REAL ESTATE APPRAISALS & CONSULTATION SHADOW WOOD OFFICE PARK 5869 WEST 29TH STREET TOPEKA, KANSAS 66614

TELEPHONE (785) 273-2334 FAX (785) 272-3699

RESTRICTED APPRAISAL REPORT

Land Only- 185.19 Acres Highway 75 and SW 77th Street Shawnee County, Kansas

> prepared for Cantrill & Co. Denver, Colorado

Market Value Opinion as of January 11, 2010 is \$1,660,000.00, Land Only

This is a Restricted Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2(c) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents a limited discussion of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. This report sets forth only the appraiser's conclusions. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraisers are not responsible for unauthorized use of this report.

TAGGART & ASSOCIATES, INC.

INTEREST VALUED: Fee Simple (Source: Dictionary of Real Estate Appraisal, Third Edition)

EFFECTIVE DATE OF VALUE: January 11, 2010

DATE PROPERTY VIEWED: January 11, 2010

CONCLUDED MARKET VALUE: \$1,660,000.00

ZONING: RR-1 Residential Reserve

FLOOD PLAIN: Zone C, an area of minimal flooding. Panel 200331-0175C dated 6/1/1982.

2009 PROPERTY TAXES: The property taxes for 2009 are \$1,247.51, all general, based on a farmland valuation by the Shawnee County Appraiser of \$35,780.00. Not representative of market value.

SITE DESCRIPTION: The property is legally described in the addendum of this report. Subject contains a total of 185.19 acres (according to the Shawnee County Mapping Department). The south 124.83 acres is bordered on the north by SW 77th Street and the west and south by US Highway 75. There is a diamond interchange at the intersection of Highway 75 and SW 77th Street. The north 60.36 acres is bounded by SW 77th Street on the south, SW Gary Ormsby Drive on the north and Morrill Road on the west (see map in addendum). The land is level to slightly rolling, available to all utilities located on the utility map, paved and gravel roads with dirt ditches. The north area is in cultivation and the south area is in pasture. No detrimental influences are apparent.

HIGHEST & BEST USE:

Highest and best use as though vacant: Industrial

Highest and best use as improved: Industrial. The property is presently zoned Residential Reserve. Uses in the area are residential. Industrial influence is evident from the warehouse and industrial uses north of the subject at the industrial park and the airport. Presently the properties in the area are being purchased for industrial development and heavily influence my opinion of the highest and best use. Utilities, access and neighboring uses are positive considerations.

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THREE YEAR SALES HISTORY: There is a sale pending. Copy of contract in the addendum.

VALUATION: The Sales Comparison Approach is the adjustment of known sales of similar type properties to the subject. Adjustments were made, where necessary, for date of sale, site size, location and conditions of sale. Those sales considered are as follows:

SALE	1	2	3
INDEX	3678	3271	4731
LOCATION (Shawnee County, KS)	SW 49th St.	SW 49th St.	6035 SW Topeka
SALE DATE	6/2006	6/2005	12/2009
SALE PRICE	\$712,500	\$855,959	\$500,000
ACREAGE	75.0	99.43	57.01
\$/ACRE	\$9,500	\$8,609	\$8,770

Analysis of Sales

Sales 1 and 2 are closer in to the city on a paved road. Topography is rolling. Location offsets subject proximity to interstate. Sale 3 is more current. No indication for time adjustments or size. The median price is \$8,770.00 per acre and the mean is \$8,960.00 per acre. Value of subject concluded by the mean price of \$8,960.00 per acre, or:

185.19 acres x \$8,960.00 per acre = \$1,659,302.00 or Say \$1,660,000.00

ESTIMATED MARKETING TIME: A marketing period is a function of time, price and use. It is not an isolated estimate of time alone. Consideration must be given to market supply and demand. The value estimates are based on an exposure and marketing time of six to twelve months, if aggressively marketed at the appraised value and assuming a continued stable operation. Exposure time is time prior to the date of appraisal during which it is assumed the property has been professionally marketed at a market clearing price, while marketing time is the estimated time it would take to market the property after the date of the appraisal.

ASSUMPTIONS AND LIMITING CONDITIONS:

- This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it does not include discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraisers are not responsible for unauthorized use of this report.
- 2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
- 3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
- 4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
- 5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 8. It is assumed that there is full compliance with all applicable federal, state and location environmental regulations and laws unless otherwise stated in this report.
- 9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in this appraisal report.

TAGGART & ASSOCIATES, INC.

- 10. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value opinions contained in this report are based.
- 11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
- 12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers and, in any event, only with proper written qualification and only in its entirety.
- 13. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news sales or other media without prior written consent and approval of the appraisers.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- 3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or with respect to the parties involved.
- 4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 8. I have made a personal observation of the property that is the subject of this report. No one provided significant professional assistance to the person signing this report.
- 9. The Appraisal Institute conducts a voluntary program of continuing education for its designated members. As of the date of this report, I have not completed the requirements under the continuing education program of the Appraisal Institute. I am in compliance with the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice. The Appraisal Institute has the right to review/this report.

Robert C. Taggart, MAI State Certified General Real Property Appraiser G-436

Date Report Signed:

January 14, 2010

TAGGART & ASSOCIATES, INC.

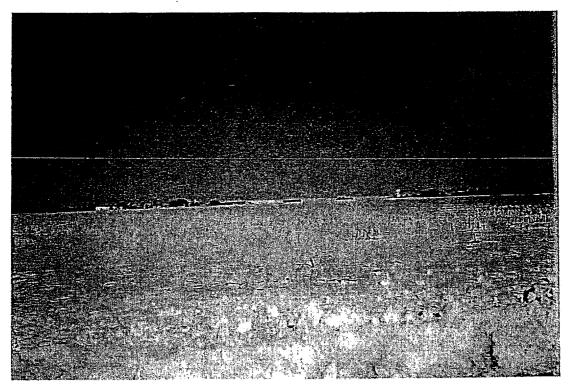
ADDENDUM

Contents:

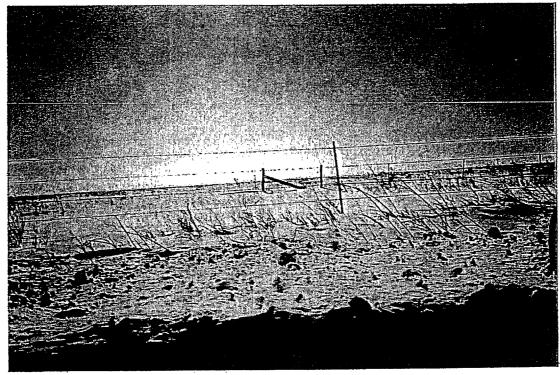
Photos Maps

Legal Description Comparable Sales

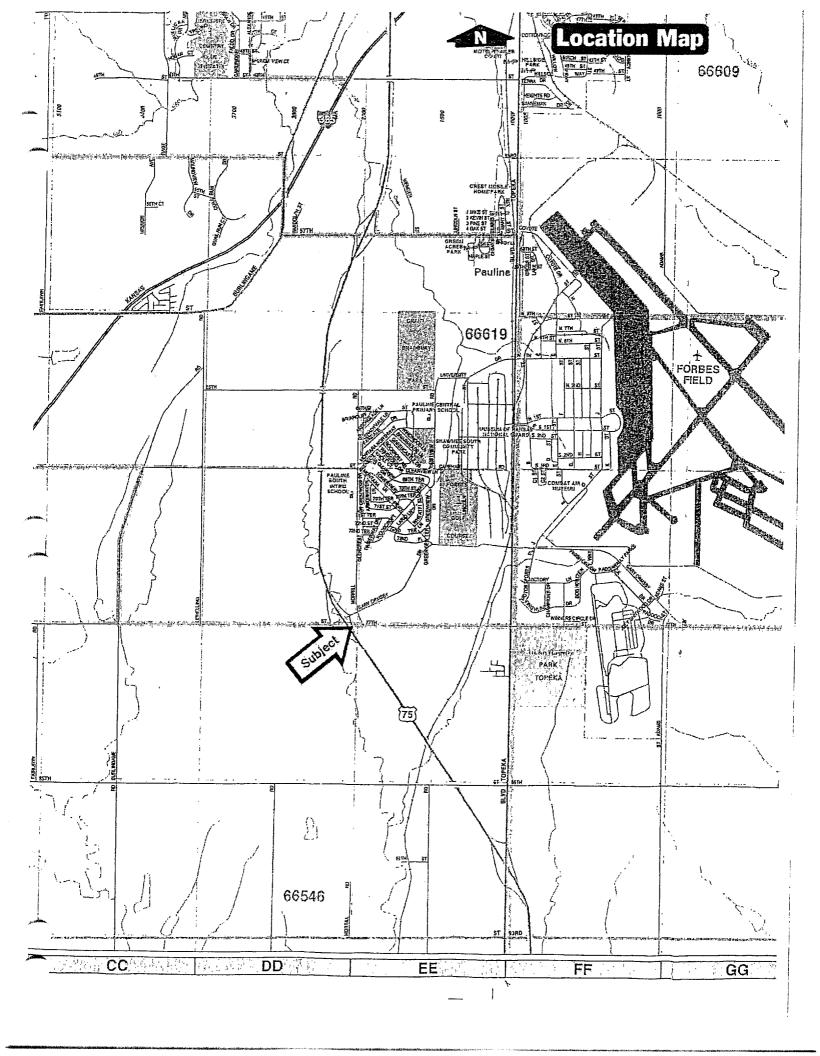
Option & Sale Agreement
Appraiser Qualifications, Robert C. Taggart, MAI



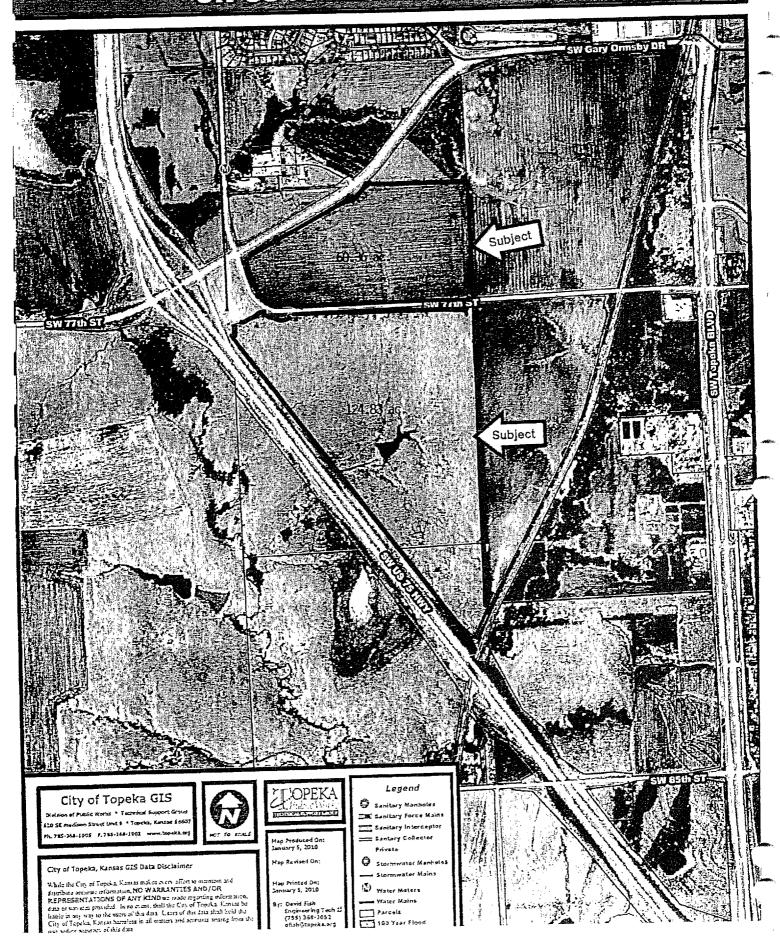
Looking north from SW 77th Street, Forbes Industrial Park in background

