursuant to Section 5.1, including, without limitation, (a) claims made by any tenant against Seller for Purchaser’s entry into such tenant’s premises or any interference with any tenant’s use or damage to its premises or property in connection with Purchaser’s review of the Property, and (b) Purchaser’s obligations pursuant to this Section 5.2 except where caused by Seller’s gross negligence or willful misconduct. This Section 5.2 shall survive the Closing and/or any termination of this Agreement.

**5.3 Seller Deliveries.** Seller and Purchaser agree that as of the Effective Date, Seller has provided Purchaser with respect to the Property the items set forth on Exhibit B attached

hereto (the “**Documents**”) to the extent such items are in Seller’s possession or control. Except as otherwise expressly set forth in Section 7.1, Seller makes no representations or warranties of any kind regarding the accuracy, thoroughness or completeness of or conclusions drawn in the information contained in the Documents, if any, relating to the Property. Purchaser shall promptly return or destroy all of the Documents after the first to occur of (a) such time as Purchaser notifies Seller in writing that it shall not acquire the Property, or (b) such time as this Agreement is terminated for any reason other than Seller’s default. This Section 5.3 shall survive any termination of this Agreement.

**5.4 Independent Examination.** Purchaser hereby acknowledges that, except as provided in Section 7.1, Purchaser is relying upon its own independent examination of the Property and all matters relating thereto and not upon the Documents and/or any statements of Seller or of any officer, director, employee, agent, broker, manager or attorney of Seller with respect to acquiring the Property. Seller shall not, except as otherwise expressly provided in Section 7.1, be deemed to have represented or warranted the completeness or accuracy of any studies, investigations and reports heretofore or hereafter furnished to Purchaser. The provisions of this Section 5.4 shall survive Closing and/or termination of this Agreement.

**5.5 Leaseback Lease.** During the Inspection Period, Purchaser and Seller shall each use good faith efforts to finalize the form of a lease of the Property, under which Seller, as tenant, will lease the Real Property from Purchaser, as landlord, under the following terms (the “**Leaseback Lease**”):

(i) Base Rent: None.

(ii) Building Operating Expenses: Seller, as tenant, to be responsible for 100% of the operating expenses of the Property, except to the extent real estate taxes exceed the amount paid by Seller as of the date of Closing, which such excess shall be paid by Purchaser, as landlord.

(iii) Term: Up to three (3) years provided Seller shall have the right to terminate at any time on 30-days’ notice.

(iv) No commissions shall be payable with respect to the Leaseback Lease.

(v) Neither Seller (as tenant) nor Purchaser (as landlord) shall have any obligation to repair or restore any portion of the Property during the term of the Leaseback Lease. Any repairs desired by Seller shall be at Seller’s sole expense and discretion.

**5.6 Termination Right.** In the event that Purchaser determines, in Purchaser’s sole and absolute discretion, that it does not desire, for any or no reason, to acquire the Property, Purchaser shall provide written notice (a “**Termination Notice**”) to Seller on or before the end of the Inspection Period, and, subject to the Surviving Termination Obligations, this Agreement shall terminate, the Deposit shall be delivered to Purchaser and thereupon neither party shall have any further rights or obligations to the other hereunder. If Purchaser shall fail to timely provide the Termination Notice to Seller on or before the expiration of the Inspection Period,



time being of the essence, then Purchaser shall be deemed to have approved the condition of the Property and waived its right to terminate this Agreement pursuant to this Section 5.6.

**5.7 Copies of Reports.** As additional consideration for the transaction contemplated herein, Purchaser agrees that upon a termination of this Agreement, provided Purchaser is entitled to and receives a refund of the Deposit, it will provide without warranty or representation (and only to the extent not in violation of any agreement entered into with respect thereto) or cost to Seller, within five (5) days following a written request therefor, copies of any and all third party reports, tests or studies relating to the Property obtained by Purchaser, including but not limited to those involving environmental matters. Notwithstanding any provision of this Agreement, no termination of this Agreement shall terminate Purchaser's obligations pursuant to the foregoing sentence.

## **ARTICLE VI. TITLE AND SURVEY MATTERS**

**6.1 Title.** Seller shall promptly order a title insurance commitment (the "**Commitment**") for an Owner's Policy of Title Insurance from the Title Company, covering the Real Property, together with a legible copy of all instruments reflected as exceptions set forth therein, within two (2) business days of the Effective Date. Purchaser shall notify Seller no later than sixty (60) days after the Effective Date (the "**Title Objection Period**") in writing of any title exceptions, exclusions from coverage or other matters identified in the Commitment which Purchaser disapproves (the "**Title Objections**"). Any exception, exclusion from coverage or other matter shown in the Commitment as of the end of the Title Objection Period or otherwise not disapproved in writing within said time period shall be deemed approved by Purchaser and shall constitute a "**Permitted Exception**" hereunder. Purchaser and Seller hereby agree that (i) all non-delinquent property taxes as of the Closing, (ii) the rights of the tenant under the Billboard Lease, (iii) all matters created by or at the direction of Purchaser, including, without limitation, any documents or instruments to be recorded as part of any financing for the acquisition of the Property by Purchaser, and (iv) the exceptions to title identified on Exhibit C, attached hereto, shall constitute Permitted Exceptions.

**6.2 Survey.** Purchaser may, at its sole cost and expense, obtain a survey of the Property (the "**Survey**"). If the Survey ordered by Purchaser discloses any matters which are unacceptable to Purchaser (the "**Survey Objections**"), in Purchaser's sole and absolute discretion, Purchaser shall notify Seller in writing on or before the expiration of the Title Objection Period. Any survey matter shown on the Survey not disapproved in writing within said time period (or otherwise shown on the Survey as of the last day of the Title Objection Period) shall be deemed approved by Purchaser and shall constitute a Permitted Exception hereunder.

