

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement"), dated September 23, 2022 (the "Effective Date"), is made and entered into between K [REDACTED] liability company ("Buyer"), AMOGH KARNEY, an individual ("Amogh"), and ANAND KARNEY, an individual ("Karney").

RECITALS

A. Sellers own the membership interests (the "Membership Interests") of NARKE 40D, LLC, a Nebraska limited liability company (the "Company"). NARKE 40D ownership interests were later transferred to Brookside Apartments, indirectly.

B. Sellers desire to sell, transfer and assign the Membership Interests to Buyer, and Buyer desires to purchase, receive and be assigned the Membership Interests, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereto agree as follows:

1.0 Transfer and Conveyance of Membership Interest.

1.1 Purchase and Transfer of the Membership Interests. On the terms and subject to the conditions, representations and warranties set forth in this Agreement, at Closing (as defined hereinafter), Sellers will sell, assign, transfer, convey and deliver to Buyer all of their right, title and interest in and to the Membership Interests, free and clear from any and all liens, security interests, pledges, charges, claims and encumbrances of any nature, kind or description; and Buyer will purchase and acquire the Membership Interests in consideration for the Purchase Price (defined below) and other good and valuable consideration as set forth herein.

1.2 Purchase Price and Payment of Purchase Price. The purchase price for the Membership Interests is Three Hundred Thousand 00/100 Dollars (\$300,000.00) (the "Purchase Price"). At Closing, Buyer shall pay the Purchase Price in cash, by certified check, cashier's check or wire transfer.

1.3 Closing and Closing Date. The closing of the transactions contemplated hereby (the "Closing") shall take within 14 days upon the sale of the property commonly known as "Brookside Apartments" with a mailing address of 1602 Brookside Dr. Saint Joseph, MO.

2.0 **Representations and Warranties of Seller.** Each Seller, severally and not jointly, hereby represents and warrants to Buyer as follows:

2.1 **Authority.** Each Seller has, and will have at Closing, full legal capacity, right, power and authority to execute, deliver and perform the Seller's obligations under this Agreement and to consummate the sale, transfer and delivery of the Seller's Membership Interests. This Agreement has been duly and validly executed and delivered by, and constitutes the valid and binding agreement of the Seller, enforceable against the Seller in accordance with its terms.

2.2 **No Conflict.** The execution and delivery of this Agreement by the Seller and the Seller's consummation of his obligations hereunder do not, and will not at Closing, (a) conflict with, or result in any breach of any material terms, conditions or provisions of, or constitute a default under, or result in the imposition of any lien or encumbrance upon any of Seller's Membership Interests pursuant to, any applicable law, administrative regulation or judgment or any contract to which Seller is now a party or by which Seller's properties, assets or rights may be bound or affected, (b) violate any provision of any law, rule or regulations of any administrative agency or governmental body, or any other decree of any court, arbitrator or governmental body applicable to Seller, or (c) require any filing with, or license, permit, consent or other approval of, any other third party or governmental body.

2.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, MEMBERSHIP INTERESTS ARE SOLD "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY) OTHER THAN THOSE SET FORTH EXPLICITLY IN THIS SECTION 2.0.

3.0 **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Sellers as follows:

3.1 **Due Authorization.** Buyer has, and will have at Closing, full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. All acts and other proceedings required to be taken by or on the part of Buyer to authorize it to carry out this Agreement and the transactions contemplated hereby have been duly and properly taken. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.

3.2 **No Conflict.** The execution and delivery of this Agreement by the Buyer and the Buyer's consummation of its obligations hereunder do not, and will not at Closing, (a) conflict with, or result in any breach of any material terms, conditions or provisions of, or constitute a violation or default, or result in the imposition of any lien or encumbrance upon any of Buyer's assets pursuant to, any applicable law, administrative regulation or judgment, under any contract to which Buyer is now a party or by which Buyer's properties, assets or rights may be bound or affected, (b) violate any provision of any law, rule or regulations of any administrative agency or governmental body, or any other decree of any court, arbitrator or governmental body applicable to Buyer, or (c) require any filing with, or license, permit, consent or other approval of, any other third party or governmental body.

4.0 **Covenants.**

4.1 **Tax Matters.** The parties to this Agreement shall cooperate with each other with respect to any matters relating to tax returns and any tax audits, appeals, claims or litigation with respect to such tax returns or the preparation of such tax returns and post-closing adjustment records. In connection therewith, the parties shall make available to each other such files, documents, books and records for inspection and copying as may be reasonably requested and shall cooperate with respect to retaining information and documents which relate to such matters. This covenant will survive Closing.

5.0 **Termination.** This Agreement may be terminated at any time prior to the Closing:

5.1 by the mutual written consent of the Sellers and the Buyer;

5.2 by the Sellers by written notice to Buyer if:

521. there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement; or

522. any of the conditions set forth in Section 2 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Outside Date.

6.0 **Effect of Termination.**

6.1 In the event of the termination of this Agreement in accordance with Section 7, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except: (i) as set forth in this Section 8; and (ii) that nothing herein shall relieve any Party hereto from liability for any willful breach of any provision hereof.

7.0 **Miscellaneous.**

7.1 **Notices.** Any and all notices or communications required or desired to given in connection with this Agreement shall be in writing and shall be deemed to have been duly given (i) upon personal delivery, (ii) three (3) business days after deposited with the United States Postal Service, registered or certified mail, postage prepaid, return receipt requested, or (iii) one (1) business day after deposited with a recognized courier guarantying overnight delivery to the respective parties at the last known address of such party, or to such other address as either party may from time to time designated by notice given in accordance with the provisions of this Section.

7.2 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.3 **Governing Law; Venue; Jurisdiction.**

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEBRASKA, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any signatures to this Agreement sent by facsimile or other electronic transmission will be deemed to constitute an original and fully effective signature of such party.

7.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

7.6 Modification. This Agreement may not be amended or modified except by a writing signed by an authorized representative of the party against whom enforcement of the change is sought.

7.7 Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

7.8 Further Assurances. Buyer will take all further actions, including execution of all necessary or recommended documentation, to confirm and enforce the Release to Sellers' reasonable satisfaction.

7.9 Release of Claim. Sellers release Anand Karney, Sudha Karney, Amogh Karney, NARKE Holdings LLC, SHIBA PROP LLC, and their respective heirs, successors, and/or trustees of any past, present, or future damages regarding NARKE 40D LLC or Brookside Apartments upon the full payment and execution of this agreement.

[Remainder of Page Intentionally Blank; Signatures on the following page]

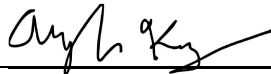
IN WITNESS WHEREOF, the parties hereto have executed this Membership Interest Purchase Agreement on the date first above written.


SELLERS:



BUYER:

NARKE HOLDINGS, a Nebraska limited liability company

By: 
Name: Amogh Karney
Title: Member Owner

 10/07/2022
AMOGH KARNEY, an individual

 10/07/2022
ANAND KARNEY, an individual