

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into, effective on the date that both parties have executed this Agreement (the "**Effective Date**"), by and between Patel Hitesh, an unmarried individual ("**Seller**"), and Aldi Inc. (Kansas), a Kansas corporation ("**Buyer**").

Background Information

A. Seller is the owner of a certain tract of real property, containing approximately 2.32 acres and being generally depicted on Exhibit B, attached hereto (said real property, together with all appurtenances and hereditaments thereto, shall be referred to as the "**Property**"). Exhibit B is a map/site plan, setting forth a general depiction of the size, location and configuration of the Property. A legal description of the Property is attached hereto as Exhibit A.

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

Statement of Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Background Information and as follows:

ARTICLE I PURCHASE AND SALE OF PROPERTY

1.01 Agreement. On the terms and conditions set forth below, and in consideration of Buyer's delivery of \$15,000.00 (which, together with interest accrued thereon, is referred to as the "**Earnest Money**"), within 5 days after the Effective Date, to AmeriTitle Downtown, 150 E. Main Street, Suite 1A, Columbus, Ohio 43215, Attn: Lisa J. Berger, Esq. ("**Escrow Agent**"), Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller.

ARTICLE II PURCHASE PRICE

2.01 Amount of Purchase Price. The purchase price for the Property shall be \$745,000.00 (the "**Purchase Price**"), payable to Seller at Closing (as hereinafter defined), in immediately available funds, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein.

ARTICLE III CONTINGENCIES

3.01 Contingent Agreement. This Agreement shall be completely contingent upon Buyer's satisfaction of or Buyer's waiver (at Buyer's sole discretion) of the contingencies set forth in Section 3.02 below (the "**Contingencies**"), within 120 days after the Effective Date (the "**Contingency Period**"). In the event that Buyer has not satisfied the Contingencies set forth in Section 3.02 within the Contingency Period, then Buyer shall have the right to extend the Contingency Period for one additional 30-day period upon delivery to Seller of notice of such extension at any time prior to the expiration of the Contingency Period. If Buyer so elects to extend the Contingency Period, Buyer shall deposit an additional \$5,000 for such extension (which amount plus the interest accrued thereon is referred to collectively as the "**Additional Deposit**") with the Escrow Agent. The date upon which all Contingencies are either satisfied or waived, pursuant to Section 3.03 or otherwise, shall be referred to as the "**Contingency Date**".

3.02 Contingencies. The Contingencies are as follows:

- (a) Approval by the appropriate governmental agencies of a site plan for the proposed retail grocery store to be developed on the Property including, but not limited to, approval of curb cuts, signage and any off-site traffic management improvements deemed necessary for the operation of Buyer's business on the Property;
- (b) Determination that Buyer can obtain all permits (for construction, traffic and signage), licenses and other necessary governmental approvals (including, but not limited to, "wetland" construction approval, if necessary) for the proposed development;
- (c) Determination that the Property is properly zoned for Buyer's intended use, construction and development and that there are no other conditions or restrictions on Buyer's intended use and development thereof;
- (d) Determination that the Property is not located within a flood plain and that the Property has drainage conditions acceptable to Buyer for the proposed development of the Property;
- (e) Determination that all utilities necessary for the proposed development are available at, or within the right-of-way adjacent to, the boundary lines of the Property, in locations acceptable to Buyer, with sufficient capacity, pressure and depth to service the proposed development;

- (f) Obtain any and all easements benefiting the Property and/or cancel any and all easements encumbering the Property, as may be necessary for Buyer's proposed development and use of the Property;
- (g) Receive a report, prepared by a certified environmental engineer engaged by Buyer, indicating that the Property is free of underground storage tanks and all hazardous wastes, substances and materials which may require remediation or which may result in penalties under applicable laws, rules or regulations;
- (h) Determination that the Property has soil conditions which without substantial corrective measures permit construction of the proposed development; and
- (i) Obtain approval of the Property, by the President of Buyer, as a site that is acceptable for the development and operation of a select assortment grocery store pursuant to the terms set forth herein.