**6.3 Title and Survey Objections.** Seller will have ten (10) business days after receipt of Purchaser's Title Objections and Survey Objections within which Seller may (but will not be obligated to) notify Purchaser in writing whether it will cure any or all of such objections at or prior to Closing. If Seller does not respond or notifies Purchaser within such ten (10) business days that Seller is unable to or unwilling to cure any such objections, then prior to the expiration of the Inspection Period, Purchaser must elect in writing to either (i) terminate this Agreement and Escrow Agent will return the entire Deposit to Purchaser, or (ii) waive such objections and

proceed toward Closing. If Purchaser does not elect either clause (i) or (ii) prior to the expiration of the Inspection Period, then Purchaser will be deemed to have elected clause (ii). Seller and Purchaser agree that notwithstanding anything to the contrary, financing and other monetary liens of an ascertainable amount voluntarily created by, under or through Seller, shall not be deemed Permitted Exceptions and shall be paid by Seller as of the Closing Date.

## **ARTICLE VII. REPRESENTATIONS AND WARRANTIES OF THE SELLER**

**7.1 Seller's Representations.** As a material inducement to the Purchaser to execute this Agreement and consummate this transaction, the Seller represents to the Purchaser as of the date hereof and continuing through and including the Closing Date as follows:

**7.1.1 Authority.** Any entity constituting Seller is duly organized, validly existing and in good standing in the state of its organization and, to the extent necessary, is qualified to conduct business in the state in which the Property is located. This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and does not, to the best of Seller's knowledge, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject. All documents to be executed by Seller which are to be delivered at Closing, will, at the time of Closing, (a) be duly authorized, executed and delivered by Seller, (b) be legal, valid and binding obligations of Seller, and (c) not, to the best of Seller's knowledge, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

**7.1.2 OFAC.** Seller represents and warrants that (a) Seller and each person or entity owning an interest in Seller is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, and (iii) not an Embargoed Person (as hereinafter defined), (b) none of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person, and (c) no Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). The term "**Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder.

**7.1.3 Conflicts.** There is no agreement to which the Seller is a party or binding on the Seller or the Property, which is in conflict with this Agreement or which would limit or restrict the timely performance by the Seller of its obligations pursuant to this Agreement.

**7.1.4 Litigation.** There is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending, or to Seller's knowledge

threatened, against the Property, the transaction contemplated by this Agreement, or the Seller in relation to the Property.

**7.1.5 Billboard Lease.** To the extent in Seller's possession, the Documents include a true and complete list of the Billboard Lease, including all amendments and modifications thereof. Except as disclosed in the Documents, to Seller's knowledge: (i) no tenant has any purchase option or other interest (other than its leasehold tenancy for a specified term, as stated in its Lease) in the Land or the Improvements; (ii) Seller has received no written notice that there are any pending or potential claims asserted by any tenant for offsets against rent or any other monetary claim made against Seller, as landlord; and (iii) Seller is not obligated under any Lease to pay any renewal or other lease commissions subsequent to the Effective Date.

**7.1.6 Service Contracts.** To Seller's knowledge and to the extent in Seller's possession (i) the Documents include a true and complete copy of all Service Contracts presently outstanding with respect to the Property, and (ii) neither the Seller nor any other party is in default with respect to any of its obligations or liabilities pertaining to the Service Contracts. The Seller has not received any advance payments or other income from the service provider under any Service Contract in exchange for agreeing to enter into such Service Contract (regardless of whether such advance payment or other income was paid in a lump sum or in installments).

**7.1.7 Condemnation.** No condemnation or similar proceedings relating to the Property or any part thereof are pending or to Seller's knowledge threatened.

**7.1.8 Environmental.** Except as may be set forth in the Documents, and except for possible lead paint, asbestos and underground storage tank, to Seller's knowledge, (i) Seller has not disposed of nor released any Hazardous Materials (as hereinafter defined) onto the Real Property in violation of Environmental Laws and (ii) there has not been a release of Hazardous Materials onto the Real Property or a migration of Hazardous Materials onto the Real Property from other land or from the Real Property onto other land in violation of Environmental Laws. Seller has not received written notice regarding any violation of Environmental Laws (as hereinafter defined) related to the Real Property or the presence or release of Hazardous Materials on, from or bordering the Real Property. For purposes of this Agreement, "**Environmental Laws**" shall mean: all past, present or future federal, state and local statutes, regulations, directives, ordinances, rules, policies, guidelines, court orders, decrees, arbitration awards and the common law, which pertain to environmental matters, contamination of any type whatsoever or health and safety matters, as such have been amended, modified or supplemented from time to time (including all present and future amendments thereto and re-authorizations thereof). For purposes of this Agreement, "**Hazardous Materials**" shall mean: any chemical, pollutant, contaminant, pesticide, petroleum or petroleum product or by product, radioactive substance, solid waste (hazardous or extremely hazardous), special, dangerous or toxic waste, substance, chemical or material regulated, listed, limited or prohibited under any Environmental Law.

**7.1.9 Work Performed.** No work has been performed or is in progress by Seller at and no materials have been furnished to the Real Property or any portion thereof, which

has not been paid for and might give rise to mechanics', materialmen's or other liens against the Real Property or any portion thereof.

**7.1.10 Bankruptcy or Debt of Seller.** Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally.

The term "Seller's knowledge", "to the best of Seller's knowledge" or any similar term shall mean the current cognitive knowledge of Stefany Williams, with no duty of inquiry or investigation.

