

stewart title®

COMMERCIAL DIVISION
1220 WASHINGTON, SUITE 102
KANSAS CITY, MISSOURI 64105
(816) 988-9752 - FAX (816) 988-9753
e-mail -- dennis@stewart.com

R# 18067

August 26, 2013

VIA Regular Mail

Mr. W. Stephen Nixon
County Counselor
Jackson County Courthouse, 2nd Floor
415 E. 12th Street
Kansas City, MO 64106

Re: File No. 01109-5820 505 Properties to Jackson County, Missouri

Dear Mr. Nixon:

In the course of archiving this file, it was discovered the following items had not been delivered to you:

Owner's Title Policy O-9301-002830964

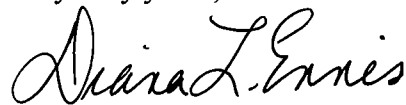
Original E-recorded Warranty Deed 2013E0035777

Original E-recorded Assignment, Assumption and Consent Agreement 2013E0035778.

Copies

Our apologies for the delay in delivering these items to you.

Very truly yours,



Diana L. Ennis
Commercial Division Manager

Enclosures – as indicated

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at <http://www.stewart.com>.
ALTA Owner's Policy (6/17/06)

**OWNER'S POLICY OF TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY**

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

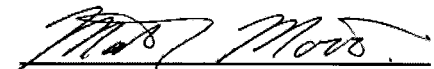
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:



Authorized Countersignature

stewart
title guaranty company


Matt Morris
President and CEO

Stewart Title Company
700 Northeast R. D. Mize Road, Suite
200
Blue Springs, MO 64014
(816) 988-9200
Agent ID: 250020




Denise Carraux
Secretary

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File No. 01109-5820

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AMERICAN
LAND TITLE
ASSOCIATION



COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.



CONDITIONS (Continued)

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

SCHEDULE A

**Name and Address of
Title Insurance Company:**

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 01109-5820

Policy No.: O-9301-002830964

Address Reference: 505 E 14th Street, Kansas City, MO 64106
601 E 14th Street, Kansas City, MO 64106
(For Company Reference Purposes Only)

Amount of Insurance: \$3,390,000.00

Premium (Risk Rate): \$2,762.00

Date of Policy: April 10, 2013 at 2:11:00 PM

1. Name of Insured:

Jackson County, Missouri

2. The estate or interest in the Land that is insured by this policy is:

Fee as to Tracts I, II, IV and V, Leasehold as to Tract III

3. Title is vested in:

Jackson County, Missouri

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT I: (fee simple)

Lots A, B, G, and H, Block 68, except that part in Highway I-35, in McGEE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

TRACT II: (fee simple)

Lots 953 and 954, together with the West 1/2 of vacated Cherry Street lying East of and adjoining said Lots, Block 68, McGEE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, AND all of Lots 955 and 956, together with the West 1/2 of vacated Cherry Street lying East of and adjoining said Lots, Block 68, except that part of said Lots in Highway I-35, in McGEE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

TRACT III: (leasehold) Shari K. Williams and William J. Williams (fee owners)

The leasehold estate created by a certain indenture of lease made by Fred P. Schell, Jr., and Elyzabeth H. Schell, husband and wife, to James F. Lillis, Jr., dated August 6, 1962, and recorded August 30, 1962, in Book 5530 at Page 307, as Document No. B-422518, tenants interest assigned to Southwestern Bell Telephone Company by the instrument recorded August 29, 1975, as Document No. K-270065 in Book 618 at Page 592. Tenants interests further conveyed to 505 Properties LLC, a Missouri limited liability company in Document No. 2005K0084455 re-recorded in Document Nos. 2007E0061534 and 2007E0079019, as affected by Assignment, Assumption and Consent Agreement dated April 5, 2013 and recorded April 10, 2013 as Instrument No. 2013E0035778, demising and leasing for a term of years beginning September 1, 1962 and ending August 31, 2061, the following-described premises, to-wit:

All that part of Lots 967 and 968, Block 69, McGEE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, that lies Northerly of lines described as beginning at the Southwest corner of said Lot 968 and running Northeasterly by a straight line a distance of 75.50 feet to a point 25.35 feet North and 71.13 feet East of the said Southwest corner of Lot 968 and thence Northeasterly by a straight line to a point in the East line 32.61 feet South of the Northeast corner of said Lot 967, Block 69, McGEE'S ADDITION, together with the East 1/2 of vacated Cherry Street lying West of and adjoining said Lots 967 and 968, Block 69, McGee's Addition.

TRACT IV: (fee simple)

Lots C, D, E, and F, Block 68, McGEE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

TRACT V:

The North-South alley next East of Locust Street from the South line of 14th Street to the North line of I-35 as vacated by Ordinance No. 45810 as Document No. K274670 in Book 629 at Page 1213, filed October 17, 1975.



SCHEDULE B

File No.: 01109-5820

Policy No.: O-9301-002830964

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

Standard Exceptions:

1. a. Rights or claims of parties in possession not shown by the public records.
- b. Easements, or claims of easements, not shown by the public records.
- c. Any encroachment, encumbrance, violation, variation, or adverse circumstances that would be disclosed by an accurate and complete land survey of the Land.
- d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- e. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

2. Taxes for the year 2013 and subsequent years.
3. Utility easement in vacated Cherry Street, reserved in Ordinance No. 29094, vacating the same and certain restrictions affecting the vacated areas as therein set forth. (Tracts II and III)
4. Lack of direct access to Highway No. I-35 from the premises in question, such right of access having been granted to the State of Missouri by the deed filed in Book 5478 at Page 631. (Tracts I and II)
5. Lack of direct access to Highway No. I-35 from the premises in question, such right of access having been granted to the State of Missouri by the deed filed in Book 5511 at Page 61. (Tract III)
6. Amended Plan of Civic Plaza Redevelopment Corporation, approved by Ordinance No. 37349, passed March 20, 1970.
7. Easements, if any, for public utilities, pipelines or facilities installed in any portion of the vacated street or alley, lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same.
8. Easement granted to Trigen-Kansas City Energy Corp., as more fully set forth in the instrument recorded as Document No. 2007E0121478.
9. The leasehold estate created by a certain indenture of lease made by Fred P. Schell, Jr., and Elyzabeth H. Schell, husband and wife, to James F. Lillis, Jr., dated August 6, 1962, and recorded August 30, 1962, in Book 5530 at Page 307, as Document No. B-422518, tenants interest assigned to Southwestern Bell Telephone Company by



