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DELAWARE COUNTY IOWA
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2003 AP 29 AM 11: 0
BOOK 3 PAGE 3022
DEBORAH L. FINTON
DELAWARE COUNTY RECORDER
DELHI IOWA

Douglas M. Henry 200 Security Building 151 West 8th Street Dubuque, Iowa 52001 (319) 556-4011

SPACE ABOVE THIS LINE FOR RECORDER

AFFIDAVIT EXPLANATORY OF TITLE

Re: Real property in Delaware County, Iowa, legally described as:

The North forty-six (46) feet of Lots Ninety-Two (92) and Ninety-Three (93), Manchester, Iowa, according to the plat recorded in Book I L.D., Page 284

State of Iowa)
) SS:
Dubuque County)

The undersigned, being first duly sworn and on oath, states:

1. My name is Douglas M. Henry. I am and have been at all times material to this affidavit an attorney licensed to practice law and practicing law in the State of Iowa, Iowa Bar No. 000002309. I make this affidavit based upon my personal knowledge of the matters recited herein and based upon my business file materials regarding the matters and events described herein. I am an attorney authorised by the United States Bankruptcy Court, Northern District of Iowa, Eastern Division, to represent Iowa Oil Company as Debtor-in-Possession in Bankruptcy Case No. 03 – 00418 in said Court.

2. On February 13, 2003, Iowa Oil Company filed a voluntary petition as a Debtor in United States Bankruptcy Court, Northern District of Iowa, commencing a Chapter 11 bankruptcy case. A true and correct copy of said Petition is attached hereto and incorporated herein by this reference as Exhibit A.

3. On the same date, February 13, 2003, Iowa Oil Company as Debtor filed schedules of its assets. The above-described property in Delaware County, Iowa, was listed on Schedule A as follows: "117 North Franklin, Manchester, Iowa. Legal description attached as Exhibit F." True and correct copies of Schedule A and Exhibit F thereto are attached as Exhibit B to this affidavit.

4. On March 26, 2003, Iowa Oil Company as Debtor-in-Possession filed a Motion for Approval of Sale – Manchester Real Property. A true and correct copy of said Motion is attached as Exhibit C to this affidavit.

5. On March 26, 2003, notice of said Motion was given as required by the Bankruptcy Code and Rules. A true and correct copy of said Notice and Certification of service, with service list attached, is attached as Exhibit D to this affidavit.

6. No objections to said Motion were filed or served within the time provided by the said Notice.

7. On April 25, 2003, the Bankruptcy Court entered its Order authorizing the proposed sale of the above described real property. A true and correct copy of said Order is attached as Exhibit E to this affidavit.

Dated at Dubuque, Iowa, this 28 day of April, 2003.

Douglas M. Henry
Attorney at Law
Iowa Bar No. 000002309

Subscribed and sworn to before me, a Notary Public in and for said County and State, on this 28th day of April, 2003.

Notary Public

NOTARIAL SEAL IOWA
KAREN A. DeMUTH
COMMISSION NO. 137221
MY COMMISSION EXPIRES
9/26/03

(Official Form 1) (12/02)

FORM B1

United States Bankruptcy Court
Northern District of Iowa

Voluntary Petition

03-00418

Name of Debtor (if individual, enter Last, First, Middle):	Name of Joint Debtor (Spouse)(Last, First, Middle):
Iowa Oil Company	
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names): **IOCO** **IOCO Speede Shoppe**	All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):
Soc. Sec./Tax I.D. No. (if more than one, state all): **42-0333760**	Soc. Sec./Tax I.D. No. (if more than one, state all):
Street Address of Debtor (No. & Street, City, State & Zip Code): **2080 Southpark Ct.** **Dubuque, IA 52003**	Street Address of Joint Debtor (No. & Street, City, State & Zip Code):
County of Residence or of the Principal Place of Business: **Dubuque**	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): **P.O. Box 712** **Dubuque, IA 52004-0712**	Mailing Address of Joint Debtor (if different from street address):
Location of Principal Assets of Business Debtor (if different from street address above):	

Information Regarding the Debtor (Check the Applicable Boxes)

Venue (Check any applicable box)

☑ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Type of Debtor (Check all boxes that apply)

☐ Individual(s)
☑ Corporation
☐ Partnership
☐ Other _____
☐ Railroad
☐ Stockbroker
☐ Commodity Broker
☐ Clearing Bank

Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box)

☐ Chapter 7
☐ Chapter 9
☑ Chapter 11
☐ Chapter 12
☐ Chapter 13
☐ Sec. 304 - Case ancillary to foreign proceeding

Nature of Debts (Check one box)

☐ Consumer/Non-Business
☑ Business

Chapter 11 Small Business (Check all boxes that apply)

☐ Debtor is a small business as defined in 11 U.S.C. § 101
☐ Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)

Filing Fee (Check one box)

☑ Full Filing Fee Attached
☐ Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.

Statistical/Administrative Information (Estimates only)

☐ Debtor estimates that funds will be available for distribution to unsecured creditors.
☑ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

Estimated Number of Creditors	1-15	16-49	50-99	100-199	200-999	1000-over
	☑	☐	☐	☐	☐	☐

Estimated Assets	$0 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 million	$1,000,001 to $10 million	$10,000,001 to $50 million	$50,000,001 to $100 million	More than $100 million
	☐	☐	☐	☐	☐	☑	☐	☐

Estimated Debts	$0 to $50,000	$50,001 to $100,000	$100,001 to $500,000	$500,001 to $1 million	$1,000,001 to $10 million	$10,000,001 to $50 million	$50,000,001 to $100 million	More than $100 million
	☐	☐	☐	☐	☑	☐	☐	☐

Exhibit A

Voluntary Petition
(This page must be completed and filed in every case)

Name of Debtor(s): Iowa Oil Company

Prior Bankruptcy Case Filed Within Last 6 Years (If more than one, attach additional sheet)

Location Where Filed:	Case Number:	Date Filed:
NONE		

Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor:	Case Number:	Date Filed:
NONE		
District:	**Relationship:**	**Judge:**

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X **Not Applicable**
Signature of Debtor

X **Not Applicable**
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of Attorney

X _____
Signature of Attorney for Debtor(s)

Paul Fitzsimmons, 1601
Printed Name of Attorney for Debtor(s) / Bar No.