**7.2 Change in Representation/Waiver.** Notwithstanding anything to the contrary contained herein, Purchaser acknowledges that it shall not be entitled to rely on any representation or warranty made by Seller in this Article VII, to the extent the Documents disclose information to the contrary or, prior to or at Closing, Purchaser shall have or obtain current, actual, conscious knowledge (and not any implied, imputed or constructive knowledge) of facts contradictory to such representation or warranty; provided, however, if Purchaser determines prior to Closing that there is a material breach of any of the representations and warranties made by Seller above, then Purchaser may, at its option, by sending to Seller written notice of its election either (a) terminate this Agreement, or (b) waive such breach and proceed to Closing with no adjustment in the Purchase Price and Seller shall have no further liability as to such matter thereafter, except for liens resulting from Seller's acts.

In the event Purchaser terminates this Agreement for the reasons set forth above, the Deposit shall be immediately refunded to Purchaser, Seller shall reimburse Purchaser's actual third party out-of-pocket costs incurred in connection with this Agreement not to exceed a cumulative total of \$25,000, and neither Purchaser nor Seller shall thereafter have any other rights or remedies hereunder other than the Surviving Termination Obligations. In furtherance thereof, Seller shall have no liability with respect to any of the foregoing representations and warranties or any representations and warranties made in any other document executed and delivered by Seller to Purchaser to the extent that, prior to Closing, Purchaser discovers or learns of facts (from whatever source, including, without limitation, as a result of Purchaser's due diligence tests, investigations and inspections of the Property, or disclosure by Seller or Seller's agents and employees) that contradicts any such representations and warranties, or renders any such representations and warranties untrue or incorrect, and Purchaser nevertheless consummates the transaction contemplated by this Agreement.

**7.3 Survival.** The express representations and warranties of Seller made in this Agreement shall not merge into any instrument or conveyance delivered at and shall survive the Closing for a period of three (3) months. The provisions of this Section 7.3 shall survive the Closing.

**7.4 NO REPRESENTATIONS OR WARRANTIES BY SELLER;  
ACCEPTANCE OF PROPERTY.**

A. Disclaimer. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE AS SET OUT IN THE DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (1) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING THE WATER, SOIL AND GEOLOGY, (2) THE INCOME TO BE DERIVED FROM THE PROPERTY, (3) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (4) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (5) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY (6) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (7) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (8) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS, MOLD, MOLD CONDITION OR ANY MOLD PRECONDITION (ALL AS DEFINED HEREIN) OR (9) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY INCLUDING THE REPORTS WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO

REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. PURCHASER HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF PURCHASER'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT OF THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT CERTAIN NATURAL CONDITIONS, SUCH AS RADON AND MOLD, MAY BE PRESENT AND AGGRAVATED BY THE CONSTRUCTION AND REPAIR OF THE IMPROVEMENTS, AND THAT, NOTWITHSTANDING SELLER MAKING AVAILABLE ANY ENVIRONMENTAL STUDIES, REPORTS AND INVESTIGATIONS, PURCHASER WILL BE SOLELY RESPONSIBLE FOR ALL INVESTIGATION OR INQUIRY INTO SUCH ITEMS AND ALL COSTS OF REMOVAL AND REMEDIATION (INCLUDING CONSEQUENTIAL DAMAGES) OF SUCH ITEMS.

B. Definitions.

(i) "Mold" means, without limitation:

(a) Any fungi the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(b) Any fungi, including by way of example and not limitation, any and all strains of the *Stachybotrys chartarum* fungus or mycotoxins related thereto, the presence of which on the Premises causes or threatens to cause a nuisance upon the Premises or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises.

(ii) "Mold Condition" means the existence of any Mold upon, about, or beneath the Premises or migrating or threatening to migrate to or from the Premises.

(iii) "Mold Pre-Condition" means any element of the design and construction of the Improvements that permits Mold Conditions or has the effect of

aggravating Mold Conditions.

C. Priority. The provisions of this Section 7.4 shall supersede any other provision of this Agreement seemingly to the contrary.

## **ARTICLE VIII. REPRESENTATIONS AND WARRANTIES OF PURCHASER**

**8.1** Purchaser represents and warrants to Seller that the following matters are true and correct as of the Effective Date and the Closing Date.

**8.1.1 Authority**. Purchaser is a limited liability company, duly organized, validly existing and in good standing in the state of its organization, and to the extent necessary, is qualified to conduct business in the State in which the Property is located. This Agreement has been duly authorized, executed and delivered by Purchaser, is the legal, valid and binding obligation of Purchaser, and does not, to the best of Purchaser's knowledge, violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject. All documents to be executed by Purchaser which are to be delivered at Closing, at the time of Closing will be duly authorized, executed and delivered by Purchaser, at the time of Closing will be legal, valid and binding obligations of Purchaser, and at the time of Closing will not, to the best of Purchaser's knowledge, violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

**8.1.2 No Financing Contingency**. It is expressly acknowledged by Purchaser that this transaction is not subject to any financing contingency, and no financing for this transaction shall be provided by Seller.

**8.1.3 OFAC**. Purchaser and, to Purchaser's actual knowledge, each person or entity owning an interest in Purchaser is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC and/or on any other similar List, (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, and (iii) not an Embargoed Person, and to Purchaser's actual knowledge, none of the funds or other assets of Purchaser constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person, and to Purchaser's actual knowledge, no Embargoed Person has any interest of any nature whatsoever in Purchaser (whether directly or indirectly).

**8.2 Survival**. The express representations and warranties of Purchaser made in this Agreement shall not merge into any instrument or conveyance delivered at and shall survive the Closing. The provisions of this Section 8.2 shall survive the Closing.

## **ARTICLE IX. SELLER'S INTERIM OPERATING COVENANTS.**

**9.1 Operations**. Seller shall continue to operate, manage and maintain the Improvements through the Closing Date in the ordinary course of Seller's business and in

accordance with Seller's present practice, subject to ordinary wear and tear and further subject to Article XII of this Agreement.

