

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made as of this ^{21st} day of ~~June~~, 2018, by and between Maplewood Lodge No. 963, Loyal Order of Moose, Inc., a Minnesota non-profit corporation (the "Seller"), and the city of Maplewood, a Minnesota municipal corporation (the "Buyer"). The Seller and the Buyer are collectively referred to herein as the "Parties." The Agreement shall be effective (the "Effective Date") as of the date it is executed by the second Party to sign the document.

WHEREAS, the Seller is the owner of the property located at 1946 English Street North, Maplewood, Minnesota 55119, being legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Seller wishes to sell and the Buyer wishes to purchase the Property under certain terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. **Offer/Acceptance for Sale of Property.** The Seller hereby agrees to sell the Property to the Buyer and the Buyer hereby agrees to purchase the same, pursuant to the terms and conditions of this Agreement.
2. **Purchase Price and Terms.** The total purchase price for the Property is Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) (the "Purchase Price").
3. **Closing.** The closing on the purchase and sale of the Property (the "Closing") shall occur on April 1, 2019 (the "Closing Date"), or such earlier date as the Parties may agree upon, at the offices of Land Title, Inc., 2200 West County Road C, Site 2205, Roseville MN 55113 (the "Closer").
4. **Terms.**
 - a. **Balance Due Seller.** The Buyer agrees to pay by cash, check or electronic transfer of funds on the Closing Date the full balance of the Purchase Price due to Seller according to the terms of this Agreement.
 - b. **Deed/Marketable Title.** Subject to performance by the Buyer, the Seller agrees to execute and deliver on the Closing Date a Warranty Deed conveying good, marketable, insurable, and indefeasible title to the Property to the Buyer, subject only to the following Permitted Exceptions:
 - i. Building and zoning laws, ordinances, state and federal regulations.
 - ii. Reservation of minerals or mineral rights to the State of Minnesota, if any.

iii. Public utility and drainage easements of record which will not interfere with the Buyer's intended use of the Property.

- c. **Earnest Money.** Within 10 days of the Effective Date, the sum of Five Thousand Dollars (\$5,000) (the "Earnest Money") shall be paid by the Buyer to the Closer and placed into a noninterest-bearing escrow account where it shall remain until Closing. Each Party shall notify the other in writing of the satisfaction or waiver of its contingencies.

The Buyer also agrees to pay directly to the Seller an additional \$50,000 in earnest money but only after satisfaction of all of the following conditions precedent:

1. Satisfaction or waiver of all contingencies specified in section 6 of this Agreement;

2. The Seller provides written evidence to the Buyer that the Seller has entered into a purchase agreement or a lease for a replacement property for the Seller's use; and

3. The Seller has executed a mortgage in favor of the Buyer regarding the Property in the amount of \$50,000 to secure repayment of said earnest money in the event that closing on the sale of the Property does not occur on or before April 1, 2019.

5. **Documents.** In addition to the Warranty Deed required at paragraph 4(b) above, the following documents shall be in approved form, be executed by the Seller either before or at Closing and be delivered by the Seller at Closing:

- a. A standard form Affidavit of Seller;
- b. A "bring-down" certificate, certifying that all of the warranties made by the Seller in this Agreement remain true as of the Closing Date;
- c. A certificate that the Seller is not a foreign national;
- d. If an inspection by or on behalf of the Buyer discloses the existence of petroleum product or other pollutant, contaminant or other hazardous substance on the Property, either (i) a closure letter from the Minnesota Pollution Control Agency (MPCA) or other appropriate regulatory authority that remediation has been completed to the satisfaction of the MPCA or other authority; (ii) an additional agreement for remediation/indemnification and security as the Buyer may require; or (iii) such other resolution agreeable to the Buyer in its sole discretion;

LMS
1/2/19
B
→

- e. A well disclosure certificate, if required, or, if there is no well on the Property, the Warranty Deed given pursuant to paragraph 4(b) above must include the following statement: "The Seller certifies that the Seller does not know of any wells on the described real property." The Seller agrees to have all wells located on the Property that are not in use sealed by a Licensed Well Contractor at the Seller's expense. The Seller further agrees to escrow funds at closing for the purpose of locating and sealing wells if circumstances prohibit locating and sealing wells prior to closing;
- f. A Methamphetamine Disclosure Certificate;
- g. Copies of any written lease agreements affecting the Property, if any, and details of any oral lease agreements affecting the Property, if any, and evidence of the termination of any such lease agreements; and
- h. Any other documents reasonably required by the Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that the Seller has complied with the terms of this Agreement.

