

Section 1.3 Purchase.

Price.

(a) The purchase price of the Property is Three Hundred Twenty ~~Forty~~ Five Thousand Dollars (\$32545,000) (the "Purchase Price").

(b) The Purchase Price shall be paid as follows:

(1) Within five (5) business days after the Effective Date, Buyer shall deposit into escrow with Title Company the cash amount of Ten Thousand Dollars (\$10,000.00) (the "Deposit"). The Deposit shall be held in an interest bearing account. Upon the expiration of the Contingency Period and Buyer providing the Approval Notice (defined below) to Seller, the Deposit shall become non-refundable except as set forth in this Agreement.

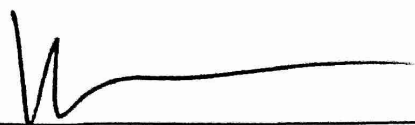
(2) (A) IF THE SALE OF THE PROPERTY AS CONTEMPLATED HEREUNDER IS CONSUMMATED, THEN THE DEPOSIT SHALL BE PAID TO SELLER AT THE CLOSING AND CREDITED AGAINST THE PURCHASE PRICE.

(B) IF THE SALE IS NOT CONSUMMATED DUE SOLELY TO A DEFAULT BY BUYER HEREUNDER, THEN SELLER, AS ITS SOLE REMEDY, SHALL RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE DUE SOLELY TO BUYER'S DEFAULT, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE, THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN SUCH EVENT. BY PLACING THEIR INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION. THE FOREGOING IS NOT INTENDED TO LIMIT BUYER'S OBLIGATIONS UNDER SECTION 6.1 AND SECTION 9.3.

INITIALS: SELLER _____

BUYER W/H

(C) IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED DUE TO A DEFAULT OF SELLER, THEN BUYER MAY EITHER: (1) TERMINATE THIS AGREEMENT AND RECEIVE A REFUND OF THE DEPOSIT AND RECOVER FROM SELLER ANY DAMAGES INCURRED BY BUYER AS A RESULT OF SUCH DEFAULT, IN WHICH EVENT BUYER SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS HEREUNDER EXCEPT AS PROVIDED IN SECTION 6.1 AND SECTION 9.3 BELOW, OR (2) BUYER MAY ENFORCE SPECIFIC

By: 
Wes Heyden
President

By: _____
Cliff Moore
City Manager

LIST OF EXHIBITS

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| Exhibit A | Real Property Description |
| Exhibit B | Due Diligence Materials |
| Exhibit C | List of Contracts |
| Exhibit D | Form of Deed |
| Exhibit E | Assignment of, Contracts, Warranties and Intangible Property |