SCHEDULE B

the instrument recorded August 29, 1975, as Document No. K-270065 in Book 618 at Page 592. Tenants interests further conveyed to 505 Properties LLC, a Missouri limited liability company in Document No. 2005K0084455 re-recorded in Document Nos. 2007E0061534 and 2007E0079019, as affected by Assignment, Assumption and Consent Agreement dated April 5, 2013 and recorded April 10, 2013 as Instrument No. 2013E0035778, demising and leasing for a term of years beginning September 1, 1962 and ending August 31, 2061.

10. Right, title and interest, if any, of William J. Williams II, Kenna Williams, Barbara D. Schuette, Brian A. Williams, Kandi K. Daulton and Keith L. Williams as grantee beneficiary(s) under Beneficiary Deed executed by Shari K. Williams and William J. Williams as grantor(s) dated July 26, 1996 and recorded on August 8, 1996, under Document No. K35592 in Book 2880 at Page 333. (Tract III)
11. Tenancy either by month to month or by virtue of a written lease, by a party in possession of any part of the subject property.

NOTE: Any documents linked herein are provided for convenience only. Linked documents are not an abstract or attempt to abstract and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action.



STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

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

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

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

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

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

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

18067

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
04/10/2013 02:11:00 PM
WD FEE: \$ 27.00 3 Pages
INSTRUMENT NUMBER:
2013E0035777



MISSOURI WARRANTY DEED

THIS INDENTURE, Made on the 30th day of March, Two Thousand Thirteen, by and between

505 Properties, LLC, a Missouri Limited Liability Company

of the County of Jackson, State of Missouri, Grantor, and

Jackson County, Missouri

of the County of Jackson, State of Missouri, Grantee, (Mailing address of said first named Grantee is: 415 E. 12th St., Kansas City, MO 64106).

WITNESSETH: THAT THE SAID GRANTOR, in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to it paid by said Grantee (the receipt of which is hereby acknowledged), does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said Grantee, its successors and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Jackson and State of Missouri, to-wit:

See legal description attached hereto as Exhibit A and incorporated herein by this reference.

Subject to covenants, conditions, restrictions, reservations and easements, if any, now of record.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said Grantee and unto its successors and assigns forever; the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; and that it will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever; except as hereinbefore stated and except all taxes, general and special, not now due and payable.

STEWART TITLE 01109-5820 TS

MISSOURI WARRANTY DEED

THIS INDENTURE, Made on the 30th day of March, Two Thousand Thirteen, by and between

505 Properties, LLC, a Missouri Limited Liability Company

of the County of Jackson, State of Missouri, Grantor, and

Jackson County, Missouri

of the County of Jackson, State of Missouri, Grantee, (Mailing address of said first named Grantee is: 415 E. 12th St., Kansas City, MO 64106).

WITNESSETH: THAT THE SAID GRANTOR, in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to it paid by said Grantee (the receipt of which is hereby acknowledged), does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said Grantee, its successors and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Jackson and State of Missouri, to-wit:

See legal description attached hereto as Exhibit A and incorporated herein by this reference.


Subject to covenants, conditions, restrictions, reservations and easements, if any, now of record.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said Grantee and unto its successors and assigns forever; the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; and that it will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever; except as hereinbefore stated and except all taxes, general and special, not now due and payable.

STEWART TITLE 01109-5820 TS

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year last above written.

505 Properties, LLC,
a Missouri limited liability company


By: 
Adly Y. Abdelmalak, Trustee of the
Adly Y Abdelmalak Trust dated
January 27, 1999, member

ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On this 30th day of March, 2013, before me, a Notary Public in and for said county and state, personally appeared Adly Y. Abdelmalak, Trustee of the Adly Y. Abdelmalak Trust dated January 27, 1999, to me personally known, who, being by me duly sworn, did say that he is the authorized Member of 505 Properties, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company, and said Adly Y. Abdelmalak acknowledged said instrument to be the free act and deed of said limited liability company and trust, and that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


NOTARY PUBLIC
Print Name: Guadalupe Ruiz

My Commission Expires:
Jun 1, 2016

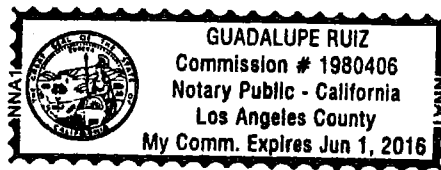


EXHIBIT A

TRACT I: (fee simple)

Lots A, B, G, and H, Block 68, except that part in Highway I-35, in McGEE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

TRACT II: (fee simple)

Lots 953 and 954, together with the West 1/2 of vacated Cherry Street lying East of and adjoining said Lots, Block 68, McGEE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, AND all of Lots 955 and 956, together with the West 1/2 of vacated Cherry Street lying East of and adjoining said Lots, Block 68, except that part of said Lots in Highway I-35, in McGEE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

TRACT III: (leasehold) Shari K. Williams and William J. Williams (fee owners)

The leasehold estate created by a certain indenture of lease made by Fred P. Schell, Jr., and Elyzabeth H. Schell, husband and wife, to James F. Lillis, Jr., dated August 6, 1962, and recorded August 30, 1962, in Book 5530 at Page 307, as Document No. B-422518, tenants interest assigned to Southwestern Bell Telephone Company by the instrument recorded August 29, 1975, as Document No. K-270065 in Book 618 at Page 592. Tenants interests further conveyed to 505 Properties LLC, a Missouri limited liability company in Document No. 2005K0084455 re-recorded in Document Nos. 2007E0061534 and 2007E0079019, demising and leasing for a term of years beginning September 1, 1962 and ending August 31, 2061, the following-described premises, to-wit:

All that part of Lots 967 and 968, Block 69, McGEE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, that lies Northerly of lines described as beginning at the Southwest corner of said Lot 968 and running Northeasterly by a straight line a distance of 75.50 feet to a point 25.35 feet North and 71.13 feet East of the said Southwest corner of Lot 968 and thence Northeasterly by a straight line to a point in the East line 32.61 feet South of the Northeast corner of said Lot 967, Block 69, McGEE'S ADDITION, together with the East 1/2 of vacated Cherry Street lying West of and adjoining said Lots 967 and 968, Block 69, McGee's Addition.

