

## REAL ESTATE AND LOAN PURCHASE AGREEMENT

THIS REAL ESTATE AND LOAN PURCHASE AGREEMENT (the “*Agreement*”) is made and entered into as of August 27, 2015 (the “*Effective Date*”), by and between TITAN FISH TWO, LLC, a Kansas limited liability company (“*Seller*”), and LCRA HOLDINGS CORPORATION, a nonprofit corporation formed under the provisions of the Missouri Nonprofit Corporation Act (“*Buyer*”).

### RECITALS:

#### Blairmont Loan Documents

A. On or about October 25, 2007, Corn Belt Bank and Trust Company (“*Corn Belt Bank*”) extended certain financing to BlairMont Associates Limited Company (“*BlairMont*”) in the amount of Three Million Dollars (\$3,000,000.00) (the “*BlairMont Loan*”);

B. To evidence the BlairMont Loan, BlairMont executed that certain Promissory Note dated as of October 25, 2007 in the original principal amount of Three Million Dollars (\$3,000,000.00) in favor of Corn Belt Bank (the “*BlairMont Note*”);

C. The indebtedness and obligations under the BlairMont Note are secured by (i) that certain Deed of Trust and Security Agreement, dated October 25, 2007 and recorded October 26, 2007 in the Office of the Recorder of Deeds for the City of St. Louis, State of Missouri, in Book 10262007, beginning at page 0193 (the “*BlairMont Deed of Trust*”), encumbering certain real property located in the City of St. Louis, State of Missouri, as more particularly described in the BlairMont Deed of Trust (the “*BlairMont Property*”); and (ii) that certain Limited Continuing Unconditional Guaranty dated as of October 25, 2007 and executed by Paul J. McKee, Jr. (“*McKee*”) and the Paul J. McKee Revocable Trust dated September 19, 1990 (the “*McKee Trust*”), whereby McKee and the McKee Trust jointly, severally and unconditionally guaranteed to Corn Belt Bank the full and prompt payment of up to thirty-five percent (35%) of all BlairMont’s obligations to Corn Belt Bank under the BlairMont Note (the “*BlairMont Guaranty*”);

D. Seller is the holder of the BlairMont Note, the BlairMont Deed of Trust, the BlairMont Guaranty and all other documents executed in connection with the BlairMont Loan (collectively, the “*BlairMont Loan Documents*”), true and accurate copies of which are attached hereto as Exhibit A;

#### N&G Loan Documents

E. On or about October 25, 2007, Corn Belt Bank extended certain financing to N&G Ventures, L.C. (“*N&G*”) in the amount of Three Million Dollars (\$3,000,000.00) (the “*N&G Loan*”);

F. To evidence the N&G Loan, N&G executed that certain Promissory Note dated as of October 25, 2007 in the original principal amount of Three Million Dollars (\$3,000,000.00) in favor of Corn Belt Bank (the “*N&G Note*”);

G. The indebtedness and obligations under the N&G Note are secured by that certain Deed of Trust and Security Agreement, dated October 25, 2007 and recorded October 26, 2007 in the Office of the Recorder of Deeds for the City of St. Louis, State of Missouri, in Book 10262007, beginning at page 0192 (the "*N&G Deed of Trust*"), encumbering certain real property located in the City of St. Louis, State of Missouri, as more particularly described in the N&G Deed of Trust (the "*N&G Property*"); and (ii) that certain Limited Continuing Unconditional Guaranty dated as of October 25, 2007 and executed by McKee and the McKee Trust, whereby McKee and the McKee Trust jointly, severally and unconditionally guaranteed to Corn Belt Bank the full and prompt payment of up to thirty-five percent (35%) of all N&G's obligations to Corn Belt Bank under the N&G Note (the "*N&G Guaranty*");

H. Seller is the holder of the N&G Note, the N&G Deed of Trust, the N&G Guaranty and all other documents executed in connection with the N&G Loan (collectively, the "*N&G Loan Documents*"), true and accurate copies of which are attached hereto as Exhibit B;

#### **Noble Loan Documents**

I. On or about October 25, 2007, Corn Belt Bank extended certain financing to Noble Development Company, LLC ("*Noble*") in the amount of Three Million Dollars (\$3,000,000.00) (the "*Noble Loan*");

J. To evidence the Noble Loan, Noble executed that certain Promissory Note dated as of October 25, 2007 in the original principal amount of Three Million Dollars (\$3,000,000.00) in favor of Corn Belt Bank (the "*Noble Note*");

