

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of April 20, 2022 (the “Effective Date”) by and between:

DST REALTY, INC., a Missouri corporation
333 W 11th Street, Suite 101
Kansas City, Missouri 64105

(“Seller”), and

JACKSON COUNTY, MISSOURI,
a first class constitutional charter county and political subdivision of the State of Missouri
415 E 12th Street
Kansas City, Missouri 64106

(“Purchaser”).

RECITALS

A. Defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

B. Purchaser desires to purchase the Property and Seller desires to sell the Property, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1 BASIC INFORMATION

1.1 Definitions of Certain Basic Terms. In addition to the defined terms set forth throughout this Agreement, the following defined terms shall have the meanings set forth:

1.1.1. **Purchase Price:** \$9,000,000.00

1.1.2. **Earnest Money:** \$100,000.00, including any interest earned thereon, to be deposited in accordance with Section 3.1.

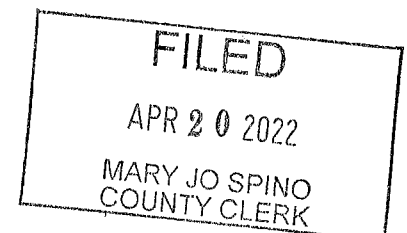
1.1.3. **Title Company:** First American Title Insurance Company, National Commercial Services, 1201 Walnut, Suite 700, Kansas City, MO 64106.

1.1.4. **Escrow Agent:** Title Company.

1.1.5. **Seller’s Broker:** Jones Lang LaSalle Americas, Inc.

1.1.6. **Property Information Delivery Date:** The date that is not more than five (5) business days after the Effective Date.

1.1.7. **Inspection Period:** ninety (90) days following the Effective Date.



1.1.8. **Closing Date:** the date specified by Purchaser by notice to Seller that is not more than twenty (20) calendar days following the last day of the Inspection Period.

1.1.9. **Transaction:** the transaction contemplated by the terms and provisions of this Agreement.

1.1.10. **Seller's Manager:** MC Realty Group, LLC, 114 W. 11th Street, Suite 200, Kansas City, Missouri 64105, Attn: Lee Whitman, Tel: (816) 499-8385, Email: lawhitman@mcrealtyus.com.

1.1.11. **Personal Property:** the Tangible Personal Property and the Intangible Personal Property.

1.1.12. **Property Taxes:** all real estate ad valorem taxes, general assessments, supplemental taxes and special assessments and all personal ad valorem taxes assessed against the Property conveyed to Purchaser pursuant to this Agreement, whether payable in installments or not.

1.2 Closing Costs. Closing costs shall be allocated and paid as follows:

Cost	Responsible Party
Title Commitment required to be delivered pursuant to Section 5.1	Seller
Premium for "extended coverage" form Title Policy required to be delivered pursuant to Section 5.4	Seller
Premium for any additional coverage and any endorsements to the Title Policy desired by Purchaser	Purchaser
Costs of a new Survey and/or any revisions, modifications or recertifications thereto	Purchaser
Costs for UCC Searches	Purchaser
Recording Fees	Seller
Any escrow fee charged by Escrow Agent for holding the Earnest Money or conducting the Closing	Purchaser ½ Seller ½
Costs of discharging monetary liens and/or encumbrances	Seller
Real Estate Sales Commission to Seller's Broker	Seller
All other closing costs, expenses, charges and fees per customary practice for commercial real estate transactions in Kansas City	

ARTICLE 2 **PROPERTY**

2.1. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following property (collectively, the "**Property**");

2.1.1. Real Property. The land generally located at 1300 Washington Street, and 1308 Pennsylvania Avenue, in Kansas City, Jackson County, Missouri being more particularly described in **Exhibit A** attached hereto (the “**Land**”), together with (a) all improvements located thereon, (the “**Improvements**”), (b) all rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining thereto, and (c) all right, title, and interest of Seller, if any, in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining the Land (collectively, the “**Real Property**”).

2.1.2. Tangible Personal Property. Subject to Section 2.1.4 below, all of Seller’s right, title and interest, without warranty or representation (except as to Seller’s ownership), in that certain equipment, machinery, furniture, furnishings, supplies and other tangible personal property, if any, now or hereafter located in or on the Real Property, including all personal property used in the operation or maintenance of any such of the Real Property, including 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 systems, fixtures and equipment, together with all floor coverings, storm windows and doors, screens and awnings, and keys (collectively, the “**Tangible Personal Property**”).

2.1.3. Intangible Personal Property. Subject to Section 2.1.4 below, all of Seller’s right, title and interest, if any, without warranty (except as to Seller’s ownership), in intangible personal property related to the Real Property and Tangible Personal Property, including, without limitation: the name of the Real Property and all trade names and trademarks associated with the Real Property; plans and specifications, other architectural and engineering drawings of the either the Real Property or the Improvements (as applicable), if any (to the extent assignable without cost to Seller); and service and operation manuals for the Property; and, to the extent assignable to Purchaser without cost to Seller, warranties and governmental permits, approvals and licenses (all of the items described in this Section 2.1.3 collectively referred to as the “**Intangible Personal Property**”).

2.1.4. Excluded Personal Property. Notwithstanding anything to the contrary contained herein, the Property shall not include any of the personal property described on the attached **Exhibit E**. Due to timing issues, the personal property identified as “**AT&T Equipment**” on Exhibit E may not be removed by the Closing Date, and in that event the parties agree that until September 1, 2022, Seller may, upon five (5) Business Days prior notice to Purchaser, have reasonable access to the Property to cause the removal of all of the AT&T Equipment from the Property, and that upon the commencement of such removal, the removal will be diligently prosecuted to completion. Seller agrees that any such removal of the AT&T Equipment shall in no way damage any telephone or data lines serving the Property and upon such removal of the AT&T Equipment, the telephone lines, data lines and/or telephone switch for the Property shall be left in good working order and in good useable condition. Seller shall cause any damage caused by such AT&T Equipment removal to be repaired within five (5) business days after its removal. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all third party liens, claims, causes of action, damages, liabilities and expenses for damage to persons or property arising out of Seller’s or AT&T’s actions permitted under this Section 2.1.4. Purchaser’s and Seller’s obligations under this Section 2.1.4 shall survive the Closing.

EARNEST MONEY

3.1. **Deposit and Investment of Earnest Money.** Within seven (7) Business Days following the Effective Date, Purchaser shall deposit the Earnest Money with the Escrow Agent. The Earnest Money shall be placed in an interest-bearing account, shall not be commingled with any funds of Escrow Agent or any other party, and all interest accrued thereon shall become part of the Earnest Money and shall be applied in accordance with Section 3.3 below.

3.2. **Form; Failure to Deposit.** The Earnest Money shall be in the form of a certified or cashier's check or the wire transfer to Escrow Agent of immediately available U.S. federal funds. If Purchaser fails to timely deposit all, or any portion of, the Earnest Money within the time period required, Seller may terminate this Agreement by written notice to Purchaser, in which event any Earnest Money that has previously been deposited by Purchaser with Escrow Agent (if any) shall be immediately delivered to Purchaser and thereafter the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

3.3. **Disposition of Earnest Money.** The Earnest Money shall be applied as a credit to the Purchase Price at Closing. However, if Purchaser elects to terminate this Agreement prior to the expiration of the Inspection Period pursuant to Section 4.4 below, Escrow Agent shall pay the entire Earnest Money to Purchaser one (1) Business Day following Escrow Agent's receipt of the Due Diligence Termination Notice from Purchaser. No notice to Escrow Agent from Seller shall be required for the release of the Earnest Money to Purchaser by Escrow Agent if Purchaser terminates this Agreement pursuant to Section 4.4. In the event of a termination of this Agreement by either Seller or Purchaser for any reason other than pursuant to Section 4.4, Escrow Agent is authorized to deliver the Earnest Money to the party hereto entitled to the Earnest Money pursuant to the terms hereof on or before the tenth (10th) Business Day following receipt by Escrow Agent, and the non-terminating party, of written notice of such termination from the terminating party, unless the non-terminating party hereto notifies Escrow Agent that it disputes the right of the other party to receive the Earnest Money. In such event, Escrow Agent may interplead the Earnest Money into a court of competent jurisdiction in Jackson County, Missouri. All attorneys' fees and costs and Escrow Agent's costs and expenses incurred in connection with such interpleader shall be assessed against the party that is not awarded the Earnest Money, or if the Earnest Money is distributed in part to both parties, then in the inverse proportion of such distribution. Upon the expiration of the Inspection Period, if this Agreement has not been previously terminated, the Earnest Money shall be non-refundable except as otherwise provided in this Agreement.

ARTICLE 4 **DUE DILIGENCE**

4.1. **Due Diligence Materials To Be Delivered.** Seller shall deliver to Purchaser (via any mutually agreed upon means, which includes but is not limited to electronic mail, or any agreed upon cloud based data room (collectively the "**Agreeable Distribution Means**") the following documents, to the extent that they exist and are in Seller's possession or reasonable control (collectively, the "**Property Documents**") on or before the Property Information Delivery Date:

4.1.1. Environmental Reports. A copy of any environmental reports or site assessments related to the Property prepared for the benefit of Seller or otherwise in Seller's possession;

4.1.2. Tax Appeals. A copy of any Property tax appeals for the calendar year of the Closing, and two (2) calendar years immediately preceding calendar year of the Closing;

4.1.3. Title and Survey. A copy of all surveys of the Property in Seller's possession or control; and

4.1.4. Operating Expense. Historic operating expense information for the calendar year of the Closing and the two (2) years immediately preceding the calendar year of the year of the Closing.

