

## OPTION AGREEMENT

This Option Agreement (this "Agreement") is effective the 22nd day of July, 2009, by and between Allan L. Holthaus and Vickie A. Holthaus, husband and wife ("Seller"), and GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., a not-for-profit Kansas corporation ("Buyer").

1. Grant and Purchase of Option. Seller hereby grants to Buyer the exclusive option to purchase that real estate located in Shawnee County, Kansas, and described on Exhibit "A," which is attached hereto and incorporated herein by this reference. Such property consists of approximately 15.5 acres and is hereinafter referred to as the "Property." This exclusive option is referred to herein as the "Option." The Option shall commence as of the effective date hereof and continue until 5:00 p.m., Central Standard Time (or Daylight Savings Time, if applicable) November 30, 2009. The cost of the Option shall be Seven Hundred Seventy-five Dollars (\$775) (the "Option Payment") payable by Buyer to Seller within five (5) business days after the date that this Agreement and the separate Option Agreement by and between LIGHTHOUSE INVESTMENTS LLC and GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., are fully executed and delivered to Buyer.

2. Exercise of Option. Buyer may exercise this option at any time during the Option Term by giving Seller written notice that Buyer is exercising the Option. If Buyer exercises the Option, the parties shall be bound by the terms and conditions of sale included below.

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

4. Information and Inspections. As soon as reasonably possible after the execution hereof, Seller shall provide Buyer with any studies, surveys or other information in its possession

relating to the size, use, condition and description of the Property.

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

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

to be signed, all applications for Approvals. Seller shall not take any action that could preclude or inhibit Buyer's efforts to obtain any Approvals or to plan for the development of the Property.

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

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

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

a. Purchase Price. The purchase price for the Property shall be Nine Thousand Two Hundred Fifty Dollars (\$9,250) per acre. Such purchase price shall be reduced by adjustments for Seller's expenses and obligations, the title insurance report and policy, taxes, and the Option Payment. The purchase price shall be paid to Allan Holthaus in cash, guaranteed funds or cashiers' check at closing.

b. Title. Seller shall convey marketable fee simple title to Buyer (or Buyer's assignee) at closing by general

warranty or trustee's deed, free and clear of any monetary liens and subject only to encumbrances created or approved by Buyer. Seller shall execute such bills of sale or other documents necessary to convey title to any personal property included with the Property to Buyer. Buyer may obtain, at Buyer's expense, a standard owner's preliminary title insurance report for the Property; provided, that if the Option is exercised Seller shall reimburse Buyer for the cost of such report and also provide and pay for a standard owner's title insurance policy which will insure Buyer against loss or damage to the extent of the total purchase price hereof by reason of defects in the title of Seller to the Property.

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

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

e. Condemnation or Change of Condition. If, before closing (including during the Option Term), any part of the Property is taken by eminent domain or is threatened by or the subject of a condemnation action, or if the Property is materially altered by casualty or otherwise (and without authorizing any such alteration), Seller shall promptly notify Buyer. Within ten (10) business days after receipt of such notice, Buyer may revoke its exercise of the Option and have

no further obligation under this Agreement. If Buyer does not revoke its exercise of the Option, Seller shall assign and transfer to Buyer at closing all right, title and interest in and to any award or proceeds arising from or relating to such taking or alteration.

f. Closing. If the Option is exercised, the closing of the sale and purchase of the Property shall take place, if reasonably possible, by December 31, 2009, at such time and location as the parties may agree. At closing, Buyer shall be granted exclusive possession of the Property; provided, however that Buyer shall either afford Seller the opportunity to remove any currently planted crops or compensate Seller for the loss thereof. Compensation shall be limited to a the fair market value of the estimated current crop yield.

In the three (3) years after closing, if Buyer decides to lease the Property to a tenant-farmer, Buyer agrees to first contact Seller to determine whether Seller is willing and able to farm the Property on terms and conditions reasonably acceptable to both parties. If the parties, in good faith, are unable to reach an agreement, nothing herein shall preclude the Buyer from leasing the Property to another tenant-farmer.

