

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI

In Re:)
)
MILLENNIUM SUPER STOP II, LLC.,) Case No. 16-41972-drd11
EIN: 13-4294415) Chapter 11
Debtor.)

MOTION TO APPROVE CONTRACT FOR SALE

Millennium Super Stop II, LLC, (“Debtor”) by and through its undersigned counsel, hereby moves the Court for an Order authorizing the Debtor to sell all of its assets in accordance with the Contract for Sale attached hereto as Exhibit A. In support of the requested relief, Debtor states as follows:

1. This case was commenced by the filing of a voluntary petition for relief pursuant to Chapter 11, Title 11 of the United States Code on July 26, 2016.
2. Debtor is a debtor-in-possession and enjoys the rights and powers vested in a debtor-in- possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee has been appointed or sought in this case.
3. No committee of creditors or equity security holders has been appointed in this case.
4. Debtor owns the convenience store, Millennium Super Stop II, located at 1601-02 W. 12th Street, Kansas City, MO 64101. (Hereinafter the “C-store”). In addition to the C-store, Debtor’s assets include a ground lease to Wendy’s restaurant and an outdoor sign leased to Lamar.
5. Debtor believes the attached offer to purchase all of Debtor’s assets for \$2,500,000 is in the best interest of creditors in that it would pay all creditors 100% of their claims, and provide a return to the equity holders.
6. Debtor has served this Motion upon the (a) United States Trustee, (b) all of the secured creditors listed by the Debtor; (c) all priority creditors listed by the Debtor; and (d) all unsecured creditors and parties in interest listed by the Debtor. No committee has been appointed as of the filing of this Motion.

WHEREFORE, Debtor moves the Court to approve the Contract for Sale, and for such other relief as the Court may find proper in the premises.

Dated this 19th day of August, 2016.

Respectfully submitted,

/s/ Nancy S. Jochens

Nancy S. Jochens MO# 49022

Jochens Law Office

1001 East 101st Terrace, Suite 120

Kansas City, Missouri 64131

Phone: (816) 994-6959

Facsimile: (816) 994-6951

nancy@jochenslaw.com

Proposed Attorney for Debtor in Possession

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of August, 2016, a copy of this Motion was served via electronic service or via U.S. Mail upon:

Douglas J. Patterson
PROPERTY LAW FIRM, LLC
4630 West 137th Street, Suite 100
Leawood, KS 66224

Lawrence Greenbaum
Joseph W. Hemberger
McAnany Van Cleave & Phillips, PA
10 E. Cambridge Circle Drive
Kansas City, KS 66103

Mark W. Untersee
Untersee & Associates, PC
3100 Broadway, Suite 1209
Kansas City, MO 64111

786 Enterprises, Inc.
1509 W 12th Street
Kansas City, MO 64101

/s/ Nancy S. Jochens

Attorney

CONTRACT OF SALE
(Convenience Store Real Estate as well as
Related Inventory, Furniture, Fixtures, Equipment, and Machinery)

THIS CONTRACT is made and entered into effective the ____ day of August, 2016, by and between Millennium Super Stop II, LLC (herein "Seller") and Alliance Petroleum, LLC or their assigns (herein "Buyer").

RECITALS

Seller is the owner of certain Real Estate (hereinafter described) together with certain inventory, furniture, fixtures, equipment, machinery and equipment located on said Real Estate (the "Personal Property") used in conjunction with one convenience store and Seller desires to sell to Buyer said Real Estate, and all the Personal Property located on said Real Estate or otherwise appertaining to the operation of Seller's real estate. The real estate and the Personal Property are hereinafter collectively referred to as the "Assets". The recitals hereinabove are contractual in nature and binding on the parties hereto.

1. Sale and Purchase. Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions and for the consideration set forth below, the Assets now located at; 1603 W.12th Street, Kansas City, Missouri, the location described in Exhibit A attached hereto and incorporated herein by reference. The Personal Property includes, but is not limited to, all motor fuel dispensing equipment, lines, underground storage tanks, shelving, cash registers, security cameras and monitors, cooking equipment, and air machines. The Assets shall be sold free and clear of all liens and encumbrances.

2. Street Address. The street address and legal description of the Real Estate is described in Exhibit A and incorporated herein by this reference (the "Real Estate").

3. Fixtures. The aforesaid sale of the Real Estate shall include all "fixtures" as defined by the common law of the State of Missouri.

