

#3 CC
4/17

\$225-

Liquor License
Application Form

Regulated Industries Division
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7079
blicenses@indepmo.org

Application Type: Package Drink Manufacturing Wholesale Special Ownership Change

Business Information

This Business is a: Sole Proprietor Partnership LP LLC Corporation

EFA Commercial LLC

Legal Name of Entity

Type of Business

My Grain Liquor

Doing Business as (d/b/a) (if different than above)

1431 S. Noland Road Independence MO 64055

Physical Address

City

State

Zip

4021 Sterling Ave Kansas City, MO 64133

Mailing Address (if different from above)

2167821391

premiertaxlicensing@

Phone

Cell Phone

Email

gmail.com

MO

1/24/2014

22141430

State & Date of Incorporation or Organization

Missouri Retail Sales Tax Number

Date business scheduled to open

Give dimensions or square footage of the building, outdoor patio, and any other areas in which alcoholic beverages may be stored or dispensed: 2,600 SQFT

Is the proposed location within 300 feet of a church, school, or hospital?

Proposed hours of operation: 10am - 10pm Mon - Sun

If existing business, from whom was the business purchased? n/a

Date of purchase: _____ Date of Possession: _____

Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? If so, explain:

n/a

I hereby apply to the City of Independence, MO, for the following license(s) for the business and premises described above (mark all license types for which you are applying on page 2). I also certify that the information given in this application is true to the best of my knowledge and that the license is non-transferable. I also agree that this business will observe the restrictions specifically enumerated in Chapter 2 of the Independence City Code related to alcoholic beverages.

Wesley B. Smith
Signature of Applicant

Noelmy Braeta
Printed Name

Managing Officer
Title

2/24/2023
Date

Liquor License Types (mark all license types for which you are applying)

All liquor licenses are effective for one (1) year, beginning July 1 and ending June 30. Any liquor license application made between January 1 and March 31 will be charged a prorated fee equal to one-half of the annual license fee (listed below). Those licenses will expire June 30 of that year. Applications made between April 1 and June 30 will be charged the full license fee (listed below), however those licenses will expire June 30 the following year.

Package Liquor Licenses

- P1 – Retail Selling of Intoxicating Liquor of all kinds in the original package (\$150.00)
- P3 – Retail Selling of Beer only in the original package; includes Sunday Sales (\$150.00)
- S – Sunday Sales (\$300.00)
- T – Tasting Permit (\$25.00)

Drink Licenses

- T1 – Retail Selling of Intoxicating Liquor by the Drink (\$450.00)
- T2 – Retail Selling of Malt Liquor & Wine by the Drink (\$150.00)
- T3 – Retail Selling of Beer by the Drink; includes Sunday Sales (\$150.00)
- R1 – Restaurant Selling Intoxicating Liquor (\$450.00)
- R2 – Restaurant Selling Beer; includes Sunday Sales (\$150.00)
- F1 – Tax Exempt Organizations Selling Intoxicating Liquor (\$300.00)
- H1 – Hotel Selling Intoxicating Liquor (\$450.00)
- Z1 – Consumption of Intoxicating Liquor (\$150.00)
- S – Sunday Sales (\$300.00)

Manufacturing, Distilling, Blending Licenses

- M1 – Manufacturing, Distilling, Blending Intoxicating Liquor of all kinds (\$300.00)
- M2 – Manufacturing twenty-two (22) percent or less alcohol- content intoxicating liquor (\$300.00)
- M3 – Manufacturing, Brewing Malt Liquor (\$300.00)

Wholesale Licenses

- W1 – Wholesale selling of Intoxicating Liquor of all kinds (\$300.00)
- W2 – Wholesale selling of twenty-two (22) percent or less alcohol-content intoxicating liquor (\$300.00)
- W3 – Wholesale selling of malt liquor (\$300.00)

Special Licenses

- S1 – Microbrewery (\$7.50 per 100 barrels produced)
- S2 – Domestic Winery (\$7.50 per 500 gallons produced)
- S4 – Picnic 7 Day Intoxicating Liquor by the Drink (\$15.00 per day)
- S6 – July 4th Celebration Malt Liquor & Light Wine by the Drink (\$15.00 per day)
- C1 – Caterer Intoxicating Liquor by the Drink – Up to 7 Days (\$15.00 per day)
- C2 – Caterer Intoxicating Liquor by the Drink – Up to 50 Days (\$500.00)
- C3 – Caterer Intoxicating Liquor by the Drink – Unlimited Days (\$1,000.00 per day)

Managing Officer, Sole Owner, or Managing Partner Information

Noelhy Ozaeta							[Redacted]
Full Name							Social Security Number
F	33	5'4	190	[Redacted]	California	Yes	
Sex	Age	Height	Weight	Date of Birth	Place of Birth	Are you a U.S. Citizen	
148 S. Hawthorne Ave	Independence		MO	64053			
Home Address	City		State	Zip			
Premier Tax	8162542300		premiertaxlicensing				
Place of Employment (other than business)	Employment Phone		Email				
4021 Sterling Ave	Kansas City		MO 64133 @gmail.com				
Employment Address	City		State		Zip		

City or Town where the Managing Officer, Sole Owner, or Managing Partner pays taxes:

Independence, MO

Will this person be in active control and management of this business? Please explain (part-time/full-time, etc.):

No

Have you, any partner or employee ever been arrested anywhere in the United States for the violation of any City, State or Federal Law? If so, who, where, when and what offense (do not include minor traffic offenses):

No

Have you, any partner or employee ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? If so, explain:

No

Have you, or any member of your household or immediate family, ever made application for a permit for the Director of Liquor Control that was denied? If so, explain and provide approximate date of denial:

No

Do you rent or lease the premises for which this business is to be used? If so, give terms of rent or lease, and name and address of property owner:

No, purchased

Partnership or Member Information (complete only for partnerships or LLCs with multiple members)

Give partnership or LLC name (if not already listed above) and the name, address, and percentage ownership interest of each partner or member:

Anuruddha Amarasena
19014 W. 165th St. 100%
Olathe, KS 66062

Corporate Information (complete only for a corporation)

List full name, complete address, phone number, date of birth and Social Security Number of all corporate officers:

President: _____
Vice President: _____
Secretary: _____
Treasurer: _____
Managing Officer: _____

Names, address, and phone number of shares owned of all stockholders who hold 10% or more of the capital stock:

Is the corporation or any stockholder or the managing officer thereof, or any member of his/her household or immediate family, have interest directly in any other permit issued by the Director of Liquor Control? If so, explain:

Has any stockholder of the corporation or an officer ever been employed by any person, partnership, or corporation that had a license revoked or suspended? If so, who, where, when and what offense:

Alcoholic Beverage Code Certifications – Adult Materials

- I certify this establishment will not display or sell books, photos, magazines, videos, or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing, or relating to specified sexual activities.
- I certify this establishment will display or sell books, photos, magazines, videos, or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing, or relating to specified sexual activities.

Alcoholic Beverage Code Certifications – Allow Entry for Inspection

- I agree that I will permit the entry of any officer or investigator who has legal authority for the purpose of inspection; and will permit the removal of all things and articles which may be in violation of the ordinances of Independence, Missouri, and the laws of the State of Missouri or the United States.

Alcoholic Beverage Code Certifications – Restaurant Liquor Sales

- If qualifying as a restaurant:** I certify that at least 50% of the gross sales of the business for which this license application is made will consist of food.

Alcoholic Beverage Code Certifications – Package Liquor Sales

If applying for a package liquor license: I certify that, at all times, I will keep a stock of goods having a value according to my original invoices of at least one thousand dollars (\$1,000.00), exclusive of the inventory value of the fixtures and of the intoxicating liquor, which I shall offer for sale on said premises. Check one of the following:

- This location will have alcohol sales that are less than 90% of gross store sales.
 This location will have alcohol sales that are more than 90% of gross store sales.

Additional Documentation Required

1. Letter of Explanation – Letter explaining why the application is being submitted by outlining the operations of the business and the use of the liquor license, should it be approved.
2. A recent photo of the Managing Officer.
3. Criminal Record Check – Missouri Highway Patrol criminal record check for the Managing Officer, Sole Owner, or each partner or member of a partnership or LLC.
4. Copy of the Managing Officer's paid Missouri personal property tax receipt for year immediately preceding the date of application.
5. Copy of Missouri voter registration card for the Managing Officer.
6. Recent photos of the interior and exterior of the premises to be licensed. If the building is under construction, the applicant shall provide a copy of the plans and specifications of the building.
7. Floorplan of the premises to be licensed including any areas where alcoholic beverages will be stored, sold, or consumed including outdoor patio areas.
8. Copy of Jackson County Business Property Tax receipt for year immediately preceding date of application. (If the business was new after January 1 of that year, it is exempt from this requirement.)
9. Business License Application – Applicant must submit a Business License application that includes a letter of "No Tax Due" dated within the previous 90-days for the MO sales tax number provided and a certificate of liability insurance.
10. License Fee: Check or money order payable to the City of Independence. See page 2 for current annual license fees.

Please return this application and all required documents to the Regulated Industries Division at the address above. For questions about completing this application, please contact Jordan Ellena at JEllena@indepmo.org or by phone at 816-325-7183.

Letter of Explanation

02/27/2023

To whom it may concern:

G & A Commercial LLC DBA Mygrain Liquors is applying for a liquor license in the city of Independence, Missouri. Mygrain Liquor is currently operating at 1324 S Noland Rd, Independence, MO 64055 but will be moving to a new location at 1431 S Noland Rd, Independence, MO 64055. Mygrain Liquor is currently an operating liquor retail store in Independence but will be moving into new location as soon as all current licenses have been approved and transferred to new location. If you have any additional questions please feel free to contact our Managing Officer Noelhy Ozaeta at 816-782-1391.

Regards,

A handwritten signature in black ink, appearing to read "Noelhy Ozaeta", written over a horizontal line.

