

UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS

In re: 2654 HIGHWAY 169, LLC, DEBTOR.	Case No. 16-10644-11
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MOTION FOR ORDER AUTHORIZING SALE OF THE WAREHOUSE

Debtor 2654 Highway 169, LLC, by and through its counsel David P. Eron of Eron Law, P.A., hereby requests that the Court enter an Order authorizing Debtor to sell its primary asset by private sale to Ariel Capital, LLC, a Delaware limited liability company (“Buyer”), for the sum of \$14,000,000.00, subject to higher and better bids. Debtor's largest creditor, Wells Fargo Bank, N.A., solely as Trustee for the Registered Holders of the GE Business Loan Pass-Through Certificates, Series 2004-2, as Beneficiaries (“Bank”), has consented to this proposed sale. This sale is in the best interest of the estate and will, if successful, produce enough revenues to pay all claims herein in full, pay all administrative expenses of the sale (and incurred herein), and generate a return for the members of the Debtor and the Co-owners (as hereinafter defined). In support of the Motion, Debtor states as follows:

1. On April 13, 2016 (“the Petition Date”), Debtor filed a Voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code. Debtor continues to be a debtor-in-possession pursuant to 11 U.S.C. §1107. No trustee has been appointed in this case. An Official Unsecured Creditors Committee has not been appointed in this case.

2. Debtor is a limited liability company headquartered in Los Altos, California and whose principal asset is an undivided 76.7942% interest in a large warehouse in Coffeyville, Kansas, legally described as follows:

Beginning at a point located 2,645.50 feet North and 75.00 feet East of the Southwest corner of the SE/4 of Section 7, Township 34 South, Range 17 East, Montgomery County, Kansas, thence North along a line parallel to the center line of said Section 7, a distance of 2,621.75 feet, thence East along a line parallel to the north line of the NE/4 of said Section 7 a distance of 1,981.90 feet, thence South a distance of 2,498.50 feet, thence West a distance of 1,998.00 feet to the point of beginning, all located in Section 7, Township 34 South, Range 17 East, Montgomery County, Kansas.

A part of Section 7, Township 34 South, Range 17 East of the 6th P.M., Montgomery County, Kansas, described as follows: Commencing at the SW corner of the SE/4 of said Section, thence on an assumed bearing of N 00°00'00" W along the centerline of said Section 7, a distance of 2,645.50 feet, thence N 90°00'00" E a distance of 75.00 feet to the true point of beginning, thence N 00°00'00" W a distance of 2,621.75 feet, thence S 87°11'57" E parallel with the North line of said Section 7, a distance of 1,981.90 feet, thence S 00°25'11" E a distance of 2,498.50 feet, thence S 89°14'27" W a distance of 1,998.00 feet to the true point of beginning.

A part of Section 7, Township 34 South, Range 17 East of the 6th P.M., Montgomery County, Kansas, described as follows: Commencing at the SW corner of the SE/4 of said Section 7, thence on an assumed bearing of N 00°00'00" W along the center line of said Section 7 a distance of 2,645.50 feet, thence N 90°00'00" E a distance of 66.80 feet to the East right-of-way line of US Highway No. 169 and the true point of beginning, thence continuing N 90°00'00" E a distance of 8.20 feet, thence N 00°00'00" W a distance of 2,621.75 feet, thence S 90°00'00" W a distance of 1.90 feet to said East right-of-way line of US Highway No. 169, thence S 00°08'13" W along said East right-of-way line a distance of 2,621.76 feet to the point of beginning.

The foregoing, subject to any modifications as may be demonstrated as necessary by any survey conducted prior to Closing, shall be hereinafter referred to as the "Property." The Property is co-owned with Andrew Lewis as trustee of The Rebecca A. Lewis Minor's Trust, Dated 12/18/90, The Emily F. Lewis Minor's Trust, Dated 12/18/90, and The Margaret C. Lewis Minor's Trust, Dated 12/18/90 (each holding an undivided 6% interest) and Richard F. Fulton and Cynthia E. Harlow as trustees of The Harlow-Fulton Family Trust Dated September 4, 1990 (holding an undivided 5.2058% interest) (collectively, the "Co-owners").

3. The Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. 1334, its local rules, and 11 U.S.C. §§ 361-65.

THE PROPOSED SALE OFFER

4. Debtor proposes to sell the Property by way of private sale. A copy of the Purchase Agreement and related schedules and exhibits (collectively, the "Agreement") is attached hereto as **Exhibit 1**.

5. The entire Property will be sold, both the Debtor's interest, which is property of the estate, and the interest of the Co-owners, pursuant to 11 U.S.C. 363(h). The Co-owners have consented to the proposed sale, and have executed the Agreement.

6. The sale proceeds will be first paid to satisfy and retire the secured claim of Montgomery County, Kansas on account of real property taxes, including a pro rata portion of such taxes as have accumulated through the Closing. The sale proceeds will be second paid to satisfy and retire the secured claim of the Bank, including all interest, costs, and fees provided for by the Montgomery County District Court judgment in Case No. 15-CV-93, and as may have accrued after judgment. An itemized statement of any post-judgment costs and fees shall be provided to Debtor's counsel not less than 14 days prior to the Closing, and shall be subject to approval by the Court pursuant to 11 U.S.C. §506(b). In the event of any dispute concerning such fees, the sale shall close, but an amount sufficient to pay the fees asserted by the Bank shall be retained in escrow until the dispute has been resolved. The sale proceeds shall then be used to pay for all costs of sale attributable to the Debtor as set forth in the Agreement. Such costs may include transfer or sales taxes, title and document fees, sales commissions or fees, and any other customary costs of sale. All remaining proceeds will be designated and distributed to the Debtor as "Net Proceeds".

SALE FREE AND CLEAR OF LIENS AND ENCUMBRANCES OF RECORD

7. The real and personal property will be sold free and clear of the following liens of encumbrances, as disclosed on the Title Commitment, attached hereto as Exhibit 2 ("Title Commitment") and incorporated herein by reference:

- a) Schedule B, Section I ("Requirement"), No. 12
- b) Requirement No. 13
- c) Requirement No. 14
- d) Requirement No. 15
- e) Requirement No. 16
- f) Requirement No. 17
- g) Requirement No. 18
- h) Requirement No. 19
- i) Requirement No. 20
- j) Requirement No. 21
- k) Requirement No. 22
- l) Requirement No. 23
- m) Requirement No. 24
- n) Requirement No. 25
- o) Requirement No. 26 (any UCC liens recorded with the State of Kansas)
- p) Schedule B, Section II ("Exception"), No. 9
- q) Exception No. 10
- r) Exception No. 17
- s) Exception No. 18
- t) Exception No. 21

8. The property is being sold subject to various easements and restrictions of record. These easements and restrictions of record are described in more detail on the Title Commitment. The following is a list of "Surviving Encumbrances," which will not be eliminated by the sale:

- a) Exception No. 11
- b) Exception No. 12
- c) Exception No. 13
- d) Exception No. 14
- e) Exception No. 15
- f) Exception No. 16
- g) Exception No. 19
- h) Exception No. 20

All other liens, mortgages, leases, servitudes, or encumbrances shall be eliminated by the sale under this Motion, pursuant to 11 U.S.C. §363(f).

9. The Buyer will pay all escrow costs and title insurance expense. The Debtor will pay the cost of all curative recording documents or documents related to this bankruptcy proceeding, with the Buyer to pay the costs of recording of any deed and mortgage on the Property.

10. The Debtor will pay all 2015 and prior year real property taxes. The 2016 taxes will be divided between the Debtor and the Buyer on a pro rata basis, as set forth in Agreement Section 2.5(c)(i).

11. The Buyer is not acquiring any personal or other property of the Debtor other than the Property. No common identity of any officers, directors or members of the Debtor and the Buyer exist and the sale of the Property shall not expose the Buyer to any successor or similar liability.

RIGHT OF OVERBID AND CREDIT BID

12. Pursuant to the provisions of 11 U.S.C. §363, the Bank maintains the right of credit bid on the Property pursuant to the terms of the Bankruptcy Code. Any credit bid will be in an amount equal to satisfy in full the outstanding lien of the Bank, and must include additional funds as necessary to outbid the Buyer pursuant to the terms and conditions set forth below.

13. Third party bidders have the right of overbid and subsequent bids. Any initial overbid must be in the minimum increment of \$50,000.00. Each subsequent overbid must, likewise, be in an additional amount of \$50,000.00. The Buyer shall be entitled to submit bids in excess of any other overbids, but any overbids by the Buyer shall comply with the requirements for other overbidders.

14. All overbids must first qualify as acceptable bids. In order for a bid to be "acceptable", the overbidder must a) deposit with Debtor's counsel or a mutually acceptable escrow agent an earnest money deposit of not less than \$175,000, b) agree that such earnest money deposit shall be non-refundable unless such overbidder does not withdraw the overbid, and is nonetheless not the successful overbidder, and c) agree to all of the material terms and conditions contained in the Agreement, except as may be otherwise obviated by this Motion and any Order granting this Motion.

15. Any initial overbid shall be submitted in writing to the Court not later than **August 15, 2016**, with the applicable earnest money deposit to be submitted to Debtor's counsel and retained in counsel's attorney-client trust account unless otherwise agreed to by the Debtor and overbidder. Any overbid shall be filed as an objection to this Motion. Counsel for the Debtor may file such overbid with the Court in the event that an overbid is erroneously submitted to Debtor. In the event that an overbid or other objection is not received by the deadline, Debtor may upload an order granting this Motion for sale to the Buyer. In the event that an overbid is submitted by the deadline, the Court shall conduct an auction at the hearing on this Motion. Any subsequent bidders shall have deposited the requisite earnest money with Debtor's counsel not later than three business days preceding the hearing on this Motion, or they shall not be permitted to submit subsequent bids at the hearing.

16. In the event of a successful overbid, Buyer shall receive a payment of \$50,000 as a "Breakup Fee" as provided in Article VII of the Agreement, which shall be paid out of the \$175,000 earnest money deposited by the successful overbidder. In such event, the successful bidder shall be substituted as the "Buyer" in this Motion.

REQUESTED APPROVAL OF THE MOTION FOR ORDER OF SALE

17. The proposed sale is in the best interest of the estate and all parties have acted in good faith.

18. The Debtor believes a prompt sale of the assets under 11 U.S.C. §363(b) is critical to this estate to maximize the value of its assets for the benefit of all of its creditors.

19. Under 11 U.S.C. §363(b) and 11 U.S.C. §1107(a) the Debtor-in-Possession is empowered to sell the Property free and clear of liens, claims and encumbrances of record.

20. The Court's power to authorize a sale under 11 U.S.C. §363(b) is to exercise at its discretion using a flexible case-by-case approach. See *In Re Baldwin United Corporation*, 43 BR 905 (Bankr. S.D. Ohio 1984). The important consideration for the Court is the finding that a proper business rationale exists for the sale of assets. *Stephens Industry, Inc. v. McClung*, 739 F.2d 386 (6th Cir. 1986). Also relevant for the Court is a factual analysis as to whether a business justification for a sale of substantially all the assets is present. See *In Re Walter* 83 BR 14 (9th Cir. BAP 1988).

21. The sale of the Property is in accordance with the Debtor's overall business plan. The Debtor will cease operations of the Property upon closing of the sale.

22. The Property is to be sold free and clear of liens and encumbrances of record, but subject to the Surviving Encumbrances.

23. Based on the foregoing, the Debtor submits that the sale of the Property is in the best interest of the bankruptcy estate and should be approved. In conjunction therewith, the Debtor requests the Court approve the proposed sale to Buyer with the protection afforded by 11 U.S.C. §363(f) and approve the sale free and clear of liens and encumbrances of record.

24. Debtor proposes that the sale of the Property to Buyer will constitute legal, valid and effective transfer of the Property and will vest Buyer with insurable fee title to the Property with all right, title and interest of the Debtor and the Co-owners in and to the Property free and clear of all liens and claims (as defined in 11 U.S.C. §101) pursuant to Section 363(f) of the Bankruptcy Code (other than liens created by Buyer) whatsoever known or unknown, fixed, liquidated, contingent or otherwise, including, but not limited to, any of Debtor's creditors, vendors, suppliers, employees or lessors and any other person that is the holder of a claim (collectively "Claimants"), with the sole exception of the Surviving Encumbrances identified above. Surviving Encumbrances will survive entry of an order on this Motion and will remain attached to the Property.

25. Debtor proposes that Buyer shall not be liable in any way (as successor entity or otherwise) for any claims that any of the Claimants or any other third party may have against the Debtor, the business of the Debtor, and/or the Property, and Debtor requests that approval of the proposed sale permanently enjoin and restrain the assertion and prosecution of any claims by Claimants or any other third party against Buyer, Buyer's Affiliates, designees and assigns and the ownership, use and operation of the Property, and further enjoin Claimants or any third parties from taking any action against Buyer or Buyer's affiliates for the purpose of recovering any claim which such Claimant or third party has solely against Debtor or Debtor's Affiliates.

26. The proposed consideration for the sale constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Kansas.

27. The transactions contemplated by the Agreement are not subject to avoidance under 11 U.S.C. Section 363(n), are undertaken by Debtor and Buyer at arm's length, without

collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code, and such parties are entitled to the protections of Section 363(m) of the Bankruptcy Code.

28. As part of the sale, no executory contracts will be assumed and assigned to Buyer.

29. Not selling the Property free and clear of liens and claims would impact adversely on Debtor's bankruptcy estate and would be of substantially less benefit to the Debtor's estate.

30. Debtor further requests a waiver of any otherwise applicable bulk sales laws in all necessary jurisdictions.

31. Debtor requests authority to execute all necessary documents and take all necessary and appropriate actions to consummate the sale proposed herein. As part of the relief sought herein, Debtor seeks this Court's approval of the Agreement and specific authorization to enter into the Agreement.

32. In the event that the Motion is granted, the Bankruptcy Court shall retain jurisdiction to interpret, construe and enforce the provisions of the Agreement, to resolve any and all disputes that may arise under such agreement as between Debtor and Buyer, to hear and determine any and all disputes between Debtor, Buyer, and any Claimant or third party claims related to such Agreement, and to interpret, construe and enforce the provisions of any order granting this Motion, provided that in the event the Bankruptcy Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

WHEREFORE, Debtor prays for an order granting this Motion and for such other and further relief as the court deems just and proper.

ERON LAW, P.A.
Attorneys for Debtor

/s/ David P. Eron
David P. Eron, #23429
229 E. William, Suite 100
Wichita, KS 67202
316-262-5500 / 316-262-5559 (fax)
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CERTIFICATE OF SERVICE

I hereby certify that on July 25, 2016, the foregoing was electronically filed with the Court using the CM/ECF system, which sent notification to all parties of interest participating in the CM/ECF system.

I further certify that on July 25, 2016, a true and correct copy of the foregoing was forwarded via U.S. Mail, certified, return receipt requested, postage prepaid and properly addressed to the following:

U.S. Bank National Association
One US Bank Plaza
Mail Code SL-TW-06CT
St. Louis, MO 63101
Attn: Brian Kabbes

U.S. Bank National Association
8401 Jackson Road
Sacramento, California 95826
Attn: Carl D. Panattoni

Wells Fargo Bank NA as Trustee
Registered Holders of GE Business
c/o GE Commercial Finance Business
6464 185th Avenue NE
Redmond WA 98052-5048
Attn: Bank Officer

Wells Fargo Bank NA
Trustee of GE Loan Pass Through
101 North Phillips Avenue
Sioux Falls SD 57104-6714
Attn: Bank Officer

General Electric Capital
Business Asset Funding Corp
PO Box C 97550
Bellevue WA 98009
Attn: Bank Officer

General Electric Capital Business Asset Funding Corporation
10900 NE 4th Street, Suite 500
Bellevue, WA 98004
Attn: Bank Officer, Middle Market Risk/Operations Department

Furthermore, I certify that on July 25, 2016, a true and correct copy of the foregoing was forwarded via U.S. Mail, first class, postage prepaid and properly addressed to the following:

See attached matrix.