3.03 Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the expiration of the Contingency Period, as it may be extended, Buyer delivers to Seller notice of Buyer's failure to satisfy the Contingencies and, consequently, termination of this Agreement (the "**Termination Notice**").

3.04 Earnest Money and Additional Deposit. The Earnest Money and Additional Deposit shall be held by Escrow Agent in accordance with the provisions of this Section 3.04:

- (a) If Buyer timely terminates this Agreement pursuant to Section 3.03 above, this Agreement shall terminate, in which case both parties shall be fully released from all further liability and obligations hereunder, and the Earnest Money (but not the Additional Deposit, if applicable, which shall be paid to Seller) shall be returned to Buyer;
- (b) If the transaction contemplated hereby is closed, the Earnest Money (and the Additional Deposit, if applicable) shall be paid to Seller and credited to Buyer against the Purchase Price at Closing;
- (c) If the transaction contemplated hereby fails to close due to a Defect in title (Article V hereof) or due to a taking pursuant to eminent domain (Article X hereof), the Earnest Money (and the Additional Deposit, if applicable) shall be returned to Buyer and neither party shall have any further liability hereunder, except as may be set forth in Section 5.04 hereof;

- (d) If the transaction contemplated hereby fails to close due to a default by Buyer, the Earnest Money (and the Additional Deposit, if applicable) shall be paid to Seller as liquidated damages hereunder (and not as a penalty); and
- (e) If the transaction contemplated hereby fails to close due to the default of Seller, the Earnest Money (and the Additional Deposit, if applicable) shall be returned to Buyer without prejudice, however, to all rights and remedies which Buyer may have against Seller, at law or in equity.

ARTICLE IV **SUBMISSION MATERIALS**

4.01 Seller's Cooperation. Seller agrees to submit to Buyer, within 5 days after the Effective Date, information and/or materials, to the extent the same is available to Seller, for Buyer's use in preparation for the purchase of the Property, including: (a) surveys, site plans, topographical studies, plat maps, property descriptions, zoning maps and engineering drawings for the utilities and public services servicing the Property; (b) soils reports for the Property; (c) environmental studies of the Property; (d) the most recent real estate tax bill; (e) a copy of the title insurance policy (or other form of title evidence) issued upon Seller's acquisition or financing of the Property; and (f) any existing declarations, easements and/or restriction agreements encumbering the Property. All materials provided to Buyer pursuant to this Article IV shall be deemed conditionally delivered. If this transaction is not closed in accordance with the terms hereof such materials shall be returned to Seller upon demand. Seller hereby agrees to cooperate with Buyer in all respects during the term of this Agreement, including Seller's joining in the execution of any and all reasonable applications, instruments, licenses and documents contemplated pursuant hereto.

ARTICLE V **EVIDENCE OF TITLE**

5.01 Title Commitment. Buyer may, at Seller's sole cost and expense, obtain from a title insurance company chosen by Buyer, a commitment (the "**Title Commitment**") to issue an American Land Title Association Owner's Title Insurance Policy (ALTA Form B, Rev. 2006) (the "**Title Policy**"), certified to at least the Effective Date of this Agreement, in the full amount of the Purchase Price. To be acceptable to Buyer, the Title Commitment shall show in Seller good and marketable title to the Property, and shall commit to insure said title free and clear of the standard printed exceptions contained in the Title Commitment and Title Policy and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

- (a) Those created or assumed by Buyer;

- (b) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's proposed development;
- (c) Real estate taxes which are a lien on the Property but which are not yet due and payable; and/or
- (d) Easements and restrictions of record acceptable to Buyer which do not interfere with the Buyer's proposed development.

For title to the Property to be acceptable to Buyer, the Title Commitment must (i) commit to insure that all parcels of land are contiguous, if the legal description for the Property includes more than one parcel and that there are no gaps nor gores among them; (ii) commit to insure that on the Closing Date, the Property shall have direct access to dedicated public highways or roads that abut the Property; (iii) fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Property and provide insurance coverage in respect to all of such appurtenant rights; and (iv) include the results of a special tax search and examination for any financing statements filed of record which may affect the Property.