6. Contingencies.

- a. The Buyer's obligation to buy the Property is contingent upon the following:
 - i. The Buyer's determination of marketable title pursuant to this Agreement;
 - ii. The Buyer's determination, in its sole discretion, that the results of any environmental investigation or inspection of the Property conducted pursuant to this Agreement are satisfactory to the Buyer;
 - iii. Evidence satisfactory to the Buyer, in its sole discretion, that the Property will qualify for inclusion in a redevelopment tax increment financing district in accordance with Minnesota Statutes, section 469.174, subd. 10; and
 - iv. Approval of this Agreement by the Buyer's governing body.

The contingencies at a. i, ii, and iii are solely for the benefit of the Buyer and may be waived by the Buyer. The contingency at a. iv may not be waived by either party.

- b. The Seller's obligation to sell the Property is contingent upon the following:
 - i. Approval of this Agreement by the Seller's board of directors;
 - ii. Approval of this Agreement by the Seller's general membership; and
 - iii. Approval of this Agreement by Moose Heart International.

The contingencies at b. i, ii, and iii may not be waived by either party.

- c. If the Buyer or its attorney gives written notice to the Seller that the contingencies at a. i, ii, iii, and iv are duly satisfied or waived, and if the Seller or its attorney gives written notice to the Buyer that the contingencies at b. i, ii, and iii are duly satisfied, the Buyer and the Seller shall proceed to close the transaction as contemplated herein. If one or more of the contingencies is not satisfied, or is not satisfied on time, and is not waived, this Agreement shall thereupon be void at the written option of the Buyer or the Seller and the Buyer and the Seller shall execute and deliver to each other a termination of this Agreement. As a contingent Agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes, Section 559.21, et. seq.
 - d. The Buyer's contingencies in a. above shall be satisfied or waived in accordance with the following time periods:
 - i. In accordance with section 7 of this Agreement;
 - ii. In accordance with section 10 of this Agreement;
 - iii. Within 30 days of the Effective Date; and
 - iv. By no later than August 15, 2018.
 - e. The Seller's contingencies at b. above shall all be satisfied by no later than August 15, 2018.
7. **Title Examination/Curing Title Defects.** Within 10 days after the Effective Date, the Seller shall, at its expense, obtain a commitment for title insurance or other evidence satisfactory to Buyer ("Title Evidence") for the Property. The Buyer shall have 20 business days after receipt of the Title Evidence to examine the same and to deliver written objections to title, if any, to the Seller. The Seller shall have until 10 days prior to the Closing (or such later date as the Parties may agree upon) to make title marketable, at the Seller's expense. In the event that title to the Property cannot be made marketable or is not made marketable by the Seller by the Closing, then, at the option of the Buyer, this Agreement shall be null and void.
8. **Seller Representations and Warranties.** The Seller hereby represents and warrants to the Buyer as of the Closing Date that:
- a. **Title.** The Seller has good, indefeasible, insurable and marketable fee simple title to the Property.
 - b. **Condemnation.** There is no pending or, to the actual knowledge of the Seller, threatened condemnation or similar proceeding affecting the Property or any

portion thereof, and the Seller has no actual knowledge that any such action is contemplated.