/s/ Margaret R. Spangler
MARGARET R. SPANGLER
Assistant to David P. Eron

EXHIBIT 1

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made and entered into on the 18th day of July, 2016 by and among **Ariel Capital, LLC**, a Delaware limited liability company or its designee or assignee ("Buyer"), on the one hand, and **2654 Highway 169, LLC**, a Kansas limited liability company; **Andrew Lewis as trustee of The Rebecca A. Lewis Minor's Trust**, Dated 12/18/90; **Andrew Lewis as trustee of The Emily F. Lewis Minor's Trust**, Dated 12/18/90; **Andrew Lewis as trustee of The Margaret C. Lewis Minor's Trust**, Dated 12/18/90; and **Cynthia E. Harlow as trustee of The Harlow-Fulton Family Trust** Dated September 4, 1990 (collectively and joint and severally, "Seller"). Hereinafter, Buyer and Seller may each be referred to individually as a "Party" or together as the "Parties".

RECITALS:

A. Seller currently owns an 877,288 square foot warehouse located at 2654 Highway 169, Coffeyville, KS, including all Improvements, personal property there located, and real property consisting of 105.01 acres, all more or less and more particularly described on Schedule 3.4(a) (collectively, the "Property").

B. The Property is currently vacant.

C. Seller desires to sell to Buyer the Property, and Buyer desires to purchase the Property, in each case pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the representations, warranties, and covenants contained herein, and in exchange for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1

Definitions and Related Matters

For purposes of this Agreement, the capitalized terms used herein shall have the meanings assigned to them herein or in the attached Schedule 1 and, for purposes of this Agreement and all other documents executed in connection herewith, the rules of construction set forth in Schedule 1 shall govern.

ARTICLE 2

Purchase and Sale; Closing

2.1 Transfer of Property. On and subject to the terms and conditions of this Agreement, at the Closing on the Closing Date and effective as of the Effective Time, Buyer shall purchase, acquire and accept from Seller, and Seller shall sell, convey, transfer, assign and deliver to Buyer, broom clean, vacant and free and clear of all Encumbrances, insurable fee title to the Property. Notwithstanding anything to the contrary contained in this Section 2.1 or elsewhere in this Agreement, the Excluded Assets are not part of the sale and purchase contemplated hereunder, are excluded from the Property, and shall remain the exclusive property of the appropriate Seller subsequent to the Closing.

2.2 Consideration.

(a) The consideration for the Property and the other rights of Buyer hereunder shall consist of the Purchase Price of \$14,000,000.00. Closing shall be handled by Madison Title Agency or another licensed title company mutually selected by the Parties (the "Title Company" and the "Escrow Agent"). Within five (5) Business Days after the execution by all Parties of this Agreement, Buyer shall deliver \$125,000.00 in earnest money to the Escrow Agent, subject to the terms and conditions hereof ("Earnest Money"). Within five (5) Business Days after the expiration of the Due Diligence Period (defined below), Buyer shall deliver

an additional \$125,000.00 in earnest money to the Escrow Agent, which shall become part of the Earnest Money. The Escrow Agent shall hold the Earnest Money in escrow in an insured, interest bearing account with a financial institution reasonably acceptable to Seller and Buyer and otherwise pursuant to the terms of this Agreement, including the General Escrow Provisions set forth in Exhibit A attached hereto. Accrued interest on the Earnest Money shall become part of the Earnest Money and shall be paid to whichever Party becomes entitled to receive the Earnest Money under this Agreement, and all such accrued interest shall be treated for income tax purposes as accruing to the benefit of the Party who receives the Earnest Money and shall be reported by such Party, except that if the Earnest Money is credited against the Purchase Price at Closing, then all such accrued interest shall be treated for income tax purposes as accruing to the benefit of Buyer and shall be reported by Buyer. At Closing, Buyer shall pay the Purchase Price, as adjusted and less the Earnest Money being held on deposit, in immediately available funds to the Escrow Agent for distribution from escrow in accordance with this Agreement and written instructions to be provided by Seller. Seller shall deliver appropriate instructions to the Escrow Agent for distribution of the Purchase Price at least five (5) Business Days prior to the Closing Date.

(b) Seller shall provide Buyer and Buyer's representatives reasonable access, during normal business hours of Seller, to all personnel, books and records of or related to the ownership, maintenance and management of the Property within either Seller's direction or control as reasonably requested by Buyer.

2.3 Assumption of Liabilities; Excluded Liabilities; Contract Assumption and Rejection.

(a) Upon the terms and subject to the satisfaction or, if permissible, waiver, of the conditions of this Agreement, at the Closing on the Closing Date and as of the Effective Time, Buyer shall assume and discharge, when and as due, only the following Liabilities of Seller, whether known or unknown, in each case, to the extent related to the Property (collectively, the "Assumed Liabilities"): all Liabilities arising out of, resulting from or relating to the Assumed Contracts, but only to the extent such Liabilities (A) are to be performed after the Effective Time, (B) do not arise as a consequence of any breach or default prior to the Effective Time, and (C) are accompanied by a correlated duty of performance or payment on the part of the other party(s) thereto. As part of the Approval Order, Seller shall obtain authority to assume and assign to Buyer under Section 365 of the Bankruptcy Code the Assumed Contracts. For purposes of this Agreement, the "Assumed Contracts" shall consist of those leases and contracts identified on Schedule 2.3(a). Schedule 2.3(a) shall be finalized not later than the end of the Due Diligence Period, and the Parties acknowledge that there may not be any Assumed Contracts.

(b) Notwithstanding anything in this Agreement to the contrary, except for the Assumed Liabilities, any and all Liabilities of either Seller (other than the Assumed Liabilities, the "Excluded Liabilities"), whether or not incurred in connection with the operation of the Property, shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by the applicable Seller. Buyer shall reject, and shall not be required to assume, any executory contracts or unexpired leases in connection with this Agreement or the transactions contemplated hereby, except for the Assumed Contracts.

2.4 Closing. Unless this Agreement is first terminated pursuant to Article 7 or Article 7 hereof, and subject to the satisfaction or, if permissible, waiver of each of the conditions set forth in Article 5 hereof, the Closing will take place at the offices of the Title Company or such other place or by such other means (e.g., e-mail/PDF or facsimile and overnight delivery of original execution documents) as is agreed to by the Parties at 10:00 A.M., Central time, on that date which is thirty (30) days following the expiration of the Due Diligence Period (as hereinafter defined).

2.5 Closing Obligations.

In addition to any other documents to be delivered under other provisions of this Agreement, at Closing:

(a) The Seller shall deliver or cause to be delivered to Buyer, together with funds sufficient to pay all Taxes necessary for the transfer, filing or recording thereof, the following documents:

- (i) the Bill of Sale, duly executed by Seller;
- (ii) the Intangible Assignments, duly executed by Seller;
- (iii) intentionally omitted;
- (iv) intentionally omitted;
- (v) a payoff letter for all outstanding indebtedness, if any, secured by the Property, and a release of all Encumbrances relating to the Property executed, in recordable form by the holder of or parties to each such Encumbrance, if any, in each case in substance and form reasonably satisfactory to Buyer and its counsel and the Title Company;
- (vi) an affidavit, as provided in Section 1445(b)(2) of the Code, stating under penalties of perjury that Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code;
- (vii) for each interest in the Property and each easement and/or right-of-way affecting the Property, a recordable warranty deed, assignment, or such other appropriate document or instrument of transfer or approval, as the case may require, each in form and substance reasonably satisfactory to Buyer and the Title Company and fully executed by Seller;
- (viii) such other deeds, transfer tax returns and payment of any associated Tax, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by Buyer, and the Title Company each in form and substance reasonably satisfactory to Buyer and the Title Company;
- (ix) a copy of each permit, license, easement, land-right and other necessary authority for the operation of the Property, in each case validly issued in the name of the Seller and in full force and effect;
- (x) a certificate of good standing issued by the Secretary of State of the Seller's state of organization, dated not earlier than ten (10) Business Days prior to Closing;
- (xi) a copy, certified by the Secretary of Seller, to be true, complete and correct as of the Closing Date, of the articles of incorporation and bylaws or other governing documents of Seller; and resolutions of the respective boards of directors and (to the extent required) members (or other required representatives) of each Seller authorizing and approving the Contemplated Transactions and as to the incumbency and signatures of the officers (or other required representatives) of such Seller executing this Agreement or any of the Transaction Documents on behalf of such Seller;
- (xii) to the extent such transfer is requested by Buyer, evidence satisfactory to Buyer of the transfer of all utilities with respect to the Property or the Property from the Seller to Buyer; and
- (xiii) all other documents, instruments and writings required or reasonably requested by Buyer and the Title Company to be delivered at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith;
- (xiv) a certification that all Seller's representations and warranties set forth in this Agreement are true and correct as of the Closing;

(xv) true and correct copies of The Rebecca A. Lewis Minor's Trust dated 12/18/90, The Emily F. Lewis Minor's Trust dated 12/18/90, The Margaret C. Lewis Minor's Trust dated 12/18/90 and The Harlow-Fulton Family Trust dated 9/4/90, together with affidavits in form acceptable to Buyer and the Title Company that such trusts are in full force and effect and the trustees named therein have the authority to enter into this Agreement and execute the documents necessary to consummate this transaction; and

(xvi) true, correct and complete copy of the Approval Order.

(b) At or prior to the Closing, Buyer shall deliver the following:

(i) the adjusted Purchase Price, pursuant to Sections 2.2(a) and (c);

(ii) to the Seller, the Intangible Assignments, duly executed by Buyer;

(iii) intentionally omitted; and

(iv) to the Seller, all other documents, instruments and writings required or reasonably requested by Seller to be delivered at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith.

(c) The following items are to be prorated between Seller and Buyer, to be computed and determined as of 11:59 P.M. on the day prior to the Closing Date:

(i) Real property taxes and assessments affecting the Property, based upon the current year's assessment. If the exact amount of the tax is unknown at the time of Closing, the same shall be based upon the previous year's maximum discount amount and a portion of the Purchase Price sufficient to insure payment of the taxes for the current year shall be held in escrow with the Title Company. Once the taxes for the current year are known, the Title Company shall pay to Buyer the Seller's pro rata share of the current year's taxes and shall pay to Seller the balance of any funds being held in escrow.

(ii) Personal property taxes, if any shall be paid by Seller.

(iii) Trade payables and similar items which may be due after the Closing Date for services, goods or other items tendered, received or completed prior to the Closing Date shall be paid by the party who benefitted from the same.

(iv) A final reading for utilities shall be requested by the Seller on the business day immediately preceding the Closing Date, which reading shall determine Seller's liability for such services through the Closing Date. Such liability shall be paid directly by Seller out of Seller's net proceeds.

ARTICLE 3

Representations, Warranties and Covenants of Seller

Seller hereby makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof, will be true and correct at Closing and shall survive the Closing and the Contemplated Transactions hereby to the extent set forth herein:

3.1 **Organization of Seller; Power and Authority.** Seller is a duly organized, validly existing limited liability company organized and in good standing under the Laws of the State of Kansas. Seller has

full power and authority to lease and operate the Property. Seller represents and warrants that Andrew Lewis and Cynthia E. Harlow are duly appointed trustees under the applicable trusts, have the authority as trustees to bind the trusts and each of the trusts comprising Seller are in full force and effect.

3.2 Enforcement; Authority; No Conflict.

(a) Subject to the provisions of Sections 6.8 and 6.9 below, this Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency or other similar Laws affecting the rights of creditors generally and by general principles of equity. Subject to the provisions of Sections 6.8 and 6.9 below, Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Transaction Documents and to consummate the Contemplated Transactions. The board of directors and members (and other required representatives) of Seller have duly authorized the execution, delivery, and performance of this Agreement by Seller and except as provided in Sections 6.8 and 6.9 below, no other proceeding on the part of Seller is necessary to authorize the execution, delivery and performance of this Agreement.

(b) This Agreement has been, and the Transaction Documents will be, duly executed and delivered by Seller.

(c) Neither the execution, delivery or performance by Seller of this Agreement or the Transaction Documents nor the consummation by it of this Agreement will (i) contravene, conflict with or result in a violation of any provisions of the trusts, charter or operating agreement or other governing documents of Seller, (ii) to Seller's Knowledge, contravene, conflict with or result in a violation of or give any Governmental Authority or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under any Laws or any Order to which Seller or any of the Property may be subject, (iii) to Seller's Knowledge, contravene, conflict with or result in a violation of any of the terms or requirements of or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify any Permit or other authorization by a Governmental Authority that is held by Seller or that otherwise relates to the Property or any of the Property, (iv) to Seller's Knowledge, contravene, conflict with or result in a violation or breach of any provision of, require the Consent of any Person under, or give any Person the right to declare a default or exercise any remedy under or to accelerate the maturity or performance of or to cancel, terminate or modify any Contract, indenture, mortgage, note, lease or other instrument or document to which Seller is a party or by which any of the Property are bound or (v) result in the imposition or creation of any Encumbrance upon or with respect to any of the Property.

(d) Except as set forth on Schedule 3.2(d), no filings or registrations with, notifications to, or authorizations, Consents or approvals of, a Governmental Authority or third party are required to be obtained or made by Seller in connection with the execution, delivery or performance by Seller of this Agreement or the Transaction Documents or the consummation by Seller of the Contemplated Transactions. Neither the Contemplated Transactions nor the Transaction Documents will result in the creation of any Encumbrance against any of the Property.

3.3 Assets. At the Closing, Seller will convey to Buyer clear, good, insurable and marketable title to, all of the Property, broom clean, vacant and free and clear of all Encumbrances, occupants and tenancies, and interest, liens and claims under Bankr. Code Section 363. None of the Property is leased or on loan by Seller to any third party. The Property constitutes all of the assets and property that, together with the rights granted or conveyed under the Transaction Documents, are necessary for the operation of the Property as conducted as of the date hereof. Upon the Closing, Buyer shall continue to be vested with good insurable fee title in the Property.

3.4 Property; Easements.

(a) Seller owns and has good insurable and marketable title to the Property, which as of Closing shall be free and clear of all options, leases, covenants, licenses, occupants, violations, liens, conditions, easements, agreements, claims, and other Encumbrances of every kind and there exists no restriction on the use or transfer of such property except as set forth in Section 3.4(b). Set forth on Schedule 0(a) is a complete and accurate listing of the legal description of the Property. Seller is not the lessor or lessee of any real property other than the Property, and there are no outstanding options, rights of first refusal or rights of first offer to purchase any of the Property or any portion thereof or interest therein. Seller has made available to Buyer copies of all title reports, surveys, title policies, environmental studies and/or assessments and appraisals relating to the Property.

(b) Seller has not received any notice of violation of any easements, covenants, restrictions or similar instruments. Set forth on Schedule 0(b) hereto is a true, correct and complete list of all Encumbrances relating to the Property or the Property. All of such Encumbrances identified as "Surviving" are valid and will be transferred to Buyer and remain in full force as of the Closing. All of such Encumbrances identified as "Not Surviving" shall be terminated not later than the Closing Date, either through payment out of the proceeds of the Purchase Price paid to Seller or through operation of the Approval Order.

(c) There is no unpaid property Tax, levy or assessment against the Property, except for Encumbrances that will be released at or before Closing, nor is there pending or threatened any condemnation Proceeding against the Property or any portion thereof.

