

AUCTION

PROPERTY INFORMATION

A photograph of an auction scene, showing several people holding up numbered paddles. The paddles are white with black numbers. The background is blurred, focusing on the paddles in the foreground. The image is overlaid with a dark blue geometric shape on the left side.

Find Your Freedom[®]

Medicine Man Pharms
Overbrook, Osage County, Kansas



**Heritage Brokers
& Auctioneers**

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**Heritage Brokers
& Auctioneers**



WELCOME AUCTION BIDDERS...!

On behalf of United Country | Heritage Brokers & Auctioneers, Heck Land Company, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 95 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: BidHeritage.com (for Auctions) and BuyHeritage.com (for Traditional Real Estate Sales). For more about Heck Land Company, visit HeckLandCo.com.

Thanks again for your attendance,

R. Shawn Terrel, CAI, AARE
Owner / Broker / Auctioneer
Heritage Brokers & Auctioneers

Brian Pine
Rural Land Agent
Heck Land Co

UNITED COUNTRY®
in Kansas City since 1925

(877) 318-0438 Office * (816) 420-6219 Fax * 2820 NW Barry Rd., Kansas City, MO 64154
www.BidHeritage.com & www.BuyHeritage.com

ONLINE-ONLY AUCTION

10± ACRES 7 GREENHOUSES



Property set up to grow hemp, plants, or vegetables -
IDEAL TO START OR EXPAND YOUR BUSINESS!

Property Location: The SE Corner of E 109th St & SE Croco Rd, Overbrook, KS

Register To Bid: BidHeritage.HiBid.com

Call Brian Pine:
785-423-1220

Bidding Ends: Dec 8 • 6 PM



PROPERTY
INSPECTION:
THURSDAY
DEC 1
1 PM



HECK LAND
— COMPANY —

785-917-5700
HeckLandCo.com

United
Country
Real Estate

**Heritage Brokers
& Auctioneers**
877-318-0438

Richard Shawn Terrel, Broker | Lic #2012000450

Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I _____ (Buyer) agree to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction:

10 +/- Acres plus improvements, East 109th St, Overbrook, Osage County, Kansas

Legally Described as:

10+/- acres of land located in Section (2), Township (14) South, Range (16) East, Osage County, Kansas. Together with (7) horticultural growing facilities and other improvements that are physically located at 00000 E 109th St, Overbrook, Kansas 66524. (Complete legal description to be provided by Title Company).

Bidding Open & Close Dates/Times:

- o Online Bidding Opens on Saturday, November 12th, 2022 at 6:00 PM (CT)
- o Online Bidding Closes on Thursday, December 8th, 2022 at 6:00 PM (CT)

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to the auction company, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller's Confirmation:** The property is being offered in an Online Only Auction, with all bids being subject to approval by Seller.
- 2) **Auction Bidding Registration:** Online bidder hereby acknowledges that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may **contact Lucinda Terrel at (816) 420-6257 or by email at Lucinda@BuyHeritage.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#17).
- 4) **Property Preview:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders and can be conducted during the property preview dates as advertised. The property may also be inspected by scheduling an appointment with **Brian Pine, Heck Land Co., at (785)423-1220**.

- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. Purchase and sale are conducted in U.S Funds only.
- 6) **Buyer's Premium:** A **Five Percent (5%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 5% buyer's premium = total purchase price of \$105,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into a Contract to Purchase the property immediately upon being notified of the Seller's acceptance of their winning bid. Upon the close of the auction the winning bidder will be forwarded via email the Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by the Auction Company (**Heritage Brokers & Auctioneers**) within 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract will be sent using DocuSign for electronic signature. A sample copy of the Auction Real Estate Sales Contract is available for review online prior to placing any bids in the auction.
- 8) **Down Payment:** A non-refundable down payment of **Ten Percent (10%)** of the total contract purchase price will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or by **December 30th, 2022**. Closing shall take place at **Kansas Secured Title, 4830 Bob Billings Parkway, Suite 200, Lawrence, KS 66049**. Closing Agent is **Shannon Zandanel** and their phone number is **785-843-2830**, email is **szandanel@kstitle.com**. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements filed of record.
- 11) **Minerals:** All mineral rights owned by sellers (if any) shall transfer with the surface.
- 12) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 14) **Title:** Seller shall provide a Preliminary Title Commitment for the property being sold. Buyer shall pay for the issuance of the Title Policy for the property being sold and transferred. Seller shall execute a Warranty Deed conveying the property to the buyer(s).
- 15) **Taxes:** Seller shall pay 2022 Real Estate Taxes in full. Buyer will be responsible for 2023 and future Real Estate Tax Payments.
- 16) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Heritage Brokers & Auctioneers, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the

"Maximum Bid" feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

- 17) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Pre-Auction Offers:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions, and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance.

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

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

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)



SELLER'S AGRICULTURAL LAND PROPERTY DISCLOSURE STATEMENT

Document updated:
December 2014

SELLER:	Medicine Man Pharms, LLC
DATE:	June 4, 2021
PROPERTY ADDRESS:	00000 E 109th St, Overbrook, Ks 66524
LEGAL DESCRIPTION:	S02, T14, R16E, Acres 10.4, N1/2, NW1/4, of lot 4 of NW Fractured 4, Less Row. Final legal to be provided by

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

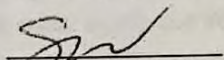
- This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Agricultural Land Property Disclosure Statement (the "Statement").
- SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

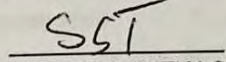
2. SELLER'S INSTRUCTIONS:

- SELLER has an obligation under this Statement to:
 - Review this Statement and any attachments carefully;
 - Verify all the important information concerning the Property;
 - Attach all available supporting documentation on the Property;
 - Use explanation lines as requested and when necessary; and
 - Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.