K. The indebtedness and obligations under the Noble Note are secured by that certain Deed of Trust and Security Agreement, dated October 25, 2007 and recorded October 26, 2007 in the Office of the Recorder of Deeds for the City of St. Louis, State of Missouri, in Book 10262007, beginning at page 0191 (the "*Noble Deed of Trust*"), encumbering certain real property located in the City of St. Louis, State of Missouri, as more particularly described in the Noble Deed of Trust (the "*Noble Property*"); and (ii) that certain Limited Continuing Unconditional Guaranty dated as of October 25, 2007 and executed by McKee and the McKee Trust, whereby McKee and the McKee Trust jointly, severally and unconditionally guaranteed to Corn Belt Bank the full and prompt payment of up to thirty-five percent (35%) of all Noble's obligations to Corn Belt Bank under the Noble Note (the "*Noble Guaranty*");

L. Seller is the holder of the Noble Note, the Noble Deed of Trust, the Noble Guaranty and all other documents executed in connection with the Noble Loan (collectively, the "*Noble Loan Documents*"), true and accurate copies of which are attached hereto as Exhibit C;

#### **VHS Loan Documents**

M. On or about October 25, 2007, Corn Belt Bank extended certain financing to VHS Partners LLC ("*VHS*") in the amount of Three Million Dollars (\$3,000,000.00) (the "*VHS Loan*"), and collectively with the BlairMont Loan, the N&G Loan and the Noble Loan, the "*Loans*");

N. To evidence the VHS Loan, VHS executed that certain Promissory Note dated as of October 25, 2007 in the original principal amount of Three Million Dollars (\$3,000,000.00) in favor of Corn Belt Bank (the “*VHS Note*”);

O. The indebtedness and obligations under the VHS Note are secured by that certain Deed of Trust and Security Agreement, dated October 25, 2007 and recorded October 26, 2007 in the Office of the Recorder of Deeds for the City of St. Louis, State of Missouri, in Book 10262007, beginning at page 0190 (the “*VHS Deed of Trust*”, and collectively with the BlairMont Deed of Trust, the N&G Deed of Trust and the Noble Deed of Trust, the “*Deeds of Trust*”), encumbering certain real property located in the City of St. Louis, State of Missouri, as more particularly described in the VHS Deed of Trust (the “*VHS Property*” and collectively with the N&G Property, Noble Property, BlairMont Property, the “*Mortgaged Property*”); and (ii) that certain Limited Continuing Unconditional Guaranty dated as of October 25, 2007 and executed by McKee and the McKee Trust, whereby McKee and the McKee Trust jointly, severally and unconditionally guaranteed to Corn Belt Bank the full and prompt payment of up to thirty-five percent (35%) of all VHS’ obligations to Corn Belt Bank under the VHS Note (the “*VHS Guaranty*”, and collectively with the BlairMont Guaranty, the N&G Guaranty and the Noble Guaranty, the “*Guaranties*”);

P. Seller is the holder of the VHS Note, the VHS Deed of Trust, the VHS Guaranty and all other documents executed in connection with the VHS Loan (collectively, the “*VHS Loan Documents*”), true and accurate copies of which are attached hereto as Exhibit D;

### **The FDIC and Multibank**

Q. On February 13, 2009, the Illinois Department of Financial and Professional Regulation, Division of Banking closed Corn Belt Bank and the Federal Deposit Insurance Corporation (the “*FDIC*”) was named receiver for Corn Belt Bank;

R. On October 15, 2009, the BlairMont Note, the N&G Note, the Noble Note and the VHS Note (collectively, the “*Notes*”) each matured;

S. On or about December 14, 2009, BlairMont, N&G, Noble, VHS and various other entities merged into Northside Regeneration, LLC, a Missouri limited liability company (“*Northside*”), leaving Northside as the surviving company;

T. The FDIC, as receiver for Corn Belt Bank, assigned all rights, title and interest in and to the BlairMont Loan and the BlairMont Loan Documents to Multibank 2009-1 RES-ADC Venture LLC (“*Multibank*”) pursuant to (i) that certain Omnibus Assignment dated as of February 9, 2010 (the “*BlairMont Assignment*”), (ii) that certain Allonge dated as of February 9, 2010 (the “*BlairMont Allonge*”), and (iii) that certain Assignment of Real Estate Deed of Trust dated effective as of February 9, 2010 and recorded May 27, 2010 in the Office of the Recorder of Deeds of the City of St. Louis, State of Missouri, in Book 05272010, beginning at page 0022 (the “*BlairMont Deed of Trust Assignment*” and together with the BlairMont Assignment and the BlairMont Allonge, the “*BlairMont Assignment Documents*”), true and accurate copies of which are attached hereto as Exhibit E;