TRACT IV: (fee simple)

Lots C, D, E, and F, Block 68, McGEE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

TRACT V: (fee simple)

The North-South alley next East of Locust Street from the South line of 14th Street to the North line of I-35 as vacated by Ordinance No. 45810 as Document No. K274670 in Book 629 at Page 1213, filed October 17, 1975.

18067



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
04/10/2013 02:11:00 PM
ASSN FEE: \$ 81.00 21 Pages

INSTRUMENT NUMBER:
2013E0035778

Space above reserved for Recorder of Deeds certification

Title of Document: Assignment, Assumption and Consent Agreement

Date of Document: April 5, 2013

Grantor(s): 505 Properties, LLC, a Missouri limited liability company

Grantee(s): Jackson County, Missouri

Grantee(s) Mailing Address: 415 E. 12th St.
Kansas City, MO 64106

Legal Description: See Exhibit B

Reference Doc. No., Book & Page: Doc. No. B422518, Book 5530, Page 307
Doc. No. K270065, Book 618, Page 592
Doc. No. 2005K0084455, Doc. No. 2007E0061534,
and Doc. No. 2007E0079019

This page is for recording purposes only.

STEWART TITLE 01109-5820 TS

Space above reserved for Recorder of Deeds certification

Title of Document: Assignment, Assumption and Consent Agreement

Date of Document: April 5, 2013

Grantor(s): 505 Properties, LLC, a Missouri limited liability company

Grantee(s): Jackson County, Missouri

Grantee(s) Mailing Address: 415 E. 12th St.
Kansas City, MO 64106

Legal Description: See Exhibit B

Reference Doc. No., Book & Page: Doc. No. B422518, Book 5530, Page 307
Doc. No. K270065, Book 618, Page 592
Doc. No. 2005K0084455, Doc. No. 2007E0061534,
and Doc. No. 2007E0079019

This page is for recording purposes only.

STEWART TITLE 01109-5820 TS

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

ASSIGNMENT AND ASSUMPTION:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, 505 Properties, LLC, a Missouri Limited Liability Company ("Assignor"), hereby sells, transfers, assigns and sets over unto Jackson County, Missouri ("Assignee"), its legal representatives, successors and assigns all of Assignor's right, title and interest in, to and under (a) those certain leases referred to on Exhibit A attached hereto and made a part hereof (the "Leases") affecting the real estate legally described in the Agreement (as hereinafter defined) and commonly known as 601 E. 14th, Street, Kansas City MO (the "Property") and (b) the rent therein referred except, however, that portion of said rent attributable to periods of time prior to the Closing Date (as defined in that certain Agreement of Purchase and Sale by and between Assignor and Assignee, dated as of February 20, 2013, the "Agreement").

Assignee does hereby accept the foregoing Assignment and Assumption of Leases subject to the terms and conditions herein and in the Ground Lease, and does hereby assume, as of the date hereof, and become responsible for and agree to perform, discharge, fulfill and observe all of the obligations, terms, covenants, provisions and conditions under the Ground Lease arising from and after the Closing Date, and Assignee agrees to be liable for the observance and performance thereof as fully as though Assignee was the original landlord or lessor thereunder. Assignee agrees to protect, defend, indemnify and hold harmless Assignor, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees including without limitation reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignor, its legal representatives, successors and assigns or any of them arising out of or in connection with the Leases as to events occurring from and after the Closing Date. Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignee, its legal representatives, successors and assigns or any of them arising out of or in connection with the Leases as to events occurring prior to the Closing Date.

CONSENT OF LESSOR:

Lessor hereby consents to the foregoing assignment and transfer of rights and obligations of the Ground Lease. Lessor represents that they have obtained all necessary consents to such assignment and transfer and to Lessor's execution of this instrument as may be required from any court or mortgagee. Lessor represents it is not a debtor in a bankruptcy proceeding.

REPRESENTATIONS:

Lessor and Assignor represent to Assignee that a true copy of the Ground Lease and all amendments thereto is attached to this instrument (except Lessor does not represent it has a copy of the assignment of the Lease from the original Lessee to Southwestern Bell Telephone); is in full force and effect and has not been modified except as attached hereto; that there is no dispute or controversy concerning the validity of the Ground Lease or any portion thereof; that there is no known dispute or controversy concerning the performance of Lessor or Assignor thereunder; neither Lessor nor Assignor has any claims to offsets or deductions from rent; that all rent and other monetary obligations under the Lease as set forth in the Lease are current and there is no delinquency in the payment of such sums; and that to the best of their knowledge, neither Lessor nor Assignor is in default under the Ground Lease, or aware of any present

facts, conditions or circumstances that with the passage of time would ripen into a default of the Ground Lease.

Lessor hereby agrees that upon Assignee's purchase of Assignor's interest as lessee in the Ground Lease that (i) Assignee may directly perform or enforce any of the lessee's rights under the Ground Lease and (ii) Lessor shall give to Assignee any and all notices, including notices of default, that the lessee under the Ground Lease is entitled addressed to Assignee at 415 E. 12th Street, Kansas City, MO 64106 marked to the attention of "Jackson County Counselor" (iii) Assignor shall not be liable for future performance under the lease and shall have no obligation to Lessor for future performance under the Lease.