**9.2 Maintain Insurance.** Seller shall maintain until the Closing Date fire and extended coverage insurance on the Property which is at least equivalent in all material respect to the insurance policies covering the Real Property and the Improvements as of the Effective Date.

**9.3 No Sales.** During the term of this Agreement, Seller shall not convey any interest in the Property to any third party.

**9.4 Billboard Lease.** Seller shall not, from and after the expiration of the Effective Date, (i) grant any consent or waive any material rights under the Billboard Lease, (ii) terminate the Billboard Lease (except at Purchaser's election as provided in Section 10.2.2), or (iii) enter into a new lease, modify the Billboard Lease or renew, extend or expand the existing Billboard Lease.

**ARTICLE X.  
CLOSING CONDITIONS.**

**10.1 Conditions to Obligations of Seller.** The obligations of Seller under this Agreement to sell the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date except to the extent that any of such conditions may be waived by Seller in writing at Closing.

**10.1.1 Representations, Warranties and Covenants of Purchaser.** All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. Any changes to such representations disclosed by Purchaser shall be reasonably acceptable to Seller, and Purchaser shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Purchaser prior to the Closing Date.

**10.1.2 SELLER TERMINATION RIGHT.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE PARTIES AGREE THAT SELLER, IN SELLER'S SOLE DISCRETION, SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AT ANY TIME DURING THE INITIAL 180 DAYS AFTER THE EFFECTIVE DATE BY DELIVERING WRITTEN NOTICE TO PURCHASER WITHIN SUCH 180 DAY PERIOD, IN WHICH EVENT THIS AGREEMENT SHALL TERMINATE, THE DEPOSIT SHALL BE PAID TO PURCHASER AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION TO THE OTHER (EXCEPT AS EXPRESSLY SET FORTH HEREIN). In the event Seller terminates this Agreement pursuant to this Section 10.1.2, Seller agrees to reimburse Purchaser for Purchaser's third party out of pocket costs and documentable site specific expenses related to this transaction, not to exceed a cumulative total of \$25,000.

SELLER INITIALS: \_\_\_\_\_ PURCHASER INITIALS: \_\_\_\_\_



**10.2 Conditions to Obligations of Purchaser.** The obligations of Purchaser under this Agreement to purchase the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except as otherwise provided below or to the extent that any of such conditions may be waived by Purchaser in writing at Closing. If the Closing does not occur due to a failure of any of these conditions, the Deposit shall be delivered to Purchaser.

**10.2.1 Representations, Warranties and Covenants of Seller.** All representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. Any changes to such representations disclosed by Seller shall be reasonably acceptable to Purchaser, and Seller shall have performed and complied in all material respects with all covenants and agreement required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

**10.2.2 Billboard Lease.** Seller shall have delivered a written termination notice to Craig Outdoor, as the lessee under that certain Billboard Lease, stating that such Billboard Lease shall terminate effective as of a date agreed upon by the Purchaser and Seller.

**10.2.3 Title Policy.** Title Company shall be committed to issue to Purchaser an owner's title insurance policy (the "**Title Policy**") issued by the Title Company, dated the day of Closing, in the full amount of the Purchase Price, the form of which shall be the current American Land Title Association Owner's Policy, subject only to the Permitted Exceptions.

**10.2.4 Possession of the Property.** Delivery by Seller of possession of the Property, subject to the Permitted Exceptions, the rights of the tenant under the Billboard Lease and Seller's rights as the tenant under the "Leaseback Lease" (hereinafter defined).

## ARTICLE XI. CLOSING

**11.1 Purchaser's Closing Obligations.** Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller at Closing the following:

**11.1.1** The balance of the Purchase Price, after all adjustments are made at the Closing as herein provided, by wire transfer or other immediately available federal funds, which amount shall be received in escrow by the Title Company at or before Noon Kansas City, Missouri time on the Closing Date.

**11.1.2** A general assignment and bill of sale substantially in the form attached hereto as Exhibit E (the "**General Assignment**"), duly executed by Purchaser.

**11.1.3** The Leaseback Lease, duly executed by Purchaser.

**11.1.4** Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement, including, without limitation, a closing statement executed by Purchaser and any certificate of value or similar instrument required under applicable law.

**11.2 Seller's Closing Obligations.** Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser the following:

**11.2.1** A Special Warranty Deed (the “**Deed**”), in the form attached hereto as Exhibit D, duly executed by Seller and notarized.

**11.2.2** The General Assignment, duly executed by Seller.

**11.2.3** The Leaseback Lease, duly executed by Seller.

**11.2.4** A certificate substantially in the form attached hereto as Exhibit F (“**Non-foreign Entity Certification**”) certifying that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, duly executed by Seller.

**11.2.5** If elected by Purchaser pursuant to Section 10.2.2, a copy of the notice of termination (or other reasonable evidence) indicating that the Billboard Lease has been terminated effective as of the date agreed upon by Purchaser and Seller.

**11.2.6** The following items: (a) a set of keys for all entrance door and spaces which may be locked (whether occupied or not) in the Improvements; (b) all original books, records, tenant files, operating reports, plans and specifications and other materials reasonably necessary to the continuity of operation of the Property; and (c) a closing statement executed by Seller.

## **ARTICLE XII. RISK OF LOSS.**

**12.1 Condemnation.** If, prior to the Closing Date, all or any portion of the Property is taken by condemnation or eminent domain, or is the subject of a pending taking which has not been consummated, or is destroyed or damaged by fire or other casualty, Seller shall notify Purchaser of such fact promptly after Seller obtains knowledge thereof. If there is any such condemnation, Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than fifteen (15) days after receipt of Seller's notice, or the Closing Date, whichever is earlier. If this Agreement is terminated, the Deposit shall be returned to Purchaser and thereafter neither Seller nor Purchaser shall have any further rights or obligations to the other hereunder except with respect to the Surviving Termination Obligations. If this Agreement is not terminated, Seller shall assign, without recourse, and turn over to Purchaser all of the condemnation proceeds, as applicable, (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such condemnation, and (b) the parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price.

