

**AGREEMENT FOR PURCHASE AND SALE OF PROPERTY**

**THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY AND ESCROW INSTRUCTIONS** (this “Agreement”) is made and entered into as of January 16, 2019 (the “Effective Date”), by and between **FLY WITH EAGLES LLC**, a Pennsylvania limited liability company (“Seller”) and \_\_\_\_\_, (“Buyer”) as follows:

**RECITALS**

A. Seller currently owns that certain improved real property situate in Seneca, Missouri (the “Missouri Real Property”) and the improved real property adjacent thereto located in Ottawa County, Oklahoma (the “Oklahoma Real Property,” together with the Missouri Real Property, collectively the “Properties”), which two parcels together consist of approximately 33 acres of land improved with a building of approximately 140,000 square feet, and which are more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference.

B. On January 16, 2019 a public auction (the “Auction”) was held by Harry Davis LLC t/a Harry Davis & Company (the “Auctioneer”) for the sale of the Properties at which Buyer was the successful bidder.

C. Pursuant to the terms and conditions upon which the Auction was conducted Buyer as the successful bidder is required to enter into this Agreement for the purchase of the Properties.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual terms and conditions of this Agreement, the parties, intending to be legally bound hereby, do hereby agree as follows:

1. **Purchase and Sale.** Seller agrees to sell the Properties to Buyer, and Buyer agrees to purchase the Properties from Seller the upon all of the terms and conditions set forth in this Agreement.

2. **Purchase Price and Buyer’s Premium.** The purchase price is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (“Purchase Price”), to be allocated between the Oklahoma Real Property and the Missouri Real Property as determined by the Buyer on Closing (as defined below), together with a buyer’s premium of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the “Buyer’s Premium”) to be paid to the Auctioneer payable as follows:

- (a) Buyer in order to be eligible as a bidder for the purchase of the Properties at the Auction deposited the sum of Twenty-Five Thousand Dollars (\$25,000) (the “Bid Deposit”) with the Auctioneer.
- (b) If the Bid Deposit is less than ten percent (10%) of the Purchase Price, Buyer shall deposit with the Auctioneer by wire transfer of immediately available funds to an account

designated in writing by the Auctioneer the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) within two (2) business days of execution of this Agreement as an additional deposit (the "Additional Deposit") which amount is equal to the difference between the Bid Deposit and ten percent (10%) of the Purchase Price. The Bid Deposit and the Additional Deposit, if required, are hereinafter referred to collectively as the "Deposit."

- (c) Should the Closing occur as provided in this Agreement the Deposit shall be applied to the Purchase Price upon Closing. If the Closing fails to occur and this Agreement terminates as a result of a material breach or default of the Seller under this Agreement the Deposit shall be refunded to the Buyer and the parties shall have no further obligation each other. In all other events should the Closing fail to occur, the Deposit shall be non-refundable and paid to Seller as liquidated damages as provided below.
- (d) On or before 11:00 am Eastern Time on the Closing Date (as defined below) Buyer shall deposit with the Title Company by wire transfer of immediately available funds to an account designated in writing by the Title Company the amount necessary to pay the balance of the Purchase Price, less any adjustments provided herein, plus the Buyer's Premium and any other charges or sums payable by Buyer hereunder.

### 3. Title.

(a) Condition of Title. Buyer shall receive title to the Properties in fee simple free and clear of all monetary liens, with the exception of any liens for non-delinquent installments of real estate taxes and assessments which shall be prorated on Closing, subject to all building and zoning ordinances and regulations, matters that would be disclosed by an accurate survey and all other covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and title matters of record or visible from an inspection of the Properties (collectively the "Permitted Exceptions"), and without warranty except as may be otherwise expressly provided in the Deeds (as defined below) to be delivered by Seller at Closing.

(b) Title Policy. Upon Closing, Buyer shall be entitled to purchase from the Title Company at its sole cost an expense an owner's policy of title insurance for each of the Properties effective as of the date of the Closing, with liability in the amount of the Purchase Price as allocated for each, insuring that fee simple title is vested in the Buyer subject to the conditions of title set forth in Subsection (a) of this Paragraph 3 and the general exceptions contained in the Title Company's standard form owner's policy of title insurance.

