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**COMMERCIAL EXCLUSIVE RIGHT TO REPRESENT
SELLER/LANDLORD CONTRACT
(Kansas Property)**

This Commercial Exclusive Right to Represent Seller/Landlord Contract between (Print) Spring Hill Land Partners, LLC SELLER / LANDLORD (collectively, "OWNER") and **Reece Commercial Inc., DBA Reece Commercial Real Estate ("BROKER")**, for the property described below:

1. The Property

- a. Legal Description: _____
(or, as described on the attached Exhibit A)
- b. Property Address, City, County, State, Zip Code: _____
704 S. Webster, Spring Hill, Kansas 66083
- c. General Property Description: 2.02 acres, Commercial Zoned property

(the "Property"). If a more accurate description of the Property is set forth in any contract or lease executed by OWNER and any prospect, or in any survey prepared pursuant to any contract or lease, then the more accurate description will be deemed to be incorporated into this Contract as the description of the Property. OWNER acknowledges that OWNER is responsible for providing BROKER with a legally accurate description of the Property.

2. Terms and Conditions of Sale/Lease [check applicable boxes]

OWNER desires to retain the services of BROKER to help OWNER sell and/or lease the Property. OWNER appoints BROKER as OWNER'S exclusive agent for the Term (described herein), under the terms and conditions set forth in this Contract, with the exclusive right to list and **[check all applicable boxes]** sell the Property, and/or lease the Property. This Contract is **EXCLUSIVE** for a period beginning 8-15, 2016 and ending at 11:59 p.m. on 8-15, 2017 inclusive unless terminated sooner by the BROKER. Except as otherwise provided herein, BROKER agrees to market the Property at BROKER'S cost and expense. **OWNER hereby warrants to BROKER that this is the one and only Right to Represent Seller/Landlord Contract in effect regarding the Property** and OWNER has the capacity to convey merchantable title to the Property and/or tenancy rights to the Property.

The Property is offered for sale for the Purchase Price of \$ 6 per sq. ft. on terms agreeable to OWNER.

NA Property is offered for lease at a Rental Rate of \$ _____ per _____ on _____ basis and under the following terms and other conditions: _____ . The terms and form of any lease agreement are the responsibility of the OWNER and any prospective tenant.

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47 **3. Listing Services.** OWNER authorizes BROKER to:

48

49 a. Cooperate and share the commission payable under this Contract with other brokers
50 including brokers who have been employed as Buyer agents, subagents, transaction brokers, or
51 designated agents, subject, where applicable, to authorization as otherwise provided in this Contract;

52 b. Submit pertinent information, including images when applicable, concerning the Property
53 to any listing service to which BROKER subscribes and to abide by the rules of the listing service;

54 c. Provide to listing services for dissemination to others, including the county appraiser if
55 required by law, timely notice of status changes affecting the Property, sales information, including price,
56 and other information concerning the Property for use of the members of such services, to compile
57 reliable statistics, and to establish market value for other properties. Report sales information about the
58 property, including the price at which the property sold, or is contracted to be sold, to commercial property
59 databases for dissemination to participants, subscribers, and other licensees or users of the database
60 compilation;

61 d. Obtain information on mortgages, liens and other encumbrances that may be reflected on
62 the condition of title to the Property;

63 e. Disseminate data about the Property and other information relating to the Property
64 supplied by, or on behalf of the OWNER, including creative works depicting the Property, such as images,
65 and any textual descriptions of the Property (collectively referred to as "Content"), to participants,
66 subscribers and other licensees or users of any commercial property database compilation;

67 f. Grant to the BROKER an irrevocable, perpetual, non-exclusive and fully sub-licensable
68 and assignable right (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative
69 works from, distribute, perform, and display any photographs, floor plans, architectural drawings, video
70 images, sounds, or other copyrightable material related to the Property ("Works"), and to incorporate any
71 such Works (in whole or in part) into other works in any form, media, or technology now known or later
72 developed;

73 g. This non-exclusive license shall survive the termination of this Contract for any reason
74 whatsoever. OWNER represents and warrants to BROKER that the license granted to BROKER for this
75 listing content does not violate or infringe upon the rights, including any copyright rights, or any person or
76 entity. OWNER acknowledges and agrees that all listing content is owned exclusively by BROKER, and
77 OWNER has no right, title or interest in listing content.