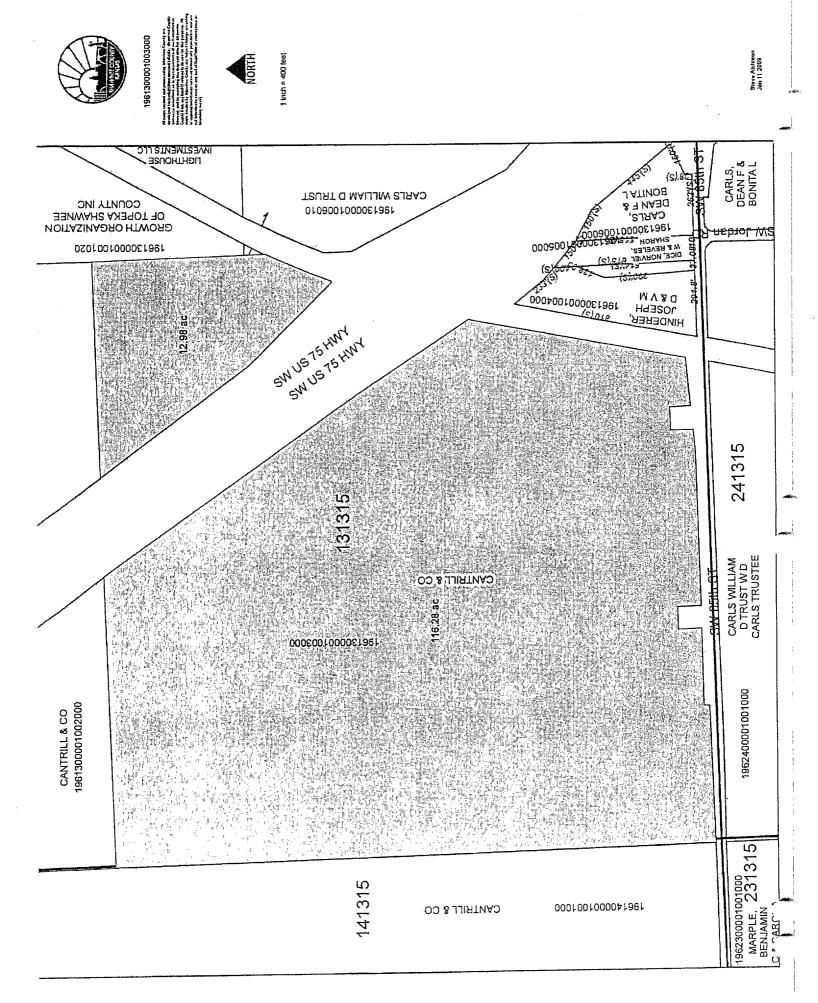


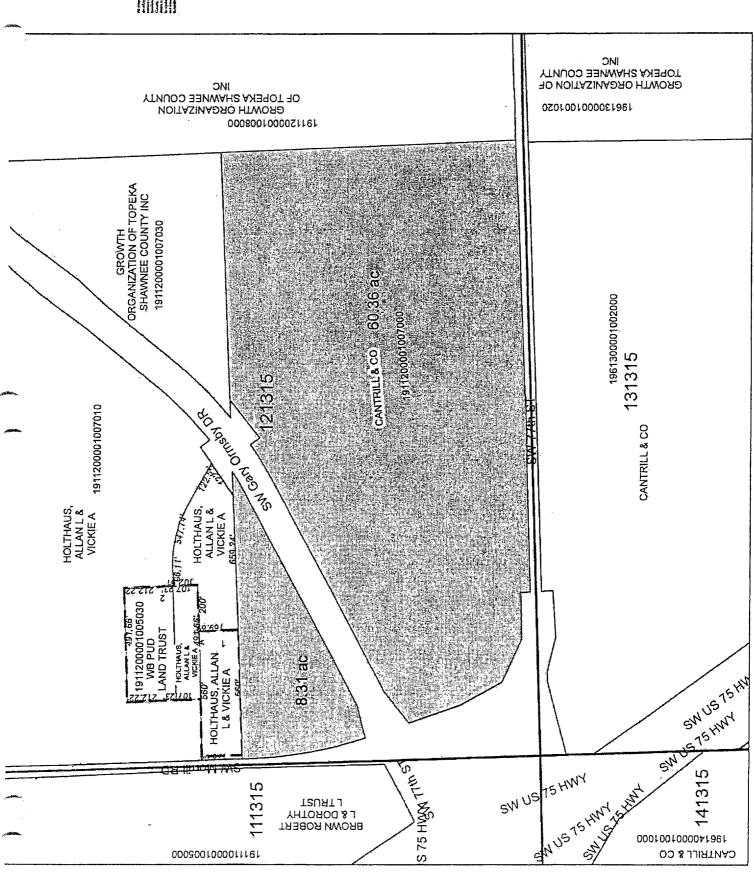
Looking south from SW 77th Street



SW US-75 HWY and SW 774h St



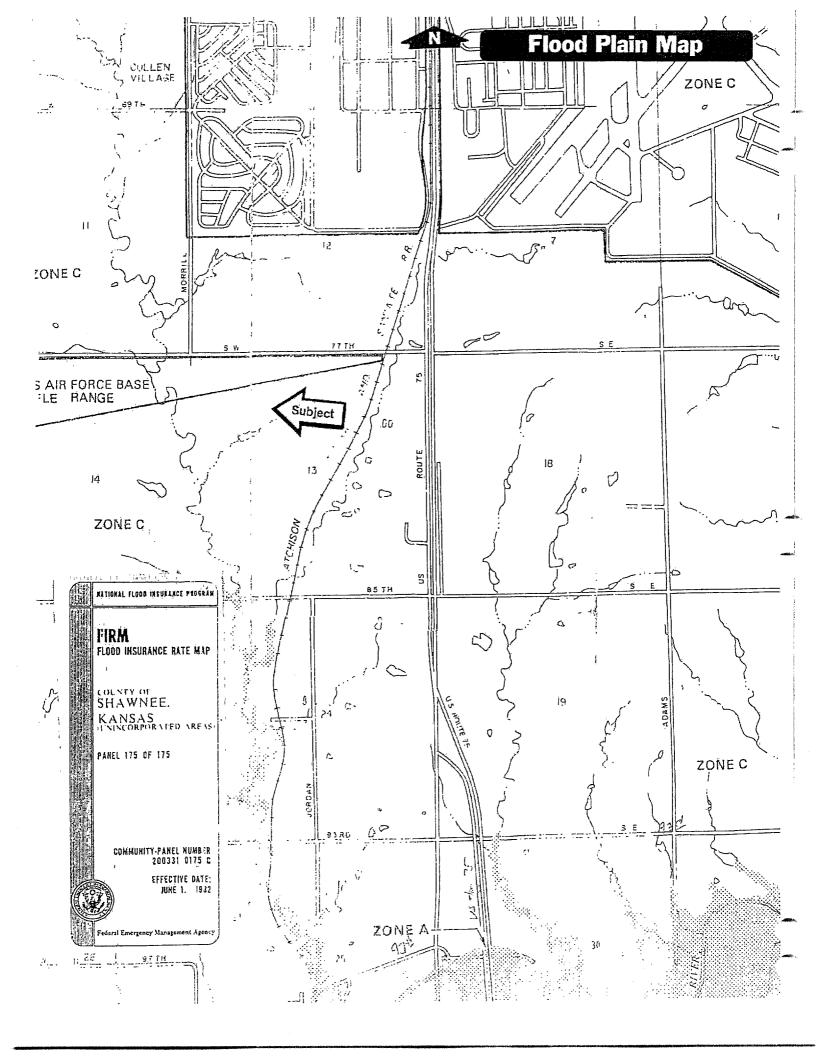






NORTH

1 Inch = 400 feet







for sale: INDUSTRIAL LAND OPPORTUNITY



75 & 77TH STREET. WAKARUSA. KS 66546 PROPERTY:

SALES PRICE:

\$10,000 per Acre; Cash at Closing

LAND SIZERF:

33,976,800+/- sq. ft.

