SUBSCRIPTION AGREEMENT
(Adam's Dairy)

This Subscription Agreement (this "**Agreement**") is made effective as of September 27, 2013, by and among BLUE SPRINGS DEVELOPMENT TWO, LLC, a Missouri limited liability company (as the initial general partner, the "**Blue Springs GP**"), BLUE SPRINGS DEVELOPMENT THREE, INC., a Missouri corporation (as the initial limited partner, the "**Blue Springs LP**," and with the Blue Springs GP, the "**Blue Springs Partners**"), BLUE SPRINGS PARTNERS, LP, a Delaware limited partnership (the "**Partnership**"), ADAMS DAIRY LANDING GP, INC., a Nevada corporation, ("**TSGP**," as an additional general partner) and TITANSTAR LP HOLDINGS, INC., a British Columbia corporation ("**TSLP**," as an additional limited partner, and collectively with TSGP, the "**TS Partners**").

RECITALS

WHEREAS, the Blue Springs Partners and the Partnership entered into that certain Limited Partnership Agreement of the Partnership dated effective as of June 27, 2013 (the "**LP Agreement**");

WHEREAS, capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Amended and Restated Limited Partnership Agreement (as defined below);

WHEREAS, the Blue Springs GP currently owns an Interest in the Partnership as the general partner thereof, and the Blue Springs LP currently owns an Interest in the Partnership as the limited partner thereof, and collectively the Blue Springs Partners are currently the sole partners of the Partnership, owning 100% of the Interests in the Partnership;

WHEREAS, the Blue Springs Partners and the Partnership wish to admit the TS Partners to the Partnership all in accordance with and as more fully set forth in the provisions of this Agreement;

WHEREAS, the Blue Springs Partners are Affiliates of one another;

WHEREAS, the TS Partners are Affiliates of one another; and

WHEREAS, all parties hereto wish to agree to and acknowledge such assignments pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. Subscription. Subject to the terms and provisions contained herein, TSGP and TSLP shall each contribute capital to the Partnership in exchange for a 0.9% general partner interest and an initial 37.5% limited partner interest (collectively, the "**Capital**

Contribution"), respectively, in a private placement in reliance on the exemption from registration provided under Section 4(2) of the Securities Act of 1933, as amended (the "**Securities Act**"). The "**Interests**" are each expressed as a "**Percentage Interest**," as those terms are defined in the Amended and Restated Limited Partnership Agreement.

2. Capital Contribution; Payment; Closing.

a. All events occurring at the Phase I Closing (defined below) will be deemed to occur simultaneously, and all events occurring at the Phase II Closing (define below) will be deemed to occur simultaneously. Without limiting the foregoing, any issuance of an Interest hereunder is specifically conditioned on and subject to the Partnership's receipt of the portion of the Capital Contribution attributable thereto from the applicable TS Partner as provided herein.

b. The Capital Contribution to be made by TSGP to the Partnership for a 0.9% Percentage Interest, as a general partner, is the sum of $140,625 (the "**TSGP Capital Contribution**"). TSGP will make the TSGP Capital Contribution, concurrent with the parties' execution of this Agreement (the "**Phase I Closing**"), to the Partnership by wire transfer of immediately available funds to the account designated in Section 2(e).

c. The Capital Contribution to be made by TSLP to the Partnership for an 89.1% Percentage Interest, as a limited partner, is the aggregate sum of $13,921,875 (the "**TSLP Capital Contribution**"). TSLP will make the TSLP Capital Contribution to the Partnership as follows:

i. TSLP will contribute $5,859,375 (the "**Phase I Capital Contribution**") to the Partnership at the Phase I Closing in exchange for a 37.5% Percentage Interest, as a limited partner. It shall be a condition precedent to TSLP's and TSGP's obligations hereunder that all consents, approvals, authorizations, agreements, estoppel certificates and beneficiary statements of any third party required or reasonably requested by such parties in connection with the consummation of the transactions contemplated hereby shall have been delivered to TSLP and TSGP, except to the extent otherwise agreed upon by the parties.

ii. TSLP will contribute an additional $8,062,500 (the "**Phase II Capital Contribution**") to the Partnership at the Phase II Closing, which will occur on or before February 18, 2014 (the "**Phase II Closing Date**") for an additional 51.6% Percentage Interest, as a limited partner. TSLP's aggregate Capital Contribution paid to the Partnership upon consummation of the Phase I Closing and the Phase II Closing will total $13,921,875 (the "**Aggregate Capital Contribution**") (inclusive of the Phase I Capital Contribution and the Phase II Capital Contribution), and the aggregate Percentage Interest held by TSLP upon consummation of the Phase I Closing and the Phase II Closing will total 89.1%. TSLP shall be entitled to extend the Phase II Closing Date until March 17, 2014, by delivery of written notice to the Blue Springs Partners and payment to the