4. Escrow. The closing on the purchase and sale of the Properties (the "Closing") shall be completed through an escrow (the "Escrow") at Title Company's office at Two Gateway Center, 609 Stanwix St., Suite 1900, Pittsburgh, PA 15219. Delivery of the Deeds and any other documents and any sums required to be paid hereunder shall be effected through the Escrow. It will not be necessary for the parties to attend the Closing. To fully effectuate this Agreement, Seller and Buyer agree to execute such separate or additional escrow instructions or other documents reasonably requested by the Title Company. The cost of the Escrow shall be shared equally by Buyer and Seller, except as otherwise expressly provided for herein and except that if

the Closing fails to occur because of a default by either party, then the defaulting party shall bear the entire cost of the Escrow. This Agreement shall not be merged into any such separate or additional escrow instructions, but the latter shall be deemed auxiliary to this Agreement and the provisions of this Agreement shall be controlling as between the parties hereto, and any such separate or additional escrow instructions shall expressly so provide.

5. Closing and Obligations at Closing.

(a) The Closing shall take place on a date to be fixed by mutual agreement within thirty (30) days following the Auction (the "Closing Date").

(b) On the last business day prior to the Closing Date, the obligations of Buyer, Seller and Title Company shall be as follows:

(i) Seller shall execute and deliver to Title Company a special warranty deed in recordable form conveying fee simple title to the Missouri Real Property to Buyer, subject to the Permitted Exceptions, in the form of Exhibit "B" attached hereto and incorporated herein (the "Missouri Deed").

(ii) Seller shall execute and deliver to Title Company a special warranty deed in recordable form conveying fee simple title to the Oklahoma Real Property to Buyer, subject to the Permitted Exceptions, in the form of Exhibit "C" attached hereto and incorporated herein (the "Oklahoma Deed," together with the Missouri Deed, the "Deeds").

(iii) Seller and Buyer shall each execute and deliver such other documents as are reasonably and customarily required by the Title Company in order to consummate the transactions contemplated herein, including without limitation, if required, transfer declarations in usual and customary form.

(c) On the Closing Date, the obligations of Buyer, Seller and Title Company shall be as follows:

(i) Buyer shall deliver to Title Company the Purchase Price specified in Paragraph 2 hereof, subject to the allocation provisions, prorations and charges as herein specified together with the Buyer's Premium.

(ii) Title Company shall cause the Deeds to be recorded in the proper property records of the counties where the Properties are situated; provided, however, that if there is insufficient time after Title Company's receipt of Buyer's funds to record the Deeds and then disburse Seller's proceeds of sale on the same date, then the parties hereby authorize the Title Company to conduct the closing as a "table closing," in which event, provided all conditions to Closing are satisfied and all documents and funds delivered, the transaction shall be considered closed, and Title Company shall disburse Seller's proceeds and issue the Title Policy effective as of the Closing, with recordation of the Deeds to follow as soon thereafter as possible.

(iii) The Title Company shall cause the Purchase Price, subject to allocation provisions, prorations and charges as provided herein, to be paid to Seller less the Deposit which shall be paid to the Seller separately by the Auctioneer.

(iv) The Title Company shall cause the Buyer's Premium paid to the Auctioneer.

(v) Title Company shall prorate the 2019 and any applicable fiscal year Real Estate Taxes for closing purposes as of the Closing Date, based upon the most current ascertainable tax bill with Seller being responsible for amounts accruing prior to the Closing Date, and Buyer responsible for all amounts accruing thereafter. To the extent that information for any such proration is not available on the Closing Date, Buyer and Seller shall prorate such items based on reasonable estimates reasonably satisfactory to Buyer and Seller, and shall make any necessary adjustments to such prorations outside of Escrow, as soon as possible following the Closing, but in no event later than sixty (60) days after the later of (A) the Closing Date, or (B) the date when the information for such proration is available.