BLAIR & FITZSIMMONS, P.C.
Firm Name

850 White Street Dubuque, IA 52001-7035
Address

Dubuque, IA 52001

563-588-1970 **563-556-4033**
Telephone Number

Date Feb. 13, 2003

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.
The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X Brian P. Enke
Signature of Authorized Individual

Brian P. Enke
Printed Name of Authorized Individual

Vice-President
Title of Authorized Individual

Date 2-13-03

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10Kand 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11)

☑ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

X **Not Applicable**
Signature of Attorney for Debtor(s) Date

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☑ No

Signature of Non-Attorney Petition Preparer

I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.

Not Applicable
Printed Name of Bankruptcy Petition Preparer

Social Security Number

Address

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

X **Not Applicable**
Signature of Bankruptcy Petition Preparer

Date

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

FORM B6A
(6/90)

In re: Iowa Oil Company
Debtor

Case No. _____
(If known)

SCHEDULE A - REAL PROPERTY

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
100 East First Street, Dubuque, Iowa. Legal description attached as Exhibit A	Fee Owner		$ 650,000.00	$ 0.00
1021 2nd Avenue SE, Dyersville, Iowa. Legal description attached as Exhibit B	Fee Owner		$ 310,000.00	$ 312,351.00
104 Jefferson, Hanover, Illinois. Legal description attached as Exhbit C.	Fee Owner		$ 150,000.00	$ 0.00
107 Hwy 35, Bloomington, Wisconsin. Legal description attached as Exhibit D.	Fee Owner		$ 85,000.00	$ 0.00
117 Hwy 61, Tennison, Wisconsin. Legal description attached as Exhbit E.	Fee Owner		$ 120,000.00	$ 50,764.00
117 N. Franklin, Manchester, Iowa. Legal description attached as Exhibit F.	Fee Owner		$ 140,000.00	$ 0.00
140 W. Cherry, Lancaster, Wisconson, Legal description attached as Exhibit G.	Fee Owner		$ 140,000.00	$ 66,785.00
1520 11th St., Rock Island, Illinois. Legal description attached as Exhibit H.	Fee Owner		$ 175,000.00	$ 0.00
2080 Southpark Court, Dubuque, Iowa. Legal description attached as Exhibit I.	Fee Owner		$ 725,000.00	$ 647,658.00
2150 Twin Valley Rd., Dubuque, Iowa. Legal description attached as Exhibit J.	Fee Owner		$1,500,000.00	$1,314,971.00
2311 Avenue L, Fort Madison, Iowa. Legal description attached as Exhibit K.	Fee Owner		$ 65,000.00	$ 0.00
245 Highway 151, Platteville, Wisconsin. Legal description attached as Exhibit L.	Fee Owner		$ 100,000.00	$ 0.00
27 Springe Ave., Waukon, Iowa. Legal description attached as Exhibit M.	Fee Owner		$ 100,000.00	$ 0.00
920 Main St., Keokuk, Iowa. Legal description attached as Exhibit N.	Fee Owner		$ 128,000.00	$ 0.00

Exhibit B

SCHEDULE A
Exhibit D

107 Hwy. 35
Bloomington, Wisconsin

The East 50 feet of Lot Seven (7), and Lot Eight (8) of Sargent's Addition to the Village of Bloomington, Grant County, Wisconsin, less Highway; and Parcel #1 located in Lot 9 of Block 4 of the Plat of Sargent's Addition to the Village of Bloomington, Grant County, Wisconsin.

SCHEDULE A
Exhibit E

117 Hwy. 61
Tennyson, Wisconsin

Part of Lot 25 in Section 35, T3N, R3W, Tennyson, Wisconsin, according to the recorded plats thereof, subject to easements of record and not of record. The perimeter of said Parcel surveyed is more particularly described as follows:

Commencing at Northwest corner of Lot 29 of Block 35, from subdivision of Section 35, T3N, R3W; thence South 0° 00' 00" West a recorded distance of 204.52 feet, along the West line of said Lot 29 to the Point of Beginning; thence South (This is an assumed bearing for the purposes of this survey only), along West line of said Lot 29, a distance of 172.20 feet; thence South 74° 48' 00" West a distance of 107.62 feet, to the centerline of U.S. Highway 61; thence North 30° 31' 08" West, along the centerline of said Highway 61, a distance of 118.75 feet; thence North 59° 08' 00" East, a distance of 191.25 feet to the Point of Beginning. The total area of Part of Lot 25 of said Section 35 is 0.466 Acre and is subject to all easements of record and not of record.

SCHEDULE A
Exhibit F

117 N. Franklin
Manchester, Iowa

The North 46 feet of Lots 92 and 93 of the Original Town Plat of the Village (Now City) of Manchester, Iowa, according to the recorded plats thereof, subject to easements of record and not of record. The perimeter of said Parcel surveyed is more particularly described as follows:

Commencing at Northwest corner of Lot 94 of Original Town Plat, said point being

a Point of Beginning; thence South 0° 05' 13" East (This is an assumed bearing for the purposes of this survey only) along the West line of said Lot 94, a distance of 46.00 feet; thence South 90° 00' 00" West a distance of 132.60 feet to the East R.O.W. (Right of Way) line of Franklin Street; thence North 0° 05' 43" West a distance of 46.00 feet, to the South R.O.W. line of Fayette Street; thence North 90° 00' 00" East a distance of 132.61 feet to the Point of Beginning. The total area of the North 46 feet of Lots 92 and 93 is 6100 feet, and is subject to all easements of record and not of record.