U. The FDIC, as receiver for Corn Belt Bank, assigned all rights, title and interest in and to the N&G Loan and the N&G Loan Documents to Multibank pursuant to (i) that certain Omnibus Assignment dated as of February 9, 2010 (the “*N&G Assignment*”), (ii) that certain Allonge dated as of February 9, 2010 (the “*N&G Allonge*”), and (iii) that certain Assignment of Real Estate Deed of Trust dated effective as of February 9, 2010 and recorded May 27, 2010 in the Office of the Recorder of Deeds of the City of St. Louis, State of Missouri, in Book 05272010, beginning at page 0019 (the “*N&G Deed of Trust Assignment*” and together with the N&G Assignment and the N&G Allonge, the “*N&G Assignment Documents*”) true and accurate copies of which are attached hereto as Exhibit F;

V. The FDIC, as receiver for Corn Belt Bank, assigned all rights, title and interest in and to the Noble Loan and the Noble Loan Documents to Multibank pursuant to (i) that certain Omnibus Assignment dated as of February 9, 2010 (the “*Noble Assignment*”), (ii) that Assignment and Lost Instrument Affidavit dated as of February 9, 2010 (the “*Noble Note Assignment*”), and (iii) that certain Assignment of Real Estate Deed of Trust dated effective as of February 9, 2010 and recorded May 27, 2010 in the Office of the Recorder of Deeds of the City of St. Louis, State of Missouri, in Book 05272010, beginning at page 0020 (the “*Noble Deed of Trust Assignment*” and together with the Noble Assignment and the Noble Note Assignment, the “*Noble Assignment Documents*”), true and accurate copies of which are attached hereto as Exhibit G;

W. The FDIC, as receiver for Corn Belt Bank, assigned all rights, title and interest in and to the VHS Loan and the VHS Loan Documents to Multibank pursuant to (i) that certain Omnibus Assignment dated as of February 9, 2010 (the “*VHS Assignment*”), (ii) that certain Allonge dated as of February 9, 2010 (the “*VHS Allonge*”), and (iii) that certain Assignment of Real Estate Deed of Trust dated effective as of February 9, 2010 and recorded May 27, 2010 in the Office of the Recorder of Deeds of the City of St. Louis, State of Missouri, in Book 05272010, beginning at page 0021 (the “*VHS Deed of Trust Assignment*” and together with the VHS Assignment and the VHS Allonge, the “*VHS Assignment Documents*”), true and accurate copies of which are attached hereto as Exhibit H;

X. On or about November 16, 2010, Multibank, Northside, McKee, the McKee Trust, and other affiliates of McKee (collectively, the “*Obligors*”) entered into that certain Forbearance Agreement (the “*Forbearance Agreement*”), a true and accurate copy of which is attached hereto as Exhibit I, pursuant to which Multibank agreed to refrain from exercising any of its rights and remedies to collect sums due and owing under the Notes;

Y. Northside, McKee, the McKee Trust and the other Obligors failed to satisfy the Settlement Obligations (as such terms are defined in the Forbearance Agreement). Specifically, Obligors failed to make (1) the First Phase II Payment as and when required by Section 4.5(b) of the Forbearance Agreement, and (2) the annual Phase I Paid Interest payment as and when required by Section 4.5(b) of the Forbearance Agreement;

Z. On November 19, 2012, Multibank notified Obligors of the foregoing defaults by sending a Notice of Delinquency and Opportunity to Cure under Forbearance Agreement (the “*Default Notice*”) in accordance with Section 5.1 of the Forbearance Agreement. A true and correct copy of the Default Notice is attached hereto as Exhibit J;

AA. Obligors failed to cure such defaults within fifteen (15) days following their receipt of the Default Notice, as required under the Forbearance Agreement. Such failure constituted an Event of Default under Section 5.1 of the Forbearance Agreement and provided the holder of the Notes with the right to declare the termination of the Forbearance Period (as that term is defined therein) and to proceed to enforce its rights under the Loan Documents without further notice to the Obligors;