Noelhy Ozaeta, Managing Officer

USA MISSOURI NOT FOR REAL ID PURPOSES
DRIVER LICENSE

9 CLASS **F** 41 EXP [REDACTED]
41 DL NO. [REDACTED] 3 DCB [REDACTED]

OZAETA NOELHY
1107 BENNINGTON AVE
KANSAS CITY, MO 64126

99 END NONE
12 RESTRICTIONS **A**

15 SEX **F** 17 WGT **180 lb**
16 HGT **5'-03"** 18 EYES **BRO**

4th ISS 03/27/2021

DD 212010860018 [REDACTED]

21 2104902130419220101
Rev 01/27/2020
07/02/1999

CLASS:
F-Operator

ENDORSEMENTS:
None

**Donor
Symbol
Sticker**

RESTRICTIONS:
A-Corrective Lenses



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 01/10/2023

Name (1): NOELHY OZAETA

Name (2): NOELHY HERNANDEZ

Name (3):

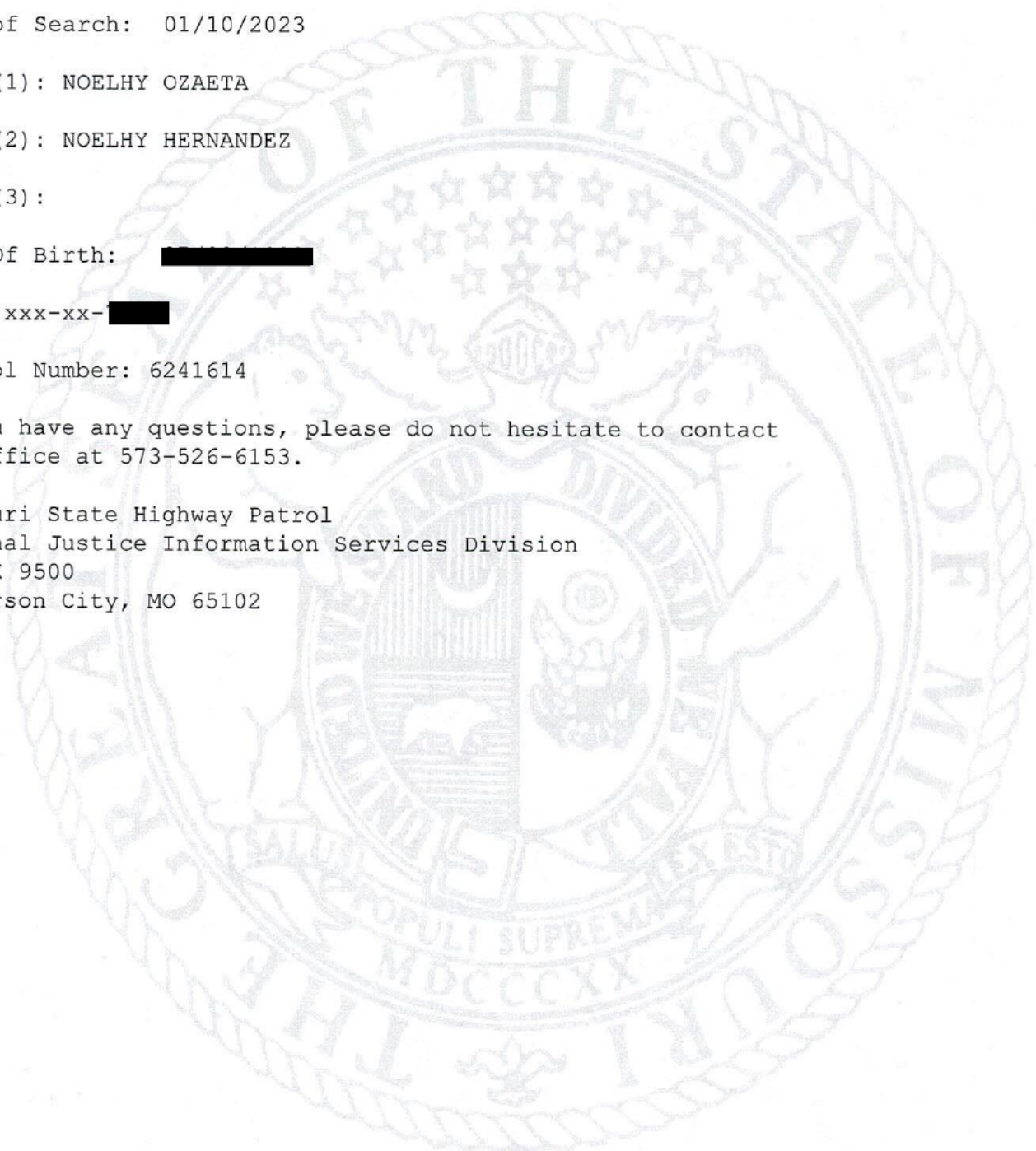
Date Of Birth: [REDACTED]

SSN: xxx-xx-[REDACTED]

Control Number: 6241614

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102





Official Receipt

Jackson County, MO

2022 Property Tax

Paid January 10th, 2023

Receipt Details

Receipt Number
13561188

Amount Applied
\$1,103.69

Payer Name
OZAETA NOELHY (HERNANDEZ)

Tender Type
ACH

Payer Address
1716 BRYAN ST
UNINCORPORATED, MO 64126

Personal Property

Property Account Number 203280527

Name
OZAETA NOELHY (HERNANDEZ)

Address
1716 BRYAN ST
UNINCORPORATED, MO 64126

Since
2022-04-22

To
--

Tax Year 2022 Receipt Details

Type
TRUCK

Make
DODGE

Model
DURANGO

Series
4D GT AWD

Model Year
2018

Item ID
1C4RDJDG3JC414687

Plate Number
--

Name on Title 1
OZAETA NOELHY

Amount Applied
\$911.04

Unpaid Balance
\$0.00

Description
A/V Principal-Regular

Amount Applied
\$13.67

Unpaid Balance
\$0.00

Description
A/V Interest

Amount Applied
\$18.49

Unpaid Balance
\$0.00

Description
Chapter 52 General Fund Collect

Amount Applied
\$9.25

Unpaid Balance
\$0.00

Description

Amount Applied	Unpaid Balance	Chapter 52 Maintenance Fund Col
\$46.24	\$0.00	Description
Amount Applied	Unpaid Balance	Chapter 141 General Fund Collec
\$105.00	\$0.00	Description
		Personal Property Late Filing Penal

Distribution of Districts

STATE BLIND PENSION
\$3.26
BOARD OF DISABLED SERVICES
\$9.08
MENTAL HEALTH
\$12.09
METRO JUNIOR COLLEGE
\$22.03
KANSAS CITY LIBRARY
\$60.22
JACKSON COUNTY
\$64.32
FIRE DISTRICT - INTER-CITY
\$149.28
INDEPENDENCE SCHOOL #30
\$590.74

Any unpaid balance will continue to accumulate interest, penalties, and fees.

This receipt reflects the amount of any current unpaid balance at the time this receipt is generated. It does not include any such interest, penalties and fees that are later accrued. Changes to the account may change the unpaid balance amount.

If this payment does not clear your financial institution, this receipt is void and you may receive a returned item fee and late penalty. Please verify with your financial institution that this payment has cleared.

Jackson County Board of Election Commissioners
P.O. Box 296, Independence, MO 64051



PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
INDEPENDENCE, MO
Permit No. 161

RETURN SERVICE REQUESTED

JACKSON COUNTY
BOARD OF ELECTION COMMISSIONERS
P.O. Box 296 • Independence, MO 64051 • 816-325-4600
VOTER IDENTIFICATION CARD
"PLEASE KEEP THIS CARD"

Ozaeta, Noelhy
148 S HAWTHORNE AVE
INDEPENDENCE, MO 64053

TWP	PCT	CON	SEN	REP	CO	CTY
B1	01A	5	11	21	3	IN01

ID No. 750490105

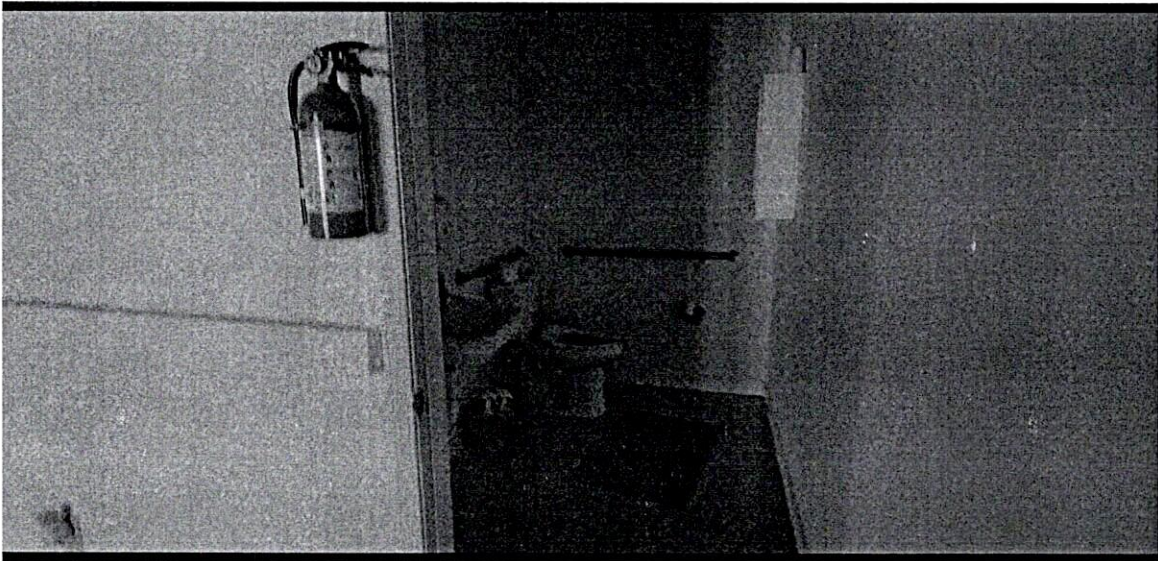
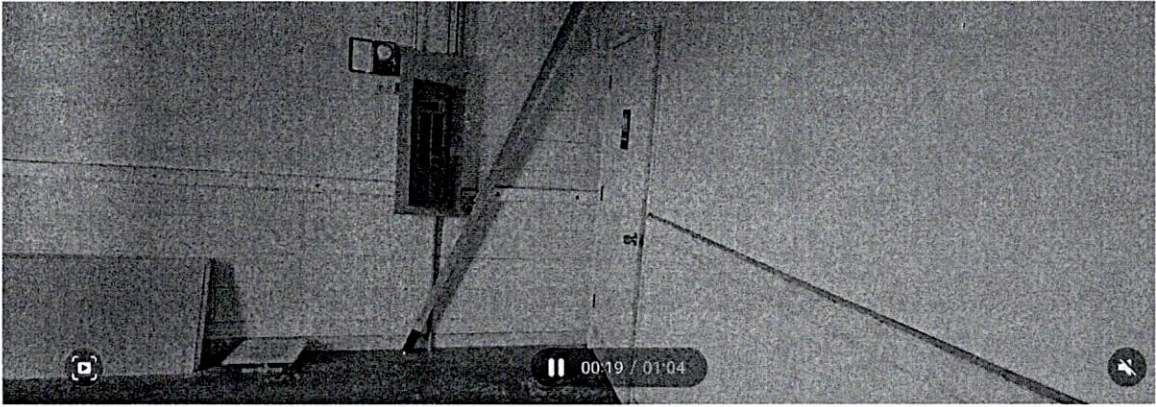
Registration Date:
02/23/2019

