REGISTER OF DEEDS COVER SHEET

TYPE OF DOCUMENT: Quitclaim Deed

1ST PARTY: United States of America

2ND PARTY: Sunflower Redevelopment, LLC

LEGAL DESCRIPTION: See Attached Exhibit "A"
QUITCLAIM DEED

STATE OF KANSAS

COUNTY OF JOHNSON

KNOW ALL BY THESE PRESENTS:

This QUITCLAIM DEED, between the UNITED STATES OF AMERICA (hereinafter the "Grantor"), acting by and through the Deputy Assistant Secretary of the Army (Installations & Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (hereinafter the "ARMY"), under the authority of the provisions of the special legislation covering the conveyance of the Sunflower Army Ammunition Plant, Johnson County, Kansas, found at PL-108-375, Title XXVIII, Subtitle D, Part I, Section 2841 (118 STAT. 2135) ("Sunflower Act"), and SUNFLOWER REDEVELOPMENT, LLC, a Kansas limited liability company (hereinafter the "Grantee").

NOW, THEREFORE, the Grantor and the Grantee make the following respective conveyances, grants, assignments, reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements hereinafter set forth.

I. Conveyance of the Fee Estate

The Grantor, for and in consideration of: (1) all good and valuable consideration specified in the separate written MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE ARMY, AND SUNFLOWER REDEVELOPMENT, LLC FOR THE CONVEYANCE OF LAND AND PROPERTY COMPRISING THE FORMER SUNFLOWER ARMY AMMUNITION PLANT JOHNSON COUNTY KANSAS, dated as of August 3, 2005, ("Conveyance Agreement"), and recorded by abstract in the records of the Johnson County, Kansas Clerk in Book 2005 CL at Page 305; and, (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all valid and existing reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby grant, convey, remise, release and forever quitclaim unto the Grantee, its successors and assigns, under and subject to all of the reservations, restrictions, covenants, exceptions, notifications, conditions, easements, and agreements hereinafter set forth, all of that certain real property situate, lying, and being in Johnson County, State of Kansas, and described in detail in Attachment 1, which is attached hereto and made a part hereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the Property, together with: (1) all mineral rights, (2) all improvements, hereditaments, tenements, and appurtenances therein; and (3) all reversions, remainders, issues, profits and other rights belonging or related thereto, either in law or in equity, for the use and benefit of the Grantee, its successors and assigns forever.

Except with respect to the requirements of 42 U.S.C. § 9620(h)(3)(C), it is further understood and agreed by and between the parties hereto that the Grantee, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon
each of the following covenants, which covenants shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law; that the notices, use restrictions, terms, conditions, agreements and covenants set forth here are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the notices, use restrictions, terms, conditions, agreements and in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns.

II. CERCLA Reservations to Conveyance

For the Property, the Grantor provides the following notice, description, and covenant:

(A) CERCLA Notice

1. Pursuant to Section 120(h)(3)(A)(i)(II) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(II) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in Section 120(h), is provided in Attachment 2. Additional information regarding the storage, release, and disposal of hazardous substances on the Property has been provided to the Grantee in the Conveyance Agreement.


(B) Deferred CERCLA Covenant.

1. The Property is hereby conveyed under CERCLA’s early transfer authority, 42 USC § 9620(h)(3)(C). Subject to the Army’s successful performance of its obligations under the remediation contract for Sunflower between the Grantor and Grantee dated as of August 3, 2005 (“Remediation Contract”), Grantee warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance. In the event that the Grantee does not take all required response action, the Army recognizes and affirms that it is ultimately responsible for causing the completion of environmental remediation of contamination necessary to provide the CERCLA covenant as required by 42 USC § 9620(h)(3)(A)(ii)(I) (the “CERCLA Covenant”).

2. Once all additional response actions found to be necessary after the date of this conveyance regarding hazardous substances located on any of the Property has been fully completed, the Grantor will thereafter issue and file in the records of the Johnson County Clerk its warrant that all remedial action necessary to protect human health and the environment has been taken as required by 42 USC § 9620(h)(3)(A)(ii)(I).
3. This warranty shall not apply in any case in which the person or entity to whom the Property is transferred is a "Potentially Responsible Party," as defined under CERCLA, with respect to the Property prior to the date of this Deed. For purposes of this warranty, Grantee shall not be considered a potentially responsible party solely due to the presence of a hazardous substance remaining on the Property on the date of this instrument, provided that Grantee has not caused or contributed to a release of such hazardous substance. Nothing in this deed will be construed to modify or negate the terms and conditions of the Remediation Contract.

(C) Right of Access Easement.

1. Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(iii)), the United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States ("ER Easement"). This ER Easement exists without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. This ER Easement includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. The ER Easement and right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

2. In exercising the ER Easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this covenant, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the Grantee’s and the Grantee’s successors’ and assigns’ quiet enjoyment of the Property and to limit damage or injury to improvements to the Property. The ER Easement and right of access include the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the ER Easement and right of access hereby retained and reserved by the United States.

3. In exercising the ER Easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim of law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States, or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this ER Easement or the CERCLA Covenant. In addition, the Grantee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Grantor on the Property.

4. Notwithstanding the foregoing, nothing contained in the ER Easement shall be construed to limit and/or prohibit the Grantee, its successors and assigns, from seeking
appropriate legal recourse from the Government in the event that any response results in a permanent Government taking of any portion of or injury to the Property arising under federal or state law.

(D) Non-Disturbance Clause. Grantee covenants and agrees for itself, its successors and assigns and every successor in interest to the Property, or part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

III. Environmental Remediation Land Use Restrictions

The United States Department of the Army has undertaken careful environmental study of the Property and concluded that certain land use restrictions are required to ensure protection of human health and the environment. The Grantor and Grantee have agreed that the Grantee will conduct all required environmental remediation in accordance with the Consent Order between the Kansas Department of Health and Environment ("KDHE") and the Grantee dated as July 29, 2005 ("Consent Order") and any amendments thereto. Pending completion of all required environmental remediation, portions of the Property more fully identified in Attachment 3 ("Environmental Hazard Area") will be subject to the environmental restrictions set forth below. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of this portion of the Property that would violate the land use restrictions contained herein.

(A) Non-Residential Use Restriction

Grantee, for itself and its successors and assigns, covenants and agrees that the use of the Property shall be limited to non-residential use only. Prohibited residential uses are child care, pre-school, playground or any form of housing.

(B) Public Access/Use Restriction

Grantee, for itself and its successors and assigns, covenants and agrees that there will be no unauthorized public access or use of the Environmental Hazard Area. The Grantee will establish and maintain perimeter or other fencing, warning signs, and implement procedures to control unauthorized access to the Environmental Hazard Area (Attachment 3).

(C) Ground Disturbance Restrictions

Grantee, for itself and its successors and assigns, covenants and agrees that no physical or structural changes or disturbance of ground surface shall be permitted in, on or immediately adjacent to the Environmental Hazard Area (Attachment 3) except for such further investigation, study or remedial activities as permitted by applicable Federal or state regulatory authorities.
(D) **Groundwater Use Restrictions**

Grantee, for itself and its successors and assigns, covenants and agrees that no access or use of groundwater underlying the Property for any purposes shall be permitted unless the groundwater has been tested and found to meet applicable standards by the KDHE and any other state and local regulatory authorities. The costs associated with obtaining use of such water, including, but not limited to, the costs of permits, studies, or analysis shall be the sole responsibility of the Grantee, its successors and assigns.

(E) **Landfill Restrictions**

The Property has five non-hazardous waste landfills ("Landfills") more fully identified in the Environmental Hazard Area (Attachment 3). The Grantee, for itself and its successors and assigns, agrees that no physical or structural changes or disturbance of ground surface it shall be permitted in, on or immediately adjacent to the Landfills which may damage the landfill soil cover and liners except in accordance with requirements of the KDHE and its successors.

IV. **Explosive Safety Land Use Restrictions**

Grantee is hereby notified and acknowledges that Sunflower Army Ammunition Plant was used primarily for the production of military propellants from 1943 until 1992. The explosive hazards known or suspected to be present at Sunflower are limited to munitions constituents (MC) (i.e., propellant, explosive, or pyrotechnic) from past propellant manufacturing operations that may be present in high enough concentrations to pose an explosive hazard. Such MC is known to be present in buildings/structures, production equipment, industrial sewer/process lines, and foundations. The Grantor and Grantee have agreed that the Grantee will conduct all required munitions responses in accordance with a Department DDES-B-approved munitions response ESS, dated October 1999, and an ESS amendment, dated May 13, 2005 (collectively "the ESS"). Pending completion of all required munitions response actions, those portions of Sunflower more fully identified in Attachment 4 ("Explosive Hazard Area") will be subject to the following explosive safety restrictions.

(A) **Public Access/Use Restriction**

Grantee, for itself and its successors and assigns, covenants and agrees that there will be no unauthorized public access or use of the Explosive Hazard Area. The Grantee will establish and maintain perimeter fencing or other fencing, warning signs, and implement procedures to control unauthorized access to the Explosive Hazard Area (including unauthorized access from the Sunflower Property). The Grantee will also implement procedures (e.g., safety briefings) to inform employees and other personnel authorized access to the Explosive Hazard Area of the potential explosive hazards. The term "Sunflower Property" shall mean the former Sunflower Army Ammunition Plant property compromising approximately 9,027 acres.
(B) **Ground Disturbance Restrictions**

Grantee, for itself and its successors and assigns, covenants and agrees that no physical or structural changes or disturbance of ground surface shall be permitted in or on the Explosive Hazard Area hereto, except for such further munitions response activities conducted per a DDESB-approved ESS.