4.1.5. Additional Property Information. Upon Purchaser's written request, Seller shall deliver to Purchaser by such Agreeable Distribution Means such additional information in Seller's possession and relating to the Property as deemed reasonably necessary by Purchaser in order to complete its inspection of the Property.

4.2. Physical Due Diligence; Inspection Period. Commencing on the Effective Date and continuing until the conclusion of the Inspection Period, Purchaser shall have reasonable access to the Property during normal business hours, upon appropriate notice to Seller, and Seller's Manager for the purpose of conducting any desired inspections or tests of the Property, as determined by Purchaser, including, without limitation, surveys and architectural, engineering, mechanical, structural, geotechnical and environmental inspections and tests, provided that Purchaser must provide Seller and/or Seller's Manager (as determined by Seller and communicated by notice to Purchaser) one (1) full Business Day's prior telephone or written notice of any such inspection or test, and with respect to any intrusive inspection or test (i.e., core sampling) Purchaser must first obtain Seller's prior written consent (which consent will not be unreasonably withheld, delayed or conditioned). Purchaser shall bear the cost of all such inspections or tests and shall be responsible for and act as the generator with respect to any wastes generated by those tests, which obligation shall survive the termination of this Agreement.

4.3. Invasive Test Inspection(s); Inspection Default. If Purchaser requires additional physically intrusive inspection(s) to be completed that is/are not within the scope of work previously approved by Seller, Purchaser shall follow the procedure set forth in Section 4.2 above to obtain approval of said additional work. All inspections shall be performed in compliance with all local, state and federal laws, rules and regulations, including, without limitation, any and all permits required thereunder, which permits shall be obtained by, and at the sole cost of, Purchaser. During the performance of any intrusive physical inspections, Purchaser shall promptly remove and properly dispose of all samples, substances and materials extracted from or generated by Purchaser at the Property and, upon the completion of the work, shall reinstate the Property to its original condition, which reinstatement includes, but is not limited to, the removal or permanent closure of all Purchaser-installed monitoring wells and the removal of all equipment and materials used or generated during the inspection work. If the Transaction does not proceed to Closing, and

Purchaser fails to perform or cause such restoration and/or removal, and such failure shall continue for thirty (30) days following the date upon which Seller provides Purchaser with written notice demanding the cure thereof, or if the nature of such restoration is such as cannot reasonably be completed within such thirty (30) day period, then if Purchaser fails to commence such restoration within such thirty (30) day period or thereafter fails to diligently and continuously pursue such restoration, Seller may perform, or cause to be performed, such restoration and/or removal work, and Purchaser shall reimburse Seller for all the reasonable and actual out-of-pocket costs and expenses thereof within thirty (30) days following Seller's presentation of reasonably detailed invoices or bills with respect thereto. Purchaser shall pay to Seller the reasonable and actual out of pocket amounts expended by Seller to restore the Property to substantially the condition prior to Purchaser's inspection(s). The parties agree that the terms and provisions of this Section 4.3 shall survive the termination of this Agreement.

4.4. Due Diligence/Termination Right. Purchaser shall have through the last day of the Inspection Period in which to (a) examine, inspect, and investigate the Property Documents and the Property and, in Purchaser's sole and absolute judgment and discretion, determine whether the Property is acceptable to Purchaser, (b) obtain all necessary internal approvals, and (c) satisfy all other contingencies of Purchaser, all as determined in Purchaser's sole and absolute discretion. Notwithstanding anything to the contrary in this Agreement, Purchaser may terminate this Agreement for any reason or no reason by giving written notice of termination to Seller and Escrow Agent (the "**Due Diligence Termination Notice**") on or before the last day of the Inspection Period. If Purchaser does not give a Due Diligence Termination Notice on or before the last day of the Inspection Period, this Agreement shall continue in full force and effect, and Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 4.4, and Purchaser shall be deemed to have acknowledged that it has received or had access to all Property Documents and conducted all inspections and tests of the Property that it considers important.

4.5. Return/Destruction of Documents and Reports. As additional consideration for the transaction contemplated herein, should Purchaser terminate this Agreement pursuant to Section 4.4, Purchaser shall provide to Seller, promptly following such termination, any copies of all third party reports, investigations and studies, other than economic analyses (collectively, the "**Reports**" and, individually, a "**Report**") prepared for Purchaser in connection with its due diligence review of the Property, including, without limitation, any and all Reports involving structural or geological conditions, environmental, hazardous waste or hazardous substances contamination of the Property, if any. Purchaser's obligation to deliver the Property Documents and the Reports to Seller shall survive the termination of this Agreement.

4.6. Use of Property Documents. Purchaser acknowledges that the Property Documents will be delivered to Purchaser to assist Purchaser in determining the feasibility of purchasing the Property. Prior to Closing, Purchaser shall not use the Property Documents for any purpose other than as set forth in the preceding sentence. Purchaser acknowledges that, except as expressly set forth in this Agreement, Seller has not made and does not make any warranty or representation regarding the truth, accuracy or completeness of the Property Documents or the source(s) thereof. Purchaser further acknowledges that some, if not all, of the Property Documents were prepared by third parties other than Seller. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such

information, or for omissions from the Property Documents, or in any other written or oral communications transmitted or made available to Purchaser. Purchaser shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental or economic condition. Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the Property Documents and are providing the Property Documents solely as an accommodation to Purchaser.

4.7. Purchaser's Responsibilities. In conducting any inspections, investigations or tests of the Property and/or Property Documents, Purchaser and its agents and representatives shall use commercially reasonable efforts to: (a) not interfere with the operation and maintenance of the Property; (b) not damage any part of the Property or any personal property located therein, if disturbance of such property is required as part of such inspection, investigation or test, promptly restore such property as nearly as practicable to its condition prior thereto in accordance with the terms of this Agreement; (c) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees; (d) comply with all applicable laws; (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 Real Property by reason of the exercise of its rights hereunder; and (g) repair any damage to the Real Property resulting from any such inspection or tests in accordance with the terms of this Agreement; Purchaser's obligations under this Section 4.7 shall survive the termination of this Agreement.

4.8. Purchaser's Agreement to Indemnify. To the extent permitted by law, Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all third party liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) for damage to persons or property arising out of Purchaser's inspections or tests permitted under this Agreement. Purchaser's obligations under this Section 4.8 shall survive the termination of this Agreement and the Closing.

4.9. Environmental Studies; Seller's Right to Terminate. As additional consideration for the transaction contemplated in this Agreement, Purchaser shall provide to Seller, within a reasonable time following Seller's request thereof, copies of any and all reports, tests or studies involving contamination of or other environmental concerns relating to the Property; provided, however, Purchaser shall have no obligation to cause any such tests or studies to be performed on the Property. Seller acknowledges that Purchaser has not made and does not make any warranty or representation regarding the truth or accuracy of any such studies or reports. Notwithstanding Section 4.8 above, Purchaser shall have no liability or culpability of any nature as a result of having provided such information to Seller or as a result of Seller's reliance thereon or arising out of the fact that Purchaser merely conducted such tests or studies, so long as Purchaser's actions do not aggravate any pre-existing liability of Seller. In the event that such reports, tests or studies indicate the existence or reasonable potential existence, of any contamination of any portion of the Property that is not disclosed in the Property Documents, then Purchaser may terminate this Agreement by giving written notice to Seller within ten (10) Business Days after Purchaser has provided Seller with copies of such reports, tests or studies, whereupon the Earnest Money shall be returned to Purchaser, the parties shall have no further obligations hereunder except for obligations that expressly survive the termination hereof.

4.10. Seller Cooperation. Subject to the provisions of Section 4.7 above, Purchaser or Purchaser's representatives may meet with any governmental authority for the purpose of gathering information in connection with the Transaction, re-zoning requirements, site plan approval(s) or tax abatement and other economic incentives, in Purchaser's sole discretion. The Seller agrees to reasonably cooperate with Purchaser in any requests of the foregoing, provided that Seller shall be under no obligation to spend any money, or hire any consultants or other professionals in furtherance of such cooperation.

ARTICLE 5

TITLE AND SURVEY

5.1. Title Policy. Seller will furnish to Purchaser, at Seller's cost, an Owner's Title Insurance Policy in the amount of the purchase price, issued by the Title Company, insuring a merchantable fee simple title in Purchaser as of the date of the recording of the deed. Attached as Exhibit B is a title insurance commitment for the Transaction issued by the Title Company (the "**Commitment**"). Also attached, as Exhibit C is a pro forma title policy, including endorsements, provided by the Title Company in anticipation of a Closing to occur. Except as otherwise provided in this Agreement, Seller will, at Seller's cost, cause the Title Company to issue to Purchaser at Closing an Owner's Title Policy in the form of the Pro Forma Title Policy, with dates completed, no new exceptions, and the endorsements attached, and otherwise in conformance with the Commitment.

5.2. Survey. Purchaser may elect to obtain a new survey or revise, modify, or re-certify an existing survey ("**Survey**").