Partnership of the sum of $150,000 on or before the original Phase II Closing Date ("**First Extension**"). If TSLP has exercised the First Extension, it shall be entitled to further extend the Phase II Closing Date until April 16, 2014, by delivery of written notice to the Blue Springs Partners and payment to the Partnership of an additional $150,000 (each such $150,000 payment an "**Extension Payment**") on or before March 17, 2014. In the event that TSLP completes the Phase II Closing on the Phase II Closing Date, as the same may be extended, then all Extension Payments shall be credited against the Phase II Capital Contribution. Furthermore, should Blue Springs LP fail to make any deposit or payment required of it pursuant to that Holdback and Guaranty Agreement between the Blue Springs Partners, the Partnership and the TS Partners of even date herewith (the "**Holdback Agreement**") within 10 days of when due, TSLP may make such deposits or payments and the amount thereof shall also be credited against the Phase II Capital Contribution upon the Phase II Closing.

TSLP will make the Phase I Capital Contribution at the Phase I Closing to the Partnership and the Phase II Capital Contribution at the Phase II Closing to the Partnership by wire transfer of immediately available funds to the account(s) designated in Section 2(e). Each of the TSGP Capital Contribution, the Phase I Capital Contribution and the Phase II Capital Contribution will be deemed received by the Partnership and immediately thereafter applied for the benefit of and be deemed a distribution to the Blue Springs LP.

d. If for any reason TSLP does not deliver the full TSLP Capital Contribution (comprised of payment of the Phase I Capital Contribution and payment of the Phase II Capital Contribution) to the Partnership on or before the Phase II Closing Date (as the same may be extended as provided herein), then (i) the Blue Springs LP (or its assign(s), which may include without limitation the Partnership), by notice given to TSLP and TSGP at any time on or before six months after the Phase II Closing Date, as the same may have been extended as provided herein (the "**Repurchase Period**"), may elect to repurchase all of the Interests previously conveyed to both TSGP and TSLP hereunder for a price equal to (A) the TSGP Capital Contribution (with regard to the Interest of TSGP) and (B) the Phase I Capital Contribution (with regard to the Interest of TSLP), and (ii) if the election to purchase the Interests is made on or before April 16, 2014, any Extension Payments shall be returned to TSLP. If such election is made after April 16, 2014, any Extension Payments will be paid over by the Partnership to Blue Springs LP as liquidated damages. Such liquidated damages and Blue Springs LP's repurchase rights in this Section 2(d) are the exclusive remedies of the Blue Springs Partners and the Partnership for the TS Partners' failure to perform and close on the transactions contemplated herein, and the same shall not be considered as a distribution to Blue Springs LP, provided that if the Blue Springs LP or its assign(s) do not elect to purchase the Interests as provided above any Extension Payments shall be treated by the Partnership as a capital contribution by TSLP. Should the Blue Springs LP (or its assign(s)) elect to purchase the Interests as provided above, the closing of such purchase shall occur on or before six months after the Phase II Closing Date, as the same may have been extended as provided herein. However, any other provision hereof to the contrary notwithstanding, should TSLP elect not to make the Phase II Capital Contribution because of a material uncured default by the Blue Springs Partners, any of their affiliates, or the Partnership under this Agreement or any other agreement with TSLP or its affiliates, including, without limitation, the Amended and Restated Limited Partnership Agreement and the Holdback Agreement, then Blue Springs LP or its assign(s) shall be required to repurchase the Interests of TSGP and TSLP on or before six months after the Phase II Closing Date, as the same may have been extended as provided herein, for the prices provided above, and cause any Extension Payments to be returned to TSLP.

e. Unless otherwise agreed to by the parties, each contribution to be made to the Partnership hereunder will be made by wire transfer to Secured Title of Kansas City, as escrow agent, as provided below, and shall be deemed to be a contribution to the Partnership by TSGP and/or TSLP, and an immediate distribution therefrom for the benefit of Blue Springs LP as provided on Schedule 4:

ABA#	101015101
Receiving Bank:	Bank of Kansas City 7500 College Boulevard, Suite 1450 Overland Park, KS 66210
Beneficiary:	Secured Title of Kansas City, as escrow agent Blue Springs Partners, LP
BNF Account #:	8091420056
Reference:	Blue Springs – Adam's Dairy Landing
File Number:	SKC0018462

Secured Title of Kansas City, as escrow agent, shall be responsible for the immediate and delayed, as applicable, distributions from the escrow of those amounts contemplated in Schedule 4.