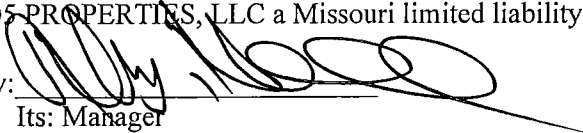
This Assignment, Assumption and Consent Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective beneficiaries, legal representatives, heirs, successors and assigns.

This Assignment, Assumption and Consent Agreement may be executed in counterparts, and as so executed shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, Assumption and Consent Agreement effective at April 5, 2013.


ASSIGNOR:

505 PROPERTIES, LLC a Missouri limited liability company

By: 
Its: Manager

ASSIGNEE:

Jackson County, Missouri, 415 E. 12th Street, Kansas City, MO 64106

By: 
Name: FREDERICK R. STEMMS, JR

Its: CHIEF ADMINISTRATIVE OFFICER

LESSOR:

Shari K Williams and William J. Williams, being "Lessor" hereby consent to the foregoing and acknowledge:

1. They have received, from Assignor, the sum of \$520.00 as reimbursement for attorneys fees they incurred in the review, modification and approval of the foregoing; and
2. They have received the April rent in the sum of \$300.00 (and rent for all prior months has been paid).

By: 
Name: Shari K. Williams

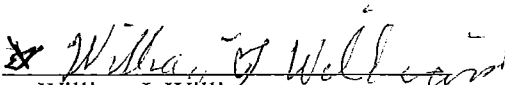
By: 
Name: William J. Williams

Exhibit A (being the Lease and Prior Assignment Documents) Immediately Follows This Page

(Except for Assignment of Lease from Original Lessee to Southwestern Bell Telephone)

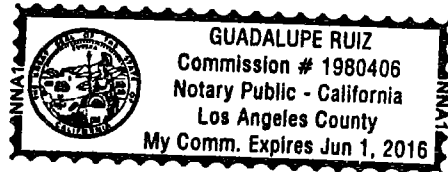
ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On April 5, 2013, before me, Guadalupe Ruiz Notary Public,
personally appeared Adly Abdelmalak, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Guadalupe Ruiz*
Notary Public

(Seal)

Description of attached document

Title or type of document:	<u>Assignment, Assumption and Consent Agreement</u>
Number of pages:	<u>2</u>
Document date:	<u>04/05/2013</u>
Signer(s) other than named above:	<u>None</u>

ACKNOWLEDGMENT

STATE OF Missouri)
COUNTY OF Clay) ss.

On this 10th day of April, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared William J. Williams and Shari K. Williams, known to me to be the persons who executed the within instrument and acknowledged to me that they executed the same for the purposes therein stated as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

SANDY D. KIRKHAM
Notary Public - Notary Seal
STATE OF MISSOURI
Clinton County

Sandy D. Kirkham
Notary Public
Typed Name: Sandy D. Kirkham

My Commission Expires: July 9, 2014
Commission #10428262

ACKNOWLEDGMENT

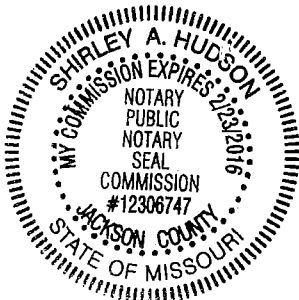
STATE OF Missouri)
COUNTY OF JACKSON) ss.

On this 9 day of April, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared Frederick B. Siems, JR, the Chief Administrative Officer of Jackson County, Missouri, known to me to be the person who executed the within instrument on behalf of said County, and acknowledged to me that the instrument was signed in behalf of said County, for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Shirley A. Hudson
Notary Public
Typed Name: Shirley A. Hudson

My Commission Expires:



EXHIBIT

A

8422518

INDENTURE OF LEASE

#285550
B5530 PAGE 307

THIS INDENTURE OF LEASE, Made in triplicate this 6th day of August 1962, by and between FRED P SCHELL, JR. and ELYZABETH H. SCHELL, his wife, hereinafter called "Lessors", and JAMES F. LILLIS, JR., hereinafter called "Lessee".

WITNESSETH, Lessors, in consideration of the rents, covenants and stipulations of Lessee hereinafter expressed, do hereby demise and lease unto Lessee the unimproved premises situated at the southeast corner of 14th and Cherry Streets, in Kansas City, Jackson County, Missouri, legally described as follows:

All of Lots Nine Hundred Sixty-seven (967) and Nine Hundred Sixty-eight (968), Block Sixty-nine (69), McGee's Addition, a subdivision in Kansas City, Jackson County, Missouri, as shown on the recorded plat thereof, together with Lessors' abutting rights on Cherry Street or alley, if any, should the same be vacated, except that part of said Lots 967 and 968 heretofore conveyed by way of easement for right-of-way to the State Highway Commission of Missouri, described as follows:

Beginning at a point in the east line of said Lot 967, 32.61 feet south of the northeast corner thereof; thence south along the east line of said Lots 967 and 968 a distance of 66.39 feet to the southeast corner of Lot 968; thence west 132 feet to the southwest corner of said Lot 968; thence northeasterly by a straight line a distance of 75.5 feet to a point 25.35 feet north and 71.13 feet east of the said southwest corner of Lot 968; thence northeasterly by a straight line to the beginning. Also conveying any right, title or interest which grantors may have in an alley lying adjacent to the above described property.

Also an easement on two tracts of land joining on the north line of the right-of-way described above, and containing a total of 2752.3 square feet. Tract No. 1 beginning at the southwest corner of Lot 968; thence North 27.84 feet to a point; thence east paralleling the south lot line a distance of 74.83 feet to the said north right-of-way line of the highway; thence southwesterly along said right-of-way line to the beginning. Tract No. 2 beginning at a point in the east line of Lot 967, 32.61 feet south of the northeast corner thereof; thence north 32.61 feet; thence west 37 feet; thence south 57.58 feet to the north right-of-way line of the highway; thence northeasterly along said right-of-way line to the beginning. Said tracts are to be used for the purpose of removing buildings. After completion of the removal of said buildings the easement right in said tracts shall cease and be no longer in effect.