SCHEDULE A
Exhibit G

140 W. Cherry Street
Lancaster, Wisconsin

Commencing at Northwest corner of Lot 3 of Block 26, of Original Plat of Lancaster, said point being the Point of Beginning; thence North 0° 00' 53" West, along the East R.O.W. (Right of Way) line of Jefferson Street, a distance of 119.95 feet, to the Southern R.O.W. line of Cherry Street; thence North 89° 50' 23" East (This is an assumed bearing for the purposes of this survey only), along said R.O.W. line of Cherry Street, a distance of 120.37 feet to the West R.O.W. line of a public alley; thence South 0° 00' 52" West a distance of 120.00 feet to the Northeast corner of said Lot 3, Block 26; thence South 89° 51' 35" West, along North line of said Lot 3, a distance of 120.31 feet to the Point of Beginning. The total area of Lot 1 and Lot 2 of Block 26 of the Original Plat of Lancaster is 14438 sq. ft. and both are subject to all easements of record and not of record.

SCHEDULE A
Exhibit H

1520 11th St.
Rock Island, Illinois

Lot Number Eighteen in Block Number One in that part of the City of Rock Island known as and called "L. Mosenfelder's Place, Rock Island, Illinois," an addition to said City, situated in the County of Rock Island and State of Illinois.

SCHEDULE A
Exhibit I

2080 Southpark Court
Dubuque, Iowa

UNITED STATES BANKRUPTCY COURT
FOR THE
NORTHERN DISTRICT OF IOWA

IN RE:

IOWA OIL COMPANY	Chapter 11
Debtor	Bankruptcy No. 03 – 00418

MOTION FOR APPROVAL OF SALE – MANCHESTER REAL PROPERTY

COMES NOW the Debtor-in-Possession and moves for the entry of an order approving sale of real property of the estate as follows:

1. Among the assets of the estate is a parcel of real property located at 117 North Franklin, Manchester, Delaware County, Iowa, (Schedule A, Exhibit F), including a convenience store structure, with canopy, fuel pumps, and fuel storage tanks fixtures, legally described as:

> The North forty-six (46) feet of Lots Ninety-Two (92) and Ninety-Three (93), Manchester, Iowa, according to the plat recorded in Book I L. D., Page 284,

2. At the time of filing of this bankruptcy case, and for the preceding several years, the above described property was leased to a tenant which operated an Oky Doky convenience store thereon.

3. Before the filing of this case, the Debtor received an offer to purchase the above described real estate and the Debtor accepted the offer; a true and correct copy of the accepted offer, entitled "Purchase Agreement: Commercial Property" is attached hereto and incorporated herein by this reference.

4. The secured Creditor American Trust & Savings Bank holds a first mortgage interest in the above described property to secure payment of indebtedness greater than the value of the above described property.

5. The subject real property is not necessary to an effective reorganization of the Debtor; in fact, sale of the real property will allow application of the net proceeds of sale to secured debt owing to American Trust & Savings Bank, reducing the principal amount which must be serviced through Debtor's operations.

6. The secured debt owing to American Trust & Savings Bank is secured by several mortgages on several parcels of real property, including the property which is

Exhibit C

hereby proposed to be sold, and the total of the debt so secured exceeds the value of the parcel which is the subject of this motion; with the approval of the Court, the entire net proceeds of sale will be paid over to American Trust & Savings Bank, which has agreed that such entire net proceeds will be applied entirely to principal of the indebtedness secured by mortgage on the above described property.

7. It is in the best interests of the Debtor and of the Estate that the Debtor be permitted to sell the above described real property free and clear of liens and encumbrances, all liens and encumbrances to attach to the net proceeds of sale remaining after payment from the gross proceeds of real estate taxes, tax proration, special assessment, transfer tax, abstracting costs, costs of title corrections, if any, and other ordinary expenses of sale, with such net proceeds to be paid over to American Trust & Savings Bank for application to principal of the indebtedness secured thereby.

WHEREFORE, the Debtor-in-Possession moves for the entry of an order approving sale of the above described real property, including canopy, fuel pumps and fuel tanks fixtures according to the attached Purchase Agreement: Commercial Property, free and clear of liens and encumbrances, with liens and encumbrances to attach to the net proceeds of sale, and net proceeds of sale to be paid over to American Trust & Savings Bank for application to principal of the indebtedness secured thereby.

FUERSTE, CAREW, COYLE,
JUERGENS & SUDMEIER, P.C.

By _____
Douglas M. Henry, 000002309
200 Security Building
151 West 8th Street
Dubuque, Iowa 52001
Phone: (563) 556-4011
Fax: (563) 556-7134

ATTORNEYS FOR DEBTOR-IN-POSSESSION

COPY

PURCHASE AGREEMENT: COMMERCIAL PROPERTY

Date of Purchase Agreement: 1/20/03

THE UNDERSIGNED Buyer hereby offers to buy the real property situated in Manchester, Iowa, locally known as: 117 N. Franklin, Manchester, IA (Oky-Doky) and legally described as Per abstract subject to and together with any easements, zoning restrictions, restrictive covenants and leases, if any, and agrees as follows:

1. **PURCHASE PRICE:** The Purchase Price shall be $110,000.00 (see G.) this page. ($ 110,000.00) paid as follows:
   $ 10,000.00 Earnest Money with this offer to be held in trust by Listing Broker or an escrow company and credited toward purchase price at closing. In the event this Agreement is not accepted by Buyer and Seller OR all conditions/contingencies are not met in a timely manner as specified in this agreement, then said earnest money is to be returned to Buyer with no further signed release necessary. Earnest money scheduled to be held in excess of 90 days and in an amount equal to or exceeding $7,500 shall be placed in an interest bearing account with interest accruing in favor of Buyer. Upon delivery of warranty deed balance of purchase price shall be payable as follows (select A,B, or C):
   A. ___ **CASH.** Buyer will pay the balance of the purchase price in cash at the time of closing. This agreement is not contingent upon Buyer obtaining such funds, however, Buyer agrees to provide, within 10 working days, verifiable evidence of the funds needed to close.
   B. ___ **NEW MORTGAGE.** This Purchase Agreement is contingent upon Buyer obtaining a commitment in writing for a new mortgage no later than (date)_____. Buyer agrees to make a good faith effort in obtaining said mortgage commitment and to execute all documents and furnish all information required by the lender.
   C. ___ **OTHER FINANCING TERMS:** _____

2. **POSSESSION AND CLOSING:** Closing shall be on (date) 6/1/03 or sooner. Possession to be given at time of closing or on (date) 6/1/03 (time) 5:00 A.M./P.M. If for any reason the closing is delayed, the Buyer and Seller may make a separate agreement with adjustments as of the date of possession in the form of an amendment or interim occupancy agreement. Any unpaid balance, rents, interest or insurance shall be adjusted as of the date of possession and shall bear interest at the rate of ___% per annum.

3. **CONDITIONS/CONTINGENCIES:** Buyer is purchasing the property for use as _____. Buyer's obligation to complete this purchase is subject to satisfaction of the following conditions/contingencies which may be waived by Buyer's initials preceding each condition.
   ___ WAIVED a) Within ___ calendar days, the Buyer shall determine whether the existing zoning will permit the use stated above.
   ___ WAIVED b) Within ___ calendar days, Buyer shall determine whether the utility services to the property are sufficient.
   ___ WAIVED c) Within ___ calendar days, Buyer may have the property inspected to determine if there are any structural, mechanical, plumbing, electrical or other deficiencies unacceptable to Buyer.
   Conditions A, B, and C above shall be considered satisfied and thereby removed as a contingency if the respective time periods expire with no written notice from Buyer to Seller.
   ___ WAIVED d) Buyer, at its expense, ___will/ X will not order a new survey, which must be completed and deemed acceptable by Buyer no later than (date)_____.
   ___ WAIVED e) Buyer shall have the right, at its own expense, on or before (date)_____ to secure an environmental assessment of the property. Should Buyer, in its sole judgement, conclude that the environmental condition is unsatisfactory, then Buyer, upon written notice to Seller, may elect to rescind this agreement. Buyer to indemnify Seller for any damage to the property resulting from any environmental tests or investigations. Buyer agrees to furnish Seller copies of all environmental reports obtained by Buyer in the event Buyer elects to rescind this agreement due to environmental concerns.
   ___ WAIVED **f) If Buyer intends to re-zone, develop, or build upon the property, this agreement is further conditioned upon Buyer obtaining the following by the specified deadlines:**

WAIVED	DEADLINE	
___	_____	Re-zoning the property to _____(Seller agrees to execute necessary forms and documentation that may be required.) Prior to Seller accepting the conditions of the re-zoning, Buyer must release all contingencies and conditions and agree to perform as specified, should said re-zoning be granted; unless the parties otherwise agree to the following: _____
___	_____	Site plan approval by all governmental authorities
___	_____	___Preliminary/__Final plat plan approval with conditions acceptable to Buyer
___	_____	Satisfactory geotechnical report (paid by Buyer) showing that the physical characteristics of the property are acceptable for construction, development
___	_____	Confirmation that the property is not within 100 year flood plain

   g) Additional contingencies Buyer to pay real estate commission, property to be certified contamination free. Canopy, pumps, & tanks to stay. Seller to give notice to Oky Doky to vacate the premises on/or before June 1, 2003.

THE CLOSING AND TRANSFER OF TITLE SHALL SERVE AS NOTICE TO SELLER AND BROKERS THAT ALL OF THE ABOVE CONDITIONS/CONTINGENCIES HAVE BEEN SATISFIED OR WAIVED.

4. **PHYSICAL CONDITION PRIOR TO CLOSING:** The property as of the date of this agreement including building, grounds and all improvements, will be preserved by Seller in its present condition until possession, ordinary wear and tear excepted. The Buyer shall be permitted to make a final inspection prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property. Seller agrees to remove, at its expense and prior to possession, all personal property not included in this sale, including all trash and miscellaneous items. Any such personal property remaining on the premises shall, unless otherwise agreed, be conclusively presumed to have been abandoned by and of no value to Seller. Seller to be liable for any costs incurred by Buyer for the removal of said personal property. Seller, unless specifying otherwise in writing, represents that as of date of closing the heating equipment, air conditioning, ventilating equipment, plumbing, electrical systems, and included appliances will be functioning properly, except no exceptions.

5. **DUTIES OF THE PARTIES:**
   A. The Broker, its agents and employees make no representations or warranties as to the physical or mechanical condition of the property, its size, value, future value or income potential.
   B. Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose material defects of which the Seller has actual knowledge and which a reasonable inspection by the Buyer may not reveal.

6. **INCLUDED PROPERTY:** Included with the property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as but not limited to: voice/data wiring and ports, pre-wired security systems, electrical service cables, fencing, shelving, gates, landscaping , light fixtures, air conditioning/heating equipment. Also included shall be the following: None.
   The following items, owned by tenants or otherwise reserved by Seller and therefore not included, are: None.