3. Additional Closing Matters.

a. At the Phase I Closing, (1) the Partnership will deliver to TSGP a 0.9% Percentage Interest general partner Interest in the Partnership, (2) the Partnership will deliver to TSLP a 37.5% Percentage Interest limited partner Interest in the Partnership, (3) the Partnership will adjust the Percentage Interests of Blue Springs GP to 0.1% Percentage Interest and of Blue Springs LP to 61.5%

Percentage Interest respectively and (4) the capital account of Blue Springs LP will be reduced by the amount of any distributions made at that time to Blue Springs LP or on its behalf.

b. At the Phase II Closing, (1) the Partnership will deliver to TSLP a 51.6% Percentage Interest limited partner Interest in the Partnership (which, when combined with the prior Phase I conveyance will total an 89.1% Percentage Interest in the aggregate), (2) the Partnership will adjust the Percentage Interest of Blue Springs LP to 9.9% Percentage Interest, and will maintain the Percentage Interest of TSGP at 0.9% Percentage Interest and Blue Springs GP at 0.1% Percentage Interest respectively and (3) the capital account of Blue Springs LP will be reduced by the amount of any distributions made at that time to Blue Springs LP or on its behalf.

c. As part of the Phase I Closing, the parties hereto will each execute and deliver a counterpart of an Amended and Restated Limited Partnership Agreement of the Partnership in the form of Exhibit A (the "**Amended and Restated Limited Partnership Agreement**"). Without limiting the foregoing, (i) issuance of Interests hereunder is specifically conditioned on and subject to the Partnership's, the Blue Springs GP's and the Blue Springs LP's respective receipt of the Amended and Restated Limited Partnership Agreement fully executed by all parties named therein and (ii) TSLP's and TSGP's obligation to make the Capital Contribution is subject to (A) their receipt of the Amended and Restated Limited Partnership Agreement fully executed by all parties named therein, (B) all required capital contributions of the Blue Springs Partners to the Partnership having been made by the Blue Springs Partners, (D) the closing having occurred under the Asset Contribution Agreement (defined below) as required in such agreement without giving effect to any waivers, amendments or other modifications, (E) the loan between the Blue Springs LP and Mutual of Omaha Bank being modified on terms acceptable to TSLP and TSGP, (F) all representations and warranties of the Blue Springs Partners and the Partnership, including, without limitation, those with respect to the representations and warranties in the Asset Contribution Agreement, at such time being true and correct in all material respects and (G) receipt by the TS Partners of the title insurance policy described in Section 10(a).

4. Sources and Uses. The proceeds of the TSGP Capital Contribution, the Phase I Capital Contribution and the Phase II Capital Contribution will be deemed to be received by the Partnership as a capital contribution thereto and then an immediate distribution therefrom to the Blue Springs LP and the same shall be applied on behalf of the Blue Springs LP and used as set forth in the "Sources and Uses" table attached as Schedule 4.

5. Representations and Warranties of the Blue Springs GP and the Blue Springs LP. The Blue Springs GP and the Blue Springs LP each jointly and severally represent, warrant and covenant to the TS Partners and to the holder of security interests in the TS Partners' Interests, Romspen Investment Corporation, trustee, ("**Romspen**") the following:

a. The Partnership is a limited partnership duly formed, validly existing and in good standing under the laws of the State of Delaware, and has the limited partnership power and lawful authority to own, lease and operate its assets, properties and business and to carry on its business as now being and as heretofore conducted. The Partnership has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. This Agreement constitutes a valid and binding obligation of the Partnership and is enforceable in accordance with its terms. This Agreement has been duly executed and delivered by the Partnership. The person signing on behalf of the Partnership has all requisite power and authority to execute this Agreement on behalf of the Partnership.

b. The Blue Springs GP is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Missouri, and has all necessary power to conduct its business as presently conducted or contemplated. The Blue Springs GP has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. This Agreement constitutes a valid and binding obligation of the Blue Springs GP and is enforceable in accordance with its terms. This Agreement has been duly executed and delivered by the Blue Springs GP. The person signing on behalf of the Blue Springs GP has all requisite power and authority to execute this Agreement on behalf of the Blue Springs GP.