5.3. New Encumbrances. Seller will use commercially reasonable efforts to cause Title Company to deliver to Purchaser an updated commitment to issue the policy (the "**Updated Commitment**") at least five (5) Business Days and no more than ten (10) Business Days prior to Closing. If the updated Commitment discloses any new encumbrance or matter for exception, or if at any time prior to Closing, Purchaser is made aware, by notice or otherwise, of any title encumbrances or survey matters that may adversely affect Purchaser's title or use of the Property or that would not be reasonably acceptable to either an institutional lender or Purchaser, that is not disclosed in the Commitment (or as to which Purchaser has not previously been deemed to waive objection under the terms of this Section 5.3) (each a "**New Encumbrance**") Purchaser shall have the right to object to such New Encumbrance or New Encumbrances by giving written notice of any New Encumbrances to which Purchaser is objecting at any time prior to Closing, but not later than ten (10) Business Days after Purchaser's having received notice in the manner as herein provided of same. If Purchaser does not object to any New Encumbrance by giving timely written notice in the manner as herein provided, Purchaser shall be deemed to have waived any right to objection to such New Encumbrance. If Purchaser gives timely written notice of objection to any New Encumbrance as herein provided, the provisions of this Section 5.3 shall apply with respect thereto. Within ten (10) days after Seller's receipt of the notice of objections, Seller will deliver to Purchaser written notice specifying any of Purchaser's objections to title which Seller elects to correct. Seller will have until the Closing to have such objections corrected. If Seller does not elect to correct all of Purchaser's objections or Seller fails to deliver the required correction notice, Purchaser will have the right to terminate this Agreement and to recover the Earnest Money by

written notice to Seller delivered no later than ten (10) days after the deadline for Seller's delivery of the required correction notice. If Purchaser fails to terminate the Agreement within such time period, Purchaser shall be deemed to have waived any objections which Seller did not elect to correct. Seller shall not be obligated to correct any objections it does not elect to correct, provided that Seller agrees to correct any objections to title related to monetary liens. If all the objections which Seller elected to correct are not rectified by the Closing, Purchaser will have the right to (a) terminate this Agreement prior to the Closing and to recover the Earnest Money, or (b) waive any objections which have not been rectified, and accept such title as Seller is able to convey. At or before closing, Seller will execute and deliver to the title company a lien and possession affidavit in customary form required by the title company, such affidavit to be sufficient to cause the deletion of all "standard" or "general" exceptions to the title policy, the removal of which does not require an updated survey.

ARTICLE 6

OPERATIONS AND RISK OF LOSS

6.1. Ongoing Operations. From the Effective Date through the Closing Date:

6.1.1. Operation. Seller will continue to operate and utilize the Property in a substantially similar manner as Seller operated and utilized the Property prior to the Effective Date.

6.1.2. New Contracts. Seller will not enter into any contract that will be an obligation affecting the Property subsequent to the Closing, except contracts entered into in the ordinary course of business that are terminable without cause at or prior to the Closing.

6.1.3. Maintenance of Improvements; Removal of Personal Property. Subject to Sections 6.2 and 6.3, Seller shall maintain all Improvements substantially in its and their present condition (ordinary wear and tear and casualty excepted) and in a manner consistent with Seller's maintenance of the Improvements during Seller's period of ownership. Seller will not remove any Tangible Personal Property located at the Property as of the Effective Date, except as may be required for necessary repair or replacement, and replacement shall be of approximately equal quality and quantity as the removed item of Tangible Personal Property.

6.1.4. No Consensual Changes. From and after the Effective Date, to the extent Seller has the reasonable ability to withhold its authorization or approval, Seller shall not consent to, authorize or approve, without the consent of Purchaser (which consent shall not, during the Inspection Period, be unreasonably withheld, conditioned or delayed): (i) any change to any governmental approvals or any zoning or similar land use classification that would restrict the use of the Property as it is currently used, or (ii) any special assessments with respect to the Property.

6.2. Damage. If, prior to Closing, for any reason the Property is damaged by fire or other casualty, Seller shall estimate the cost to repair and the time required to complete repairs and will provide Purchaser with written notice of Seller's estimation (the "**Casualty Notice**") as soon as reasonably possible after the occurrence of the casualty.

6.2.1. Material. In the event of any Material Damage to, or destruction of, the Property or any portion thereof prior to Closing, Purchaser may, at its option, terminate this Agreement by delivering written notice to Seller on or before the expiration of thirty (30) days following the date Seller delivers the Casualty Notice to Purchaser (and if necessary, the Closing Date shall be extended to give the parties the full thirty (30) day period to make such election and to obtain insurance settlement agreements with Seller's insurers). Upon any such termination pursuant to this Section, as Purchaser's sole remedy, the Earnest Money shall be returned to Purchaser and the parties hereto shall have no further rights or obligations hereunder, other than those that by their terms survive the termination of this Agreement. If Purchaser does not terminate this Agreement within said thirty (30) day period, then Purchaser shall be deemed to have waived its right to terminate under this Section 6.2.1 and the parties shall proceed under this Agreement and close on schedule (subject to extension of Closing as provided above), and as of Closing, Seller shall assign to Purchaser, without representation or warranty by or recourse against Seller, all of Seller's rights in and to any resulting insurance proceeds due Seller as a result of such damage or destruction, pay to Purchaser the amount of any deductible and the amount by which the insurance proceeds are otherwise insufficient to complete the repairs, and Purchaser shall assume full responsibility for all needed repairs. For the purposes of this Agreement, "**Material Damage**" and "**Materially Damaged**" means damage which, in Seller's reasonable estimation, exceeds \$100,000.00 to repair.

6.2.2. Not Material. If the Property is not Materially Damaged, then neither party shall have the right to terminate this Agreement, and Seller shall, at its option, either (a) repair the damage before the Closing in a manner reasonably satisfactory to Purchaser (and if necessary, Seller may extend the Closing Date up to 30 days to complete such repairs), or (b) assign to Purchaser at Closing any insurance proceeds (or any claim for such insurance proceeds) available to Seller on the Closing Date on account of such damage (less any amounts expended by Seller in connection with the collection of such proceeds or any restoration), and pay to Purchaser the amount of any deductible. The payment will be in current funds or by credit in favor of Purchaser on the closing statements to be delivered at Closing.

6.2.3. Insurance. Seller shall maintain insurance on the Improvements in coverages and amounts substantially consistent with its current insurance coverage through the Closing Date.

6.3. Condemnation. If proceedings in eminent domain are instituted with respect to the Property or any portion thereof, Purchaser may, as its sole remedies and at its option, by written notice to Seller given within thirty (30) days after Seller notifies Purchaser in writing of such proceedings (and if necessary the Closing Date shall be automatically extended to give Purchaser the full thirty (30) day period to make such election), either: (a) terminate this Agreement, in which case the Earnest Money shall be immediately returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement, or (b) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. If Purchaser does not give Seller written notice

of its election within the time required above, then Purchaser shall be deemed to have elected option (b) above.

ARTICLE 7

CLOSING

7.1. Closing. The consummation of the Transaction (“**Closing**”) shall occur on the Closing Date remotely by an escrow closing or at the offices of Escrow Agent (or at such other location or by such other process as may be mutually agreed upon by Seller and Purchaser). Funds shall be deposited into and held by Escrow Agent in a closing escrow account with a bank satisfactory to both Purchaser and Seller. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct Escrow Agent to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

7.2. Conditions to Parties’ Obligation to Close. In addition to all other conditions set forth herein, the obligation of Seller, on the one hand, and Purchaser, on the other hand, to consummate the Transaction are conditioned upon the following:

7.2.1. Representations and Warranties. The other party’s representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and the Closing Date, except for representations and warranties made as of, or limited by, a specific date, which will be true and correct in all material respects as of the specified date or as limited by the specified date; if requested by the other party, each party agrees to provide the other at Closing a certificate confirming the representations and warranties as set forth in this subsection 7.2.1;

7.2.2. Deliveries. As of the Closing Date, the other party shall have tendered all deliveries to be made at Closing; and

7.2.3. Actions, Suits, Etc. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the other party that would materially and adversely affect that party’s ability to perform its obligations under this Agreement.

7.2.4. Default. There shall exist no default of any covenant or agreement of the other party under this Agreement.

7.2.5. Approval. Purchaser shall have approved the title of the Property, subject to Section 5.3, and shall have approved the condition of the Property within the Inspection Period.

7.2.6. Title Insurance. The Title Company shall have unconditionally agreed to issue an owner’s policy of title insurance to Purchaser in the form of the agreed upon Title Commitment.

So long as a party is not in default hereunder (a “**Performing Party**”), if any condition to the other party’s obligation to proceed with the Closing hereunder (a “**Non-Performing Party**”) has not been satisfied as of the Closing Date (or such earlier date as is provided herein), subject to any applicable notice and cure periods provided in Sections 10.2 and 10.3, such Performing Party may, in its sole discretion, terminate this Agreement by delivering written notice to the Non-Performing Party on or before the Closing Date (or such earlier date as is provided herein), whereupon the Earnest Money shall be provided to the Performing Party, or in the alternative, such Performing Party may elect to close (or to permit any such earlier termination deadline to pass) notwithstanding the non-satisfaction of such condition, in which event such Performing Party shall be deemed to have waived any such condition. In the event such Performing Party elects to close (or to permit any such earlier termination deadline to pass), notwithstanding the non-satisfaction of such condition, said Performing Party shall be deemed to have waived said condition, and there shall be no liability on the part of any Non-Performing Party hereto for breaches of representations and warranties of which the Performing Party electing to close had knowledge at or before the Closing.

7.3. Seller’s Deliveries in Escrow. On, or prior to, the Closing Date, Seller shall deliver in escrow to Escrow Agent the following:

7.3.1. Deed. A Missouri special warranty deed in the form of Exhibit D attached hereto, to Purchaser, properly executed and conveying marketable fee simple title to the Property free and clear of all liens and encumbrances whatsoever, except as otherwise permitted by this Agreement (the “**Deed**”);

7.3.2. Bill of Sale. A Bill of Sale in the form of Exhibit E attached hereto (the “**Bill of Sale**”), executed and acknowledged by Seller conveying the Personal Property to Purchaser in accordance with the terms of this Agreement.

