



www.8880Ballentine.com



BIDDER PACKET

ONLINE AUCTION

Bidding Closes:

Wednesday, December 17, 2025 | 2 PM CST







➤ **Property Location:**
8880 Ballentine St.
Overland Park, KS 66214

903-271-9933
info@NAAHeadquarters.com



8880 Ballentine St., Overland Park, KS 66214

Property Information

	Building Square Footage	7,400±
	Zoning	CP-2
	2025 Taxes	\$15,084.79
	2024 Electric: Evergy	\$7,677.07
	2024 Gas: KC Gas Service	\$1,901.25
	2024 Water: Water One	\$4,011.96



Terms and Conditions

Property: 8880 Ballentine Street, Overland Park, Kansas 66214
Seller: National Auctioneer Association
Website: www.8880Ballentine.com
Auction Times: Bidding Opens: November 17, 2025 at 12:00 p.m. (CST)
Bidding Closes: December 17, 2025 at 2:00 p.m. (CST)

1. Any person who registers, bids, or in any way participates in the auction (the "Bidder") agrees to be bound by these Terms and Conditions, any auction announcements made through the Website, and, in the event that Bidder is the successful bidder, the Real Estate Purchase Contract. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. In order to register and be approved to bid, Bidder must provide an active credit card. Bidder authorizes Seller to place a hold in the amount of \$5,000.00 on the Bidder's credit card at any time prior to the close of the auction. In the event that Bidder is the successful bidder but fails or refuses to timely comply with the obligations of these Terms and Conditions, then Bidder acknowledges and authorizes Seller to charge the credit card provided and retain the \$5,000.00 as a transaction fee in addition to all other rights and remedies available to Seller under these Terms and Conditions or by operation of law.
3. The Property is offered at public auction in its present, "as is, where is" condition with all faults and is accepted by Bidder without any expressed or implied warranties or representations from Seller, including, but not limited to, the following: the condition of the Property; the Property's suitability for any or all activities or uses; the Property's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Property's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Property of any hazardous materials or substances; the transferability of any warranties relating to materials, craftsmanship, or installation of any improvements or components of the Property; and any other matter concerning the Property.
4. The Property is not offered contingent upon inspections. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding. Bidder acknowledges that Bidder has had an opportunity to inspect the Property prior to bidding and that Bidder has either performed all desired inspections or accepts the risk of not having done so. In bidding on the Property, Bidder is relying solely on Bidder's own investigation of the Property and not on any information provided or to be provided by Seller.
5. Bidder acknowledges that Bidder has timely reviewed the Property information available on the Website or assumes the risk of not having done so. Bidder acknowledges that information regarding the Property may be updated or changed on the Website at any time prior to the conclusion of bidding and that it is the sole responsibility of Bidder to monitor the Website with respect to any updates or information regarding the Property.
6. There will be a 10% buyer's premium added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Property (the "Purchase Price").
7. In the event that Bidder is the successful bidder, Bidder must immediately execute the Real Estate Purchase

Contract and deposit with Security 1st Title a nonrefundable earnest money deposit in the form of cash, check, ACH or immediately available, certified funds in an amount equal to 10% of the Purchase Price within 48 hours of the close of the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Property to another buyer in addition to all other rights Seller may have under these Terms and Conditions. The balance of the Purchase Price will be due in immediately available, certified funds at closing on the specified closing date. Closing must occur within 35 days of the close of the auction.