Noelhy Ozaeta
148 S Hawthorne Ave
Independence, MO 64053-1453

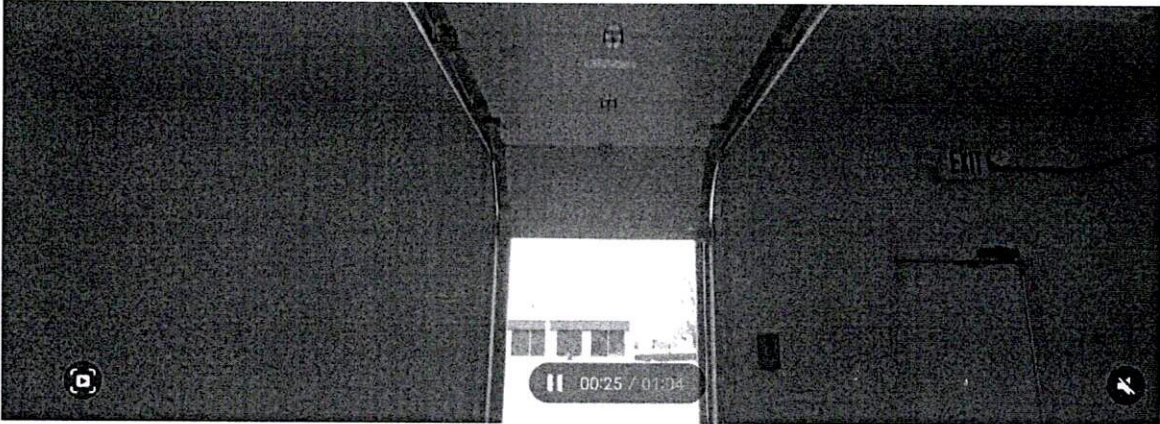
Please retain this card for voting purposes
and to obtain a Real ID



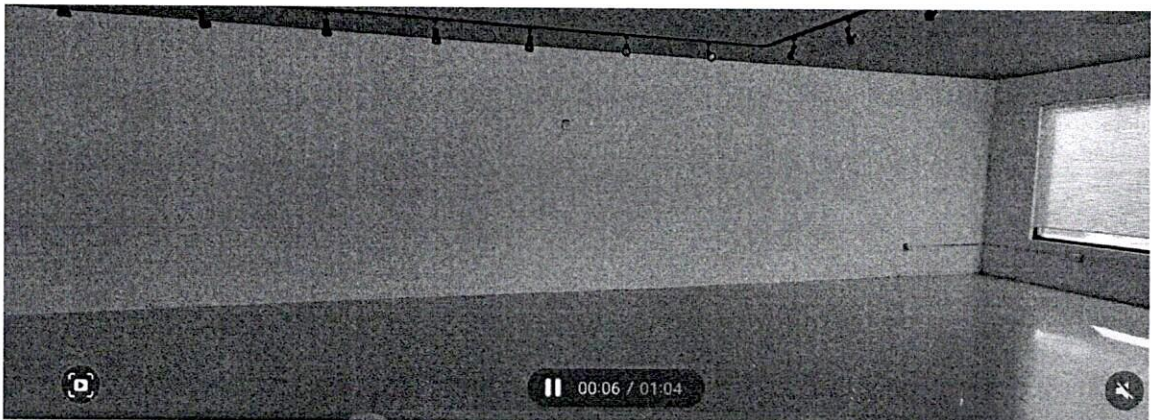
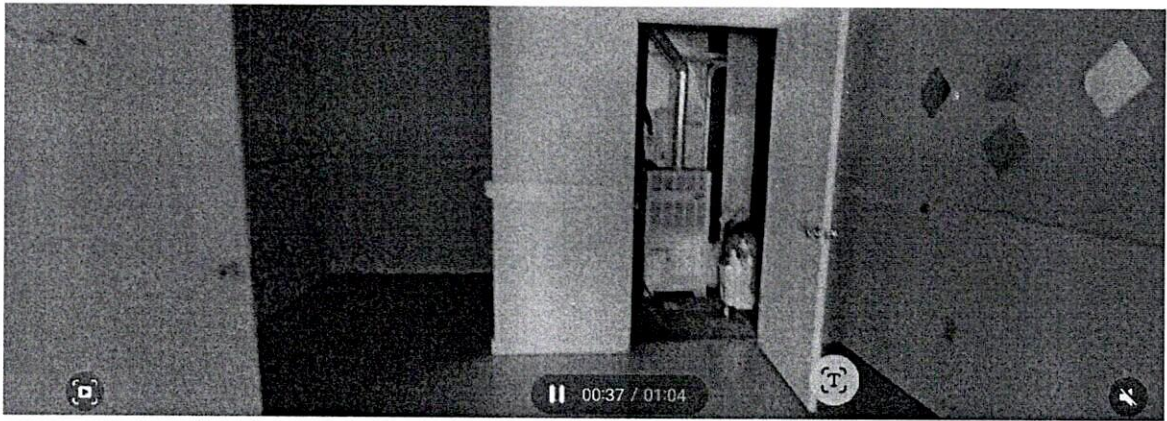
Indoor



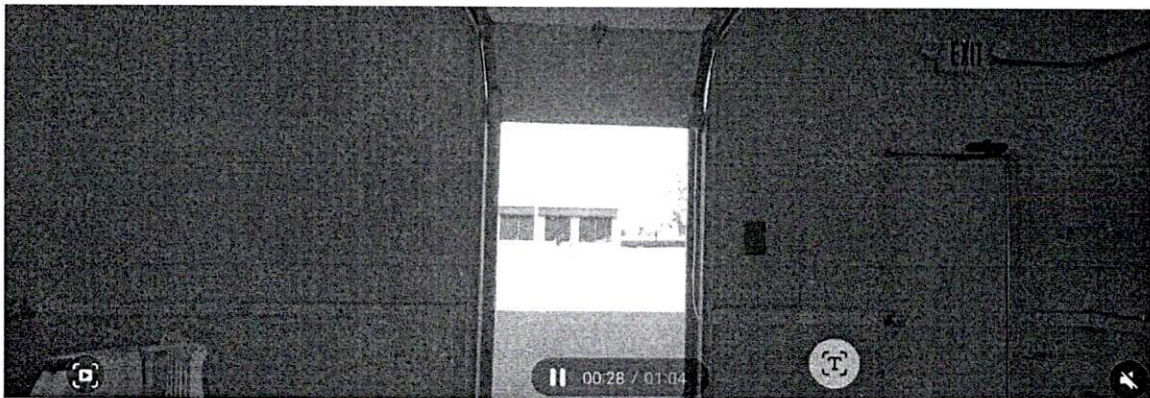
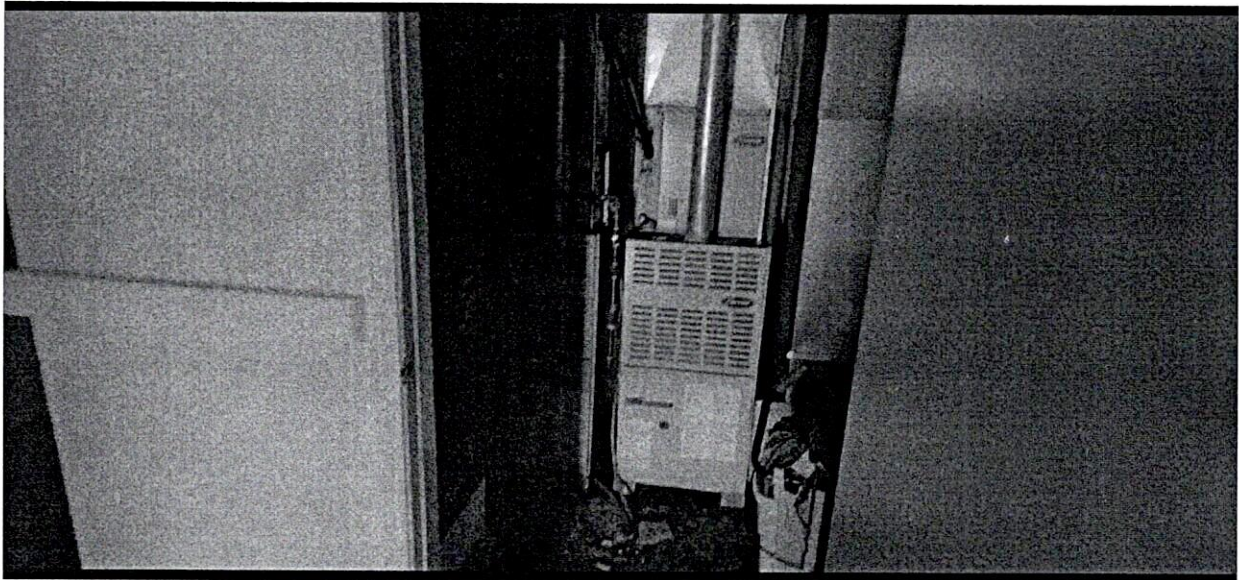
Indoor