**12.2 Casualty.** If, prior to the Closing Date, all or any portion of the Property is destroyed or damaged by fire or other casualty, Seller shall notify Purchaser of such fact promptly after Seller obtains knowledge thereof; the Closing shall occur without abatement of the Purchase Price; Seller shall not be obligated to repair such damage or destruction and Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds net of any reasonable costs of repair and collection incurred by Seller (or, if such proceeds have not been awarded, all of Seller's right, title and interest therein less such costs of repair and collection).

### **ARTICLE XIII. DEFAULT**

**13.1 Default by Seller.** In the event the Closing and the transactions contemplated hereby do not occur as provided herein by reason of the default of Seller, Purchaser may elect, as the sole and exclusive remedy of Purchaser, to either (a) terminate this Agreement and receive the Deposit from the Escrow Agent together with Seller's reimbursement of Purchaser's actual third-party out-of-pocket costs incurred in connection with this Agreement, and in such event Seller and Purchaser shall not have any liability whatsoever to the other hereunder other than with respect to the Surviving Termination Obligations, or (b) enforce specific performance of Seller's obligations under this Agreement, without adjustment to, or credit against, the Purchase Price; provided that if an action for specific performance has not been filed within thirty (30) days after, Purchaser shall be deemed to have elected option (a) above. Notwithstanding the foregoing, nothing contained herein shall limit Purchaser's remedies at law or in equity as to the Surviving Termination Obligations.

**13.2 Default by Purchaser.** IN THE EVENT THE CLOSING AND THE TRANSACTIONS CONTEMPLATED HEREBY DO NOT OCCUR AS PROVIDED HEREIN BY REASON OF ANY DEFAULT OF PURCHASER, PURCHASER AND SELLER AGREE IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE, PURCHASER AND SELLER HEREBY AGREE A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT SELLER WOULD SUFFER IN THE EVENT PURCHASER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), A SUM EQUAL TO THE DEPOSIT. UPON SUCH DEFAULT BY PURCHASER, SELLER SHALL HAVE THE RIGHT TO RECEIVE THE DEPOSIT FROM THE ESCROW AGENT AS ITS SOLE AND EXCLUSIVE REMEDY AND THEREUPON THIS AGREEMENT SHALL BE TERMINATED AND NEITHER SELLER NOR PURCHASER SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER EXCEPT WITH RESPECT TO THE SURVIVING TERMINATION OBLIGATIONS. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL LIMIT SELLER'S REMEDIES AT LAW OR IN EQUITY AS TO THE SURVIVING TERMINATION OBLIGATIONS.

### **ARTICLE XIV. BROKERS**

**14.1. Brokers.** Purchaser and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other

compensation with respect to the transaction contemplated hereby other than Purchaser's broker, Gina M. Anderson of CBRE ("Broker"). Broker is representing only Purchaser in this transaction and Seller is not represented. Purchaser will be responsible for any commissions due to Broker pursuant to and in accordance with the terms of a separate agreement between Purchaser and Broker, but not otherwise. The Broker shall be paid only upon the Closing of the purchase and sale contemplated hereby pursuant to such separate agreement. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Seller by reason of any breach or inaccuracy of the Purchaser's (or its nominee's) representations and warranties contained in this Article XIV. Seller hereby agrees to indemnify, defend, and hold Purchaser harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Purchaser by reason of any breach or inaccuracy of Seller's representations and warranties contained in this Article XIV. Seller and Purchaser agree that it is their specific intent that no broker shall be a party to or a third party beneficiary of this Agreement or the Deposit, that no broker shall have any rights or cause of action hereunder, and further that the consent of a broker shall not be necessary to any agreement, amendment, or document with respect to the transaction contemplated by this Agreement. The provisions of this Article XIV shall survive the Closing and/or termination of this Agreement.

## **ARTICLE XV. CONFIDENTIALITY**

**15.1 Confidentiality.** Seller and Purchaser expressly acknowledge and agree that the transactions contemplated by this Agreement, the Documents that are not otherwise known by or readily available to the public and the terms, conditions and negotiations concerning the same shall be held in the strictest confidence by Seller and Purchaser and shall not be disclosed by Seller or Purchaser except as required by law and to each of their respective legal counsel, prospective lenders, prospective investors, surveyor, title company, broker, accountants, consultants, other agents, officers, partners, directors and shareholders (the "**Authorized Representatives**"), and except and only to the extent that such disclosure may be necessary for its performance hereunder. Seller and Purchaser each agree that they shall instruct (and will be responsible for the compliance of) each of their Authorized Representatives to maintain the confidentiality of such information and at the request of the other party, to promptly inform the other party of the identity of each such Authorized Representatives. Seller and Purchaser further acknowledge and agree that, unless and until the Closing occurs, all information and materials obtained by Seller and Purchaser in connection with the Property and this Agreement that are not otherwise known by or readily available to the public will not be disclosed by Seller or Purchaser to any third persons (other than to their respective Authorized Representatives) without the prior written consent of the other party. If the transaction contemplated by this Agreement does not occur for any reason whatsoever, Purchaser shall promptly destroy or return to Seller, and shall instruct its Authorized Representatives to destroy or return to Seller, all copies and return all originals of all documents and information provided to Purchaser. Nothing contained in this Section 15.1 shall preclude or limit either party from disclosing or accessing any information otherwise deemed confidential under this Section 15.1 in connection with the party's enforcement of its rights following a disagreement hereunder or in response to lawful process or

subpoena or other valid or enforceable order of a court of competent jurisdiction or any filings with Authorities required by reason of the transactions provided for herein. The provisions of this Section 15.1 shall survive any termination of this Agreement.