8. Possession of the Property will be delivered at closing. Seller will convey title to the Property, at closing, via Special Warranty Deed.
9. The Property is not offered contingent upon financing or appraisal.
10. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding software, these Terms and Conditions govern.
11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed solely for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole and absolute discretion of Seller, exceptions to certain Terms and Conditions may be made.
12. Bidder's bid constitutes an irrevocable offer to purchase the Property and Bidder will be bound by said offer. If the successful Bidder fails or refuses to execute the Real Estate Purchase Contract, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Real Estate Purchase Contract executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Property.
13. Broker/licensee participation is invited. Broker/licensee must fulfill the responsibilities and obligations set forth in the Broker Participation Agreement to qualify for a fee. To be recognized, the completed Broker Participation Agreement must be received and registered with Seller prior to the broker/licensee's client bidding on the Property. In the event they have not fulfilled the requirements for participation, the Bidder may be responsible for any financial obligations owed to the Broker/licensee under the terms of an existing representation or agency agreement.
14. Seller, including its employees and agents, will not be liable for any damage or injury to any property or person at or upon the Property during inspections, open houses, or Property tours. Any person entering on the Property assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller expressly disclaims any "invitee" relationship and is not responsible for any defects or dangerous conditions on the Property, whether obvious or hidden. Seller is not responsible for any lost, stolen, or damaged property.
15. Seller reserves the right to establish all bidding increments.
16. Seller may, in its sole and absolute discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
17. When creating an online bidding account or registering for this auction, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full responsibility for any use of their online bidding account. In the event that Bidder believes that their account has been compromised, Bidder must immediately inform Seller.
18. Bidder uses the online bidding software at Bidder's sole risk. It is the sole responsibility of Bidder to ensure that

the Seller is aware of Bidder's attempts to bid. To the extent that Bidder has any concerns about Bidder's ability or availability to timely bid during the auction, Bidder is invited to utilize the "max bid" feature of the online bidding software in order to place a bid in advance of the close of the auction. Seller is not responsible for any errors or omissions relating to the submission or acceptance of online bids. Seller makes no representations or warranties as to the online bidding software's uninterrupted function or availability and makes no representations or warranties as to the online bidding software's compatibility or functionality with Bidder's hardware or software. Seller will not be liable for any damages arising out of Bidder's use or attempted use of the online bidding software, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in interest service or the operation of the online bidding software.

19. Certain aspects of the auction are subject to change. Under certain circumstances, including, but not limited to, in the event of issues relating to the availability or functionality of the online bidding software during the auction, Seller may, in its sole and absolute discretion, elect to suspend, pause, or extend the scheduled closing time of the auction or take any other action that Seller deems necessary to protect the interests of the Seller, Bidder, or ultimate buyer of the Property.
20. Bidder may not use the online bidding software in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding software, the auction itself, or any other party's use or enjoyment of the online bidding software.
21. The Property is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
23. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
24. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
25. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Johnson County, Kansas District Court or the United States District Court in Kansas City, Kansas. Bidder submits to and accepts the jurisdiction of such courts.



REAL ESTATE PURCHASE CONTRACT

This **REAL ESTATE PURCHASE CONTRACT** (the "Contract") is made and effective as of the latest date set forth below the signature lines appearing at the end of this Contract (the "Effective Date"), by and between the National Auction Association (the "Seller") and _____ (the "Buyer"). For and in consideration of the mutual promises, covenants, and payments hereinafter set out, the parties hereby agree to and with each other, as follows:

1. PROPERTY: Subject to the terms of this Contract, Seller agrees to sell and Buyer agrees to purchase the real estate legally described in Exhibit "A" and commonly referred to as 8880 Ballentine Street, Overland Park, Kansas 66214, including the improvements thereon and appurtenances thereto belonging (the "Property").

2. PURCHASE PRICE: Buyer agrees to pay to Seller as consideration for the promises and covenants made herein and conveyance of the Property, the sum of \$ _____ (the "Purchase Price"), payable as follows:

- a. On or before 2:00 pm (CST) on December 19, 2025, Buyer will deposit, in the form of immediately available, certified funds, an amount equal to 10% of the Purchase Price (the "Earnest Money") with Security 1st Title (the "Title Company"). At closing, the Earnest Money will be applied towards the Purchase Price. In the event that the Contract fails to close for any reason other than a default by the Seller, the Earnest Money will be forfeited to Seller.
- b. The balance of the Purchase Price, subject to the credits, adjustments, and prorations described in Sections 6 and 7, is due in immediately available, certified funds at closing.