Also all abutters rights of direct access between the highway, now known as Interstate Route 35, and grantors abutting land in Lots 967 and 968, in Block 69, McGee's Addition in Jackson County, Missouri.

B-530 308

TO HAVE AND TO HOLD the premises aforesaid with the rights and privileges appertaining thereto for the term of ninety-nine (99) years, beginning on the first day of September 1962, hereinafter called the "effective date" and continuing for a term expiring on the 31 day of August 2061, upon the terms and conditions which the parties hereby mutually covenant and agree to observe, keep and perform, to-wit:

WARRANTY OF TITLE -
COVENANT OF PEACEFUL
POSSESSION

1. Lessors covenant that Lessors have lawful title and right to make this lease upon the terms and conditions hereof, and that Lessors will on the effective date hereof put Lessee into actual and exclusive possession of the demised premises - free from all encumbrances and restrictions except as herein excepted or herein contained. Lessee shall, during the term hereby demised, peaceably and quietly have, hold, enjoy and occupy the demised premises and all appurtenances thereunto belonging, and if at any time the title or right of the Lessors shall fail, or if it be discovered that the Lessors do not have the right or title to give Lessee all the rights and privileges herein granted, Lessee shall have the right at anytime thereafter to annul and void this lease, and Lessee's liability hereunder shall cease. Lessors agree to furnish Lessee an owner's title insurance policy insuring the ninety-nine year leasehold estate. After delivery to Lessee of a preliminary title report, if at any time the title or right of the Lessors shall fail, or if it be discovered that the Lessors do not have the right or title to give Lessee all the rights and privileges herein granted, Lessee's sole remedy shall be limited to the right within ninety (90) days thereafter to annul and void this lease, and the Lessors shall not then be liable to Lessee or any person, firm or corporation, claiming any rights through or under Lessee for any damage of any nature or kind or any refund of any amounts previously paid to Lessors under the terms of this lease.

B-5380 PART 809

USE OF PREMISES -

II. Lessee is to use the demised premises only for such use and purpose as is permitted under the Zoning Ordinance of Kansas

City, Missouri, during the entire term of this lease. Upon receiving possession of the leased premises, the Lessee shall have the right to remove any and all buildings now located on the demises premises, except the buildings to be removed by the State Highway Commission, as hereinabove set out, and Lessee shall save Lessors harmless from any and all liabilities, if any, arising out of removal of said buildings.

It is further agreed that the Lessee shall have the right to construct, erect and place improvements upon the leased premises, subject to said Zoning Ordinance, and may, from time to time, add to, change, remodel or replace said improvements so erected and constructed by Lessee, provided always that Lessors' interest in said leased premises shall not be impaired by any liabilities incurred by Lessee in any manner in regard to said improvements. Lessee further agrees to comply with all laws, ordinances and regulations of County, State and Federal governments, or any subdivisions thereof, and save Lessors harmless from damage and expense resulting from failure to do so. It is further agreed that the Lessee may use the leased premises and the improvements thereon either singularly or in conjunction with any other premises and the improvements thereon for any lawful purpose. It is the intention of this subparagraph that any of the improvements may rest on both the leased premises and any connecting or other premises and that the sole discretion for the use of said premises and improvements thereon rest with the Lessee.

RENT -

III. Lessee covenants and agrees to pay Lessors as rent for said demised premises the sum of TWO THOUSAND ONE HUNDRED AND

SIXTY AND NO/100...(\$2,160.00)...DOLLARS, for the first eighteen

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(18) months, in equal monthly installments of One Hundred and Twenty Dollars (\$120.00) in advance, and thereafter the sum of Three Thousand Six Hundred Dollars (\$3,600.00) per year for the balance of the term of this lease, in equal monthly installments of Three Hundred and no/100 Dollars (\$300.00) in advance, in legal tender money of the United States of America, and at such place in the United States as Lessors may, from time to time, designate in writing. Lessee agrees to deposit with the Columbia National Bank of Kansas City, Missouri, the sum of Two Thousand Dollars (\$2,000.00) or its equivalent in securities, approved by the Lessors, to remain on deposit until such time as the leased premises have been cleared and prepared for parking and costs therefor have been paid by the Lessee, who shall furnish satisfactory evidence thereof.

If any installment of rent shall not be paid when due, it shall bear interest at the maximum rate allowed by the statutes of the State of Missouri, effective at the time of default.

TAXES AND OTHER CHARGES - IV. As part of the consideration of this lease and in addition to the fixed rental hereinbefore provided, Lessee covenants and agrees to pay before delinquency thereof, all real estate taxes and installments of real estate assessments and ad valorem taxes or payments hereafter first becoming due and payable during the term of this lease, which may during such term be levied or assessed against the demised premises and the improvements erected thereon, except that Lessee shall pay only the pro-rate part of any such real estate taxes and assessments, or installments thereof, so becoming due and payable during the calendar years that this lease begins and ends, in the proportion thereof that the period of the Lessee's occupancy of the demised premises in the particular calendar year involved bears to the whole of that year. Provided, however, anything herein to the contrary notwithstanding, Lessee shall not be required to pay any such taxes, assessments or charges of any kind so long as Lessee shall

in good faith, by proper action in a Court of competent jurisdiction, contest the validity thereof and deposit with Lessors a sufficient bond as indemnity, or in the alternative, at Lessee's option, the equivalent in cash or Government securities deposited in some responsible bank or trust company, and so long as such action by Lessee shall not endanger Lessors' interest in or title to the demised premises. Nothing in this paragraph, however, shall be interpreted as requiring Lessee to pay any income, excess profits, excise, corporation, franchise, inheritance, gifts, succession or estate taxes, which may at any time be levied or assessed against Lessors, or any interest or property of Lessors or against or in respect to this leasehold, the property hereby leased, or rentals accruing hereunder. Written evidence of the payment of said taxes and assessments herein required to be paid by Lessee shall be furnished to Lessors upon Lessors' written request therefor. As between the Lessors and the Lessee, the Lessee shall be responsible and liable for any requirements as to maintenance of streets, sidewalks, curbs and any other utilities which are placed upon the occupant or owner of the leased premises by operation of law or Government regulation, and shall hold Lessors harmless therefrom.