SELLER'S INITIALS


SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.

B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

A. BUYER has an obligation under this Statement to:

- (1) Review this Statement and any attachments carefully;
- (2) Verify all the important information about the condition of the Property contained in this Statement;
- (3) Ask the SELLER about any incomplete or inadequate responses;
- (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
- (5) Review all other applicable documents concerning the Property;
- (6) Conduct personal or professional inspections of the Property; and
- (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.

B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEE SHARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate date that SELLER acquired the Property: November 21, 2019
2. What is the current zoning of the Property? Agriculture

Part 4. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? ☒ Public Water ☐ Private Water ☐ Well ☐ Cistern ☐ Other ☐ None
2. If the water source is a Well, please state: Type _____ Depth _____
Diameter _____ Age _____
3. If the water source is a Well, has the water originating from the well ever been tested? ☐ Yes ☐ No
If Yes, please provide the results of such tests in separate documentation.
4. Does the Property have any sewage facilities on or connected to it? ☐ Yes ☒ No
If Yes, please specify: ☐ Public Sewer ☐ Private Sewer ☐ Septic System ☐ Lagoon ☐ Grinder Pump ☐ Cesspool
5. If there are sewage facilities on or connected to the Property, when were they last serviced? _____
6. Are you aware of any problems relating to the water systems or sewage facilities on the Property? ☐ Yes ☒ No
If Yes, please explain: _____

7. Additional Comments: _____

Part 5. ELECTRICAL AND NATURAL GAS SYSTEMS:

1. Is there electrical service connected to the Property? ☒ Yes ☐ No
2. If there is electrical service connected to the Property, is there a meter? TWO 400 AMP METERS ☒ Yes ☐ No
3. If there is no electrical service connected to the Property, what is the distance to the electrical service? _____ ☐ Yes ☒ No
4. Is natural gas connected to the Property? ☐ Yes ☒ No
5. If there is no natural gas connected to the Property, what is the distance to the nearest source? UNKNOWN ☐ Yes ☒ No
6. Is there a natural gas well on the Property? ☐ Yes ☒ No
7. If there is a natural gas well on the Property, can the natural gas well be used by the surface occupant? ☐ Yes ☒ No
8. Are you aware of any additional costs to hook up utilities to the Property? ☐ Yes ☒ No
If Yes, please explain: _____

9. Additional Comments: _____

Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency (FEMA)? ☐ Yes ☒ No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? ☐ Yes ☒ No
3. Have any neighbors complained that the Property causes drainage problems? ☐ Yes ☒ No
4. Has the Property had a stake survey? ☐ Yes ☒ No
If Yes, please attach a copy of the stake survey.
5. Are the boundaries of the Property marked in any way? ☒ Yes ☐ No
6. Do you have an Improvement Location Certificate (ILC) for the Property? ☐ Yes ☒ No
If Yes, please attach a copy of the Improvement Location Certification (ILC).
7. Is there fencing on the Property? ☒ Yes ☐ No
If Yes, does the fencing belong to the Property? Yes I believe the fencing belongs to property. ☒ Yes ☐ No
8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? ☐ Yes ☒ No
9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? ☒ Yes ☐ No
If Yes, is the Property owner responsible for the maintenance of any such shared features? ☒ Yes ☐ No
10. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? ☐ Yes ☒ No
11. Are you aware of any state-listed or county-listed weeds on the Property now or during the last growing season? ☐ Yes ☒ No
12. Has the Property received any notice for non-compliance with the noxious weed law? ☐ Yes ☒ No
13. Is there currently a lien on the Property due to actions taken under the noxious weed law? ☐ Yes ☒ No

14. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here: _____

#5 Seller believes property corners are marked by fence posts.

#7 Seller believes shared fence

15. Additional Comments: _____

Part 7. HAZARDOUS CONDITIONS:

1. Are you aware of any underground storage tanks on or near this Property? ☐ Yes ☒ No
2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)? ☐ Yes ☒ No
3. Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)? ☐ Yes ☒ No
If Yes, please attach a copy of the environmental reports.
4. Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? ☐ Yes ☒ No
5. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)? ☐ Yes ☒ No
6. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property? ☐ Yes ☒ No
7. Are you aware of any other environmental conditions on the Property? ☐ Yes ☒ No
8. Have any other environmental inspections or tests been conducted on the Property? ☐ Yes ☒ No
9. If you have answered "Yes" to any of the questions in Part 7, please attach documentation and explain here: _____

10. Additional Comments: _____

Part 8. OTHER MATTERS:

Are you aware of:

1. Any violation of zoning, setbacks or restrictions or of a non-conforming use? ☐ Yes ☒ No
2. Any violation of laws or regulations affecting the Property? ☐ Yes ☒ No
3. Any existing or threatened legal action pertaining to the Property? ☒ Yes ☐ No
4. Any litigation or settlement pertaining to the Property? ☐ Yes ☒ No
5. Any current or future special assessment pertaining to the Property? ☐ Yes ☒ No
6. Any other conditions that may materially and adversely affect the value or desirability of the Property? ☐ Yes ☒ No
7. Any other condition that may prevent you from completing the sale of the Property? ☐ Yes ☒ No
8. Any burial grounds on the Property? ☐ Yes ☒ No
9. Any leases on the Property? ☐ Yes ☒ No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating the Property: _____