78

79 **4. Compensation.** OWNER agrees to pay BROKER a commission of [*check applicable boxes*]:

80 x If a Sale: a commission consisting of 6 % of the selling price. OWNER authorizes the
81 payment of the commission and other compensation to BROKER from OWNER'S proceeds at closing.
82 BROKER will offer a commission split of 50 % listing side and 50 % of selling side (50/50 if left
83 blank). If compensation to a selling Broker differs from what is stated in this Contract for any reason that
84 disclosure must be made in writing to OWNER by BROKER.

85

86 OWNER agrees any reduction of sales price in lieu of repairs will not reduce any commission owed to
87 BROKER. The commission is due and payable if BROKER or anyone else, including OWNER, produces
88 or finds a purchaser ready, willing, and able to purchase the Property at the price and terms offered now
89 or at the price and terms acceptable to OWNER at a later date. If the Property is not sold during the term
90 of this Contract but a sale is made directly or indirectly within 180 days *after* this Contract terminates to
91 anyone to whom the Property was shown or submitted during the term of this Contract and whose name
92 BROKER has submitted to in writing to OWNER either prior to or within 10 days from the expiration or
93 cancellation of this Contract, the Commission and other compensation is due and payable to BROKER.
94 OWNER will exclude all such names submitted from any subsequent listing. The terms "purchase" and
95 "sale" as used herein shall include any agreement to transfer all or a substantial part of OWNER'S
96 interest in the Property, including a Contract for deed, a Contract for sale or shared equity Contract. If
97 any such agreement does not have a selling price, the commission shall be based on the fair market

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98 value of the fee interest in the Property as of the effective date of such agreement. OWNER understands
99 and agrees that BROKER may be compensated by more than one party in the transaction.

100 NA If a Lease: a commission consisting of ____% of the total value of the lease; OR
101 \$_____. OWNER will cause the commission and other compensation to be paid to
102 BROKER on or before first day of tenant's occupancy at the property. If the Property is leased to a
103 prospect procured by a cooperating Broker, BROKER will offer a commission split
104 _____ (50/50 if left blank). If compensation to a cooperating Broker differs from what is
105 stated in this Contract for any reason that disclosure must be made in writing to OWNER by BROKER.
106
107

108 OWNER further agrees to pay BROKER the above described commission and other compensation if the
109 Property is leased by OWNER or any other party during the term of this Contract, or if the Property is
110 leased within 180 days *after* the expiration of this Contract to any party to whom the Property was shown
111 or submitted to and whose name BROKER has submitted to OWNER in writing prior to the expiration of
112 this Contract, or if the Property is transferred by reason of condemnation or threat thereof during the term
113 of this Contract. In the event the Property is sold during the term of any lease for which commissions and
114 other compensation are payable hereunder, OWNER agrees that the terms of such sale will include the
115 assumption by the purchaser of OWNER'S obligation to pay commissions and other compensation
116 hereunder. OWNER agrees that the commission and other compensation due BROKER is not
117 conditioned upon or subject to the tenant's subsequent fulfillment or completion of any lease terms
118 entered into with OWNER.
119

120 a. **renewal or extension.** Commissions and other compensation will also be paid by
121 OWNER to BROKER on all amounts paid to OWNER under any renewal, extension, expansion, lease or
122 other agreement if, pursuant to the terms of any lease executed by OWNER and a prospect for all or part
123 of the Property (the "Lease"), the prospect under the Lease: (i) exercises any right to renew or extend the
124 term of the Lease (whether such right is contained in the Lease or in any amendment, supplement or
125 other agreement); (ii) enters into a new lease or rental agreement with OWNER for part or all of the
126 Property; or (iii) enters into any lease, extension, expansion, renewal or other rental agreement with
127 OWNER demising to the prospect any premises or property located on or constituting any part of any
128 tract or parcel of real property owned by OWNER adjacent to the Property in the same building or project
129 as the premises covered by the Lease. The additional commissions and other compensation will be
130 computed on the same basis as provided above as if a new lease had been made for the additional
131 period of time and/or premises OR _____.