7.3.3. Conveyancing or Transfer Tax Forms or Returns. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller pursuant to applicable state and local law in connection with the conveyance of the Real Property;

7.3.4. Authority. Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller, reasonably satisfactory to the underwriter of the Title Policy;

7.3.5. Owner’s Affidavit. An Owner’s Affidavit sufficient to provide the extended coverage Title Policy in the form agreeable to the Title Company and executed by Seller; and

7.3.6. Additional Documents. Any additional documents that Purchaser, Escrow Agent or the Title Company may reasonably require for the proper consummation of the Transaction or as are mutually agreed upon by Seller and Purchaser, each using their reasonable discretion.

7.4. Purchaser’s Deliveries in Escrow. On or prior to the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:

7.4.1. Conveyancing or Transfer Tax Forms or Returns. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the conveyance of the Real Property;

7.4.2. Authority. Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to the underwriter for the Title Policy; and

7.4.3. Additional Documents. Any additional documents that Seller, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

7.5. Closing Statements. On or prior to the Closing Date, Seller and Purchaser shall deposit with Escrow Agent executed closing statements consistent with this Agreement in the form required by Escrow Agent.

7.6. Purchase Price. Promptly on the Closing Date, Purchaser shall deliver to Escrow Agent the Purchase Price, less the Earnest Money to be applied to the Purchase Price, plus or minus applicable pro-rations, in immediate, same-day U.S. federal funds wired for credit into Escrow Agent's escrow account, which funds must be delivered in a manner to permit Escrow Agent to deliver good funds to Seller or its designee on the Closing Date (and, if requested by Seller, by wire transfer); in the event that Escrow Agent is unable to deliver good funds to Seller or its designee on the Closing Date, then the closing statements and related pro-rations will be revised as necessary.

7.7. Possession. Seller shall deliver possession of the Property to Purchaser at the Closing.

ARTICLE 8

PRORATIONS, DEPOSITS AND COMMISSIONS

8.1. Utilities. Seller and Purchaser shall take all steps necessary to effectuate the transfer of all utilities to Purchaser's name as of the Closing Date, and where necessary, Purchaser shall post deposits with the applicable utility companies. Seller shall ensure that all utility meters are read as of the Closing Date. Seller shall pay the final billings applicable to Seller's period of ownership directly to the appropriate utility companies and shall be entitled to recover any and all deposits held by any utility company as of the Closing Date other than Purchaser's deposits.

8.2. Closing Costs. Closing costs shall be allocated between Seller and Purchaser in accordance with Section 1.2.

8.3. Final Adjustment after Closing. If final bills are not available or cannot be issued prior to Closing for any item being prorated under Section 8.1, then Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as such bills are available, with final adjustment to be made as soon as reasonably possible after the Closing. Payments in connection with the final adjustment shall be due within 30 days of written notice. All such rights and obligations shall survive the Closing. If the parties make any errors in the Closing pro-rations or if

they subsequently determine any dollar amount prorated to be incorrect without dispute, each agrees, upon notice from the other after the Closing, to make any adjustment necessary to correct the error, including payment of any amount to the other then determined to be owing. The provisions of this Section 8.3 shall expire 180 days following the Closing, and neither party shall have any further right to insist on further pro-ration adjustment.

8.4. Commissions. Purchaser represents that, to Purchaser's knowledge, Purchaser has not dealt with any real estate broker or agent with respect to the Property or this Agreement other than Seller's Broker and its agents, and, to the extent permitted by law, agrees to indemnify and hold Seller harmless against the payment of any commission arising from the failure of this representation. Seller agrees to pay any commission payable to Seller's Broker under a separate agreement, and to any other real estate broker. Seller agrees to and does hereby indemnify and hold Purchaser harmless against the payment of any commission to any other person or entity claiming by, through or under Seller. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing.

8.5. Property Taxes. For clarity, the parties have agreed that Property Taxes shall not be prorated, and instead, Seller shall be responsible for all Property Taxes payable in respect of the calendar year 2021 and prior years and Purchaser shall be responsible for all Property Taxes payable in respect of 2022 and subsequent years.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

9.1. Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

9.1.1. Organization and Authority. Seller has been duly organized, is validly existing as a Missouri corporation, and is in good standing. Seller is the owner of the Property and has the full right, legal capacity, power and authority, and has obtained any and all consents required to enter into this Agreement, to convey the Property to Purchaser, to perform its other obligations under this Agreement, and otherwise to consummate or cause to be consummated the Transaction. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

9.1.2. Conflicts and Pending Actions. There is no agreement to which Seller is a party or, to Seller's knowledge, that is binding on Seller which is in conflict with this Agreement.

9.1.3. Seller or Property Violation. Seller has no knowledge of any violation by Seller or the Property of any law, order, regulation, restriction or requirement relating to the Property or its occupancy or operation.

9.1.4. Litigation Affecting Property. Seller has no knowledge of any claim, suit, action or legal, administrative, arbitration or other proceeding or governmental investigation, or any change in the zoning or building ordinances, affecting the Property, pending or threatened.

9.1.5. Notices from Governmental Authorities. Seller has not received from any governmental authority written notice of any violation of any laws applicable to the Real Property, or any part thereof, that has not been corrected, except as may be disclosed in writing to Purchaser.

9.1.6. Prohibited Persons and Transactions. To the best of its current and actual knowledge, neither Seller, nor any of its affiliates, nor any of their respective partners, members, shareholders or, to its knowledge other equity owners (with the caveat that Seller's ultimate parent company is an organization that is publicly traded on the NASDAQ exchange and therefore such statement does not extend to such entity's ownership), and, to its knowledge none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

9.1.7. Leases and Agreements. Seller has no knowledge of any leases, contracts, agreements or commitments affecting the Property or its use which extend beyond the Closing Date.

9.1.8. Litigation. Seller has not received written notice of any litigation or administrative agency or governmental proceeding (including, without limitation, any condemnation or eminent domain proceeding or arbitration proceeding) pending with respect to the Property or that would adversely affect the value of the Property or Seller's ability to consummate the Transaction with respect to Seller.

9.1.9. Environmental Matters. Except as may be disclosed in Environmental Reports delivered to Purchaser as Property Documents, Seller has no knowledge of any condition of the Property or of any substance located on, in, under or near the Property (including any asbestos or any hazardous material) which might endanger the health of occupants of the Property, or which could lead to liability of the owner of the Property for damages or clean-up or remediation costs under any federal, state or local statutory or common law.

9.1.10. Seller's Notification. Seller agrees to notify Purchaser in writing upon Seller learning of any event or condition which occurs prior to Closing hereunder, which causes a material change in the truth of any of Seller's representations and warranties set forth in this Section 9.1, in which event, as its sole remedies, Purchaser shall have the right to either (i) terminate this Agreement by providing written notice thereof to Seller prior to the Closing, whereupon the Earnest Money shall be returned to Purchaser, and this Agreement shall have no further force or effect, or (ii) waive such representation and warranty and proceed to Closing, in which case Seller shall be forever released from any liability or claim related to such waived warranty and representation.

9.2. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

9.2.1. Organization and Authority. Purchaser has been duly organized and is validly existing as a political subdivision and first class charter county in the State of Missouri. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the Transaction. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

9.2.2. Conflicts and Pending Action. There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

9.3. Survival of Representations and Warranties. The representations and warranties set forth in this Article 9 are made as of the Effective Date and, except for representations and warranties made as of, or limited by, a specific date, which will be true and correct in all material respects as of the specified date or as limited by the specified date, are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing for a period of One Hundred Eighty (180) days from the Closing Date (the "**Survival Period**"). Terms such as "to Seller's knowledge," "to the best of Seller's knowledge" or like phrases mean the actual present and conscious awareness or knowledge of Vincent P. Dasta ("**Seller's Representative**"), without any duty of inquiry or investigation; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of Seller's Representative, or any other officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein. Said terms do not include constructive knowledge, imputed knowledge, or knowledge Seller or such persons do not have but could have obtained through further investigation or inquiry. No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller. Each party shall have the right to bring an action against the other on the breach of a representation or warranty or covenant hereunder or in the documents delivered by Seller at the Closing, but only on the following conditions: (1) the party bringing the action for breach first learns of the breach after Closing, and (2) neither party shall have the right to bring a cause of action for a breach of a representation or warranty or covenant unless the damage to such party on account of such breach (individually or when combined with damages from other breaches) equals or exceeds \$25,000.00, and then only to the extent of such excess. Neither party shall have any liability after Closing for the breach of a representation or warranty or covenant hereunder of which the other party hereto had knowledge or deemed knowledge as of Closing. Purchaser shall be "deemed to know" that any representation or warranty by Seller is untrue, inaccurate or incorrect to the extent that (i) Purchaser's County Administrator, Troy Schulte, has actual knowledge of information that is inconsistent with such representation or warranty by Seller, or (ii) any inconsistent fact or circumstance is disclosed by this Agreement, any documents executed by Seller for the benefit of Purchaser, the Property Documents, or the results of any reports or other examination, inspections,

tests, studies, analyses, appraisals, evaluations and/or investigations prepared for or by Purchaser or Purchaser's representatives in connection with Purchaser's due diligence with respect to the Property. Notwithstanding any other provision of this Agreement, any agreement contemplated by this Agreement, or any rights which Purchaser might otherwise have at law, equity, or by statute, whether based on contract or some other claim, Purchaser agrees that any liability of Seller to Purchaser will be limited to \$500,000.00. The provisions of this Section 9.3 shall survive the Closing. Any breach of a representation or warranty or covenant that occurs prior to Closing shall be governed by Article 10. No broker, agent, or party other than Purchaser is authorized to make any representation or warranty for or on behalf of Purchaser.