7. **RENTAL PROPERTY:** If this property is currently used as rental property, the agreement is not contingent upon Seller providing Buyer evidence of compliance with local zoning and housing code ordinances, if applicable, unless otherwise provided herein. However, Seller does represent that Seller has not been notified by any governmental authority of any existing deficiency or violation that requires remedial action. Seller shall furnish copies of all leases and agreements between Tenants and Seller and this offer ____is/ XX is not subject to Buyer approving said leases and agreements by (date)_____. Any future commissions or other fees due under existing leases/agreements shall be the responsibility of the seller.
   Federal law (known as Title X) requires notification of potentially dangerous levels of lead based paint in certain properties built prior to 1978 (See Lead-Based Paint Disclosure). If applicable, Seller will provide Buyer with copies of any records or prior test results pertaining to lead-based paint findings.

8. **NOTICE:** Any notice required under this Purchase Agreement shall be deemed given when it is received in writing either by hand delivery or by certified mail, return receipt requested. Persons designated for receipt of any notice for the purpose of the Agreement shall be as follows:

For Seller:	For Buyer:
_____	_____
_____	_____

   Copies of such notices shall also be sent to the Listing Agent and Selling Agent or their brokers.

9. **TAXES:** The Seller shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given. All subsequent taxes are payable by the Buyer, except for the following proration (chose A, B, or C)
   X A. Seller to credit Buyer $ 6.36 per day from July 1 to possession
   X B. The proration from July 1 to possession shall be based upon latest known applicable assessed value, rollback (if applicable), exemptions and levy rate of record at time of settlement
   ____ C If taxes are not certified at the time of closing, current taxes plus 20% shall be escrowed and said taxes are to be paid from this escrow when certified. Per diem tax proration from July 1 to possession shall be based upon current taxes plus 20% to be adjusted at the settlement of the escrow.

10. **SPECIAL ASSESSMENTS:** The Seller shall pay in full all special assessments at the time of delivery of deed or execution of formal installment agreement. All Association fees, if any, shall also be paid current by the Seller to date of closing. All charges for solid waste, trash removal, sewage and assessments for maintenance that are attributable to the Seller's ownership shall be paid by the Seller. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds returned to the Seller without further signatures of the Buyer. Special assessment for cub & gutter.
    Estimated $6,455.00

11. **INSURANCE:** Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date. However, Buyer shall have the right to complete the closing and receive insurance proceeds regardless of the extent of damages.

12. **JOINT TENANCY:** If Seller's title is held in joint tenancy this agreement shall not sever such joint tenancy.

13. **DEED:** Upon payment of purchase price, Seller shall convey title by warranty deed, with terms and provisions as per form approved by the Iowa State Bar Association, free and clear of liens and encumbrances, reservations, or modifications, except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of said warranty deed.

14. **ABSTRACT AND TITLE:** Seller shall, upon release of contingencies, have the Abstract of Title extended to date of release of contingencies and conditions in this agreement and submit to an attorney for a title opinion for the Buyer. Such attorney shall be selected by the Buyer or their lender. Such Abstract of Title shall show merchantable title in the Seller's name, subject only to encumbrances and liens herein assumed and such other encumbrances and liens shall be paid from the proceeds of this sale. Seller agrees to make every reasonable effort to promptly perfect the title in accordance with such title opinion, or title insurance if applicable, so that upon conveyance, title shall be deemed marketable in compliance with this Agreement. If this sale is on the deferred installment plan, such other encumbrances shall not exceed the unpaid balance of the stated purchase price and shall provide for an interest rate and terms of payment no more onerous than those agreed to in this Agreement. Thereafter the Seller shall not be obligated to make any further extensions or corrections other than to show, upon full payment of the purchase price, entries subsequently caused by the Seller and satisfaction of unassumed encumbrances shown by said examination or those thereafter imposed by the Seller. Upon full payment of the purchase price, Seller shall deliver to Buyer a general warranty deed to this property accompanied by the Abstract of Title. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds this Agreement after giving ten (10) days written notice to the other party and the Broker(s). The Seller shall not be entitled to rescind this Agreement unless it has made a reasonable effort to produce marketable title in the prescribed time.

15. **REMEDIES OF THE PARTIES:** If Seller fails to fulfill this Agreement it will pay the Listing Broker the commission in full. The Buyer shall have the right to have all payments returned, and/or to proceed by any action at law or in equity and the Seller agrees to pay costs and reasonable attorney fees, and a receiver may be appointed. Broker may maintain an action at law against Seller for the Broker's commission. If the Buyer fails to fulfill this Agreement, Seller may forfeit the same as provided in the Code of Iowa, and all payments made so far shall be forfeited, or the Seller may proceed by an action at law or in equity. The Buyer agrees to pay costs and reasonable attorney fees, including the Broker's commission. For purposes of collecting the Broker's commission, Broker shall be deemed a third party beneficiary to this Agreement. If Buyer or any other person or persons shall be in possession of this property or any part thereof, Buyer will peaceably remove himself and his possessions and abandon all claims to any right, title and interest in and to said property or in and to this Contract, or in default thereof he may be treated as a Tenant holding over unlawfully after the expiration of a lease and may be ousted and removed.

16. **COURT APPROVAL:** If the property is an asset of any estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly obtain Court approval and conveyance shall be made by a Court Officer's Deed.

17. **FUNDS:** It is agreed that at time of closing funds of the purchase price received from the Buyer and/or Buyer's lender may be used to apply to the purchase price, pay taxes and other liens, same to be handled under supervision of the Broker and subject to approval of Buyer's attorney on title questions needed to produce marketable title. Seller hereby appoints the Listing Broker to receive such funds and make such payments and disbursements.