BB. On or about March 9, 2015, Multibank assigned to Seller all of its rights, title, and interest in and to the BlairMont Loan, the BlairMont Loan Documents, the N&G Loan, the N&G Loan Documents, the Noble Loan, the Noble Loan Documents, the VHS Loan and the VHS Loan Documents (collectively, the "*Loan Documents*"). Multibank's assignments were evidenced by certain Omnibus Assignments and Allonges dated as of March 9, 2015 and March 20, 2015, as applicable (except an Allonge for the Noble Note, for which a Lost Note Affidavit was provided) (collectively, the "*Seller Assignment Documents*"). True and correct copies of the Seller Assignment Documents are attached hereto as Exhibit K;

CC. Seller is the sole owner and holder of the Loan Documents, is in possession of the original Notes (executed by each of the respective entities which have been merged into Northside), and is the party entitled to enforce the terms of the Loan Documents;

DD. Seller has taken the following actions to enforce its rights under the Loan Documents;

(i) On April 6, 2015, Seller filed suit against Northside, McKee, the McKee Trust in St. Louis County Circuit Court, Case No. 15 SL-CC01193, which action is pending (the "*Pending Litigation*");

(ii) On June 23, 2015, Seller purchased a portion of the Mortgaged Property (collectively referred to as the "*Foreclosed Property*") at a foreclosure sale conducted by LRF Trustee, LLC, a Missouri limited liability company, on behalf of Seller, as owner and holder of the Loan Documents. The Foreclosed Property is legally described on Exhibit L attached hereto and incorporated herein by reference.

EE. In addition to the Loan Documents, Seller has in its files certain documents and instruments, including without limitation title insurance commitments and policies, tax returns, financial statements, credit reports, appraisals, correspondence and other documents of Corn Belt Bank, Multibank or Seller which are relevant to the Loans (the "*Loan Files*");

FF. Seller has agreed to sell and Buyer has agreed to purchase Seller's right, title and interest in: (a) the Loan Documents and Seller's right to all principal, unpaid interest, fees and any other amounts now or hereafter due under the Notes and other Loan Documents; and (b) the Foreclosed Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are, to the best knowledge of Seller, true and correct and are incorporated herein as part of this Agreement.

2. **The Sale of the Foreclosed Property, Loans and Loan Documents.** For the Purchase Price and upon and subject to the terms, conditions and provisions herein set forth, on the Closing Date (as defined below), Seller shall sell, transfer, assign, grant and convey to Buyer, its successors and assigns: (i) the Loans, the Loan Documents, the right to collect or recover all principal, unpaid interest, fees and any other amounts now or hereafter due under the Notes and other Loan Documents, including all causes of action to collect or recover said amounts, and the Loan Files; and (ii) the Foreclosed Property.

3. **Purchase Price.** The purchase price ("*Purchase Price*") for the Foreclosed Property, the Loans and the Loan Documents shall be Five Million and 00/100 Dollars (\$5,000,000.00). On the Closing Date, Buyer shall pay the Purchase Price to Seller in the manner set forth in Section 7 hereinafter.

4. **Title and Deed for the Property; Assignment of Loans.** On the Closing Date, Seller shall sell and convey to Buyer: (i) fee simple title to the Foreclosed Property by special warranty deed (the "*Deed*"); and (ii) the Loans and the Loan Documents, by executing allonges, omnibus assignments, and deed of trust assignments (collectively, the "*Assignment Documents*"), in forms reasonably approved by Buyer.

5. **Financial Conditions to Close.** Notwithstanding any other provision of this Agreement, Buyer shall not be obligated to purchase the Loans, Loan Documents and the Foreclosed Property unless and until: (a) the Municipal Finance Corporation, the Land Clearance for Redevelopment Authority of the City of St. Louis, and the Board of Estimate and Apportionment for the City of St. Louis approve and authorize the transactions contemplated by this Agreement and/or the funding for the transactions contemplated by this Agreement; and (b) the Loan Agreement between the St. Louis Municipal Finance Corporation and Pulaski Bank, N.A. and the Second Amended and Restated Trust Indenture between St. Louis Municipal Finance Corporation and UMB Bank, N.A., as trustee, are executed and in full force and effect.

6. **Closing Date.** The transactions contemplated by this Agreement shall be closed in escrow through First American Title Insurance Company (the "*Title Company*"), at its office at 1201 Walnut, Suite 700, Kansas City, Missouri 64106, as escrow agent, on September 4, 2015 (the "*Closing Date*").