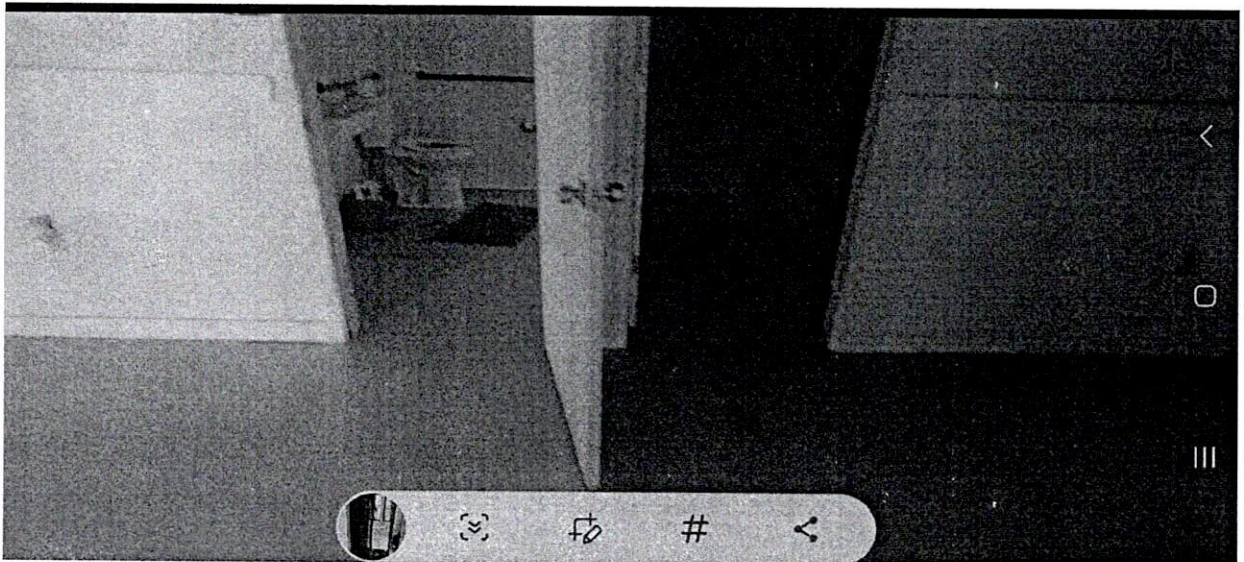
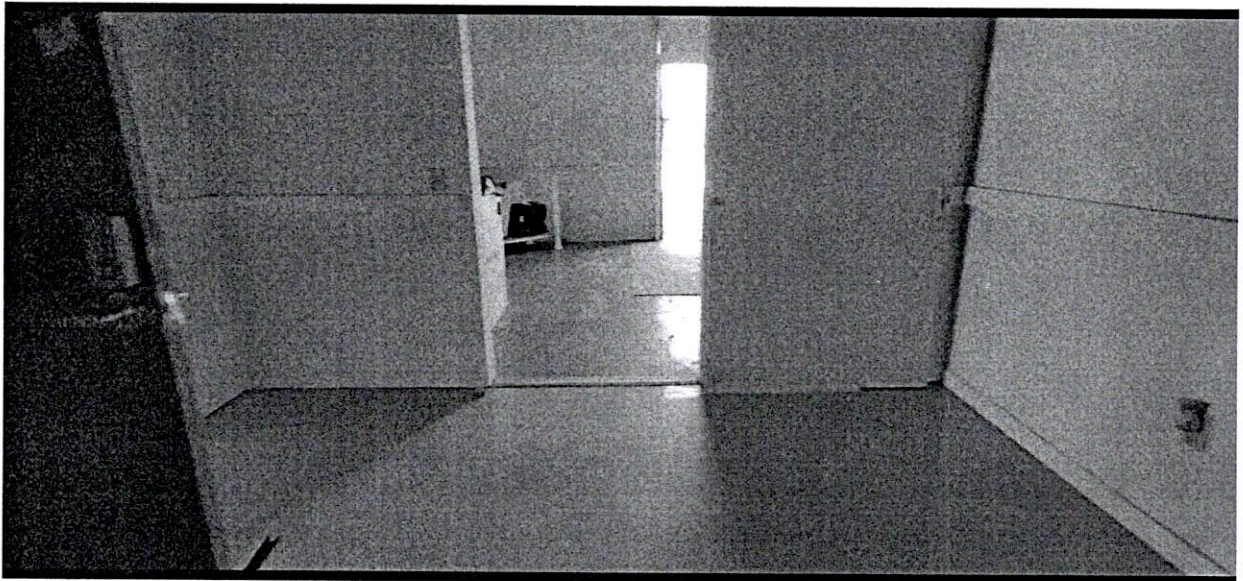
Indoor