- c. **Defects.** The Seller is not aware of any latent or patent defects in the Property, such as sinkholes, weak soils or unrecorded easements or restrictions.
- d. **Legal Compliance.** The Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property and the Seller shall continue to comply with such laws, ordinances, regulations, statutes, rules and restrictions through the Closing Date.
- e. **Legal Authority/Capacity.** The Seller has full power and authority to enter into and perform this Agreement in accordance with its terms. The Seller also has the legal capacity to enter into this Agreement. The Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against the Seller within the last year.
- f. **Sewer and Water.** The Seller warrants that the Property is connected to City sewer and City water.
- g. **Mechanics' Liens.** The Seller warrants that, prior to the Closing, the Seller shall pay in full all amounts due for labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the Closing in connection with construction, alteration or repair of any structure upon or improvement to the Property.
- h. **Legal Proceedings.** There have been no bankruptcy or dissolution proceedings involving the Seller during the time the Seller has had any interest in the Property; there are no unsatisfied judgments or state or federal tax liens of record against the Seller; there are no unrecorded mortgages, contracts for deed, purchase agreements, options, leases, easements, or other agreements or interests relating to any portion of the Property; and there shall be no persons in possession of any portion of the Property other than the Seller at the time of the Closing. Additionally, there are no legal actions, suits or other legal or administrative proceedings, pending or threatened, that affect the Property or any portion thereof; and the Seller has no knowledge that any such action is presently contemplated.
- i. **Leases.** The Seller represents that there are no third parties in possession of the Property, or any part thereof; and that there are no leases, oral or written affecting the Property or any part thereof.
- j. **Third Parties.** Upon transfer of the Property to the Buyer, no third party by virtue of any purchase agreement, contract for deed, letter of intent or similar instrument executed by the Seller, unless such instrument is assigned to the Buyer at the

Buyer's request, will have any claim or right to or against the Property, or owns portion thereof or against the Buyer as a result of any such instruments.

- k. **Structures.** The Seller warrants that all buildings are entirely within the boundary lines of the Property.
- l. **Foreign Status.** The Seller is not a "foreign person" as such term is defined in the Internal Revenue Code.
- m. **Methamphetamine Production.** To the best of the Seller's knowledge, methamphetamine production has not occurred on the Property.
- n. **Refuse and Hazardous Materials.** The Seller has not performed and has no actual knowledge of any excavation, dumping or burial of any refuse materials or debris of any nature whatsoever on the Property. To the Seller's best actual knowledge and belief, there are no "Hazardous Materials" (as hereinafter defined) on the Property that would subject the Buyer to any liability under either federal or state laws, including, but not limited to, the disposal of any foreign objects or materials upon or in the Property, lawful or otherwise. Without limiting the generality of the foregoing, the Seller represents and warrants to the Buyer that, to the Seller's best actual knowledge and belief:
 - i. Except as otherwise specifically provided in this Agreement, the Property is not now and has never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with Hazardous Materials;
 - ii. No Hazardous Materials have ever been installed, placed, or in any manner handled or dealt with on the Property;
 - iii. There are no underground or aboveground storage tanks on the Property; and
 - iv. Neither the Seller nor any prior owner of the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant or person (collectively, "Occupant") has received any notice or advice from any governmental agency or any other Occupant with regard to Hazardous Materials on, from or affecting the Property.

The term "**Hazardous Materials**" as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental

Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

The Seller's representations and warranties set forth in paragraphs 8(a) through 8(n) shall be continuing and are deemed to be material to the Buyer's execution of this Agreement and the Buyer's performance of its obligations hereunder. All such representations and warranties shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time; and all of such representations and warranties shall survive the Closing and any cancellation or termination of this Purchase Agreement, and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto. The Seller agrees to defend, indemnify and hold the Buyer harmless for, from, and against any loss, costs, damages, expenses, obligations and attorneys' fees incurred should an assertion, claim, demand, action or cause of action be instituted, made or taken, which is contrary to or inconsistent with the representations or warranties contained herein.

The Seller further agrees that the breach of any of the foregoing representations and warranties shall constitute a default, whether said breach occurs prior to or after Closing, entitling the Buyer to exercise any remedy provided to the Buyer in this Agreement in the event of a default by the Seller.

9. **Maintenance of Property Prior to Closing.** Until the Closing, the Seller shall have the full responsibility for the continued maintenance of the Property. Prior to the Closing:
 - a. The Seller shall not cause any new liens, leases, contracts or encumbrances to be created by Seller against the Property, without Buyer's approval; and
 - b. The Seller shall (i) maintain the Property in good repair, (ii) not make, terminate or materially change, amend, modify materially any agreements relating to the Property or other rights, obligations or agreements relating to use, ownership or operation of the Property where such changes, amendments or modifications would increase the Seller's obligations, liability or expenses thereunder, not enter into any commitments for the rental or use of the Premises or any portion thereof, and (iii) not make any substantial alterations or changes to the Property other than ordinary and necessary maintenance repairs without the Buyer's prior written approval, which shall not be unreasonably withheld or delayed.