132 b. **sale to tenant.** If a tenant who was a prospect under this Contract, or the tenant's
133 successor or assigns, purchases the Property at any time, whether pursuant to a purchase option
134 contained in the Lease or otherwise, OWNER will pay to BROKER, at the closing of the sale, an
135 additional commission of _____ percent (____%) of the sale price, but BROKER will credit
136 against such additional commissions the amount of lease commissions previously paid, but unamortized,
137 to BROKER by OWNER.
138

139 5. OWNER Representations.

140
141 a. **Title.** OWNER: (i) is the sole fee simple owner of the Property; (ii) is authorized and has
142 the capacity to execute and deliver this Contract; (iii) has the right and authority to convey good and clear
143 title to the Property; and (iv) has the right and authority to sell and/or lease the Property. OWNER has
144 been informed of OWNER'S responsibility to provide prospects with evidence of clear title when called for
145 in a purchase contract. OWNER authorizes BROKER to order or procure title evidence through
146 Cofflet Title. Title to the property is vested in the name(s) of:
147 Spring Hill Land Partners, LLC.

148
149 b. **Legal Action.** OWNER shall notify Broker in writing if any actions are brought, or
150 OWNER receives any written notices pertaining to, any foreclosure, lien claims, litigation or condemnation
151 proceedings with respect to the Property or any part of the Property.

152 c. **Disclosures.** OWNER understands that under applicable State law, OWNER has a duty

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153 to disclose to prospective buyers/tenants facts known to the OWNER which may materially and adversely
154 affect the value of the Property, including but not limited to structural or mechanical defects and violations
155 of governmental laws, rules and regulations. Except as otherwise noted in writing by OWNER, to the best
156 of OWNER'S knowledge, there are no material, physical, structural or mechanical defects in the Property
157 and there are no hazardous substances, pollutants, or contaminants on the Property, the presence or
158 disposal of which is subject to federal, state or local environmental regulation, nor is there any equipment,
159 storage tank, container or structural element on the Property that contains or utilizes and has released or
160 could release, any such hazardous substance, pollutant or contaminant into the environment or the
161 interior of any building on the Property. BROKER highly advises OWNER prepare a written disclosure
162 form for prospective buyers/tenants and recommends that OWNER consult with legal counsel concerning
163 such disclosure requirements and the completion of any disclosure form.
164

165 **OWNER will provide all inspection, environmental and other third party reports, if any, and**
166 **authorizes BROKER to disclose such reports** and agrees to hold BROKER, its affiliated licensees and
167 employees, and all cooperating Brokers and their agents and employees harmless for any damages or
168 civil or criminal actions, and all claims, demands, suits, losses or expenses (including reasonable
169 attorney's fees) arising out of any misrepresentation, nondisclosure, or concealment by OWNER in
170 connection with the sale or lease of the Property including, without limitation, the inaccuracy of information
171 provided by OWNER for the preparation of the listing data, contained in any disclosure statement, or
172 otherwise provided or omitted in connection with the sale or lease of the Property. OWNER agrees to
173 thoroughly review the listing information prepared by BROKER and advise BROKER immediately of any
174 errors or omissions, including but not limited to the age of the Property, approximate square footage of the
175 Property or size of the land or lot. OWNER agrees that OWNER will personally assume all responsibility
176 for any claims made by a buyer/tenant before or after possession with respect to any errors or omissions
177 contained in the information provided to BROKER, and that BROKER will not be responsible in any
178 manner for any errors or omissions of OWNER.

179 **d. Cooperation.** OWNER will refer all inquiries about the Property to BROKER, and
180 OWNER will conduct negotiations with prospects through BROKER. In the event that OWNER fails to
181 refer any such offer or inquiry to BROKER and BROKER thereafter must collect the commission due from
182 any purchase or lease resulting from such offer or inquiry, OWNER agrees to reimburse BROKER for all
183 expenses related to such collection efforts, including reasonable attorney fees.