(d) Except for those contracts Buyer elects to assume, if any, Seller is not a party to any service contracts of any kind affecting the Property which would be binding on the Buyer after the Closing.

(e) There are no persons statutorily employed by Seller at the property whose employment will not be terminated prior to the Closing.

(f) Seller has not received written notice of: (i) any assessment payable in annual installments or any part thereof which has become a lien on the Property or (ii) the commencement of any municipal improvement work that might result in any such assessment.

(g) Seller represents that Seller shall continue to manage the Property and make all necessary repairs between the date hereof and the Closing.

(h) Seller shall be responsible to cure all violations and pay monetary liens, monetary and liquidated fines, interest and penalties in a liquidated amount arising out of the violations noted or issued against the Property on or before the Closing Date.

(i) The certificates of occupancy for the Property are in full force and effect.

(j) Seller has had no communication during its ownership of the Property from any labor unions, nor will it enter into negotiations or execute any contract with a labor union between contract and Closing, nor has it paid any sums of money to any labor union for union benefits or welfare in reference to the Property, nor has the Seller received any communications to appear at the State Labor Relations Board.

3.5 Personal Property. Seller shall transfer to Buyer on the Closing Date any Personal Property that is located at the Property. No portion of the Purchase Price is allocated to the Personal

Property. Any sales or other tax imposed in connection with the transfer of the Personal Property shall be paid by Seller.

3.6 Subsidiaries. Seller does not have any subsidiaries and does not directly or indirectly own or have any capital stock or other equity interest in any Person.

3.7 Tax Matters.

(a) Seller has timely and properly filed all Tax Returns that it was required to file.

(b) None of the Property (i) has been or could be treated as a partnership or corporation for United States federal income Tax purposes or (ii) is property that is required to be treated for Tax purposes as being owned by any other Person.

(c) None of the Property represents property or obligations of Seller, including but not limited to uncashed checks to vendors, customers or employees, non-refunded overpayments or unclaimed subscription balances, that is escheatable to any Governmental Authority under any applicable escheatment Laws as of the date hereof or that may at any time after the date hereof become escheatable to any Governmental Authority under any applicable escheatment Law.

3.8 Contracts. Set forth on Schedule 3.8(a) is a true, complete and correct list of all Contracts related to the Property to which Seller is a party or is otherwise bound. Seller has delivered or caused to be delivered to Buyer true, correct and complete copies of each such Contract (including any and all amendments), a description of the terms of each such Contract which is not in writing, if any, and all documents affecting the rights or obligations of any party thereto.

3.9 Environmental Matters. Seller has delivered to Buyer true, correct and complete copies and results of any reports, studies, analyses, tests or monitoring possessed or initiated by Seller or its predecessors pertaining to Hazardous Materials or Hazardous Activities in, on or under the Property, or concerning compliance by Seller, its predecessors, or any other Person for whose conduct Seller is or may be held to be responsible, with Environmental Laws, said reports, studies, etc. to include without limitation, any and all Phase I environmental reports now or hereafter in the possession or control of Seller.

3.10 Permits. Set forth on Schedule 3.10 is a true complete and correct list of all Permits used by Seller in the continuing operation of the Property. Such Permits constitute all those necessary for the continuing operation of the Property and are all valid and subsisting and in full force and effect. No fact or circumstance exists which is reasonably likely to cause any such Permit to be revoked or materially altered subsequent to the execution of this Agreement and the Closing Date. Neither the execution of this Agreement nor the Closing do or will constitute or result in a default under or violation of any such Permit.

3.11 Insurance. Seller maintains and has maintained appropriate insurance necessary for the full protection of all of its assets, properties, operations, products and services and the Property. All such policies are in full force and effect and Seller will cause such policies to be outstanding and in full force and effect as of Closing and immediately following the execution of this Agreement. There are no pending Proceedings arising out of, based upon or with respect to any of such policies of insurance and, to Seller's Knowledge, no basis for any such Proceedings exists. Seller is not in default with respect to any provisions contained in any such insurance policies and no insurance provider is in default with respect to such insurance policies. Set forth in Schedule 3.11 is a true and accurate list of all such insurance policies Seller maintains, and the premiums therefor have been paid in full as they have become due and payable.

3.12 Absence of Certain Changes. There has not been any occurrence or event which, individually or in the aggregate, has had or is reasonably expected to have any Material Adverse Effect. Seller

has continually operated the Property and the Business only in the Ordinary Course of Business. Without limitation of the foregoing, Seller has not entered into, amended, terminated or received notice of termination of any Permit necessary for the continued operation of the Property. In addition, Seller has not taken any action in connection with the Property or the Business which, if taken on or after the date hereof, would have required the prior written Consent of Buyer pursuant to Section 6.4 hereof.

3.13 Litigation and Proceedings. Except for the Chapter 11 Case and the State Court action, there are no Proceedings, either pending or threatened, anticipated or contemplated, against Seller or involving the operation of the Property, any of the Property, or any of Seller's shareholders, directors, officers, agents or other personnel in their capacity as such, which could directly affect any of the Property. Seller has not been charged with, nor is it under investigation with respect to, any charge which has not been resolved to its favor concerning any violation of any applicable Law with respect to the Property and there is no valid basis for any such charge or investigation. No judgment, Order, writ, injunction, decree, assessment or other command of any Governmental Authority affecting Seller or the Property has been entered which is presently in effect. There is no Proceeding pending or, to Seller's Knowledge, threatened which challenges the validity of this Agreement or otherwise seeks to prevent, directly or indirectly, the consummation of this Agreement, nor is there any valid basis for any such Proceeding.

3.14 Compliance with Laws. Except as set forth in Schedule 3.14 neither Seller nor any of its Affiliates has received any notice alleging any, and to Seller's Knowledge there is no, default, breach or violation of any Laws, Permits, Orders, ordinances, rules and regulations, whether civil or criminal, of any federal, state, local or foreign governmental authority applicable to the Property.

3.15 Brokers, Finders. Except as set forth in Schedule 3.15, no finder, broker, agent or other intermediary, acting on behalf of Seller or any of its Affiliates, is entitled to a commission, fee or other compensation in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby. Seller shall pay any commission, fee or other compensation due in connection with this Agreement. This Section 3.15 shall survive Closing. The Approval Order shall contain a finding that no third parties hold any right to any commission for the sale contemplated hereunder, except as are reflected on Schedule 3.15, and shall specifically find that a) any such commissions would have to have been approved by the Bankruptcy Court in advance under 11 U.S.C. §§327-330, and b) that no such commissions have been approved by the Bankruptcy Court.

ARTICLE 4

Representations and Warranties of Buyer

Buyer hereby makes the following representations and warranties to Seller:

4.1 Organization. Buyer is a duly organized and validly existing limited liability company in good standing under the Laws of Delaware and has the power and authority to own, lease and operate its assets and properties. Buyer has full power and authority to execute this Agreement; to consummate the transactions contemplated herein; and to own and operate the Property following Closing.

4.2 Enforcement; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms. Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder.

(b) Neither the execution nor delivery of this Agreement nor the consummation of this Agreement shall, to Buyer's knowledge, result in: (i) a violation of or a conflict with any provision of the

articles of incorporation or the bylaws of Buyer; (ii) a material breach of or default under any term, condition or provision of any Contract to which Buyer is a party, or an event which, with the giving of notice, lapse of time, or both, would result in any such breach or default; or (iii) a material violation of any applicable Law, Order, judgment, writ, injunction, decree or award or any event which, with the giving of notice, lapse of time, or both, would result in any such violation.

4.3 Brokers, Finders. No finder, broker, agent or other intermediary, acting on behalf of Buyer or any of Buyer's Affiliates, is entitled to a commission, fee or other compensation in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby, except as set forth in Schedule 3.15.

ARTICLE 5

Conditions Precedent to Closing

5.1 Conditions Precedent to the Obligations of Buyer. Buyer's obligation to Close is subject to the satisfaction in full, unless expressly waived in writing by Buyer, of each of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Seller contained in this Agreement or in any Transaction Document shall have been true, correct and accurate in all respects on and as of the date hereof and shall also be true, correct and accurate in all material respects on and as of the Closing Date with the same force and effect as though made by Seller on and as of the Closing Date;

(b) Covenants. Each Seller shall have performed, observed and complied in all material respects with all of its obligations, covenants, undertakings and agreements contained in this Agreement or any Transaction Document and required to be performed, observed or complied with by such Seller prior to or at the Closing;

(c) Proceedings. No provision of any Law or Order shall be in effect, and no Proceeding by any Person shall be pending before any Governmental Authority, or before any arbitrator, which would: (i) prevent consummation of the Agreement; (ii) have a likelihood of causing the Agreement to be rescinded following consummation; (iii) adversely affect the right of Buyer to own the Property; or (iv) adversely affect the Property prospects or the value or condition of any of the Property;

(d) Closing Deliveries. Seller shall have delivered or caused to be delivered to Buyer each of the items set forth in Section 2.5(a);

(e) Approval Order. The sale of the Property to Buyer shall have been authorized and approved by the Bankruptcy Court in the Approval Order, which shall be consistent with this Agreement in form and substance, or otherwise acceptable to Buyer and the Title Company, and shall be a Final Order, and shall have been entered by the Bankruptcy Court and such order shall not have been stayed, modified, reversed or amended in any manner adverse to Buyer;

(f) Due Diligence. Buyer shall have completed and be satisfied, in its sole and absolute discretion, with the results of its due diligence review of the Property in accordance with Article 9 below; and

(g) No Material Adverse Effect. Buyer shall have determined that there shall not have occurred any event or circumstance which, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

5.2 Conditions Precedent to Obligations of Seller. Seller's obligation to Close is subject to the satisfaction in full, unless expressly waived in writing by Seller, of each of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Buyer contained in this Agreement or in any Transaction Document shall have been true, correct and accurate in all material respects on and as of the date hereof and shall also be true, correct and accurate in all material respects on and as of the Closing Date with the same force and effect as though made by Buyer on and as of the Closing Date;

(b) Covenants. Buyer shall have performed, observed and complied in all material respects with all of its obligations, covenants, undertakings and agreements contained in this Agreement or any Transaction Document and required to be performed, observed or complied with by Buyer prior to or at the Closing;

(c) Proceedings. No provision of any Law or Order shall be in effect which would prevent consummation of this Agreement;

(d) Approval Order. The Approval Order, in form and substance consistent with this Agreement, shall have been entered by the Bankruptcy Court and such order shall be a Final Order and shall not have been stayed, modified, reversed or amended in any manner; and

(e) Closing Deliveries. Buyer shall have delivered or caused to be delivered to Seller each of the items set forth in Section 2.5(b).

ARTICLE 6

Covenants and Special Agreements

6.1 Access to Information; Confidentiality

(a) Access. Between the date of this Agreement and the Closing Date, Buyer may, directly and through its representatives, make such confirmatory investigation of the Property as it deems necessary or advisable in its sole and absolute discretion. In furtherance of the foregoing, Buyer and its representatives shall have access, upon reasonable notice during normal business hours, to the Property, all properties, books, Contracts, commitments and records of or relating to the Property, and Seller shall furnish and cause to be furnished to Buyer and its representatives such financial and operating data and other information as may from time to time be reasonably requested relating to the Property and shall permit Buyer or its representatives to conduct such physical inspections and environmental audits of the Property as requested by Buyer. Seller and the management, employees, accountants and attorneys of or servicing the Property shall cooperate fully with Buyer and its representatives in connection with such investigation.

(b) Confidentiality.

(i) Prior to Closing, each Party shall ensure that all Confidential Information which such Party or any of its respective officers, directors, employees, counsel, lenders, agents, or accountants may have obtained, or may hereafter obtain, from the other Party (or create using any such information) relating to the financial condition, results of operations, Property, assets, Liabilities or future prospects of the other Party, any Related Person of the other Party or any customer or supplier of such other Party or any such Related Person shall not be published, disclosed or made accessible by any of them to any other Person at any time or used by any of them, in each case without the prior written Consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the restrictions of this sentence shall not apply (i) as may otherwise be required by Law, (ii) to the extent such Confidential Information shall have otherwise become publicly available, and (iii) as to Buyer, to disclosure by or on its

behalf to regulatory authorities or other third parties whose Consent or approval may be required to consummate the Agreement and to its lenders and professionals for the purpose of obtaining financing of such transactions. This provision shall not impair Seller's ability to file this Agreement with the Bankruptcy Court to the extent necessary or advisable for obtaining the Approval Order. Following Closing, each Seller shall ensure that all Confidential Information relating to the financial condition, results of operations, Property, other properties and assets, Liabilities or future prospects of the Buyer, any Related Person of the Buyer or any customer or supplier of the Buyer or any such Related Person shall not be published, disclosed or made accessible by any of them to any other Person at any time or used by any of them, in each case without the prior written Consent of the Buyer; provided, however, that the restrictions of this sentence shall not apply (i) as may otherwise be required by Law, (ii) to the extent such Confidential Information shall have otherwise become publicly available, and (iii) as to Buyer, to disclosure by or on its behalf to regulatory authorities or other third parties whose Consent or approval may be required to consummate the Agreement and to its lenders and professionals for the purpose of obtaining financing of such transactions.

(ii) In the event of termination of negotiations or failure of the Agreement to Close for any reason whatsoever, each Party promptly will destroy or deliver to the other Party and will not retain any documents, work papers and other material (and any reproductions thereof) obtained by each Party or on its behalf from such other Party or its subsidiaries as a result of this proposal or in connection therewith, whether so obtained before or after the execution hereof, and will not use any information so obtained and will cause any information so obtained to be kept confidential and not used in any way detrimental to such other Party.

6.2 Cooperation. Subject to the terms and conditions of this Agreement, the Parties shall cooperate fully with each other and their respective counsel and accountants in connection with, and take or cause to be taken and do or cause to be done, any actions required to be taken under applicable Law to make effective the Agreement as promptly as practicable. Prior to the Closing, the Parties shall proceed expeditiously and in good faith to make such filings and take such other actions as may be reasonably necessary to satisfy the conditions to Closing set forth herein. From and after the Closing, the Parties shall do such acts and execute such documents and instruments as may be reasonably required to make effective the transactions contemplated hereby. On or after the Closing Date, the Parties shall, on request, cooperate with one another by furnishing any additional information, executing and delivering any additional documents and instruments, including contract assignments, and doing any and all such other things as may be reasonably required by the Parties or their counsel to consummate or otherwise implement the transactions contemplated by this Agreement.

6.3 No Inconsistent Action. Prior to the Closing Date, no Party shall take any action, and each Party will use its commercially reasonable efforts to prevent the occurrence of any event (but excluding events which occur in the Ordinary Course of Business and events over which such Party has no control), which would result in any of its representations, warranties or covenants contained in this Agreement or in any Transaction Document not to be true and correct, or not to be performed as contemplated, at and as of the time immediately after the occurrence of such action or event. If at any time prior to the Closing Date, a Party obtains knowledge of any facts, circumstances or situation which constitutes a breach, or will with the passage of time or the giving of notice constitute a breach, of any representation, warranty or covenant of such Party under this Agreement or any Transaction Document or will result in the failure of any of the conditions contained in Article 55 to be satisfied, such Party shall give the other Party prompt written notice thereof; provided, however, that no such notice shall cure any breach of any representation, warranty or covenant contained herein or therein or will relieve any such Party of any obligations hereunder or thereunder unless specifically agreed to in writing by the other Party.

