

OPTION AGREEMENT

This Option Agreement (this "Agreement") is effective the 15th day of MAY, 2009, by and between CANTRILL & CO. ("Seller"), and GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., a not-for-profit Kansas corporation ("Buyer").

1. Grant and Purchase of Option. Seller hereby grants to Buyer the exclusive option to purchase all of the real property owned by Seller located within that area bounded by SW Gary Ormsby Drive (on the North and Northwest), US Highway 75 (on the West and/or Southwest), and Topeka Boulevard (on the East), in Shawnee County, Kansas, including parts of those parcels identified for tax purposes as 1911200001007000, 1961300001002000, and 1961300001003000, and consisting of 185 acres, more or less. Such property is hereinafter referred to as the "Property" and the legal description and exact acreage of the Property, when obtained or identified, shall be attached as Exhibit "A" and incorporated herein by this reference. This exclusive option is referred to herein as the "Option."

The Option shall commence as of the effective date hereof and continue until 5:00 p.m., Central Standard Time (or Daylight Savings Time, if applicable) October 15, 2009, but may be extended (the "Initial Option Term"). The cost of the Option shall be Nine Thousand Two Hundred Fifty Dollars (\$9,250) (the "Option Payment") payable by Buyer to Seller (directly, or by delivery to Seller's agent, Mike Morse, KS Commercial Real Estate Services, Inc.) within five (5) business days after the date that this Agreement is fully executed.

2. Extended Term of Option. Buyer may extend the Option Term until 5:00 p.m., Central Standard Time (or Daylight Savings Time, if applicable) April 15, 2010. Such extension shall be effected by delivery to Seller (directly, or by delivery to Seller's agent, Mike Morse, KS Commercial Real Estate Services, Inc.) the sum of Nine Thousand Two Hundred Fifty Dollars (\$9,250), before the end of the Initial Option Term (the "Additional Option Payment").

3. Exercise of Option. Buyer may exercise this option at any time during the Option Term by giving Seller written notice that Buyer is exercising the Option. If Buyer exercises the

Option, the parties shall be bound by the terms and conditions of sale included below.

4. Expiration of Option. If Buyer fails to exercise the Option before the end of the Option Term, the Option shall expire and Seller shall retain the Option Payment (and Additional Option Payment, if applicable). Upon expiration of the Option, this Agreement shall terminate and neither party shall have any further rights or obligations hereunder, except those rights and obligations that expressly survive termination.

5. Information and Inspections. As soon as reasonably possible after the execution hereof, Seller shall provide Buyer with any studies, surveys or other information in its possession relating to the size, use, condition and description of the Property. Notwithstanding anything to the contrary herein, if Buyer exercises its Option, Seller shall pay at Closing for the costs of a survey and other reasonable expenses incurred by Buyer for purposes of identifying the Property size and legal description.

Seller hereby grants to Buyer and its representatives, agents and contractors the non-exclusive right and license to enter the Property during the Option Term for testing, inspection and planning activities, including, but not limited to, site review, engineering work, surveying, environmental audits, photography, rock boring, soil and geological tests, utility locating, and other work or examinations reasonably necessary to determine the suitability of the Property for use by Buyer or its assigns. Such activities shall be at Buyer's sole cost and shall be conducted in compliance with all applicable laws, regulations and ordinances, and in a good, safe and workmanlike manner. Buyer shall endeavor to not unreasonably disturb or disrupt the Property or the use of the Property by Seller or any of Seller's tenants, guests or invitees. If Buyer does not exercise the Option, Buyer shall repair any damage to the Property arising from the tests, inspections and planning activities contemplated herein by returning the Property to its original condition to the extent reasonably possible. Buyer agrees to indemnify, defend and hold Seller harmless from and against all claims, costs, loss, demands and expenses that may arise or result from such tests, inspections or planning activities. Buyer's obligations under this paragraph shall survive the termination of this Agreement for a period of one (1) year, and any claim thereon shall be made by Seller prior to the expiration of such one (1) year period. Buyer shall provide,

without warranty, copies of any resulting reports to Seller, but any additional costs relating to such copies shall be borne by Seller.

6. Governmental Approvals and Zoning; Cooperation and Facilitation. During the Option Period, Buyer shall have the right, at its sole cost, to pursue and obtain any permits, approvals, certificates, licenses, management contracts, other authorizations, and any zoning or preliminary plan approval of or related to the Property to permit Buyer to develop the Property for industrial purposes (the "Approvals"). Seller shall cooperate and facilitate the pursuit or procurement of such Approvals; provided, however, that Buyer shall reimburse Seller for any costs or expenses Seller may reasonably incur in providing such cooperation or facilitation. Such cooperation and facilitation shall include, but not be limited to, providing information to or appearing before governmental agencies or authorities, or authorizing representatives of Buyer to appear before such agencies or authorities on Seller's behalf. Upon request of Buyer, Seller shall sign or cause to be signed, all applications for Approvals. Seller shall not take any action that could preclude or inhibit Buyer's efforts to obtain any Approvals or to plan for the development of the Property.