184 **e. Adherence to Applicable Law.** OWNER understands that it must comply with all
185 federal, state and local laws concerning fair housing and acknowledges that federal, state and local laws
186 prohibit discrimination in the sale of property based on race, color, religion, sex, disability, familial status
187 or national origin. OWNER cannot instruct BROKER to limit the sale of the Property based upon any of
188 the forgoing as BROKER is bound by such applicable laws and adheres to a strict policy of non-
189 discrimination.

190 **f. Placement of Signage and Entry onto Property.** OWNER agrees that BROKER may,
191 during the term of this Contract, place a "For Sale" or "For Lease" sign on the Property through the closing
192 of the sale or commencement of the lease. OWNER further authorizes BROKER to enter the Property at
193 reasonable times for the purpose of inspection, preview, or to show the Property to prospective
194 buyers/tenants or other brokers. In order to allow such access to the Property by BROKER, OWNER will
195 furnish BROKER with a key or access code to the Property. OWNER agrees to keep the Property and
196 the improvements thereon, fully insured until closing on a sale of the Property and to leave on, as
197 applicable, all utilities at the Property during the term of this Contract or until possession by a
198 buyer/tenant, whichever is later, unless otherwise provided in a contract or lease between OWNER and a
199 buyer/tenant.

200 **g. Deposits.** OWNER authorizes BROKER to accept a deposit to be applied against the
201 sale price or lease amount and to place that deposit into the escrow account maintained by BROKER or
202 with an escrow agent as agreed to by OWNER and BROKER. Such deposits will be held in the escrow
203 account until closing on a sale or commencement of a lease for the Property.

204 **h. Indemnity.** OWNER will indemnify, hold harmless and defend BROKER, BROKER'S
205 sales associates and employees against any liability and expense (including, but not limited to,
206 reasonable attorney's fees) due to: (i) acts of third parties; (ii) death of, or personal injury to, any person

207 on the Property; (iii) loss or damage to any personal or real property; (iv) vandalism, theft, accident or
208 casualty; (v) any incomplete, incorrect, misleading or inaccurate information furnished by OWNER about
209 the Property; (vi) concealment by OWNER of any material information about the Property; and (vii) any
210 other cause of damage or loss arising out of the marketing, showing, sale or lease of the Property, except
211 for BROKER'S gross negligence or willful misconduct.

212 i. **Expenses.** If agreed to, in writing, by OWNER and BROKER, OWNER will promptly
213 reimburse BROKER for, those expenses incurred by BROKER on behalf of OWNER in advertising and
214 marketing the Property, that are specifically authorized by OWNER, after receipt by OWNER of a written
215 statement of the authorized expense.
216

217 **6. Broker Representations.**

218
219 a. **Performance.** Perform the terms of this Contract, exercise reasonable skill and care for
220 OWNER, and promote the interests of OWNER with the utmost good faith, loyalty and fidelity **unless**
221 acting as a transaction broker and to assist with the closing of a sale of the Property or the
222 commencement of a lease for the Property.

223 b. **Price and Terms.** BROKER will seek a price and terms acceptable to OWNER for a sale
224 or lease of the Property

225 c. **Minimum Services.** Broker will provide, at a minimum, the following services: (i) accept
226 delivery of and present to OWNER all offers and counteroffers to sell OWNER'S Property; (ii) assist
227 OWNER in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that
228 relate to the offers and the counteroffers until a purchase agreement is signed and all contingencies are
229 satisfied or waived; and (iii) answer OWNER'S questions relating to the offers, counteroffers, notices, and
230 contingencies.

231 d. **Continuing Marketing Obligations.** BROKER will not be obligated to continue to
232 market the Property or present subsequent offers for sale or lease after an offer for sale or lease has
233 been accepted by OWNER, unless the pending sales contract or lease permits OWNER to continue to
234 market the Property and consider other offers for sale or lease until closing or lease commencement.