LAND SIZE/ACRES:

780+/- acres

ZONING:

RR-1: Residential Site is split by I-75

SITE CONFIGURATION: TERRAIN:

Generally level

AIRPORT:

ELECTRIC SÉRVICE:

Forbes Field is within a 5 minute driving distance Westar Energy, not currently available to property

Kansas Gas Service, not currently available to property

GAS SERVICE:

City of Topeka, not currently available to property

WATER & SEWER: TRAFFIC COUNT:

11,400+1- cars per day on I-75

SITE FEATURES:

One of the last available large industrial tracts in Topeka with a perfect access. This site is split by I-75 with diamond interchange access leading to the Kansas Turnpike and I-470. Santa Fe rail crosses southern portion

of site.

785-228-5302 ed@kscommercial.com

Expedia

MapPoint



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, said parcel contains 8,142,635.88 square feet or 186.93 acres more or less, inclusive of the road right of way easement along Southwest 77th Street.



Location

Address

SW 49th Street

City, County, State, Zip

Topeka, Shawnee, Kansas,

Property Use Transaction Type Land-Industrial Sale

Location Description

Located on the north side of SW 49th Street on the east side of Hwy 75

Legal

Tax Parcel No

147-25-0-20-01-002-000

Legal Description

Beg 30' W & 25' N of SE Cor NW 1/4 of Sec 25-12-15, th W 1095.12', NW 444.9', N 1661.71', NE

751.54', E 1059.71', S 2274.96' to POB less ROW in the City of Topeka, Shawnee County,

Kansas. Recorded in Book 4274/Page 099.

Sale Data

Sale Date Date Recorded Sale Price 06-27-2006 06-27-2006 \$712,500

Cash Equivalent Price
Adjusted Price

\$712,500 \$712,500

Sale Terms

Seller Buyer Dana K. Anderson

Growth Organization of Topeka/Shawnee County, Inc.

Land Data

Size

75.000 Acres or 3,267,000 Sq. Ft.

Frontage Description

SW 49th Street I-1 Light Industrial

Zoning Shape

rectangular with angled NW corner

Sale Analysis

Price per Acre Price per Sq. Ft. \$9,500 (Actual Price) \$9,500 (Adjusted Price) \$0.22 (Actual Price) \$0.22 (Adjusted Price)

Remarks

Property is a 75-acre tract located on the east side of US Hwy 75 and the north side of SW 49th

Street, with the NW corner angled along the Turnpike ROW.

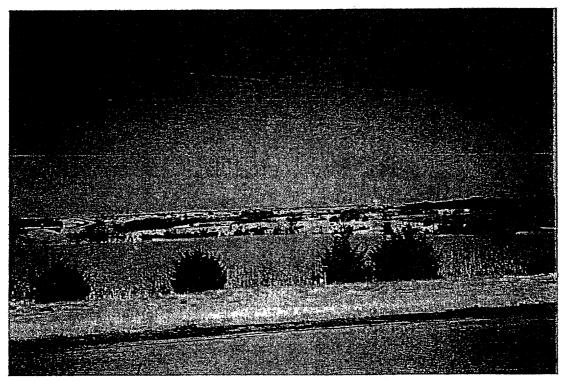
Confirmation

Data Source

county records/COV

Confirmed By

Dawn



Land Sale #1 looking north from SW 49th Street

Location

Property Name

Address

City, County, State, Zip

Property Use

Transaction Type Location Description Industrial Land 49th Street SW

Topeka, Shawnee, Kansas,

Land-Industrial

Sale

Located at SW 49th and Topeka Blvd. just south of the Frito Lay complex.

Legal

Tax Parcel No

147-25-0-10-02-002.00-0

Legal Description

Recorded in Book 4211/Page 682. W 1/2 NE 1/4, W 1/3 N 3/4 E 1/2 NE 1/4 Less ROW,

Section 25-12-15, City of Topeka, Shawnee County, Kansas

Sale Data

Sale Date Date Recorded

Sale Price Cash Equivalent Price Adjusted Price

06-07-2005 06-07-2005

\$855,959 \$855,959 \$855,959

Sale Terms

Seller

Buyer Rights Transferred Encumberances

CH Willsey, aka Charles W. Willsey, Sr. Frito Lay, Inc., a Delaware Corporation

Fee Simple Unknown

Land Data

Size

Highest and Best Use

Zoning

Utilities Shape Flood Hazard 99.430 Acres or 4,331,171 Sq. Ft.

Industrial

1-1 Light Industrial all available

Irregular none

Sale Analysis

Price per Acre Price per Sq. Ft. \$8,609 (Actual Price) \$8,609 (Adjusted Price) \$0.20 (Actual Price) \$0.20 (Adjusted Price)

Remarks

Purchased by adjacent owner, Frito Lay.