7. Confidentiality. Except as may be required by law, contemplated herein, or directed or permitted by Buyer, Seller shall not directly or indirectly disclose to any other person, entity or organization the terms of this Agreement; provided, however, that Seller may disclose the terms hereof to Seller's accountants, attorneys and other advisors, but only if they also agree to maintain the confidentiality hereof. Nothing herein shall preclude Seller from disclosing the fact that the Property is subject to an option agreement. Seller shall promptly notify Buyer if Seller becomes aware of any legal action that may compel the disclosure of this Agreement or the terms thereof.

8. Covenants of Seller. During the Option Period, and continuing until a closing if the Option is exercised by Buyer, Seller shall not improve or alter the physical condition of the Property, or sell, convey, encumber, or lease the Property, or grant any easements or record any restrictions affecting the Property or grant a third party any interest in or rights to the Property without the prior written consent of Buyer, which consent may be granted or withheld in Buyer's discretion. During such period, Seller shall promptly inform Buyer of the threat or commen-

cement of any condemnation or eminent domain proceeding affecting the Property.

9. Terms of Sale. If Buyer exercises the Option, then Seller shall sell and Buyer shall purchase the Property on the following terms and conditions:

a. Purchase Price. The purchase price for the Property shall be Eight Thousand Dollars (\$8000) per acre; provided, however, that if Seller (at Seller's cost) obtains an appraisal by Taggart & Associates, Inc. (or other appraisal firm agreed to by the parties) indicating a fair market value of the fee simple interest exceeding an average per acre value of Eight Thousand Dollars (\$8000), then the purchase price shall be the fair market value indicated by such appraisal or Ten Thousand Dollars (\$10,000) per acre, whichever is less. Such purchase price shall be reduced by adjustments for Seller's expenses and obligations, Buyer's survey and description expenses, the title insurance report and policy, taxes, the initial Option Payment and the Additional Option Payment (if any). The purchase price shall be paid to Seller in cash, guaranteed funds or cashiers' check at closing.

The appraisal contemplated herein shall not take into account this Agreement or any other of Buyer's options (if any), or any land purchases by Buyer closing after April 1, 2009. Seller must elect to obtain an appraisal, if at all, within Ten (10) business days after the Option is exercised, and the appraisal must be completed within Sixty (60) days (including weekends and holidays) after the Option is exercised.

b. Title. Seller shall convey marketable fee simple title to Buyer (or Buyer's assignee) at closing by general warranty or trustee's deed, free and clear of any monetary liens and subject only to encumbrances created or approved by Buyer. Seller shall execute such bills of sale or other documents necessary to convey title to any personal property included with the Property to Buyer. Buyer may obtain, at Buyer's expense, a standard owner's preliminary title insurance report for the Property; provided, that if the Option is exercised Seller shall reimburse Buyer for the cost of such report and also provide and pay for a standard owner's title insurance policy which will insure Buyer against loss or

damage to the extent of the total purchase price hereof by reason of defects in the title of Seller to the Property.

c. Taxes. All taxes and special assessments for prior calendar years shall be paid at or before closing by Seller. Seller and Buyer shall pay all taxes and assessments for the current year (based on the prior year's taxes, if the current year information is not available) prorated as of the date of closing.

d. Liens. Seller shall pay all contractors, laborers, materialmen or suppliers for all work done or material furnished to the Property that might form the basis of a mechanic's lien. Seller shall indemnify and hold Buyer harmless from any obligation for payment of any amounts by reason of any mechanic's lien which may be filed for labor performed or material furnished, and shall provide such indemnities or affidavits as may be necessary for Buyer to obtain title insurance against any mechanics' liens. Seller shall not authorize, allow or permit any liens to attach to the Property relating to the removal of buildings, structures or improvements after closing (as such removal is discussed and authorized below). Seller's obligations in this sub-paragraph shall survive closing.

e. Condemnation or Change of Condition. If, before closing (including during the Option Term), any part of the Property is taken by eminent domain or is threatened by or the subject of a condemnation action, or if the Property is materially altered by casualty or otherwise (and without authorizing any such alteration), Seller shall promptly notify Buyer. Within ten (10) business days after receipt of such notice, Buyer may revoke its exercise of the Option and have no further obligation under this Agreement. If Buyer does not revoke its exercise of the Option, Seller shall assign and transfer to Buyer at closing all right, title and interest in and to any award or proceeds arising from or relating to such taking or alteration.

f. Closing. The closing of the sale and purchase of the Property shall take place, if reasonably possible, within sixty (60) days following the exercise of the Option by Buyer (but subject to any extension due to reasonable delays in obtaining an appraisal as contemplated herein), at such time and location as the parties may agree. At closing, Buyer

shall be granted exclusive possession of the Property; provided, however that Buyer shall either afford Seller (or its farm tenant) the opportunity to remove any currently planted crops or compensate Seller for the loss thereof. Compensation shall be limited to a the fair market value of the estimated current crop yield.