6.4 Conduct of Business. From the date hereof, Seller shall comply with all laws, including but not limited to the Bankruptcy Code and Bankruptcy Rules and shall conduct itself with all requirements necessary to be a debtor-in-possession in Chapter 11. Between the date of this Agreement and the Closing

Date, Seller shall carry on the operation of the Property in the Ordinary Course of Business and in compliance with Law, not introduce any materially new method of management or operation, use reasonable best efforts to preserve the Property, conserve the goodwill and relationships of its customers, suppliers, Governmental Authorities and others having business relations with it (if any), maintain in full force and effect all policies of insurance now in effect for the benefit of Seller, maintain supplies at a level which is sufficient to operate the Property in accordance with past practice and maintain the Property in substantially the condition currently existing, normal wear and tear excepted. By way of illustration and not limitation and except as otherwise required by law, Seller will not, between the date hereof and the Closing Date, directly or indirectly do, or prepare to do, any of the following without the prior written Consent of Buyer (to the extent the following relate to the Property, in the case of Seller), (a) sell, lease, transfer or otherwise dispose of, or license, mortgage or otherwise encumber, or give a security interest in or subject to any Encumbrances, any of the Property, (b) merge or consolidate Seller with, or cause Seller to acquire, or agree to merge or consolidate with or acquire (by merging or consolidating with, or by purchasing a substantial portion of the stock or assets of, or by any other manner), any business or corporation, partnership, joint venture, association or other business organization or division thereof or otherwise change the overall character of the Seller in any material way, (c) enter into or terminate any Contract other than in the Ordinary Course of Business, (d) abandon, sell, license, transfer, convey, assign, fail to maintain or otherwise dispose of any part of the Property, (e) make any change in any of its present accounting methods and practices, (f) make any new Tax election, or change or revoke any existing Tax election, or settle or compromise any Tax liability or file any income Tax Return prior to the last day (including extensions) prescribed by Law to the extent the same may be material to the Property or financial condition of Seller, (g) engage in any transactions with any Related Person which would survive Closing, (h) engage in any activity with the purpose or intent of (A) accelerating the collection of accounts receivable or (B) delaying the payment of the accounts payable, (i) enter into commitments for new capital expenditures in excess of \$15,000 in the aggregate, (j) enter into, amend in any material respect, terminate, or take any action or omit to take any action which causes a breach or default by Seller under, any Assumed Contract; or (k) enter into any agreement (conditional or otherwise) to do any of the foregoing.

6.5 No Transfer at Odds with Law. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be deemed to require the conveyance, assignment or transfer of the Property or Assumed Liability that by operation of applicable Law cannot be conveyed, assigned, transferred or assumed. Each Party shall continue to use reasonable best efforts to obtain at the earliest practicable date all unobtained Consents or approvals required to be obtained by it in connection with the transfer of the Property or performance of any Transaction Document. If and when any such Consents or approvals shall be obtained, then each Seller shall promptly, and hereby does upon the Closing, assign its rights thereunder to Buyer and Buyer shall and hereby does upon the Closing, (i) assume such rights and/or obligations or (ii) perform (or agree to perform) under such Transaction Document, as applicable. Each Party shall execute such good and sufficient instruments as may be necessary to evidence such assignment and assumption. The entire beneficial interest in and to, and the risk of loss with respect to, the Property and Assumed Liabilities shall, regardless of when legal title thereto shall be transferred to Buyer, pass to Buyer at Closing as of the Effective Time, and Seller shall, without consideration therefor, pay, assign and remit to Buyer all monies, rights and other consideration received in respect of such performance. To the extent permitted by Law, Seller shall exercise or exploit their rights in respect of the Property only as directed in writing by Buyer.

6.6 Release of Encumbrances. Each Seller promptly shall take such actions as shall reasonably be requested by Buyer to secure the release of all Encumbrances relating to the Property, in each case in substance and form satisfactory to Buyer, its counsel and the Title Company.

6.7 Tax Covenants. Seller shall pay all Taxes of such Seller and all Taxes attributable to the ownership, operation and management of the Property for any Tax year or period (or portion thereof) ending at or before the Closing. For the purposes of this Section 6.76.7, the portion of such personal property or similar ad valorem Tax that relates to the Tax period ending as of the Closing shall be deemed to be the

amount of such Tax for the entire Tax period multiplied by a fraction, the numerator of which is the number of days in the Tax period ending as of the Closing and the denominator of which is the number of days in the entire Tax period.

6.8 Bankruptcy Filings. Promptly (and in any event within five Business Days) following the date hereof, Seller shall file appropriate pleadings with the U.S. Bankruptcy Court for the District of Kansas to allow Buyer to purchase, and Seller to sell, the Property pursuant to Section 363 of the Bankruptcy Code, including without limitation a motion (the "Sale Motion") requesting the entry of the Approval Order pursuant to Section 363 of the Bankruptcy Code, the contents of which shall be approved by Buyer and Seller in their respective reasonable discretion. Seller shall not file any pleadings with the Bankruptcy Court in connection with this Agreement or the transactions contemplated hereby without the prior written approval of Buyer, including without limitation any Sale Motion, proposed bidding procedures or Approval Order with respect to this Agreement or the transactions contemplated hereby, and shall use best efforts to obtain approval for sale of the Property to Buyer within 30 days of the date hereof (or within such other time period as shall be agreed in writing by Buyer and Seller). The failure of the Parties to reach an agreement as to the form and substance of the Sale Motion shall constitute cause for Termination under Article VII, with no fault attributable to either Party.

6.9 Approval Order.

(a) Prior to the Closing, and subject to the provisions this Agreement, Seller and Buyer shall use their reasonable best efforts to obtain entry of an approval order (the "Approval Order") by the Bankruptcy Court pursuant to Sections 363 of the Bankruptcy Code, which shall contain, among other provisions required by Buyer, the following provisions: (i) the transfers of the Property by Seller to Buyer (A) are or will be legal, valid and effective transfers of the Property, (B) vest or will vest Buyer with all right, title and interest of Seller in and to the Property free and clear of all interests, "Liens" and "Claims" (as defined in Section 101 of the Bankruptcy Code) and Encumbrances pursuant to Section 363(f) of the Bankruptcy Code (other than Liens, if any, created by Buyer) whatsoever known or unknown, fixed, liquidated, contingent or otherwise, including, but not limited to, any of Seller' creditors, vendors, suppliers, employees or lessors and any other Person that is the holder of one of the Claims (collectively "Claimants") and that Buyer shall not be liable in any way (including but not limited to as successor, merger or otherwise) for any Claims that any of the Claimants or any other third party may have against Seller, the business of Seller, and/or the Property and permanently enjoins and restrains the assertion and prosecution of any Claims by Claimants or any other third party against Buyer, Buyer's Affiliates, designees and/or assigns and the ownership, use and operation of the Property; and (C) constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Kansas; (ii) all Persons are enjoined from taking any action against Buyer, Buyer's Affiliates (as they existed immediately prior to the Closing) or Seller to recover any claim which such Person has against Seller or any of Seller' Affiliates (as they existed immediately following the Closing); (iii) the Bankruptcy Court retains exclusive jurisdiction to interpret, construe and enforce the provisions of this Agreement and the Approval Order in all respects, provided that in the event the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction with respect to any matter provided for in this clause (iii) or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court or Governmental Authority having competent jurisdiction with respect to any such matter; (iv) the provisions of the Approval Order are nonseverable and mutually dependent; (v) the transactions contemplated by this Agreement are undertaken by Buyer and Seller at arm's length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code, and such parties are entitled to the protections of Section 363(m) of the Bankruptcy Code; (vi) a determination that not selling the Property free and clear of Liens, Encumbrances and Claims would impact adversely on Seller's bankruptcy estate; (vii) a determination that a sale of the Property other than one free and clear of Liens and Claims would be of substantially less benefit to the bankruptcy estate of Seller; (viii) provides for the retention of jurisdiction by the Bankruptcy Court to resolve any and all disputes that may arise under this Agreement as between Seller and Buyer, and

further to hear and determine any and all disputes between Seller and/or Buyer, as the case may be, and any non-Seller's claims arising under any agreements relating to Excluded Liabilities; and (ix) provides for the waiver of so-called "bulk-sale" laws in all necessary jurisdictions; provided that notwithstanding any of the foregoing, nothing herein is intended to limit or otherwise constrain the jurisdiction of a court of competent jurisdiction to hear and resolve any dispute regarding this Agreement related to the sale of the Property.

(b) If the Approval Order or any other orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person or Governmental Authority (or a petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto), Seller agrees to take all steps as may be necessary to defend against such appeal, petition or motion, and Buyer agrees to cooperate in such efforts. Each Party hereto agrees to use its reasonable best efforts to obtain an expedited resolution of such appeal, provided that nothing herein shall preclude the Parties hereto from consummating the transactions contemplated herein if the Approval Order shall have been entered and has not been stayed and Buyer has waived in writing the requirement that the Approval Order be a Final Order, in which event Buyer shall be able to assert the benefits of Section 363(m) of the Bankruptcy Code.

(c) Seller shall cooperate reasonably with Buyer and its representatives in connection with the Approval Order and the related bankruptcy proceedings. Such cooperation shall include, but not be limited to, consulting with Buyer at Buyer's reasonable request concerning the status of such proceedings and providing Buyer with copies of requested pleadings, notices, proposed orders and other documents relating to such proceedings as soon as reasonably practicable in connection with any submission thereof to the Bankruptcy Court. Seller further covenants and agrees that the terms of any plan submitted by Seller to the Bankruptcy Court for confirmation shall not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement and the rights of Buyer hereunder, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement including, without limitation, any transaction that is contemplated by or approved pursuant to the Approval Order.

ARTICLE 7 Termination

7.1 Termination. This Agreement may be terminated at any time prior to the Closing only (a) by mutual written Consent of Seller and Buyer, (b) by Seller or Buyer upon written notice to the other, if the Closing shall not have occurred on or prior to October 21, 2016; provided, however, that the right to terminate this Agreement under this Section 7.1(b) shall not be available to any Party whose breach under this Agreement has caused or resulted in the failure of the Closing to occur on or before such date, (c) by Buyer, if Buyer is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement which breach continues following ten (10) business days written notice of such breach and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Seller and Seller has not cured such breach within ten (10) Business Days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured), (d) by Buyer for any or no reason, at any time before the end of the Due Diligence Period, (e) by Seller if Seller is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement which breach continues following ten (10) Business Days written notice of such breach and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Buyer and Buyer has not cured such breach within ten (10) Business Days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured), (f) by Seller or Buyer upon written notice to the other, if any court of competent jurisdiction or other competent Governmental Entity shall have issued a statute, rule, regulation, Order, decree or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of this Agreement, and such statute, rule, regulation, Order, decree or injunction or other action shall have become final and non-appealable, (g) by Buyer if any Material Adverse Effect shall have occurred, (h) by Buyer or Seller if the Bankruptcy Court approves an offer

from a Person other than Buyer ("overbid"), or (i) by Buyer if the Bankruptcy Court has not approved the Approval Order (with only such modifications acceptable to the Buyer in its reasonable discretion) within 45 days after the Sale Motion is filed with the Bankruptcy Court. The Sale Motion shall be explicitly conditioned on the approval of the Breakup Fee, and shall propose that any overbid not be approved unless it exceeds the amount of the Purchase Price by not less than the Breakup Fee (as hereinafter defined). An overbid shall not be grounds for Termination until it is approved by the Bankruptcy Court. In the event of any overbid, Buyer shall have the opportunity to increase the Purchase Price in an amount sufficient to better the amount of the overbid.

7.2 Effect of Termination. The right of each Party to terminate this Agreement under Section 7.1 is in addition to any other rights such Party may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 7.1, the Earnest Money shall be promptly refunded to Buyer (except as provided in Section 8.10(a)), all further obligations of the Parties under this Agreement will terminate, except that the obligations set forth in Section 6.1(b) ("Confidentiality"), this Section 7.2 ("Effect of Termination") or Section 8 ("General Provisions") will survive; provided, however, that if this Agreement is terminated by a Party because of the breach of the Agreement by another Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired. In the event that the Property shall be sold to any Person other than Buyer, Seller shall promptly (and in any event within 5 Business Days) following receipt of an invoice therefor, reimburse Buyer for its fees, costs and expenses, including reasonable attorneys' fees, related to this Agreement and the transactions contemplated hereby (including with respect to the letter of intent related hereto). As a presumptively reasonable estimate of such fees and costs, the Parties agree that Buyer shall receive a flat fee of \$50,000.00 in the event of any such approved overbid (in addition to a refund of Buyer's Earnest Money) ("the Breakup Fee").

ARTICLE 8

General Provisions

8.1 Amendment and Modification. No amendment, modification or supplement of any provision of this Agreement will be effective unless the same is in writing and is signed by the Parties.

8.2 Assignments. Seller may not assign or transfer any of its rights or obligations under this Agreement to any other Person without the prior written Consent of Buyer. Buyer may not assign its rights and obligations under this Agreement to any third party, without the prior written Consent of Seller, which Consent shall not be unreasonably withheld, conditioned or delayed but may assign its rights and obligations under this Agreement to any Related Person, Affiliate or successor in interest without the Consent of Seller. Subject to this Section 8.2, all provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the Parties hereto and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

8.3 Captions; Construction. Captions contained in this Agreement and any table of contents preceding this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

8.4 Counterparts; Facsimile. This Agreement may be executed by the Parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties hereto notwithstanding that all the Parties hereto are not signatories to the same counterpart.

For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by e-mail, facsimile machine or telecopier is to be treated as an original document.

8.5 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement among the Parties hereto pertaining to the subject matter hereof and supersede all prior agreements, letters of intent, understandings, negotiations and discussions of the Parties hereto, whether oral or written, executed by the Parties pertaining to the subject matter hereof. All of the Schedules attached to this Agreement are deemed incorporated herein by reference. To the extent any Schedules have not been finalized by the date of this Agreement, they shall be agreed to by the Parties not later than five Business Days prior to the Closing Date.

8.6 Governing Law. This Agreement and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with the Laws of the State of Kansas applicable to Contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules.

8.7 Legal Fees, Costs. Except as provided herein, including the Breakup Fee, all legal, consulting and advisory fees and other costs and expenses incurred in connection with this Agreement are to be paid by the Party incurring such costs and expenses.

8.8 Notices. All notices, Consents, requests, demands and other communications hereunder are to be in writing and are deemed to have been duly given, made or delivered: (i) when delivered in person or by e-mail, (ii) three (3) Business Days after deposited in the United States mail, first class postage prepaid, or (iii) in the case of telegraph or overnight courier services, one (1) Business Day after delivery to the telegraph company or overnight courier service with payment provided, in each case addressed as follows:

(a) if to Seller, (i) to Andrew Lewis, Investment Grade Loans, Inc., 475 South San Antonio Road, Los Altos, CA 94022 and (ii) with a copy to David P. Eron, Eron Law, P.A., 229 E. William, Suite 100, Wichita, KS, 67202, david@eronlaw.net,

(b) if to Buyer, (i) Charles S. Lazar, 2711 Centerville Rd. Suite 400, Wilmington DE 19808, cs Lazar@iq-g.com, (ii) with a copy to Yaron Kornblum, Esq., Rivkin Radler LLP, 926 RXR Plaza, Uniondale, NY 11556-0926, aron.kornblum@rivkin.com,

(c) if to Escrow Agent: Samuel M. Shiel, Director, National Title Services, Madison Title Agency, LLC, 1125 Ocean Avenue, Lakewood, New Jersey 08701, sshiel@madisontitle.com,

or to such other address as any Party hereto may designate by notice to the other Parties in accordance with the terms of this Section.

8.9 Severability. This Agreement shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of this Agreement or of any other term hereof, which shall remain in full force and effect, for so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any Party.