(v) Except as otherwise provided herein, Title Company shall charge (A) Buyer with all recording charges incident with the recording of the Deeds, all premiums for each Title Policy and all documentary stamps, deed stamps and realty transfer taxes and (B) charge each of Buyer and Seller with one-half of the Escrow fees. All other closing costs if any shall be paid by the Buyer.

(vi) Title Company shall cause to be delivered to each of Buyer and Seller one (1) fully executed copy of the closing statement and any other documents executed at Closing.

(vii) Each party shall pay its own attorneys' fees incurred in connection with this transaction and the closing of Escrow.

**6. As Is/No Warranties. BUYER ACKNOWLEDGES, AGREES, REPRESENTS AND WARRANTS TO SELLER THAT BUYER IS A SOPHISTICATED BUYER OF PROPERTIES OF THIS TYPE AND IS THOROUGHLY FAMILIAR WITH ALL ASPECTS OF THE PROPERTIES AND THE CONDITION THEREOF. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTIES ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS AND THAT SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PROPERTIES EXCEPT AS SPECIFICALLY SET FORTH IN THE DEEDS. BUYER FURTHER ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTIES AND IS RELYING SOLELY ON ITS INSPECTION AND THE RESULTS THEREOF IN ITS DECISION TO PURCHASE THE PROPERTIES, AND HAS NOT, AND SHALL NOT, RELY UPON ANY STATEMENT OR INFORMATION FROM WHOMSOEVER MADE OR GIVEN, INCLUDING, BUT NOT LIMITED TO, ANY ATTORNEY, AGENT, EMPLOYEE OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT SELLER OR AUCTIONEER, DIRECTLY OR INDIRECTLY, VERBALLY OR IN WRITING, AND THAT NEITHER SELLER OR ANY ATTORNEY, AGENT, EMPLOYEE OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT SELLER OR AUCTIONEER IS NOT AND SHALL**

**NOT BE LIABLE OR BOUND BY ANY SUCH STATEMENT OR INFORMATION. BUYER, ON BEHALF OF ITSELF AND ALL FUTURE OWNERS AND OCCUPANTS OF THE PROPERTIES, HEREBY WAIVES AND RELEASES SELLER FROM ANY CLAIMS FOR RECOVERY OF COSTS ASSOCIATED WITH CONDUCT OF ANY VOLUNTARY ACTION OR ANY REMEDIAL RESPONSES, CORRECTIVE ACTION OR CLOSURE UNDER ANY APPLICABLE FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAWS, RULES AND REGULATIONS. FOR PURPOSES OF THIS AGREEMENT, THE TERM "ENVIRONMENTAL LAWS" SHALL INCLUDE, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ. AND THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ, AS AMENDED FROM TIME TO TIME; AND ANY SIMILAR FEDERAL STATE, AND LOCAL LAWS AND ORDINANCES AND THE REGULATIONS AND RULES IMPLEMENTING SUCH STATUTES, LAWS AND ORDINANCES.**

7. Default.

(a) DEFAULT OF SELLERS. IN THE EVENT OF A MATERIAL BREACH OR DEFAULT BY SELLER (AND PROVIDED THAT ALL CONDITIONS TO SELLER'S OBLIGATIONS HAVE BEEN SATISFIED OR WAIVED) UNDER THIS AGREEMENT PRIOR TO THE CLOSING, BUYER MAY, BUT SHALL NOT BE OBLIGATED TO, TERMINATE THIS AGREEMENT AND OBTAIN A RETURN OF THE EARNEST MONEY DEPOSIT AS PROVIDED IN PARAGRAPH 2 AND SELLER SHALL BE RESPONSIBLE FOR ANY ESCROW AND TITLE CANCELLATION CHARGES. IF BUYER FAILS TO ELECT TO TERMINATE THIS AGREEMENT BY REASON OF SUCH DEFAULT IT SHALL PROCEED TO CLOSE HEREUNDER AND WAIVE THE DEFAULT.