10. **Environmental Investigation.** For a period of 60 days after the Effective Date (the "Inspection Period"), the Buyer shall have the right to enter the Property as needed to inspect, examine, survey, make soil and subsoil tests, percolation tests, inspect the quality and condition of all improvements upon the real property and to conduct any tests or analysis necessary to determine, to the Buyer's sole satisfaction, whether the Property is

suitable for the Buyer's intended use and whether the environmental condition of the Property is satisfactory. The Buyer agrees to promptly pay all costs incurred for any testing, surveying and examinations made pursuant hereto, to restore any resulting damage to the Property and to indemnify, hold harmless and defend the Seller and the Property from any and all claims or liability of any nature whatsoever related to the Buyer's actions hereunder, including all actions, proceedings demands, assessments, costs, expenses, and attorney's fees. If the Buyer determines, in its sole discretion, that the Property is unsuitable for its proposed use or that its environmental condition is not satisfactory for any reason and gives notice of this to the Seller prior to the expiration of the Inspection Period, this Agreement shall terminate and the Earnest Money shall be immediately returned by the Closer to the Buyer. If the Buyer terminates this Purchase Agreement before the end of the Inspection Period, the Buyer shall be entitled to the immediate return of the Earnest Money without the need of the Seller's release.

If the Buyer's environmental consultant recommends the need for a Phase II environmental investigation or any additional investigation involving soil borings or other similar inspections ("Additional Inspections"), the Buyer may extend the Inspection Period by 30 days by delivering written notice to the Seller prior to expiration of the initial 60 day Inspection Period.

The Seller represents that, except as disclosed in the Environmental Reports (defined below) the Seller has no knowledge or information of any fact which would indicate the Property was used for production, storage, deposit or disposal of any toxic or hazardous waste or substance, petroleum product, or asbestos products.

The Seller shall provide the Buyer with all documentation within the Seller's possession or control, including inspection reports, studies, notices, closure reports and similar documents or information relating to the environmental condition, status, and history of the Property within 10 days following the Effective Date.

If this Agreement is terminated for any reason, the Buyer shall provide the Seller with copies of any third-party reports prepared on the Buyer's behalf as part of its inspections pursuant to this Agreement.

11. **Real Estate Taxes and Special Assessments.** Real estate taxes payable in the year of closing will be pro-rated between the Buyer and the Seller to the Closing Date. No later than the Closing Date, the Seller shall pay all real estate taxes payable in previous years, the entire unpaid balance of special assessments, and all installments of special assessments levied, pending, and deferred, including special assessment installments payable after the year of Closing, and all interest thereon. The Seller agrees that any real estate taxes owed by the Seller pursuant to this paragraph and unpaid on the Closing Date may be deducted from the Purchase Price and placed into escrow for purpose of paying said taxes. In the event that any outstanding real estate taxes are deducted from the Purchase Price hereunder, the Seller shall no longer be obligated to pay on such amount deducted.

