



For internal use only
PWR Auction ID: _____
KREC Transaction #: _____
Auction Manager: _____

**Purple Wave Realty, LLC
Commercial Real Estate Purchase Contract**

This real estate purchase contract ("Contract"), by and between Buyer and Seller noted below in the signatures section of this contract (Buyer and Seller referred to individually as "Party" and collectively as "Parties"), is effective the latest date it is executed by either Party ("Effective Date").

Seller is represented in this transaction by Purple Wave Realty, LLC, whose address is 701 Enoch Lane, Manhattan, KS 66502, its broker Aaron M. McKee, and the real estate salespersons affiliated with Purple Wave Realty, LLC (collectively "Realtor").

Purple Wave, Inc. ("Auctioneer"), has been engaged by Realtor to provide auction services exclusively to Realtor and Seller. Realtor and Auctioneer are Seller's agents only and do not represent the interests of Buyer.

1. AGREEMENT TO PURCHASE AND SELL PROPERTY. For good and valuable consideration, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the following described real estate ("Property") on the terms and conditions set forth in this Contract, to wit:

See description on the attached Exhibit 1.

The Property includes all fixtures permanently attached to the real estate described on Exhibit 1, whether or not specifically enumerated therein. No personal or other property is included in the Property unless expressly enumerated on Exhibit 1.

1.1 TRANSACTION DOCUMENTS. The auction terms published on Auctioneer's website, www.purplewave.com, and all Property information, brochures, disclosures, and certificates made available to Buyer are part of the Parties' agreement (such items collectively referred to herein as "Transaction Documents"), and those Transaction Documents are incorporated into this Contract by reference. To the extent any conflict or disagreement exists between any of the Transaction Documents and this document, this document controls and is binding upon the Parties.

1.2 SALE OTHER THAN BY AUCTION. In the event the Property is sold other than by auction, the Auction Terms continue to be part of the Parties' agreement and to be incorporated into this Contract by reference. Buyer acknowledges receiving and understanding the Auction Terms published on Auctioneer's website, www.purplewave.com.

2. PURCHASE PRICE. Buyer agrees to pay the following price:

\$ _____ Bid Price +
 \$ _____ Buyer's Premium (10%)=
 \$ _____ Total Contract Price

Section 2 initials
Seller: _____
Buyer: _____

The Bid Price and Buyer's Premium together constitute the Total Contract Price.

2.1 NON-REFUNDABLE DOWN PAYMENT. Buyer agrees to pay \$ _____ down immediately upon execution of this Contract ("Down Payment"). Buyer has delivered the Down Payment to Realtor in the form of cash _____, check _____, or certified funds _____, made payable to the Escrow Agent identified below. Realtor will deposit the down payment with the Escrow Agent. The Down Payment shall be non-refundable to Buyer except as expressly noted in this Contract. Buyer acknowledges that Escrow Agent will negotiate all checks and certified funds given for the down payment immediately upon Escrow Agent's receipt of such instruments, and the dishonor of such instruments by the drawee bank shall be a material breach of this Contract and entitle Seller to all available remedies.

Section 2.1 initials
Seller: _____
Buyer: _____

2.2 BALANCE DUE AT CLOSING. Buyer agrees to deliver the remaining balance of the Total Contract Price to Escrow Agent on or before the Closing Date as defined in this Contract. Such balance shall be paid in guaranteed funds or by wire transfer payable to the Escrow Agent.

3. CLOSING, ESCROW AGENT AND CLOSING AGENT. This Contract shall be closed no later than thirty (30) days from the Effective Date ("Closing Date") except and unless the Parties agree, in writing, to extend the Closing Date or the Closing Date is otherwise extended by operation of section 5 below. Buyer shall be responsible for coordinating with the Closing Agent to arrange a specific Closing Date.

3.1 ESCROW AGENT. Hanford Abstract and Title Company, 222 E. Main Street, Marion, KS 66861, shall be the escrow agent and closing agent ("Escrow Agent") for this transaction.

3.2 CLOSING AGENT. If different than the Escrow Agent, the Closing Agent name, address and phone number for this transaction are N/A.