BUYER HEREBY EXPRESSLY WAIVES (1) ANY RIGHT TO RECOVER ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND (2) ANY EQUITABLE REMEDIES, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE, WHICH IT MAY HAVE FOR SELLER'S DEFAULT. BUYER HEREBY EXPRESSLY AGREES THAT ITS EXCLUSIVE REMEDY IN THE EVENT OF SUCH DEFAULT IS TO TERMINATE THE AGREEMENT AND RECEIVE A RETURN OF THE EARNEST MONEY DEPOSIT.

(b) DEFAULT OF BUYER. IF THE CLOSING OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT FAILS TO OCCUR BY REASON OF A FAILURE OF BUYER TO CONSUMMATE THE TRANSACTIONS ON THE CLOSING DATE WHEN REQUIRED TO DO SO IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THEN SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR SUCH DAMAGES, BUT THAT SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN FOR THE FOLLOWING REASONS: (1) THE DAMAGES TO WHICH SELLER WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTIES AT THE TIME SET FOR THE CLOSING AND THE PURCHASE PRICE FOR THE PROPERTIES AS SET FORTH IN THIS AGREEMENT;

(2) PROOF OF THE AMOUNT OF THESE DAMAGES WILL BE BASED ON OPINIONS OF THE VALUE OF THE PROPERTIES, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (3) IT IS IMPOSSIBLE TO PREDICT AS OF THE DATE ON WHICH THIS AGREEMENT IS ENTERED INTO WHETHER THE VALUE OF THE PROPERTIES WILL INCREASE OR DECREASE AS OF THE DATE SET FOR THE CLOSING, AND BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT. IN ADDITION, BOTH BUYER AND SELLER WISH TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO SEEK TO ASCERTAIN ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, BUYER AND SELLER HEREBY AGREE THAT IN THE EVENT THE CLOSING SHALL FAIL TO OCCUR BY REASON OF A DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER, SELLER SHALL BE ENTITLED TO RETAIN THE ENTIRE DEPOSIT AS AGREED LIQUIDATED DAMAGES. IT IS AGREED THAT SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT THE CLOSING SHALL FAIL TO OCCUR BY REASON OF BUYER'S DEFAULT SHALL BE THE RETENTION OF THE ENTIRE EARNEST MONEY DEPOSIT. IN ADDITION, IN SUCH EVENT, ANY ESCROW CANCELLATION CHARGES AND ADDITIONAL SUMS DUE AND OWING HEREUNDER SHALL BE PROMPTLY PAID BY BUYER TO SELLER.

8. Seller's Conditions Precedent. The following shall be conditions precedent to the consummation of this transaction by Seller, which are for its sole benefit:

(a) The payment of all monies becoming due hereunder by Buyer on or prior to the Closing Date; and

(b) The performance of all covenants of this Agreement to be kept and performed by Buyer prior to the Closing.

9. Notices. All notices and other communications required or permitted hereunder shall be in writing and, unless otherwise provided in this Agreement, will be deemed to have been duly given when delivered in person or when dispatched by electronic mail (confirmed in writing by postage prepaid first-class mail simultaneously dispatched) or one (1) business day after having been dispatched by a recognized overnight courier service to the appropriate party at the addresses specified below:

Seller: Harry Davis LLC  
1725 Boulevard of the Allies  
Pittsburgh, PA 15219  
Attn.: Leonard A. Davis, President  
Email: [Ldavis@harrydavis.com](mailto:Ldavis@harrydavis.com)

With a Copy to: Weisman & Goldman, P.C.  
1725 Boulevard of the Allies  
Pittsburgh, PA 15219  
Attn.: James L. Weisman, Esq.  
Email: [jweisman@wgbglaw.com](mailto:jweisman@wgbglaw.com)

Buyer: [To be added]

With a Copy to: [To be added]

Title Company: Chicago Title Insurance Company  
Two Gateway Center  
609 Stanwix St., Suite 1900  
Pittsburgh, PA 15219  
Attn.: William J. Weinheimer, Escrow Officer / Closer  
Email: [william.weinheimer@ctt.com](mailto:william.weinheimer@ctt.com)

or to such other address or addresses as any such party may from time to time designate as to itself by like notice.