V. **Notice of the Potential Presence of Unexploded Ordnance ("UXO") or Discarded Military Munitions ("DMM")**

(A) Given the former use of the Property as an active military installation, there is a remote possibility that UXO or DMM may be encountered during munitions response and/or other activities. Should such a discovery occur, the Grantee shall immediately stop any intrusive or ground disturbing work in the area of discovery, or in any adjacent areas, and shall not attempt to disturb, remove or destroy the discovered munition, but shall immediately notify the on-site Army representative or, if there is no on-site Army representative, local law enforcement so that appropriate explosive ordnance disposal personnel can be dispatched to address such discoveries as required under applicable law and regulations.

(B) **MR Easement and Access Rights.**

1. The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary or such access and entrance is necessary to carry out an action under the ESS on adjoining property ("MR Easement"). The MR Easement includes, without limitation, the right to perform any explosive or munitions emergency response actions, munition response actions (e.g., investigation, sampling, testing, test-pitting, surface and subsurface removal operations), or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. The MR Easement shall be binding on the Grantee, its successors and assigns, and shall run with the land.

2. In exercising the MR Easement, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property and to limit damage or injury to improvements to the Property. The MR Easement includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the MR Easement hereby retained and reserved by the United States.

3. In exercising the MR Easement, neither the Grantee nor its successors and assigns, as the case may be shall have any claim of law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States, or its officers, employes, agents, contractors of any tier, or servants pursuant to and in accordance with the MR Easement. In addition, the Grantee, its successors
and assigns, shall not interfere with any response, action or corrective action conducted by the Grantor on the Property pursuant to and in accordance with the MR Easement.

4. Notwithstanding the foregoing, nothing contained in the MR Easement shall be construed to limit and/or prohibit the Grantee, its successors and assigns, from seeking appropriate legal recourse from the Government in the event that any Response results in a permanent Government taking of any portion of or injury to the Property arising under federal or state law.

VI. Modification or Termination of Land Use Restrictions

Upon issuance of the CERCLA Covenant pursuant to Section II.B, 2, the Grantor will modify or terminate the land use restrictions to the extent authorized by Army’s Munitions Response Completion Certification and the KDHE. The Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

VII. Hold Harmless

(A) The Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

(B) The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

(C) Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor’s obligation under the CERCLA Covenant or any other statutory obligations.

VIII. Other Notices, Exceptions, Restrictions and Covenants Affecting the Property

This Quitclaim Deed covering the Property is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the Property to the extent and only to the extent the same are valid and affect the Property:

(A) As-Is, Where Is.

Except as otherwise provided in the Conveyance Agreement as a material part of the consideration for the Property being conveyed, the Grantee is taking the Property “AS IS, WHERE IS” with any and all latent and patent defects and that there is no warranty by the Grantor that the Property has a particular financial value or is fit for a particular purpose. Except
as otherwise provided in the Conveyance Agreement, the Grantee further acknowledges and stipulates that the Grantee is not relying on any representation, statement, or other assertions with respect to the condition of the Property. The Grantee takes the Property with the express understanding stipulation that there are no express or implied warranties except as otherwise provided for in the Conveyance Agreement.

(B) Notice of the Presence of Asbestos and Covenant.

1. The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material ("ACM") has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration and the Environmental Protection Agency have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

2. The Grantee covenants and agrees that its use and occupancy of Sunflower will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

3. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

(C) Notice of the Presence of Lead-Based Paint and Covenant Against the Use of the Property for Residential Purposes.

1. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

2. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as residential property, as defined under 24 CFR Part 35, without complying with this Section and all applicable federal, state, and local laws and regulations pertaining to LBP hazards. Prior to permitting the occupancy of any buildings or structures on the Property where its use after the Closing is intended for residential habitation, the Grantee agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

3. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or
environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

(D) **Notice of Wetlands.** Portions of the Property contain wetlands. Grantee, for itself and its successors and assigns, agrees and covenants that any development of any portion of the Property containing wetlands will be subject to all applicable wetlands regulations and other applicable federal, state and local statutes, and ordinances relating to wetlands. To the extent required under Section 404 of the Federal Clean Water Act, the Grantee, for itself and its successors and assigns agrees to obtain prior authorization from the United States Army Corps of Engineers before engaging in any ground disturbance activity which would adversely affect the extent, condition and function of a wetlands area.