3. CLOSING AND POSSESSION: The parties agree that the closing will occur on or before 5:00 p.m. (CST) on January 21, 2026. Buyer will have the necessary funds available to close this Contract, payable by immediately available, certified funds, at closing. Possession of the Property will be delivered to Buyer at closing. In any event, the act of closing by Buyer constitutes an absolute and irrevocable acceptance of the Property in whatever condition and any title to the same without regard to marketability or any related title matter.

4. CONVEYANCE: Seller will convey title to the Property to Buyer, at closing, via Special Warranty Deed free of all encumbrances, except: the Permitted Exceptions (as defined below); easements, restrictions, declarations, and reservations of record, if any; taxes and assessments, general and special, not now due and payable; the rights of the public in and to parts thereof in streets, roads, and alleys; and zoning or other land use rules, regulations, ordinances, or laws.

5. FINANCING AND APPRAISER/LENDER REQUIREMENTS: The Property is being sold on a cash basis. The Buyer's obligations under this Contract are not contingent on Buyer obtaining financing or on any appraiser or lender requirements. It is the Buyer's sole responsibility to satisfy any appraiser or lender requirements.

6. CLOSING COSTS: At closing, the parties will pay the closing and transaction costs are follows:

- a. Seller will pay: (i) Seller's attorneys' fees; (ii) one-half of the standard premium for the title policy to be issued by the Title Company to Buyer; and (iii) one-half of the closing fees and expenses of the Title Company.
- b. Buyer will pay: (i) Buyer's attorneys' fees; (ii) the cost of filing the deed; (iii) the cost of filing a mortgage, if any; (iv) the cost of the premium for any extended title insurance coverage, lender policies, or any endorsements to the Title Policy requested by Buyer or Buyer's lender; (v) the cost of any appraisals, surveys, or other similar items requested by Buyer or required by Buyer's lender; and (vi) one-half of the closing fees and expenses of the Title Company.

7. REAL PROPERTY TAXES AND SPECIAL ASSESMENTS: All ad valorem taxes and the current annual installment of special assessments will be adjusted and prorated as of closing date. Pursuant to Kansas laws, if the Property is subject to any special assessments or is located in an improvement or benefit district, Seller has, by a separate document,

disclosed to Buyer the amount of the special assessments on the Property (or if no special assessments have yet been made, that the Property is located in an improvement or benefit district) which separate document has been dated and signed by Seller. Buyer, by also signing and dating such separate document, has acknowledged that Seller's disclosure relating to special assessments was made to Buyer prior to Buyer entering into this Contract.

8. "AS IS, WHERE IS" SALE: The Property is offered, sold, and accepted by Buyer in its present, "as is, where is" condition with all faults. The Property is accepted by the Buyer without any expressed or implied warranties or representations from the Seller including, but not limited to, the following: the condition of the Property; the Property's suitability for any or all activities or uses; the Property's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Property's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Property of any hazardous materials or substances; or any other matter concerning the Property.

9. DUE DILIGENCE: Buyer acknowledges that Buyer had an opportunity to inspect the Property prior to bidding on the Property and that Buyer either performed all desired inspections or accepts the risk of not having done so. In bidding on and purchasing the Property, Buyer is relying solely on Buyer's own investigation of the Property and not on any information provided or to be provided by Seller. Seller will not be liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property which are not contained in this Contract or in Seller's deed.

10. INSURANCE: Seller will maintain current insurance in force until closing. Buyer will be solely responsible for obtaining insurance to cover any casualty loss occurring after closing.

11. CASUALTY LOSS: If the Property is damaged by casualty before closing and the estimated cost of repair is less than 10% of the Purchase Price, then Seller will repair the damage or compensate Buyer for the cost of repair. If the estimated cost of repair is greater than 10% of the Purchase Price, then the parties will bargain in good faith to renegotiate this Contract. If the renegotiation is unsuccessful, then either Buyer or Seller may cancel this Contract and the Earnest Money will be refunded promptly to the Buyer and all parties will be released from any further obligation.