ARTICLE 10

DEFAULT AND REMEDIES

10.1. Events of Default Defined. For purposes of this Article 10, an “**Event of Default**” shall be deemed to exist if (i) if any of the conditions precedent to the performance of the obligations of a party have not been fulfilled and cannot be fulfilled on or prior to the Closing Date and have not been waived in writing; or (ii) if a material default shall be made by a party in the observance or in the due and timely performance of or compliance with any of the covenants and agreements herein contained that cannot be cured on or prior to the Closing Date and shall not have been waived in writing.

10.2. Seller's Remedies. If Purchaser fails to consummate the purchase of the Property pursuant to this Agreement or otherwise causes an Event of Default to exist with respect to its obligations at or prior to Closing for any reason except termination of this Agreement in accordance with its terms, and such Event of Default is not cured by the earlier of the 15th Business Day after written notice thereof from Seller or the Closing Date (except no notice or cure period shall apply if Purchaser fails to consummate the Transaction under circumstances where Purchaser otherwise would be obligated to close), Seller shall be entitled, as its sole remedy (except as provided in Sections 4.8 and 8.4 hereof), to terminate this Agreement and recover the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain. In the event of Purchaser's default or a termination of this Agreement, and further in the event that, in such instance, Purchaser or any party related to or affiliated with Purchaser is asserting any claim(s) or right(s) in and to the Property that would otherwise delay or prevent Seller from having clear, indefeasible and marketable title to the Property, then Seller shall have all remedies available at law or in equity in order for Seller to obtain clear, indefeasible and marketable title to the Property. If Closing is consummated, Seller shall have all remedies available at law or in equity with respect to the enforcement of any obligation of Purchaser that survives Closing under the express terms of this Agreement.

10.3. Purchaser's Remedies. If Seller fails to consummate the sale of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder at or prior to Closing for any reason except failure by Purchaser to perform hereunder, or if prior to Closing any one or more of Seller's representations or warranties are breached in any material respect, and such

default or breach is not cured by the earlier of the fifth (5th) Business Day after written notice thereof from Purchaser or the Closing Date (Purchaser hereby agreeing to give such written notice to Seller within two (2) Business Days after Purchaser first learns of any such default or breach by Seller except no notice or cure period shall apply if Seller fails to consummate the sale of the Property hereunder), Purchaser shall elect, as its sole remedies, either to (a) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing and recover the Earnest Money, (b) enforce specific performance to consummate the sale of the Property hereunder, or (c) waive said failure or breach and proceed to Closing without any reduction in the Purchase Price. Notwithstanding anything herein to the contrary, Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before thirty (30) days following the scheduled Closing Date or, having given such notice, fails to file a lawsuit asserting such claim or cause of action in the county in which the Property is located within six (6) months following the scheduled Closing Date. Purchaser's remedies shall be limited to those described in this Section 10.3 and Section 10.4 hereof. IN NO EVENT SHALL SELLER'S DIRECT OR INDIRECT PARTNERS, SHAREHOLDERS, MEMBERS, OWNERS OR AFFILIATES, ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON (COLLECTIVELY "**SELLER RELATED PARTIES**") THEREOF HAVE ANY LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

10.4. Attorneys' Fees. To the extent permitted by law, in the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such claims.

ARTICLE 11

DISCLAIMERS AND RELEASE

11.1. Disclaimers by Seller. Except as expressly stated in or by specific reference incorporated into this Agreement, it is understood and agreed that Seller and Seller's agents or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guarantees of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties, representations or guarantees as to (a) matters of title (other than Seller's special warranty of title to be contained in the Deed), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of hazardous materials in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any under-shoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building

entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of the Property Documents, (s) tax consequences, or (t) any other matter or thing with respect to the Property.

11.2. Sale "As Is, Where Is". Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey to Purchaser, and Purchaser shall accept the Property in its then current "AS IS, WHERE IS, WITH ALL FAULTS" condition, except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Purchaser at Closing. Except as expressly set forth in this Agreement, Purchaser has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information distributed with respect to the Property) made or furnished by Seller, Seller's Manager, or any other property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Purchaser represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Purchaser's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Purchaser will conduct such inspections and investigations of the Property as Purchaser deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate this Agreement prior to the expiration of the Inspection Period, Purchaser acknowledges that Seller has afforded Purchaser a full opportunity to conduct such investigations of the Property as Purchaser deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any hazardous materials on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, Purchaser shall have no claim against Seller for adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, that may not have been revealed by Purchaser's inspections and investigations and shall release Seller from any liability to it for any and all problems, conditions, losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever attributable to the Property, whether arising or accruing before, on or after the Closing

Date and whether attributable to events or circumstances that have heretofore or may hereafter occur. Purchaser hereby represents and warrants to Seller that: (a) Purchaser is represented by legal counsel (or had an opportunity to engage legal counsel and independently decided not to) in connection with the transaction contemplated by this Agreement; and (b) Purchaser is purchasing the Property for governmental, business, commercial, investment or other similar purpose and not for use as a residence. Purchaser waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

11.3. Seller Released from Liability. Purchaser acknowledges that it will have the opportunity to inspect the Property during the Inspection Period, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Property and adjacent areas as Purchaser deems necessary. Based upon the foregoing, Purchaser hereby FOREVER RELEASES AND DISCHARGES Seller from all responsibility and liability to Purchaser, including without limitation, liabilities under any Environmental Laws, regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of hazardous materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and hazardous materials on, under, adjacent to or otherwise affecting the Property). Purchaser further hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) it may have against Seller concerning the physical characteristics and any existing conditions of the Property. Upon Closing, Purchaser will thereafter have no claim against Seller by reason of adverse physical characteristics and conditions, including, without limitation, the presence of hazardous materials or other contaminants, that may not have been revealed by its investigation.

11.4. Purchaser Responsibility. Purchaser does not agree, and nothing in this Agreement shall be deemed to require, Purchaser to defend, indemnify, release, or hold harmless, or otherwise be responsible, to Seller or any Seller Related Parties, with respect to or in any regulatory investigation, action or proceeding commenced against Seller by any federal, state, or local regulatory authority, based on Seller's status as a former owner of the Property.

11.5. Survival. The terms and conditions of this Article 11 shall expressly survive the Closing, not merge with the provisions of any closing documents and shall be deemed incorporated into the Deed.

11.6. Integral Consideration. Purchaser acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price without the disclaimers and other agreements set forth above.

ARTICLE 12

MISCELLANEOUS

12.1. Parties Bound; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

12.2. Headings. The article, section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

12.3. Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

12.4. Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Missouri without regard to any conflict of laws principals.

12.5. Survival. Except for the provisions of this Agreement that are explicitly stated to survive the Closing (a) none of the terms of this Agreement shall survive the Closing, and (b) the delivery of the Purchase Price, the Deed and the other closing documents and the acceptance thereof shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Seller and Purchaser to be performed hereunder.

12.6. Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. All Exhibits hereto are incorporated herein by this reference for all purposes as if fully set forth herein.

12.7. Time. Time is of the essence in the performance of this Agreement.

12.8. Confidentiality.

12.8.1. Purchaser will not disclose Confidential Information to any third party. Purchaser will protect Confidential Information from both unauthorized use and unauthorized disclosure by exercising the same degree of care that is used with respect to information of its own of a similar nature, except that Purchaser must exercise at least reasonable care. Purchaser will maintain this duty of confidentiality until the expiration of the Disclosure Period. Purchaser has no obligation to protect information that is: (a) rightfully known to Purchaser before negotiations leading up to this Agreement; (b) independently developed by Purchaser without relying on

Confidential Information; or (c) part of the public domain or lawfully obtained by Purchaser from a third party not under an obligation of confidentiality. Purchaser may disclose Confidential Information to the extent required by law; but Purchaser must give Seller prompt written notice of the required disclosure sufficient to allow Seller to seek a protective order.

12.8.2. Notwithstanding any other provision of this Agreement, Seller acknowledges that Purchaser is a governmental entity subject to the provisions of Missouri's Sunshine Law with respect to open meetings and records, and that absent an applicable exemption, Confidential Information may be subject to disclosure pursuant to such law. Purchaser agrees that if it receives a records request pursuant to Missouri's Sunshine Law with respect to Confidential Information, it will promptly notify Seller of any such request and, if such request is received during the Disclosure Period, agrees to assert the exemption contained in Section 610.021(2) that permits withholding disclosure of documents related to purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor. Purchaser also agrees that all legislative sessions related to the discussion and approval of this Agreement during the Disclosure Period will occur in closed session. However, regardless of any other provision of this Agreement (but subject to Purchaser's agreement in this Section to assert the exemption contained in Section 610.021(2) that permits withholding disclosure of documents related to purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor), Seller and Purchaser agree that the interpretation of Missouri's Sunshine Law and its requirements rest with Purchaser and shall be made in its sole reasonable discretion.

12.8.3. "**Confidential Information**" under this Agreement means any information related to the Transaction, including, but not limited to related (i) trade secrets; (ii) financial information and pricing; (iii) business information, such as operations, planning, marketing interests, and products; and (iv) the terms of any agreement between Purchaser and Seller, and the discussions, negotiations, and proposals related to such agreements.

12.8.4. "**Disclosure Period**" under this Agreement means the period commencing upon the start of negotiations related to this Agreement and expiring on the Effective Date.

12.9. Incorporation of Exhibits, Schedules and Attachments. To the extent not already provided, all Exhibits, Schedules, Addendums, Riders and Attachments attached to this Agreement are incorporated herein as if fully set forth.