3.3 CLOSING. At the closing, the Escrow Agent and Closing Agent shall collect the remaining Total Contract Price and all other amounts payable by Buyer as noted in this Contract, record the deed from Seller to Buyer, disburse all funds payable to third parties including Realtor and Auctioneer, deduct all amounts payable by Seller as noted in this Contract, if any, and remit the net proceeds to Seller.

3.4 ESCROW DISBURSEMENTS. The Parties agree the Escrow Agent shall follow joint, written instructions from the Parties when disbursing funds from escrow. Notwithstanding the foregoing, except as prohibited by law or regulation, the Escrow Agent shall release escrow funds as instructed by one Party so

long as prior written notice of the release is received by the other Party via first class mail at least fourteen (14) days prior to the release date and the other Party subsequently consents in writing or fails or refuses to respond to the notice. For purposes of this section, notice is deemed to be received by a Party three (3) days after such notice is mailed, first class postage pre-paid, to the Party's address noted above, regardless of whether the Party actually or constructively receives such notice.

4. TITLE INSURANCE, CLOSING COSTS AND OTHER TRANSACTION-RELATED FEES. Buyer agrees to pay the expenses of an ALTA Owners Policy-2006 policy of title insurance, all recording costs and fees, closing costs, escrow fees, and all other transaction-related fees arising out of the Parties' transaction, including but not limited to all lender fees, mortgage insurance premiums, lender title insurance premiums, credit report fees, survey and recording fees, inspection and property assessment fees, and fees for Escrow Agent's and Closing Agent's services.

5. ENCUMBRANCES, TITLE AND POSSESSION. Seller agrees to deliver marketable title to the Property on or before the Closing Date. Seller will execute a warranty deed in favor of Buyer and deliver said deed to the Escrow Agent on or before the Closing Date. If Seller is unable to deliver marketable title to the Property on or before the Closing Date, Seller shall have a reasonable time thereafter to remove any clouds or impairments and Buyer agrees to extend the Closing Date accordingly. For purposes of this section, the time necessary to complete a quiet title action shall be deemed reasonable. Title to the Property shall be delivered subject to all city, county, and state laws, ordinances, and regulations as well as any and all easements, encumbrances, covenants, restrictions, development districts, and benefit districts of record. Buyer shall have possession of the Property on the Closing Date.

6. TAXES. All general real estate taxes, special assessments and personal property taxes attributable to the Property accrued for year 2008 and prior years shall be prorated between Buyer and Seller, with Seller paying all amounts for the period before the Closing Date and Buyer paying all amounts for the period on and after the Closing Date. All future general real estate taxes, special assessments and personal property taxes attributable to the Property shall be Buyer's responsibility.

7. RISK OF LOSS. Seller is under no obligation to insure the Property against loss or casualty on or before the Closing Date. Buyer may, at its cost, make arrangements for such insurance as Buyer deems desirable prior to the Closing Date, and Seller agrees to reasonably cooperate with Buyer in that regard. Destruction or damage to the Property on or after the Effective Date but on or before the Closing Date shall not excuse Buyer from performance of any obligations under this Contract, provided such destruction or damage is not actually and legally caused by Seller's intentional conduct or gross negligence and further provided the Total Contract Price is equitably adjusted to reflect such destruction or damage.

8. REALTOR/BROKER INVOLVEMENT AND THIRD-PARTY BENEFICIARY STATUS.

8.1 INTENDED BENEFICIARY. Seller and Buyer agree that Realtor is an intended third party beneficiary of this Contract to the extent of the Buyer's Premium due and payable by Buyer. Buyer acknowledges that the Buyer's Premium is an obligation owed from Buyer to Realtor. In the event Buyer fails or refuses to deliver the full Buyer's Premium to the Escrow Agent on or before the Closing Date, Realtor may, at its option, seek payment of the full Buyer's Premium directly from Buyer with or without cooperation or involvement of Seller.

8.2 REALTOR COMMISSION. Buyer acknowledges that Realtor may collect a commission from Seller arising out of this transaction pursuant to separate agreement between Seller and Realtor.