4. Excluded Assets. none

5. Purchase Price and Payment. The total purchase price (herein "Purchase Price") which Buyer shall pay to Seller for the Assets shall be Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) which would include inventory cost as hereinafter determined, payable in the following manner:

- Twenty Five Thousand and No/100 Dollars (\$25,000) earnest money, the receipt of which will be hereby acknowledged (which Earnest Money will be deposited with First American Title Company, 1201 Wanut, Suite 700, Kansas City, Missouri 64106, Robert L. Patterson as escrowee).

- The balance of the Purchase Price will be paid at Closing.

6. Inventory. At Closing, Seller will not purchase inventory

7. Review Period. For a period beginning on the date hereof and ending on August 30, 2015 (the "Review Period"), Buyer may:

Cause to be made by agents or contractors of Buyer's choosing, any and all physical inspections, review of title information and documents, review of surveys and survey information, and review of feasibility and cost of making improvements to the Assets based upon requirements of governmental authorities; and

Seller agrees that Buyer, Buyer's employees, agents, and contractors will have access to the Assets at reasonable times for purposes of conducting such physical inspections (the "Inspections"), and will have the right to conduct such testing, including core drillings and soil sampling, surveying, and flood plan analysis as Buyer's consultants deem necessary for purposes of the Inspections. This site will also pass the final new build inspection from the city.

Buyer shall indemnify and save harmless Seller from any claims or demands that may be made by Buyer or any third party against the Seller by virtue of the privilege of access extended hereunder such as, but not limited to, liability or damage to any persons or property suffered as a result of Buyer's Inspections, including, without limitation, attorneys' fees and court costs.

If, in Buyer's sole discretion, based upon inquiries as are hereinabove permitted, Buyer determines that the Assets are unsatisfactory to Buyer, Buyer may, by written notice to Seller not later than the close of the Review Period, terminate this Contract and receive a refund of any Earnest Money theretofore paid to or for the account of Seller. If Buyer does not terminate this Contract as provided herein, this Contract shall remain in full force and effect in accordance with its terms and all insufficiencies or defects in the Assets shall be deemed waived by Buyer.

Buyer shall notify and get approval from Seller of dates and times of any and all Inspections to be performed.

Buyer shall not talk to nor notify any of Seller's employees or vendors as to the

purchase of the Assets without the prior written consent of Seller.

8. Conveyances.

(a) Warranty Deed. At Closing, Seller shall convey the Real Estate to Buyer, in accordance with this Contract, by Special Warranty Deed in the form of Exhibit B attached hereto and incorporated by reference herein. The title to be so conveyed shall be marketable in fact, free and clear of all interests, liens, and encumbrances except for such interests, liens, and encumbrances as are stated herein.

(b) Bill of Sale. At Closing, Seller shall convey the Personal Property to Buyer in accordance with this Contract, by Bill of Sale in the form of Exhibit C attached hereto and incorporated by reference herein. The title to be so conveyed shall be marketable in fact, free and clear of all interests, liens, and encumbrances except for such interest, liens, and encumbrances as are stated herein.

(c) Title Exceptions. The Real Estate shall be conveyed subject to the exceptions Buyer agrees to accept upon review of the title insurance commitment.

(d) Title Insurance. Seller shall, within fourteen (14) days after the date hereof, deliver to Buyer a preliminary commitment to issue an owner's policy of title insurance in the amount of Purchase Price for the Real Estate (being Two Million Five Hundred Thousand and No/100 Dollars, (\$2,500,000.00)), naming Buyer as the insured, which policy shall insure Buyer's title to the Real Estate to be in the condition called for by this Contract; be written by a title company for whom and through whom First American Title Company ("Title Company") writes title policies, and be issued immediately upon recordation of Seller's Deed to Buyer.

After delivery of such commitment, Buyer shall have five (5) days to examine same and to give Seller written notice of any reasonable objection or objections thereto. Seller shall, within five (5) days after receipt of any such timely objection, use its best efforts and due diligence to remove any title exceptions objected to by Buyer from the title insurance commitment (Seller shall not, however, be required to institute any court actions so as to attempt to remove such objection or objections, nor shall Seller be required to expend any monies so as to attempt to remove such objection or objections) so as to secure an amended title commitment which removes such objection or objections.

If Seller cannot or will not, within the time provided, secure an amended title commitment which removes such objection or objections, Buyer may nullify this Contract by written notice given to Seller at any time prior to the review period and obtain the immediate return of its Earnest Money, but if not so nullified by Buyer, such objection or objections shall be deemed to have been waived and shall be considered a permitted exception ("Permitted Exception") within the meaning of this Contract.