235 e. **Disclosures.** Broker will disclose to OWNER all adverse material facts actually known
236 by BROKER'S designated agent or agents about a prospective buyer/tenant. BROKER will disclose to
237 OWNER any facts known by BROKER'S designated agent or agents which are omitted from or contradict
238 any information included in a written report prepared by a qualified third party. BROKER will further
239 disclose to any prospective buyer/tenant all adverse material facts actually known by BROKER'S
240 designated agent or agents including but not limited environmental hazards affecting the Property,
241 material defects in the physical condition of the Property or title thereto, and any material limitation on
242 OWNER'S ability to perform under the terms of a sales contract or lease.

243 f. **Adherence to Applicable Law.** BROKER will comply with all applicable federal, state,
244 and local laws, rules and regulations, and ordinances, including fair housing and civil rights statutes and
245 rules and regulations.

246 g. **Confidentiality.** BROKER will keep all information about OWNER confidential unless:
247 disclosure is authorized under this Contract; disclosure is required by statute, rule or regulation; failure to
248 disclose would constitute a fraudulent misrepresentation; or disclosure is necessary under applicable law
249 to defend the BROKER or affiliated licensee against an action of wrongful conduct in an administrative or
250 judicial proceeding or before a professional committee.

251 h. **Accounting.** BROKER will account in a timely manner for all money and property
252 received in connection with this Contract and/or the Property.
253

254 **7. Brokerage Relationship Disclosure: OWNER acknowledges receiving the Real Estate**
255 **Brokerage Relationships Brochure at the first practical opportunity. The Kansas "Brochure" needs**
256 **to be read by all consumers. OWNER understands and agrees that BROKER can show the Property**
257 **and obtain offers from all prospective buyers/tenants, including buyers/tenants with whom BROKER has a**
258 **brokerage relationship. BROKER will notify OWNER and buyer/tenant of BROKER'S intention to**
259 **represent neither but to assist both the buyer/tenant and OWNER (Transaction Brokerage) or designate**
260 **an agent for the buyer/tenant and another to represent OWNER (Designated Agency).**

261
262 OWNER also understands and agrees that as part of the marketing of the Property, BROKER will
263 be showing buyers/tenants properties other than the Property and providing buyers/tenants with
264 information on selling/lease prices in the area. OWNER understands that BROKER may show alternative
265 properties not owned by OWNER to prospects and may list competing properties for sale without
266 breaching any duty or obligation to OWNER.

267
268 **a. Transactional Brokerage.** OWNER acknowledges that BROKER may have
269 buyer/tenant clients who have retained BROKER to represent them in the acquisition of property. If one of
270 these clients becomes interested in making an offer on the Property, BROKER would be in the position of
271 representing the buyer/tenant and OWNER in the same transaction. With the informed consent of both
272 OWNER and the buyer/tenant, BROKER may act as a Transaction Broker. As a Transaction Broker,
273 BROKER would assist the parties with the real estate transaction without being an agent or advocate for
274 the interests of either party. A Transaction Broker has the duty to perform the terms of any written or oral
275 agreement made with any party to the transaction; to exercise reasonable skill, care and diligence as a
276 Transaction Broker, including but not limited to: presenting all offers and counteroffers in a timely manner
277 regardless of whether the Property is subject to a Contract for sale or lease or a letter of intent; keeping
278 the parties fully informed regarding the transaction and suggesting that such parties obtain expert advice
279 as to material matters about which the Transaction Broker knows but the specifics of which are beyond
280 the expertise of such broker; accounting in a timely manner for all money and property received;
281 disclosing to each party to the transaction any adverse material facts of which the Transaction Broker has
282 actual notice or knowledge; and assisting the parties in complying with the terms and conditions of any
283 Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of the
284 Transaction Broker.