12.10. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following addresses:

Purchaser:

Jackson County, Missouri
415 E 12th Street, 2nd Floor
Kansas City, Missouri 64106
Attn: County Executive
Email: countyexecutive@jacksongov.org

Copies to:

Jackson County, Missouri
415 E 12th Street, 2nd Floor
Kansas City, Missouri 64106
Attn: County Administrator
Email: TSchulte@jacksongov.org

Jackson County, Missouri
415 E 12th Street, 2nd Floor
Kansas City, Missouri 64106
Attn: County Counselor
Email: counselor@jacksongov.org

And to:

Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Attn: E. Sid Douglas III
Email: sdouglas@gilmorebell.com

Seller:

DST Realty, Inc.
333 W. 11th Street, Suite 101
Kansas City, Missouri 64105
Attn: Christopher J. Lemke
Tel.: (816) 435-6403
Email: CJLemke@sscinc.com

Copies to:

DST Realty, Inc.
333 W. 11th Street, Suite 101
Kansas City, Missouri 64105
Attn: Tim W. Bahr
Tel.: (816) 843-6725
Email: TWBahr@sscinc.com

And to:

Stinson LLP
1201 Walnut, Suite 2900
Kansas City, Missouri 64106
Attn: Christopher Frantze
Tel.: (816) 691-3133
Email: chris.frantze@stinson.com

Any such notices shall, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (b) by overnight delivery using a nationally recognized overnight courier, (c) by personal delivery, (d) by facsimile transmission during normal business hours with a confirmation of receipt from the notified party via any method permitted under this Section, or (e) by electronic mail addressed to the electronic mail address set forth in this Section 12.10 for the party to be notified with a confirmation of receipt from the notified party via any method permitted under this Section. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notices given by Purchaser's legal counsel shall be deemed given by Purchaser and notices given by Seller's legal counsel shall be deemed given by Seller.

12.11. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction - to the effect

that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

12.12. Calculation of Time Periods; Business Day. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day. The last day of any period of time described herein shall be deemed to end at 5:00 p.m., local time, in the State of Missouri. As used herein, the term “**Business Day**” means any day that is not a Saturday, Sunday or legal holiday for national banks in the City of Kansas City, Missouri.

12.13. Execution in Counterparts. This Agreement may be executed in any number of original, electronic (e.g. .PDF, DocuSign, etc.) or facsimile counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

12.14. No Recordation. Without the prior written consent of Seller, to be provided or withheld in Seller’s sole and absolute discretion, there shall be no recordation of either this Agreement or any memorandum hereof, or any affidavit pertaining hereto, and any such recordation of this Agreement or memorandum or affidavit by Purchaser without the prior written consent of Seller shall constitute a default hereunder by Purchaser, whereupon Seller shall have the remedies set forth in Section 10.2 hereof. In addition to any such remedies, Purchaser shall be obligated to execute an instrument in recordable form releasing this Agreement or memorandum or affidavit, and Purchaser’s obligations pursuant to this Section 12.14 shall survive any termination of this Agreement as a surviving obligation. This Section 12.14 shall not apply to the recording of any lis pendens in connection with Purchaser's exercise of its rights in the event of a default hereunder by Seller pursuant to Section 10.3 hereof.

12.15. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.

12.16. Discharge of Obligations. Except those which are herein specifically stated to survive Closing, the acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every condition precedent and representation and warranty made by Seller herein, and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement.

12.17. No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party (other than successors and assigns authorized by Section 12.1) shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.


12.18. Reporting Person. Purchaser and Seller hereby designate the Title Company as the “reporting person” pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

12.19. Off Market. Seller agrees to cease negotiations with all other third parties for the sale or other transfer of the Property (including, but not limited to, option agreements, rights of first offer or refusal, and other similar agreements), to take the Property off the market and not enter into any new negotiations for the sale or other transfer of the Property (including, but not limited to, option agreements, rights of first offer or refusal, and other similar agreements) while this Agreement remains in force and effect.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

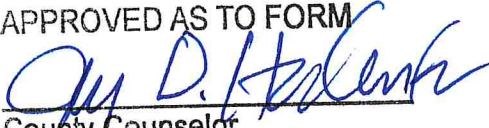
IN WITNESS WHEREOF, the Seller and Purchaser have executed this Agreement as of the Effective Date.

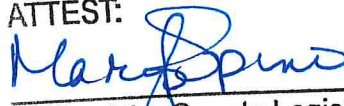
Purchaser: JACKSON COUNTY, MISSOURI, a Missouri political subdivision and first class constitutional charter county

By: 
Printed Name: Frank White Jr
Position: Jackson County Executive

Seller: DST REALTY, INC., a Missouri corporation

By: 
DocuSigned by: 349DF59E923E465...
Patrick J. Pedonti, Vice President and Treasurer

APPROVED AS TO FORM

County Counselor

ATTEST:

Clerk of the County Legislature

O. 5607

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$9,000,000.00 which is hereby authorized.

4-19-2022
Date


Director of Finance and Purchasing
Account No. 013-1404-58020 \$9,000,000.00

CT 140422003 000 ML

EXHIBIT A
LEGAL DESCRIPTION OF LAND

All of that certain real property located in Kansas City, Jackson County, Missouri being more particularly described as follows:

A. ARGUS BUILDING

TRACT 1:

LOT 1, UNITOG SUBDIVISION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:

LOTS 4 AND 5, BLOCK 3, BALIS PLACE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

B. 1308 PENNSYLVANIA

PARCEL 1:

ALL OF LOT 3, BLOCK 3, BALIS PLACE, AND THE NORTH HALF OF VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, EXCEPT THAT PART CONDEMNED FOR INTERSTATE ROUTES NUMBER 29 AND 35 BY THE CONDEMNATION SUIT FILED UNDER CASE NUMBER 133791, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 3, BALIS PLACE; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT AND THE PROLONGATION THEREOF, A DISTANCE OF 55 FEET TO A POINT 5 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID LOT, A DISTANCE OF 72.2 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 3, 8 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST THE DISTANCE OF 8 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 49, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF PENNSYLVANIA AVENUE 5 FEET NORTH OF THE SOUTH LINE OF THE ALLEY (NOW VACATED) ON THE SOUTH LINE OF BALIS PLACE; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID ALLEY, A DISTANCE OF 68.8 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF PENNSYLVANIA AVENUE 59 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 59 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
First American Title Insurance Commitment

 <p style="font-size: 1.2em; margin: 0;">Schedule A</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company National Commercial Services Issuing Office's ALTA® Registry ID: Commitment/File No: NCS-1057853-KCTY</p>
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SECOND AMENDMENT

**1300 Washington Street and 1308
 Pennsylvania, Kansas City, MO 64105**

SCHEDULE A

1. Effective Date: October 19, 2021, at 8:00 AM
2. Policy or Policies to be issued: POLICY AMOUNT
 - a. ALTA Owner's Policy of Title Insurance (6-17-06) \$ 9,000,000.00
 Proposed Insured: Jackson County, Missouri
 - b. ALTA Loan Policy of Title Insurance (6-17-06) \$ N/A
 Proposed Insured: N/A
3. The estate or interest in the Land described or referred to in this Commitment is
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 DST Realty, Inc., a Missouri corporation
5. The Land is described as follows:
 in the County of Jackson, State of Missouri, as described in Exhibit A attached hereto and made a part thereof.

If there are any questions concerning this Commitment, please contact:

John Gans at jgans@firstam.com

First American Title Insurance Company
 National Commercial Services
 1201 Walnut Street, Suite 700
 Kansas City, MO 64106
 (816)410-7911 phone

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Form 50015629 (2-21-19)	Page 4 of 10	ALTA Commitment for Title Insurance (8-1-16) Missouri
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 <p>First American</p> <p>Schedule BI & BII</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company National Commercial Services Issuing Office's ALTA® Registry ID: Commitment/File No: NCS-1057853-KCTY</p>
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SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If there has been construction, improvements or repairs to or on the property in the last 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing. If the property is 1-4 family residential, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the property is not 1-4 family residential, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.
6. In order to delete Exceptions 1, 5 and 6 on Schedule B - II, the Company requires a properly completed and executed Owner's Affidavit in a form that is acceptable to the Company.
7. In regard to DST Realty, Inc., we require the following:
 - A) Furnish a copy of the Certificate and Articles of Incorporation.
 - B) Furnish a Certificate of Good Standing from the Missouri, Secretary of State's office.
 - C) Furnish a resolution of the board of directors authorizing the proposed transaction and identifying the parties authorized to execute instruments necessary to close this transaction.

Upon review of these items we reserve the right to make further requirements.

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8. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.
9. If the recorder's office, assessment office, and/or courts are temporarily closed and not accessible we may need to do a remedial title search once said offices are open and accessible and we may have additional exceptions and requirements. If you wish to close the transaction and obtain a Title Policy notwithstanding the aforementioned closures, please let us know and we will consider the request. Please know that if we elect to issue a Title Policy it may include one of the following title exceptions:

[For Owner Policies] Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the [County of Recording], including, but not limited to, (i) an inability to search the Public Records after [Last Effective Date of Commitment], or (ii) any delay in recordation of [Vesting Title Document Name] in the Public Records.

[For Loan Policies] Any invalidity, unenforceability, lack of priority, defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the [County of Recording], including, but not limited to, (i) an inability to search the Public Records after [Last Effective Date of Commitment], (ii) any delay in recordation of the documents [Vesting Title Document Name] or] creating the lien of the Insured Mortgage in the Public Records, or (iii) any claim based on an assertion that the recording of the Insured Mortgage failed to be timely.

10. Prior to closing, verify that the Jackson County Recorder's Office is open, and you are able to record.

Jackson County Recorder of Deeds
(816) 881-1576
<https://www.jacksongov.org/267/Recorder-of-Deeds>

In the event of a cancellation, there will be a minimum charge of \$550.00.

