

TERMS OF ENGAGEMENT FOR FEE APPRAISAL SERVICE

By requesting fee appraisal services from Bar Ten Appraisals, Inc. (Appraiser), I/we (Client) agree to the following terms and conditions.

Client agrees that they will use the appraisal report and value conclusions exclusively for the intended use or uses they specified at the time of engaging Appraiser. Client will not release the appraisal report to other parties, nor allow other parties to use the appraisal report for purposes other than the stated intended uses, without the prior written consent of the Appraiser; except, the release of the appraisal report to the Client's financial or legal advisors and family members is permitted. Appraiser does not intend or consent to any other use of the appraisal than those stated. The only intended users of the appraisal have been designated by the Client and will be identified in the appraisal report. Appraiser does not intend or anticipate that any other parties will use or rely on the appraisal.

Client further agrees that the appraisal service will be subject to the following assumptions, contingent and limiting conditions:

- ◆ The liability of the Appraiser is limited to the Client and to the fee collected with no liability or obligation to any other third party. Appraiser assumes no responsibility for any costs incurred to discover or correct deficiencies of any nature present in the property.
- ◆ That the appraisal report produced will be subject to all statements, assumptions, limiting conditions and other conditions set forth in the appraisal report. Client agrees that Client will review the Appraisal Conditions upon receipt of the appraisal report and that Client's use of the appraisal will constitute acceptance of the Appraisal Conditions.
- ◆ That the title to the property is assumed to be owned and held in fee simple and any existing liens or encumbrances have been disregarded. That the subject property is in compliance with local, state and federal zoning, building, disability access and environmental laws, regulations and standards. Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable.
- ◆ The property is to be appraised based upon the legal description furnished by Client. Appraiser is not required to make any independent determination of the correct legal description, the existence of any easements, nor the state of the record title. Client agrees to consult own attorney in this regard if warranted. Further, Appraiser is not requested to conduct a survey of the property. It is understood that acreages and any sketches furnished in the appraisal report by Appraiser are based on information supplied by Client and/or information obtained from other sources that Appraiser believes to be reliable. It is understood that any plats or sketches furnished with the appraisal report are not intended to be accurate to scale, and are supplied only for assistance in visualizing the property.

- ◆ That the appraisal is based upon fee simple rights in total, and will not specify contributory value of minerals, gas, oil, or similar rights that may exist in whole or in part unless there is a perfected lease and record of recent production and/or income.
- ◆ The subject property is to be valued as of the date of the site visit to the property, unless otherwise specified by Client at the time of engagement. Client agrees that Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use of the appraisal.
- ◆ Client agrees that Appraiser or other employees of Appraiser will not be required to give testimony or attendance in court, by reason of this appraisal, with reference to this property or information contained within the appraisal report or used as the basis for the appraisal valuation unless prior written arrangements are made therefore. In the event that Appraiser or any of its Personnel is required by subpoena or other legal process to provide testimony or produce documents relating to Appraiser's services or appraisals under this agreement, whether in court, deposition, arbitration or in any other proceeding, and regardless of the identity of the party requiring such testimony or production of documents, Client agrees to compensate Appraiser for the reasonable time incurred by Appraiser and its Personnel in connection with the preparation of such testimony and/or documents at Appraiser's regular hourly rate in effect at that time for expert/testimonial services and to reimburse Appraiser's reasonable actual expenses.
- ◆ Neither all nor any part of the contents of the appraisal report, or copy thereof shall be distributed without the prior written consent of Appraiser. Possession of the appraisal report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use. Neither all nor any part of the appraisal report shall be conveyed to the general public through advertising, public relations, news, sales or other media, without the written consent and approval of Appraiser.
- ◆ Client agrees the appraisal will not include an opinion on the presence or absence of hazardous or toxic materials, toxic waste, or any substance contamination of buildings, improvements, air, water, plants, or soil. Client agrees that Appraiser is assuming no responsibility to discover or report any contaminated site, even if it is obvious, and the appraised value will not include any adjustment for expenses or costs, if any, which at any time result from or are associated with damage by, or removal of, any items specified in this paragraph. Client understands it is their responsibility to consult a qualified professional to identify and evaluate the presence of such waste or contamination of the property, if warranted.
- ◆ In the event that Client utilizes or submits Appraiser's appraisal in connection with a tax matter (with or without Appraiser's consent), Client understands and agrees that Appraiser and its Personnel provide no warranty, representation or prediction as to the outcome of the tax matter. Client understands and acknowledges that the taxing authority (whether it is the Internal Revenue Service or any state or local tax authority) may disagree with or reject the appraisal or otherwise disagree with Client's tax position, and further understands and

acknowledges that the taxing authority may seek to collect from Client additional taxes, interest, penalties or fees. Client agrees that Appraiser and its Personnel shall have no responsibility or liability to Client or any other third party for any such taxes, interest, penalties or fees and Client will not seek damages or other compensation from Appraiser or its Personnel relating to any taxes, interest, penalties or fees imposed on Client or for any attorneys' fees, costs or other expenses relating to Client's tax matter. These limitations of liability and damages restrictions shall be in addition to any other limitations or restrictions stated in this Agreement. Appraiser's Personnel are intended third party beneficiaries of this section.

- ◆ Appraiser will use its best efforts to deliver the appraisal report by the date agreed to at the time of engagement. In the event of an anticipated delay beyond that date, Appraiser will inform the client promptly. In no event will Appraiser be liable for losses or damages resulting from a delayed delivery date.

Appraiser and Client agree that to the fullest extent permitted by applicable law, each party's maximum aggregate and joint liability to the other party for any and all claims or causes of action relating to this Agreement or to appraisals or other services under this Agreement shall be limited to the compensation paid to Appraiser for the services that are subject of the claims or causes of action. Neither party shall be liable to the other party for special or consequential damages. This Agreement shall be construed and governed under the laws of the State of Kansas.

Appraiser and its Personnel will comply with all duties of confidentiality imposed by applicable law and professional appraisal standards. Client consents to and authorizes Appraiser and its Personnel to disclose the appraisal report and other information relating to the appraisal assignment, including information which may be considered confidential, to third parties as required by law, as necessary for compliance with professional appraisal standards, and as necessary for the purpose of Appraiser's or its Personnel's response to threatened or actual legal or regulatory actions.

Client will remit payment promptly upon billing for this service. The fee for this appraisal is for the service rendered and not for the physical report or the time spent preparing the physical report. The fee for providing of this report is for analytical services provided by Appraiser and has no relation to the final values reported.