8.10 Remedies.

(a) If Buyer defaults in the performance of any of the terms of this Agreement and such default remains uncured for ten (10) days following Seller's written notice to Buyer of such default, then Seller may terminate this Agreement by giving a written termination notice to Buyer and, in such event, Seller shall be entitled to retain the Earnest Money as liquidated damages and not as a penalty and in lieu of all other claims

and remedies against Buyer. In the event of any such termination by Seller, the Title Company shall promptly deliver the Earnest Money to Seller.

(b) If Seller defaults in the performance of any of the terms of this Agreement and such default remains uncured for ten (10) days following Buyer's written notice to Seller, then (i) Buyer may terminate this Agreement by giving a written termination notice to Seller and the Title Company thereafter shall refund the Earnest Money to Buyer and Seller shall reimbursement Buyer's actual out-of-pocket, reasonably incurred expenses, including but not limited to Buyer's due diligence costs and/or (ii) Buyer may enforce specific performance of the Seller's obligations under this Agreement or seek any other remedies available at law or in equity.

8.11 No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns (and those Persons entitled to recover under the indemnity provisions hereof), and no other Person (other than those Persons entitled to recover under the indemnity provisions hereof) has any right, title, priority or interest under this Agreement or the existence of this Agreement.

8.12 Waiver of Compliance; Consents. Any failure of a Party to comply with any obligation, covenant, agreement or condition herein may be waived by the other Party only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits Consent by or on behalf of any Party hereto, such Consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 8.12.

8.13 Jurisdiction; Venue; Consent to Service of Process. Each of the Parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of (a) the Montgomery County Court in Kansas or, if such court will not accept jurisdiction, the Supreme Court of the State of Kansas or any court of competent civil jurisdiction sitting in Montgomery County, Kansas and (b) the Bankruptcy Court. In any action, suit or other Proceeding, each of the Parties irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claims that it is not subject to the jurisdiction of the above courts, that such action or suit is brought in an inconvenient forum or that the venue of such action, suit or other Proceeding is improper. Each of the Parties also hereby agrees that any final and unappealable judgment against a Party in connection with any action, suit or other Proceeding shall be conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. Each Party irrevocably consents to service of process in the manner provided for the giving of notices pursuant to Section 8.8. Nothing in this Section 8.13 shall affect the right of any Party to serve process in any other manner permitted under applicable Law.

8.14 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS.

8.15 Dissolution And Liquidation of Seller. It is understood by all Parties that Seller intends to dissolve and liquidate at some point following the Closing. It is further understood that Seller is presently insolvent. No representation, express or implied, is made concerning the capacity for Seller to fulfill any of its obligations hereunder following the Closing Date, and the likelihood of Seller's continuing insolvency and/or dissolution and liquidation is a risk expressly acknowledged by Buyer and Seller. This Agreement shall not personally bind any shareholder, director, officer, employee, or agent of Seller and/or Seller to the terms hereof or the representations made hereunder.

8.16 Patriot Act. Seller and Buyer, each as to itself, hereby represents its compliance with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224 ("Executive Order"). Each of Seller and Buyer further represents (i) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (ii) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text for the Executive Order are published at the Internet website address www.ustreas.gov/offices/enforcement/ofac. If Buyer assigns or otherwise transfers its interest under this Agreement (including any transfer of ownership interests in, or control of, Buyer by operation of law or otherwise), and the transferee, assignee or other successor to Buyer's interest (collectively, "Transferee") is not a subsidiary or affiliate of Buyer, then, in connection with such transfer, the Transferee shall warrant and represent to Seller, at the time of such transfer and at Closing (if required by Seller), each of the warranties and representations set forth above. Buyer promptly shall provide to Seller such information regarding Buyer and any Transferee that Seller may request, including, but not limited to, the identity of all members, shareholders or other parties holding ownership interests in Buyer or any Transferee so that Seller can verify the accuracy of Buyer's warranties and representations herein.

ARTICLE 9

Due Diligence; Title and Survey

9.1 Due Diligence Period. Seller shall permit Buyer and Buyer's agents, representatives and consultants (collectively, "Buyer's Consultants") a) for a period of up to forty-five (45) days following entry of the Approval Order by the Bankruptcy Court ("Due Diligence Period") to enter upon the Property to conduct surveys, studies, tests, environmental assessments and inspections of the Property for the purpose of determining the suitability of the Property for Buyer's purposes. Buyer shall advise Seller of the dates and times when Buyer or Buyer's Consultants propose to conduct their surveys, studies, tests and inspections with respect to the Property (collectively, "Inspection Activities"). Buyer shall have the right, for any or no reason, to terminate this Agreement prior to the expiration of the Due Diligence Period. This Agreement shall be deemed automatically terminated by Buyer on the expiration of the Due Diligence Period unless Buyer sends written notice to Seller that Buyer elects to proceed with the purchase of the Property which written notice must be delivered by Buyer to Seller prior to the expiration of the Due Diligence Period. Upon delivery of the written notice of Buyer's election to proceed, the Due Diligence Period shall terminate. Upon termination of this Agreement in accordance with this Section 9.1 and provided Buyer has satisfied its repair obligations with respect to the Property as hereinafter provided, the Escrow Agent shall return the Earnest Money and all interest earned thereon to Buyer and neither party shall have any further liability or obligation to the other, except only for those obligations that expressly survive termination of this Agreement. Notwithstanding Buyer's termination of this Agreement prior to the expiration of the Due Diligence Period, Buyer shall promptly repair, or cause to be repaired, any and all physical damage to the Property caused by the Inspection Activities. Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, losses, costs, and damages for personal injury and property damage caused by, arising out of or relating to the Inspection Activities.

9.2 Title and Survey.

(a) Buyer, at Buyer's sole expense, shall order a title report and title insurance commitment ("Commitment") for the Property from the Title Company. Buyer shall give Seller written notice of any specific title or survey matters that are unacceptable to Buyer ("Title Objections"), on or before the expiration of the Due Diligence Period, subject to any new matters raised in a continuation to title run prior to the Closing. Within ten (10) days after receipt of Buyer's written notice of Title Objections, Seller shall give Buyer written notice of the actions Seller will take to correct said Title Objections. If at any time Seller shall notify Buyer that it cannot or will not correct any such Title Objections, either those which were reported to Seller by the expiration

of the Due Diligence Date or those which came into existence after the effective date of the Commitment, then Buyer shall have ten (10) days following receipt of such notice from Seller within which to either terminate this Agreement or waive any such Title Objections and take title to the Property subject thereto. Nothing herein shall relieve Seller of its obligation to remove any voluntary lien or any lien or encumbrance that can be cured with the payment of money. If this Agreement has not been previously terminated and on the Closing Date Seller shall be unable, despite its commercially reasonable efforts, to convey title to the Property free and clear of Title Objections that have not been waived or deemed acceptable to Buyer as provided above, then Buyer shall have the right to terminate this Agreement by giving Seller written notice thereof on the Closing Date. If Buyer terminates this Agreement pursuant to the provisions of this Section 9.2, Seller's sole obligation shall be to direct the Escrow Agent to refund the Earnest Money to Buyer.

(b) Buyer shall obtain a survey of the Property at its own cost and expense prior to the expiration of the Due Diligence Period. Buyer shall obtain such survey from a surveyor licensed in Kansas. Buyer shall have any such survey certified to Buyer as well as any other parties Buyer may designate, including, but not limited to, Buyer's title insurer and lender and shall deliver a copy of the survey to Seller promptly following completion and, in any event, prior to the Due Diligence Termination Date.

ARTICLE 10

Escrow

Upon execution of this Agreement by Seller and Buyer, and acceptance of this Agreement by the Escrow Agent in writing, this Agreement shall constitute the joint escrow instructions of Seller and Buyer to the Escrow Agent to open an escrow ("Escrow") for the consummation of the sale of the Property to Buyer pursuant to the terms of this Agreement. Upon Escrow Agent's written acceptance of this Agreement, the Escrow Agent is authorized to act in accordance with the terms of this Agreement. Subject to the provisions of this Agreement, the Escrow Agent shall close the transfer of title and other transactions contemplated by this Agreement ("Close of Escrow") on the Closing Date, provided that all conditions to the Close of Escrow set forth in this Agreement have been satisfied or, if not satisfied, have been waived by the party intended to receive the benefit of such condition. Upon the Close of Escrow, the Escrow Agent shall pay any sum owed to Seller by wire transfer of immediately available funds in accordance with Seller's wire instructions. For purposes of this Agreement, the Close of Escrow shall occur on the date that the Purchase Price is disbursed to the Seller. Seller and Buyer shall execute such additional escrow agreement as the Escrow Agent reasonably requires in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above:

Seller:

2654 Highway 169, LLC

By: _____

Andrew Lewis
Its CEO

The Rebecca A. Lewis Minor's Trust,
Dated 12/18/90

By: _____

Andrew Lewis, Trustee

Buyer:

Ariel Capital LLC

By: _____

Charles S. Lazar
Its Managing Partner

of the Due Diligence Date or those which came into existence after the effective date of the Commitment, then Buyer shall have ten (10) days following receipt of such notice from Seller within which to either terminate this Agreement or waive any such Title Objections and take title to the Property subject thereto. Nothing herein shall relieve Seller of its obligation to remove any voluntary lien or any lien or encumbrance that can be cured with the payment of money. If this Agreement has not been previously terminated and on the Closing Date Seller shall be unable, despite its commercially reasonable efforts, to convey title to the Property free and clear of Title Objections that have not been waived or deemed acceptable to Buyer as provided above, then Buyer shall have the right to terminate this Agreement by giving Seller written notice thereof on the Closing Date. If Buyer terminates this Agreement pursuant to the provisions of this Section 9.2, Seller's sole obligation shall be to direct the Escrow Agent to refund the Earnest Money to Buyer.

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2654 Highway 169, LLC

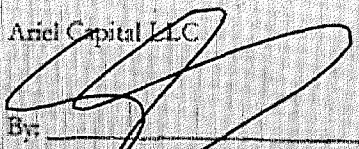
By: _____
Andrew Lewis
Its CEO

The Rebecca A. Lewis Minor's Trust,
Dated 12/18/90

By: _____
Andrew Lewis, Trustee

Buyer:

Ariel Capital LLC

By: _____

Charles S. Lazar
Its Managing Partner

The Emily F. Lewis Minor's Trust,
Dated 12/18/90

By: _____
Andrew Lewis, Trustee

The Margaret C. Lewis Minor's Trust,
Dated 12/18/90

By: _____
Andrew Lewis, Trustee

The Harlow-Fulton Family Trust,
Dated September 4, 1990

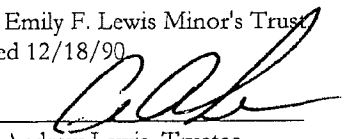
By: _____
Cynthia E. Harlow, Trustee

Agreed with respect to the escrow provisions of
this Agreement:

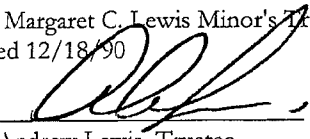
Escrow Agent:

By: _____
Name: Samuel M. Shiel
Title: Director, National Title Services

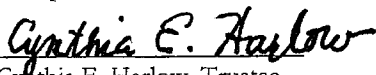
The Emily F. Lewis Minor's Trust
Dated 12/18/90

By: 
Andrew Lewis, Trustee

The Margaret C. Lewis Minor's Trust,
Dated 12/18/90

By: 
Andrew Lewis, Trustee

The Harlow-Fulton Family Trust,
Dated September 4, 1990

By: 
Cynthia E. Harlow, Trustee

Agreed with respect to the escrow provisions of
this Agreement:

Escrow Agent:

By: _____
Name: Samuel M. Shiel
Title: Director, National Title Services

EXHIBIT A

GENERAL ESCROW PROVISIONS

Buyer and Seller have jointly designated Madison Title Agency, LLC ("Escrow Agent") to serve as the Escrow Agent with respect to the Earnest Money to be made by Buyer pursuant to Section 2.2 of that certain Purchase Agreement dated July 18, 2016, between Seller and Buyer (the "Agreement"). *Capitalized terms used but not defined herein shall have the meanings ascribed to the terms in the Agreement.*

1. Upon receipt of the Earnest Money from Buyer, Escrow Agent shall place the Earnest Money into an interest-bearing escrow account acceptable to Seller and Buyer.

2. Escrow Agent shall disburse the Earnest Money in accordance with the terms and conditions of the Agreement. If the Agreement is terminated prior to Closing, Escrow Agent shall disburse the Earnest Money in accordance with the provisions of the Agreement. Otherwise, at Closing, Escrow Agent shall disburse the Earnest Money in accordance with the provisions of the Agreement.

3. In the event of any dispute between Buyer and Seller regarding the disbursement of the Earnest Money, or in the event Escrow Agent shall receive conflicting demands or instructions with respect thereto, Escrow Agent shall withhold such disbursement until such dispute is resolved. Alternatively, Escrow Agent shall be entitled to deposit the Earnest Money and all other funds in its custody or control into a court of general jurisdiction in Kansas, and to interplead Buyer and Seller in connection therewith.

4. Escrow Agent shall not be liable for any damage, liability or loss arising out of or in connection with the services rendered by Escrow Agent pursuant to the Agreement or these General Escrow Provisions, except for any damage, liability or loss resulting from the willful or negligent conduct of Escrow Agent or any of its officers or employees, and Seller and Buyer do hereby covenant and agree that they will jointly and severally indemnify and hold the Escrow Agent harmless for any costs which may be incurred by the Escrow Agent in the administration of the Escrow, including, without limitation, court costs and reasonable attorneys' fees actually incurred by the Escrow Agent in any interpleader action filed pursuant to the provisions of Paragraph 3 above. Buyer and Seller agree between themselves that they will share equally such costs of Escrow Agent.

Schedule 1

Definitions

“Affiliate” means, with respect to any Person, any Person which, is a member of, directly or indirectly controls, is controlled by, or is under common control with, such Person.

“Bankruptcy Code” means title 11 of the United States Code.

“Bankruptcy Court” means the United States Bankruptcy Court, District of Kansas, having jurisdiction over Seller and its assets in the Chapter 11 Case.

“Bill of Sale” means a bill of sale for all of the Property that is Tangible Personal Property, in form acceptable to Buyer and to be prepared by Buyer.

“Business Day(s)” means any day other than (i) Saturday or Sunday, or (ii) any other day on which governmental offices in the State of Kansas are permitted or required to be closed.

“Chapter 11 Case” means the bankruptcy case commenced by Seller on or about April 13, 2016 under Chapter 11 of the Bankruptcy Code, D. Kan. Bankr. Case No. 16-10644.

“Close” and “Closing” mean the closing of the Contemplated Transactions.

“Closing Date” means the date on which the Closing actually occurs.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations and other guidance promulgated thereunder.

“Confidential Information” means (i) information not available to the general public concerning the Property and financial affairs with respect to a Party hereto or its Affiliates, and (ii) analyses, compilations, forecasts, studies and other documents prepared on the basis of such information by the Parties or their agents, representatives, any Related Person, employees or consultants.

“Consent” means any approval, consent, ratification, waiver or other authorization.

“Contemplated Transactions” means the transactions contemplated by this Agreement and the Transaction Documents.

“Contract” means any agreement, contract, obligation, legally binding commitment or undertaking (whether written or oral and whether express or implied).

“Damages” means any and all claims, losses and other liabilities, plus reasonable attorneys’ fees and expenses, including court costs and expert witness fees and costs, incurred in connection with such claims, losses and other liabilities and/or enforcement of this Agreement.

“Effective Time” means 12:01 a.m. on the Closing Date.

“Encumbrance” means any charge, claim, community property interest, condition, easement, equitable interest, encumbrance, lien, violations, mortgage, option, pledge, security interest, right of first refusal, right of way, servitude or restriction of any kind, including any restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, or any repayment obligation under any grant, except for any recorded condition, easement, right of way, servitude, or restriction that exists as of the date of execution of the Agreement, in each case to the extent identified as a “Surviving” Encumbrance on Schedule 3.4(b).