So long as Seller's failure to so provide a satisfactory preliminary commitment is

not occasioned by Seller's bad faith, Seller shall not be liable to Buyer for damages of any kind or description arising from Seller's inability to secure such satisfactory preliminary commitment.

9. Assignment of Contracts. Seller will not accept any current contracts associated with the store.

10. Assignment of Leases. Seller will not execute any current leases associated with the store.

11. Survey. If the boundaries to the Real Estate are not established to Buyer's satisfaction, Buyer may, at Buyer's option, survey same at Buyer's sole cost and expense prior to expiration of the Review Period identified above. If such survey secured to Buyer shall reveal any material and adverse encroachment, visible/apparent easement, survey defect, overlap, boundary line dispute, or other servitude which, in Buyer's sole discretion, would impair or could impair Buyer's present to future use of the Real Estate, Buyer may nullify this Contract by written notice given to Seller at any time prior to expiration of said Review Period, but if not so nullified by Buyer (or if Buyer shall elect to not cause such survey to be so made of the Real Estate), Buyer shall be deemed to have waived, as against Seller, any action or right of action which Buyer (or any successor to Buyer) has or may have had against Seller arising out of such material and adverse encroachment, overlap, or boundary dispute.

12. Taxes and Assessments. General real estate taxes (including State, County, and City) with respect to the Assets shall be prorated as of the Closing Date (Seller shall also, at the Closing Date, pay all said real estate taxes and assessments for all fiscal tax years prior to the fiscal tax year in which the closing Date occurs).

If the actual amount of current general real estate taxes is not known, the amount to be prorated shall be the amount of general real estate taxes for the next preceding fiscal tax year regardless of the actual amount of said taxes for the year of Closing.

Buyer shall pay all (if any) special assessments arising from improvements made or to be made after the date of Closing, as well as all installment payments on previously assessed special assessments which are payable after the date of Closing.

Any other impositions with respect to the Real Estate (such as but not limited to impositions arising from restrictions, covenants, or community contracts applicable to the Real Estate) shall likewise be prorated at the Closing Date. Seller warrants to Buyer that the Real Estate is a single tax parcel.

13. Disclosure of Known Defect/No Warranties. Seller encourages Buyer to thoroughly inspect all portions of the Assets for the existence of any latent defects which may exist in the Assets. Seller has no actual, present knowledge of any latent or hidden defects in the physical conditions of the Real Estate except as follows (describe known alleged latent defects): NONE.

From and after Closing, Buyer agrees to grant Seller and its designees reasonable access to the Assets to perform any remedial action which Seller is required to perform as described above. Furthermore, if any remedial action is covered by insurance (including so-called environmental or tank fund insurance), Seller shall be reimbursed for remedial action to the extent covered by such insurance.

Except as provided above in this paragraph or elsewhere in this Contract, by Closing the transaction herein contemplated, Buyer acknowledges that neither Seller nor any other person on Seller's behalf has made any representations, agreements, or improvements therein or thereon and therefore, Buyer agrees to accept title and possession of the Assets "as is," "where is," "with all faults," and without express or implied warranties of any nature whatsoever. The warranties being disclaimed include, without limitation, implied warranties of merchantability, habitability, tenability, and fitness for a particular purpose. Buyer acknowledges that it has full responsibility for doing all pre-closing inspections and testing, other than environmental testing, to determine whether the Real Estate contains any defects. In consideration of Buyer's liberal inspection and testing rights, Buyer (for itself and its successors and assigns) hereby waives and releases any and all claims or causes of action which Buyer may have or acquire against Seller from and after the date hereof relative to the condition of the Real Estate. Such agreement on the part of Buyer constitutes a material consideration for the transaction herein contemplated and shall survive Closing.

14. Underground Storage Tank Insurance. For a period of two (2) years after the Closing Date, Buyer, at Buyer's sole cost and expense, shall cause all fuel tanks and related piping on the Real Estate to be insured (and remain continuously insured during such period) by any applicable underground storage tank fund. In no event shall Buyer let such insurance lapse under this fund. Buyer shall cause Seller to be listed as additional insured on such fund insurance. Buyer shall comply with all registration and recordkeeping required by the fund to be continuously covered through the fund. Buyer shall comply with all Federal, State, and City ordinances, regulations, orders and laws ("Applicable Laws") pertaining to the Real Estate. This covenant shall expressly survive Closing and consummation hereunder and is of the essence to Seller.