Confirmation

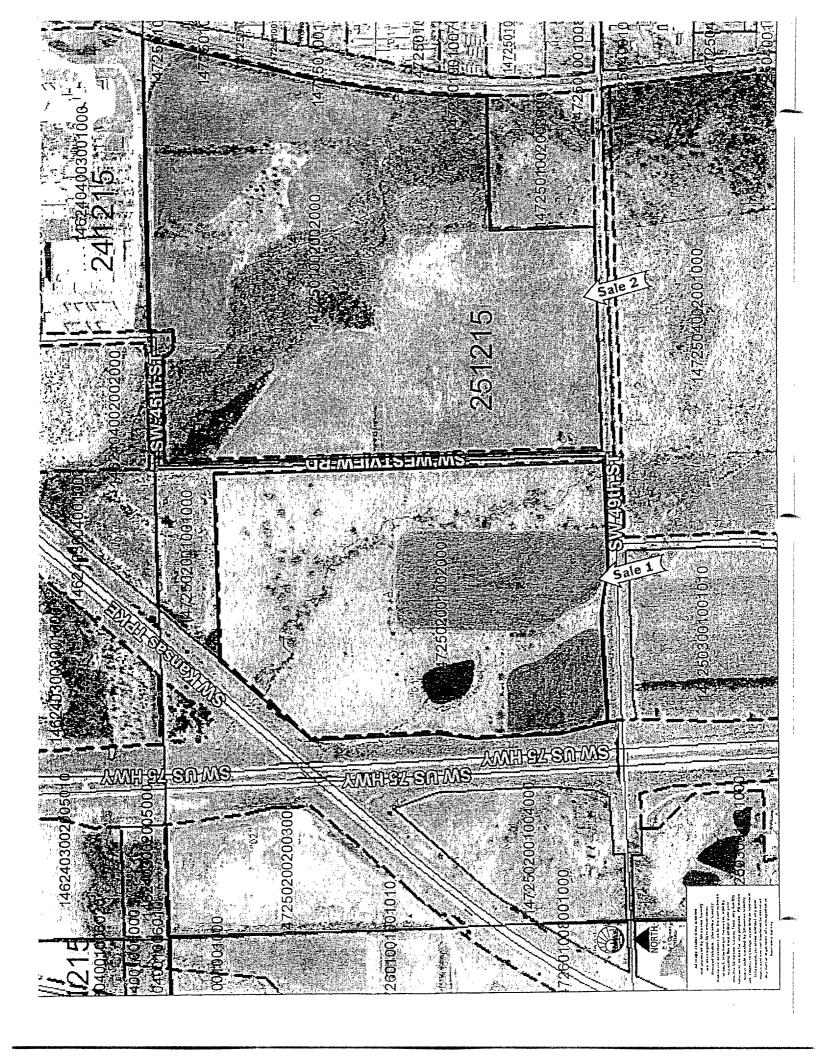
Data Source

County Appraiser

Confirmed By Vicky



Land sale #2 looking north from SW 49th Street



Location

Address

6035 SW Topeka Blvd

City, County, State, Zip

Topeka, Shawnee, Kansas, Land-Industrial

Property Use Transaction Type

Sale

Location Description

Located west of SW Topeka Blvd south of 57th Street south of Topeka

Legal

Tax Parcel No Legal Description 147-36-0-00-01-030-000 (larger parcel-subject has not been split out yet)
Long legal - parcel in S 1/2 SE 1/4 Sec 36-12-15, Shawnee County, Kansas.

Sale Data

Sale Date

12-18-2009

Date Recorded

12-18-2009

Sale Price

\$500,000

Cash Equivalent Price

\$500,000

Adjusted Price

\$500,000

Sale Terms

Seller

Emerson Dabney

Buyer

EMBEE, LLC

Sale Comments

Property sold from Emerson Dabney to EMBEE simultaneously with the EMBEE, LLC to LKQ contract on 12-18-09 (as per Mark Bunting). The 57.81 acres was considered by all parties to be

purchased at \$500,000. Sale has not yet been added to County records as of 1-5-10.

Land Data

Size

57,010 Acres or 2,483,356 Sq. Ft.

Zoning Dimensions RR-1 rural residential 1903.5' x 1323' approx.

Dimensions Shape

Rectangular

Sale Analysis

Price per Acre

\$8,770 (Actual Price) \$8,770 (Adjusted Price) \$0.20 (Actual Price) \$0.20 (Adjusted Price)

Price per Sq. Ft.

Remarks

Subject accessed by private road and easement through adjacent property.

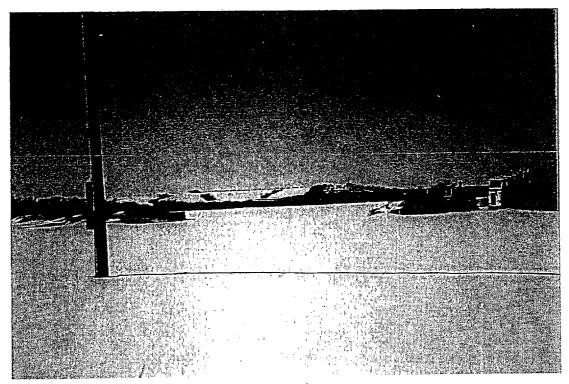
Confirmation

Data Source

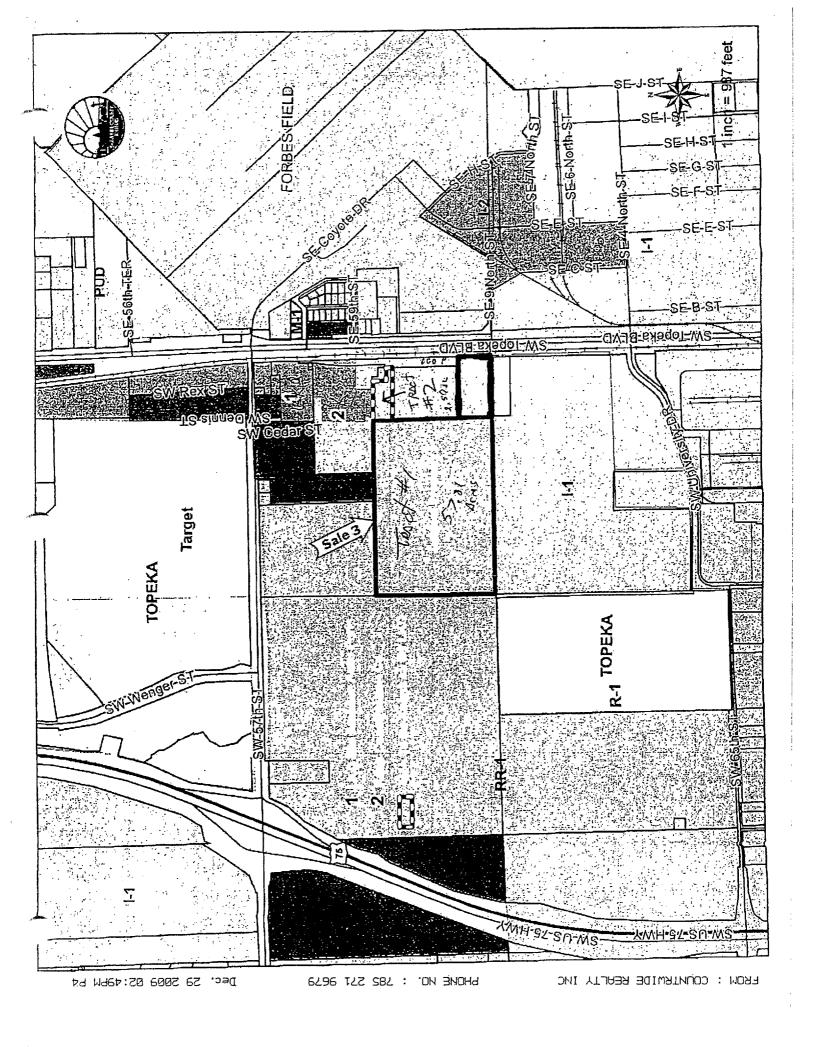
county records/Mark Bunting

Confirmed By

Dawn



Land sale #3 looking west from access road



MEMORANDUM OF OPTION TO PURCHASE REAL ESTATE

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

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.

BUYER:

GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC.