“Environment” means soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins and wetlands), groundwater, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

“Environmental Law” means any Law relating to pollution or protection of human health, safety, the environment, natural resources or Law relating to releases or threatened releases of Hazardous Materials into the indoor or

outdoor environment (including, without limitation, ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, transport or handling of Hazardous Materials.

“Excluded Assets” means, except as otherwise specifically provided in the Agreement or any exhibit or schedule thereto, (a) all cash, cash equivalents and short-term investments of Seller, including all bank accounts, demand accounts, certificates of deposit, time deposits, marketable securities, negotiable instruments and the proceeds of accounts receivable paid prior to the Closing Date, (b) all accounts receivable of any nature whatsoever held by Seller, (c) all equity interests owned or held by Seller and its members, trustee’s, or beneficiaries, (d) all causes of action, judgments, claims, reimbursements and demands of whatever nature (including rights under and pursuant to all warranties, representations and guarantees made by suppliers of products, materials or equipment, or components thereof) in favor of Seller to the extent related to any Excluded Asset, (e) all corporate minute books and organizational Records of Seller, (f) all rights of Seller under this Agreement and the Transaction Documents, and (g) all causes of action arising under Chapter 5 of the Bankruptcy Code.

“Final Order” shall mean an order of the Bankruptcy Court, the operation or effect of which has not been stayed, and which is not subject to any pending appeal, request for leave to appeal or request for reconsideration and as to which the time for any such appeal, request for leave to appeal or request for reconsideration has expired.

“Governmental Authority(ies)” means any (a) nation, state, county, city, village, district or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign or other government, (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal), (d) multi-national organization or body or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature (including without limitation the Bankruptcy Court).

“Hazardous Activity” means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use of Hazardous Materials in, on, under, about or from the Property or any part thereof into the Environment, and any other act, system, operation or thing that increases the danger or risk of danger, or poses an unreasonable risk of harm to persons or property on or off the Property, or that may affect the value of the Property.

“Hazardous Materials” means any waste or other substance that is listed, defined, designated or classified as, or otherwise determined to be, hazardous, radioactive or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials, but expressly excluding chlorine, fluoride, and any other chemicals and/or materials commonly used in the operation of ground water treatment and/or distribution facilities.

“Improvements” means all buildings, structures, fixtures, building systems and equipment, and all components thereof, including the roof, foundation, load-bearing walls, and other structural elements thereof, heating, ventilation, air conditioning, mechanical, electrical, plumbing, and other building systems, environmental control, remediation, and abatement systems, sewer, storm, and waste water systems, irrigation and other water distribution systems, parking facilities, fire protections, security, and surveillance systems, and telecommunications, computer, wiring, and cable installations, included in the Property.

“Intangible Assignments” means the assignments of assets contemplated hereunder which are intangible personal property.

“Knowledge” means (i) the actual knowledge of a particular fact, and (ii) knowledge that would have been acquired by any person acting reasonably and diligently in the performance of such person’s role with and duties to the Parties. The words “know,” “knowing” and “known” shall be construed accordingly.

“Law(s)” means any law, rule, regulation or ordinance of any federal, foreign, state or local Governmental Authority or other provisions having the force or effect of law, including all judicial or administrative Orders and determinations, and all common law.

“Liability” or “Liabilities” means any liability, indebtedness or obligation of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of a Person.

“Material Adverse Effect” means a material adverse effect on (a) the Property, taken as a whole; provided, however, that “Material Adverse Effect” shall not include any changes resulting from general business or economic conditions, including such conditions related to the industry to which the Property is suited, which do not specifically relate to the Property and which are not disproportionately adverse to the Property than to other properties suited to the same purposes, or (b) the ability of Seller to consummate the Agreement.

“Order” means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any court, administrative agency or other Governmental Authority or by any arbitrator.

“Ordinary Course of Business” means, with respect to the Property, only the ordinary course of commercial operations customarily engaged in by the Seller consistent with past practices, and specifically does not include (a) activity (i) involving the purchase or sale of the Property, or (ii) that requires approval by the board of directors or shareholders (or other governing persons or equity holders) of either Seller or any of either of their Affiliates, or (b) the inurrence of any Liability for any tort or any breach or violation of or default under any Contract or Law, except to the extent such Liability is released or otherwise satisfied or dismissed through the Chapter 11 Case and/or the Closing.

“Permit” means any approval, Consent, license, permit, waiver or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

“Person” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, cooperative, estate, trust, association, organization, labor union or other entity or Governmental Authority.

“Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

“Purchase Price” means \$14,000,000.00.

“Related Person” means: (a) with respect to a particular individual, (i) each other member of such individual’s Family, (ii) any Person that is directly or indirectly controlled by such individual or one or more members of such individual’s Family, (iii) any Person in which such individual or members of such individual’s Family hold (individually or in the aggregate) a Material Interest; and (iv) any Person with respect to which such individual or one or more members of such individual’s Family serves as a director, officer, partner, executor or trustee (or in a similar capacity) and (b) with respect to a specified Person other than an individual, (i) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person, (ii) any Person that holds a Material Interest in such specified Person, (iii) each Person that serves as a director, officer, partner, executor or trustee of such specified Person (or in a similar capacity), (iv) any Person in which such specified Person holds a Material Interest, (v) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity) and (vi) any Related Person of any individual described in clause (ii) or (iii). For purposes of this definition, (x) the “Family” of an individual includes (A) the individual, (B) the individual’s spouse, (C) any other natural person who is related to the individual or the individual’s spouse within the second degree, and (D) any other natural person who resides with such individual; and (y) “Material Interest” means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of voting securities or other voting interests representing at least five percent (5%) of the outstanding equity securities or equity interests in a Person.

“Statement” means a statement setting forth Buyer’s determination and calculation, as of the Closing Date, of the Adjustment Amount, setting forth in reasonable detail the respective components and calculations thereof and prepared in good faith and in accordance with GAAP and the Accounting Methodologies.

“Tangible Personal Property” means all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies (including chemicals and spare parts), materials, vehicles and other items of tangible personal property

of every kind owned or leased by Seller (wherever located and whether or not carried on Seller's books), together with any express or implied warranty by the manufacturers or lessors of any item or component part thereof, and all maintenance records and other documents relating thereto.

"Tax" or "Taxes" means all taxes, charges, withholdings, fees, duties, levies, or other like assessments including, without limitation, income, gross receipts, ad valorem, value added, excise, property, sales, employment, withholding, social security, Pension Benefit Guaranty Corporation premium, environmental (under Section 59A of the Code) occupation, use, utilities, service, service use, license, payroll, franchise, transfer and recording taxes, fees and charges, windfall profits, severance, customs, import, export, employment or similar taxes, charges, fees, levies or other assessments, imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or any other basis, and shall include any interest, fines, penalties, assessments, or additions to tax resulting from, attributable to, or incurred in connection with any such Tax or any contest or dispute thereof, and including any Liability for the Taxes of another Person under Treasury Regulation section 1.1502-6 (or any similar provisions of state, local, or foreign Law), as transferee or successor, by Contract or otherwise.

"Tax Return" or "Tax Returns" means any return, declaration, report, claim for refund, or information return or statement relating to, or required to be filed in connection with any Taxes, including any schedule or attachment thereto and including any amendment thereof.

"Third Person" means a claimant other than an indemnified person hereunder.

"Third Person Claim" means a claim alleged by a Third Person.

"Transaction Documents" means this Agreement, the Bill of Sale, the Intangible Assignments and all other documents, certificates, assignments and agreements executed and/or delivered in connection with this Agreement in order to consummate the Agreement, as the same may be amended, restated, modified or otherwise replaced from time to time.

Rules of Construction

For purposes of this Agreement and the other documents executed in connection herewith, the following rules of construction shall apply, unless specifically indicated to the contrary: (i) wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter; (ii) the term "or" is not exclusive; (iii) the term "including" (or any form thereof) shall not be limiting or exclusive; (iv) the terms "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including the Schedules hereto) and not to any particular provision of this Agreement; (v) all references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations as well as all rules and regulations promulgated thereunder, unless the context otherwise requires; (vi) all references in this Agreement or in the Schedules to this Agreement to sections, schedules, exhibits and attachments shall refer to the corresponding sections, schedules, exhibits and attachments of or to this Agreement; and (vii) all references to any instruments or agreements, including references to any of the documents executed in connection herewith, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

Schedule 2.2(b)

Intentionally Omitted

Schedule 2.3(a)
List of Assumed Liabilities, Contracts, and Leases

1. **None**

Schedule 3.2(d)

List of required consents, approvals, filings, and notices.

1. Approval Order from the United States Bankruptcy Court for the District of Kansas in Case No. 16-10644.

Schedule 3.4(a)
The Property

Real property legally described as:

Beginning at a point located 2,645.50 feet North and 75.00 feet East of the Southwest corner of the SE/4 of Section 7, Township 34 South, Range 17 East, Montgomery County, Kansas, thence North along a line parallel to the center line of said Section 7, a distance of 2,621.75 feet, thence East along a line parallel to the north line of the NE/4 of said Section 7 a distance of 1,981.90 feet, thence South a distance of 2,498.50 feet, thence West a distance of 1,998.00 feet to the point of beginning, all located in Section 7, Township 34 South, Range 17 East, Montgomery County, Kansas.

A part of Section 7, Township 34 South, Range 17 East of the 6th P.M., Montgomery County, Kansas, described as follows: Commencing at the SW corner of the SE/4 of said Section, thence on an assumed bearing of N 00°00'00" W along the centerline of said Section 7, a distance of 2,645.50 feet, thence N 90°00'00" E a distance of 75.00 feet to the true point of beginning, thence N 00°00'00" W a distance of 2,621.75 feet, thence S 87°11'57" E parallel with the North line of said Section 7, a distance of 1,981.90 feet, thence S 00°25'11" E a distance of 2,498.50 feet, thence S 89°14'27" W a distance of 1,998.00 feet to the true point of beginning.

A part of Section 7, Township 34 South, Range 17 East of the 6th P.M., Montgomery County, Kansas, described as follows: Commencing at the SW corner of the SE/4 of said Section 7, thence on an assumed bearing of N 00°00'00" W along the center line of said Section 7 a distance of 2,645.50 feet, thence N 90°00'00" E a distance of 66.80 feet to the East right-of-way line of US Highway No. 169 and the true point of beginning, thence continuing N 90°00'00" E a distance of 8.20 feet, thence N 00°00'00" W a distance of 2,621.75 feet, thence S 90°00'00" W a distance of 1.90 feet to said East right-of-way line of US Highway No. 169, thence S 00°08'13" W along said East right-of-way line a distance of 2,621.76 feet to the point of beginning.

Together with all improvements and personal property there located, such real property consisting of 105.01 acres, more or less.

Schedule 3.4(b)

List of recorded covenants, other Encumbrances against the Property

[To be completed within 30 days following execution of the Agreement to which attached.]

Schedule 3.8(a)
List of all Contracts related to the Property

1. **TLC Groundskeeping Inc.:** Lawncare at \$1,570/mo.
2. **Shelton Construction:** Property management and monitoring service at \$500/mo.
3. **Electric, Gas, and Water Utilities:** Water and electric are provided by the City of Coffeyville. The cost is approximately \$5,000/mo. Gas is provided by Atmos Energy at a cost of approximately \$1,100/mo.
4. **Office Phone:** AT&T provides phone service, which is also necessary for maintaining security system. Approximately \$100/mo.

Schedule 3.10
List of all Permits used by Seller

None.

Schedule 3.11
List of all insurance policies

Property insurance is provided by Starr Suplus Lines Insurance Company and CRC Insurance Services, through Leavitt Pacific Insurance Brokers, and is financed by Allegiance Premium Finance Company and Zions Bank. The policy number is SLSTPTY10823616.

Schedule 3.14

List of notices to Seller alleging a default, breach or violation of any Laws, Permits, Orders, ordinances, rules and regulations, whether civil or criminal, of any federal, state, local or foreign governmental authority applicable to the Property

None

Schedule 3.15

List of finders, brokers, agents or other intermediaries

David George of NAI Martens is acting as the Seller's broker, representing the Seller. Seller agrees to pay a 4% commission at closing to NAI Martens, which NAI Martens may split with the Buyer's agent.

AMG Sterling, Inc. is acting as the Buyer's broker, representing the Buyer.

The brokers for Seller and Buyer have agreed to split the sale commission, which will be split 55% to NAI Martens and 45% to AMG Sterling, Inc.

EXHIBIT 2

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

Commitment Number: MTAKS-112870

WHAT DO/DOES THE STEWART TITLE GUARANTY COMPANY & MADISON TITLE AGENCY, LLC DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Stewart Title Guaranty Company & Madison Title Agency, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Stewart Title Guaranty Company & Madison Title Agency, LLC need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often does Stewart Title Guaranty Company & Madison Title Agency, LLC notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Stewart Title Guaranty Company & Madison Title Agency, LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Stewart Title Guaranty Company & Madison Title Agency, LLC collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Boulevard, Suite 710, Kansas City, MO 64105.

Date: _____

2654 Highway 169, LLC

Ariel Capital, LLC

BY: _____

BY: _____

Andrew A. Lewis, as sole trustee of The Rebecca A. Lewis Minor's Trust, dated 12/18/90

BY: _____

Andrew A. Lewis, as sole trustee of The Emily F. Lewis Minor's Trust, dated 12/18/90

BY: _____

Andrew A. Lewis, as sole trustee of The Margaret C. Lewis Minor's Trust, dated 12/18/90

BY: _____

Richard F. Fulton and Cynthia E. Harlow, trustees
of The Harlow-Fulton Family Trust dated
September 4, 1990

BY: _____

Stewart Title Guaranty Company

Commitment Number: MTAKS-112870

IMPORTANT NOTICE AND DISCLOSURE

1. By law Madison Title Agency, LLC is required to advise you that the Title Insurance Commitment issued by us may contain conditions, exceptions, exclusions, limitations and requirements governing our liability and the coverage you may receive. REAL ESTATE TITLE TRANSACTIONS ARE COMPLEX. THE COMPANY DOES NOT REPRESENT YOU AND CANNOT GIVE YOU LEGAL ADVICE. YOU ARE ENTITLED TO REVIEW THE TITLE INSURANCE COMMITMENT WITH ANY ATTORNEY AT LAW OF YOUR OWN CHOOSING, AT YOUR EXPENSE, PRIOR TO THE TRANSFER OF TITLE. WE STRONGLY ADVISE THAT YOU DO SO.
2. THE ATTORNEY RETAINED BY YOU, OR BY YOUR LENDER, CLOSING OR SETTLING THIS TITLE IS NOT AN AGENT FOR AND DOES NOT ACT ON BEHALF OF MADISON TITLE AGENCY, LLC. THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS, COST OR EXPENSE INCURRED BY YOU BECAUSE YOUR ATTORNEY OR YOUR LENDER'S ATTORNEY HAS MADE A MISTAKE OR MISAPPLIED YOUR FUNDS. Because the attorney is not our agent, we assume no responsibility for any information, advice, or title insurance promise the attorney may give or make. Our only liability to you is under the terms of the Commitment, Policy and Closing Service Letter if you choose to obtain one.
3. If you desire to obtain protection from this company regarding the application of your funds or compliance with requirements relating to the issuance of the proposed policy, the company will, on request and the payment of the fees filed with, and approved by, the Department of Insurance, provide for a settlement service.
4. By law we are also required to advise you that we have been asked to issue a mortgagee policy to the lender in the amount shown on Schedule A of the enclosed Title Insurance Commitment. If you have not already requested it, you have the right and opportunity to obtain title insurance in your own favor for an additional premium, which we will quote on request.