18. **GENERAL PROVISIONS:** In the performance of each part of this Agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. Provisions of the Agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

19. **MEDIATION:** In the event of a dispute, Buyer and Seller agree to mediation prior to initiating legal action. The mediation will be conducted in accordance with the Rules and Procedures of the Iowa Association of REALTORS® Mediation Council. These Rules will be provided upon request.

20. **SUCCESSORS IN INTEREST:** When accepted, this Agreement shall apply to and bind the heirs, executors, administrators, assigns, and successors in interest of both parties. In case of the assignment of this Agreement by either party, prompt written notice shall be given to the other party. The liability of the Buyer under this Agreement shall not cease or be terminated, even though the Agreement be assigned by the Buyer, unless this liability is specifically released in writing by the Seller.

21. **STRUCTURAL PEST CONTROL REPORT:** Seller will furnish a structural pest control report by a professional exterminator and agrees to pay for any treatment necessary to free the premises of active structural pests. In the event damage has occurred from infestation the Buyer shall have the option of declaring this Agreement null and void if Seller declines to repair damage to the satisfaction of a contractor and/or professional engineer of Buyer's choosing.

22. **OTHER PROVISIONS:** _____

_____

Address 117 N. Franklin

THIS IS A LEGALLY BINDING AGREEMENT IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.
This offer to purchase is made of my own free will and shall be good and binding upon the undersigned if accepted on or before (date) Jan. 31, 2003, by 5:00 AM/PM.

☐ **SEE ATTACHED ADDENDUM(S).**

[redacted]
Buyer's Social Security/Federal ID Number

Stephen H. Palmer
Buyer's Signature

Stephen H. Palmer
Printed Name

Buyer's Social Security/Federal ID Number

Buyer's Signature

Printed Name

The undersigned Seller of the above property:

☑ accepts the above offer and agrees to sell this property according to the terms offered on this date of Dubuque, IA, at 11:30 AM/PM.

42-0333760
Seller's Social Security/Federal ID Number

Brian Enke
Seller's Signature

Brian Enke
Printed Name

Seller's Social Security/Federal ID Number

Seller's Signature

Printed Name

OR

The undersigned Seller of the above property:

☐ accepts the above offer, however, counters certain terms and conditions as follows:

All other terms and conditions of the initial offer to buy shall remain the same. This Counter Offer shall expire on (date)_____, 1999, at _____ AM/PM.

Seller's Social Security/Federal ID Number

Seller's Signature

Printed Name

Seller's Social Security/Federal ID Number

Seller's Signature

Printed Name

COUNTER OFFER IS ACCEPTED ON (date)_____ BY :

Seller's Social Security/Federal ID Number

Seller's Signature

Printed Name

Seller's Social Security/Federal ID Number

Seller's Signature

Printed Name

UNITED STATES BANKRUPTCY COURT
FOR THE
NORTHERN DISTRICT IOWA

In Re:

IOWA OIL COMPANY — Chapter 11

Debtor — Bankruptcy No. 03 – 00418

NOTICE OF MOTION FOR ORDER ALLOWING SALE OF REAL PROPERTY – 117 NORTH FRANKLIN, MANCHESTER, IOWA – FREE AND CLEAR OF LIENS AND ENCUMBRANCES
NOTICE OF BAR DATE FOR OBJECTIONS

To: All Creditors and Parties in Interest:

NOTICE IS HEREBY GIVEN of the Motion filed March 26, 2002, (Document Number: 51) by Iowa Oil Company, as Debtor in Possession, requesting approval of sale of real property located at 117 North Franklin, Manchester, Delaware County, Iowa, and more particularly described as:

> The North Forty-six (46) feet of Lots Ninety-two (92) and Ninety-three (93), Manchester, Iowa, according to the plat recorded in Book I L.D., Page 284

free and clear of liens and encumbrances.

NOTICE IS FURTHER GIVEN that any objection thereto must be served on the undersigned Attorney for the Debtor in Possession at the address listed below, on the United States Trustee at Law Building, Suite 400, 225 Second Street SE, Cedar Rapids, Iowa, 52401, and filed with the Clerk of the U.S. Bankruptcy Court for the Northern District of Iowa, at PO Box 74890, Cedar Rapids, Iowa 52401, on or before 4:30 PM on the 19th day of April, 2003.

Exhibit D

NOTICE IS FURTHER GIVEN timely filed objections, if any, will be set for hearing by separate notice, and if none are filed, the appropriate Order will enter.

Dated: March 26, 2003.

FUERSTE, CAREW, COYLE,
JUERGENS & SUDMEIER, P.C.

By _____
Douglas M. Henry, 000002309
200 Security Building
151 West 8th Street
Dubuque, Iowa 52001
Phone: (563) 556-4011
Fax: (563) 556-7134

ATTORNEYS FOR DEBTOR IN POSSESSION

CERTIFICATION

I hereby certify that a copy of the document on which this certification appears and all enclosures was mailed on the date indicated below to all creditors and parties in interest herein as required by the Bankruptcy Code and Rules, by the office of Douglas M. Henry, attorney for Debtor in Possession, per the attached list.

Dated: March 26, 2003 Signed: _____

Service list attached.