Douglas S. Kinsings, President Name/Title

STATE OF	Colorado	
COUNTY OF	Denny	SS:

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

Notary Public

My Commission Expires 08/20/2011

SS:

COUNTY OF SHAWNEE

BE IT REMEMBERED, that on this day of cord, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came for the County and State aforesaid, came for the 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.

HORA J. PATTON TAYLOR
OFFICIAL MY COMMISSION EXPIRES
October 31, 2009

Dera Fatton Jaylor Notlary Public

EXHIBIT A

Insert Legal Description.

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

- 9. <u>Terms of Sale</u>. If Buyer exercises the Option, then Seller shall sell and Buyer shall purchase the Property on the following terms and conditions:
 - a. <u>Purchase Price</u>. 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, guarantied 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. <u>Title</u>. 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

AFFIDAVIT & CERTIFICATION

File No. SN024639

State of Kansas, SHAWNEE County, ss:

1. That this affidavit is given to induce Kansas Secured Title - Shawnee County to issue a policy or policies of title insurance on behalf of a duly licensed and authorized title insurance company affecting the Land and any improvements located thereon (hereafter referred to as "the Land") described as:
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

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QUALIFICATIONS OF ROBERT C. TAGGART, MAI, CAE

PROFESSIONAL ASSOCIATIONS

MAI Member, Appraisal Institute, #3100
TAAR, Topeka Area Association of Realtors
NAR, National Association of Realtors
CAE, The International Association of Assessing Officers
State of Kansas Certified General Real Property Appraiser Certificate No. G-436

EDUCATION & SPECIAL TRAINING

Washburn University, B.A. Degree, 1951 Appraisal Institute:

15 Hour National USPAP Course, 2009; National USPAP Update, 2009; Office Building Valuation: A Contemporary Perspective, 2008; National USPAP Update, 2007; Valuation of Detrimental Conditions in Real Estate, 2007; The Challenges of Easements, Eminent Domain & Right-of-Way, 2006; Analyzing Distressed Real Estate, 2006; Business Practices and Ethics, 2006; National Uniform Standards of Professional Practice, 2004; Subdivision Analysis, 2004; Capitalization Theory, 2003; The Road Less Traveled – Special Purpose Properties, 2003; Standards of Professional Appraisal Practice, 2002; Valuation of Detrimental Conditions, 2002; Eminent Domain & Condemnation Appraising, 2000; General Applications, 1996; Highest & Best Use and Market Analyses, 1995; Understanding Limited Appraisals and Appraisal Reporting Options, 1994; the Appraiser's Complete Review Seminar, 1993; Reviewing Appraisals

American Institute of Real Estate Appraisers:

Real Estate Appraisal Principles; Basic Valuation Procedures; Standards of Professional Practice; Capitalization Theory and Techniques A & B; Residential Valuation; Case Studies in Real Estate Valuation; and Litigation Valuation

Seminar; Relocation Appraising, 1992; Residential Appraisal Reports from a Reviewer's

Other Courses and Seminars Include:

Perspective, 1992

National USPAP Update, 2009; Marshall Swift Cost Approach – Commercial, 2005; Appraisal Report Writing; Valuation of Lease Interests; Subdivision Analysis; Rates, Ratio and Reasonableness; Industrial Valuation; Hotel/Motel Valuation; Feasibility Analysis and Highest & Best Use; Easement Valuation; Discount Cash Flow Analysis; Condominium Analysis and Valuation; Rural Appraisals; Cash Equivalency; Income Property Valuation; and Asset Management and Disposition

PROFESSIONAL ORGANIZATIONS

Society of Real Estate Appraisers (through December 1990). Past Vice Governor 27th District, Past President Topeka Chapter; Topeka Board of Realtors, Past Director, Vice President and President; National Association of Realtors; Kansas Farm Managers and Rural Appraisers Association; Kansas Real Estate Appraisal Board.

EXPERIENCE

Actively engaged since 1948 in real estate sales, appraisals, loans, construction, and development of residential, multifamily, commercial and industrial properties in the Topeka area and central United States. Qualified as an expert witness in real estate valuation before State and Federal District Courts. Completed several City, County and State projects for acquisition, right of way and temporary easements.

B. Type of Loan 1. □ FHA 2. □ FmHA 3. □ Conv Unins	6. File Number	7. Loan Nu	mber	8. Mortgage Ins	Case Number
4. □ VA 5. □ Conv Ins. 6. □ Seller Finance	SN024639				
C. Note: This form is furnished to give you a statemen	t of actual settlement cost	s. Amounts paid to	and by the scatterness	agent are shown.	hems marked
"(p.o.c.)" were paid outside the closing; they	are shown here for miorio	ational purposes and	E Name & A	idress of Lender	
D. Name & Address of Borrower Growth Organization of Topeka/Shawnee County,	E. Name & Address of S Cantrill & Co., a parin		1.71	,	
Inc.	CAMP III CE COO, II p				
120 SE 6th	,		,		
Suite I10					
Topeka, KS 66603			1		
C Promotive		H. Settlement Agen	Name		
G. Property Location		Kansas Secured Ti	tie - Shawnee Coun	ty	
13S;15E;12;SW, Shawnee County		901 N.E. River Road, Suite 200			
SW Morrill Road		Topeka, KS 66616	Tax ID: 48-12280	130	
Topeka, KS 66619					
		Place of Seulement	d		I. Settlement Date 1/25/2010
	ļ		tie - Shawaee Coun	rty	Fund: 1/25/2010
		3501 Fairlawn Rd. Topeka, KS 66614			1000, 1720/2020
J. Summary of Borrower's Transaction			eller's Transaction		
100. Gross Amount Due from Borrower		400. Gross Amou			
101. Contract Sales Price	\$1,660,000.00	401. Contract Sale	s Price		\$1,660,000.
102. Personal Property	<u> </u>	402. Personal Pro	perty		
103. Settlement Charges to borrower	- \$266.00	403.			
104.		404.			
105,		405.			
Adjustments for items paid by seller in advance		Adjustments for	tems paid by seller	in advance	
106. City property taxes		406. City property	taxes		
107. County property taxes		407. County prop	erty taxes		
108. Assessment Taxes		408. Assessment	l'axes		
109. School property taxes		409. School prope	ny taxes		
110. MUD taxes		410. MUD taxes			
111, Other taxes		411. Other taxes			
112.		412.	·		
113.		413.			
114.		414.			
115.		415.			
116.		416.			21 442 222
120. Gross Amount Due From Borrower	\$1,660,266.00		n Amount Due to Se	llar	\$1.660,000.4
200. Amounts Paid By Or in Behalf Of Borrower	1	501. Excess Depo			T
201. Deposit or earnest money			harges to Seller (line	1400)	\$69,687.0
202. Principal amount of new loan(s)			n(s) Taken Subject to		307,007.1
203. Existing loan(s) taken subject to 204. Commitment fee		504.	us) iakui Subject k	,	
205. 2009 Real Estate Taxes are Paid in Full			tate Taxes are Paid i	- E.II	
		506.	ME 18XES HE LAIG I	n run	
206.	50 750 00				\$9,250.4
207. 1st Option Payment	\$9,250.00	507, 1st Option Pt 508, 2nd Option F			59,250.0
208. 2nd Option Payment	\$9,250.00	 	зульеш		39,2307
209. Adjustments for items unpaid by seller		509.	tems unpaid by sell-		
A.A. A.	T	712 71	-		Т
210. City property taxes 01/01/10 thru 01/25/10	\$60.25	511. County property		1/10 thra 01/25/10	\$60.3
211. County property taxes 01/01/10 thru 01/25/10 212. Assessment Taxes	300.23	512. Assessment 7		1110 till 2 01/25/10	3002
213. School property taxes		513. School prope			
214. MUD taxes	· · · · · · · · · · · · · · · · · · ·	514. MUD taxes	.,		—
215. Other taxes	- 	515. Other taxes			
216. TAX PRORATION BASED ON 186.93 ACRES	1		TION BASED ON	186.93 ACRES	1
217.	1	517.			
218. Reimbursement for Survey Expense	\$8,521.81		ent for Survey Expen	se	\$8,521.1
219.	10,140,00	519.			30,021.0
220, Total Paid By/For Borrower	\$27,082.06		ion Amount Due Se	fler	\$96,769.0
300. Cash At Settlement From/To Borrower	, 327,002.00		ement To/From Sel		370,783.0
301. Gross Amount due from borrower (line 120)	\$1,660,266.00	 	due to seller (line 4)		\$1,660,000.0
302. Less amounts paid by/for borrower (line 220)	\$27,082.06		us in amt. due seller (\$96,769.0
JOZ. 1235 ZINGINIS PERG DYNOL DOLLOWER (MIE 220)					