Notwithstanding the foregoing, if Buyer establishes by clear and convincing evidence that, at the time of Closing, the Real Estate had petroleum contamination which was actionable under Applicable Laws, Buyer shall take such remedial action as would have been then required, by Applicable Laws, to remediate such contamination, and Seller shall thereupon reimburse Buyer for the cost of such remedial actions to the extent (but only to the extent) of the lesser of any underground storage tank insurance fund deductible or \$10,000.00.

15. Environmental Warranties. To the best of its knowledge without duty of inquiry, Seller has identified to Buyer any known Hazardous Substances manufactured, handled, or stored on the Real Estate as follows: Gasoline, diesel fuel and propane tanks.

To the best of its knowledge without duty of inquiry, Seller has disclosed all reports of any releases of Hazardous Substances in its possession that have been filed with local, State or Federal environmental agencies except as follows: NONE.

To the best of its knowledge without duty of inquiry, Seller has disclosed all environmental studies or reports conducted regarding the Real Estate.

To the best of its knowledge without duty of inquiry, the Real Estate is not subject to any State liens, super liens, fines, or restrictions due to the State or Federal government's cleanup of the Real Estate except as follows: NONE.

To the best of its knowledge without duty of inquiry, Seller herein represents that it has complied with all required environmental permits and reporting requirements affecting the Assets except as follows: NONE.

To the best of its knowledge without duty of inquiry, there are no pending or threatened environmental, criminal, civil, or administrative proceedings against Seller related to the Real Estate except as follows: NONE.

16. Closing, Possession, Breach, and Remedies. This sale shall be closed at the office of the Title Company at any mutually agreeable time prior to 1:00 p.m. on September 15, 2016 ("Closing Date"), but if no mutual agreement for prior closing is made, Closing shall occur on such date and at such time so stated.

At the time of Closing, all monies and paper shall be delivered, and all other things, called for by this Agreement at the time of closing, shall be done.

Seller shall pay for and bear the following costs of Closing:

- (a) The owner's title insurance policy for Buyer;
- (b) 50% of the cost of recording Seller's Deed to the Real Estate to Buyer;
- (c) 100% of Seller's own attorneys' fees;
- (d) 50% of any escrow charges or fees charged by the Title Company so as to close the transaction herein contemplated;
- (e) All other reasonable and customary costs and expenses of closing, if any, shall be paid and discharged by Buyer; and

Possession of the Assets shall be delivered to Buyer immediately after Closing, together with keys to the improvements on the Real Estate.

In the event Seller has performed Seller's obligations hereunder as of and through the Closing Date, but Buyer fails to close and consummate hereunder (unless Buyer's

closing and consummation obligations are relieved or suspended under the provisions of the Contract), the parties acknowledge that Seller has performed Seller's obligations hereunder as of and through the Closing Date but Buyer fails to close and consummate hereunder when Buyer is required to do so, this Contract shall be automatically terminated whereupon Buyer agrees to pay Seller liquidated damages in the amount of Twenty Five Thousand and No/100 Dollars (\$25,000.00) in lieu of all other damages and in lieu of any specific performance remedies which Seller might otherwise have against Buyer.

In the event Buyer has performed Buyer's obligations hereunder as of and through the Closing Date, but Seller fails to close and consummate hereunder (unless Seller's closing and consummation obligations are relieved or suspended under the provision of this Contract), Buyer agrees to pay seller liquidated damages in the amount of Twenty Five Thosand and No/100 Dollars (\$25,000.00) in lieu of all other damages and in lieu of ant specific performance remedies which Buyer might otherwise have against Buyer.

17. Time of Essence. Seller specifically declares to Buyer that closing and consummation hereunder no later than the Closing Date is of the essence to Seller.

18. Attorneys' Fees. In the event either party shall institute suit against the other due to the performance, non-performance, breach, or default under this Contract, then the party who or which substantially prevails in such suit shall be entitled to recover from the other party such substantially prevailing party's reasonable attorneys' fees, court costs, and investigative expenses.

19. Notices. All notices required or permitted to be given pursuant to this instrument shall be mailed:

If to Seller: Millennium Super Stop II, LLC
Attn; Ray Perrin
5337 NE Northgate Crossing
Lees Summit, Missouri 64064

If to Buyer: Alliance Petroleum, LLC
Attn; Imran Lodhi
4251 Lindell Blvd
St. Louis, Missouri 63108

Said notices shall be transmitted by either regular mail, fax or email transmission addressed to the other party's Notice address specified above. If either party shall mail any notice to the other party's Notice Address specified above, such notice shall be conclusively deemed given on the second regular postal day next following the date of mailing. Any notice sent by fax shall be conclusively deemed given upon confirmation by sender's fax that said fax was successfully transmitted. Any notice sent by email shall be conclusively deemed given upon sender receiving delivery and read receipts indicating said email was delivered and subsequently read by the recipient.