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

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

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

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

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

l. Risk of Loss. The risk of loss for damage to any portion of the Property and all liability to third persons until closing shall, except as otherwise expressly provided herein, be borne by Seller.

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

any other federal, state, or local governmental law, ordinance, rule or regulation. There are no underground storage tanks located on or under the Property.

10. Leases and Encumbrances, Adverse Claims. Seller represents and warrants that the Property is not subject to a lease or contract and that no other person or entity has the right or option to acquire the Property or any interest therein. There are not any adverse claims of adjoining property owners against the Property, there are no adverse parties in possession of the Property or any part thereof, and there are no encroachments by Seller on the property of others or by others on the Property.

11. Assignment. The parties hereby acknowledge and agree that Buyer may assign this option, and all rights, obligations and benefits related thereto, without obtaining Seller's prior consent; provided, however, that any such assignment will not release Seller from its obligations hereunder.

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

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

To Seller: Allan and Vickie Holthaus  
7440 SW Morrill Road  
Wakarusa, KS 66546  
Facsimile: ( ) \_\_\_\_\_

With copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_\_

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

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

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

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

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

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



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

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

20. Construction, Legal Representation. As used in this Agreement, the masculine, feminine, or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party causing this Agreement or any part of this Agreement to be drafted. The parties acknowledge that each party has reviewed this Agreement and has had the benefit of legal counsel or the opportunity to consult with legal counsel prior to entering into this Agreement.

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

22. No Partnership; No Third Party Beneficiaries. It is not intended by this Agreement to, and nothing contained in this

Agreement shall, create any partnership, joint venture or other arrangement between Seller and Buyer. No term or provision of this Agreement is intended to benefit any person, partnership, corporation, or other entity not a party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, the parties have signed their names as of the date indicated below.

SELLER:

*Allan L. Holthaus*  
ALLAN L. HOLTHAUS

*Vickie A. Holthaus*  
VICKIE A. HOLTHAUS

BUYER:

GROWTH ORGANIZATION OF  
TOPEKA/SHAWNEE COUNTY, INC.

By: *Doug Kinsinger*  
*Doug Kinsinger, President*  
Name/Title

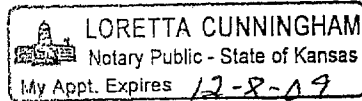
STATE OF KANSAS

SS:

COUNTY OF SHAWNEE

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of July, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ALLAN L. HOLTHAUS and VICKIE A. HOLTHAUS, husband and wife, who are personally known to me to be the same persons who executed the within instrument entitled OPTION AGREEMENT, and such persons duly acknowledged the execution of same.

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



Loretta Cunningham  
Notary Public

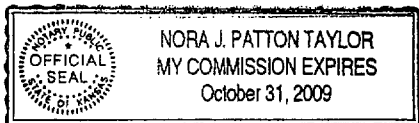
STATE OF KANSAS

SS:

COUNTY OF SHAWNEE

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of July, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Douglas Kinsinger, President of GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., who is personally known to me to be the same person who executed the within instrument entitled OPTION AGREEMENT, and such person duly acknowledged the execution of same.

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



Nora J. Patton Taylor  
Notary Public

EXHIBIT A



Cook, Flatt & Strobel  
ENGINEERS, P.A.