Label Matrix for
USBC Iowa Northern Case # 03-00418
Wed Mar 26 10:31:49 CST 2003

3 Putt, LLC
7556 Route 52 South
Dubuque, IA 52003

A.R. Petroleum, LLC
1520 11th St.
Rock Island, IL 61201

Alfred Heitzman
1615 Westridge Dr.
Dubuque, IA 52001

American Trust & Savings Bank
9th & Town Clock Plaza
P.O. Box 938
Dubuque, IA 52004-0938

American Trust & Savings Bank
c/o Chad C. Leitch
700 Locust St., Suite 200
PO Box 599
Dubuque, IA 52004-0599, 52004-0599

BAY VIEW FRANCHISE MORTGAGE CO.
108 CORPORATION DRIVE
STE. 301
WHITE PLAINS, NY 10604

BDR Realty Co.
3197 Foxborough Ct..
Dubuque, IA 52001

BVFMAC
108 Corporate Park Drive
Suite 301
White Plains, NY 10604

Bailey Oil Co.
205 W. Cherry
Lancaster, WI 53813

Bailey Oil Company
205 W. Cherry
Lancaster, WI 53813

Bankers Leasing
1113 Locust St.
Des Moines, IA 50309-2991

Barb Clark - Jamie Bryson
Shueyville PNP
120 St. N.E.
Swisher, IA 52338

Bay View Franchise Mortgage Company
c/o Lynn Wickham Hartman
115 3rd Street SE, Suite 1200
Cedar Rapids, IA 52401-1266

Benton OKY-DOKY - Harry Vickerman
Highway 11
Benton, WI 53803

Betty Marmann d/b/a Everetts Service
307 NE High St.
Elkader, IA 52043

Bob Wagner, JR.
d/b/a Wagners Unlimited
802 S. Riverview
Bellevue, IA 52301

Bonnie MacDougal Kistler
Pepper Hamilton LLP
3000 Two Logan Square
Eighteenth & Arch Streets
Philadelphia, PA 19103-2799, 19103-279

Brian P. Enke
3197 Foxborough Ct.
Dubuque, IA 52001

CENEX
A Division of CHS Cooperatives
P.O. Box 64089
St. Paul, MN 55164-0089

CITGO Petroleum Corporation
P.O. Box 3958
Tulsa, OK 74102-3758

Allan J. Carew
Suite 200, 151 W. 8th Street
Dubuque, IA 52001-6832

Carl & Marilyn Keuhl
Hwy 52
Garnavillo, IA 52049

Chaudhary A. Ghaffar
1021 Second Ave. SE
Dyersville, IA 52040

Crossroads Mobil
Mary Ernsen
101 W. Main St.
Luxemburg, IA 52056

D&M Wagner Enterprises, LLC
7144 Highway 133
Potosi, WI 53820

Delores Levens
748 Dewey
Galena, IL 61306

Dorrance Portfolio Management
P.O. Box 71593
Chicago, IL 60694

Duane Hocken d/b/a Hockens Stop & Shop
401 Grant
Walker, IA 52352

ECIA Business Growth
P.O. Box 1140
Dubuque, IA 52004-1140

Energy Partners, LC
2425 Whitetail Dr.
Cedar Falls, IA 50613

Enke Investment
3106 Spring Valley
Dubuque, IA 52001

Enke Realty
3197 Foxborough Ct.
Dubuque, IA 52001

Ermady Stadel
P.O. Box 2529
Maryland Heights, MO 63043-8549

Eveline or Marcella Noel
2825 White St.
Dubuque, IA 52001

Exxonmobil Oil Corporation
c/o Eric W. Lam
2720 First Ave. NE
PO Box 1943
Cedar Rapids, IA 52406, 52406

Fay Sippel
9596 Monticello
Dubuque, IA 52003

Paul J. Fitzsimmons
850 White Street
Dubuque, IA 52001

Fleming Convenience
P.O. Box 490
1700 South Laemle Ave.
Mansfield, WI 54449

Garvey's IOCO
80 W. Main St.
Platteville, WI 53818

HRV Petro., LLC
29350 Whispering Pines
Lone Rock, WI 53556

Lynn Wickham Hartman
115 Third Street SE
Suite 1200
Cedar Rapids, IA 52401

Douglas M. Henry
Suite 200, 151 W. 8th Street
Dubuque, IA 52001-6832

Wesley B. Huisinga
115 3rd Street SE, Suite 500
PO Box 2107
Cedar Rapids, IA 52406-2107

Ilyas Jeelani d/b/a First Stop
221 W. Spring St.
Freeport, IL 61032

Internal Revenue Service
Insolvency Group 1, Stop 5301
210 Walnut Street,
Des Moines, IA 50309-2109

Internal Revenue Service [1]
Special Procedures Staff
Stop 5400 Insolvency
210 Walnut Street
Des Moines, IA 50309

Iowa Department of Revenue
P.O. Box 10457
Des Moines, IA 50306

Iowa Department of Revenue
Attention: Bankruptcy Unit
Hoover State Office Building
PO Box 10471
Des Moines, IA 50306-0471

Iowa Department of Revenue
Accounts Receivable Unit
Hoover State Office Building
Des Moines, IA 50319

Iowa Department of Revenue
Bankrutpcy Division
Hoover State Office Building
Des Moines, IA 50319

Iowa Oil Company
P.O. Box 712
Dubuque, IA 52004-0712

JI Corporation
600 Logan
Belvidere, IL 61008

Janet Wareham
2347 Coventry Park
Dubuque, IA 52001

Janice M. Enke
3106 Spring Valley
Dubuque, IA 52001

Jeff Pluemer d/b/a Jeffs IOCO
820 Mason
Platteville, WI 53818

John L. Noel
310 N. Booth
Dubuque, IA 52001

Johnson's Market Club, Inc.
12 W. Main
Waukon, IA 52172

KLD, LLC
Highway 35
Bloomington, WI 53804

Bonnie MacDougal Kistler
3000 Two Logan Square
Eighteenth & Arch Streets
Philadelphia, PA 19103-2799

Knox Oil Corporation
1925 E. 1st Ave.
Milan, IL 61264

Eric W. Lam
2720 First Avenue NE
PO Box 1943
Cedar Rapids, IA 52406

Laws Service
101 N. Madison
Carthage, IL

Chad C. Leitch
Dubuque Building
700 Locust St., Suite 200
PO Box 599
Dubuque, IA 52004-0599