and the second s	1 1	
801. Loan Origination Fee % to		
802. Loan Discount % to		,
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's Inspection Fee to	<u> </u>	
806. Mortgage Insurance Application to		
807. Assumption Fee to		
808. Tax Service Fee to		
809. Underwriting Fee to		
810. Flood Certification to		
900. Items Required by Lender To Be Paid in Advance		
901. Interest from 1/25/2010 to 2/1/2010 @ S0/day		
902. Mortgage Insurance Premium for months to		
903. Hazard Insurance Premium for years to		
1000. Reserves Deposited With Lender		
1001. Hozard insurance months @ per month	\$0.00	
1002. Mortgage insurance months @ per month	\$0.00	
1003. City property taxes months @ per month	\$0.00	
1004. County property taxes months @ per month	\$0.00	
1005. Assessment Taxes months @ per month	\$0.00	
1006. School property taxes months @ per month	50.00	
1007. HOA Dues months @ per month	\$0.00	·
1008. Other taxes months @ per month	\$0.00	
1011, Aggregate Adjustment		
1100. Title Charges		***
1101. Seutlement or closing fee to Kansas Secured Title - Shawace County	\$250.00	\$250.00
1102. Abstract or title search to	-	
1103. Title examination to	 	
1104. Special Assessment Search to		······································
1105. Document preparation to		
1106. Name Search to		
1107. Attorney's fees to		
(includes above items numbers:		Similar Sun
and the second s		
1108. Title insurance to Knnsns Secured Title - Shawnee County (includes above items numbers:		\$3,001.00
1109. Lender's coverage \$0.00/\$0.00.		
1110. Owner's coverage \$1,660,000.00/\$3,001.00		
1111. Wire Fees to Kansas Secured Title - Shawnee County		520.00
1200. Government Recording and Transfer Charges		
1201. Recording Decil \$32.60; Mortgage; Rel to Register of Decils	\$16.00	\$16.00
1202. City/county tax/stamps Deed; Mortgage to		
1203. State tax/stamps Deed; Morigage to		
1204. Tax certificates to		
1205. Conveyance Fee to		
1300. Additional Settlement Charges		
1301. Plat Drawing to Bartlett & West Engineers POC (B) \$8,521.81		·
1302. Pest Inspection to		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$266.00	\$69,687.00
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate		

disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement

Growth Organization of Topeka/Shawnce County, Inc.

Cantrill & Co., a partnership

By

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have squeed the funds to be disbursed in accordance with this statement.

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010

File No. SN024639

L. Settlement Charges					PaidFrom
700. Total Sales/Broker's Commission based on p	rice \$1,660,8	00.00 @4 % ≃ S	66,480,00	Paid From	
Division of Commission (line 700) as folio	280			Borrower's	Sciler's
701. \$66,400,00	KS Commercial Re	al Estate Services	}	Funds at	Funds at
702.				Scalement	Settlement
703, Commission Paid at Seniement				\$0.00	566,400,00
800. Items Psymble in Connection with Loan					
801. Loss Origination Fee: 1/2 to	,				
802. Loan Discount % to		• •			
203. Appraical Fee 14	,				
804, Credit Report to)				
805. Lender's Inspection Fee to)				
806. Mortenge Insurance Application to					
807. Assemption Foc	·				
808. Tax Service Fee to					
\$09. Underwining Fee x					
810, Flood Certification k					
0101 = 1000					
900. Items Required by Lender To Be Paid in Ad 901. Interest from 1/25/2610 to 2/1/2610	@ 50/day				
TVE. PIVISEIS EDUCATION TO THE PROPERTY OF THE					
7W. 1-20 P. 1-10 P. 1-	 				
1000. Reserves Denocited With Lender	months @	per month		90.02	
1001, Hazard insurance	months @	per month		\$0.00	
1002, Morteage insurance	months @	per month		60.02	
1003. City property taxes	months @	per month		50.00	
1004. County property taxes	mosths@	per month		90,02	
1005, Assessment Taxes	months @	per month		50.60	
1006 School property taxes	months @	per mostir		50.00	
1007. FOA Does	months (4)	per za carda		50.00	
1008 Other taxes	monus (14				
1011. Approprie Adjustment					
1109. Tide Charges	Kansas Secured Ti	No. Sheemen County		\$250.69	\$250.00
THE MANUELLE AND ASSESSED AND ADDRESS OF THE PARTY OF THE		OC 10200000			
TIOZ ABSTACT OF DEC SCHOOL					
TIO, HECKMONIANO		······································			
TRA TRACE ASSESSED OF THE PROPERTY OF THE PROP					········
1103 DOCUMENT OF SPECIAL					
1106 Name Search					
1107. Attorney's fees t	9		· · · · · · · · · · · · · · · · · · ·	W. C. & March 1	7 24.04.3
(includes above items numbers;	0 Im	W. Chamber Country			\$3,001,00
1108 THE HARASTA	o Kansas Secured T	ne-Sounder County		1 3 3 3 4 5 5 7 6	
finefudes above items numbers:					- 1 1 2 2 2 2
1107. 121011710171	50.00/50.00 .	<u> </u>		A NUZA	
1110, CIMBELS DOYCLESS	1,660,000.00/53,001.0			,	\$20,00
LLIL HIMELON		de-Shawate County			
1200. Government Recording and Transfer Cha		5		516.00	516,00
1201, Recording Deed \$32.60; Mortungs;		Register of Dords		GA10-PW	
1202. City/county tac/stamps Dood; Morapage	10				
1203 State tex/stamps Deed : Morteage	to				
1204 Tax certificates t					
1205. Conveyance Fee 1	<u>.</u>				
1300, Additional Settlement Charges			*****************************		<u> </u>
1301. Plat Drawing 1	o Bartlett & West E	neinters	POC (B) \$2,521.21		
1302 Pest Inspection	0				500 card ca
1400. Total Sefflement Charges fenter on lines 10	3, Section J 2nd 502,	Section K)		\$266.00	\$69,687.00
There carefully reviewed the HUD-1 Settlement Sta	terrent and to the best o	A DUA PURDINICATE STIC DONG	it is a troe and accurate	statement of all rocei	D-1 Settlement