CLOSING INFORMATION NOTE: If the closing for the Land is to be conducted by First American Title Insurance Company, we require all monies due to be in the form of a cashier's check or wire transfer. If the parties use a cashier's check in lieu of wired funds, it may take 24-48 hours to verify with the institution issuing the check that we have good funds. **We are unable to close until we receive this verification and THIS MAY DELAY CLOSING.**

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

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 <p>First American</p> <p>Schedule BI & BII (Continued)</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company National Commercial Services</p> <p>Issuing Office's ALTA® Registry ID:</p> <p>Commitment/File No: NCS-1057853-KCTY</p>
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SCHEDULE B, PART II**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the general taxes for the year 2022, and thereafter.

General, state, county and city taxes and assessments for the year 2021 in the amount of \$206,754.57 are DUE AND PAYABLE. Parcel No. 29-340-08-05-00-0-00-000 (Tract 1)

General, state, county and city taxes and assessments for the year 2021 in the amount of \$12,773.00 are DUE AND PAYABLE. Parcel No. 29-340-07-01-00-0-00-000 (Tract 2)

General, state, county and city taxes and assessments for the year 2021 in the amount of \$3,525.56 are DUE AND PAYABLE. Parcel No. 29-340-07-04-00-0-00-000 (Tracts 3 and 4)

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8. This item has been intentionally deleted.
9. Utility easements in the vacated alleys, as reserved in the following alley vacation ordinances, being Ordinance No. 25925, a copy of which was recorded in Book B-5410, Page 527, as Document No. B-380407, and Ordinance No. 26575, recorded in Book B-5452, at Page 328, as Document Number B-395133. (Tract 1)
10. Easements, if any, for public utilities, installed in, under or upon the vacated street and alleys prior to the vacation thereof, and for which no notice appears in the Office of the Recorder of Deeds. (Tract 1)
11. Easement granted to Kansas City Power & Light Company as described in the document recorded in Book K-3208, at Page 1736, as Document No. 98-K28797. (Tract 1)
12. Lack of direct access to Interstate Route 35, including the 13th Street Connection from the land, such right of access having been taken by the state of Missouri by condemnation Suit No. 665484, filed in the Circuit Court of Jackson County, Missouri, at Kansas City, as evidenced by the Report of Commissioners filed in Book K-87, at Page 1519, as Document No. K-37809. (Tract 2)
13. Certificate of Completion of Compliance recorded February 14, 2019 in Document No. 2019E0010738. (Tract 1)
14. Memorandum of Parking Easement between The Kansas City Southern Railway Company and SCOL, Inc., a Missouri corporation, recorded October 1, 2019, as Document No. 2019E0078938. (Tract 1)
15. Memorandum of Parking Easement between The Kansas City Southern Railway Company and DST Systems, Inc., a Missouri corporation, recorded October 1, 2019, as Document No. 2019E0078939. (Tract 1)
16. This item has been intentionally deleted.
17. Utility easement in the vacated alley herein described, reserved in Ordinance No. 111, vacating the same, a copy of which was recorded in Book B-1158, Page 356, as Document No. 673720. (Tracts 3 and 4)
18. Easements, if any, for public utilities, installed in, under or upon the vacated alley prior to the vacation thereof, and for which no notice appears in the Office of the Recorder of Deeds.
19. Abutters' rights of access to highways Interstate 35 and Interstate 29 and the interest in adjacent alleys, said rights and interest having been granted to the State of Missouri, acting through the State Highway Commission of Missouri in Book B-5738, Page 574, as Document Number B-496036. (Tract 4)
20. Abutters' rights of access and the interest in adjacent alleys condemned in Suit Number 133791, as evidenced by the Report of Commissioner filed January 22, 1965, in Book B-5767, Page 278, as Document Number B-506004. (Tract 3)
21. Easement granted to Kansas City Power and Light Company as described in the document recorded in Book K-717, Page 1036, as Document No. K-312105. (Tract 3)

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22. That part of Tract 4 condemned for highway right-of-way circa April 9, 1965 pursuant to the letter agreement to the Petition filed in the Circuit Court of Jackson County, Missouri under case number 665484, Tract No. 205-A, as shown on the Survey by Tuttle-Ayers-Woodward Co. dated September 15, 1992. (Tract 4)
23. Abutter's rights of access to that part of Tract 4 condemned for highway right-of-way circa April 9, 1965 pursuant to the letter agreement to the Petition filed in the Circuit Court of Jackson County, Missouri under case number 665484, Tract No. 205-A. (Tract 4)
24. This item has been intentionally deleted.
25. This item has been intentionally deleted.
26. This item has been intentionally deleted.
27. This item has been intentionally deleted.

NOTE: If any requirements shown on Schedule B-Section I of this Commitment are not complied with, then the requirement or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.

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 First American Exhibit A	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company National Commercial Services Issuing Office's ALTA® Registry ID: Commitment/File No: NCS-1057853-KCTY
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TRACT 1:

LOT 1, UNITOG SUBDIVISION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:

LOTS 4 AND 5, BLOCK 3, BALIS PLACE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 3:

ALL OF LOT 3, BLOCK 3, BALIS PLACE, AND THE NORTH HALF OF VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, EXCEPT THAT PART CONDEMNED FOR INTERSTATE ROUTES NUMBER 29 AND 35 BY THE CONDEMNATION SUIT FILED UNDER CASE NUMBER 133791, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 3, BALIS PLACE; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT AND THE PROLONGATION THEREOF, A DISTANCE OF 55 FEET TO A POINT 5 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID LOT, A DISTANCE OF 72.2 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 3, 8 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST THE DISTANCE OF 8 FEET TO THE POINT OF BEGINNING.

TRACT 4:

ALL THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 49, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF PENNSYLVANIA AVENUE 5 FEET NORTH OF THE SOUTH LINE OF THE ALLEY (NOW VACATED) ON THE SOUTH LINE OF BALIS PLACE; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID ALLEY, A DISTANCE OF 68.8 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF PENNSYLVANIA AVENUE 59 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 59 FEET TO THE POINT OF BEGINNING.

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Form 50015629 (2-21-19)	Page 10 of 10	ALTA Commitment for Title Insurance (8-1-16)
		Missouri

EXHIBIT C
First American Pro Forma Owner's Policy

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 Schedule A	First American Owner's Policy of Title Insurance ISSUED BY First American Title Insurance Company POLICY NUMBER 1057853 O
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Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

File No.: NCS-1057853-KCTY

Address Reference: 1300 Washington Street, 1308 Pennsylvania, Kansas City, MO 64105

Amount of Insurance: \$9,000,000.00

Date of Policy: Date and Time of Recording Premium: \$TBD
[Total Charge: TBD]

1. Name of Insured:

Jackson County, Missouri

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Jackson County, Missouri

4. The Land referred to in this policy is described as follows:

TRACT 1:

LOT 1, UNITOG SUBDIVISION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:

LOTS 4 AND 5, BLOCK 3, BALIS PLACE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 3:

ALL OF LOT 3, BLOCK 3, BALIS PLACE, AND THE NORTH HALF OF VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, EXCEPT THAT PART CONDEMNED FOR INTERSTATE ROUTES NUMBER 29 AND 35 BY THE CONDEMNATION SUIT FILED UNDER CASE NUMBER 133791, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 3, BALIS PLACE; THENCE SOUTH ALONG THE

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WEST LINE OF SAID LOT AND THE PROLONGATION THEREOF, A DISTANCE OF 55 FEET TO A POINT 5 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID LOT, A DISTANCE OF 72.2 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 3, 8 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST THE DISTANCE OF 8 FEET TO THE POINT OF BEGINNING.

TRACT 4:

ALL THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 49, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:


BEGINNING ON THE WEST LINE OF PENNSYLVANIA AVENUE 5 FEET NORTH OF THE SOUTH LINE OF THE ALLEY (NOW VACATED) ON THE SOUTH LINE OF BALIS PLACE; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID ALLEY, A DISTANCE OF 68.8 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF PENNSYLVANIA AVENUE 59 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 59 FEET TO THE POINT OF BEGINNING.

NOTICE: This is a pro-forma policy furnished to or on behalf of the party to be insured. It neither reflects the present status of title, nor is it intended to be a commitment to insure. The inclusion of endorsements as part of the pro-forma policy in no way evidences the willingness of the Company to provide any affirmative coverage shown therein.

There are requirements which must be met before a final policy can be issued in the same form as this pro-forma policy. A commitment to insure setting forth these requirements should be obtained from the Company.