7. **Deliveries at Closing.**

7.1 Seller shall deposit with the Title Company on or before the Closing Date: (i) the Deed; (ii) the original Notes, Guaranties and Deeds of Trust; (iii) the Assignment Documents; (iv) any title affidavit reasonably requested by the Title Company; (v) such documents and instruments as the Title Company reasonably requires to evidence the due formation and valid existence of Seller and Seller's authority to enter into and perform its obligations under this Agreement and to convey the Foreclosed Property to Buyer as herein provided; (vi) a certificate (the "*Non-Foreign Certificate*") as to Seller's non-foreign status under the provisions of Section 1445 of the Internal Revenue Code of 1986, as amended, and Treasury

Regulations thereunder; (vii) the closing statement prepared by the Title Company, approved by both parties and signed by Seller (the "*Closing Statement*"); (viii) the Loan Files; (ix) such additional escrow closing instructions to the Title Company as Seller desires, which shall be consistent with the provisions of this Agreement ("*Seller's Closing Instructions*"); and (x) copies of any UCC financing statements with respect to the Loans, together with UCC-3 amendments amending the name of the secured party to Buyer.

7.2 Seller shall deliver possession of the Foreclosed Property to Buyer on the Closing Date.

7.3 Buyer shall deposit with the Title Company on or before the Closing Date: (i) by federal wire transfer of immediately available funds to the Title Company's escrow account, an amount equal to the balance of the Purchase Price, minus prorations as herein provided and all other amounts to be paid by Buyer at closing as herein provided; (ii) such documents and instruments as the Title Company reasonably requires to evidence the due formation or organization and valid existence of Buyer and Buyer's authority to enter into and perform its obligations under this Agreement; (iii) the Closing Statement signed by Buyer; and (iv) such additional escrow closing instructions to the Title Company as Buyer desires, which shall be consistent with the provisions of this Agreement ("*Buyer's Closing Instructions*").

7.4 Upon receipt of all of the documents and funds described in Sections 7.1 and 7.3 above, the Title Company shall (i) disburse funds as indicated in Seller's Closing Instructions and the Closing Statement; (ii) cause the Deed to be recorded in the appropriate records; (iii) deliver to Buyer the original Deed, as recorded, the original Assignment Documents, as recorded (as necessary), the Non-Foreign Certificate, and an original counterpart of the Closing Statement signed by Seller and the Title Company; and (iv) deliver to Seller a photocopy of the Deed, as recorded, and an original counterpart of the Closing Statement signed by Buyer and the Title Company.

7.5 Upon the deliveries by the Title Company described in Section 7.4, Seller consents to the substitution of Buyer for Seller in the Pending Litigation.

8. **Closing Costs.** Seller shall pay the following costs at closing: (i) the Title Company's fee for acting as escrow agent; (ii) the cost of recording the Deed and any other documents to be recorded in connection with the sale and conveyance of the Foreclosed Property; and (iii) all certificates, instruments and documents which Seller or Buyer are required to deliver or cause to be delivered as provided in this Agreement.

9. **Prorations and Adjustments.** All general state, county and city taxes and installments of special assessments (if any) levied or assessed against the Foreclosed Property (collectively, "*Taxes*") shall be paid to the collecting authorities by Seller if due and payable on or before the Closing Date and by Buyer if due and payable thereafter. However, the Taxes for the tax fiscal year in which the Closing Date occurs (the "*Proration Period*") shall be prorated between Seller and Buyer at closing, with Seller bearing only the expense of that proportion of such Taxes that the number of days in the Proration Period to and including the Closing Date bears to 365. Buyer shall pay its prorata share of such Taxes to Seller in cash at closing. If the actual amount of the Taxes for the Proration Period is not ascertainable on the Closing Date, the

amount of Taxes for the immediately preceding tax fiscal year shall be used for purposes of such proration, and such proration shall be final and binding upon the parties.