8.3 NO OTHER REAL ESTATE PROFESSIONAL INVOLVED. Buyer represents and warrants that, except for any realtor or broker expressly registered as Buyer's agent prior to the Effective Date pursuant to Auctioneer's procedures, Buyer is not represented by and has not contacted any licensed real estate agent or professional with regard to the transaction contemplated by this Contract. Buyer agrees to defend and hold Seller, Realtor and Auctioneer harmless from any claim by a real estate agent or broker for commission, compensation or damages arising out of the transaction contemplated by this Contract and shall indemnify Seller, Realtor and Auctioneer against all claims and demands of that nature, including costs of reasonable attorneys' fees and costs of defense.

8.4 ACKNOWLEDGEMENT. Buyer acknowledges Realtor and Auctioneer are Seller's agents only, not Buyer's. Buyer has received and understands the Real Estate Brokerage Relationships brochure attached hereto as Exhibit 8.4.

9. PROPERTY CONDITION AND DISCLAIMER

9.1 PROPERTY SOLD "AS IS, WHERE IS". Buyer agrees Buyer is purchasing the Property in "**AS IS, WHERE IS**" condition with all burdens, circumstances, defects, faults, dangers, hazards, issues, material facts, problems, and other relevant matters, whether latent or patent, whether past, present, or future, and whether or not referenced herein, or in the Auction Terms, and Buyer knowingly, voluntarily, unconditionally, and irrevocably waives, releases, and discharges Seller, Realtor and Auctioneer from any claim that Buyer may otherwise have had with respect to the Property, the auction related to the Property, this Contract, and the transaction contemplated by this Contract.

9.2 NO GUARANTEES OR WARRANTIES. To the fullest extent allowed by law, Seller, Realtor and Auctioneer unconditionally disclaim any guarantee, representation, and warranty of every kind, whether expressed, implied, or statutory, whether oral or written, with respect to the Property, the surrounding area, the auction, the Auction Terms, all Property information, brochures and packets, and all matters referenced therein plus all other relevant matters, whether past, present, or future, and whether or not referenced in this Contract, in the Auction Terms, or elsewhere, except for limited warranties that may be given by Seller to Buyer in the deed of conveyance, or as expressly stated herein. Seller,

Realtor and Auctioneer specifically disclaim that the Property has any value as a going concern or business venture.

9.3 NO RELIANCE BY BUYER. Buyer has relied solely on Buyer’s personal inspection and Buyer’s agents and inspectors when deciding to bid on the Property and enter this Contract. Buyer has not relied on the accuracy or completeness of information provided by Seller, Realtor or Auctioneer, whether oral, written or posted on Realtor’s or Auctioneer’s website, nor has Buyer assumed or expected that Seller, Realtor or Auctioneer have disclosed all information that could be reasonably ascertained by inspection of the Property. All disclosures, information, representations, and statements made or given are attributable solely to Seller and not Realtor or Auctioneer. They represent Seller’s belief at the time they were made and are not guaranteed to be accurate, complete, or correct.

9.4 NO ADJUSTMENTS, ETC. Buyer shall not be entitled to any adjustment, refund, renegotiation or other relief of any kind from Seller, Realtor or Auctioneer arising out of the nature, quality, condition or quantity of the Property.

9.5 LEAD-BASED PAINT DISCLOSURE. A residential structure constructed prior to 1978 does _____ . . . does not _____ . . . exist on the Property. If it does, (A) Buyer (i) acknowledges receipt of the lead based paint disclosure attached as Exhibit 9.5, any documents referenced therein by Seller, and U.S. Department of Housing and Urban Development's notice regarding lead-based paint as outlined in the "Protect Your Family from Lead In Your Home" brochure and (ii) acknowledges and agrees that Buyer has had ample opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and is satisfied with the results of any such assessment or waives the right to conduct such assessment; and (B) Seller verifies that the information contained in Exhibit 9.5 is, to the best of Seller’s knowledge, true and accurate.

Section 9.5 initials
Seller: _____
Buyer: _____

10. INDEMNIFICATION AND HOLD HARMLESS. Buyer agrees for Buyer and all of Buyer’s agents, representatives, successors and assigns to release, indemnify, defend and hold harmless Seller, Realtor, Auctioneer, their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents, and representatives from and against any and all claims, losses, damages, liabilities, fees, costs, and expenses, including reasonable attorneys’ fees and expenses, related to, arising from, or associated with the sale and condition of the Property, including, but not limited to, personal injuries or property damage incurred on the Property or elsewhere.