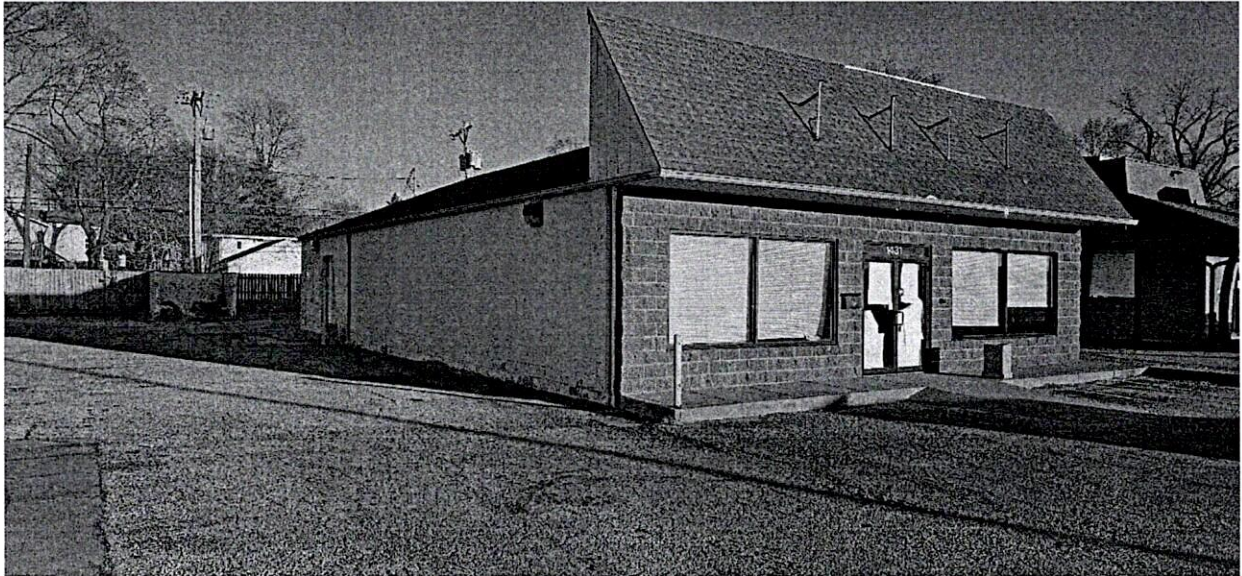
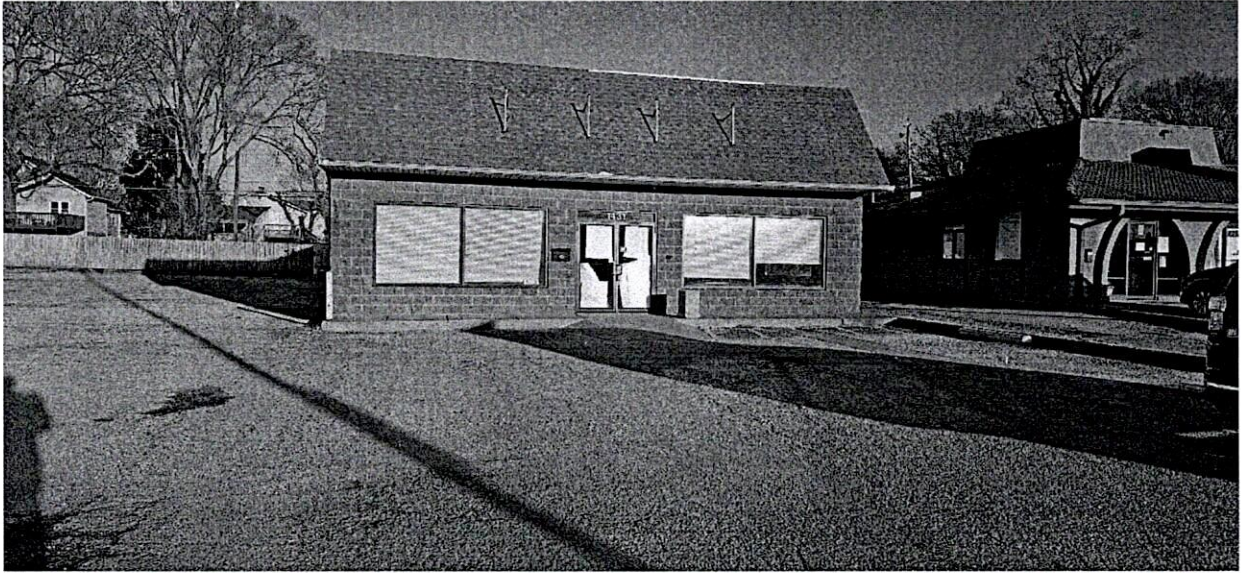
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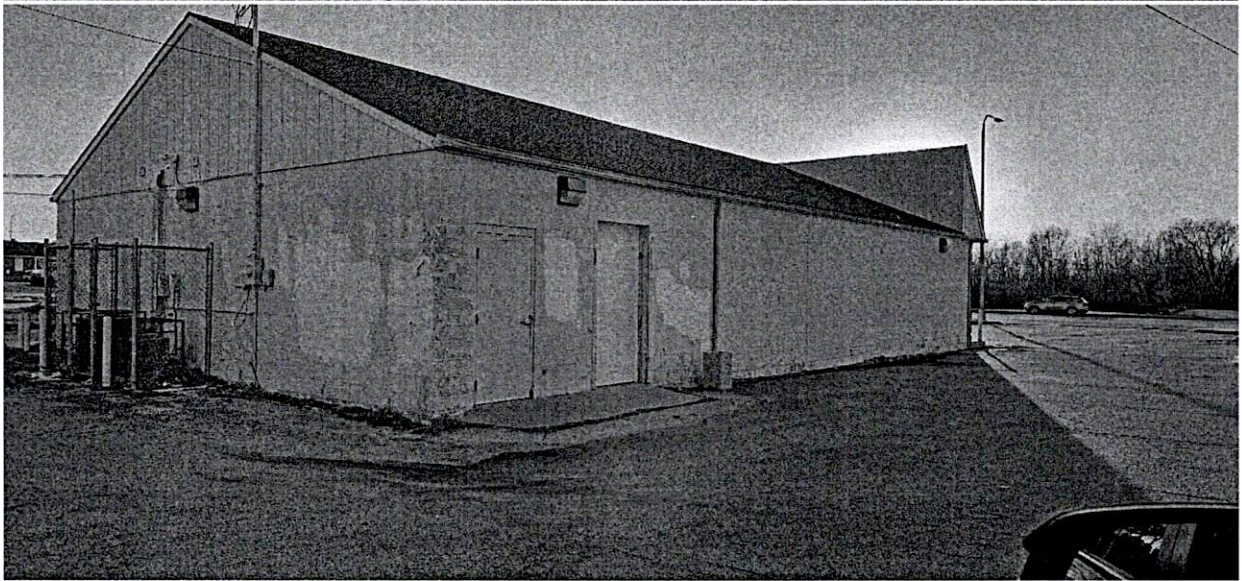
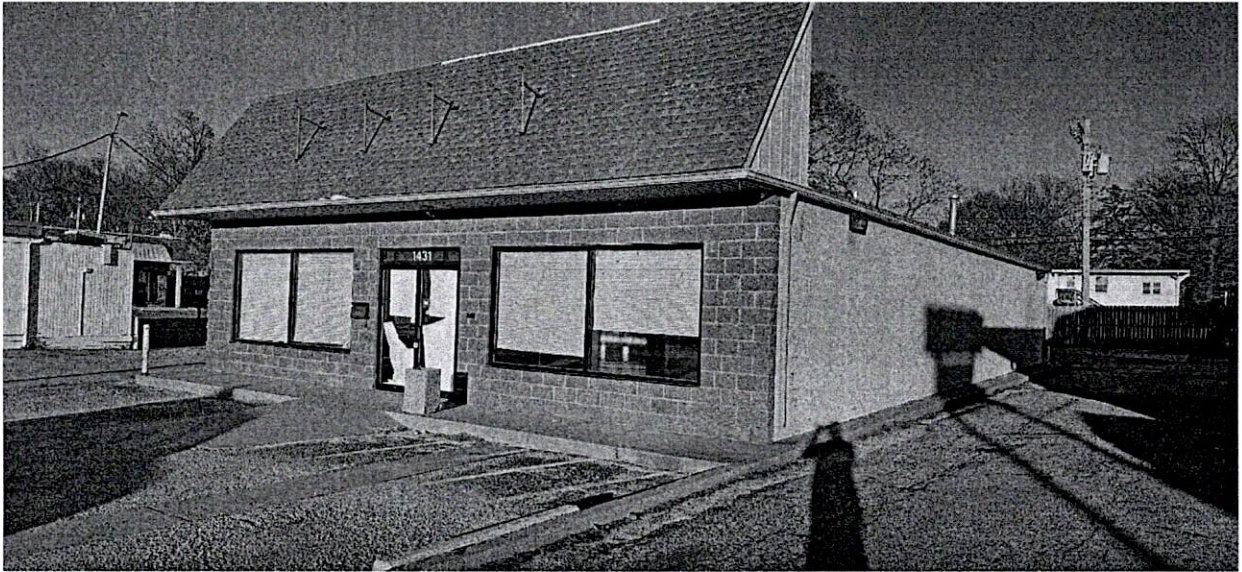
Indoor

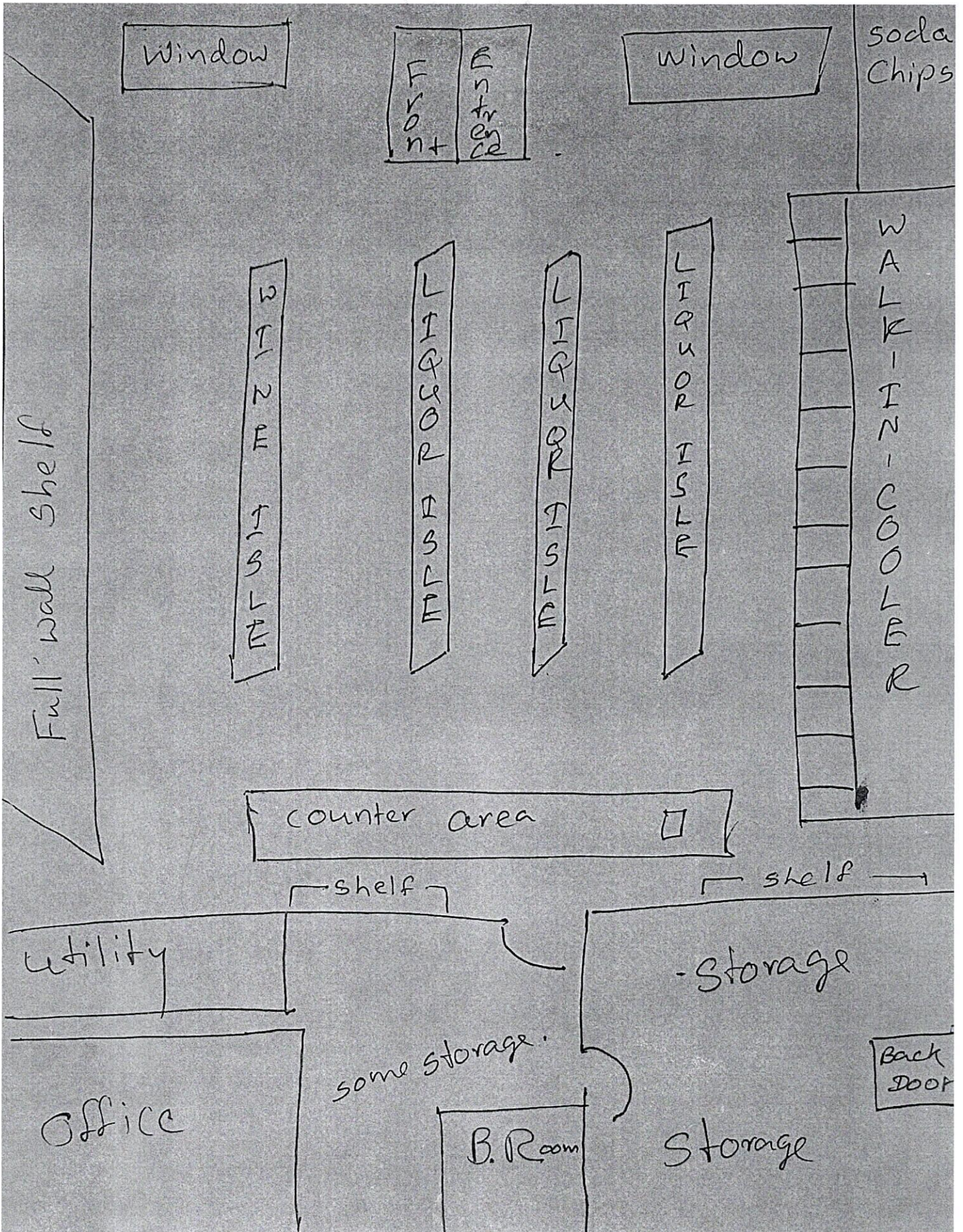


Outdoor



Outdoor







JACKSON COUNTY JOINT GOVERNMENTAL
TAX PAYMENT RECEIPT

RECEIPT NUMBER: 13168129

Page 1 of 1

Entered: 11/23/2022 12:00 AM

Cashier: downjol

Printed By: LABLCLA

Interest Date: 12/31/2022

Drawer: -1

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
20140009B	2022	009	\$23.73	\$0.00	Property Tax Principal
	2022	SJCG	\$25.00	\$0.00	County License Fees
Amount Applied for Tax Year 2022			\$48.73	\$0.00	Unpaid Balance Amount for Tax Year 2022
Agency					Amount
JACKSON COUNTY					\$2.0718
MID-CONTINENT LIBRARY					\$1.1339
INDEPENDENCE SCHOOL #30					\$19.0276
BOARD OF DISABLED SERVICES					\$0.2926
METRO JUNIOR COLLEGE					\$0.7097
MENTAL HEALTH					\$0.3895
STATE BLIND PENSION					\$0.1050

Description of Property:

Item Type: MACR 7YR

Purchase Year: 2021

Item Type: MACR 7YR

Purchase Year: 2020

Item Type: MACR 7YR

Purchase Year: 2019

Item Type: MACR 7YR

Purchase Year: 2015

Situs Address: 1324 S NOLAND RD, INDEPENDENCE

Total Paid on This Receipt: \$48.73

Payment was received by interest date.