5.02 Endorsement at Closing. At the Closing and as a condition of Closing, Buyer shall obtain an endorsement to the Title Commitment updating the Title Commitment to the Closing Date and showing no change in the state of the title to the Property. After Closing, a final Title Policy that comports with the foregoing terms and conditions shall be issued in the amount of the Purchase Price.

5.03 Survey. Buyer may, at its sole cost and expense, obtain a current ALTA survey of the Property (the "**Survey**"), prepared by a surveyor registered in the State of Illinois. The Survey shall comport with the depiction of the Property set forth on **Exhibit B**, shall include a legal description of the Property and shall be certified by the surveyor to Buyer and the title insurance company. Subject to the approval of the title insurance company, the legal description included in the Survey shall be used in the Title Commitment and Title Policy and in all documents of transfer contemplated hereby.

5.04 Defects. In the event that an examination of either the Title Commitment (including any endorsements) or the Survey obtained hereunder discloses any matter adversely affecting title to the Property, or if title to the Property is not marketable, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the Survey (the foregoing collectively referred to as "**Defects**"), Seller shall have a reasonable time, not to exceed 30 days after written notice thereof, within which to cure or remove any such Defects. Notwithstanding any provision of this Agreement to the contrary, Seller shall, at Seller's sole expense, on or prior to the Closing Date, remove all liens which encumber the Property. In the event Seller is unable to cure or remove the Defects within said 30-day

period, Seller shall immediately give notice of Seller's inability to Buyer and thereafter, Buyer shall have 10 days after receipt of such notice within which to make its election either:

- (a) To accept title to the Property subject to such Defects; or
- (b) To withdraw from this transaction and terminate this Agreement, without prejudice, however, to any rights or remedies which Buyer may have at law or in equity.

ARTICLE VI **DEED AND OTHER DOCUMENTS**

6.01 General Warranty Deed. Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable general warranty deed (the "**Deed**"), free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5.01 hereof.

6.02 Other Documents. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include, but not be limited to a closing statement, the most recent real estate tax bill(s), a certificate as to Seller's status under the Foreign Investment in Real Property Tax Act, Seller's affidavit regarding liens (mechanics' or other), unrecorded matters and parties in possession and, if requested, Seller's affidavit regarding the warranties and representations set forth in Article XI hereof.

ARTICLE VII **POSSESSION AND INSPECTION**

7.01 Possession at Closing. Buyer shall be entitled to full and exclusive possession of the Property as of the Closing Date.

7.02 Inspection. For and during the continuance of this Agreement, Seller shall afford all representatives of Buyer free and full access to the Property, for inspection and examination, at reasonable times. This privilege shall include the right to make surveys, site plans, renderings, soil tests, environmental inspections, borings, percolation tests and other tests to obtain any relevant information necessary to determine subsurface, topographic and drainage conditions and the suitability of the Property for use and development by Buyer. Buyer shall indemnify and hold harmless Seller for any loss, cost or liability incurred by Seller due to Buyer's entry onto the Property pursuant to this Section 7.02.

ARTICLE VIII **CLOSING**

8.01 Closing Date. The purchase and sale of the Property shall be closed (the "**Closing**") within 30 days after the Contingency Date, which Closing date may be extended by agreement of the parties and shall be extended by such time, if any, as is necessary to cure Defects, as set forth in Section 5.04 hereof (the "**Closing Date**"). The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

ARTICLE IX **APPORTIONMENTS AND ADJUSTMENTS**

9.01 Adjustments at Closing. On the Closing Date, Buyer and Seller shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