10. Assignment. Buyer shall not assign all or any portion of its rights under this Agreement without the prior written consent of Seller which consent may be withheld by Seller in its sole and absolute discretion. Any purported assignment or transfer made by Buyer without Seller's prior written consent shall be null and void and of no further effect and further, at Seller's election shall constitute a default by Buyer hereunder entitling Seller to terminate this Agreement without waiving any of Seller's other rights or remedies hereunder.

11. Brokerage Commission. Each party represents and warrants to the other that it has not dealt with any real estate broker, salesman or finder in connection with this transaction. Seller and Buyer agree to indemnify and hold each other harmless from and against any and all claims, losses, costs, damages, liabilities or expenses, including, without limitation, reasonable attorneys' fees, to the extent arising out of the claim to a commission or finder's fee by any party claiming by or through the other party which obligations shall survive the Closing and delivery and recordation of the Deeds.

12. Other Acts. Buyer and Seller each hereby agree to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and materials as may be reasonably necessary to effect consummation of the transactions contemplated herein.

13. Time Is of the Essence. Buyer and Seller mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the

terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania or the States of Colorado, Missouri or Oklahoma, then the time of such performance shall be extended to the next business day thereafter.

14. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

15. Interpretation. Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

16. Applicable Law and Parties Bound; Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the states where the Properties are located and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. Attorneys' Fees. If any party is required to file an action to enforce the terms of this Agreement, or to recover damages for the violation of same, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, in addition to whatever other remedies or damages it may be entitled, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

18. No Merger. The obligations, representations and warranties herein contained shall not merge with transfer of title but shall remain in effect until fulfilled, or as applicable, for the time period set forth herein.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be modified except by writing executed by both parties.

20. No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto, and it is not the intention of the parties to confer any third-party beneficiary rights, benefits or entitlements of any kind on any other party, person, association or organization, and this Agreement does not confer any such rights, except as to the parties identified explicitly and/or by name in this Agreement, and their permitted successors and assigns hereunder.

21. Waiver. Unless mutually agreed to by Buyer and Seller in writing, the failure of any party at any time to require performance by the other party of any provision hereunder shall not affect such party's rights thereafter to enforce the same nor shall a waiver by any party of any breach of any provision hereof, which waivers must be expressed in writing, be taken or held to be a waiver of any other term or provision of this Agreement. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

22. Maximum Aggregate Limitation on Seller's Liability. Notwithstanding any provision to the contrary contained in this Agreement the maximum aggregate liability of Seller,

and the maximum aggregate amount which may be awarded to and collected by Buyer in connection with the transactions under this Agreement in the event of a default or breach of this Agreement by Seller shall be the amount of the Deposit. Any claim must be filed by the Buyer within one (1) year of the Effective Date, otherwise all claims are waived. If the Closing has occurred Buyer shall have no recourse against the Seller or the Auctioneer.

23. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the states where the Properties are located or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Buyer and Seller shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with a valid provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

24. Counterparts; Electronic Delivery of Agreement. This Agreement and any amendment(s) to it may be executed in counterparts, each of which shall be deemed an original and all of which counterparts, taken together, shall be deemed to be but one original. Delivery of a copy of the signed original of this Agreement or any amendment(s) to it by confirmed email, shall have the same force and effect as delivery of an ink-signed original, provided that the party delivering the Agreement electronically shall concurrently deliver the ink-signed original to Escrow.

25. Incorporation of Exhibits. All of the Exhibits listed on the “List of Exhibits” following the signature page(s) of this Agreement are incorporated herein by reference and made a part of this Agreement.