6111 S.W. 29th Street  
Topeka, Kansas 66614  
(785) 272-4706  
(785) 272-4736 Fax  
www.cfse.com

Other Offices:  
Kansas City, Missouri

January 12, 2004  
CF&S Proj. No. 03-598

Remainder of property on the South side of 77th Street

A tract of land located in the Southwest Quarter of Section 12, Township 13 South, Range 15 East of the 6th P.M., in Shawnee County, Kansas described as follows:

Beginning at the Southeast corner of North Half of said Southwest Quarter, thence South 87 degrees 49 minutes 47 seconds West on an assumed bearing a distance of 1145.15 feet to a point on the South right-of-way line of Southwest 77th Street; thence along said right-of-way line on a curve to the left having a radius of 1706.04 feet an arc distance of 347.93 feet and a chord which bears North 45 degrees 04 minutes 26 seconds East a chord distance of 347.32 feet; thence continuing along said right-of-way line North 39 degrees 13 minutes 56 seconds East a distance of 392.83 feet; thence continuing along said right-of-way line, North 42 degrees 39 minutes 57 seconds East a distance of 164.34 feet; thence continuing along said right-of-way line, North 37 degrees 13 minutes 23 seconds East a distance of 280.76 feet; thence continuing along said right-of-way line, on a curve to the right having a radius of 1246.72 feet an arc distance of 439.90 feet and a chord which bears North 49 degrees 20 minutes 26 seconds East a chord distance of 437.62 feet to a point on the East line of said Southwest Quarter; thence South 01 degrees 51 minutes 16 seconds East along said East line a distance of 1136.34 feet to the point of beginning.

Said tract of land contains 675,056 square feet, (15.50 acres) of land more or less.

John G. Bayless, P.E.  
Chairman

Kenneth M. Blair, P.E.  
President

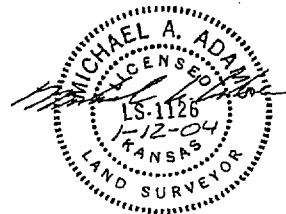
Melvin D. Chapman, P.E.  
Vice President

Wayne Westerman, P.E.  
Vice President-Secretary

Robert S. Chambers, P.E.  
Vice President-Treasurer

Douglas W. Flatt, P.E.  
Consultant

*(This certifies that the following real property legal description is an original description and has been prepared by or under the direct supervision of subscribed Registered Land Surveyor. K.S.A. 74-7003)*



BUYER:

GROWTH ORGANIZATION OF  
TOPEKA/SHAWNEE COUNTY, INC.

By: Doug Kinsinger  
Doug Kinsinger, President  
Name/Title

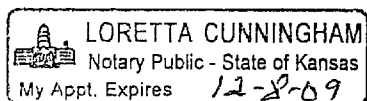
STATE OF KANSAS

SS:

COUNTY OF SHAWNEE

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of July, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ALLAN L. HOLTHAUS and VICKIE A. HOLTHAUS, husband and wife, who are personally known to me to be the same persons who executed the within instrument entitled MEMORANDUM OF OPTION TO PURCHASE REAL ESTATE, and such persons duly acknowledged the execution of same.

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



Loretta Cunningham  
Notary Public

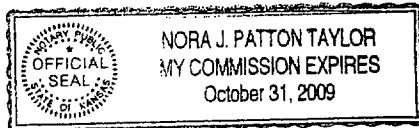
STATE OF KANSAS

SS:

COUNTY OF SHAWNEE

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of July, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Deeja Kinsinger, as President of GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., who is personally known to me to be the same person who executed the within instrument entitled MEMORANDUM OF OPTION TO PURCHASE REAL ESTATE, and such person duly acknowledged the execution of same.

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



Nora J. Patton Taylor  
Notary Public

MEMORANDUM  
EXHIBIT A



Cook, Flatt & Strobel  
ENGINEERS, P.A.