- (a) Real Estate Taxes and Assessments. Seller shall pay all delinquent real estate taxes, together with penalties and interest thereon; all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable); all real estate taxes for years prior to the Closing Date; real estate taxes for the year of Closing, prorated through the Closing Date; and all agricultural use roll back taxes or tax recoupments, if any, for years through the year of Closing. The proration of undetermined taxes shall be based upon a 365-day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. It is the intention of the parties in making this tax proration to give Buyer a credit as close in amount as possible to the amount which Buyer will be required to remit to the County Treasurer (or other applicable government agency or body) for the period of time preceding the Closing Date hereof. Seller and Buyer agree that the amount so computed shall be subject to later adjustment should the amount credited at Closing be incorrect based upon actual tax bills received by Buyer after Closing. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's (or other applicable government agency or body) records and that to the best of Seller's knowledge, no site or area improvement has been installed by any public authority, the cost of which is to be assessed against the Property in the future. Seller further warrants and represents that neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property;
- (b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay by credit against the Purchase Price the following:

- (i) The cost of preparing the Deed;
 - (ii) The recording fees required for recording the Deed;
 - (iii) The cost of any deed stamps or conveyance fees required to be paid in connection with the recording of the Deed from Seller to Buyer;
 - (iv) The cost of all municipal services and public utility charges (if any) due through the Closing Date;
 - (v) The cost to obtain the Title Commitment and Title Policy with coverage in the amount of the Purchase Price; (including, without limitation, any title exam or search fees); and
 - (vi) ½ of the fee charged by Escrow Agent for conducting the Closing.
- (c) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:
- (i) The cost of the premium Title Policy for title coverage in excess of the Purchase Price (and any extended coverage or endorsements thereto); and
 - (ii) ½ of the fee charged by Escrow Agent for conducting the Closing.
- (d) Brokers. Seller and Buyer each hereby warrants and represents to the other that it has not, with the exception of CBRE, representing Buyer ("**Broker**"), engaged or dealt with any broker or agent in regard to this Agreement. Upon a successful Closing, Seller shall pay a commission to Broker pursuant to a separate agreement, if any. Except as provided above, Seller and Buyer shall indemnify and hold harmless the other from and against any other claim by any party claiming through Seller or Buyer, respectively, for any real estate sales commission, finder's fee, consulting fee, or other compensation in connection with the sale contemplated hereby and arising out of any act or agreement of such party. The indemnity obligations set forth above in this section shall survive both the Closing of the sale contemplated hereby and any termination of this Agreement.

ARTICLE X **EMINENT DOMAIN**

10.01 Taking By Eminent Domain. If, prior to the Closing, eminent domain proceedings shall be threatened or commenced against the Property, or any part or

portion thereof, Buyer shall have the option (a) to elect to proceed with this transaction, in which event any compensation award paid or payable as a result of such eminent domain proceedings shall be the sole property of Buyer, or (b) to terminate this Agreement, in which event Seller shall retain such award. Seller agrees that it shall give to Buyer written notice of any such threatened or actual eminent domain proceedings within 10 days after Seller first becomes aware thereof (or in any event, prior to Closing), and upon the giving of such notice, Buyer shall then have 30 days within which to exercise the options granted in this Section 10.01. If Buyer fails to exercise such options within said 30-day period, this Agreement shall terminate, the Earnest Money (and Additional Deposit, if applicable) shall be returned to Buyer and thereafter both parties shall be released from further liability or obligation hereunder.

ARTICLE XI
WARRANTIES AND REPRESENTATIONS OF SELLER

11.01 Warranties and Representations. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents, warrants, covenants, and agrees as follows:

- (a) Seller has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (b) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound;
- (c) Seller has not received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed use of the Property;
- (d) Seller has no knowledge of any fact or condition which would result in the termination or limitation of the existing pedestrian and/or vehicular access to the Property from abutting public roads;
- (e) No other person or entity other than Seller currently owns or has any legal or equitable interest in the Property, and no other person or entity other than

Buyer has or will have any right to acquire the Property, or any portion thereof;