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INDEMNITY AGAINST LIENS
AND DAMAGES -

V. Lessee agrees during the entire term of this lease to conform to all laws, ordinances and public regulations affecting said premises to indemnify and hold harmless the Lessors from any and all claims, demands, actions, suits, expenses or payments in any way arising out of the use or occupancy of the demised premises; to pay any final judgment or judgments that may be rendered at any time against Lessors for damaged because of or on account of any injuries or damaged to persons or property of any person, firm, corporation, government or government subdivision whomsoever in any way arising out of the use or occupancy of the demised premises, or arising out of any wrongful or negligent act of

of Lessee at any time during the term of this lease. Lessee agrees to promptly notify Lessors of any action, proceeding or suit against Lessors involving Lessors' premises on account of which Lessors shall be entitled to claim reimbursement from Lessee under the terms of this lease, and Lessee shall have the right and privilege to defend or participate in the defense of any such case to final judgment or disposition. Lessors shall not have the right, without Lessee's consent in writing, to compromise, settle or pay any contested claim as herein defined wherein Lessee has provided indemnity as in this lease provided, except at Lessors' own expense.

In the event Lessors shall without fault on its part be made party to any litigation commenced by or against Lessee, then the Lessee, at Lessee's expense, shall defend for Lessors through counsel satisfactory to Lessors, and pay all reasonable costs and attorney's fees incurred by or in connection with such litigation, and Lessee shall and will also pay all reasonable costs and attorney's fees incurred by or against the Lessors in enforcing the covenants, agreements, terms and provisions of this lease. Lessor shall and will pay all reasonable costs and attorney's fees incurred by or against the Lessee, in enforcing the covenants, agreements, terms and provisions of this lease.

In addition to the foregoing and as further protection to the Lessors, the Lessee agrees at all times during the term of this lease to carry and maintain at Lessee's sole expense a public liability insurance policy, in an insurance company acceptable to Lessors, providing full liability insurance coverage for any and all claims in any way arising out of the use of occupancy of the demised premises and all improvements thereon and for any and all operations in connection with the demised premises, such insurance coverage to be in the minimum amounts of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for injuries to any one person, and THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for injuries resulting from any one accident or casualty and FIFTY THOUSAND DOLLARS (\$50,000.00) for damage to property resulting from any one accident or casualty.

The Lessor shall be a named insured in such policy or policies and the Lessee shall furnish to the Lessor the usual and customary certificates from such qualified insurance companies approved by Lessors showing the existence of such policy or policies with the Lessors' name inserted therein.

Lessee also agrees at all times during the term of this lease to carry and maintain at Lessee's expense property insurance covering loss by fire, tornado, windstorm, explosion, aircraft, riot through normal insurance channels in an amount sufficient to reimburse the Lessors for clearing the leased premises in the event this lease should be abandoned and a wrecked building, or buildings, be left thereon, and Lessee shall be a named insured in such policies to that extent.

ASSIGNMENT AND
MORTGAGE -

VI. It is understood and agreed that Lessee with ~~the~~ approval of the Lessor, has the right to assign the within lease and leasehold estate, provided that at the date of such assignment, the Lessee shall not be in default in the performance of any of the covenants, conditions and payments under this lease, and provided further, that the approval or disapproval of such assignment shall be at the sole discretion of the Lessors, but such approval shall not be unreasonably withheld.

It is expressly covenanted and agreed by and between the parties hereto that nothing in this lease contained shall be construed as restricting the right of said Lessee, or any assignee, to mortgage its interest in said demised premises and the improvements at any time thereon, or to sub-let without written consent of the Lessors, the same or any part thereof, and for the full term of this lease or any shorter term thereof, and the Lessee is hereby expressly given the right at any time, and from time to time, to mortgage Lessee's interest in said demised premises and the buildings at any time situate thereon by mortgage or deed of trust, and to sub-let the demised premises or any part thereof, and for the full term of this lease or any extension thereof, or any shorter term thereof, provided that the lessee at the time

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of such mortgage or deed of trust, or subleasing, shall not be in default of any of the covenants and agreements herein contained to be kept, observed and performed by said Lessee, and provided, further, that no mortgagee or trustee or lessee, or anyone claiming by, through or under such mortgage or deed of trust, or subleases, shall by virtue thereof acquire any greater right in the demised premises than the Lessee then has under this lease, and provided that such mortgage or deed of trust or sublease or subleases shall be subject to all of the conditions, covenants and obligations of this lease and to all of the rights of Lessors hereunder. It is further mutually covenanted and agreed that neither the mortgagee or trustee in any such mortgage or deed of trust, nor the holder or owner of the indebtedness secured by said mortgage or deed of trust, nor their assigns, shall become personally liable upon the covenants of this lease unless and until they or their assigns shall become the owner of the leasehold estate created by this lease, but this provision shall not affect in any way the performance and enforcement of the terms, conditions and covenants of this lease.

And it is further covenanted and agreed by and between the parties hereto that in the event any sale, conveyance or assignment shall be made at the time, under the conditions and in the manner hereinbefore set forth, the assignee or assignees shall be subject to the same terms and conditions as to future assignments, and to all of the covenants, agreements, provisions and conditions contained in this lease.