Lynn Anne Binkley
19680 Avenida Presa
Murrieta, CA 92565

MC Petroleum d/b/a GAS & DASH
809 19th St.
Moline, IL 61244

McCann's IOCO
690 W. Locust
Dubuque, IA 52001

McCoy National Lease
Hwy 151 & 61 S.
Dubuque, IA 52003

Merle & Kaye Dietzenbach
1809 220th St.
Independence, IA 50644

Mike Munyon d/b/a Munyon's IOCO
302 S. Main St.
Cuba City, WI 53807

Mississippi Market Place, Inc.
1403 Eagle Ridge Rd.
Le Claire, IA 52753

Mobil Oil Corporation.
Suite 300
436 Cremery Way
Exton, PA 19341-2556

Nancy & Warren Mindham
701 Elm
Boscobel, WI 53805

Nancy Hartig
18714 Riverside Rd..
Dubuque, IA 52001

Office of U.S. Attorney (IRS)
P.O. Box 74950
Cedar Rapids, IA 52407-4950

Office of U.S. Trustee
Law Building, Suite 400
225 Second St. S.E.
Cedar Rapids, IA 52401

Perry J. Schroeder
25 Meadow Lane
Dubuque, IA 52001

Phillip Schlesselman
P.O. Box 302
Harpers Ferry, IA 52146-0302

Phillips 66 Company
6800 College Blvd.
Overland Park, KS 66211

Postville Veterinary Clinic, P.C.
P.O. Box 399
Postville, IA 52162

Prairie Subway Station
Randy Sheckler
936 S. Marquette Rd.
Prairie du Chien, WI 53821

R&B Leasing
3197 Foxborough Ct.
Dubuque, IA 52001

R&B Leasing
3197 Foxborough Dr.
Dubuque, IA 52001

Ralph Digman
625 W. Heller Drive
East Dubuque, IL 61025

Richard Heitzman
1034 Acorn Trail
Wildwood, FL 34785-5342

Robert Heitzman
3399 Roosevelt
Dubuque, IA 52001

Ron White
3197 Highland Park Dr.
Dubuque, IA 52001

Ronald P. Enke
3106 Spring Valley
Dubuque, IA 52001

Sara Gosche
1592 Frederick
Hazel Green, WI 53811

State of Iowa
Iowa Dept. of Revenue and Finance
Accounts Receivable
Hoover State Office Building
Des Moines, IA 50319, 50319

Sumbal Corp.
2820 Main St.
Keokuk, IA 52632

Sumbal Corp. d/b/a MNA Food Mart
3200 Central
Dubuque, IA 52001

T-Mart
8020 Durrand Ave., Suite E
Sturtevant, WI 53177

Tom Wienen
144 Stone Quarry Lane
Galena, IL 61036

Trans-Miss Investments
1250 Iowa St.
P.O. Box 388
Dubuque, IA 52001

US Attorney - CR
PO Box 74950
Cedar Rapids, IA 52407-4950

United States Attorney (IRS)
P.O. Box 74950
Cedar Rapids, IA 52407-4950

United States Trustee
Law Building Suite 400
225 2nd Street SE
Cedar Rapids, IA 52401

VF Leasing
15862 SW 72nd Ave.
Portland OR 97224

VF Leasing
15862 SW 72nd Ave. Suite 150
Portland, OR 97224

Vernon L. & Marita Hale,
Ronald E. & Nancy L. Kjos
453 South Jackson St..
Lancaster, WI 53813

Walter Heitzman
907 45th St.
Des Moines, IA 50300

Waseem Chaudhry
104 Jefferson
Hanover, IL 61041

Wesley B. Huisinga
500 Firstar Bank Building
PO Box 2107
Cedar Rapids, IA 52406-2107

Western Finance & Lease
P.O. Box 640
Devils Lake, ND 58301

Wisconsin Department of Commerce
2135 Rimrock Road
Madison, WI 53713

Zelma Freeman
P.O. Box 35
McGregor, IA 52157

UNITED STATES BANKRUPTCY COURT
FOR THE
NORTHERN DISTRICT OF IOWA

IN RE:

IOWA OIL COMPANY — Chapter 11

Debtor — Bankruptcy No. 03 – 00418

ORDER ON
MOTION FOR APPROVAL OF SALE – MANCHESTER REAL PROPERTY

This matter comes before the Court pursuant to Motion for Approval of Sale – Manchester Real Property filed by the Debtor-in-possession Iowa Oil Company. The Court, having examined the file, finds that all parties have been given timely notice of the Motion, that the bar date for filing objections has passed, and that there has been no objection to the Motion; therefore, the Motion should be granted:

It is THEREFORE ORDERED that the Motion for Approval of Sale – Manchester Real Property is granted and the proposed sale of real property in Delaware County, Iowa, legally described as:

> The North forty-six (46) feet of Lots Ninety-Two (92) and Ninety-Three (93), Manchester, Iowa, according to the plat recorded in Book I L. D., Page 284,

including canopy, fuel pumps and fuel tanks fixtures according to the Purchase Agreement: Commercial Property attached to the Motion, free and clear of liens and encumbrances, with liens and encumbrances to attach to the net proceeds of sale remaining after payment from the gross proceeds of real estate taxes, tax proration, special assessment, transfer tax, abstracting costs, costs of title corrections, if any, and other ordinary expenses of sale, and the net proceeds of sale to be paid over to American Trust and Savings Bank for application to principal of the indebtedness secured thereby, is APPROVED

DONE AND ORDERED this 25th day of April, 2003.

Paul J. Kilburg, Judge
United States Bankruptcy Court

This Order prepared by
Douglas M. Henry, #000002309
Attorney at Law

Exhibit E