10. **Conditions to Obligations of Buyer.** The obligation of Buyer hereunder to purchase the Foreclosed Property, the Loans and the Loan Documents is subject to:

10.1 The accuracy of all of the representations and warranties of Seller under this Agreement in all material respects as of the Closing Date;

10.2 Seller delivering to Buyer all documents required to be delivered by Seller hereunder;

10.3 Seller having complied with all of the material terms of this Agreement applicable to Seller; and

10.4 The satisfaction of the Financial Conditions to Close set forth in Section 5 hereinabove.

11. **Conditions to Obligations of Seller.** The obligations of Seller hereunder are subject to:

11.1 The accuracy of all of the representations and warranties of Buyer under this Agreement in all material respects as of the Closing Date;

11.2 Buyer having delivered the Purchase Price to the Title Company; and

11.3 Buyer having complied with all of the material terms of this Agreement.

12. **Additional Payment.** As additional consideration for Seller's sale of the Foreclosed Property, the Loans and the Loan Documents to Buyer, in the event that the National Geospatial-Intelligence Agency ("NGA") acquires the Foreclosed Property within the NGA Site (defined hereinafter) from Buyer for the purpose of relocating its existing facility to the property generally depicted on Exhibit M attached hereto (the "NGA Site" and which property includes the Foreclosed Property), Buyer shall pay to Seller an additional payment (the "Additional Payment") in the amount of Two Million and 00/100 Dollars (\$2,000,000.00). The Additional Payment shall be paid concurrently with the closing of the first transaction through which the NGA (or the entity purchasing on the NGA's behalf) acquires any portion of real property within the NGA Site from Buyer by wire transfer of immediately available funds to an account designated by Seller.

13. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that as of the date hereof:

13.1 Seller is a limited liability company existing under the laws of the State of Kansas, and is legally authorized to enter into this Agreement, to consummate the transactions contemplated herein, and to execute and deliver all documents required herein;



13.2 Assuming due execution by Buyer, this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (regardless of whether such enforcement is considered in a proceeding in equity or at law);

13.3 Seller is the successor-in-interest to Corn Belt Bank's rights in the Loans and is the owner of and holds all right, title and interest of Corn Belt Bank under the Loan Documents, and has not sold, transferred, encumbered, pledged or otherwise transferred the Loans or Loan Documents since acquiring the Loans and Loan Documents on March 9, 2015;

13.4 To the best of Seller's knowledge, and except as to properties commonly known as (i) 2546-48 Warren Street, St. Louis, MO 63106, (ii) 2307 Montgomery Street, St. Louis, MO 63106, (iii) 2519 North Market Street, St. Louis, MO 63106, and (iv) 2523 Warren Street, St. Louis, MO 63106, Seller has good and marketable title in and to the Foreclosed Property and has full right to transfer ownership (subject to the terms, conditions and limitations herein) therein to Buyer free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest arising after March 9, 2015;

13.5 Seller is in possession of the Loan Documents and the original Notes;

13.6 To the best of Seller's knowledge, the Loan Documents constitute legal, valid, binding, and enforceable obligations of Northside and Seller has no knowledge of any claim by Northside against Seller arising, or resulting from Seller's conduct under the Loan Documents;

13.7 To the best of Seller's knowledge, the outstanding balances of the Notes (which costs do not include attorney's fees or certain other charges due under the Notes) as of August 15, 2015 are as follows:

Note	Principal	Interest	Costs/ Fees	Total
BlairMont	\$3,000,000.00	\$503,015.49	\$15,465.40	\$3,518,480.89
N&G	3,000,000.00	503,015.49	15,547.05	3,518,562.54
Noble	3,000,000.00	1,303,015.49	15,556.55	4,318,572.04
VHS	3,000,000.00	503,015.49	15,547.02	3,518,562.51

13.8 Other than the documents attached hereto in Exhibits A through K and the Loan Files, Seller has no knowledge, possession or ownership of other documents relating to the Loans and Seller is conveying to Buyer all Loan Documents it acquired from Multibank;

13.9 Except with respect to the foreclosure of the Foreclosed Property referenced in paragraph DD(ii) hereinabove, Seller has not entered into any modification of the Loan Documents, nor has it executed any release of the property encumbered by the Deeds of Trust;

13.10 Except as otherwise provided herein, Seller has not executed any assignment, pledge, or transfer of any of its rights assigned to Buyer hereby (other than to Buyer);

13.11 To the best of Seller's knowledge, Seller has not done anything which might prevent or limit Buyer in exercising or enforcing any of the provisions of the Loan Documents;

13.12 To the best of Seller's knowledge, there is no litigation or other proceeding pending or threatened with respect to Seller which is reasonably likely to adversely affect the sale of the Foreclosed Property or the Loan Documents or the execution, delivery or enforceability of this Agreement;

13.13 To the best of Seller's knowledge, the execution and delivery of this Agreement by Seller and Seller's performance and compliance with the terms of this Agreement will not (i) violate Seller's organizational documents, (ii) violate any law, regulation or administrative decree or order to which Seller is subject, or (iii) constitute a default under, or result in a breach of, any material contract, agreement or other instrument to which Seller is a party or which may be applicable to Seller or any of its assets;

13.14 To the best of Seller's knowledge, no consent, approval, authorization or order of any court or governmental agency or body is required for the execution, delivery and performance by Seller or compliance by Seller with this Agreement, or the consummation by Seller of the transactions contemplated by this Agreement, except such as have been obtained.