10. Any easements or leases on the Property regarding wind energy? ☐ Yes ☒ No
 If Yes, please attach a copy of the easement or lease agreement.
11. Any public authority contemplating condemnation proceedings? ☐ Yes ☒ No
12. Any government rule limiting the future use of the Property other than existing zoning regulations? ☐ Yes ☒ No
13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property? ☐ Yes ☒ No
14. Has the Property been entered into, enrolled or placed into any government farm or conservation program? ☐ Yes ☒ No
15. Any interest in all or part of the Property that has been reserved by the previous owner or government action? ☐ Yes ☒ No
16. Any unrecorded interests affecting the Property? ☐ Yes ☒ No
17. Anything that would interfere in passing clear title to the BUYER? ☐ Yes ☒ No
18. If you have answered "Yes" to any of the questions in Part 8, please attach documentation and explain here: _____

#3 Seller owes creditors for construction services ~~due~~ to the property and there have been Mechanic Liens filed on the property to that effect.

19. Additional Comments: _____

Part 9. SELLER'S OWNERSHIP OF PROPERTY INTERESTS:

SELLER owns:

1. Mineral rights? ☐ Yes ☒ No ☐ Portion of Rights
2. Crops? ☐ Yes ☒ No ☐ Portion of Rights
3. Conservation Reserve Program (CRP) payments? ☐ Yes ☒ No ☐ Portion of Rights
4. Water rights? ☐ Yes ☒ No ☐ Portion of Rights
5. If you have checked "No" or "Portion of Rights" to any of the questions in Part 9, please attach documentation and explain here: _____

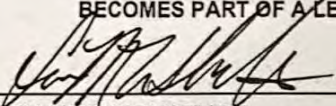
6. Additional Comments: _____

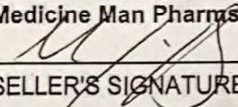
Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

- The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- BUYER acknowledges that BUYER has received, read and understood a signed copy of the SELLER'S Agricultural Land Property Disclosure Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.

4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

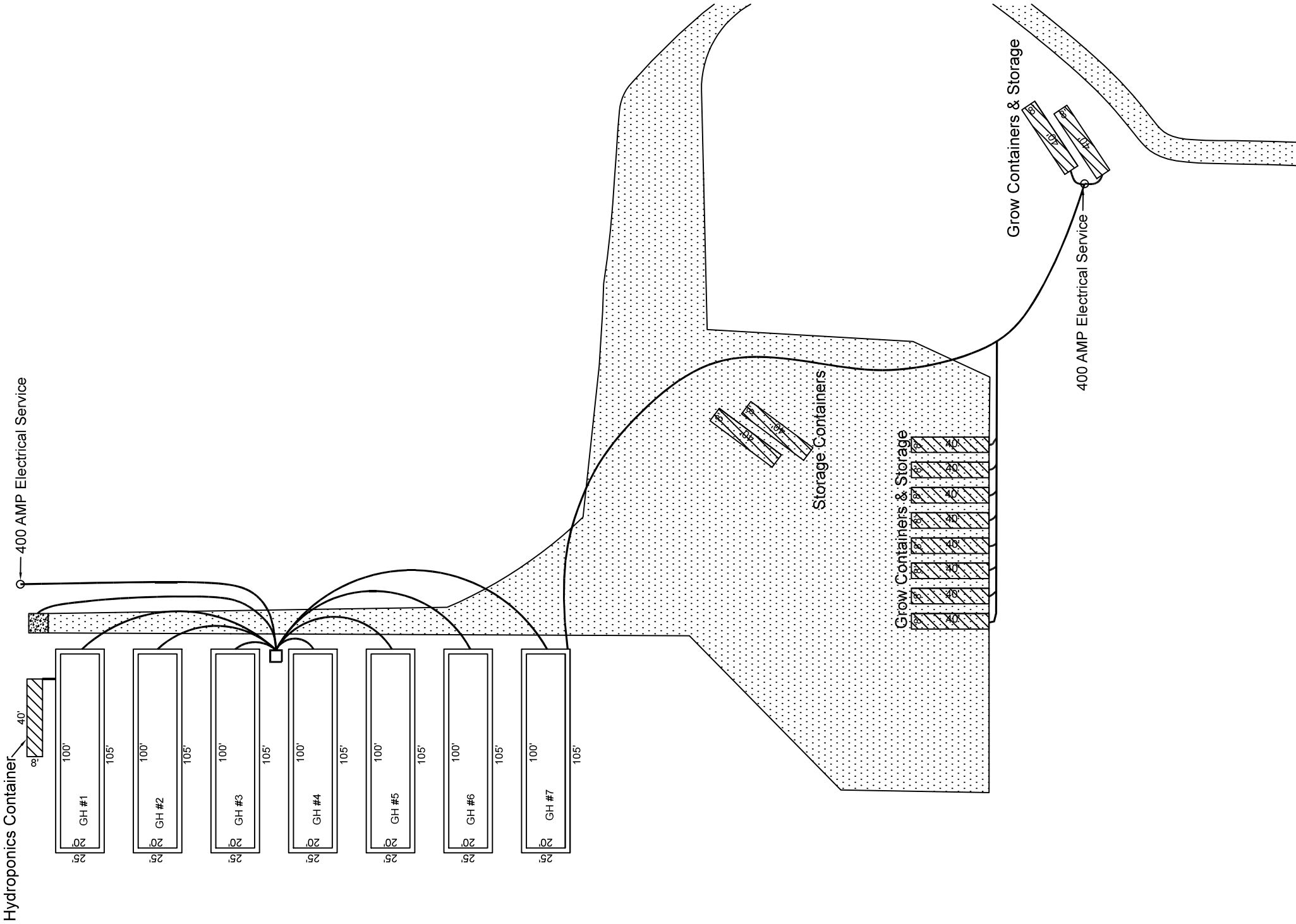
CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