11. DISPUTE RESOLUTION. Any dispute between Buyer and Seller, Realtor and/or Auctioneer arising out of or in any way related to the transaction contemplated by this Contract or to claims between the mentioned parties related to the Property that are not resolved within ten days after any aggrieved party gives notice to the others of its desire to arbitrate the dispute shall be settled by binding arbitration by the American Arbitration Association in accord with its then-prevailing rules. Such arbitration shall be conducted in Manhattan, Kansas. Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrator

shall have no power to change the provisions of this agreement and shall have sole jurisdiction to determine the validity and scope of this Contract section. The arbitrator shall consist of one arbitrator, who must be a real estate attorney actively engaged in the practice of Kansas law for at least the last five years. Each party shall bear its own costs of the arbitration, including AAA filing fees, attorney fees, expert fees, and all expenses.

12. REMEDIES. If Buyer fails to perform any term of this Contract, Buyer agrees that Seller may, at its sole discretion, (i) retain the Down Payment as additional fees for extending the Closing Date and continue with this Contract in full force until such time as a new closing is agreed upon (ii) retain the Down Payment as liquidated damages and declare the Contract void, or (iii) retain the Down Payment and seek all other remedies available at law and equity, including Buyer's specific performance. Seller may elect any remedy and change Seller's election at any time. Should Seller be unable to cure any defect in the Property title that renders the same unmarketable within the contemplation of law and within a reasonable time as set forth above, Buyer may declare this Contract null and void and of no further force and effect and Buyer shall be entitled to the return of the Down Payment. In no event shall Auctioneer or Realtor have any liability whatsoever, on any basis and for any amount, as a result of either Party's breach of this Contract or wrongful act or omission related to this transaction.

13. BUYER'S AUTHORITY. In the event Buyer is not a natural person, Buyer and the person(s) signing this Contract for Buyer jointly and severally warrant that (i) the Buyer is duly organized and in good standing with the state in which it is organized to do business, (ii) said signatory is authorized to execute this Contract on behalf of the Buyer, (iii) said signatory's signature on this Contract binds the Buyer to this Contract, and (iv) Seller may, in Seller's sole discretion, pursue all remedies under this Contract against the Buyer, Buyer's signatory, or both.

14. MISCELLANEOUS. All prior understandings and agreements between the parties are merged into this Contract, which, along with the items noted in section 1.1, constitutes the entire agreement between the Parties. Time is of the essence of this Contract. This Contract shall be construed in accordance with and governed by the laws of the state of Kansas. No delay or failure by Seller, Realtor or Auctioneer to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, and assigns, however this Contract may not be assigned by Buyer without the prior written consent of Seller.

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In witness whereof, the Parties set their hands to this Contract on the dates written below.

SELLER:

James L. Novak
Phone Number: _____
Address: _____
City, State, ZIP: _____
Tax ID #: _____
Date: _____

SELLER:

Christina M. Novak
Phone Number: _____
Address: _____
City, State, ZIP: _____
Tax ID #: _____
Date: _____

BUYER:

Name: _____
By (signatory): _____
Name Printed: _____
Title (if applicable): _____
Phone Number: _____
Address: _____
City, State, ZIP: _____
Tax ID #: _____
Date: _____

BUYER (if applicable):

Name: _____
By (signatory): _____
Name Printed: _____
Title (if applicable): _____
Phone Number: _____
Address: _____
City, State, ZIP: _____
Tax ID #: _____
Date: _____

Exhibit 1

Property Description

Lots 11, 12 and 13, Schlotthauer Subdivision No. 4 and Lot 23, Summerhaven Subdivision, adjacent to Marion County Park and Lake, Marion County, Kansas, EXCEPT the following described tract:

Commencing at the West corner of Lot 23 in Summerhaven Subdivision; thence East-Northeast in the Northwest lot line of said Lot 23 and Northwest lot line extended, 125 feet, more or less, to the South corner of Lot 26 (as platted) in said Summerhaven Subdivision; thence Southeasterly perpendicular to the Northwest lot line of said Lot 23, 2 feet; thence West-Southwest, parallel with the Northwesterly lot line of said Lot 23, 125 feet, more or less, to the Southwest lot line of said Lot 23; thence Northwesterly perpendicular to the Northwest lot line of Lot 23, 2 feet to the point of beginning.