**ARTICLE XVI.  
MISCELLANEOUS**

**16.1 Notices.** Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible facsimile or email transmission sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile or email transmission, as of the date of the facsimile or email transmission provided that an original of such facsimile or email is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

To Purchaser:           Anderson Real Estate Services, L.L.C.  
4520 Main Street, Suite 600  
Kansas City, MO 64111  
E-mail: [Gina.Anderson@cbre.com](mailto:Gina.Anderson@cbre.com)  
Fax: \_\_\_\_\_

With a copy to:         Stanton Road Capital, LLC  
898 N. Sepulveda Blvd., Suite 500  
El Segundo, CA 90245  
Attention: Timothy T. Ronan, Jr.  
E-mail: [tronan@stantonroadcapital.com](mailto:tronan@stantonroadcapital.com)  
Fax: \_\_\_\_\_

With a copy to:         Ervin Cohen & Jessup LLP  
9401 Wilshire Blvd., 9th Floor  
Beverly Hills, CA 90212  
Attention: Albert C. Valencia  
E-mail: [avalencia@ecjlaw.com](mailto:avalencia@ecjlaw.com)  
Fax: \_\_\_\_\_

To Seller: Goodwill of Western Missouri and Eastern Kansas  
1817 Campbell Street  
Kansas City, Missouri  
Attention: Stefany Williams  
E-mail: [swilliams@mokangoodwill.org](mailto:swilliams@mokangoodwill.org)  
Fax: \_\_\_\_\_

With a copy to: Lewis Rice LLC  
1010 Walnut, Suite 500  
Kansas City, MO, 64106  
Attention: Paul B. Torline  
E-mail: [pbtorline@lewisricekc.com](mailto:pbtorline@lewisricekc.com)  
Fax: 816-472-2500

**16.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal, substantive laws in which the Property is located, without regard to the conflict of laws principles thereof.

**16.3 Headings.** The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

**16.4 Intentionally Omitted.**

**16.5 Business Days.** If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term “legal holiday” means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located.

**16.6 Counterpart Copies.** This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

**16.7 Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

**16.8 Assignment.** Purchaser may assign all of its interest in this Agreement on or before the Closing Date to any affiliate of Purchaser (a “**Purchaser Assignee**”) so long as Purchaser and Purchaser Assignee execute and deliver a commercially reasonable assignment and assumption agreement to Seller. Without limitation of the foregoing, no assignment by Purchaser shall relieve Purchaser of any of its obligations or liabilities pursuant to this Agreement.

**16.9 Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by

counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

**16.10 Entire Agreement.** This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

**16.11 Severability.** If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**16.12 Survival.** Except as otherwise specifically provided for herein or in any closing document (collectively, the “**Surviving Termination Obligations**”), the provisions of this Agreement and the representations and warranties herein shall not survive after the conveyance of title and payment of the Purchase Price but be merged therein.

**16.13 Exhibits.** Exhibits A through F attached hereto are incorporated herein by reference.

**16.14 Time.** Time is of the essence in the performance of each of the parties’ respective obligations contained herein.

**16.15 Limitation of Liability.** The obligations of Seller and Purchaser hereunder are binding only on Seller and/or Purchaser and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the partners, members, officers, directors, shareholders or beneficiaries of Seller or Purchaser, or of any partners, members, officers, directors, shareholders or beneficiaries of any partners or members of Seller or Purchaser, or of any of Seller’s or Purchaser’s employees or agents. All documents executed by Seller or Purchaser shall be deemed to contain (even if not expressly stated) the foregoing exculpation.

**16.16 Prevailing Party.** Should either party employ an attorney to enforce any of the provisions hereof, (whether before or after Closing, and including any claims or actions involving amounts held in escrow), the non-prevailing party in any final judgment agrees to pay the other party’s reasonable expenses, including reasonable attorneys’ fees and expenses in or out of litigation and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction. The provisions of this Section 16.16 shall survive Closing and/or any termination of this Agreement.

## **16.17 Escrow Agreement.**

**16.17.1 Instructions.** Purchaser and Seller each shall promptly deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Purchaser and Seller) with Escrow Agent, and, upon receipt of the Deposit from Purchaser, Escrow Agent shall immediately execute this Agreement where provided below. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Purchaser and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

**16.17.2 Real Estate Reporting Person.** Escrow Agent is hereby designated the “real estate reporting person” for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent’s duties as real estate reporting person.

**16.17.3 Liability of Escrow Agent.** The parties acknowledge that the Escrow Agent shall be conclusively entitled to rely, except as hereinafter set forth, upon a certificate from Purchaser and Seller as to how the Deposit (which, for purposes of this Section 16.17.3 shall be deemed to also include any other escrowed funds held by the Escrow Agent pursuant to this Agreement) should be disbursed. Any notice sent by Seller or Purchaser (the “**Notifying Party**”) to the Escrow Agent shall be sent simultaneously to the other noticed parties pursuant to Section 16.1 herein (the “**Notice Parties**”). If the Notice Parties do not object to the Notifying Party’s notice to the Escrow Agent within ten (10) days after the Notice Parties’ receipt of the Notifying Party’s certificate to the Escrow Agent, the Escrow Agent shall be able to rely on the same. If the Notice Parties send, within such ten (10) days, written notice to the Escrow Agent disputing the Notifying Party’s certificate, a dispute shall exist and the Escrow Agent shall hold the Deposit as hereinafter provided. The parties hereto hereby acknowledge that Escrow Agent shall have no liability to any party on account of Escrow Agent’s failure to disburse the Deposit if a dispute shall have arisen with respect to the propriety of such disbursement and, in the event of any dispute as to who is entitled to receive the Deposit, disburse them in accordance with the final order of a court of competent jurisdiction, or to deposit or interplead such funds into a court of competent jurisdiction pending a final decision of such controversy. The parties hereto further agree that Escrow Agent shall not be liable for failure of any depository and shall not be otherwise liable except in the event of Escrow Agent’s gross negligence or willful misconduct. The Escrow Agent shall be reimbursed on an equal basis by Purchaser and Seller for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the Deposit. The obligations of Seller with respect to the Escrow Agent are intended to be binding



only on Seller and Seller's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Seller, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Seller, or of any of Seller's employees or agents.