12. TITLE EVIDENCE: Prior to closing, Seller will furnish to Buyer a title insurance company's commitment to issue, after closing, a title insurance policy in an amount equal to the Purchase Price naming Buyer as the insured and insuring Buyer against loss or damage by reason of defects in Seller's title, subject to the exceptions described in this Contract and those exceptions that are standard to American Land Title Association's Form B (collectively, the "Permitted Exceptions"). Should the Seller be unable to furnish marketable title to the Property, subject to only the Permitted Exceptions, and should the Contract be terminated for that reason, then the Earnest Money will be refunded promptly to the Buyer and all parties will be released from any further obligation.

13. LIENS: Any existing liens which the Seller is required to remove under this Contract may be paid and discharged from the sale proceeds at closing.

14. INTERIM MAINTENANCE: Seller agrees to deliver possession of the Property in a like or better condition than it is as of the Effective Date, reasonable wear and tear excepted.

15. DEFAULT AND REMEDIES: If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party will, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs, and other legal expenses incurred by the non-defaulting party in connection with the default. In no event will either party be liable to the other party for any consequential, incidental, or special damages. A party will be in default under this Contract if the party fails to comply with any material covenant, agreement, or obligation within any time limits required by this Contract. Following a default, the non-defaulting party will have the following remedies:

- a. In the event of a default by the Seller, Buyer may terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract in response to a default by Seller, the Earnest Money will be returned to Buyer, in accordance with state law.

- b. In the event of a default by the Buyer, Seller may unilaterally terminate this Contract by written notice to Buyer, retain the Earnest Money, and pursue any remedies and damages available at law or in equity, all of which are specifically reserved.

16. DISPOSITION OF EARNEST MONEY: Notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money, the parties understand that applicable Kansas real estate laws prohibit the Title Company from distributing the Earnest Money, once deposited, without the consent of all parties to this Contract. Buyer and Seller agree that failure by either to respond in writing to a certified letter from either the Title Company or the other party on behalf of the Title Company within 7 days of receipt thereof or failure to make written demand for return or forfeiture of the Earnest Money within 30 days of notice of termination of this Contract will constitute consent to distribution of the Earnest Money as suggested in any such certified letter or as demanded by the other party to this Contract.

17. CONDEMNATION OR CHANGE OF CONDITION: If, before closing, all or any part of the Property is taken by eminent domain or a condemnation proceeding is filed or threatened against the Property or any part thereof, Seller will promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may immediately inspect the Property and may, by written notice to Seller within 5 days after receiving Seller's notice, terminate this Contract, and should the Contract be terminated for that reason, then the Earnest Money will be refunded promptly to the Buyer and all parties will be released from any further obligation. Unless this Contract is so terminated, it will remain in full force and effect and Seller will, at closing, assign and transfer to Buyer all of Seller's right, title, and interest in and to any awards that may be made for any taking. If a non-material change in condition occurs with respect to the Property, Seller will remedy such change before closing.

18. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at closing to that effect which will contain Seller's tax identification number.

19. 1031 EXCHANGE: Seller and Buyer hereby agree that this transaction may be completed as a like-kind exchange and each party will cooperate with and assist the other party in completing the sale as a like-kind exchange, provided that the cooperating party's tax treatment remains unaffected and any additional costs incurred will be paid by the party requesting the exchange. Buyer has the right at any time prior to closing to assign all or a portion of its rights under this Contract to a "*Qualified Intermediary*" (as that term is defined in Section 1.1031(k)-1(g)(4)(v) of the Treasury Regulations) in order to accomplish the transaction in a manner that will comply, either in whole or in part, with the requirements of a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"). Likewise, Seller has the right at any time prior to closing to assign all or a portion of its rights under this Contract to a *Qualified Intermediary* for the same purpose. In the event a party assigns its rights under this Contract pursuant to this Paragraph, such party agrees to notify the other parties in writing of such assignment at or before closing. If Seller assigns its rights under this Contract for this purpose, Buyer agrees to: (i) consent to Seller's assignment of its rights in this Contract; and (ii) pay the Purchase Price into a qualified escrow or qualified trust account at closing as directed in writing. If Buyer assigns its rights under this Contract for this purpose, Seller agrees to: (i) consent to Buyer's assignment of its rights in this Contract; (ii) accept the Purchase Price from the qualified escrow or qualified trust account at closing; and (iii) at closing, convey and assign directly to Buyer the Property upon satisfaction of the other conditions to closing and other terms and conditions hereof. Seller and Buyer acknowledge and agree that any assignment of this Contract to a *Qualified Intermediary* will not release a party from any of their respective liabilities and obligations to each other under this Contract, and that no party represents to any other that any particular tax treatment will be given to a party as a result thereof.