12. **Possession.**

- a. **Possession.** The Seller agrees to deliver possession of the Property not later than the Closing Date; provided, however, the Seller may give written notice to the Buyer no less than 30 days prior to closing that the Seller wishes to continue in possession of the Property for a period of no more than 30 days after closing. The Seller's possession of the Property after closing shall be limited to the purpose of allowing the Seller to store personal property prior to moving it to the replacement property. During the post-closing period that the Seller remains in possession of the Property, the Seller shall not operate the lodge, the facility shall not be open for the use and enjoyment of its members and the Seller's on-sale liquor license shall be suspended or terminated and no sales of alcoholic beverages shall occur on the Property. The Seller's right to retain possession of the Property following closing is contingent upon the Seller and the Buyer entering into an occupancy agreement which provides for, among other terms and conditions, that the Seller pay taxes, utilities, insurance and all other expenses of the Property and indemnify and hold the Buyer harmless from all claims, damages or awards resulting from the Seller's use or possession of the Property. Such occupancy agreement must be satisfactory to the Buyer, whose consent and approval shall not be unreasonably withheld.
- b. **Utilities.** Prior to or at Closing, the Seller shall pay any outstanding water, sewer, and trash collection obligations incurred in relation to the Property through the Closing Date. In no event shall the Buyer be responsible for any of the Seller's private utility obligations incurred prior to Closing, including, but not limited to, gas, electric, cable television, and telephone.
- c. **Removal of Property.** The Seller agrees to remove from the Property all debris and items of the Seller's personal property not expressly included in this sale no later than the Closing Date. This includes all personal property and debris located inside of any structures and on the exterior portions of the Property. The Buyer may inspect the Property, upon 24 hours' notice, during the week prior to the Closing in order to ensure that removal of all debris and personal property has been completed. The Seller shall fully cooperate with such inspection and provide access to the Property for such inspections. Any items not removed by the Closing Date may be disposed of by the Buyer, and any cost of such disposal shall be the sole responsibility of the Seller. In the event that the Seller retains possession of the Property after closing pursuant to subsection a. above, the times for inspection and removal of personal property shall be adjusted in accordance with the Seller's last date of possession.
- d. **No Encumbrances.** The Seller agrees not to place any liens or encumbrances on the Property after the date of this Agreement.

13. **Closing Costs and Related Items.**

a. **The Buyer will pay:**

- i. one half (1/2) of the Closer's fee charged to close the transaction contemplated by this Agreement;
- ii. title insurance premium costs;
- iii. the recording fee for the deed transferring title to the Buyer; and
- iv. any survey or environmental investigation costs incurred by the Buyer.

b. **The Seller will pay:**

- i. one half (1/2) of the Closer's fee charged to close the transaction contemplated by this Agreement;
- ii. fees for the title insurance commitment obtained by the Seller;
- iii. any state deed taxes and Well Disclosure fees required to enable the Buyer to record its deed from the Seller under this Agreement; and
- iv. all liens, encumbrances, or mortgages, and fees and charges related to the filing of any instrument required to make title marketable.

Each Party shall pay its own attorney fees and broker commissions or fees.

14. **Default.** If Seller defaults in its obligation to close and deliver the deed in accordance with the provisions of this Agreement, the Buyer may, by notice upon the Seller, (i) terminate this Agreement, in which event the Seller shall reimburse the Buyer for all costs and expenses incurred by the Buyer in connection with this transaction up to and including the date of default, or (ii) avail itself of any other remedy for said default which it may have at law, in equity or by statute, including, but not limited to, an action for damages; or (iii) seek specific performance, and the reimbursement of costs and expenses. If the Buyer shall default in the performance of any of its obligations hereunder, then the Seller may avail itself of any remedy for said default which it may have at law, in equity or by statute, including, but not limited to, an action for damages and/or specific performance.

15. **Notice.** Any notice must be in writing, and will be deemed delivered if delivered personally or when deposited in the United States mail, postage pre-paid, to the following addresses (or such other address as may be designated by either party in writing):

If to Seller: Moose Lodge
Gary Lenert
1946 English Street
Maplewood, MN 55119

w/copy to: Sunset Realty
Steve Shea
2411 Maplewood Drive
Maplewood, MN 55109

If to Buyer: City of Maplewood
Attn: City Manager
1830 East County Road B
Maplewood, MN 55109

w/copy to: Ronald H. Batty
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

w/copy to: Michael A. Brass
Colliers International
5985 Rice Creek Parkway, Suite 105
Shoreview MN 55126

16. **Inspections.** From the date of this Agreement to the Closing, the Buyer, its employees and agents, shall be entitled to enter upon the Property to conduct such surveying, inspections, or other investigations, as the Buyer shall elect; provided, that the Seller is given at least 24 hours' notice. Such inspections may include, at the Buyer's discretion, an examination of the interior and exterior of the physical structures located on the Property by the Maplewood building official or other qualified individual.
17. **Runs with the Land.** The terms, covenants, indemnities and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto. Time is of the essence of this Agreement.
18. **Assignment.** The Buyer shall have the right to assign its rights under this Agreement.
19. **No Waiver.** Nothing herein shall be construed as, or deemed to be a waiver of, the right of the Buyer at any time to exercise its powers of eminent domain with respect to the Property.
20. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral.
21. **Modification and Waiver.** No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a written document signed by both Parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
22. **No Merger of Representations, Warranties.** The representations and warranties contained in this Agreement shall not be merged into any instruments of conveyance,

including but not limited to the Warranty Deed, delivered at Closing, but instead shall survive Closing, and the Parties shall be bound accordingly.