g. Allocation of Expenses. At closing, Seller shall pay the entire cost to cure or remedy any title deficiencies, and the parties shall share equally the customary closing fees, if any.

h. No Assumption of Seller's Liabilities. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Buyer does not assume or agree to pay any liability, obligation or expense of Seller relating to the Property except to the extent, if any, provided in this Agreement.

i. Foreign Investment. Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act ("FIRPTA") and agrees to deliver Seller's tax identification number at closing and an affidavit in compliance with FIRPTA.

j. Further Assurances. Seller and Buyer shall execute and deliver any other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided for and to carry out the intent and purposes of this Agreement, and Buyer shall provide such documentary and other evidence as may be reasonably required evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with this Agreement.

k. Specific Performance. The sale and purchase contemplated herein, as well as the obligations and responsibilities relating thereto, may be compelled by Buyer through an action for specific performance. Such an action shall not preclude the pursuit of other damages or remedies that may be available at law or in equity.

l. Risk of Loss. The risk of loss for damage to any portion of the Property and all liability to third persons

until closing shall, except as otherwise expressly provided herein, be borne by Seller.

10. Environmental and other Representations. Seller represents and warrants that it has received no notice of any alleged violation of any environmental laws or regulations and has no knowledge of any such violations. To Seller's knowledge, the Property has never been utilized for the treatment, storage, or disposal of Hazardous Materials (as defined below), and no Hazardous Materials have ever been located on the Property. Seller has not used Hazardous Materials on, from, or affecting the Property, or any portion thereof, in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of Hazardous Material. For purposes of this Agreement, "Hazardous Materials" includes any flammable materials, explosive, hazardous or toxic substance, or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. Sections 9601, et seq.), and in the regulations promulgated pursuant thereto, or any other federal, state, or local governmental law, ordinance, rule or regulation. There are no underground storage tanks located on or under the Property.

11. Leases and Encumbrances, Adverse Claims. Seller represents and warrants that the Property is not subject to a lease or contract and that no other person or entity has the right or option to acquire the Property or any interest therein, except seasonal farming leases which may be canceled at any time with reasonable payment to the tenant for any existing crops.

Seller further represents and warrants there are not any adverse claims of adjoining property owners against the Property, there are no adverse parties in possession of the Property or any part thereof, and there are no encroachments by Seller on the property of others or by others on the Property.

12. Assignment. The parties hereby acknowledge and agree that Buyer may assign this option, and all rights, obligations and benefits related thereto, without obtaining Seller's prior consent;

provided, however, that any such assignment will not release Seller from its obligations hereunder.

13. Recording Option. Buyer may record a memorandum of the existence of this Option in the form substantially similar to that set forth in Exhibit "B" attached hereto.

14. Notices. Any notice or demand related to or required under this Agreement shall be served by hand delivery, by prepaid United States certified mail, return receipt requested, or by nationally recognized overnight delivery service guaranteeing next-day, confirmed delivery, or by facsimile transmission. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address or facsimile number for all subsequent notices. Notices shall be effective when delivered (or, if delivered by facsimile transmission, upon confirmation of such transmission during regular business hours). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

To Seller: Mike Morse
c/o KS Commercial Real
Estate Services, Inc.
4125 SW Gage Center Drive, Suite 200
Topeka, KS 66604-1806
Facsimile: () _____

With copy to: _____

Facsimile: () _____

To Buyer: Growth Organization of
Topeka/Shawnee County, Inc.
120 SE 6th Avenue, Suite 110
Topeka, KS 66603-3515
Facsimile: (785) 234-8656

With copy to: Jeffrey A. Wietharn, Attorney
Coffman, DeFries & Nothern, P.A.
534 S. Kansas Ave., Ste. 925
Topeka, KS 66603
Facsimile: (785) 234-3363

15. Authority. Seller warrants that it has fee simple title to the Property and that Seller has full and exclusive authority to grant this option to Buyer. Seller further warrants that there are no agreements, covenants or restrictions of any kind that would prohibit the granting of the Option to Buyer.

16. Binding Effect. This Agreement shall run with the land and is binding upon and inures to the benefit of the parties and their respective heirs, administrators, executors, trustees, representatives, successors and assigns.

17. Entire Agreement. This Agreement, and any attachments or addenda hereto, constitutes the complete agreement of the parties concerning the Property, and supercedes all other agreements between Seller and Buyer.

18. Governing Law, Survival. This Agreement shall be interpreted and construed in accordance with the laws of the State of Kansas. Except as otherwise provided herein, all covenants, agreements, indemnifications, representations, and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

19. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Facsimile signatures shall be deemed original signatures for purposes hereof.