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Chairman

Kenneth M. Blair, P.E.  
President

Melvin D. Chapman, P.E.  
Vice President

Wayne Westerman, P.E.  
Vice President-Secretary

Robert S. Chambers, P.E.  
Vice President-Treasurer

Douglas W. Flutt, P.E.  
Consultant

*(This certifies that the following real property legal description is an original description and has been prepared by or under the direct supervision of subscribed Registered Land Surveyor. K.S.A. 74-7003)*

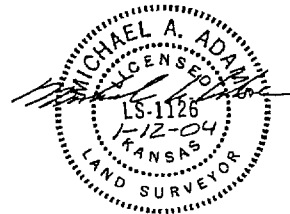


EXHIBIT "B"

FORM OF MEMORANDUM

MEMORANDUM OF OPTION TO PURCHASE REAL ESTATE

THIS MEMORANDUM OF OPTION TO PURCHASE REAL ESTATE ("Memorandum") is made effective as of this 22<sup>nd</sup> day of July, 2009, by and between Allan L. Holthaus and Vickie A. Holthaus, husband and wife ("Seller") and GROWTH ORGANIZATION OF TOPEKA/SHAWNEE COUNTY, INC., a not-for-profit Kansas corporation ("Buyer").

Seller and Buyer entered into that certain Option Agreement dated July 22, 2009 ("Option Agreement") whereby Seller granted to Buyer the right to purchase the real property legally described on Exhibit A, which is attached hereto and incorporated herein by this reference, which property is located in Topeka, Shawnee County, Kansas.

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

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

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

SELLER:

Allan L. Holthaus  
ALLAN L. HOLTHAUS

Vickie A. Holthaus  
VICKIE A. HOLTHAUS



**A. Settlement Statement**

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

<b>B. Type of Loan</b>				6. File Number SN024640	7. Loan Number	8. Mortgage Ins Case Number
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins				
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance				
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.						
D. Name & Address of Borrower Growth Organization of Topeka/Shawnee County, Inc. 120 SE 6th Suite 110 Topeka, KS 66603			E. Name & Address of Seller Allan L. Holthaus and Vickie A. Holthaus		F. Name & Address of Lender	
G. Property Location  135;15E;12;SW, Shawnee County, KANSAS 1436 SW Gary Ormsby Dr Wakarusa, KS 66546				H. Settlement Agent Name Kansas Secured Title - Shawnee County 901 N.E. River Road, Suite 200 Topeka, KS 66616 Tax ID: 48-1228030		
				I. Settlement Date 11/30/2009 Fund: 11/30/2009		
<b>J. Summary of Borrower's Transaction</b>				<b>K. Summary of Seller's Transaction</b>		
<b>100. Gross Amount Due from Borrower</b>				<b>400. Gross Amount Due to Seller</b>		
101. Contract Sales Price		\$143,375.00	401. Contract Sales Price		\$143,375.00	
102. Personal Property			402. Personal Property			
103. Settlement Charges to borrower		\$106.00	403.			
104.			404.			
105.			405.			
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance			
106. City property taxes			406. City property taxes			
107. County property taxes 11/30/09 thru 12/31/09		\$36.58	407. County property taxes 11/30/09 thru 12/31/09		\$36.58	
108. Assessment Taxes			408. Assessment Taxes			
109. School property taxes			409. School property taxes			
110. MUD taxes			410. MUD taxes			
111. Other taxes			411. Other taxes			
112.			412.			
113.			413.			
114.			414.			
115.			415.			
116.			416.			
<b>120. Gross Amount Due From Borrower</b>		<b>\$143,517.58</b>	<b>420. Gross Amount Due to Seller</b>		<b>\$143,411.58</b>	
<b>200. Amounts Paid By Or in Behalf Of Borrower</b>			<b>500. Reductions in Amount Due to Seller</b>			
201. Deposit or earnest money			501. Excess Deposit			
202. Principal amount of new loan(s)			502. Settlement Charges to Seller (line 1400)		\$710.00	
203. Existing loan(s) taken subject to			503. Existing Loan(s) Taken Subject to			
204. Commitment fee			504.			
205.			505.			
206. Option Payment		\$775.00	506. Option Payment		\$775.00	
207.			507.			
208.			508. 2009 Real Estate Taxes		\$427.98	
209.			509.			
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller			
210. City property taxes			510. City property taxes			
211. County property taxes			511. County property taxes			
212. Assessment Taxes			512. Assessment Taxes			
213. School property taxes			513. School property taxes			
214. MUD taxes			514. MUD taxes			
215. Other taxes			515. Other taxes			
216.			516.			
217.			517.			
218.			518.			
219.			519.			
<b>220. Total Paid By/For Borrower</b>		<b>\$775.00</b>	<b>520. Total Reduction Amount Due Seller</b>		<b>\$1,912.98</b>	
<b>300. Cash At Settlement From/To Borrower</b>			<b>600. Cash At Settlement To/From Seller</b>			
301. Gross Amount due from borrower (line 120)		\$143,517.58	601. Gross Amount due to seller (line 420)		\$143,411.58	
302. Less amounts paid by/for borrower (line 220)		\$775.00	602. Less reductions in amt. due seller (line 520)		\$1,912.98	
303. Cash From Borrower		\$142,742.58	603. Cash To Seller		\$141,498.60	