285
286 The following information will not be disclosed by a Transaction Broker without the informed consent of
287 the party or parties disclosing such information to the BROKER: (a) that a buyer/tenant is willing to pay
288 more than the purchase price/lease rate offered for the Property; (b) that an OWNER is willing to accept
289 less than the asking price or lease rate for the Property; (c) what the motivating factors are for any party
290 buying, selling or leasing the property; (d) that the OWNER or a buyer/tenant will agree to financing terms
291 other than those offered; (e) any confidential information about the other party, unless disclosure of such
292 information is required by law, statute, rules or regulations or failure to disclose such information would
293 constitute fraud or dishonest dealing. **(A separate Transaction Broker Amendment must be signed by
294 all parties when this arrangement is used).**

295
296 **b. Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has
297 been designated by BROKER, or BROKER'S authorized representative, to act as the agent of a
298 buyer/tenant represented by BROKER or an owner represented by BROKER to the exclusion of all other
299 affiliated licensees of BROKER. The use of a Designated Agent is an alternative to Transaction Broker. A
300 Designated Seller's Agent will perform all of the duties of a Seller's Agent. **If a Designated Agent is
301 appointed to represent OWNER, OWNER understands and agrees that:**

302
303 i. The Designated Agent will perform all of the duties of an OWNER'S Agent and will be
304 OWNER'S legal agent to the exclusion of all other licensees affiliated with BROKER. OWNER authorizes
305 BROKER to appoint additional designated agents as needed.

306 ii. Another licensee with the BROKER may act as a Designated Agent for a buyer/tenant in
307 the sale of the Property.

308 iii. The supervising broker (or branch broker, if applicable) will act as a Transaction Broker
309 and will not advocate for the interests of either party and will not, without prior consent of both parties,
310 disclose any information or personal confidences about a party which might place the other party at an
311 advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to
312 act in the transaction as a Transaction Broker.

313 iv. If the Designated Agent for OWNER is also the Designated Agent of a buyer/tenant who
314 is interested in purchasing the Property, the Designated Agent cannot represent both OWNER and

315 buyer/tenant. With the informed consent of both the OWNER and buyer/tenant, the Designated Agent
316 may act as a Transaction Broker and assist the parties with the real estate transaction without being an
317 agent or advocate for the interests of either party.

318 v. If a buyer/tenant who is represented by a Designated Agent of BROKER wants to see a
319 property which was personally listed by the supervising broker, the supervising broker, with the written
320 consent of OWNER, may specifically designate an affiliated licensee who will act as the Designated Agent
321 for OWNER.

322 vi. OWNER consents to the **Designated Agent** named herein to act as OWNER'S
323 designated Agent or as a **Transaction Broker** if such **Designated Agent** is also the **Designated Agent**
324 for the buyer/tenant, subject to both OWNER and buyer/tenant signing a Transaction Broker Amendment
325 with BROKER, which must be signed by OWNER prior to signing the contract or lease and a buyer/tenant
326 prior to writing an offer to purchase or lease of the Property.

327
328 c. **Sub-Agency.** A sub-agent is the agent of an agent. A sub-agent owes the same
329 obligations and responsibilities as the agent.
330

331 **8. Brokerage Relationships Confirmation.** Unless otherwise provided herein, the OWNER
332 authorizes the designated broker to cooperate with and compensate other designated brokers. OWNER
333 consents to a Designated Agency relationship. (**Supervising Broker acts as a Transaction Broker**);
334 OWNER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker
335 Addendum (Kansas requirement); OWNER consents to the appointment of a Designated Agent for a
336 Buyer in sale of the OWNER'S Property. OWNER is aware that BROKER does not offer Sub-Agency.
337

338 **9. Notice to Sellers Who Are Foreign Persons.** A seller who is a foreign person should consult an
339 attorney or accountant familiar with the Foreign Investment in Real Property Transactions Act (FIRPTA)
340 before entering into negotiations or contracts for the sale of property.

341 **10. Legal and Professional Advice.** BROKER suggests OWNER seek legal, tax, and other
342 professional advice relative to any real estate transaction. BROKER makes no representation or warranty
343 respecting the advisability of any transaction. BROKER is not an expert in matters relating to law, tax,
344 financing, surveying, structural or mechanical condition, hazardous material, engineering, or other
345 specialized topics. OWNER is encouraged to seek expert help in such areas. BROKER will cooperate
346 with experts engaged by OWNER, but BROKER shall have no liability to OWNER pertaining to such
347 matters.