Run: 2/27/2023 12:13:34 PM

End of Receipt Number 13168129: 1 Page

[ascend30]

Notes:

*Interest , penalties and fees will be assessed on any unpaid balance amount. The amount of any unpaid balance shown on this receipt is the unpaid balance amount at the time the receipt is run, exclusive of such interest, penalties and fees.

Changes in the taxable value may alter your unpaid balance amount.

Failure of this payment to clear your financial institution will void this receipt. A returned item fee and late penalty may be assessed. Please verify with your financial institution that this payment has cleared.

PAYER:

G & A COMMERCIAL LLC
 1324 S NOLAND RD
 INDEPENDENCE MO 64055

OWNER:

G & A COMMERCIAL LLC
 1324 S NOLAND RD
 INDEPENDENCE MO 64055

State of Missouri Missouri Retail Sales License

Licensee:

License Issued: 02/22/2023

G&A COMMERCIAL LLC
1431 S NOLAND RD
INDEPENDENCE, MO 64055

G&A COMMERCIAL LLC

MISSOURI ID: 22141430

The issuance of this license is contingent upon the licensee's compliance in all respects with the requirements in Chapter 144 RSMo, and the rules promulgated thereunder.

This license is valid until cancelled and surrendered by the licensee or revoked by the Director of Revenue.

This license must be prominently displayed in the place of business.

LIQUOR CONTROL
COPY

STATE OF MISSOURI

Wayne Wearing
Director of Revenue

MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION

This business is registered INSIDE the city limits of INDEPENDENCE in JACKSON COUNTY and you are liable to collect and remit all applicable state and local sales taxes.

Notice Number: 2037855789

TAXATION DIVISION
PO BOX 3300
JEFFERSON CITY, MO 65105-3300



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-5860
Fax: 573-522-1722
E-mail: businessstaxregister@dor.mo.gov

MYGRAIN LIQUORS
15218 W 156TH CT
OLATHE, KS 66062-3771

02/22/2023

CERTIFICATE OF NO TAX DUE

RE: MISSOURI ID 22141430
Notice Number 2037857745

To Supervisor of Liquor Control: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer has filed all required returns and paid all SALES TAX due, including penalties and interest, or does not owe any SALES TAX, according to the records of the Missouri Department of Revenue, as of 02/22/2023, except for the period(s) that are under bankruptcy proceedings. These records do not include returns that are not required to be filed as of 02/22/2023 for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to SALES TAX due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This certificate is only for the purpose of obtaining a liquor license and is not pursuant to Section 144.150, RSMo.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION



Commercial and Industrial Sale Contract

This Contract has legal and/or tax consequences. If you do not understand it, consult your attorney

This Commercial and Industrial Sale Contract ("Contract") is made by and between:

Anugee Real Estate, LLC ("Buyer") and the undersigned "Seller."

I. PROPERTY. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as:

1431 S Noland Rd Independence MO 64055 Jackson
Street/City Address City Zip Code County

(Check box if legal description attached)

If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the "Property."

2. INCLUSIONS AND EXCLUSIONS. Note: This Contract, and not the Seller's Disclosure Statement, multiple listing service or other promotional material, provides for what is included in this sale. The Purchase Price and the Property includes (but is not limited to) all of the following (if any) which now exist and are located on the real estate, all of which Seller warrants to convey free and clear: all buildings and structures, and all personal property used in the operation of any such buildings, structures or other improvements, including (if any) all equipment, apparatus, machinery and appliances, and all mechanical, electrical, plumbing, heating, ventilating and air conditioning, gas, water, lighting, power, laundry, garbage disposal, fire prevention, elevator, antenna and pool systems, fixtures and equipment, together with all floor coverings, storm windows and doors, screens and awnings, and keys. Seller to execute and deliver to Buyer at Closing a bill of sale with warranty of title for all included personal property.

To avoid misunderstanding, list below, (as "Included" or "Excluded") any items which may be subject to question:

Included (e.g., offsite items of equipment or machinery, other tangible or intangible personal property or proprietary information, such as business name or software): N/A

Excluded (e.g., any items which are reserved, leased or otherwise not owned by Seller): N/A

The Property shall be subject to the Permitted Exceptions (defined in §6 below), specifically including the following existing leases or tenancies (subject to Buyer's review and approval rights per §7 below): N/A

3. PURCHASE PRICE.

The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ 246,980.00

The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are: \$ 0.00

The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, check one below) \$ 2,500.00

(X) has been provided (recipient to complete "Receipt & Acknowledgement" following this Contract)

() is to be provided by Buyer to the Escrow Agent identified below.

All Earnest Money shall be deposited (unless otherwise specified), no later than ten (10) banking days after the Effective Date, into an escrow account maintained by (Title Company identified at §6 unless otherwise specified):

Chicago Title ("Escrow Agent").

Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.

Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned thereon. Unless otherwise expressly agreed to herein, any interest earned on such deposit shall be added to and form part of the Earnest Money. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

4. CLOSING. Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of (the Title Company unless otherwise specified) Chicago Title ("Closing Agent") at

2345 Grand Blvd., Ste 690, KC MO 64108, MO on or before June 30th, 2023 (the "Closing Date").

Specify Location

Month

Day

Possession and all keys will be delivered to Buyer at Closing. Note: Attach a rider if possession is to be transferred other than as of Closing: See e.g. COM-3000 or 3010 (Commercial Lease Single or Multi-Tenant); MSC-2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).

Brokers are not responsible for delivery of keys. Buyer should change locks following possession.

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g. except for tenant(s) in possession pursuant to any lease or other agreement identified above and/or approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted.

(Note: If the Property is to remain tenant occupied, please complete and attach an appropriate rider).

57 **5. FINANCING/APPRaisal.** (Check all applicable boxes)

58 *Note: A lender's loan approval process may not include a traditional appraisal. Different types of "appraisals" are available and*
59 *underwriting requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property*
60 *appraising at the Purchase Price, Buyer should check box A and complete the following.*

61 **A. Appraisal.** Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase
62 Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also
63 contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price
64 (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy
65 of the appraisal) to Seller no later than 60 days (40 if none stated) after the Effective Date. *Note: MSC-2020N Appraisal Notice*
66 *(Part A) may be used for this purpose.* If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be
67 deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within 7 days (5 if
68 none stated) after delivery of the Appraisal Notice to Seller (the "Appraisal Resolution Deadline"), then this Contract shall
69 automatically terminate (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering
70 Notice thereof to Seller on or before the Appraisal Resolution Deadline. *Note: MSC-2020N (Part C) may be used for this purpose.*
71 If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

72 **B. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price.
73 **C. Nonconventional.** Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.

74 **D. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application,
75 paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating
76 fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender,
77 to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "Loan Contingency Deadline")
78 which is 75 days (45 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance
79 under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer
80 such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that
81 Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from
82 lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing
83 Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's
84 inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer
85 (subject to §8).

86 (Complete one or both) Loan amount: TBD % of the Purchase Price, or \$ TBD
87 Initial interest rate not to exceed: TBD % Amortization term TBD years.
88 Rate Type (check one): Adjustable Other: TBD
89 Other terms (N/A if blank): N/A

90 *Note: If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have*
91 *available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually*
92 *fund.*

93 **6. TITLE AND SURVEY.** *Note~ Any Seller paid Title Fees set forth below are in addition to any "Seller Concessions" (see*
94 *§10).* Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (check
95 one): general warranty deed, special warranty deed, or other _____
96 (the "Deed"), properly executed and in recordable form.

97 Within 14 days (10 if none stated) after the Effective Date (check applicable box below):

98 **A.** Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title
99 insurance in the amount of the Purchase Price (the "Owner's Policy"), both at Seller's cost.

100 **B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

101 **C.** Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

102 **D.** Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

103 The Title Commitment and Owner's Policy shall be issued by _____ (the "Title
104 Company"). Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("Survey") to confirm its legal
105 description and determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse
106 matters that may be disclosed. *Note: All surveys are not alike. Buyer should consult with its lender and Title Company as to their*
107 *survey requirements and ability to provide full survey coverage. MSC-2500 (Survey/Elevation Certificate Order Form) may be used*
108 *to indicate the type of survey or service Buyer selects and the company to perform the same*

109 Buyer has 60 days (20 if none stated) to review the Title Commitment after its receipt, including (except as set forth in §7) all
110 use and other restrictions, rights of way and easements, and all other recorded documents which Buyer may desire to obtain (the
111 "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein
112 and/or the Survey ("Objections"); provided, however, that if box 6D is checked, then Buyer has N/A days (20 if none is stated)
113 after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any
114 Objections to Seller. *Note: MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.*

115 If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such
116 Objections. Seller has 7 days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior
117 to Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within

118 3 additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept
119 title without correction of such Objections. Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be
120 deemed to have refused to agree to correct any of them. If the Contract is terminated under this Section, then the Earnest Money
121 is to be refunded to Buyer (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for
122 any survey and title charges. Seller is solely responsible and liable for clearing any title exception that arises between the Effective
123 Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments
124 to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have
125 been shown) on the Survey or Title Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed
126 waived, and together with all laws and zoning ordinances, are collectively referred to herein as the "Permitted Exceptions". The
127 Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for
128 the cost of any lender title insurance policy.