**ALTA COMMITMENT FORM
COMMITMENT FOR TITLE INSURANCE
Issued By STEWART TITLE GUARANTY COMPANY**

Commitment Number: MTAKS-112870

SCHEDULE A

1. **Effective Date: July 1, 2016 12:00AM**

2. **Policy or Policies to be issued:**

(a)ALTA Owners Policy (ALTA Owner's Policy (2006))	Policy Amount \$14,000,000.00
--	--

Proposed Insured:

Ariel Capital, LLC

(b)ALTA Loan Policy (ALTA Loan Policy (2006))	TBD
---	------------

Proposed Insured:

TBD

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple and title to the estate or interest in said land is at the effective date vested in:

Andrew A. Lewis, as sole trustee of The Rebecca A. Lewis Minor's Trust, dated 12/18/90, as to an undivided 6% interest, Andrew A. Lewis, as sole trustee of The Emily F. Lewis Minor's Trust, dated 12/18/90, as to an undivided 6% interest, Andrew A. Lewis, as sole trustee of The Margaret C. Lewis Minor's Trust, dated 12/18/90, as to an undivided 6% interest, Richard F. Fulton and Cynthia E. Harlow, trustees of The Harlow-Fulton Family Trust dated September 4, 1990, as to an undivided 5.2058% interest and 2654 Highway 169, LLC, a Kansas limited liability company, as to an undivided 76.7942% interest, as tenants-in-common by Special Warranty Deed from PCRR-TGFW II, LLC dated May 26, 2004 and recorded June 3, 2004 in the Montgomery County Records in Book 540 Page 290.

NOTE: Deed description includes properties not contemplated to be insured herein.

4. The land referred to in the Commitment is described as follows:

SEE SCHEDULE A, LEGAL DESCRIPTION ATTACHED.

NOTE FOR INFORMATION: 2674 Highway 169, Parcel No. 063-203-07-0-00-00-002.00-0, in the City of Coffeyville, County of Montgomery, State of Kansas.

**Madison Title Agency, LLC
1125 Ocean Avenue, Lakewood, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420**

Stewart Title Guaranty Company

Commitment Number: 112870

TITLE INSURANCE COMMITMENT SCHEDULE A LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Coffeyville, County of Montgomery, State of Kansas.

Tract I:

Beginning at a point located 2,645.50 feet North and 75.00 feet East of the Southwest corner of the SE 1/4 of Section 7, Township 34 South, Range 17 East, Montgomery County, Kansas, thence North along a line parallel to the center line of said Section 7, a distance of 2,621.75 feet, thence East along a line parallel to the North line of the NE 1/4 of said Section 7, a distance of 1,981.90 feet, thence South a distance of 2,498.50 feet, thence West a distance of 1,998.00 feet to the point of beginning, all located in Section 7, Township 34 South, Range 17 East, Montgomery County, Kansas.

Also described as:

A part of Section 7, Township 34 South, Range 17 East of the 6th P. M., Montgomery County, Kansas, described as follows: Commencing at the SW corner of the SE 1/4 of said Section 7; thence on an assumed bearing of North 00 degrees 00 minutes 00 seconds West along the centerline of said Section 7 a distance of 2,645.50 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 75.00 feet to the true point of beginning; thence North 00 degrees 00 minutes 00 seconds West a distance of 2,621.75 feet; thence South 87 degrees 11 minutes 57 seconds East, parallel with the North line of said Section 7, a distance of 1,981.90 feet; thence South 00 degrees 25 minutes 11 seconds East a distance of 2,498.50 feet; thence South 89 degrees 14 minutes 27 seconds West, a distance of 1,998.00 feet to the point of beginning.

Tract II:

A part of Section 7, Township 34 South, Range 17 East of the 6th P. M., Montgomery County, Kansas, described as follows: Commencing at the SW corner of the SE 1/4 of said Section 7; thence on an assumed bearing of North 00°00'00" West along the centerline of said Section 7 a distance of 2,645.50 feet; thence North 90°00'00" East a distance of 66.80 feet to the East right-of-way line of U.S. Highway No. 169 and the true point of beginning; thence continuing North 90°00'00" East a distance of 8.20 feet; thence North 00°00'00" West a distance of 2,621.75 feet; thence South 90°00'00" West a distance of 1.90 feet to said East right-of-way line of U.S. Highway No. 169; thence South 00°08'13" West along said East right-of-way line a distance of 2,621.76 feet to the point of beginning.

LESS AND EXCEPT the property conveyed to the Board of County Commissioners of Montgomery County by Quitclaim deed recorded on May 13, 2013 in Book 617 Page 185, more particularly bounded and described as follows:

A tract of land in the Northeast Quarter of Section 7, Township 34 South, Range 17 East of the 6th P.M., described as follows: BEGINNING at the Southwest corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of North 01 degree 27 minutes 51 seconds West, 1618.00 feet along the West line of said Quarter Section; SECOND COURSE, thence North 88 degrees 40 minutes 24 seconds East, 70.66 feet; THIRD

**Madison Title Agency, LLC
1125 Ocean Avenue, Lakewood, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420**

SCHEDULE A
LEGAL DESCRIPTION
(Continued)

COURSE, thence North 25 degrees 54 minutes 14 seconds East, 379.19 feet; FOURTH COURSE, thence North 29 degrees 23 minutes 17 seconds East, 415.99 feet; FIFTH COURSE, thence North 03 degrees 03 minutes 11 seconds East, 184.84 feet; SIXTH COURSE, thence North 00 degrees 48 minutes 58 seconds East, 125.86 feet to the North line of said Quarter Section, said point being 478.44 feet East of the Northwest corner of said Quarter Section; SEVENTH COURSE, thence South 88 degrees 38 minutes 45 seconds East, 858.70 feet along said North line to the Easterly right of way line of the existing highway; EIGHTH COURSE, thence South 01 degree 21 minutes 15 seconds West, 24.75 feet along said right of way line; NINTH COURSE, thence South 66 degrees 24 minutes 04 seconds West, 119.12 feet along said right of way line; TENTH COURSE, thence North 89 degrees 47 minutes 47 seconds West, 249.05 feet along said right of way line; ELEVENTH COURSE, thence South 83 degrees 30 minutes 01 second West, 265.65 feet along said right of way line; TWELFTH COURSE, thence South 14 degrees 45 minutes 17 seconds West, 400.12 feet along said right of way line; THIRTEENTH COURSE, thence South 27 degrees 08 minutes 28 seconds West, 315.75 feet along said right of way line; FOURTEENTH COURSE, thence South 40 degrees 17 minutes 21 seconds West, 208.15 feet along said right of way line; FIFTEENTH COURSE, thence South 29 degrees 59 minutes 11 seconds West, 293.47 feet along said right of way line; SIXTEENTH COURSE, thence South 16 degrees 23 minutes 27 seconds West, 281.07 feet along said right of way line to the Easterly right of way line of the former US-169 Highway; SEVENTEENTH COURSE, thence South 01 degree 19 minutes 36 seconds East, 1162.64 feet along said former right of way line to the South line of said Quarter Section; EIGHTEENTH COURSE, thence North 88 degrees 34 minutes 04 seconds West, 66.85 feet along said South line to the POINT OF BEGINNING.

NOTE: Being Parcel No. 063-203-07-0-00-00-002.00-0, of the City of Coffeyville, County of Montgomery.

NOTE: Parcel No. shown for informational purposes only.

Madison Title Agency, LLC
1125 Ocean Avenue, Lakewood, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420

Stewart Title Guaranty Company

Commitment Number: MTAKS-112870

TITLE INSURANCE COMMITMENT SCHEDULE B SECTION I

REQUIREMENTS

The following requirements must be met:

1. Payment of full consideration to or for the account of the grantor(s) or mortgagor(s).
2. Payment of the premiums, fees and charges for the policy.
3. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record:
 - a. Warranty Deed from Certified Owner to Proposed Purchaser.
 - b. Mortgage from Proposed Purchaser to Proposed Lender.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

NOTE: COMPANY RESERVES THE RIGHT TO RAISE ADDITIONAL REQUIREMENTS OR EXCEPTIONS IF CONSTRUCTION IS ONGOING AT THE PROPERTY BEING CONTEMPLATED TO BE INSURED HEREIN.

UPON RECEIPT OF TITLE COMMITMENT PLEASE ADVISE IF THERE IS CONSTRUCTION CURRENTLY ONGOING AT THE PROPERTY.

5. Owner's Affidavit satisfactory to the Company should be furnished.
6. With respect to Ariel Capital, LLC, the Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of the limited liability company, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.
7. With respect to 2654 Highway 169, LLC, the Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of the limited liability company, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.
8. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of The Rebecca A. Lewis Minor's Trust, dated 12/18/90 together with copies of any amendments, modifications, or revocations. Upon receipt of same, proof is required that the trustee has the authority to convey and/or mortgage the premises in question. Company reserves the right to raise additional requirements and/or exceptions upon review of same.

Madison Title Agency, LLC
1125 Ocean Avenue, Lakewood, NJ 08701
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SCHEDULE B - SECTION I

(Continued)

9. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of The Emily F. Lewis Minor's Trust, dated 12/18/90, together with copies of any amendments, modifications, or revocations. Upon receipt of same, proof is required that the trustee has the authority to convey and/or mortgage the premises in question. Company reserves the right to raise additional requirements and/or exceptions upon review of same.
10. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of The Margaret C. Lewis Minor's Trust, dated 12/18/90, together with copies of any amendments, modifications, or revocations. Upon receipt of same, proof is required that the trustee has the authority to convey and/or mortgage the premises in question. Company reserves the right to raise additional requirements and/or exceptions upon review of same.
11. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of The Harlow-Fulton Family Trust dated September 4, 1990, together with copies of any amendments, modifications, or revocations. Upon receipt of same, proof is required that the trustee has the authority to convey and/or mortgage the premises in question. Company reserves the right to raise additional requirements and/or exceptions upon review of same.
12. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

Tax Information:
Real Estate Taxes for the year 2015 in the amount of \$493,728.10, DELINQUENT, plus interest and penalty.
13. Pay all Water and Sewer bills that are due and payable, also provide company with final reading of Water and Sewer bills. If there is no final Water and Sewer reading, either escrow will be taken at closing or company will take exception to same.
14. Record in the public records a release or satisfaction of the Commercial Mortgage, Security Agreement, and Assignment of Leases and Rents made by Andrew A. Lewis, as the sole trustee of The Rebecca A. Lewis Minor's Trust, dated 12/18/90, Andrew A. Lewis, as sole trustee of The Margaret C. Lewis Minor's Trust, dated 12/18/90, Andrew A. Lewis, as the sole trustee of The Emily F. Lewis Minor's Trust, dated 12/18/90, Richard F. Fulton and Cynthia E. Harlow as the sole trustees of The Harlow-Fulton Family Trust dated September 4, 1990, and 2654 Highway 169, LLC, a Kansas limited liability company in favor of General Electric Capital Business Asset Funding Corporation in the original principal amount of \$16,450,000.00 dated June 3, 2004 and recorded on June 3, 2004 in the Montgomery County Records in Book 540 Page 291.

Record in the public records a release or satisfaction of the Assignment of Rents and Leases made by Andrew A. Lewis, as the sole trustee of The Rebecca A. Lewis Minor's Trust, dated 12/18/90, Andrew A. Lewis, as sole trustee of The Margaret C. Lewis Minor's Trust, dated 12/18/90, Andrew A. Lewis, as the sole trustee of The Emily F. Lewis Minor's Trust, dated 12/18/90, Richard F. Fulton and Cynthia E. Harlow as the sole trustees of The Harlow-Fulton Family Trust dated September 4, 1990, and 2654 Highway 169, LLC, a Kansas limited liability company to General Electric Capital Business Asset Funding Corporation dated June 3, 2004 and recorded on June 3, 2004 in Book 540 Page 292.

Nondisturbance and Attornment Agreement made between Andrew A. Lewis, as the sole trustee of The Rebecca A. Lewis Minor's Trust, dated 12/18/90, Andrew A. Lewis, as sole trustee of The Margaret C.

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SCHEDULE B - SECTION I
(Continued)

Lewis Minor's Trust, dated 12/18/90, Andrew A. Lewis, as the sole trustee of The Emily F. Lewis Minor's Trust, dated 12/18/90, Richard F. Fulton and Cynthia E. Harlow as the sole trustees of The Harlow-Fulton Family Trust dated September 4, 1990, and 2654 Highway 169, LLC, a Kansas limited liability company (Landlord), Amazon.Com.KSDC, Inc. (Tenant) and General Electric Capital Business Asset Funding Corporation (Lender), dated June 1, 2004 and recorded on June 3, 2004 in Book 540 Page 293.

Corporate Assignment of Mortgage to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, dated November 8, 2012 and recorded on January 25, 2013 in Book 613 Page 56.

Corporate Assignment of Leases to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, dated November 8, 2012 and recorded on January 25, 2013 in Book 613 Page 59.

Modification and Extension of Commercial Mortgage, Security Agreement, and Assignment of Leases and Rents dated July 1, 2014 and recorded on August 13, 2014 in Book 631 Page 1169.

15. Record release and termination of Financing Statement between Richard F. Fulton, as the Sole Trustee of the Harlow-Fulton Family Trust UTA DTD. September 4, 1990; (debtor), and General Electric Capital Business Asset Funding Corporation; (secured party) filed on June 26, 2009 in the Montgomery County Records as File No. 2561.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on December 11, 2012 as File No. 3092.

16. Record release and termination of Financing Statement between Cynthia E. Harlow, as the Sole Trustee of the Harlow-Fulton Family Trust UTA DTD. September 4, 1990; (debtor), and General Electric Capital Business Asset Funding Corporation; (secured party) filed on June 26, 2009 in the Montgomery County Records as File No. 2562.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on December 11, 2012 as File No. 3093.

Continuation of Financing Statement filed on June 6, 2014 as File No. 3407.

Amendment of Financing Statement filed on November 19, 2015 as File No. 3734.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on December 3, 2015 as File No. 3744.

Amendment of Financing Statement filed on December 14, 2015 as File No. 3760.

17. Record release and termination of Financing Statement between Andrew A. Lewis, Trustee; (debtor), and General Electric Capital Business Asset Funding Corporation; (secured party) filed on June 26, 2009 in the Montgomery County Records as File No. 2563.

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SCHEDULE B - SECTION I
(Continued)

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on December 11, 2012 as File No. 3094.

Continuation of Financing Statement filed on June 4, 2014 as File No. 3404.

Amendment of Financing Statement filed on June 9, 2014 as File No. 3411.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on November 19, 2015 as File No. 3735.

Amendment of Financing Statement filed on December 9, 2015 as File No. 3752.

18. Record release and termination of Financing Statement between Andrew A. Lewis, as the Sole Trustee of the Margaret C. Lewis Minor's Trust UTA DTD. December 18, 1990; (debtor), and General Electric Capital Business Asset Funding Corporation; (secured party) filed on June 26, 2009 in the Montgomery County Records as File No. 2564.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on December 11, 2012 as File No. 3095.

Continuation of Financing Statement filed on June 4, 2014 as File No. 3406.

Amendment of Financing Statement filed on June 9, 2014 as File No. 3412.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on November 19, 2015 as File No. 3736.

Amendment of Financing Statement filed on December 9, 2015 as File No. 3758.

19. Record release and termination of Financing Statement between Andrew A. Lewis, as the Sole Trustee of the Emily F. Lewis Minor's Trust UTA DTD. December 18, 1990; (debtor), and General Electric Capital Business Asset Funding Corporation; (secured party) filed on June 26, 2009 in the Montgomery County Records as File No. 2565.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on December 11, 2012 as File No. 3096.