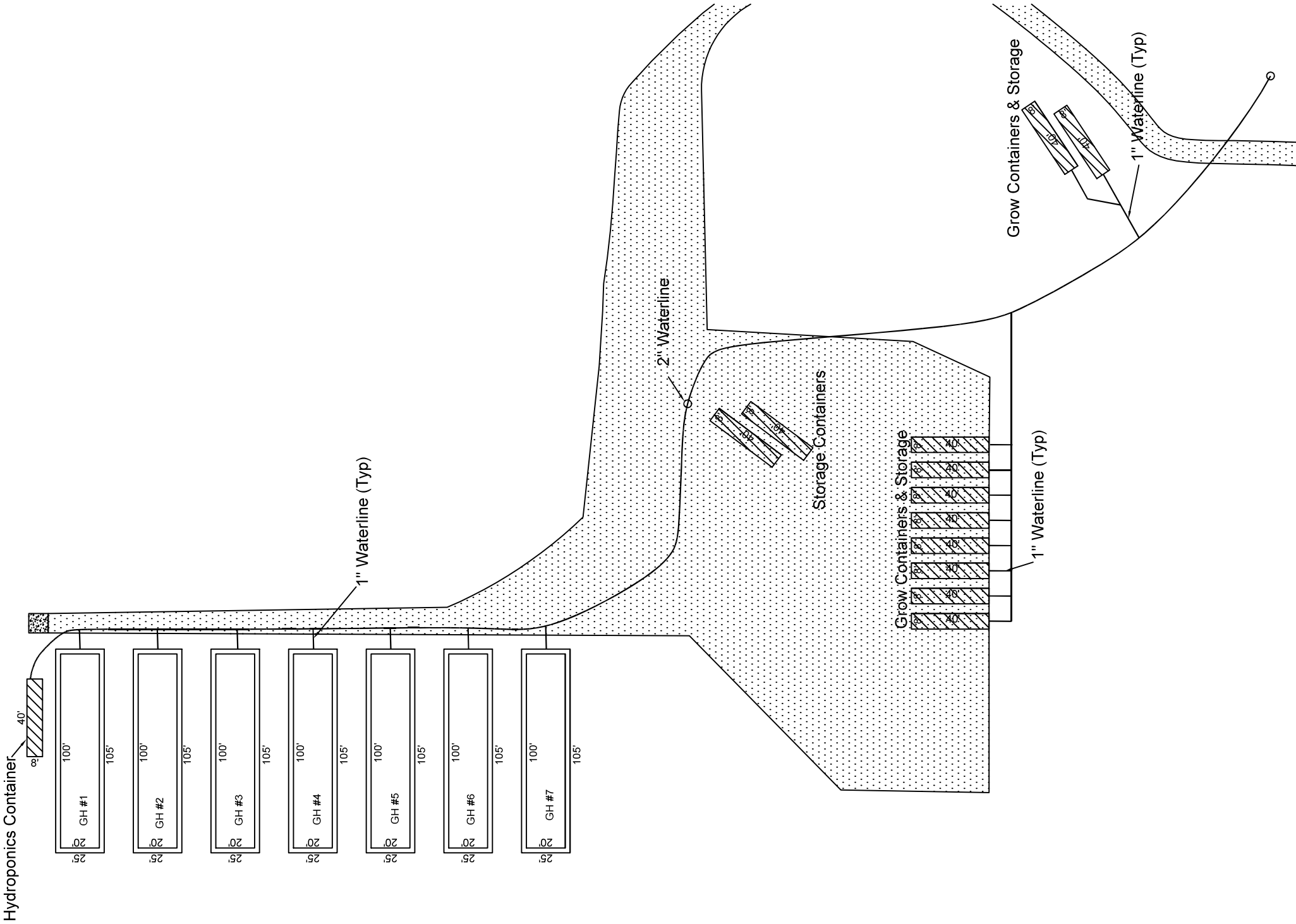
 8/30/21
SELLER'S SIGNATURE DATE

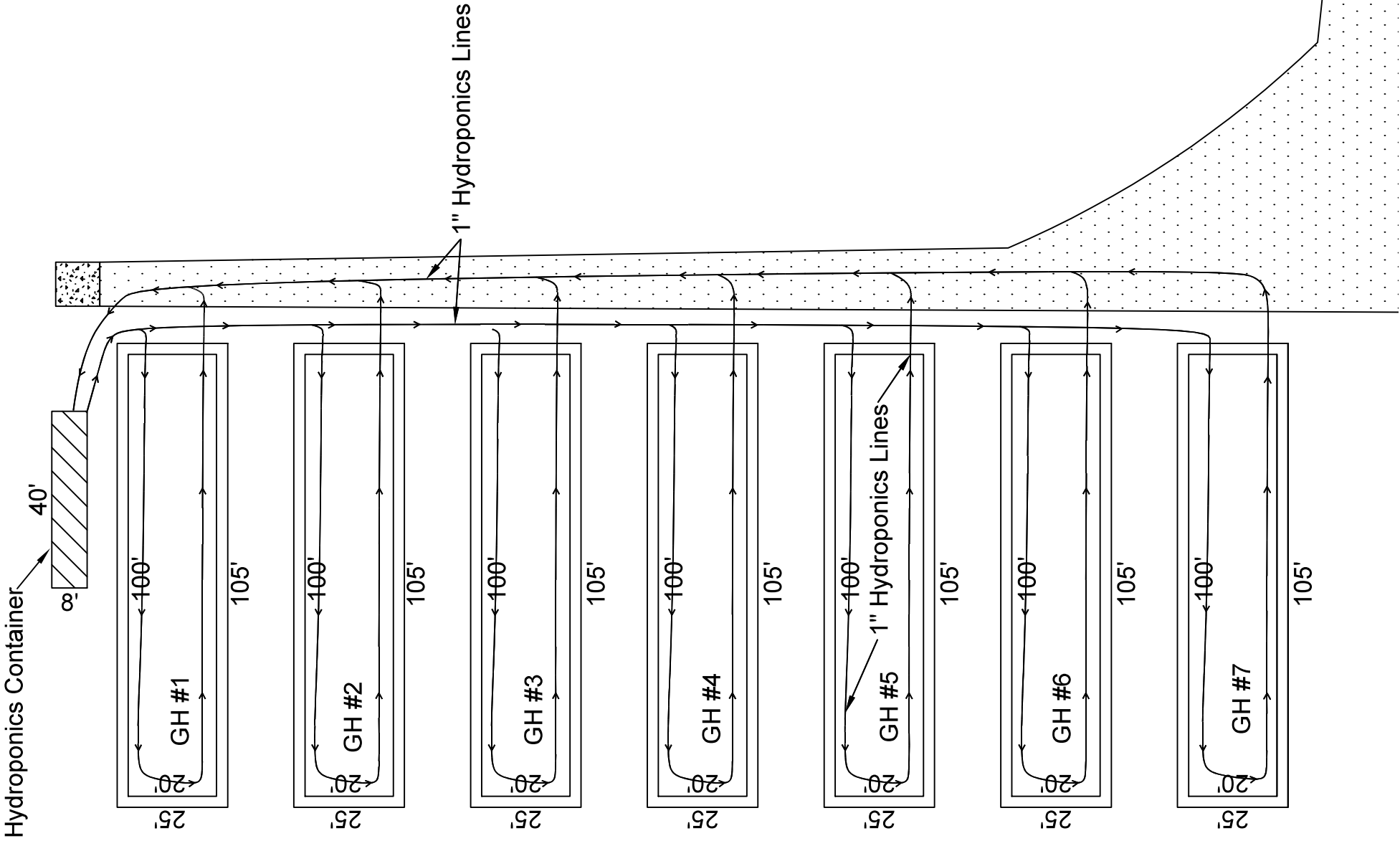
Medicine Man Pharms, LLC