FORFEITURE -

VII. This lease is made upon the conditions that Lessee shall punctually pay and perform all of its covenants and agreements hereunder, and in case Lessee fails to make payment of any rent when due, and within thirty (30) days after written notice to Lessee by Lessors of such default, or in the event of a breach by Lessee of any covenant or agreement to make payment of any sum or sums of money due other than rent, and after like notice; or,

if after like notice specifying the breach, Lessee fails to begin to rectify any breach of any other character, or perform any of the covenants and agreements which Lessee shall have failed to perform, and fails to proceed with all due diligence to completion, then in any such instance this lease shall be void at Lessors' option, and it may thereupon, without further demand or notice after the initial expiration of the thirty (30) days' notice of the default or breach of condition, enter upon said premises and take possession thereof either with or without process of law, and may eject Lessee and any other corporation or person occupying the premises, using such force as may be necessary in so doing, and all rights and interest of the Lessee and all persons claiming by, through or under Lessee in the demised premises, shall thereupon terminate, but nothing hereinabove shall be construed as limiting the Lessors' rights at law or in equity.

If Lessee shall in conformity with the conditions hereof have executed a mortgage or deed of trust in the nature of a mortgage against the leasehold interest hereby created, or a sublease of all or any portion of said leasehold estate, Lessors shall in such case notify said parties in interest of record in the office of the Recorder of Deeds of Jackson County, Missouri, in the manner hereinafter specified and any such party in interest shall have the right to cure and save such default in accordance with the terms and provisions of this lease at any time within thirty (30) days' after the expiration of the thirty (30) days' notice period aforesaid.

Should the Lessee file any petition or institute any proceedings under any bankruptcy act either as a bankrupt or as an insolvent, wherein or whereby Lessee seeks to be adjudicated a bankrupt or to be discharged from any or all of his debts, or for any similar release, or if any such petition or proceeding of the same or similar kind or character be filed or taken against Lessee, or if any receiver for all or a substantial part

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of the business of Lessee shall be appointed by any court and such petition or proceeding shall not be set aside or dismissed or the appointment of said receiver revoked within thirty days, or if the Lessee makes any assignment of any type for the benefit of his creditors, then in any of such events, the Lessors may at Lessors' option cancel and terminate this lease on the giving to Lessee of a 'thirty days' notice in writing; provided, however that lessor may not act until there is a default in the payment of rent or if there shall be any parties in interest of record in the office of the Recorder of Deeds of Jackson County, Missouri, as described in the next preceding paragraph of this article above, such interested parties of record shall be given notice at the same time as the Lessee is given notice of the forfeiture and prospective termination of this lease under this paragraph and such interested parties of record will then have the right to assume the Lessee's obligations, rights and privileges and liabilities under this lease upon the giving of written notice to the Lessors to that effect within twenty (20) days' after such interested parties have been given notice of the forfeiture and prospective termination of this lease under this paragraph.

FAILURE OF LESSEE TO
PERFORM OBLIGATIONS -

VIII. If Lessee, after notice as herein provided, shall fail to pay any money other than rent which Lessee ought to pay hereunder, or shall fail to do anything which Lessee ought to do hereunder, or shall fail to do anything which Lessee is bound to do after notice, then Lessors at their option and at anytime after default may pay or have paid, or do or have done such things and pay the cost thereof, in which event Lessee shall upon demand pay to Lessors all money so paid with interest at the rate provided by Article III hereof; except only that if Lessee shall within thirty (30) days' after notice of default and within the notice period, and before payment by Lessors, give to Lessors written notice that Lessee has refused to pay any taxes,

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special assessments or other charges by public authorities in the nature of taxes herein provided to be paid by the Lessee for the reason that the same were not lawfully assessed, charged or levied, and that Lessee intends to contest the validity of such tax or charge and if Lessee executes to Lessors an indemnifying bond as provided by Article IV hereof, then the provisions of this article shall stand suspended as to such item or items until such contest be determined as long as Lessors' interest in or title to the demised premises is not endangered.

SECURITY -

IX. All buildings and improvements hereafter located or erected on such premises at anytime during the term of this lease, shall be and remain charged with a lien in favor of the Lessors, as security for the enforcement of all of the covenants of this lease by the Lessee to be kept and performed. Such Lien shall be prior to all other contracts, liens or other encumbrances whatsoever affecting the demised premises. In case of forfeiture or termination of this lease on account of any default of the Lessee, or at the end of the demised term of ninety-nine (99) years, or any extension thereof, all buildings and improvements then on said premises, without compensation to the Lessee shall pass to and become the property of Lessors, free of all liens and encumbrances.

WAIVER -

X. No waiver of the breach of any covenant or obligation of this agreement shall be a waiver of any subsequent breach of the same covenant or obligation or of any other covenant or obligation.

NOTICE AND DEMAND -

XI. Any notice or demand which shall be required or permitted either by law, or by any of the provisions of this lease, shall be in writing. Any notice in writing to Lessors shall be sufficiently served by

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(a) delivering a copy thereof to Lessors or (b) by delivering a copy of such notice in the Post Office at Kansas City, Missouri, postage prepaid as United States Registered Mail, addressed to Lessors at last address where rent was paid. Any notice or demand to or for Lessee shall be sufficiently served by (A) delivering a copy thereof to the Lessors' representative regularly in charge of the demised premises, or, if a corporation, by delivering a copy to the President, Vice-President or Secretary or to such other person as the Lessee may from time to time designate in writing as a person to whom such notices may be delivered; or (B) by depositing a copy of such notice in the Post Office at Kansas City, Missouri, postage prepaid, as United States Registered Mail, addressed to the Lessee at Lessee's address last known to Lessors, and by posting a copy thereof in some conspicuous place on the premises hereby leased.

If any notice or demand shall be to any party in interest described in Article VII hereof, the same shall be sufficiently served by depositing the same in the Post Office at Kansas City, Missouri, postage prepaid, as United States Registered Mail, addressed to any such person or corporation as shall be designated for the purpose in the respective mortgage or deed of trust or sublease, at his address given therein, and if no person (with his address) shall have been so designated in such mortgage or deed of trust or sublease, then notice shall be sufficiently served if a copy be so sent by United States Registered Mail, addressed to the mortgagee or trustee in such mortgage or deed of trust or to such sublessee in such sublease, at his or its address last known to Lessors, and in each case a copy shall be posted in a conspicuous place on the leased premises. If either the Lessors, or Lessee, or any mortgagee or sublessee, shall at any time be more than one individual or corporation, they shall designate and appoint a single agent with authority to receive service of such notice or demand for all of them, and if they fail to do so, service upon any such one person or corporation of the same class or description shall be service upon all in that same class or

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description.

