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February 1, 2023

Greg Harmon
112 N. Hwy. 124
Hallsville, Missouri 65255

Mr. Harmon,

Based upon our review of the information we have received to date and previous discussions, we are pleased to provide you with this Letter of Intent ("**LOI**"), which sets forth the primary terms upon which the Boone County Regional Sewer District (the "**Seller**") proposes to transfer certain of Seller's assets to GHP Construction Services, LLC ("**Buyer**", and the Seller and Buyer sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**"). Seller proposes to transfer certain real estate (as described below, hereinafter referred to as the "**Property**") with the principal terms of the transfer set forth below (the "**Sale**").

TERMS:

The Property to be transferred is located in the Sun Valley Estates subdivision, 7301 E. Backwoods Cove, Boone County, Missouri. The Property is generally depicted on the attached Exhibit A, labeled as "Surplus."

The Seller intends to transfer the Property to Buyer for the purchase price of six thousand dollars (\$6,000). Seller and Buyer shall negotiate a mutually agreeable purchase agreement with respect to the sale of the Property (the "**Purchase Agreement**"). The Purchase Agreement shall contain customary representations, warranties, covenants, and indemnifications. All closing costs will be paid by Buyer. At closing of the transfer transaction and in accordance with the terms of the Purchase Agreement, Seller shall convey to Buyer title to the Property by quit claim deed.

Professional Fees and Expenses

Seller is not currently represented by any broker. Any applicable sales commissions and/or fees for any broker would be paid by Buyer in accordance with any commission or fee agreement between Buyer and broker. Buyer and Seller, respectively, shall be solely responsible for any professional fees and/or expenses to which they may have separately agreed, including fees and expenses of their own legal counsel, brokers, consultants and/or accountants, with respect to the Sale.

Exclusivity

Seller is not currently, directly or indirectly, negotiating or otherwise discussing transferring the Property to any party other than Buyer. For a period of one hundred and twenty (120) days after the full execution of this LOI, Seller will not enter into any negotiations or discussions with any party other than Buyer regarding sale of the Property (the "*Exclusivity Period*"). The Exclusivity Period shall be extended day-to-day so long as Buyer is putting forth good faith effort to complete the Conditions Precedent (as described below) and enter into a Purchase Agreement with Seller.

Conditions Precedent

Buyer shall endeavor to complete the following conditions precedent ("*Conditions Precedent*") prior to Seller preparing the Purchase Agreement:

- Buyer shall retain a licensed surveyor to separate the Property subject to the Sale from adjacent real estate owned by Seller that contains Seller's pump station and detention pond. The surveyor shall develop legal descriptions for both the Property and the adjacent real estate owned by Seller. The boundary between the Property and Seller's additional real estate should be the approximate existing east-west fence located just south of Seller's detention pond.
- Buyer shall comply with all zoning requirements of Boone County, Missouri (the "*County*"), including re-zoning the Property and the adjacent real estate owned by Seller as applicable and as may be required by the County;
- Buyer shall cause the Property to be platted, subject to all requirements of the County.

Seller will cooperate with Buyer's efforts to accomplish the Conditions Precedent as necessary, as determined to be appropriate and reasonable within Seller's sole discretion.

In addition to Buyer's Conditions Precedent, the Seller must receive authorization from the Board of Trustees of the Boone County Regional Sewer District ("*Board of Trustees*") prior to entering into a Purchase Agreement and completion of the Sale. The Board of Trustees has been apprised of the proposed Sale and has authorized the Seller to negotiate the Sale with the Buyer.

Binding Effect

The preceding sections titled "Professional Fees and Expenses" and "Exclusivity," and this "Binding Effect" section, are the only sections of this LOI which constitute a binding agreement among the Parties. The other sections of this LOI are not intended to create any legally binding obligations, express or implied, and in no way constitute any form of enforceable agreement, promise or commitment with respect to the Sale. No Party shall have a duty to negotiate, express or implied, or any duty, express or implied, to reach or conclude any legally binding obligation or Purchase Agreement. It is understood and agreed that Parties may elect to terminate negotiations at any time prior to Buyer's completion of the Conditions Precedent and execution of the Purchase Agreement for any or no reason whatsoever. No Party shall be bound to the Sale until each party has executed a mutually acceptable Purchase Agreement with respect thereto. This LOI is intended

to reflect the current intent of the Parties and replaces and supersedes any prior agreements, letters, or negotiations, whether oral or written.

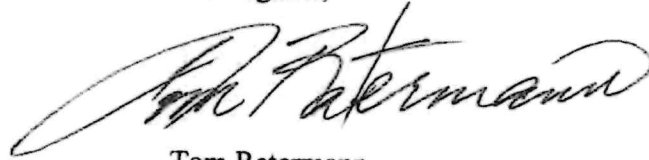
Termination

This LOI may be terminated (a) at any time upon mutual consent of the Parties, or (b) at the option of Seller if, within Seller's sole determination, Buyer is (i) unable to complete the Conditions Precedent or (ii) Buyer has ceased making good faith efforts to complete the Conditions Precedent.

This LOI is a statement of the Parties' mutual intentions and does not include all matters upon which agreement must be reached in order for the Sale to be completed. No Party shall be obligated to close the Sale unless and until a Purchase Agreement has been executed and the conditions to closing agreed upon in a Purchase Agreement have been satisfied. This LOI is not a contract or other binding obligation.

If the terms herein meet with your approval, please sign and return a copy of this LOI at your earliest convenience. Your consideration of our proposal is appreciated. We look forward to working with you.

Best regards,



Tom Ratermann
General Manager
Boone County Regional Sewer District

ACCEPTED AND AGREED TO:

Buyer*: GHP Construction Services LLC

By: JH

Name: Greg Harmon

Title: Owner

* The individual executing this LOI on behalf of Buyer represents that he or she has the authority to do so and to bind Buyer to the binding provisions of this LOI.

EXHIBIT A

Depiction of Property