 8/31/21
SELLER'S SIGNATURE DATE

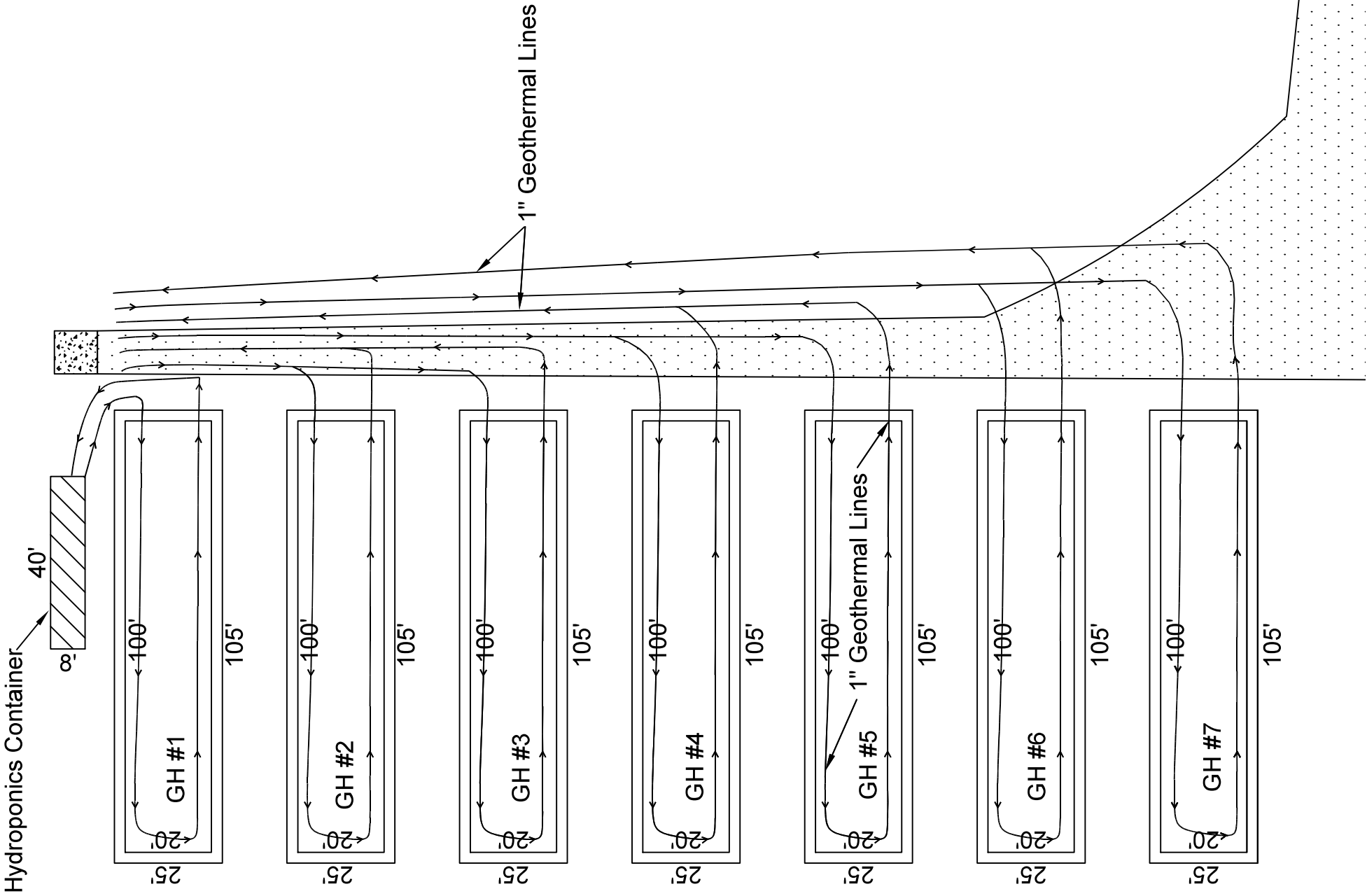
BUYER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE











SERVICE BEYOND EXPECTATION

Kansas Secured Title, Inc. - Lawrence
4830 Bob Billings Parkway Suite 200
Lawrence, Kansas 66049
Phone: 785-843-2830 Fax: 785-749-3129

File No. 3135057

Transaction Information

The information in this section is provided as a courtesy and is not a part of the commitment.

KST File 3135057		Loan No.	Customer File
		Your Closer is:	
If KST is to handle closing and a closer is not listed please contact our office.			
		Your Title Officer is	
Whitney Stuber		wstuber@kstitle.com	
Buyer:	Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 below,		
Seller:	Medicine Man Pharms LLC, a Kansas limited liability company		
Property Address: 0000 E 109th St Overbrook, KS 66524			

*****CALL OUR OFFICE TO VERIFY WIRE INSTRUCTIONS BEFORE YOU WIRE ANY FUNDS*****
*****DO NOT RELY ON EMAILED WIRE INSTRUCTIONS FROM ANY SOURCE*****

INFORMATION FROM THE COUNTY TAX RECORDS:

Tax ID [070-021-02-0-00-00-002.02-0](#)

Taxes for 2022:

General Tax: \$4,587.52

Special Assessments: \$0.00

Total: \$4,587.52

2020 taxes are due and delinquent, 2021 taxes are paid in full, first half of 2022 taxes are due but not delinquent. NOTE: 2022 taxes are due as of November 1, 2022, but the amounts are not yet available. Please contact the County Treasurer's office for amounts when gathering closing figures.

TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:

Warranty Deed from Richard V. Gustafson, a single person, to Revocable Trust of Rochelle Boman, recorded August 31, 2018, in [Book N49, Page 491](#).

Warranty Deed from Richard V. Gustafson, a single person and Phillip T. Gustafson, a single person, to Revocable Trust of Rochelle Boman, recorded August 31, 2018, in [Book N49, Page 492](#).

Quit Claim Deed from Revocable Trust of Rochelle Boman, to Revocable Trust of Brent Boman, recorded March 5, 2019, in [Book N50, Page 685](#).

Quit Claim Deed from Revocable Trust of Brent Boman, to Medicine Man Pharms, LLC, recorded November 21, 2019, in [Book N52, Page 723](#).

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

E-RECORDING: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$5.00 per document will be assessed at the time of recording.

LOAN POLICY ENDORSEMENTS ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.


CLOSING FUNDS, pursuant to KSA 40-1137(c) , funds for closing in excess of \$2,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).

RECORDING FEES are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be \$20.00 for the first page and \$4.00 for each additional page.

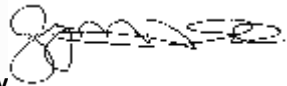
ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.



ALTA Commitment for Title Insurance

	<p>Issued By Old Republic National Title Insurance Company</p> <p>NOTICE</p>
<p>IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.</p> <p>THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.</p> <p>THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.</p>	
<p align="center">COMMITMENT TO ISSUE POLICY</p> <p>Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.</p> <p>If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.</p> <p><i>This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.</i></p>	

Countersigned
Kansas Secured Title, Inc. - Lawrence

By 

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 A Stock Company
 400 Second Avenue South, Minneapolis, Minnesota 55401
 (612) 371-1111

By  President
 Attest  Secretary

ORT Form 4690
 ALTA Commitment for Title Insurance 8-1-16

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT FOR TITLE INSURANCE
 Issued by
Old Republic National Title Insurance Company
 SCHEDULE A

File No: 3135057	Revision.	Customer File
------------------	-----------	---------------

1. Commitment Date: November 8, 2022, 8:00 am
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy Premium Amount:
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with
 the vested owner as identified at Item 4 below,
 Proposed Policy Amount: \$1,000.00
 - (b) 2006 ALTA® Loan Policy Premium Amount:
 Proposed Insured:
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

 Medicine Man Pharms LLC
5. The Land is described as follows:

 The North Half (N 1/2) of the North Half (N 1/2) of the West Half (W 1/2) of Lot 4 of the NW
 Frac. 1/4 of Section 2, Township 14 South, Range 16 East of the 6th P.M., in Osage County,
 Kansas.
 AND
 The South Half (S 1/2) of the North Half (N 1/2) of the West Half (W 1/2) of Lot 4 of the NW
 Frac. 1/4 of Section 2, Township 14 South, Range 16 East of the 6th P.M., in Osage County,
 Kansas.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT FOR TITLE INSURANCE
Issued by
Old Republic National Title Insurance Company
SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. FURNISH executed Owner's Affidavit and Certification as prescribed by the Company.
6. Pay the 2022 real estate taxes.