20. Severability. If any provision of this Agreement or any term, paragraph, sentence, clause, phrase, or word appearing herein be judicially or administratively held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify, or impair in any manner any other provision, term, paragraph, sentence, clause, phrase, or word appearing herein.

21. Successors and Assign. All covenants, promises, conditions, representations, and agreements contained herein shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and assigns. It being understood and agreed, however, that Buyer shall have neither the right nor the power to delegate said party's duties or assign said party's rights hereunder without the express written consent of the other party, which consent may be withheld for any or no reason whatsoever.

22. Governing Law. This Contract shall be deemed made within the State of Kansas and the laws of such state shall govern the interpretation and construction hereof.

23. Counterpart Execution. This contract may be executed in any number of counterparts and each shall be deemed an original.

24. Further Acts. Both parties shall do and perform such other and further acts as are reasonably necessary so as to effectuate their intentions as herein expressed.

25. Captions and Construction. Captions throughout this instrument are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this contract.

26. Miscellaneous. Seller shall, to the exoneration and indemnity of Buyer, pay all its debts and liabilities incurred in connection with the Real Estate and the convenience store being operated thereon (with respect to the period prior to the Closing) at or immediately after the Closing, none of which debts and liabilities are being assumed by Buyer except as otherwise provided herein. Buyer shall not assume nor shall Buyer be liable for any debts, liabilities, duties, responsibilities, or obligations of Seller (except as expressly to be assumed pursuant hereto) of any kind or nature, whether known or unknown, direct or indirect, or otherwise.

Seller warrants that, to the best of Seller's actual, present knowledge, without duty of inquiry, there is no pending condemnation or similar proceeding affecting the Real Estate or any portion thereof, and Seller has not received any notice or knowledge that any such proceeding is contemplated.

Seller warrants that, to the best of Seller's actual, present knowledge, without duty of inquiry, there are no pending leases, contracts, agreements, or covenants outstanding which will affect any portion of the Real Estate or its operation, maintenance, or servicing after Closing and consummation pursuant hereto except as herein specifically disclosed.

Seller warrants that, to the best of Seller's actual, present knowledge, without duty of inquiry, the present operation and use of the Real Estate does not violate any use, occupancy, zoning, building, health, flood control, fire, or other law, ordinance, order, or regulation or any restrictive covenant applicable to the Real Estate.

Seller warrants that, to the best of Seller's actual, present knowledge, without duty of inquiry, there are no special assessments or impositions outstanding with respect the Real Estate.

Seller warrants that it will pay for all labor and material provided to the Real Estate, at Seller's insistence and request, prior to the Closing Date.

Seller shall operate the Real Estate (and the convenience store now thereon) in the ordinary course of business until the time of Closing. Risk of loss and costs of operation until Closing shall be borne by Seller. In the event of a loss by fire, storm, or other casualty, either Buyer or Seller shall have the option and right to terminate this Contract so long as termination occurs on or before the Closing Date.

The provisions of this Agreement were negotiated by the parties hereto and said Contract shall be deemed to have been drafted by all the parties hereto.

27. Financing Condition. This Contract is made on the understanding that there is no financing condition. Buyer will close with all cash.

28. Total Integration. THE CONTRACT (INCLUDING ANY RIDER, ADDENDUM, OR EXHIBIT ATTACHED HERETO) CONSTITUTES THE COMPLETE AGREEMENT BETWEEN SELLER AND BUYER CONCERNING THE RELATIONSHIP OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS, UNDERSTANDINGS, PROMISES, OR REPRESENTATIONS BETWEEN SELLER AND BUYER AFFECTING THIS CONTRACT OR THE ASSETS. ALL PRIOR NEGOTIATIONS AND UNDERSTANDING, IF ANY, BETWEEN THE PARTIES HERETO WITH RESPECT TO THE ASSETS OR THIS CONTRACT SHALL BE OF NO FORCE OR EFFECT AND SHALL NOT BE USED TO INTERPRET THIS INSTRUMENT.

IN WITNESS WHEREOF, the parties have executed this instrument on the dates written immediately below.

SELLER; Millennium Super Stop II, LLC

Buyer; Alliance Petroleum, LLC

Ray Perrin

Imran Lodhi

Date

Date

**EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE**

**EXHIBIT B
SPECIAL WARRANTY DEED
(TO BE SUPPLIED AT CLOSING)**

**EXHIBIT C
BILL OF SALE**