20. BROKERAGE FEES: The party handling the closing is hereby authorized and directed to collect and disburse any brokerage fees at closing.

21. INDEMNIFICATION: Seller and Buyer jointly agree to waive, release, indemnify, and hold harmless Morgan Hopson and her employer or affiliated brokerage (collectively, "Morgan") against any and all losses, claims, damages, liabilities, or expenses, including costs of investigation, attorneys' fees, and disbursements, which may be incurred by Morgan relative to the performance of Morgan's duties as President of the National Auction Association or as the Seller's corporate representative during the transaction contemplated by this Contract. The provisions of this paragraph will survive closing or termination of this Contract.

22. NOTICES: All notices required or permitted by this Agreement must be in writing and be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, to the addresses set forth below:

Seller:	National Auction Association Attn: Allison Mazzei 8880 Ballentine Street Overland Park, Kansas 66214
With a courtesy copy to:	Triplett Woolf Garretson, LLC Attn: Ty A. Patton 2959 N. Rock Road, Suite 300 Wichita, Kansas 67226
Buyer:	(to the address provided by Buyer when registering to bid)
Title Company:	Security 1st Title 727 N. Waco Ave. Suite 300 Wichita, KS 67203

23. BROKERAGE: The parties agree that the following broker or licensee is the only broker or real estate licensee representing either party in the transaction contemplated by this Contract:

 [Licensee/Broker] of [Brokerage]

The above-identified brokerage will be paid a transaction fee by Seller out of the proceeds at closing subject to a separate Broker Participation Agreement between the parties. Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made herein, will indemnify, defend, and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs, and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph will survive Closing or termination of this Agreement.

24. ASSIGNMENTS: The parties' rights and obligations under this Contract may not be assigned absent the written consent of the other parties to the Contract. Any costs or fees associated with an assignment of a party's rights and obligations under this Contract will be paid by the assignor.

25. TIME: Time and exact performance is of the essence as to all obligations under this Contract.

26. AUTHORITY: Each person executing this Contract warrants and represents that they are fully authorized to do so.

27. BINDING EFFECT: This Contract will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, executors, administrators, successors, and assigns.

28. GOVERNING LAW, VENUE, AND JURISDICTION: This Contract is to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Johnson County, Kansas District Court or the United States District Court in Kansas City, Kansas. The parties submit to and accept the jurisdiction of such courts.

29. WAIVER OF JURY TRIAL: The parties waive the right to trial by jury in all matters regarding this Contract.

30. MODIFICATION AND NON-WAIVER: This Contract may be amended only by an agreement, in writing, signed by all the parties. A failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof will not constitute a waiver of any such breach or any other covenant, duty, agreement, or condition. A waiver upon one or more occasion will not constitute a bar or a waiver of any right or remedy on any future occasion.

31. SEVERABILITY: In the event that any provision contained in this Contract is determined to be invalid, illegal, or

unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Contract will not be in any way impaired.

32. FURTHER ACTS: The parties agree to execute and deliver, or cause to be executed and delivered, such further instruments or documents or take such other action as may be necessary or convenient to carry out the intent and purpose of this Contract.