(E) **Notice of 100 Year Floodplain.** Portions of the Property are located in a 100 year floodplain. Grantee, for itself and its successors and assigns, agrees and covenants that any development located within any portion of the above described Property will be subject to the applicable 100 year floodplain regulations and other applicable Federal, state and local statutes, and ordinances relating to flood hazard.

(F) **Notice of FAA Restrictions.** The Grantee, for itself and its successors and assigns, agrees and that any construction or alteration is prohibited on any portion of the Property unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

(G) **Notice of Historic Property/Specific Conditions, Restrictions, Limitations and Covenants.**

The Grantee is hereby informed and acknowledges that portions of the Property may have been determined to be of historic significance. The Grantee, for itself and its successors and assigns, and every successor in interest to the Property hereby conveyed, covenants and agrees to be bound by the conditions, covenants, restrictions, limitations, and covenants set forth in the MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION, U.S. ARMY ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND THE KANSAS STATE HISTORIC PRESERVATION OFFICER REGARDING THE SUNFLOWER ARMY AMMUNITION PLANT DISPOSAL ACTION NEAR DeSOTO, KANSAS, dated March 13, 2003, which is recorded in the Office of the Johnson County Clerk, in Book 9000 at Page 392. Further, Grantee, for itself and its successors and assigns, and every successor in interest to the Property hereby conveyed, covenants and agrees that in the event the Property is sold or otherwise disposed of, these covenants and restrictions shall be inserted in all instruments of conveyance.
(H) Post-Transfer Discovery of Contamination

1. Any actual or threatened release of a hazardous substance or petroleum product discovered on the Property after the date of conveyance shall be the responsibility of the Grantee to the extent required by the Remediation Contract. If the Grantee, its successors or assigns believe the discovered hazardous substance constitutes an Army Retained Obligation (as defined in the Remediation Contract), Grantee will not disturb the material, immediately secure the site, and notify the Grantor in accordance with the Remediation Contract.

2. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor’s responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

IX Anti-Deficiency Act

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall by interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

X. No Waiver

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver of a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

XI. Put

Grantor hereby agrees and acknowledges that Grantee has a right to reconvey to Grantor its interest in the Property ("Put Option"). The Put Option may be exercised by Grantee at any time after the date first above written, only in connection with, and until such time as all claims of the Shawnee Tribe in the matter of Shawnee Tribe, et al., v United States of America, et al., United States Court of Appeals for the 10th Circuit, Case No. 04-3256 have been adjudicated to be invalid, or non-appealable, and may not be further litigated. In the event: (a) the Grantor is ordered by a federal court of competent jurisdiction to reacquire the Property on behalf of the Shawnee Tribe; or (b) the Grantee, in its sole discretion, determines that it is unwilling to wait until a federal court of competent jurisdiction has issued a final non-appealable decision on the Shawnee tribal claim and the Grantee is not in default on the Conveyance Agreement at the time of the exercise of this Put Option, then, in such event, the Grantee agrees to reconvey and the
Grantor hereby agrees to accept a reconveyance of the Property by Grantee in the form of a quitclaim deed which reconveyance shall not include those portions of the Property that Grantee has conveyed to the following parties pursuant to the Real Estate Transfer Agreements between Grantee and the following parties, each dated as of July 29, 2005, and which reconveyance shall be subject to the rights held by the following parties pursuant to such Real Estate Transfer Agreements: (i) Kansas State University, (ii) The University of Kansas, (iii) Johnson County Park and Recreation District, (iv) City of DeSoto and (v) DeSoto Unified School District No. 232, Johnson County, State of Kansas. This reconveyance shall be at no cost to the Grantor.

Upon such reconveyance under subsection (a) above, Grantee, on behalf of itself and its successors, assigns, transferees and any other successor party in interest to the Property (collectively “Successor Parties”), agree that in the event the Grantee or any Successor Parties files a claim against the Government for damages, the sole recourse and total aggregate amount available to Grantee’s and/or any Successor Parties shall not exceed twenty-two million dollars ($22,000,000).

IN WITNESS WHEREOF, the Grantor, has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army for Installations and Housing (I & H), this the ___ day of _______, 2005.

UNITED STATES OF AMERICA  

By: __________________________  
J. W. WHITAKER  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA (I & E)

COMMONWEALTH OF VIRGINIA  

)  
SS:

COUNTY OF ARLINGTON  

)  

OCTOBER 3RD, 2005

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army (I & H), whose name is signed to the foregoing instrument and who acknowledged the foregoing instrument to be his free act and deed on the date shown, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

My Commission Expires: 20 September 2006

Notary Public  
SHERINAH Z. HALL