129 **7. INSPECTIONS.** Buyer may (subject to the conditions expressly set forth herein), at Buyer's option and expense, obtain written
130 inspection reports ("Reports"), from any qualified inspector, contractor, appraiser or consultant that Buyer or its lender may engage,
131 of the Property as deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of:
132 * environmental hazards; 138 well, sewer, septic and waste 144 systems and equipment,
133 * mold; 139 water treatment systems; 145 including appliances;
134 * termite and wood destroying 140 * roof and other 146 * heating and air conditioning
135 insect infestation/damage; 141 structural improvements; 147 systems and equipment; and
136 * flues and gas lines; 142 * leaks and exterior drainage; 148 * soil condition reports;
137 * plumbing, including water 143 * electrical and mechanical

149 and/or copies of records retained by Seller ("Records"), as are necessary and appropriate for the use and occupancy of the Property,
150 or reflecting the income or expenses of the Property (if any), including but not limited to:

151 * plans and drawings;	158	* books;	165	* financial records;
152 * specifications;	159	* computer records;	166	* permits;
153 * square footage;	160	* reports;	167	* licenses;
154 * insurance reports;	161	* leases and other occupancy	168	* approvals;
155 * soil condition reports;	162	agreements;	169	* flood plain data;
156 * engineering reports;	163	* contracts;	170	* zoning regulations;
157 * environmental reports;	164	* rent rolls;	171	* general taxes;

172 and/or documents from or for each tenant of the Property (check all that apply):

- 173 Estoppel Certificate;
174 Subordination, Non-Disturbance and Atornment Agreement (see, e.g., COM-3020);
175 Other (Specify) _____

176 Seller agrees to permit Buyer and/or Buyer's lender and their representatives to enter the Property during reasonable business hours
177 and upon reasonable advance notice to Seller to access such Records and to perform such inspections; provided that such
178 investigations do not unreasonably disrupt the operation of the Property or Seller's business, and/or cause any material or permanent
179 Property damage. Buyer acknowledges that neither Seller nor anyone on Seller's behalf has made, nor do they hereby make, any
180 warranties, guarantees or representations as to the past, present or future condition, income, expenses, operation or any other matter
181 or thing affecting or relating to the Property, excepting only as may be expressly set forth in this Contract. The Records and the
182 results of any inspection or test and the Reports and conclusions of Buyer and Buyer's representatives shall be kept confidential
183 (except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items to Buyer's attorney,
184 accountants, lenders and other parties reasonably necessary to enable Buyer to evaluate the Property. Buyer shall directly maintain,
185 and shall cause any contractor or consultant engaged by it or its lender to maintain, adequate insurance at all times while performing
186 any inspection at the Property. Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller
187 harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court
188 costs, resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract.

189 Buyer shall furnish to Seller a written list of any unacceptable condition(s) pertaining to the Report(s) or the Records (the "Inspection
190 Notice", See COM-2050) within 60 days (30 days if none stated) after the Effective Date (the "Inspection Period"). Note:
191 Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice should include all
192 matters unacceptable to Buyer. If Seller has not received a written Inspection Notice by the end of the Inspection Period, Buyer
193 shall be deemed to be satisfied with the results of such inspection(s). If timely Inspection Notice is given, it shall state whether:
194 (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller; or
195 (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer. Failure to obtain any inspection shall
196 constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

197 If this Contract is not terminated as provided above, Seller shall have 7 days (7 days if none stated) after Seller's receipt of the
198 Inspection Notice (the "Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. (Note: For purposes
199 of this subparagraph, if Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to
200 agree to correct any alleged defects or to provide a monetary adjustment at Closing). The parties shall have an additional 3
201 days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing
202 as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of
203 the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money shall be returned to Buyer;
204 provided, however, that either a written commitment by Seller to correct those items submitted by Buyer for correction during the
205 Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without correction of any

206 unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for purposes of this paragraph, even
207 after earlier negotiation failed to produce an agreement. *Note: A monetary adjustment may affect the terms of Buyer's loan (e.g.,*
208 *down payment, interest rate). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy*
209 *permit.*

210 All Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the
211 coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with
212 a special knowledge or understanding of any Reports, Records or other inspection results. The parties will rely only upon the written
213 inspection results received directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility
214 in determining any defects that may be disclosed by any inspections, warranties or services. Buyer acknowledges that: (1) Buyer
215 will not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or
216 service; (2) inspections, warranties and services may be offered by more than one company and the determination to select and
217 engage a particular company and the completeness and satisfaction of any such inspection, warranty or service is the sole
218 responsibility of Buyer; and (3) when choosing to engage a lender, inspector, warranty, service, title or repair company, or any other
219 service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance,
220 business and professional licensure, membership in professional associations and years of experience. Buyer is encouraged to utilize
221 form MSC-2045 ("Buyer's Inspection Authorization") to facilitate and coordinate this process. *Note: Pursuant to Missouri law, a*
222 *real estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective licensees identified in the Brokerage*
223 *Relationship disclosure Section below (collectively, the "Brokers"), shall be immune from liability for statements made by*
224 *engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and control experts, termite*
225 *inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was made by a person*
226 *employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was selected*
227 *and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless*
228 *disregard as to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be*
229 *instituted against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a*
230 *signatory to such or the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether*
231 *the statement was true or false. A licensee acting as a courier of documents referenced in this Section shall not be considered to*
232 *be making the statements contained in such documents.*

233 **8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROW ITEMS.** Regardless of any other terms of this Contract
234 regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder")
235 shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow Items")
236 without the written consent of all parties to this Contract (signatures on Closing Statement may constitute such consent). Otherwise,
237 Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written agreement signed by all
238 parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow
239 Holder), at which time the Escrow Items may be paid into court, less any attorney fees, court costs and other legal expenses incurred
240 by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by
241 applicable law. A Broker who is holding any Escrowed Items in dispute between the parties is required by §339.105.4 RSMo to
242 report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby
243 authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected
244 Closing Date (absent receipt of written consent of all parties as set forth above). *Note: If an Escrow Holder who is not a licensed*
245 *real estate broker requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede*
246 *the terms of this Contract. Whenever this Contract provides for the return of Earnest Money to Buyer, Buyer agrees that any*
247 *expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).*

248 **9. LOSS; CONDEMNATION.** Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller
249 agrees to maintain Seller's current fire and extended coverage insurance (if any) on the Property, and to do ordinary and necessary
250 maintenance, upkeep and repair, through Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a
251 condemnation proceeding is filed or threatened against any part thereof (a "Taking"), or if any part of the Property is destroyed or
252 physically damaged through no fault of Buyer, then Seller shall promptly provide Notice to Buyer thereof and if Seller intends to
253 restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to
254 its prior condition before the scheduled Closing Date, then the parties shall proceed to Closing. *Note: MSC-2510N (Property*
255 *Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any*
256 *election made in connection therewith.*

257 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly
258 provide Buyer with: a copy of any policy(ies) of insurance (or authorize that it be made available); the name and number of the agent
259 for each policy and written authorization (if needed) for Buyer to communicate with the insurer; a copy of any written
260 communications to and from the condemning authority and/or insurer (as the case may be); the policy limits; and (if known) the
261 amount of proceeds payable on account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed
262 with the transaction and be entitled to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating
263 to any physical damage caused to (or Taking of) the Property, in which case the amount of any such payments theretofore made to
264 Seller (plus any deductible amount not covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option
265 either (a) a credit against the Purchase Price otherwise payable by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller
266 shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or Taking, including the right to

267 conduct any litigation with respect thereto; or (2) rescind the Contract, in which case all parties shall be released from any further
268 liability under this Contract and the Earnest Money shall be returned to Buyer (subject to §8). Buyer shall give Notice of Buyer's
269 election to proceed to Closing to Seller within 10 days after Buyer's receipt of Notice of Property Damage (or Taking, as the case
270 may be) and the aforesaid information. Closing will be extended accordingly, if such information is not received by Buyer more
271 than 10 days prior to the scheduled Closing Date. Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier
272 termination of this Contract) without Buyer's prior written approval, which shall not be unreasonably withheld, conditioned or
273 delayed. Buyer's failure to so notify Seller shall constitute an election to rescind this Contract. A rescission does not constitute a
274 default. This Section shall survive Closing.

275 **10. ADJUSTMENTS AND CLOSING COSTS.** Adjustments, charges and Closing costs are agreed to be paid by the parties,
276 with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (unless otherwise expressly set forth
277 herein or in a rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing
278 Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents required
279 of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby
280 specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required
281 by 20 CSR 2250-8.150. *Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.*

282 **Buyer shall pay for (where applicable):**

- 283 (a) hazard insurance premium(s) from and after Closing;
- 284 (b) flood insurance premium if required by lender;
- 285 (c) fees for the Survey or any appraisal ordered by or for Buyer;
- 286 (d) title company charges (including Closing, recording and escrow fees) customarily paid by a buyer in the County where the
287 Property is located;
- 288 (e) charges imposed by lender (e.g., appraisal and credit report fees, loan discount "points", loan origination or funding fees and
289 other loan expenses) unless specifically agreed to be paid by Seller;
- 290 (f) building, termite, environmental and any other inspections ordered by Buyer;
- 291 (g) special taxes, special subdivision and any other owner association assessments ("Special Assessments") levied after Closing;
- 292 (h) the value of any propane gas left in any propane tank at the Property (based on current market rate charged by supplier);
- 293 (i) agreed upon repairs;
- 294 (j) applicable municipal occupancy permit fee; and
- 295 (k) any commission or other compensation due from Buyer to the Broker(s).

296 **Seller shall pay for (where applicable):**

- 297 (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer);
- 298 (b) expenses of Buyer's loan agreed to by Seller;
- 299 (c) title company charges (including Closing, releasing and escrow fees) customarily paid by a seller in the County where the Property
300 is located;
- 301 (d) required municipal, conservation district and fire district inspection fees;
- 302 (e) so-called "one-time" Special Assessments levied before Closing;
- 303 (f) security deposits and prepaid rents and expenses or Income (*as defined below*) collected by or on behalf of Seller (to be credited
304 to Buyer at Closing);
- 305 (g) agreed upon repairs; and
- 306 (h) any commission or other compensation due from Seller to the Broker(s).