20. Time. If the date for performance of any obligation hereunder or the last day of any time period provided for herein shall fall on a Saturday, Sunday, or legal holiday, then the date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday, or legal holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made and completed if made and completed no later than 5:00 p.m., Central Standard Time (or Daylight Savings Time, if applicable) on the day of performance.

21. Construction, Legal Representation. As used in this Agreement, the masculine, feminine, or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be const-

rued as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party causing this Agreement or any part of this Agreement to be drafted. The parties acknowledge that each party has reviewed this Agreement and has had the benefit of legal counsel or the opportunity to consult with legal counsel prior to entering into this Agreement.

22. Brokers and Agents. Buyer and Seller each agree to indemnify, protect, defend, and hold the other harmless for, from, and against any expense, including brokers, attorney and accountant fees, claims, actions, suits, or demands for payment of any commission, finder's fee, or other sum initiated by any broker, agent, or other person, which such Buyer or Seller (or any representative) has engaged or retained or with which Buyer or Seller has had discussions concerning the transactions contemplated by this Agreement. These requirements and obligations shall survive Closing.

23. No Partnership; No Third Party Beneficiaries. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Seller and Buyer. No term or provision of this Agreement is intended to benefit any person, partnership, corporation, or other entity not a party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the parties have signed their names as of the date first above written.

SELLER:

CANTRILL & CO.

By:

SVCantrell
Name/Title

Managing
Partner

BUYER:

GROWTH ORGANIZATION OF
TOPEKA/SHAWNEE COUNTY, INC.

By: Douglas S. Kinsinger

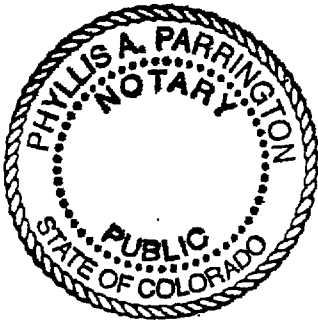
Douglas S. Kinsinger, President
Name/Title

STATE OF Colorado SS:
COUNTY OF Denver

BE IT REMEMBERED, that on this 15th day of May,
2009, before me, the undersigned, a Notary Public in and for the
County and State aforesaid, came SV Cantrell, as
Managing Partner of CANTRILL & CO., who is personally known
to me to be the same person who executed the within instrument
entitled OPTION AGREEMENT, and such person duly acknowledged the
execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed by official seal on the day and year last above written.

Phyllis A. Parrington
Notary Public



My Commission Expires 08/20/2011

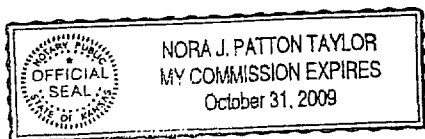
STATE OF KANSAS

SS:

COUNTY OF SHAWNEE

BE IT REMEMBERED, that on this 8th day of April, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Douglas A. Kessinger, as President of GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., who is personally known to me to be the same person who executed the within instrument entitled OPTION AGREEMENT, and such person duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year last above written.



Nora J. Patton Taylor
Notary Public

SCHEDULE A
Continued

EXHIBIT "A"

A tract of land located in the Southwest Quarter of Section 12, the Northwest Quarter and Southwest Quarter of Section 13 and the Northeast Quarter of Section 14 all in Township 13 South, Range 15 East of the Sixth Principal Meridian in Shawnee County, Kansas, being a portion of the parcels described in Deed Book; 2265, Page 613, more particularly described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of Section 13, Township 13 South, Range 15 East of the Sixth Principal Meridian: Thence South 01 degrees 45 minutes 52 seconds East for a distance of 2639.88 feet to the Southeast corner of said Northwest Quarter: Thence along the East line of the Southwest Quarter of Section 13, Township 13 South, Range 15 East of the Sixth Principal Meridian, South 01 degrees 52 minutes 10 seconds East for a distance of 744.32 feet to the Northerly Right of way of the Atchison, Topeka and Santa Fe Railroad: Thence continuing along said railroad right of way on a curve to the left having an arc length of 312.85 feet, a radius of 3675.00 feet, a chord bearing of South 22 degrees 47 minutes 07 seconds West for a chord distance of 312.76 feet to the Easterly right of way of U.S. 75 Highway: Thence along the said right of way North 42 degrees 32 minutes 59 seconds West for a distance of 509.02 feet: Thence continuing along said right of way North 38 degrees 07 minutes 05 seconds West for a distance of 803.03 feet to the South line of the Northwest quarter of said Section 13: Thence Continuing along said right of way North 36 degrees 49 minutes 35 seconds West for a distance of 600.40 feet: Thence continuing along said right of way North 41 degrees 50 minutes 35 seconds West for a distance of 401.50 feet: Thence continuing along said right of way North 35 degrees 42 minutes 46 seconds West for a distance of 1981.44 feet to the West line of the Northwest Quarter of said section 13: Thence continuing along said right of way, departing the said West line into the Northeast Quarter of section 14 Township 13 South, Range 15 East of the Sixth Principal Meridian North 35 degrees 45 minutes 14 seconds West for a distance of 127.10 feet: Thence continuing along said right of way North 77 degrees 17 minutes 15 seconds East for a distance of 72.44 feet to the West line of the Northwest Quarter of said section 13: Thence continuing along said right of way, departing said Section 14, North 77 degrees 14 minutes 00 seconds East for a distance of 330.07 feet: Thence continuing along said right of way North 88 degrees 33 minutes 18 seconds East for a distance of 38.17 feet: Thence continuing along said right of way South 74 degrees 32 minutes 22 seconds East for a distance of 154.75 feet: Thence continuing along said right of way North 88 degrees 33 minutes 18 seconds East for a distance of 200.00 feet: Thence continuing along said right of way North 01 degrees 26 minutes 42 seconds West for a distance of 70.00 feet to the North line of the Northwest Quarter of said Section 13: Thence continuing along said right of way, departing said North line into the South Half of the Southwest Quarter of Section 12, Township 13 South, Range 15 East of the Sixth Principal Meridian North 01 Degrees 26 minutes 42 seconds West for a distance of 70.00 feet: Thence continuing along said right of way South 88 degrees 33