L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price \$143,375.00 @ % = \$0.00				Borrower's	Seller's
Division of Commission (line 700) as follows:				Funds at	Funds at
				Settlement	Settlement
701.		to			
702.		to			
703.	Commission Paid at Settlement			\$0.00	\$0.00
<b>800. Items Payable in Connection with Loan</b>					
801.	Loan Origination Fee %	to			
802.	Loan Discount %	to			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Mortgage Insurance Application	to			
807.	Assumption Fee	to			
808.	Tax Service Fee	to			
809.	Underwriting Fee	to			
810.	Flood Certification	to			
<b>900. Items Required by Lender To Be Paid in Advance</b>					
901.	Interest from 11/30/2009 to 12/1/2009 @ \$0/day				
902.	Mortgage Insurance Premium for months	to			
903.	Hazard Insurance Premium for years	to			
<b>1000. Reserves Deposited With Lender</b>					
1001.	Hazard insurance	months @	\$0.00 per month	\$0.00	
1002.	Mortgage insurance	months @	\$0.00 per month	\$0.00	
1003.	City property taxes	months @	\$0.00 per month	\$0.00	
1004.	County property taxes	months @	\$0.00 per month	\$0.00	
1005.	Assessment Taxes	months @	\$0.00 per month	\$0.00	
1006.	School property taxes	months @	\$0.00 per month	\$0.00	
1007.	HOA Dues	months @	\$0.00 per month	\$0.00	
1008.	Other taxes	months @	\$0.00 per month	\$0.00	
1011.	Aggregate Adjustment				
<b>1100. Title Charges</b>					
1101.	Settlement or closing fee	to	Kansas Secured Title - Shawnee County	\$100.00	\$100.00
1102.	Abstract or title search	to			
1103.	Title examination	to			
1104.	Special Assessment Search	to			
1105.	Document preparation	to			
1106.	Name Search	to			
1107.	Attorney's fees	to			
	(includes above items numbers: )				
1108.	Title insurance	to	Kansas Secured Title - Shawnee County		\$604.00
	(includes above items numbers: )				
1109.	Lender's coverage		\$0.00/\$0.00		
1110.	Owner's coverage		\$143,375.00/\$604.00		
1111.	Delivery Services	to			
<b>1200. Government Recording and Transfer Charges</b>					
1201.	Recording	Deed \$12.00 ; Mortgage ; Rel	to Register of Deeds	\$6.00	\$6.00
1202.	City/county tax/stamps	Deed ; Mortgage	to		
1203.	State tax/stamps	Deed ; Mortgage	to		
1204.	Tax certificates	to			
1205.	Conveyance Fee	to			
<b>1300. Additional Settlement Charges</b>					
1301.	Plat Drawing	to			
1302.	Pest Inspection	to			
1400.	<b>Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>			<b>\$106.00</b>	<b>\$710.00</b>

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.  
 Growth Organization of Topeka/Shawnee County, Inc.

By \_\_\_\_\_ Allan L. Holthaus

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

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