AND

The Easterly 12 ½ feet of Lot 10, Schlotthauer's Subdivision #4, adjacent to Marion County Park and Lake, Marion County, Kansas, more particularly described as follows, to-wit:

Beginning at the Northeast corner of Lot 10, thence Westerly along the North line of Lot 10, 12 ½ feet; thence South parallel to the East line of Lot 10 to the South line of Lot 10; thence Easterly on the South line of Lot 10 to the Southeast corner of Lot 10; thence North along the East line of Lot 10 to the point of beginning.

Exhibit 8.4

REAL ESTATE

BROKERAGE

RELATIONSHIPS

October 1997

SELLER'S AGENT

The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent.

The seller's agent is responsible for performing the following duties:

- promoting the interests of the seller with the utmost good faith, loyalty, and fidelity
- protecting the seller's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the seller to obtain expert advice
- accounting for all money and property received
- disclosing to the seller all adverse material facts about the buyer that the agent knows
- disclosing to the buyer all adverse material facts actually known by the agent, including the following:
 - environmental hazards affecting the property that are required to be disclosed
 - the physical condition of the property
 - any material defects in the property or in the title to the property
 - any material limitation on the seller's ability to complete the Contract.

The seller's agent has no duty to:

- conduct an independent inspection of the property for the benefit of the buyer
- independently verify the accuracy or completeness of any statement by the seller or any qualified third party.

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BUYER'S AGENT

The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent.

The buyer's agent is responsible for performing the following duties:

- promoting the interests of the buyer with the utmost good faith, loyalty and fidelity
- protecting the buyer's confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the buyer to obtain expert advice
- accounting for all money and property received
- disclosing to the buyer all adverse material facts that the agency knows
- disclosing to the seller all adverse material facts actually known by the agent, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.

The buyer's agent has no duty to:

- conduct an independent investigation of the buyer's financial condition for the benefit of the seller
- independently verify the accuracy or completeness of statements made by the buyer or any qualified third party.

STATEMENT OF REPRESENTATION

Do not assume that an agent is acting on your behalf, unless you have signed a Contract with the agent's firm to represent you. As a customer, you represent yourself. Any information that you, the customer, disclose to the agent representing another party will be disclosed to that other party. Even though licensees may be representing other parties, they are obligated to treat you honestly, give you accurate information, and disclose all known adverse material facts.

TRANSACTION BROKER

The transaction broker is not an agent for either party, so the transaction broker does not advocate the interests of either party.

The transaction broker is responsible for performing the following duties:

- **protecting the confidences of both parties, including the following information:**

- **the fact that a buyer is willing to pay more**
- **the fact that a seller is willing to accept less**
- **factors that are motivating any party**
- **the fact that a party will agree to different financing terms**
- **any information or personal confidences about a party that might place the other party at an advantage**
- **exercising reasonable skill and care**
- **presenting all offers in a timely manner**
- **advising the parties regarding the transaction**
- **suggesting that the parties obtain expert advice**
- **accounting for all money and property received**
- **keeping the parties fully informed**
- **assisting the parties in closing the transaction**
- **disclosing to the buyer all adverse material facts actually known by the transaction broker, including:**
 - **environmental hazards affecting the property that are required to be disclosed**
 - **the physical condition of the property**
 - **any material defects in the property or in the title to the property**
 - **any material limitation on the seller's ability to complete the Contract**
- **disclosing to the seller all adverse material facts actually known by the transaction broker, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.**

The transaction broker has no duty to:

- **conduct an independent inspection of the property for the benefit of any party**
- **conduct an independent investigation of the buyer's financial condition**
- **independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.**

Exhibit 9.5

**Lead Based Paint Disclosure and HUD brochure
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

_____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the seller (check one below):

_____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____

_____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.