minutes 18 seconds West for a distance of 200.00 feet: Thence continuing along said right of way North 63 degrees 34 minutes 44 seconds West for a distance of 205.61 feet: Thence continuing along said right of way North 26 degrees 24 minutes 38 seconds West for a distance of 202.24 feet: Thence continuing along said right of way North 17 degrees 52 minutes 47 seconds West for a distance of 240.25 feet: Thence departing said right of way North 50 degrees 53 minutes 45 seconds East for a distance of 177.47 feet along the southerly and easterly most right of way line of Southwest Gary Ormsby Drive: Thence continuing along said right of way North 61 Degrees 45 minutes 26 seconds East for a distance of 1013.71 feet: Thence continuing along said right of way along a curve to the left having an arc length of 201.32 feet, a radius of 1706.04 feet, a chord bearing of North 58 degrees 20 minutes 47 seconds East for a chord distance of 201.20 feet: Thence continuing along said right of way South 35 degrees 02 minutes 04 seconds East for a distance of 49.21 feet: Thence continuing along said right of way North 51 degrees 35 minutes 33 seconds East for a distance of 186.41 feet: Thence departing said right of way North 87 degrees 50 minutes 02 seconds East for a distance of 1066.90 feet to the Northeast Corner of the said South Half: Thence along the East line of the said South Half South 01 degrees 51 minutes 17 seconds East for a distance of 1331.12 feet to the Northeast Corner of the Northwest Quarter of said Section 13, The Point of Beginning.

EXHIBIT "B"
FORM OF MEMORANDUM

MEMORANDUM OF OPTION TO PURCHASE REAL ESTATE

THIS MEMORANDUM OF OPTION TO PURCHASE REAL ESTATE ("Memorandum") is made effective as of this 15th day of May, 2009, by and between CANTRILL & CO. ("Seller") and GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., a not-for-profit Kansas corporation ("Buyer").

Seller and Buyer entered into that certain Option Agreement dated May 15, 2009 ("Option Agreement") whereby Seller granted to Buyer the right to purchase the real property legally described on Exhibit A, which is attached hereto and incorporated herein by this reference, which property is located in Topeka, Shawnee County, Kansas.

By filing this Memorandum with the Register of Deeds, the parties desire to provide notice of the existence of the Option Agreement.

The terms, conditions and requirements of the Option Agreement are as set forth therein, and such Option Agreement is incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Memorandum the day and year above first written.

SELLER:

CANTRILL & CO.

By: SJ Cantrell

SJ Cantrell / Managing Partner
Name/Title

BUYER:

GROWTH ORGANIZATION OF
TOPEKA/SHAWNEE COUNTY, INC.

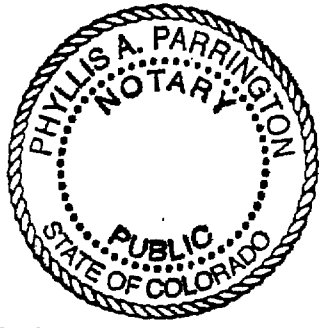
By: Doug Kinsinger
Doug Kinsinger, President
Name/Title

STATE OF Colorado SS:
COUNTY OF Denver

BE IT REMEMBERED, that on this 15th day of May,
2009, before me, the undersigned, a Notary Public in and for the
County and State aforesaid, came SVCANTRELL, as
Managing Partner of CANTRILL & CO., who is personally known
to me to be the same person who executed the within instrument
entitled MEMORANDUM OF OPTION TO PURCHASE REAL ESTATE, and such
person duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed by official seal on the day and year last above written.