**16.18 No Recording.** Neither this Agreement nor any memorandum or short form hereof shall be recorded or filed in any public land or other public records of any jurisdiction, by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

**16.19 Waiver of Trial by Jury.** The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

**16.20 Right to Exchange Real Property.** Either party, through the use of a qualified intermediary, may transfer or acquire the Property through a tax free exchange, deferred exchange or reverse exchange of real property pursuant to Section 1031 of the Internal Revenue Code; provided, however (i) in no event shall any such exchange, or the exchanging party's inability to complete any such exchange, impair or otherwise affect the Closing Date, (ii) the non-exchanging party shall have no obligation or liability to the exchanging party or any other person or entity in any respect for any matters in connection with any such exchange other than payment of the Purchase Price in exchange for the conveyance to Purchaser of fee simple title to the Property by deed subject only to those matters permitted under this Agreement, and (iii) the exchanging party shall indemnify and hold the non-exchanging party harmless from and against any claims, actions, liability and expense in connection with each such exchange.

**16.21 Seller's Further Actions; Exclusivity.** Upon mutual execution and acceptance of this Agreement, Seller shall not enter into any agreement with any other potential purchaser to sell the Property pending timely Closing under this Agreement. From and after the Effective Date of this Agreement, Seller and its agents, representatives and employees shall immediately cease all marketing of the Property until such time as this Agreement is terminated and Seller shall not, directly or indirectly, make, accept, negotiate, entertain or otherwise pursue any offers for the sale of the Property. Seller shall work exclusively with Purchaser and negotiate in good faith with Purchaser with respect to the purchase and sale of the Property until this Agreement is terminated or the Closing occurs.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

SELLER:

GOODWILL OF EASTERN KANSAS AND  
WESTERN MISSOURI, a Missouri nonprofit  
corporation

By: \_\_\_\_\_  
Stefany Williams, President and CEO

PURCHASER:

ANDERSON REAL ESTATE SERVICES, L.L.C.,  
a Missouri limited liability company

By: \_\_\_\_\_  
Gina M. Anderson, Principal

**ESCROW AGENT JOINDER**

Escrow Agent hereby executes this Agreement for the sole purpose of acknowledging receipt of the Deposit and its responsibilities hereunder and to evidence its consent to serve as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **LIST OF EXHIBITS**

### **EXHIBITS**

Exhibit A	Legal Description
Exhibit B	Property Documents
Exhibit C	Permitted Exceptions
Exhibit D	Form of Special Warranty Deed
Exhibit E	Form of Bill of Sale and General Assignment
Exhibit F	Form of Non-Foreign Entity Certificate

**EXHIBIT A**  
**LEGAL DESCRIPTION**

{LR: 00284365.5 }  
15829.17:2992192.33

Exhibit A

## **EXHIBIT B**

### **PROPERTY DOCUMENTS**

1. Copies of the Billboard Lease and any amendments, guaranties, letters of credit, licenses, and letter agreements relating thereto.
2. Copies of all service and maintenance agreements, if any, and any amendments and letter agreements relating thereto.
3. Engineering, environmental and physical inspection reports generated by third parties in Seller's possession or control regarding the Property, including soil reports and maintenance records for mechanical equipment.
4. Copies of recent property tax bills and prior three years, assessor's statements of current assessed value, and appeals, if applicable.
5. Copies of utility bills for the past year.
5. Floor plans and site plan
6. Five year capital improvement budget and detail of capital improvements made over the past five years and a summary of year-end operating expenses relating to the Improvements for the last year.
7. Statement of insurance coverage by policy type, a list any claims against such policies over the past three years and copies of the actual insurance policies.
8. Copies of "as-built" plans and specifications including the actual floor area measurements and floor diagrams for the Property, plus detailed gross, rentable and usable floor area calculations for the building.
9. Any existing survey of the Property.
10. Copies of any warranty agreements in Seller's possession or control covering all real or personal property to be conveyed.
11. Copies of any approvals, permits and licenses from each governmental authority having jurisdiction over the Property as are necessary to permit the full use and occupancy of the Property. These shall include but not be limited to: environmental permits and approvals, certificate of completion, certificates of occupancy and evidence of compliance with applicable zoning and use regulations.
12. Copies of any non-recorded Owners' Association documents, reciprocal easement agreements, CC&R's and parking agreements affecting the Property, if any.
13. Copies of the last three years of billing statements for any such Owners' Association, if any.

## **EXHIBIT C**

### **PERMITTED EXCEPTIONS**

1. Real estate taxes and all general and special assessments applicable to the year of Closing (to the extent not fully paid at Closing) and subsequent calendar years.
2. Local, state and federal laws, ordinances or governmental regulations, including, but not limited to, building and zoning laws, ordinances and regulations, currently in effect relating to the Property.