[BALANCE OF PAGE INTENTIONALLY BLANK]

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

“BUYER”:

\_\_\_\_\_

a \_\_\_\_\_ corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

“SELLERS”:

FLY WITH EAGLES LLC,  
a Pennsylvania limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acceptance by Title Company

Chicago Title Insurance Company hereby acknowledges that it has received originally executed counterparts or a fully executed original of the foregoing Agreement for Purchase and Sale of Property and agrees to act as provided as to it thereunder and to be bound by and perform the terms thereof as such terms specifically apply to Title Company without further or additional obligation hereunder in accordance with its general terms and conditions in its standard form escrow agreement to be executed by the parties.

Dated: \_\_\_\_\_, 2019

CHICAGO TITLE INSURANCE COMPANY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its Authorized Agent

**LIST OF EXHIBITS AND SCHEDULES**

- Exhibit "A" - Legal Description of Properties
- Exhibit "B" - Missouri Deed
- Exhibit "C" Oklahoma Deed

## EXHIBIT "A"

### Legal Description of Missouri Property

Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 in Lang and Mitchell's Addition to Seneca, Missouri, AND also a tract of land located in Lot 6 of Section 8, Township 24, Range 34, Newton County, Missouri, lying between the Railroad Right of way of the St Louis and San Francisco Railroad and Lang and Mitchell's Addition to the city of Seneca, Missouri, described as beginning at an iron pin at the intersection of Missouri-Oklahoma State line and the South right of way line of the St. Louis and San Francisco Railroad; thence East along the said South right of way line a distance of 241.6 feet to an iron pin; thence South 50 feet to an iron pin being located at the Northeast corner of Lot 17 of Lang and Mitchell's Addition to Seneca, Missouri; thence West along the North line of Lang and Mitchell's Addition to the Missouri and Oklahoma State line; thence North along the Missouri and Oklahoma State line to the place of beginning. AND all of the vacated alley lying West of Lot 27 in Lang and Mitchell's Addition to Seneca, Missouri.

Said Tract also being described as follows: Beginning at the Southeast corner of Lot 17 in Lang and Mitchell's Addition to Seneca, Missouri; thence North 31 degrees 36 minutes 50 seconds West 200.01 feet to the Southerly right of way line of the Burlington Northern Railroad; thence South 58 degrees 21 minutes 33 seconds West along said right of way line a distance of 240.18 feet to the Missouri-Oklahoma State line; thence South 0 degree 13 minutes 00 seconds East 239.54 feet along said State line to the Northerly right of way line of U.S. Highway 60 (Washington Avenue); thence North 57 degrees 40 minutes 08 seconds East along said right of way 365.00 feet to the point of beginning.

### Legal Description of Oklahoma Property

**For Tax Map ID(s): 4773.0, 4777.0 and 4756.0**

#### **Tract 1:**

A tract of land in the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section Eight (8), Township Twenty-seven (27), Range Twenty-five (25) of the Indian Meridian, Ottawa County, Oklahoma, more particularly described as follows, to-wit:  
Beginning at the Southeast corner of said Northeast Quarter (NE/4) of the Southeast Quarter (SE/4);  
Thence North a distance of 918 feet to the approximate center of Lost Creek;  
Thence Southeasterly along the center of Lost Creek to a point in the South line of said NE/4 of the SE/4), a distance of 480 feet West of the Southeast corner thereof;  
Thence East a distance of 480 feet to the Point of Beginning;  
Less the St. Louis San Francisco Right-of-Way;

#### **Tract 2:**

The part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Nine (9), Township Twenty-seven (27) North, Range Twenty-five (25) East which lies South of the St. Louis & San Francisco Railroad; Ottawa County, Oklahoma.

#### **Tract 3:**

A tract of land in a part of U.S. Government Lot Three (3), Section Nine (9), Township Twenty-seven (27) North, Range Twenty-five (25) East of the Indian Meridian, Ottawa County, Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the Southwest corner of Lot 3, Section 9, Township 27 North, Range 25 East of the Indian Meridian;

Thence North  $00^{\circ}39'45''$  West along the West line of Government Lot 3, a distance of 82.00 feet;

Thence North  $89^{\circ}50'09''$  East and parallel with the South line of Government Lot 3, a distance of 56.35 feet to the Westerly right-of-way of County Highway, also known as Business U.S. Highway 60; Thence Southwesterly on a non-tangent curve to the left, which has a back tangent bearing of North  $24^{\circ}25'59''$  East, a central angle of  $02^{\circ}35'49''$ , a radius of 1969.86 feet, an arc length of 89.28 feet to the South line of U.S. Government Lot 3;

Thence South  $89^{\circ}50'09''$  West along the south line of U.S. Government Lot 3, a distance of 20.32 feet to the Point of Beginning.