CONDEMNATION -

XII. In the event that the whole of the demised premises, or such major part thereof as to render the premises unusable for the

purpose for which the demised premises are being used at that time shall be condemned and taken for public or quasi-public use, Lessee may, at Lessee's option, after final determination of the division of the proceeds of said condemnation, either terminate this lease on ten (10) days' written notice, in which case Lessors shall repay to Lessee any unearned rent, taxes or assessments and other charges paid in advance; or, upon the payment of any award or compensation arising from condemnation, there be such adjustment of rent and other adjustments made as shall be just and equitable under all circumstances, regardless of any technical rules of law, and this lease shall then continue as adjusted.

In the event a minor part of the demised premises is taken by condemnation as above set out, this lease is to remain in full force and effect and adjustment, if any, between the Lessors and Lessee shall be made as above set out.

COVENANTS RUN WITH LAND -

XIII. It is agreed that all the covenants, agreements, and engagements in this lease contained shall be construed

as covenants running with the land, and all rights given hereto and obligations imposed upon the respective parties shall be construed as inuring to and binding upon the heirs, legal representatives, distributees, assigns and successors in interest of the parties hereto respectively.

NO LIENS AGAINST
LESSORS' INTEREST -

XIV. Nothing in this lease shall be construed to authorize Lessee or any person dealing with or under Lessee to charge the rents of the

land hereby demised or the interest of the estate of the Lessors

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in the demised premises covered by this lease with any mechanics' lien or other lien or encumbrance of any kind whatsoever, but, on the contrary, the right or power to charge any lien, claim or encumbrance of any kind against the said Lessors' rents or against the demised premises, or said land, is hereby denied.

REMEDIES

CUMULATIVE -

XV. The various rights, power, elections, appointments and remedies of Lessors, and the various rights, privileges and immunities of Lessee provided

by the terms of this lease shall be construed as cumulative and no one of them as exclusive of the other, or exclusive of any rights or priorities allowed by law not inconsistent herewith, and shall be continuing rights, none of which shall be exhausted by being exercised on one or more occasions.

TERMINATION -

XVI. At the termination of this lease for any cause, Lessee, sub-lessees, tenants, sub-tenants and any and all parties holding or claiming

under Lessee, will surrender possession of the demised premises and all buildings and improvements thereon free of and from any claim thereto or any encumbrances thereon.

HEADINGS -

XVII. The various headings and numbers herein and the grouping of the provisions of this lease into separate articles and paragraphs

are for the purpose of convenience only. The various sections, hereto preceded by numbers are referred to as "Articles".

LESSOR AND LESSEE -

XVIII. In this lease, the word "Lessors" shall extend to and include the heirs, administrators and executors, assigns and successors of Fred P.

Schell, Jr. and Elyzabeth H. Schell, his wife. The word "Lessee"

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shall extend to and include assigns and successors of and in interest to the Lessee. Masculine or feminine pronouns shall be substituted for those in the neuter form, and vice versa, and the plural shall be substituted for the singular, in any place or places herein in which the context may require such substitution or substitutions.

IN WITNESS WHEREOF, the said parties of the first part and the party of the second part have duly executed this instrument, in triplicate originals, the day and year first above written.

Fred P. Schell, Jr.
Lessor

Elizabeth H. Schell
Lessor

James F. Lillis, Jr.
Lessee

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF Clay) SS

On this 7th day of August 1962, before me, the undersigned, a Notary Public, personally appeared FRED P. SCHELL, JR. and ELYZABETH H. SCHELL, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St. Louis, Missouri, the day and year last above written.

My term expires: March 7, 1963

Wm. H. Mess
Notary Public in and for said County and State.



STATE OF MISSOURI)
COUNTY OF JACKSON) SS

On this 6 day of August 1962, before me, the undersigned, a Notary Public, personally appeared JAMES F. LILLIS, JR., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Keosauqua City, Missouri, the day and year last above written.

My term expires:
My Commission Expires April 22, 1964

Charles E. Johnson
Notary Public in and for said County and State.



FILED FOR RECORD AND DULY RECORDED IN MY OFFICE ON THE 30 DAY OF August A.D. 1962, AT 12 O'CLOCK 30 MINS. P.M.
NATHAN SCARRITT, RECORDER BY Wesley Payne DEPUTY

EXHIBIT B

The leasehold estate created by a certain indenture of lease made by Fred P. Schell, Jr., and Elyzabeth H. Schell, husband and wife, to James F. Lillis, Jr., dated August 6, 1962, and recorded August 30, 1962, in Book 5530 at Page 307, as Document No. B-422518, tenants interest assigned to Southwestern Bell Telephone Company by the instrument recorded August 29, 1975, as Document No. K-270065 in Book 618 at Page 592. Tenants interests further conveyed to 505 Properties LLC, a Missouri limited liability company in Document No. 2005K0084455 re-recorded in Document Nos. 2007E0061534 and 2007E0079019, demising and leasing for a term of years beginning September 1, 1962 and ending August 31, 2061, the following-described premises, to-wit:

All that part of Lots 967 and 968, Block 69, McGEE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, that lies Northerly of lines described as beginning at the Southwest corner of said Lot 968 and running Northeasterly by a straight line a distance of 75.50 feet to a point 25.35 feet North and 71.13 feet East of the said Southwest corner of Lot 968 and thence Northeasterly by a straight line to a point in the East line 32.61 feet South of the Northeast corner of said Lot 967, Block 69, McGEE'S ADDITION, together with the East 1/2 of vacated Cherry Street lying West of and adjoining said Lots 967 and 968, Block 69, McGee's Addition.