**EXHIBIT D**

AFTER RECORDING RETURN TO:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

SPECIAL WARRANTY DEED

THE STATE OF \_\_\_\_\_ §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF \_\_\_\_\_ §

THAT, Goodwill of Eastern Kansas and Western Missouri, a Missouri nonprofit corporation (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by \_\_\_\_\_ (“Grantee”), whose mailing address is \_\_\_\_\_, Attention: \_\_\_\_\_, the receipt and sufficiency of such consideration being hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does SELL AND CONVEY unto Grantee that certain real property being more particularly described in Exhibit A, attached hereto and made a part hereof for all purposes, together with all improvements, structures and fixtures situated thereon (collectively, the “Property”); subject, however, to all matters of record, matters which would be disclosed by an accurate survey, taxes and assessments for 201\_\_ and all governmental laws, ordinances and regulations (collectively, the “Permitted Exceptions”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights, and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever, subject to the Permitted Exceptions; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

Grantor also conveys, without warranty of any kind, all right, title and interest of Grantor, if any, in and to any alleys, strips or gores adjoining the Property and any easements, rights of way or other interests in, on, under or to, any land, highway, street, road, right of way, open or proposed, in, on, under, across, in front of, abutting or adjoining the Property.

IN WITNESS WHEREOF, this instrument has been executed as of this \_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:

GOODWILL OF EASTERN KANSAS AND WESTERN MISSOURI, a Missouri nonprofit corporation

By: \_\_\_\_\_  
Stefany Williams, President and CEO

THE STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by a \_\_\_\_\_, on behalf of such

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Notary's name printed:

## **EXHIBIT E**

### **BILL OF SALE AND GENERAL ASSIGNMENT**

THIS BILL OF SALE AND GENERAL ASSIGNMENT (the "General Assignment") is made as of the day of \_\_\_\_\_, 2017 by: (i) Goodwill of Western Missouri and Eastern Kansas, a Missouri nonprofit corporation ("Seller"), and (ii) \_\_\_\_\_ ("Purchaser").

KNOW ALL MEN BY THESE PRESENTS:

Concurrently with the execution and delivery hereof, pursuant to a certain Agreement of Purchase and Sale dated \_\_\_\_\_, 2017 (the "Agreement") between Seller and Purchaser, Seller is conveying to Purchaser all of Seller's right, title and interest in and to the real property described on Exhibit A attached hereto and made a part hereof (the "Land") and in and to the building, parking areas and other structures and improvements located on the Land (collectively, the "Improvements") located in Kansas City, Jackson County, Missouri. The Land and the Improvements are hereinafter sometimes collectively referred to as the "Property."

It is the desire of Seller to hereby sell, assign, transfer, convey, set-over and deliver to Purchaser all of Seller's right, title and interest in and to the Assigned Property (as hereinafter defined).

1. Bill of Sale and Assignment.

Seller does hereby sell, assign, transfer, set-over and deliver unto Purchaser, its successors and assigns, with special warranty of title, all right, title and interest of Seller in and to:

a. All fixtures (if any) owned by Seller and located on the Property as of the date hereof (the "Fixtures");

b. Seller's interest, if any, in and to the service, equipment, supply and maintenance contracts (the "Contracts") listed on Schedule 1 attached hereto, and guarantees, licenses, approvals, certificates, permits and warranties relating to the Property, to the extent assignable (collectively, the "Intangible Property"); and

c. The Billboard Lease, together with any and all amendments, modifications or supplements thereto (the "Billboard Lease") subject, however to the rights of Seller set forth in the Agreement to rents under the Billboard Lease assigned hereby attributable to the period prior to the date hereof.

TO HAVE AND TO HOLD the Fixtures, the Trade Names, the Intangible Property, and the Billboard Lease (collectively, the "Assigned Property") unto Purchaser, its successors and assigns, forever.

2. Assumption/Indemnity.

Purchaser accepts as of the date hereof the foregoing assignment and assumes and agrees to be bound by and to perform and observe all of the obligations, covenants, terms and conditions to be performed or observed under the Assigned Property arising on or after the date hereof. Purchaser further agrees to indemnify Seller and hold Seller harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, the "Losses") asserted against or incurred by Seller by reason of or arising out of any failure by Purchaser to perform or observe the obligations, covenants, terms and conditions assumed by Purchaser hereunder arising in connection with the Assigned Property and related to the period on or after the date hereof. Seller agrees to indemnify Purchaser and hold Purchaser harmless from an against any and all Losses asserted against or incurred by Purchaser by reason of or arising out of any failure by Seller to perform or observe the obligations, covenants, terms and conditions assigned by Seller hereunder arising in connection with the Contracts and Billboard Lease and related to the period prior to the date hereof.

3. Exclusions from Personal Property.

It is hereby acknowledged by the parties that the Assigned Property shall not include existing claims relating to any real property tax refunds or rebates for periods accruing prior to the date hereof, and existing insurance claims for periods accruing prior to the date hereof.

4. Counterpart Copies.

This General Assignment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this General Assignment.

IN WITNESS WHEREOF, the parties have caused this General Assignment to be executed as of the date first written above.

SELLER:

GOODWILL OF EASTERN KANSAS AND  
WESTERN MISSOURI, a Missouri nonprofit  
corporation

By: \_\_\_\_\_  
Stefany Williams, President and CEO

PURCHASER:

\_\_\_\_\_

By: \_\_\_\_\_

**SCHEDULE 1**

**[List to be attached at Closing]**

**SCHEDULE 2**

**[List to be attached at Closing]**

**EXHIBIT F**

**NON-FOREIGN ENTITY CERTIFICATE**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by ("Transferor"), the undersigned hereby certifies on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is \_\_\_\_\_; and

3. Transferor's office address is: \_\_\_\_\_

\_\_\_\_\_

Transferor understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made within this certification could be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that he has examined this certification and that to the best of his knowledge and belief it is true, correct and complete, and the undersigned further declares that he has the authority to sign this document on behalf of the Transferor.

Dated: \_\_\_\_\_, 20\_\_

TRANSFEROR:

GOODWILL OF EASTERN KANSAS AND  
WESTERN MISSOURI, a Missouri nonprofit  
corporation

By: \_\_\_\_\_  
Stefany Williams, President and CEO