**Tract 4:**

All that part of Lot Three (3) of the Southwest Quarter (SW/4) lying South of the Frisco Railroad right-of-way and North of the County Highway in Section Nine (9), Township Twenty-seven (27), Range Twenty-five (25) East of the Indian Meridian, Ottawa County, Oklahoma LESS a tract of land beginning at the Southwest corner of Lot 3;

Thence North a distance of 82 feet;

Thence East a distance of 68 feet to the County Highway;

Thence in a Southwesterly direction along said Highway, a distance of 86 feet;

Thence West a distance of 44 feet to the Point of Beginning.

EXHIBIT "B"

Missouri Deed

SPECIAL WARRANTY DEED

FLY WITH EAGLES LLC, a Pennsylvania limited liability company ("GRANTOR"), whose address is 1725 Boulevard of the Allies, Pittsburgh, Pennsylvania 15219, in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, to it in hand paid by the said \_\_\_\_\_, a \_\_\_\_\_ ("GRANTEE"), whose tax mailing address is \_\_\_\_\_, does by these presents, BARGAIN AND SELL, CONVEY AND CONFIRM, merchantable fee simple title unto GRANTEE, its successors and assigns, in and to the following described lots, tracts of parcels of land, lying, being and situated in the County of Newton and State of Missouri to-wit:

As more particularly set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

SUBJECT, HOWEVER TO ALL (i) zoning and building ordinances; (ii) real estate and all ad valorem taxes and assessments both general and special not currently due and payable; (iii) liens and encumbrances caused by Grantee; (iv) matters which would be disclosed by a current, accurate survey and (v) all covenants, conditions, restrictions, easements, reservations, encumbrances and other matters of public record, all of the foregoing collectively referred to herein as the "Permitted Encumbrances."

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise 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 in 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; except with respect to the Permitted Encumbrances; and that GRANTOR will warrant and defend the title of the said premises unto the said GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, lawfully claiming the same by, through or under the Grantor, but against none other.

[Signature and Acknowledgment Page to Follow]



Exhibit A

[attached at Closing]

EXHIBIT "C"

Oklahoma Deed

SPECIAL WARRANTY DEED

FLY WITH EAGLES LLC, a Pennsylvania limited liability company ("GRANTOR"), whose address is 1725 Boulevard of the Allies, Pittsburgh, Pennsylvania 15219, in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, to it in hand paid by the said \_\_\_\_\_, a \_\_\_\_\_ ("GRANTEE"), whose tax mailing address is \_\_\_\_\_, does by these presents, BARGAIN AND SELL, CONVEY AND CONFIRM, merchantable fee simple title unto GRANTEE, its successors and assigns, in and to the following described lots, tracts of parcels of land, lying, being and situated in the County of Ottawa and State of Oklahoma to-wit:

As more particularly set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

SUBJECT, HOWEVER TO ALL (i) zoning and building ordinances; (ii) real estate and all ad valorem taxes and assessments both general and special not currently due and payable; (iii) liens and encumbrances caused by Grantee; (iv) matters which would be disclosed by a current, accurate survey and (v) all covenants, conditions, restrictions, easements, reservations, encumbrances and other matters of public record, all of the foregoing collectively referred to herein as the "Permitted Encumbrances."

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise 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 in 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; except with respect to the Permitted Encumbrances; and that GRANTOR will warrant and defend the title of the said premises unto the said GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, lawfully claiming the same by, through or under the Grantor, but against none other.

[Signature and Acknowledgment Page to Follow]



Exhibit A

[To be attached at Closing]