Phyllis A. Parrington
Notary Public



My Commission Expires 08/20/2011

STATE OF KANSAS

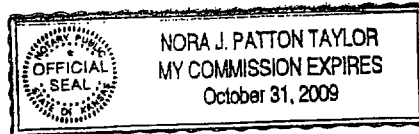
SS:

COUNTY OF SHAWNEE

BE IT REMEMBERED, that on this 15th day of May, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Douglas S. Kinsinger, as President of GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., who is personally known to me to be the same person who executed the within instrument entitled OPTION AGREEMENT, and such person duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year last above written.

Nora J. Patton Taylor
Notary Public



SCHEDULE A
Continued

EXHIBIT "A"

A tract of land located in the Southwest Quarter of Section 12, the Northwest Quarter and Southwest Quarter of Section 13 and the Northeast Quarter of Section 14 all in Township 13 South, Range 15 East of the Sixth Principal Meridian in Shawnee County, Kansas, being a portion of the parcels described in Deed Book; 2265, Page 613, more particularly described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of Section 13, Township 13 South, Range 15 East of the Sixth Principal Meridian: Thence South 01 degrees 45 minutes 52 seconds East for a distance of 2639.88 feet to the Southeast corner of said Northwest Quarter: Thence along the East line of the Southwest Quarter of Section 13, Township 13 South, Range 15 East of the Sixth Principal Meridian, South 01 degrees 52 minutes 10 seconds East for a distance of 744.32 feet to the Northerly Right of way of the Atchison, Topeka and Santa Fe Railroad: Thence continuing along said railroad right of way on a curve to the left having an arc length of 312.85 feet, a radius of 3675.00 feet, a chord bearing of South 22 degrees 47 minutes 07 seconds West for a chord distance of 312.76 feet to the Easterly right of way of U.S. 75 Highway: Thence along the said right of way North 42 degrees 32 minutes 59 seconds West for a distance of 509.02 feet: Thence continuing along said right of way North 38 degrees 07 minutes 05 seconds West for a distance of 803.03 feet to the South line of the Northwest quarter of said Section 13: Thence Continuing along said right of way North 36 degrees 49 minutes 35 seconds West for a distance of 600.40 feet: Thence continuing along said right of way North 41 degrees 50 minutes 35 seconds West for a distance of 401.50 feet: Thence continuing along said right of way North 35 degrees 42 minutes 46 seconds West for a distance of 1981.44 feet to the West line of the Northwest Quarter of said section 13: Thence continuing along said right of way, departing the said West line into the Northeast Quarter of section 14 Township 13 South, Range 15 East of the Sixth Principal Meridian North 35 degrees 45 minutes 14 seconds West for a distance of 127.10 feet: Thence continuing along said right of way North 77 degrees 17 minutes 15 seconds East for a distance of 72.44 feet to the West line of the Northwest Quarter of said section 13: Thence continuing along said right of way, departing said Section 14, North 77 degrees 14 minutes 00 seconds East for a distance of 330.07 feet: Thence continuing along said right of way North 88 degrees 33 minutes 18 seconds East for a distance of 38.17 feet: Thence continuing along said right of way South 74 degrees 32 minutes 22 seconds East for a distance of 154.75 feet: Thence continuing along said right of way North 88 degrees 33 minutes 18 seconds East for a distance of 200.00 feet: Thence continuing along said right of way North 01 degrees 26 minutes 42 seconds West for a distance of 70.00 feet to the North line of the Northwest Quarter of said Section 13: Thence continuing along said right of way, departing said North line into the South Half of the Southwest Quarter of Section 12, Township 13 South, Range 15 East of the Sixth Principal Meridian North 01 Degrees 26 minutes 42 seconds West for a distance of 70.00 feet: Thence continuing along said right of way South 88 degrees 33

minutes 18 seconds West for a distance of 200.00 feet: Thence continuing along said right of way North 63 degrees 34 minutes 44 seconds West for a distance of 205.61 feet: Thence continuing along said right of way North 26 degrees 24 minutes 38 seconds West for a distance of 202.24 feet: Thence continuing along said right of way North 17 degrees 52 minutes 47 seconds West for a distance of 240.25 feet: Thence departing said right of way North 50 degrees 53 minutes 45 seconds East for a distance of 177.47 feet along the southerly and easterly most right of way line of Southwest Gary Ormsby Drive: Thence continuing along said right of way North 61 Degrees 45 minutes 26 seconds East for a distance of 1013.71 feet: Thence continuing along said right of way along a curve to the left having an arc length of 201.32 feet, a radius of 1706.04 feet, a chord bearing of North 58 degrees 20 minutes 47 seconds East for a chord distance of 201.20 feet: Thence continuing along said right of way South 35 degrees 02 minutes 04 seconds East for a distance of 49.21 feet: Thence continuing along said right of way North 51 degrees 35 minutes 33 seconds East for a distance of 186.41 feet: Thence departing said right of way North 87 degrees 50 minutes 02 seconds East for a distance of 1066.90 feet to the Northeast Corner of the said South Half: Thence along the East line of the said South Half South 01 degrees 51 minutes 17 seconds East for a distance of 1331.12 feet to the Northeast Corner of the Northwest Quarter of said Section 13, The Point of Beginning.