- (f) All taxes payable with respect to the operation, ownership or control of the Property which are allocable to the period ending on the Closing Date, and all prior periods, shall be or have been paid by Seller, and Seller shall be responsible for the timely filing of all returns or other documents required by any taxing authority claiming jurisdiction with respect to any such taxes;
- (g) The execution, delivery and performance by Seller of this Agreement and the performance by Seller of the transactions contemplated hereunder, and the conveyance and delivery by Seller to Buyer of possession and title to the Property have each been duly authorized by such persons or authorities as may be required, and on the Closing Date, Seller shall provide Buyer and Escrow Agent with certified resolutions, or other instruments, in form satisfactory to Buyer, evidencing such authorization;
- (h) Through and until the Closing Date, Seller shall not enter into any covenant, restriction, encumbrance, right of lien, easement, lease or other contract pertaining to the Property;
- (i) To the best of Seller's knowledge, there are no underground storage tanks and no hazardous wastes, substances, or materials (collectively, "**Hazardous Materials**") located in, on or about or generated from the Property which may require removal or remediation or which may result in penalties under any applicable law; Seller shall be responsible for the proper removal and disposal prior to Closing of any such Hazardous Materials, including but not limited to asbestos or asbestos containing materials currently located in any of the buildings situated on the Property.
- (j) Seller shall not, without the prior written consent of Buyer, alter the natural topography and vegetation currently existing on, in or about the Property, including, but not limited to the cutting, burning or removal of any trees, removing any minerals or topsoil, dumping of any soil, fill or other matter, or altering the natural flow of any water courses located on the Property;
- (k) To the best of Seller's knowledge, there are no laws, ordinances, regulations, covenants, conditions or restrictions pertaining to or encumbering the Property which would, in any way, impair, interfere with or prevent Buyer's intended use of the Property as a retail grocery store; and
- (l) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Real Property Tax Act.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder. All representations and warranties set forth in this Article XI shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby. The foregoing indemnity by Seller shall survive the Closing and delivery of the Deed or the termination of this Agreement.

11.02 Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, Buyer determines that any warranty or representation given by Seller to Buyer under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by Seller hereunder. In such event, Buyer may give written notice thereof and shall thereafter have such rights and remedies as may be available to Buyer as provided herein, at law or in equity, including, but not limited to, the right to receive compensation for damages and/or the right to terminate this Agreement and to have the Earnest Money (and Additional Deposit, if applicable) returned to Buyer.

ARTICLE XII **NOTICES**

12.01 Notice Procedure. Any notices required hereunder shall be in writing, shall be deemed effective upon transmittal, may be transmitted by the parties' respective legal counsel, and shall be transmitted by (a) personal service, (b) reputable overnight delivery service, (c) facsimile (confirmed receipt), (d) email transmission, or (e) certified mail, postage prepaid, return receipt requested, and shall be addressed to the parties as follows:

- (a) If intended for Seller, to:

3120 Southwest Jefferson Street
Blue Springs, Missouri 64015

Fax #: _____

Email: _____

- (b) If intended for Buyer, to:

Aldi Inc. (Kansas)
Attention: Ryan Stemmons, Director of Real Estate
10505 S. K7 Highway
Olathe, KS 66061
Email: Ryan.Stemmons@aldi.us

With a copy to:

Kayne Law Group, Co., P.A.
Attn: Alex Duprey
612 Park Street, Suite 100
Columbus, Ohio 43215
Email: aduprey@kaynelaw.com

ARTICLE XIII **GENERAL PROVISIONS**

13.01 Governing Law. This Agreement is being executed and delivered in the State of Missouri and shall be construed and enforced in accordance with the laws of the State of Missouri. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Missouri.

13.02 Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties. Exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.

13.03 Time of Essence. Time is of the essence of this Agreement in all respects. Any time period providing for the performance of the parties' obligations herein which would otherwise end on a Saturday, Sunday or national holiday shall be extended to the next succeeding business day.

13.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

13.05 Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

13.06 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not

similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

13.07 Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

13.08 Seller's and Buyer's TIN. Seller's tax identification number is . Buyer's tax identification number is 42-1112447.

13.09 Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document.