Seller shall be deemed to have remade its representations and warranties set forth in Section 13 of this Agreement as of the Closing Date.

**14. Representations and Warranties of Buyer.** Buyer represents, warrants and covenants to Seller, as of the date hereof that:

14.1 Buyer is a nonprofit corporation existing under the laws of the State of Missouri and is legally authorized to enter into this Agreement, to consummate the transactions contemplated herein, and to execute and deliver all documents required herein;

14.2 Assuming due authorization, execution and delivery by Seller, this Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (regardless of whether such enforcement is considered in a proceeding in equity or at law);

14.3 To the best of Buyer's knowledge, there is no litigation or other proceeding pending or threatened with respect to Buyer which is reasonably likely to adversely affect the purchase of the Foreclosed Property or the Loan Documents or the execution, delivery or enforceability of this Agreement;

14.4 To the best of Buyer's knowledge, the execution and delivery of this Agreement by Buyer and Buyer's performance and compliance with the terms of this Agreement will not (i) violate Buyer's organizational documents, (ii) violate any law, regulation or administrative decree or order to which Buyer is subject, or (iii) constitute a default under, or result in a breach of, any material contract, agreement or other instrument to which Buyer is a party or which may be applicable to Buyer or any of Buyer's assets;

14.5 To the best of Buyer's knowledge, no consent, approval, authorization or order of any court or governmental agency or body is required for the execution, delivery and performance by Buyer or compliance by Buyer with this Agreement, or the consummation by Buyer of the transactions contemplated by this Agreement, except such as have been obtained;

14.6 Buyer has been provided copies of the Notes, Deeds of Trust and Guaranties attached hereto as Exhibits A, B, C, and D, has reviewed them together with counsel of its choice, understands and accepts all of the terms and conditions thereof.

Renewal of Representations. Buyer shall be deemed to have remade its representations and warranties set forth in Section 14 of this Agreement as of the Closing Date.

15. **Agreement Runs With the Land.** The provisions of this Agreement shall run with the land and shall be binding upon the parties hereto and their legal representatives, successors and assigns.

16. **Access to Information.** To the extent not protected by Seller's privilege, upon Buyer's request, Seller shall provide Buyer copies of the Loan Files, including the Loan Documents and all financial statements and other information gathered by Seller with respect to the Loans.

17. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be given by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller: Titan Fish Two, LLC  
8349 Monticello Road  
Shawnee, Kansas 66227  
Attn: Joseph W. Campbell

With a copy to: Lewis Rice LLC  
1010 Walnut, Suite 500  
Kansas City, MO 64106  
Attn: Kyle M. Binns

If to Buyer: LCRA Holdings Corporation  
c/o St. Louis Development Corporation  
1520 Market Street, Suite 2000  
St. Louis, MO 63103  
Attn: David A. Meyer

With a copy to: Armstrong Teasdale LLP  
7700 Forsyth Blvd., Suite 1800  
St. Louis, Missouri 63105  
Attention: David L. Going

Notices given by personal delivery or overnight delivery service shall be deemed given and received on the date of actual receipt by the addressee. Notices given by registered or certified mail shall be deemed given on the date of registration or certification thereof and shall be deemed received on the earlier of (i) the date of the return receipt therefor, or (ii) 3 days after deposit of same in the mail.

18. **Brokers.** Each party represents and warrants to the other party that it has had no dealings with any broker, agent or finder in connection with this transaction. Each party agrees to indemnify and save the other party harmless from all claims, liability and expense (including reasonable attorneys' fees) made against or suffered or incurred by the other party as a result of a breach of the foregoing representation, which obligation of each party shall survive the closing and delivery of the Deed.