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 <p>First American</p> <p>Schedule B</p>	<p>Owner's Policy of Title Insurance</p> <p>ISSUED BY First American Title Insurance Company</p> <p>POLICY NUMBER 1057853 O</p>
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File No.: NCS-1057853-KCTY

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. This item has been intentionally deleted.
2. This item has been intentionally deleted.
3. This item has been intentionally deleted.
4. This item has been intentionally deleted.
5. This item has been intentionally deleted.
6. This item has been intentionally deleted.
7. The lien of the general taxes for the year 2022, and thereafter.
8. This item has been intentionally deleted.
9. Utility easements in the vacated alleys, as reserved in the following alley vacation ordinances, being Ordinance No. 25925, a copy of which was recorded in Book B-5410, Page 527, as Document No. B-380407, and Ordinance No. 26575, recorded in Book B-5452, at Page 328, as Document Number B-395133. (Tract 1)
10. Easements, if any, for public utilities, installed in, under or upon the vacated street and alleys prior to the vacation thereof, and for which no notice appears in the Office of the Recorder of Deeds. (Tract 1)
11. Easement granted to Kansas City Power & Light Company as described in the document recorded in Book K-3208, at Page 1736, as Document No. 98-K28797. (Tract 1)
12. Lack of direct access to Interstate Route 35, including the 13th Street Connection from the land, such right of access having been taken by the state of Missouri by condemnation Suit No. 665484, filed in the Circuit Court of Jackson County, Missouri, at Kansas City, as evidenced by the Report of Commissioners filed in Book K-87, at Page 1519, as Document No. K-37809. (Tract 2)

Form 50084629 (6-21-21)	Page 8 of 9	ALTA Owner's Policy of Title Insurance (6-17-06) Missouri
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13. This item has been intentionally deleted.
14. Terms and provisions of the Parking Easement dated September 30, 2019, as evidenced by the Memorandum of Parking Easement between The Kansas City Southern Railway Company and SCOL, Inc., a Missouri corporation and the Memorandum of Parking Easement between The Kansas City Southern Railway Company and DST Systems, Inc. recorded October 1, 2019, as Document No. 2019E0078938. (Tract 1)
15. This item has been intentionally deleted.
16. This item has been intentionally deleted.
17. Utility easement in the vacated alley herein described, reserved in Ordinance No. 111, vacating the same, a copy of which was recorded in Book B-1158, Page 356, as Document No. 673720. (Tracts 3 and 4)
18. This item has been intentionally deleted.
19. Abutters' rights of access to highways Interstate 35 and Interstate 29 and the interest in adjacent alleys, said rights and interest having been granted to the State of Missouri, acting through the State Highway Commission of Missouri in Book B-5738, Page 574, as Document Number B-496036. (Tract 4)
20. Abutters' rights of access and the interest in adjacent alleys condemned in Suit Number 133791, as evidenced by the Report of Commissioner filed January 22, 1965, in Book B-5767, Page 278, as Document Number B-506004. (Tract 3)
21. Easement granted to Kansas City Power and Light Company as described in the document recorded in Book K-717, Page 1036, as Document No. K-312105. (Tract 3)
22. That part of Tract 4 condemned for highway right-of-way circa April 9, 1965 pursuant to the letter agreement to the Petition filed in the Circuit Court of Jackson County, Missouri under case number 665484, Tract No. 205-A, as shown on the Survey by Tuttle-Ayers-Woodward Co. dated September 15, 1992. Along with Abutter's rights of access to that part of Tract 4 condemned for highway right-of-way circa April 9, 1965 pursuant to the letter agreement to the Petition filed in the Circuit Court of Jackson County, Missouri under case number 665484, Tract No. 205-A. (Tract 4).
23. This item has been intentionally deleted.
24. This item has been intentionally deleted.
25. This item has been intentionally deleted.
26. This item has been intentionally deleted.
27. This item has been intentionally deleted.

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EXHIBIT D
FORM OF DEED

MISSOURI SPECIAL WARRANTY DEED

THIS MISSOURI SPECIAL WARRANTY DEED, dated _____, 2022, by and between

DST REALTY, INC., a Missouri corporation
333 W 11th Street, Suite 101
Kansas City, Missouri 64105

“Grantor”, and

JACKSON COUNTY, MISSOURI, a Missouri political subdivision and first
class constitutional charter county
415 E 12th Street, 2nd Floor
Kansas City, Missouri 64106
Attention: County Administrator

“Grantee”

WITNESSETH, That Grantor, in consideration of the sum of TEN DOLLARS, and other good and valuable consideration paid to Grantor by Grantee (the receipt and sufficiency of which are hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee’s successors and assigns, the real estate in the City of Kansas City Jackson County, Missouri, described as follows:

See **EXHIBIT A** attached to and by this reference incorporated into this deed;

SUBJECT TO: (a) easements, restrictions, reservations and declarations of record, if any, and (b) taxes and assessments, general and special, not now due and payable;

TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances, and immunities belonging or in any way appertaining to the premises, unto Grantee and Grantee’s successors and assigns forever; Grantor covenanting that the premises are free and clear from any encumbrance done or suffered by Grantor, except as provided above; and that Grantor will warrant and defend the title to the premises to Grantee and to Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor, except as provided above.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date written above.

DST REALTY, INC., a Missouri corporation

By: _____
Patrick J. Pedonti, Vice President, Treasurer

ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 2022, before me appeared **Patrick J. Pedonti**, to me personally known, who being by me duly sworn, did say that he is the Vice President, Treasurer, of **DST REALTY, INC.**, a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation,, and that said instrument was and signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Patrick J. Pedonti, acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public in and for said State

My Commission Expires:

EXHIBIT A to SPECIAL WARRANTY DEED
LEGAL DESCRIPTION

A. ARGUS BUILDING

TRACT 1:

LOT 1, UNITOG SUBDIVISION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:

LOTS 4 AND 5, BLOCK 3, BALIS PLACE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

B. 1308 PENNSYLVANIA

PARCEL 1:

ALL OF LOT 3, BLOCK 3, BALIS PLACE, AND THE NORTH HALF OF VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, EXCEPT THAT PART CONDEMNED FOR INTERSTATE ROUTES NUMBER 29 AND 35 BY THE CONDEMNATION SUIT FILED UNDER CASE NUMBER 133791, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 3, BALIS PLACE; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT AND THE PROLONGATION THEREOF, A DISTANCE OF 55 FEET TO A POINT 5 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID LOT, A DISTANCE OF 72.2 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 3, 8 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST THE DISTANCE OF 8 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 49, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF PENNSYLVANIA AVENUE 5 FEET NORTH OF THE SOUTH LINE OF THE ALLEY (NOW VACATED) ON THE SOUTH LINE OF BALIS PLACE; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID ALLEY, A DISTANCE OF 68.8 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF PENNSYLVANIA AVENUE 59 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 59 FEET TO THE POINT OF BEGINNING.

EXHIBIT E
FORM OF BILL OF SALE

BILL OF SALE

This BILL OF SALE (this "Bill of Sale") is made as of the ____ day of _____, 2022 (the "Effective Date"), by DST REALTY, INC., a Missouri corporation ("Seller"), to JACKSON COUNTY, MISSOURI, a Missouri political subdivision and first class constitutional charter county ("County").

1. For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, subject to Section 2 below, Seller hereby sells, transfers, assigns and conveys to County, the following:

a. Tangible Personal Property. All of Seller's right, title and interest in that certain equipment, machinery, furniture, furnishings, supplies and other tangible personal property, if any, located in or on that certain real property located in Kansas City, Jackson County, Missouri and being more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property"), including all personal property used in the operation or maintenance of any such of the Real Property, including 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 systems, fixtures and equipment, together with all floor coverings, storm windows and doors, screens and awnings, and keys ("Personalty").

b. Intangible Personal Property. All of Seller's right, title and interest, if any, without warranty, in intangible personal property related to the Real Property and Personalty, including, without limitation: the name of the Real Property and all trade names and trademarks associated with the Real Property; plans and specifications, other architectural and engineering drawings of the either the Real Property or the improvements on the Real Property (as applicable), if any (to the extent assignable without cost to Seller); and service and operation manuals for the Property; and, to the extent assignable to County without cost to Seller, warranties and governmental permits, approvals and licenses.

2. Excluded Personal Property. Notwithstanding anything to the contrary contained herein, Seller shall not sell, assign, transfer, convey or deliver to the County, and the County shall not purchase, and the Property shall not include any of the Seller's right, title and interest in the personal property described on the attached Exhibit B.

3. As set forth in Article 11 of the Purchase Agreement, which is hereby incorporated by reference as if herein set out in full, and except as set forth herein, the property conveyed by this Bill of Sale is conveyed by Seller and accepted by County AS IS, WHERE IS, AND WITHOUT ANY WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, IT BEING THE INTENTION OF SELLER AND COUNTY EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR

PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY CONVEYED HEREUNDER, OR BY ANY SAMPLE OR MODEL THEREOF, AND ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE MISSOURI UNIFORM COMMERCIAL CODE.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale as of the Effective Date.

SELLER: DST REALTY, INC., a Missouri corporation

By: _____
Patrick J. Pedonti, Vice President and Treasurer

Exhibit A Real Property
Exhibit B Excluded Personal Property

EXHIBIT A
Real Property

A. Argus Building

TRACT 1:

LOT 1, UNITOG SUBDIVISION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:

LOTS 4 AND 5, BLOCK 3, BALIS PLACE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

B. 1308 Pennsylvania

PARCEL 1:

ALL OF LOT 3, BLOCK 3, BALIS PLACE, AND THE NORTH HALF OF VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, EXCEPT THAT PART CONDEMNED FOR INTERSTATE ROUTES NUMBER 29 AND 35 BY THE CONDEMNATION SUIT FILED UNDER CASE NUMBER 133791, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 3, BALIS PLACE; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT AND THE PROLONGATION THEREOF, A DISTANCE OF 55 FEET TO A POINT 5 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID LOT, A DISTANCE OF 72.2 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 3, 8 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST THE DISTANCE OF 8 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 49, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF PENNSYLVANIA AVENUE 5 FEET NORTH OF THE SOUTH LINE OF THE ALLEY (NOW VACATED) ON THE SOUTH LINE OF BALIS PLACE; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID ALLEY, A DISTANCE OF 68.8 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF PENNSYLVANIA AVENUE 59 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 59 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
Excluded Personal Property

Certain communications equipment currently located within the Property that is owned by AT&T (the “**AT&T Equipment**”).

EXHIBIT F
EXCLUDED PERSONAL PROPERTY

Certain communications equipment currently located within the Property that is owned by AT&T (the “AT&T Equipment”).