23. **Risk of Loss.** If there is any loss or damage to the Property between the date hereof and the Closing Date, for any reason including, but not limited to, fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on the Seller. If the Property is destroyed or substantially damaged before the Closing, this Agreement may become null and void, at the Buyer's option. At the request of the Buyer, the Seller agrees to sign a cancellation of Agreement under such circumstances.
24. **Specific Performance.** This Agreement may be specifically enforced by the Parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this Agreement. The Parties reserve all other remedies available at law or in equity.
25. **Incorporation of Recitals.** The Recitals set forth above in the preamble to this Agreement are incorporated into this Agreement as if fully set forth herein.
26. **Additional Documents.** The Buyer and the Seller agree to cooperate with the other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.
27. **Execution in Counterparts.** This Agreement may be executed in counterparts by the Parties hereto.
28. **Severability.** Any provision of this Agreement which is deemed void or unenforceable may be severed from the remaining provisions without affecting the enforceability of the remaining provisions.
29. **Choice of Law and Venue; Interpretation.** This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Ramsey County, Minnesota, and the Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
30. **Brokers.**
 - a. The Buyer shall be solely responsible for compensating the Buyer's broker and shall defend, indemnify and hold the Seller harmless from any claims of the Buyer's broker.

- b. The Seller has engaged the services of Sunset Realty as broker and will be solely responsible for the costs of such broker and shall defend, indemnify and hold the Buyer harmless from any claims of such broker.

31. Seller's Licenses.

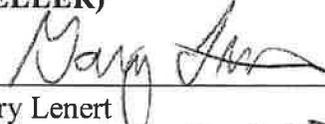
- a. The Seller holds an on-sale intoxicating liquor license issued by the Buyer in its capacity as the licensing municipality. The license is in the name of Maplewood Moose Lodge #963, Inc. Section 6-129(a) of the Buyer's code of ordinances allows the transfer of on-sale intoxicating liquor licenses to another location if the licensee remains the same and all other requirements of state statute and city ordinance are met.
- b. The Seller also holds a food license issued by the Buyer in its capacity as a municipality which handles food establishment licensing within its jurisdiction as authorized under Minnesota Statutes, chapter 145A. City code section 14.349 prohibits the transfer of a food license to a new location but a new license may be obtained by compliance with all relevant requirements and inspections.
- c. The Buyer agrees to cooperate with the Seller in any application the Seller may make regarding its on-sale intoxicating or food establishment licenses but nothing herein shall be deemed a waiver of any statutory or ordinance requirement regarding the issuance of said licenses and the Buyer retains all discretion it has as the licensing authority under statute or ordinance regarding the transfer or issuance of said licenses.

* * * * *

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in their names and on their behalf on or as of the date and year first above written.

MAPLEWOOD LODGE NO. 963,
LOYAL ORDER OF MOOSE, INC.
(SELLER)

LOOM MAPLEWOOD MOOSE
LODGE 963 ADMINISTRATOR



Gary Lenert

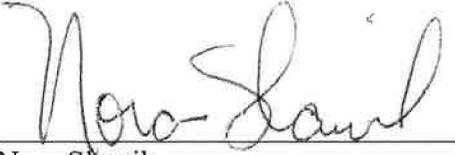
Its: ADMINISTRATOR

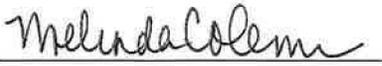
LOOM Maplewood Moose
Lodge 963 Governor

Date: 6-19, 2018


John R. Rheinberger
6/19/18

**CITY OF MAPLEWOOD
(BUYER)**

By: 
Nora Slawik
Its: Mayor

By: 
Melinda Coleman
Its: City Manager

Date: 7.11., 2018

EXHIBIT A

LEGAL DESCRIPTION

PID #15.29.22.23.0051, 15.29.22.23.0100 and 15.29.22.23.0052