JAN 25 2010

Cynthia A Beck

208802

Shawnee County, Kansas
Register of Deeds
Marilyn L. Nichols
Book: 4774 Page: 165
Line #: 20100001300
Date Recorded: 01/25/2010 04:03:58.523 PM

Mail Tax Statement to:

Growth Organization of Topeka

120 East 6th.

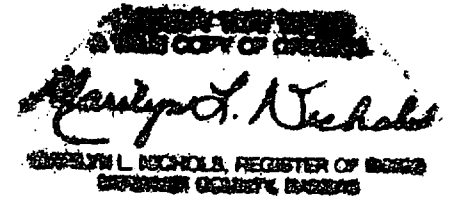
Topeka, Ks 66603

Property Address:
SW Morrill Road
Topeka, KS 66619

Kansas Secured Title
785-232-9349

SN024639

GENERAL WARRANTY DEED
(Statutory)



Cantrill & Co., a partnership,

convey and warrant to

Growth Organization of Topeka/Shawnee County, Inc.,

all the following REAL ESTATE in the County of SHAWNEE, and the State of Kansas, to-wit:

A tract of land located in the Southwest Quarter of Section 12, the Northwest Quarter and Southwest Quarter of Section 13 and the Northeast Quarter of Section 14 all in Township 13 South, Range 15 East of the Sixth Principal Meridian in Shawnee County, Kansas, being a portion of the parcels described in Deed Book; 2265, Page 613, more particularly described as follows:

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50 minutes 35 seconds West for a distance of 401.50 feet: Thence continuing along said right of way North 35 degrees 42 minutes 46 seconds West for a distance of 1981.44 feet to the West line of the Northwest Quarter of said section 13: Thence continuing along said right of way, departing the said West line into the Northeast Quarter of section 14 Township 13 South, Range 15 East of the Sixth Principal Meridian North 35 degrees 45 minutes 14 seconds West for a distance of 127.10 feet: Thence continuing along said right of way North 77 degrees 17 minutes 15 seconds East for a distance of 72.44 feet to the West line of the Northwest Quarter of said section 13: Thence continuing along said right of way, departing said Section 14, North 77 degrees 14 minutes 00 seconds East for a distance of 330.07 feet: Thence continuing along said right of way North 88 degrees 33 minutes 18 seconds East for a distance of 38.17 feet: Thence continuing along said right of way South 74 degrees 32 minutes 22 seconds East for a distance of 154.75 feet: Thence continuing along said right of way North 88 degrees 33 minutes 18 seconds East for a distance of 200.00 feet: Thence continuing along said right of way North 01 degrees 26 minutes 42 seconds West for a distance of 70.00 feet to the North line of the Northwest Quarter of said Section 13: Thence continuing along said right of way, departing said North line into the South Half of the Southwest Quarter of Section 12, Township 13 South, Range 15 East of the Sixth Principal Meridian North 01 Degrees 26 minutes 42 seconds West for a distance of 70.00 feet: Thence continuing along said right of way South 88 degrees 33 minutes 18 seconds West for a distance of 200.00 feet: Thence continuing along said right of way North 63 degrees 34 minutes 44 seconds West for a distance of 205.61 feet: Thence continuing along said right of way North 26 degrees 24 minutes 38 seconds West for a distance of 202.24 feet: Thence continuing along said right of way North 17 degrees 52 minutes 47 seconds West for a distance of 240.25 feet: Thence departing said right of way North 50 degrees 53 minutes 45 seconds East for a distance of 177.47 feet along the southerly and easterly most right of way line of Southwest Gary Ormsby Drive: Thence continuing along said right of way North 61 Degrees 45 minutes 26 seconds East for a distance of 1013.71 feet: Thence continuing along said right of way along a curve to the left having an arc length of 201.32 feet, a radius of 1706.04 feet, a chord bearing of North 58 degrees 20 minutes 47 seconds East for a chord distance of 201.20 feet: Thence continuing along said right of way South 35 degrees 02 minutes 04 seconds East for a distance of 49.21 feet: Thence continuing along said right of way North 51 degrees 35 minutes 33 seconds East for a distance of 186.41 feet: Thence departing said right of way North 87 degrees 50 minutes 02 seconds East for a distance of 1066.90 feet to the Northeast Corner of the said South Half: Thence along the East line of the said South Half South 01 degrees 51 minutes 17 seconds East for a distance of 1331.12 feet to the Northeast Corner of the Northwest Quarter of said Section 13, The Point of Beginning.

for the sum of one dollar and other good and valuable consideration.

EXCEPT AND SUBJECT TO: Easements, restrictions and assessments of record, and all the taxes and assessments that may be levied, imposed or become payable hereafter.