The HUD-1 Sediement Substance of Topela/Shawace County, Inc.

SETILEMENT AGENT CERTIFICATION

The HUD-1 Sediement Substance of Market Property of States as a second of this franciscion. I for the model of the second of the second States on this or any other similar from. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1010.

Previous Falisians are Obsolete

Page 2

from HUB-1 (3/26) Handbook 4305.2 Commission

L. Settlement Charges	d on price \$1,660,000.00 @4 % = \$66,400.00	Paid From	Paid Srow
700. Total Sales/Broker's Commission base		Paid From Seller's	
Division of Commission (line 700) a		Borrowar's	Funds at
701. \$66,400.00	to KS Commercial Real Estate Services	Funds at	Settlement
702.	to	Settlement	
703. Commission Paid at Settlement		\$0.00	\$66,400.0
800. Items Payable in Connection with Loa	3		
801. Loan Origination Fee %	to		
802. Loan Discount %	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Leader's Inspection Fee	10		
806. Mortgage Insurance Application	to		
807. Assumption Fee	to		
308. Tax Service Fee	tó		
309. Underwriting Fee	to		
10. Flood Certification	10		
00. Items Required by Lender To Be Paid	n Advance		
01. Interest from 1/25/2010 to 2/1	/2010 @ S0/day		-
02. Mortgage Insurance Premium for months	to		
03. Hazard Insurance Premium for years	to		
000. Reserves Deposited With Lender			
001. Hazard insurance	months @ per month	\$0.00	
002. Mortgage insurance	months @ per month	\$0.00	
003. City property taxes	months @ per month	\$0.00	
004. County property taxes	months @ per month	\$0.00	
005. Assessment Taxes	months @ per month	\$0,00	
006. School property taxes	months @ per month	\$0.00	
007. HOA Dues	months @ per month	50.00	
008. Other taxes	months @ per month	\$0.00	
011. Aggregate Adjustment	тония ш ра тони	30.00	
100. Title Charges			
101. Settlement of closing fee	to Variational Tale Change Conta		
102. Abstract or title search	to Kausas Secured Title - Shawnee County	\$250,00	\$250.00
103. Title examination	to		
	to		
104. Special Assessment Search	to		·
105. Document preparation	to		
106. Name Search	to		
107. Attorney's fees	to		
(includes above items numbers:	the state of the s)	
108. Title insurance	10 Kansas Secured Title - Shawnee County		\$3,001.0
includes above items numbers:)	
109. Lender's coverage	\$0.00/\$0.00.		*.
110. Owner's coverage	\$1,660,000.00/53,001.00		
111. Wire Fees	to Kansas Secured Title - Shawnee County		\$20,0
200. Government Recording and Transfer (Charges		
201. Recording Deed \$32.00; Monga	ge ; Red to Register of Deeds	\$16.00	\$16.00
202. City/county tax/stamps Deed : Mortgag			
203. State tax/stamps Deed ; Mortgag	ė to		
204. Tax certificates	to		
705. Conveyance Fee	to		
00. Additional Settlement Charges			
01. Plat Drawing	to Bartlett & West Engineers POC (B) \$8,527	181	
02. Pest Inspection	10		
		\$266.00	\$69,687.00
00. Total Settlement Charges (enter on lines	103, Section J and 502, Section K)		
502. Pest Inspection 100. Total Settlement Charges (enter on lines have carefully reviewed the HUD-1 Settlement sbursements made on my account or by me in t	Statement and to the best of my knowledge and belief, it is a true and accr	rate statement of all receipts	and
100. Total Settlement Charges (enter on fine have carefully reviewed the HUD-1 Settlement sbursements made on my account or by me in t stement.	Statement and to the best of my knowledge and belief, it is a rue and accu his transaction. I further certify that I have received a completed copy of	rate statement of all receipts pages 1, 2 and 3 of this HUD	-1 Settlement
100. Total Settlement Charges (enter on Enc. have carefully reviewed the HUD-1 Senlement sbursements made on my account or by me in t	Statement and to the best of my knowledge and belief, it is a rue and accu his transaction. I further certify that I have received a completed copy of	rate statement of all receipts pages 1, 2 and 3 of this HUD	and -1 Settlement
100. Total Settlement Charges (enter on lines have carefully reviewed the HUD-1 Settlement sbursements made on my account or by me in to stement. Towth Organization of Topeka/Shewnee Count	Statement and to the best of my knowledge and belief, it is a true and accu- his transaction. I further certify that I have received a completed copy of	rate statement of all receipts pages 1, 2 and 3 of this HUD	and -1 Settlement
00. Total Settlement Charges (enter on fine ave carefully reviewed the HUD-1 Settlement abursements made on my account or by me in t stement.	Statement and to the best of my knowledge and belief, it is a true and accu- his transaction. I further certify that I have received a completed copy of	rate statement of all receipts pages 1, 2 and 3 of this HUD	and -1 Settlement

SETTLEMENT AGENT CERTIFICATION
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with his staffment

Settlement agent

Date

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include a fine and imprisonment. For details see: Trile 18 U.S. Code Section
1001 and Section 1010.

Previous Editions are Obsolete