Continuation of Financing Statement filed on June 4, 2014 as File No. 3405.

Amendment of Financing Statement filed on June 9, 2014 as File No. 3413.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on November 19, 2015 as File No. 3737.

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SCHEDULE B - SECTION I
(Continued)

Amendment of Financing Statement filed on December 9, 2015 as File No. 3751.

20. Record release and termination of Financing Statement between The Harlow-Fulton Family Trust UTA DTD. September 4, 1990; (debtor), and General Electric Capital Business Asset Funding Corporation; (secured party) filed on June 26, 2009 in the Montgomery County Records as File No. 2566.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on December 11, 2012 as File No. 3097.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on November 19, 2015 as File No. 3728.

Amendment of Financing Statement filed on December 9, 2015 as File No. 3755.

21. Record release and termination of Financing Statement between The Harlow-Fulton Family Trust UTA DTD. September 4, 1990; (debtor), and General Electric Capital Business Asset Funding Corporation; (secured party) filed on June 26, 2009 in the Montgomery County Records as File No. 2567.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on December 11, 2012 as File No. 3098.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on November 19, 2015 as File No. 3729.

Amendment of Financing Statement filed on December 9, 2015 as File No. 3757.

22. Record release and termination of Financing Statement between 2654 Highway 169, LLC; (debtor), and General Electric Capital Business Asset Funding Corporation; (secured party) filed on June 26, 2009 in the Montgomery County Records as File No. 2568.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on December 11, 2012 as File No. 3099.

Assignment of Financing statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on November 19, 2015 as File No. 3738.

Amendment of Financing Statement filed on December 9, 2015 as File No. 3754.

23. Record release and termination of Financing Statement between The Rebecca A. Lewis Minor's Trust UTA DTD. December 18, 1990; (debtor), and General Electric Capital Business Asset Funding Corporation; (secured party) filed on June 26, 2009 in the Montgomery County Records as File No. 2569.

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SCHEDULE B - SECTION I
(Continued)

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on December 11, 2012 as File No. 3100.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on November 19, 2015 as File No. 3739.

Amendment of Financing Statement filed on December 9, 2015 as File No. 3750.

24. Record release and termination of Financing Statement between The Margaret C. Lewis Minor's Trust UTA DTD. December 18, 1990; (debtor), and General Electric Capital Business Asset Funding Corporation; (secured party) filed on June 26, 2009 in the Montgomery County Records as File No. 2570.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on December 11, 2012 as File No. 3101.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on November 19, 2015 as File No. 3731.

Amendment of Financing Statement filed on December 9, 2015 as File No. 3753.

25. Record release and termination of Financing Statement between The Emily F. Lewis Minor's Trust UTA DTD. December 18, 1990; (debtor), and General Electric Capital Business Asset Funding Corporation; (secured party) filed on June 26, 2009 in the Montgomery County Records as File No. 2571.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on December 11, 2012 as File No. 3102.

Assignment of Financing Statement to Wells Fargo Bank, N.A., as Trustee for the registered holders of GE Business Loan Pass-Through Certificates, Series 2004-2, filed on November 19, 2015 as File No. 3730.

Amendment of Financing Statement filed on December 9, 2015 as File No. 3756.

26. State UCC search ordered; not yet received.

27. Bankruptcy search reveals the following:

- a. Case No. 15 CV-93 I; Wells Fargo Bank vs. Andrew A. Lewis, Richard F. Fulton, 2654 Highway 169, LLC, Cynthia E. Harlow, et al; Petition for Mortgage Foreclosure filed May 18, 2015; Petition filed May 18, 2015. Memorandum Opinion on Plaintiff's Motion for Summary Judgment filed January 29, 2016. Decree of Foreclosure and Order Granting Judgment filed February 29, 2016. Notice of Sale filed March 11, 2016. Notice of Cancellation of Sale filed April 14, 2016. (Note: Chapter 11 Bankruptcy filed in case)

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SCHEDULE B - SECTION I

(Continued)

Company requires proof of court order allowing the property to be conveyed.

- b. Case No. 16-10644; Wells Fargo Bank, et al vs. 2654 Highway 169, LLC, et al; Notice of Bankruptcy Case entered April 13, 2016, last updated July 11, 2016.

Company requires proof of court order allowing the property to be conveyed.

28. There are discrepancies between the dimensions of the Land contained in the deed of record and the dimensions of the Land shown on the tax map. Legal description will be amended upon receipt of a current and accurate survey.
29. The transaction contemplated by this Commitment for Title Insurance is subject to high liability approval by Stewart Title Guaranty Company. Delivery of this Commitment for Title Insurance is not an obligation to issue the title policy(ies) contemplated hereby, if said high liability approval is not obtained.
30. Subject to receipt of a survey acceptable to this company.
31. Subject to further search of chain of title. Company reserves the right to raise further requirements / exceptions after review of said search.

NOTE: IN ORDER TO INSURE ADDITIONAL EASEMENTS AS APPURTENANT TITLE COMPANY MUST CONDUCT ADDITIONAL SEARCH WORK AND SURVEYOR MAY HAVE TO PLOT THE APPURTENANT PARCEL. THIS TAKES TIME AND INCURS ADDITIONAL COST. TITLE COMPANY SHOULD BE ADVISED EARLY ON TO AVOID DELAYS IN CLOSING.

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Stewart Title Guaranty Company

Commitment Number: MTAKS-112870

TITLE INSURANCE COMMITMENT SCHEDULE B SECTION II

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. (Will not appear in final title insurance policy to be issued hereunder.)
2. Rights or claims of parties other than Insured in actual possession of any or all of the property.
3. Any lien, mechanic's lien or materialman's 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.

NOTE: In order for this exception to be intentionally deleted from the final policy company must be in receipt of either a satisfactory title affidavit certifying that no labor, material or services have been provided within 180 days prior to closing or receipt of satisfactory escrow/indemnification agreement to be held by the title company pending completion of the improvements disclosed in the title affidavit.

4. Public or private easements, or claims of easements, not shown by the public record.
5. Rights of tenants as tenants only under unrecorded leases.
6. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
7. No insurance is afforded as to the exact amount of acreage contained in the property described herein.
8. Taxes which are due and payable subsequent to the date of policy.
9. Any trust, right, interest or claim that may exist, arise, or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §499a, et seq., or any similar state or federal law.
10. Any trust, right, interest or claim that may exist, arise, or be asserted against the Title under or pursuant to the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. §181, et seq., or any similar state or federal law.

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SCHEDULE B - SECTION II

(Continued)

11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Right of Way granted to Sinclair Pipeline, recorded in Book 50 Page 60 and 66.
13. Right of Way granted to Union Gas System, Inc. dated May 13, 1985 and recorded on June 3, 1985 in Book 65 Page 231.
14. Terms, Conditions, Restrictions and Provisions contained in Warranty Deed between the City of Coffeyville and Western Publishing Company, Inc. recorded on November 19, 1976 in Book 336 Page 466, as affected by Quit Claim Deed, Assignment of Interest, and Termination of Reverter recorded on January 27, 1999 in Book 479 Page 220.

The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.

15. Display Easement granted to the City of Coffeyville recorded on May 5, 1999 in Book 482 Page 517.
16. Deed of Easement granted to Montgomery County, Kansas recorded on April 16, 2000 in Book 494 Page 489.
17. Terms and provisions of the following:

Site Lease by and between PCRR-TGFW II, LLC and the City of Coffeyville, Kansas, dated June 1, 2002 recorded on June 19, 2002 in Book 519 Page 593.

Notice of Lease and Sublease by and between the City of Coffeyville, Kansas and PCRR-TGFW II, LLC, dated June 13, 2002 and recorded on June 19, 2002 in Book 519 Page 594.

Assignment of Lease and Security Agreement to U.S. Bank National Association, dated June 13, 2002 and recorded on June 19, 2002 in Book 519 Page 595.

Assignment of Bond Documents, Agreement and Consent made between PCRR-TGFW II, LLC, et al, dated June 12, 2002 and recorded on June 19, 2002 in Book 519 Page 598.

IRB Lease Estoppel, Consent and Agreement by and between the City of Coffeyville, Kansas, et al, dated June 12, 2002 and recorded on June 19, 2002 in Book 519 Page 600.

IRB Lease Estoppel, Consent and Agreement by and between the City of Coffeyville, Kansas, et al, dated June 3, 2004 and recorded on June 3, 2004 in Book 540 Page 294.

Assignment of Lease to Rebecca A. Lewis Minor's Trust, dated 12/18/90, Emily F. Lewis Minor's Trust, dated 12/18/90, Margaret C. Lewis Minor's Trust, dated 12/18/90, Richard F. Fulton and Cynthia E. Harlow, Trustees of the Harlow-Fulton Family Trust dated September 4, 1990, and

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SCHEDULE B - SECTION II

(Continued)

2654 Highway 169, LLC, dated May 27, 2004 and recorded on June 3, 2004 in Book 540 Page 296.

18. Terms and provisions of the Lease by and between 2654 Highway 169, LLC, et al and Amazon.Com.KSDC, Inc. as evidenced by a Nondisturbance and Attornment Agreement dated June 1, 2004 and recorded on June 3, 2004 in Book 540 Page 293.
19. Grant of Right of Way to Kansas Gas and Electric Company recorded on October 19, 2009 in Book 586 Page 765.
20. Resolution No. 12-42 recorded on February 16, 2012 in Book 601 Page 903.
21. Quitclaim Deed from The State of Kansas, acting by and through Michael S. King, as Secretary of Transportation of the State of Kansas to The Board of County Commissioners of Montgomery County, dated April 15, 2013 and Recorded on May 13, 2013 in Book 617 Page 185.

NOTE: In the event that the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

Madison Title Agency, LLC
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2654 Highway 169, LLC
475 S San Antonio Road
Los Altos, CA 94022-3618

Wichita Headquarter Office
167 US Courthouse
401 North Market
Wichita, KS 67202-2089

AT&T - ATTN: OFFICER
PO Box 10330
Fort Wayne, IN 46851-0330

ATMOS ENERGY CORPORATION
ATTN: BANKRUPTCY OFFICER
PO BOX 650205
DALLAS, TX 75265-0205

Allegiance Premium Finance Company
ATTN: OFFICER
PO Box 1750
Cedar City UT 84721-1750

Atmos Energy - ATTN: BTCY OFFICER
PO Box 790311
St Louis MO 63179-0311

CT Service Team 5 - ATTN: OFFICER
1021 Main Street
Suite 1150
Houston TX 77002-6502

IRS
PO Box 7346
Philadelphia PA 19101-7346

City of Coffeyville
ATTN: CITY CLERK
PO Box 1629
Coffeyville KS 67337-8029

Cynthia Harlow, Trustee
Harlow-Fulton Family Trust
2771 Cowper Street
Palo Alto CA 94306

General Electric Capital
Business Asset Funding Corp
PO Box C 97550
Bellevue WA 98009

IRS
Attn Mail Stop 5333 WIC/Valerie Riley
555 N Woodlawn Bldg 4
Wichita KS 67208-3646

Nancy Clubine
Montgomery County Treasurer
PO Box 767
Independence KS 67301-0767

Shelton Construction - ATTN: OFFICER
2101 Jackson Road
Edna KS 67342-9328

U.S. Trustee
Office of the United States Trustee
301 North Main Suite 1150
Wichita, KS 67202-4811

US Attorney
301 N Main 1200 Epic Center
Wichita KS 67202

Wells Fargo Bank NA
Trustee of GE Loan Pass Through
101 North Phillips Avenue
Sioux Falls SD 57104-6714

Wells Fargo Bank NA as Trustee
Registered Holders of GE Business
CO GE Commercial Finance Business
6464 185th Avenue NE
Redmond WA 98052-5048

William H Henderson
Kutak Rock
Two Pershing Square
2300 Main Street Suite 800
Kansas City MO 64108-2432

Kurt A Harper
Sherwood, Harper, Dakan, Unruh & Pratt, LC
833 N. Waco
P O Box 830
Wichita, KS 67201-0830 usa

Andrew A Lewis as Trustee
Rebecca A Lewis Minors Trust
475 S San Antonio Road
Los Altos CA 94022-3618

Andrew A Lewis as Trustee
Emily F Lewis Minors Trust
475 S San Antonio Road
Los Altos CA 94022-3618

Andrew A Lewis as Trustee
Margaret C Lewis Minors Trust
475 S San Antonio Road
Los Altos CA 94022-3618

Andrew A Lewis as Trustee
Andrew A. Lewis Revocable Trust
13901 Camp Vista Lane
Los Altos Hills CA 94022

Jacob Tanz & Wendy L. Tanz, Trustees
Tanz Family 1996 Trust
162 Osage Avenue
Los Altos CA 94022

David P. Burow & Suzanne G. Sweeney, Trustees
Burow-Sweeney Family Trust
135 Sheridan Way
Woodside CA 94062

Charles E. Simmons & Julia W. Simmons, Trustees
Simmons Living Trust
26350 Esperanza Drive
Los Altos Hills CA 94022

Sanford Johnson & Victoria Hinder, Trustees
2000 Johnson Family Trust
5429 Conte Drive
Carson City NV 89701

Robert Peter Fruehsamer, Trustee
1996 Primary Trust U/D/T
708 Henrietta Avenue
Sunnyvale CA 94086

Amos Barzilay
1554 Arbor Ave
Los Altos CA 94024

Alan Arndt & Claudia L. Arndt, Trustees
Alan & Claudia Arndt Inter Vivos
6279 Dial Way
San Jose CA 95129

Roy Kumar, Trustee
1998 Roy Kumar Trust UDT
60 Stonecastle Ct
Alamo, CA 94507

Joel Nelson, Trustee
Joel Nelson 2003 Revocable Trust
1157 Saratoga Avenue
San Jose CA 95129

Carl Quinn & Tracy Quinn
7171 Falcon Knoll Drive
San Jose CA 95120

Ralph Hill & Winnie Chu, Trustees
Ralph Hill & Winnie Chu 2014 Rvcble Trst
224 Dover Street
Los Gatos CA 95032

Ogen Perry & Dorit G. Perry, Trustees
Perry Family Revocable Trust
10801 Magdalena Drive
Los Altos Hills CA 94024

Shoshana Wolf Trustee
Wolf Family 1998 Recovable Trust
2000 Grove Street #1
San Francisco CA 94117

Jacob Dayan, Managing Member
DJR Ventures, LLC
12606 Via Ventana Way
Los Altos Hills CA 94022

Attn: Carl D. Panattoni
Pannatoni Investments, LLC
8401 Jackson Road
Sacramento CA 95826

Attn: Carl D. Panattoni
PCRR-TGFW II, LLC
8401 Jackson Road
Sacramento CA 95826

Attn: Commercial Real Estate Dept Ofcr
Fremont Investment & Loan
175 North Riverview Drive
Anaheim CA 92808

Attn: Alec G. Nedelman, Esq.
Mayer, Brown, Rowe & Maw
350 South Grand Avenue, 25th Floor
Los Angeles CA 90071-1503

Attn: Carl D. Panattoni
PCRR-TGFW II, LLC
8401 Jackson Road
Sacramento CA 95826

Attn: George C. Dunlap, Jr., Esq.
Jenkins & Gilchrist
1445 Ross Avenue, Suite 3200
Dallas TX 75202-2799

Attn: David George
NAI Martens
435 S. Broadway
Wichita KS 67202

Attn: David J. Zimmer
Zimmer Real Estate Services, L.C.
dba Newmark Grubb Zimmer
P.O. Box 411299
Kansas City MO 64141-1299

Attn: Officer, Corporation Service Company
2711 Centerville Rd, Suite 400
Wilmington DE 19808