Dated this 23rd day of January, 2010.

Cantrill & Co., a partnership

by: _____
Catherine Cantrill Keenan, Partner

by: Stephen V. Cantrill Partner
Stephen V. Cantrill, Partner

50 minutes 35 seconds West for a distance of 401.50 feet: Thence continuing along said right of way North 35 degrees 42 minutes 46 seconds West for a distance of 1981.44 feet to the West line of the Northwest Quarter of said section 13: Thence continuing along said right of way, departing the said West line into the Northeast Quarter of section 14 Township 13 South, Range 15 East of the Sixth Principal Meridian North 35 degrees 45 minutes 14 seconds West for a distance of 127.10 feet: Thence continuing along said right of way North 77 degrees 17 minutes 15 seconds East for a distance of 72.44 feet to the West line of the Northwest Quarter of said section 13: Thence continuing along said right of way, departing said Section 14, North 77 degrees 14 minutes 00 seconds East for a distance of 330.07 feet: Thence continuing along said right of way North 88 degrees 33 minutes 18 seconds East for a distance of 38.17 feet: Thence continuing along said right of way South 74 degrees 32 minutes 22 seconds East for a distance of 154.75 feet: Thence continuing along said right of way North 88 degrees 33 minutes 18 seconds East for a distance of 200.00 feet: Thence continuing along said right of way North 01 degrees 26 minutes 42 seconds West for a distance of 70.00 feet to the North line of the Northwest Quarter of said Section 13: Thence continuing along said right of way, departing said North line into the South Half of the Southwest Quarter of Section 12, Township 13 South, Range 15 East of the Sixth Principal Meridian North 01 Degrees 26 minutes 42 seconds West for a distance of 70.00 feet: Thence continuing along said right of way South 88 degrees 33 minutes 18 seconds West for a distance of 200.00 feet: Thence continuing along said right of way North 63 degrees 34 minutes 44 seconds West for a distance of 205.61 feet: Thence continuing along said right of way North 26 degrees 24 minutes 38 seconds West for a distance of 202.24 feet: Thence continuing along said right of way North 17 degrees 52 minutes 47 seconds West for a distance of 240.25 feet: Thence departing said right of way North 50 degrees 53 minutes 45 seconds East for a distance of 177.47 feet along the southerly and easterly most right of way line of Southwest Gary Ormsby Drive: Thence continuing along said right of way North 61 Degrees 45 minutes 26 seconds East for a distance of 1013.71 feet: Thence continuing along said right of way along a curve to the left having an arc length of 201.32 feet, a radius of 1706.04 feet, a chord bearing of North 58 degrees 20 minutes 47 seconds East for a chord distance of 201.20 feet: Thence continuing along said right of way South 35 degrees 02 minutes 04 seconds East for a distance of 49.21 feet: Thence continuing along said right of way North 51 degrees 35 minutes 33 seconds East for a distance of 186.41 feet: Thence departing said right of way North 87 degrees 50 minutes 02 seconds East for a distance of 1066.90 feet to the Northeast Corner of the said South Half: Thence along the East line of the said South Half South 01 degrees 51 minutes 17 seconds East for a distance of 1331.12 feet to the Northeast Corner of the Northwest Quarter of said Section 13, The Point of Beginning.

for the sum of one dollar and other good and valuable consideration.

EXCEPT AND SUBJECT TO: Easements, restrictions and assessments of record, and all the taxes and assessments that may be levied, imposed or become payable hereafter.

Dated this 23rd day of January, 2010.

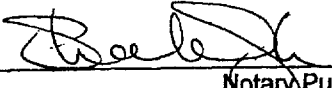
Cantrill & Co., a partnership

by: Catherine Cantrill Keenan
Catherine Cantrill Keenan, Partner
Keenan
Partner

by: _____
Stephen V. Cantrill, Partner

STATE OF Colorado, Denver COUNTY:

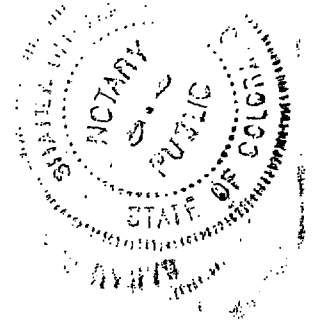
The foregoing instrument executed was acknowledged before me this 23rd day of January, 2010, by Stephen V. Cantrill, Partner of Cantrill & Co., a partnership.



Notary Public

My appointment expires: _____

My Commission Expires 09/23/2013
100 Saint Paul St
Denver, CO 80206



STATE OF KENTUCKY, JEFFERSON COUNTY:

The foregoing instrument executed was acknowledged before me this 23rd day of January, 2010, by Catherine Cantrill Keenan, Partner of Cantrill & Co., a partnership.

Sarah B. Kruse
Notary Public

My appointment expires: December 23rd 2013