307 **The Parties shall prorate and adjust between them at Closing (based on 30 day month), with Seller to pay for day of Closing):**

- 308 (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30 days to
309 be collected by Seller and not adjusted;
- 310 (b) all other current profits, royalties, tolls or earnings arising out of or in connection with the Property ("Income"), with Income
311 delinquent over 30 days to be collected by Seller and not adjusted. Buyer shall, upon receipt, turn over to Seller any rents or Income
312 received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after
313 deducting and crediting any amounts due to Buyer for any time period after Closing;
- 314 (c) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 315 (d) installments of Special Assessments becoming due during the calendar year of Closing;
- 316 (e) subdivision upkeep assessments and monthly association fee;
- 317 (f) interest (if Buyer assumes an existing loan per §5 above); and
- 318 (g) flat rate utility charges (including water, sewer and trash).

319 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("Seller Concessions") up to, but
320 not to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses,
321 Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("Title Fees") paid by Buyer, or any other
322 expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any Title Fees paid by
323 Seller or any brokerage or transaction fees charged by Buyer's Broker).

324 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Contract is binding on and shall inure to the
325 benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the
326 written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming

327 the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that
328 Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to
329 §1031 of the Internal Revenue Code (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary/
330 third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or
331 affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations
332 of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real
333 property, for purposes of consummating an Exchange at the request of another party (the "Requesting Party"). In addition, no party
334 shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in
335 any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting
336 Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

337 **12. ENTIRE AGREEMENT/MODIFICATION.** This Contract and any Rider(s) or other attachments hereto (*if any*) constitute
338 the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating
339 to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed
340 by all parties.

341 **13. DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming
342 a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party
343 may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller
344 or Buyer, the other party shall have the following remedies:

345 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by
346 Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by written Notice to Seller, and agree to
347 release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses
348 incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy
349 (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by
350 Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an
351 approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at
352 law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer,
353 shall be returned to Buyer. Buyer's release of Seller shall not relieve Seller's liability (*if any*) to the Broker assisting Seller pursuant
354 to any listing or other brokerage service agreement between them.

355 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by
356 Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by written Notice to Buyer, and retain the Earnest
357 Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible,
358 to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation
359 of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity.
360 If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto
361 shall be as set forth in the listing or other brokerage service agreement entered into between them.

362 **14. PREVAILING PARTY.** In the event of any litigation between the parties pertaining to this Contract, the prevailing party
363 shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs
364 and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

365 **15. SELLER'S DISCLOSURE STATEMENT.** (*check one*)

366 **A.** Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for
367 this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
368 advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to
369 performance under this Contract.

370 **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 day after the Effective Date. Buyer shall have 3
371 days after delivery of the Disclosure Statement to review said disclosure, or to deliver written Notice of termination to Seller if this
372 Contract is to be terminated, in which case the Earnest Money shall be returned to Buyer. If Buyer does not timely deliver Notice
373 of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

374 **C.** No Seller's Disclosure Statement will be provided by Seller.

375 Seller confirms that the information in the Seller's Disclosure Statement (*if any*) is (or when delivered will be) accurate, to
376 the best of Seller's knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to
377 Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to
378 Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure
379 Statement false or materially misleading.

380 **16. LEAD-BASED PAINT DISCLOSURE.** If required by law, Seller has provided a Disclosure of Information of Lead-Based
381 Paint and/or Lead-Based Paint Hazards form.

382 **17. FINAL WALK-THROUGH.** Buyer, its representatives and any inspector whose report prompted a request for repairs, shall
383 have the right to enter and "walk-through" and verify the condition of the Property. A "walk-through" is not for the purpose of
384 conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it was on the
385 Effective Date; and (2) any repairs which are required or agreed upon (*if any*) are completed in a workmanlike manner. Waiver of

386 any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any
387 repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all utilities turned on during the
388 Inspection Period and during a "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer
389 shall have the right to have the utilities transferred to Buyer within 4 days (4 if none stated) prior to Closing.

390 18. SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all
391 of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice
392 pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic method
393 deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile
394 machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

395 19. GOVERNING LAW/CONSTRUCTION. This Contract shall be construed in accordance with the laws of the State of
396 Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine,
397 feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are
398 intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain any provisions
399 of this Contract. If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or
400 unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to
401 affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect
402 and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that
403 such provision(s) may be referred to in order to determine the intent of the parties.

404 20. NOTICES. Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required
405 under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon
406 delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting,
407 dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to
408 Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated
409 agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the
410 Notice.

411 21. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)
412 Government Loan MSC-2011R Back-Up Contract MSC-2023R Other _____
413 Other _____ Other _____ Other _____

414 22. SPECIAL AGREEMENTS. (complete only if applicable)
415 Seller agrees to pay for cost of survey and lot split fees from sale proceeds.
416 Seller agrees to pay the commission from the sale proceeds.
417 Seller agrees to have roof damage and interior ceilings repaired.
418 Seller agrees to have utilities turned on by no later than January 31st, 2023 to verify there are no frozen water lines.
419 If there are any damaged water lines, seller agrees to pay for any and all repairs needed.
420 This contract is contingent upon getting an approved liquor license from the City of Independence, MO by 3/31/23
421 This contract is contingent upon getting all governmental approvals for re-platting the lot by no later than 6/23/23.

422 23. LICENSEE PERSONAL INTEREST DISCLOSURE. (complete only if applicable)
423 _____ (insert name of licensee)
424 is a real estate broker or salesperson, and is (check one or more, as applicable):
425 a party to this transaction;
426 a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
427 an immediate family member of Seller Buyer. Specify: _____

428 24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION.
429 (check one, neither or both, as applicable) Seller Buyer
430 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage
431 Relationship Section below is (are) the only real estate broker(s) involved in this sale.

432 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

433 25. **BROKERAGE RELATIONSHIP.** By signing below, Buyer and Seller confirm that disclosure of the undersigned licensee(s)
434 brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or
435 transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first
436 contact, or immediately upon the occurrence of any change to their relationship.

- 437 Licensee assisting Buyer is a: (Check appropriate boxes)
438 Buyer's Limited Agent (acting on behalf of Buyer)
439 Seller's Limited Agent (acting on behalf of Seller)
440 Dual Agent (acting on behalf of both Buyer & Seller)
441 Transaction Broker Assisting Buyer (not acting on behalf
442 of either Buyer or Seller)
443 Subagent of Seller (acting on behalf of Seller)
444 (Also check here if serving as a designated agent)

- 445 Licensee assisting Seller is a: (Check appropriate boxes)
446 Seller's Limited Agent (acting on behalf of Seller)
447 Buyer's Limited Agent (acting on behalf of Buyer)
448 Dual Agent (acting on behalf of both Seller & Buyer)
449 Transaction Broker Assisting Seller (not acting on behalf of
450 either Seller or Buyer)
451 (Also check here if serving as a designated agent)

452 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

453 CEAH Realtors Block and Company, Inc., Realtors
454 Broker's Firm Assisting Buyer (and MLS ID No., if required) Broker's Firm Assisting Seller (and MLS ID No., if required)
455 Broker's Firm State License # 2008002686 Broker's Firm State License #

456 By (Signature) [Signature]
457 Licensee's Printed Name: Shannon E. Simmermon, P.C.
458 Licensee's State License # 1999093397
459 Date: 1/20/23

By (Signature) [Signature]
Licensee's Printed Name: Bill Maas
Licensee's State License # 2010028352
Date: 1/23/23

460 26. **FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the franchisor is not
461 responsible for the acts of said Broker(s).

462 27. **SALES INFORMATION.** Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and
463 after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service,
464 local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate
465 data.

466 28. **FOREIGN INVESTMENT.** Seller represents that it is not a foreign person as described in the Foreign Investment in Real
467 Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number.

468 29. **ANTI-TERRORISM.** Each party hereto represents and warrants to each other party and to the Broker(s), that such party is
469 not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and
470 Blocked Person (as defined in Presidential Exec. Order 13224), or with whom you are prohibited to do business under anti-terrorism
471 laws.

472 30. **ACCEPTANCE DEADLINE/EFFECTIVE DATE.** Buyer's offer to purchase the Property shall automatically expire if
473 Seller has not accepted it by _____, m., on _____ (the "Acceptance Deadline"). This offer may
474 be accepted by: (1) Seller signing it; and (2) providing timely notice of such acceptance (which may be given orally or in writing) to
475 Buyer or to the licensee assisting Buyer (i.e., on or before the Acceptance Deadline). This Contract will become valid and legally
476 binding at such time. The "Effective Date" of this Contract shall be the date adjacent to the signature of the last party to sign this
477 Contract.

478 31. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the obligations of the parties under this
479 Contract. All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used
480 herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

481 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ~ SIGNATURE PAGE TO FOLLOW**

SIGNATURE PAGE TO COMMERCIAL AND INDUSTRIAL SALE CONTRACT

SELLER ACCEPTS OFFER (Sign Below)

Donald L. Amundson 01/20/2023
BUYER Date
Printed Name: Anugee Real Estate, LLC

Charlie Franklin
SELLER Date and Time 1-23-22
Printed Name: King Kong Properties, LLC

BUYER Date
Printed Name: _____

Charlie Franklin
SELLER Date and Time 1-23-22
Printed Name: CHARLIE FRANKLIN
SON

If signing on behalf of a trust or other legal entity,
please print its name and your title below:

If signing on behalf of a trust or other legal entity,
please print its name and your title below:

SELLER REJECTS OFFER (Initial) _____

SELLER COUNTER-OFFERS (Initial) _____
Counter Offer form MSC-2040, which amends the terms of
this offer, is attached and incorporated into this Contract

RECEIPT AND ACKNOWLEDGEMENT

Receipt of the Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth above.

By (Signature) SE. Simmermon P.C.

Licensee's Printed Name: Shannon E. Simmermon, P.C. Date: 1/20/23

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.

Last Revised 12/31/20.

City of Independence

CityHall

Date: 2/28/2023 4:02 PM

ID: counter

Batch: 28736

Trans #: 2

Batch Date: 3/1/2023

Receipt: 2 09610694

Acct:

Name: MyGrain Liquors

Liquor License \$225.00

CRC \$225.00

Total Paid: \$225.00

Thank you for your payment.

Have a nice day!

www.ci.independence.mo.us

816-325-7930