33. MERGER: This Contract constitutes the entire agreement between the parties and supersedes any previously executed contracts and representations, verbal or written.

34. INTERPRETATION: The headings used in this Contract are for convenience only and do not constitute a part of this Contract. All references in the singular are to be construed to include the plural where applicable and the masculine to include the feminine or neuter gender where applicable, and all covenants, agreements, and obligations herein assumed by the parties are joint and several covenants, agreements, and obligations. The language used in this Contract is to be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction is to be applied against any party. If any date under this Contract on which an event is to occur or notice is to be given falls on a Saturday, Sunday, or federal holiday, then such date will be the first business day following such Saturday, Sunday, or federal holiday.

35. SIGNATURE BY ELECTRONIC MAIL AND IN COUNTERPART, AGREEMENT TO USE ELECTRONIC SIGNATURES: This Contract may be executed in any number of counterparts, and each such counterpart will be deemed to be an original instrument, but all such counterparts together will constitute one Contract. The exchange of copies of this Contract and of signature pages by facsimile transmission or as a PDF attached to an email will constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. The parties agree that this transaction may be conducted through electronic means in accordance with the Kansas Uniform Electronic Transactions Act (K.S.A. § 16-1601 *et seq.*).

36. LEGAL COUNSEL: The form of this Contract has been approved by legal counsel for Seller as being legally sufficient to facilitate the sale of the Property. Buyer acknowledges that it is a sophisticated party in the type of transaction reflected in this Contract and has been advised by independent legal counsel concerning such party's decision to enter into this Contract or has chosen to enter into this Contract without the benefit of legal counsel even though it had sufficient opportunity and resources to obtain adequate, independent legal counsel.

(Remainder of this page intentionally left blank – signature pages to follow)

IN WITNESS WHEREOF, Seller and Buyer execute this Contract on the dates indicated below.

BUYER:

Signature

Name

Title

Date

SELLER:
National Auction Association

Signature

Name

Title

Date

EXHIBIT “A”

Lot 8, WESTBROOKE PARK, a subdivision in the City of Overland Park, Johnson County, Kansas



PROPERTY CONDITION AND DISCLOSURE INFORMATION

Property: 8880 Ballentine Street, Overland Park, Kansas 66214
Seller: National Auctioneer Association
Website: www.8880Ballentine.com

The following information is provided by Seller solely as a courtesy to potential buyers to assist with the due diligence process. The information is provided to the best of Seller's knowledge and should be independently verified by potential buyers prior to bidding on or purchasing the Property. Buyer acknowledges that Buyer has been provided an opportunity to inspect the Property prior to bidding on the Property and that Buyer either performed all desired inspections or accepts the risk of not having done so. In bidding on and purchasing the Property, Buyer is relying solely on Buyer's own investigation of the Property and not on any information provided or to be provided by Seller.

1. **COMPLIANCE:** Seller has not received notice from any city, village, county, state or other governmental authority concerning the material violation of any zoning, building, fire or health ordinance, code or regulation, or concerning the material violation of any judgment, order or decree, with respect to the Property or its current occupancy or use.

2. **ROOF REPLACEMENT:** The roof was replaced in 2020. Additional information relating to the installation of the roof and warranty information is available in the due diligence information on the Website.

3. **FOUNDATION REPAIR:** There has been corrective action taken in the past related to movement, shifting, or settling of the Property's foundation. Additional information related to past corrective actions taken related to the foundation is available in the due diligence information on the Website.

4. **DRAINAGE AND WATER INTRUSION:** In periods of heavy rain, there have been water intrusions or leaks in certain portions of the Property.

5. **ENVIRONMENTAL CONDITIONS:** Seller has not received any notice indicating that the Property is currently violating any federal, state, or local law, regulation, ordinance, or requirement governing hazardous substances. Seller has not used or permitted the Property to be used for the generating, transporting, treating, storage, manufacture, emission, or disposal of any hazardous substances in violation of applicable laws.

ACKNOWLEDGED BY BUYER:

Signature

Name

Date