13.10 Like-Kind Exchange. Buyer may exchange fee title to the Property for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder. Buyer expressly reserves the right to assign its rights but not its obligations hereunder to a "Qualified Intermediary" as provided in IRC Reg. 1.1031(k)-(g)(4) in connection with such an exchange at any time on or before the Closing Date. Seller hereby agrees to cooperate with Buyer (at no cost to Seller) in effectuating any such exchange.


13.11 Assignment. Buyer hereby reserves the right to assign this Agreement to its nominee. Buyer shall notify Seller of any such assignment at least 5 days prior to the Closing Date by delivery of notice in the manner otherwise required hereunder.

13.12 Attorney Fees. In the event either party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party shall then be entitled to receive from the other of said parties, in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

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[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth below, respectively.

SELLER:



Patel Hitesh
an unmarried individual

Date: 4/25/19

BUYER:

Aldi Inc. (Kansas),
a Kansas corporation

By: _____

G. Mark Bersted
Divisional Vice President

Date: _____

Reviewed By:

Ryan Stemmons, Director of Real Estate

Index of Exhibits:

- A. Legal Description of Property
- B. Site Plan of Property

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth below, respectively.

SELLER:

Patel Hitesh
an unmarried individual

Date: _____

BUYER:

Aldi Inc. (Kansas),
a Kansas corporation

By: 
G. Mark Bersted
Divisional Vice President

Date: 4/29/19

Reviewed By: 
Ryan Stemmons, Director of Real Estate

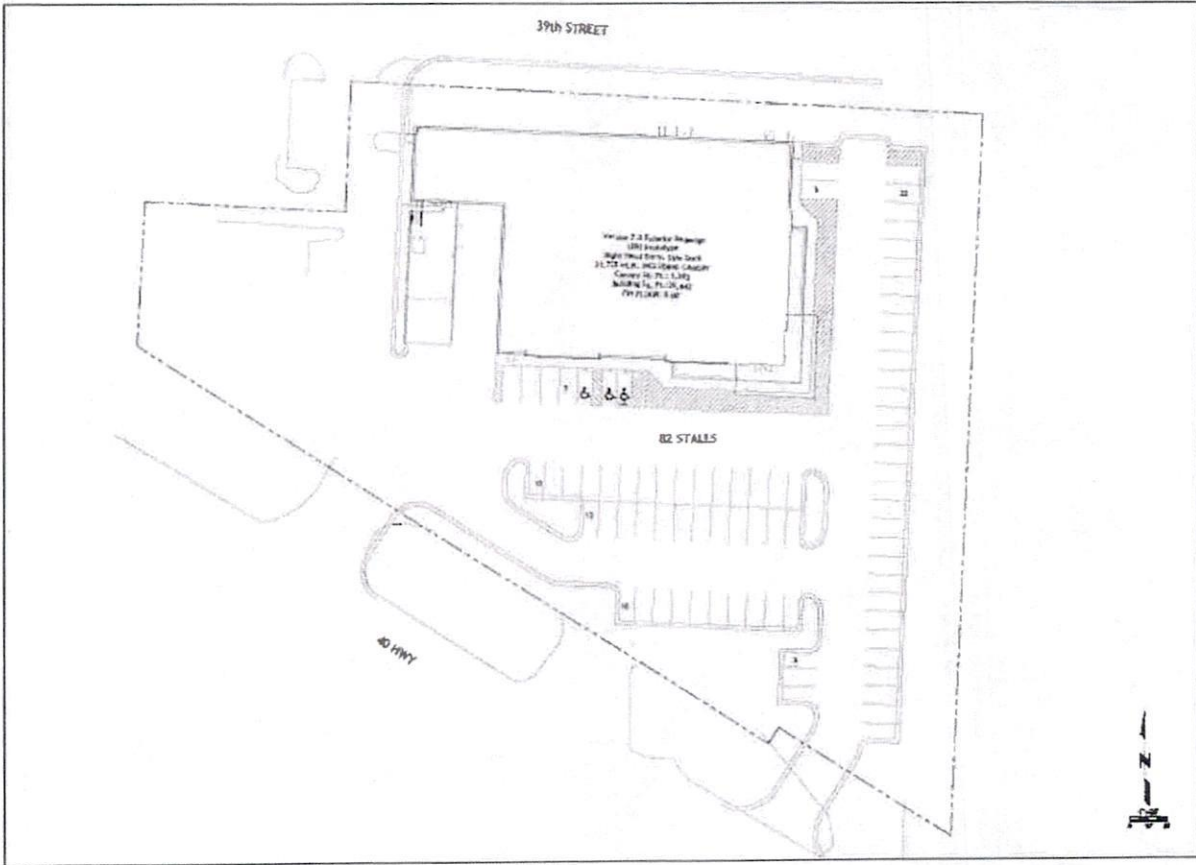
Index of Exhibits:

- A. Legal Description of Property
- B. Site Plan of Property

EXHIBIT A
Legal Description of Property

Lots 2, 3 and 4, 39/40 PLAZA, a subdivision in Independence, Jackson County, Missouri.

EXHIBIT B
Site Plan of Property





ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI

11/21/2019 12:17 PM
COV FEE: \$27.00 3 PGS

INSTRUMENT NUMBER
2019E0096005

MISSOURI GENERAL WARRANTY DEED

This Indenture, made on 20th day of November, 2019, by and between Hitesh Patel, an unmarried man, as GRANTOR, and Aldi Inc. (Kansas), a Kansas corporation, as GRANTEE, whose tax mailing address is: 10505 S. K7 Highway, Olathe, Kansas 66061.

Witnesseth: that the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto Grantee, Grantee's heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Jackson, and State of Missouri, to wit:

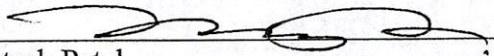
See Exhibit "A" attached hereto and made a part hereof

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD the same together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said Grantee forever, the said Grantor covenanting that said party or parties and the heirs, executors, administrators and assigns of each party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said Grantee, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2019 and thereafter, and special taxes becoming a lien after the date of this deed.

Chicago title 190695

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

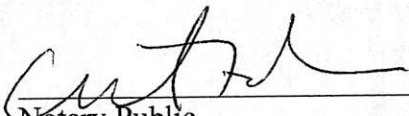

Hitesh Patel

STATE OF Missouri

COUNTY OF Jackson)SS:

On this 19th day of November, 2019, before me personally appeared Hitesh Patel, known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Blue Springs, Missouri, the day and year first above written.


Notary Public

My term expires: 03-22-2021

MICHAEL A. FOOTE
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: 03-22-2021
ID #17748467

This document prepared by:
Lisa J. Berger, Esq.
150 E. Main Street
Suite 1A
Columbus, Ohio 43215

EXHIBIT A

Tract 1:

Lots 2, 3 and 4, 39/40 PLAZA, a subdivision in Independence, Jackson County, Missouri.

Tract 2:

A perpetual non-exclusive access easement for pedestrian and vehicular cross-access ingress and egress over the land described in Section 4a of the Declaration of Covenants, Easements and Restrictions recorded September 27, 2013 as Document No. 2013E0102039, subject to the terms provisions and conditions set forth in said instrument.

Tract 3:

A perpetual non-exclusive parking easement over and across that portion of the Property improved with parking facilities described in Section 4b of the Declaration of Covenants, Easements and Restrictions recorded September 27, 2013 as Document No. 2013E0102039, subject to the terms provisions and conditions set forth in said instrument.

Tract 4:

A perpetual non-exclusive utility easement under, through, over and across that portion of the Property described in Section 4c of the Declaration of Covenants, Easements and Restrictions recorded September 27, 2013 as Document No. 2013E0102039, subject to the terms provisions and conditions set forth in said instrument.

Tract 5:

A perpetual non-exclusive drainage easement for the free flow and drainage of storm water and the right to impound storm water within storm water retention facilities described in Section 4d of the Declaration of Covenants, Easements and Restrictions recorded September 27, 2013 as Document No. 2013E0102039, subject to the terms provisions and conditions set forth in said instrument.