348 **11. Transfer of Interest in Owner.** If OWNER is a corporation, limited liability company, partnership
349 or other entity and the Property constitutes substantially all of the assets of the OWNER, then a transfer of
350 a majority of the stock or other ownership interest in the entity will constitute a sale for purposes of this
351 Contract, and OWNER will pay the commission and other compensation to BROKER based on the value
352 of the consideration given for the ownership interest transferred.
353

354 **12. Governing Law.** This Contract will be governed by the laws of the State where the Property is
355 located.
356

357 **13. Legal Expenses.** The prevailing party in any legal proceeding brought in relations to this
358 Contract is entitled to recover from the other party, reasonable attorney's fees, pre-judgment interest as
359 allowed by law and all other costs of collection.
360

361 **14. Entire Agreement.** This Contract constitutes the entire agreement between the parties; any prior
362 agreements pertaining thereto, whether oral or written, have been merged and integrated into this
363 Contract. There shall be no modification of any of the terms of this Contract unless such modification has
364 been agreed to in writing, as provided for in this Contract.
365

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366 **15. Severability.** If any provision of this Contract is found by a Court to be invalid or unenforceable,
367 then the invalid or unenforceable provision will be deemed to be deleted from this Contract, and the
368 remainder of this Contract will continue to be valid and enforceable.
369

370 **16. Arbitration.** Any controversy or claim between the parties to this Contract, its interpretation,
371 enforcement or breach (which includes tort claims arising from fraud and fraud in the inducement), will be
372 settled by binding arbitration pursuant to administered by and under the rules of the American Arbitration
373 Association (AAA), or such other neutral arbitrator agreed to by the parties. This agreement to arbitrate
374 will construed and interpreted under the Federal Arbitration Act, 9 U.S.C. Section 1, et. seq. While either
375 party will have all the rights and benefits of arbitration, both parties are giving up the right to litigate such
376 claims and disputes in a court or jury trial. The results, determinations, findings, judgments and/or awards
377 rendered through such arbitration will be final and binding on the parties hereto and may be specifically
378 enforced by legal proceedings. Judgment on the award may be entered into any court having jurisdiction.
379

380 Neither party will be entitled to join or consolidate disputes by or against others in any arbitration, or to
381 include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration
382 in the interest of the general public or in any private attorney general capacity. For controversies and
383 claims that do not exceed the applicable jurisdictional limit of small claims court, either party may bring
384 such claims in small claims court in lieu of arbitration. Additional information and resources regarding the
385 use of arbitration may be found at www.adr.org.
386

387 **CAREFULLY READ ALL TERMS AND PROVISION ON ALL PAGES OF THIS CONTRACT AND**
388 **ATTACHMENTS BEFORE SIGNING. WHEN SIGNED, THIS IS A LEGALLY BINDING CONTRACT. IF**
389 **NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THIS CONTRACT CONTAINS**
390 **A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**
391

392 **BROKERAGE: Reece Commercial, Inc., DBA**

393 **Reece Commercial Real Estate**

394
395 By: James Moore 8-15-16
396 Designated Agent Date
397

398
399 Other Designated Agent(s) Date
400

401 11601 Granada Lane, Leawood, Kansas 66211
402 (913) 652-4300
403
404

405 The above listed DESIGNATED AGENT(S) is/are hereby appointed
406 as the only agent(s) of BROKER to represent the SELLER with
407 respect to the Property.

408 _____
409 Supervising or Branch Broker
410
411
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421

422

423 OWNER: Spring Hill Partners
424 LLC

425
426 Lee Cooper
427 By: _____

428 Lee Cooper
429 Name _____ Date _____

430 Title: Member 8-16-16
431

432 Address: _____

433 Phone Number: _____

434 Fax/Email: _____
435

Transaction/Matter Name: Spring Hill Partners, LLC