NOTE: 2022 taxes are due as of November 1, 2022, but the amounts are not yet available. Please contact the County Treasurer's office for amounts when gathering closing figures.

7. Pay the 2020 real estate taxes, plus penalties and interest, if any.
8. Furnish for examination a copy of the Operating Agreement, and any amendments thereto of Medicine Man Pharms LLC, a Kansas limited liability company.
9. In the office of the Clerk of the District Court appears a pending Suit for Money Damages, [Case No. 20 CV 19](#), Bettis Asphalt and Construction Inc, Plaintiff, vs. Medicine Man Pharms, LLC, et al., Defendants, and Midwest Electrical Construction, Inc., Intervening Defendant, and Carlson Utility, LLC, Intervening Defendant, wherein on March 1, 2022, appears Answer and Cross Claim by Intervening Defendant, Midwest Electrical Construction, Inc., seeking a money judgment against Defendant Medicine Man Pharms, LLC; and on March 18, 2022, appears Answer and Cross Claim by Intervening Defendant, Carlson Utility, LLC, seeking a money judgment against Defendant Medicine Man Pharms, LLC

REQUIREMENT: Order(s) of Dismissal, executed by the above Plaintiff, and by Midwest Electrical Construction, Inc., Intervening Defendant, and by Carlson Utility, LLC, Intervening Defendant, dismissing the Suit, to be filed in the above Suit.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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10. Record Warranty Deed from Medicine Man Pharms LLC, a Kansas limited liability company, , to Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 below, , together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.
11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for an Amount of Insurance acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
12. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
13. Any instrument to be executed by the limited liability company must be executed in the name of the limited liability company and be signed by all members, or, if management has been retained by the members, by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.

****NOTE:** The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charges for same shall have been paid.

End of Requirements

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT FOR TITLE INSURANCE
Issued by
Old Republic National Title Insurance Company
SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
 2. Rights or claims of parties in possession not shown by the public records
 3. Easements or claims of easements, not shown by the public records.
 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 6. Taxes or special assessments which are not shown as existing liens by the public records.
7. General and special taxes for 2022 and subsequent years.
- TAXES FOR 2020 ARE UNPAID AND DELINQUENT.
- NOTE: 2022 taxes are due as of November 1, 2022, but the amounts are not yet available. Please contact the County Treasurer's office for amounts when gathering closing figures.
8. Any portion of the Land lying within public or private roadways.
 9. Subject to Surveys recorded in the Office of the Register of Deeds of Osage County, Kansas, in [Vol. Survey, Page 343](#), Vol. Survey, Page 350, and in Book N 12, Page 348.
 10. Subject to Right-of-Way Easements in favor of Rural Water District No. 5, Osage county, Kansas, recorded in the Office of the Register of Deeds of Osage County, Kansas, in [Book M 55, Page 387](#) and [M 55, Page](#)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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[392.](#)

11. Subject to Right-of-Way Easement in favor of FreeState Electric Cooperative, Inc., recorded October 7, 2019 in the Office of the Register of Deeds of Osage County, Kansas, in [Book N 52, Page 330](#).
12. Subject to Osage county Comprehensive Plan Updated - 1983 Zoning Regulations, Subdivision Regulations, recorded may 2, 1984 in the Office of the Register of Deeds of Osage County, Kansas in [Book M 41, at Page 926](#).
13. Judgments and tax liens, if any, against the party to be insured.

End of Exceptions

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



**Heritage Brokers
& Auctioneers**

BUYER BROKER REGISTRATION FORM

AUCTION DATE: Thursday, December 8th, 2022 at 6:00PM (CT).

AUCTION LOCATION: Online Only – www.BidHeritage.HiBid.com

PROPERTY LOCATION: E 109th St., Overbrook, Kansas

CLIENT REGISTRATION DEADLINE: Tuesday, December 6th, 2022 at 6:00 PM (CT)

Broker Participation is Invited & Encouraged: A Buyer Broker Commission (BBC), will be paid to any properly licensed broker whose registered buyer purchases and closes on the real estate.

- Broker or Agent must contact the office of Heritage Brokers & Auctioneers for a “Buyer Broker Registration Form” which must be received by the auction company on or before the deadline listed above.
- The Buyer Broker Commission will be calculated and paid based on the following:
 - A **(2%) Two Percent** BBC will be paid based on the high bid amount of the registered bidder listed below (before Buyer’s Premium is added).
 - To qualify for a BBC the Buyer Broker or Agent must:
 - Broker/Agent must register their customer by mail, email or hand delivery of the “**Buyer Broker Registration Form**” signed by the Client and the Broker or Agent, prior to client registering in the Online Auction bidding platform. Client must use their own bidding account.
 - The “Buyer Broker Registration Form” must be received at the office of Heritage Brokers & Auctioneers no later than the deadline listed above.
 - Broker/Agent must attend pre-auction inspections with their bidder
 - Broker/Agent must assist with any pre-auction and post auction needs of the buyer
 - Broker/Agent must attend the auction with the client (if applicable) and assist them with any needs during the auction bidding process.
- A BBC will be paid only upon successful closing of the transaction
- Prospects/Bidders who have dealt with Heritage Brokers & Auctioneers throughout the marketing process will not be eligible for Broker registration.
- Heritage Brokers & Auctioneers reserves the right to reject any “Bidder” or “Buyer Brokers”.