19. **Condition of the Foreclosed Property; "AS IS" Sale.** Buyer expressly acknowledges and agrees that the Foreclosed Property is being purchased "AS IS," "WHERE IS" and "WITH ALL FAULTS," latent and patent. BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE SET FORTH IN THE DEED), EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND PAST, PRESENT OR FUTURE, WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE FORECLOSED PROPERTY, INCLUDING THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE FORECLOSED PROPERTY; (III) COMPLIANCE OF THE FORECLOSED PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, ORDINANCES, REGULATIONS OR REQUIREMENTS OF APPLICABLE GOVERNMENTAL AUTHORITIES (COLLECTIVELY, "LAWS"), INCLUDING ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE FORECLOSED PROPERTY; (V) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE FORECLOSED PROPERTY; (VI) THE CONDITION, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE FORECLOSED PROPERTY; OR (VII) ANY OTHER MATTER CONCERNING THE FORECLOSED PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS NOT RELYING ON ANY INFORMATION CONCERNING THE FORECLOSED PROPERTY PROVIDED OR TO BE

PROVIDED BY SELLER, AND AGREES THAT BY ACCEPTING THE DEED AT CLOSING, BUYER SHALL BE DEEMED TO WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE FORECLOSED PROPERTY OR ANY HAZARDOUS MATERIALS ON THE FORECLOSED PROPERTY. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE FORECLOSED PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. The provisions of this Section 19 shall survive the closing, delivery of the Deed and all other performances hereunder.

## 20. INDEMNITY.

20.1 Seller agrees to indemnify Buyer against and hold Buyer harmless from any liability, cost, loss, damage or expense (including reasonable attorneys' fees and expenses) incurred by Buyer resulting from or arising out of: (i) Seller's acts or omissions prior to the date of this Agreement under, in connection with or relating to the Loan Documents; (ii) the inaccuracy of any of Seller's obligations, representations or warranties set forth herein; or (iii) the breach of any of Seller's covenants and agreements contained herein;

20.2 Buyer agrees to indemnify Seller against and hold Seller harmless from any liability, cost, loss, damage or expense (including reasonable attorneys' fees and expenses) incurred by Seller resulting from or arising out of: (i) Buyer's acts or omissions after the date of this Agreement under, in connection with or relating to the Loan Documents; (ii) the inaccuracy of any of Buyer's obligations, representations or warranties set forth herein; or (iii) the breach of any of Buyer's covenants and agreements contained herein.

21. **Assignment.** Neither Buyer nor Seller shall assign or transfer its rights or obligations under this Agreement without the consent of the other party, and no such assignment or transfer in violation of the foregoing provision shall be valid or enforceable.

22. **Attorneys' Fees and Costs.** Buyer and Seller agree to pay their own costs and expenses incurred in connection with this Agreement and any modification, supplement or waiver (or proposed modification, supplement or waiver) of any of the terms of this Agreement. Buyer shall pay all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental authority in respect of this Agreement. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and other reasonable costs of suit as fixed by the court.

23. **General Provisions.** This Agreement and the exhibits attached hereto contain the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the sale contemplated hereunder. Such exhibits are incorporated herein by this reference. No modification of this Agreement shall be effective unless made in writing and executed by Seller and Buyer. Time is of the essence in the performance of all obligations under this Agreement. The words "include," "includes" and "including" shall be deemed followed by the phrase "without limitation." The words "herein," "hereof," "hereunder" and similar terms shall refer to

this Agreement unless the context requires otherwise. Where the context requires, the neuter gender shall include the masculine and/or feminine, and the singular shall include the plural and vice versa. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. This Agreement shall be binding upon and, subject to the provisions of Section 21 hereof regarding assignment, inure to the benefit of the parties hereto and their respective successors and assigns.

24. **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

25. **Severability of Provisions.** If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be held invalid for any reason whatsoever, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

26. **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or among the parties written or oral, that may have related in any way to the subject matter hereof.


27. **Counterparts.** This Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]  
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**SELLER:**

TITAN FISH TWO, LLC,  
a Kansas limited liability company

By:   
Name: Joseph W. Campbell  
Title: Managing Member

**BUYER:**

LCRA HOLDINGS CORPORATION

By: \_\_\_\_\_  
Name: Otis Williams  
Title: Executive Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**SELLER:**

TITAN FISH TWO, LLC,  
a Kansas limited liability company

By: \_\_\_\_\_  
Name: Joseph W. Campbell  
Title: Managing Member

**BUYER:**

LCRA HOLDINGS CORPORATION

By:   
Name: Otis Williams  
Title: Executive Director