BROKERAGE: _____

CLIENT NAME: _____

AGENT NAME: _____

CLIENT EMAIL: _____
(same one they will use to register for bidding acct)

AGENT PHONE: _____

CLIENT SIGNATURE: _____

AGENT EMAIL: _____

Date: _____

RETURN TO:

Heritage Brokers & Auctioneers
2820 NW Barry Rd., Kansas City, MO 64154

Lucinda@BuyHeritage.com

Internal Office Use

Received: _____

Approved by _____

Date _____

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the **8th day of December 2022**, by and between Medicine Man Pharms LLC, Sean M Washatka, Member & Shane Tiffany, Member ("Seller") whose address is 6042 Lakecrest Drive, Shawnee, KS 66218 and _____ ("Buyer") whose address is _____.

1. **AGREEMENT TO PURCHASE.** In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by (Warranty Deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as **10 +/- Acres plus improvements, East 109th St, Overbrook, Osage County, Kansas** and described as follows:

Legal Description: 10+/- acres of land located in Section (2), Township (14) South, Range (16) East, Osage County, Kansas. Together with (7) horticultural growing facilities and other improvements that are physically located at 00000 E 109th St, Overbrook, Kansas 66524. (Complete legal description to be provided by Title Company).

2. **High Bid Price** \$ _____

5% Buyer's Premium \$ _____

Total Purchase Price \$ _____

Non-Refundable Down Payment/Deposit \$ _____

In U.S. Funds, based on 10% of the Total Purchase Price, to be held in an non-interest bearing escrow account by Closing Agent.

Balance of Purchase Price \$ _____

In U.S. Funds, due at Closing, not including Buyer's Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.

3. **CLOSING.** Closing shall be on or by **December 30th, 2022**. Closing shall take place at **Kansas Secured Title, 4830 Bob Billings Parkway, Suite 200, Lawrence, KS 66049**. Closing Agent is **Shannon Zandanel** and their phone number is **785-843-2830**, email is **szandanel@kstitle.com**. At Closing, Seller shall deliver to Buyer a **Warranty Deed** (the "Deed"), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and an Assignment and Assumption of Leases which shall assign any leases of the Property to Buyer; and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price and shall execute and deliver to any tenant of the Property an acknowledgement of receipt of its security deposit in form required by applicable law. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.

4. **TAXES AND OTHER PRORATIONS.** Seller shall pay 2022 Real Estate Taxes in full. Buyer will be responsible for 2023 and future Real Estate Tax Payments. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items. This Paragraph 4 shall expressly survive the Closing.

5. **CLOSING COSTS.**

(a) **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and the title insurance commitment, (50%) of the closing agents closing fee, and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller. Seller shall also pay for any survey cost needed, but only limited to providing a complete legal description.

(b) **Buyer's Costs.** At Closing, Buyer shall pay for the issuance of the Title Policy (as hereinafter defined), the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, (50%) of the closing agent's closing fees, and any additional sale or closing fees required by Buyer.

6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing on or before **Friday, December 30th, 2022**. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. **DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.

8. **DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)**

(a) Buyer warrants and acknowledges to and agrees with Seller, and **Heritage Brokers & Auctioneers** in conjunction with **Heck Land Company (jointly hereinafter "Auctioneer")** that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and Auctioneer.

(b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.

(c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representatives. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement,

representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.

(d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.

(e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.

9. **PROPERTY INSPECTION.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

Potential Proximity of Registered Offenders to Property: Kansas Law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://Kansas.gov/kbi> or by contacting the local sheriff's office.

Radon Notice: Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all home-buyers have an indoor radon gas test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information, go to www.kansasradonprogram.org.

10. **TITLE.** Buyer hereby acknowledges receipt of a title commitment (the "Title Commitment") issued by the Closing Agent as agent for (the "Title Insurer"). Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in

possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and Buyer shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller shall cause the Title Insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- a. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer, nor Broker of Record, warrants or guarantees any of these materials or other information to be accurate or complete.
- b. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- c. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- d. Only the fixtures, machinery and equipment currently attached to or located upon the Property will be conveyed to Buyer.
- e. The Property is selling subject to restrictive covenants and easements as shown in the Title Commitment and the Survey.

11. **FIXTURES AND PERSONAL PROPERTY.** Only the fixtures, machinery and equipment currently attached to or located upon the Property at the time of closing will be conveyed to Buyer and no other personal property will be conveyed with the Property.

12. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

13. **BROKER AGENCY.**

- a. **Agency Disclosure.** Auctioneer is acting as an agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written listing agreement between Seller and Auctioneer.
- b. **Brokerage.** Buyer warrants and represents that Buyer [] is or [] is not represented by a Buyer's Broker in this transaction. If Buyer is represented by a Buyer's Broker, the Buyer's Broker's name is: _____. The Buyer's Broker must have performed all requirements of the Buyer Broker Guidelines as provided by the Auctioneer. Failure to properly register or comply with the provisions of the Guidelines will disqualify the Buyer's Broker from receiving any commission.

- c. **Franchise Disclosure.** Although one or more of the Brokers is a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

14. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to the Auctioneer and Closing Agent.

18. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

19. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.

20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

21. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.

23. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

24. **ACKNOWLEDGEMENT.** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Kansas State Statutes), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.

25. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Kansas law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Kansas City, Missouri by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.

26. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.

27. **SPECIAL CONDITIONS (1031 EXCHANGE).** Buyer/Seller acknowledges that it may be the intention of the Buyer/Seller to complete a tax-deferred exchange under Internal Revenue Code Section 1031. Buyer/Seller agrees to cooperate as long as it does not delay the closing or cause additional expense to the Buyer/Seller. Buyer/Seller agrees that Buyer/Seller will assign the rights but not the obligations of this agreement to a Qualified 1031 Exchange Intermediary during the closing process.

28. **POSSESSION:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.