c. The Blue Springs LP is a corporation duly formed, validly existing and in good standing under the laws of the State of Missouri, and has all necessary power to conduct its business as presently conducted or contemplated. The Blue Springs LP has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. This Agreement constitutes a valid and binding obligation of the Blue Springs LP and is enforceable in accordance with its terms. This Agreement has been duly executed and delivered by the Blue Springs LP. The person signing on behalf of the Blue Springs LP has all requisite power and authority to execute this Agreement on behalf of the Blue Springs LP.

d. The execution, delivery and performance of this Agreement does not and will not conflict with any agreement, contract or other instrument, or any court order or administrative order, by which the Partnership, the Blue Springs GP or the Blue Springs LP is bound or affected.

e. At each of the Closings, the Partnership will issue to the respective and applicable TS Partners, subject to receipt of the applicable Capital Contributions provided for herein and the delivery of the fully executed Amended and Restated Limited Partnership Agreement, good and marketable title to the Interests to be assigned hereunder, free and clear of and from any and all liabilities, liens, security interests, debts, superior interests, taxes, claims or encumbrances whatsoever.

f. There is no outstanding right, subscription, warrant, call, unsatisfied preemptive right, option or other agreement of any kind pursuant to which a third party would have the right to purchase or otherwise receive from the Partnership or the Blue Springs Partners any Interest in the Partnership or any other security of the Partnership, and there is no outstanding security of any kind convertible into any Interest. Prior to the Phase II Closing, the Blue Springs LP and the Blue Springs GP shall not create nor suffer to exist any liens, encumbrances, restrictions, claims, reversions, options or other agreements adversely affecting marketable title to the Interest. No person, firm or equity, except the TS Partners, has or shall have any right in or to acquire the Interests described herein or any ownership interest in the Partnership.

g. The Asset Contribution Agreement among the Partnership, the Blue Springs GP and the Blue Springs LP, dated effective as of September ___, 2013 (the "**Asset Contribution Agreement**"), previously delivered to the TS Partners, is accurate in all material respects. All the representations and warranties of the Contributing Partner in the Asset Contribution Agreement are true, correct and complete. The Partnership has delivered to the TS Partners copies of all documents and copies received by the Partnership through the date hereof pursuant to the Asset Contribution Agreement and shall promptly deliver to the TS Partners copies of all documents and copies hereafter received under that agreement.

h. To the knowledge of the Partnership, the Blue Springs GP and the Blue Springs LP: (i) the Partnership is not in violation of (A) any applicable order, judgment, injunction, award or decree of any governmental or regulatory body, court or arbitrator ("**Order**") or (B) any federal, state, local or foreign law, ordinance or regulation or any other requirement of any governmental or regulatory body, court or arbitrator ("**Law**") applicable to the Partnership or its business; (ii) the Partnership has all licenses, permits, orders or approvals of any federal, state, local or foreign governmental or regulatory body (collectively, "**Permits**") that are material to or necessary for the conduct of the Partnership's business, and such Permits are in full force and effect; and (iii) no violation is or has been recorded in respect of any Permit, and no proceeding is pending or threatened to revoke or limit any Permit.

i. To the knowledge of the Partnership, the Blue Springs GP and the Blue Springs LP: (a) there are no outstanding Orders against or involving the Partnership; and (b) there are no actions, suits or claims or legal, administrative or arbitral proceedings or investigations (whether or not the defense thereof or liabilities in respect thereof are covered by insurance) pending or threatened against the Partnership, that, individually or in the aggregate, could have a material adverse effect upon the transactions contemplated hereby or upon the assets, properties, business, operations or condition (financial or otherwise) of the Partnership.

j. There have been delivered to the TS Partners true and complete copies of all of the material contracts and other agreements to which the

Partnership is a party or by or to which it is bound or subject, which include those instruments listed on Schedule 5 (collectively, the "**Material Contracts**"). To the knowledge of the Partnership, the Blue Springs GP and the Blue Springs LP, all of the Material Contracts are valid, subsisting, in full force and effect, and binding upon the parties thereto in accordance with their terms. No approval or consent of any person is needed in order that such contracts and other agreements continue in full force and effect following the consummation of the transactions contemplated by this Agreement, except as set forth on Schedule 5. Neither the Partnership nor, to the knowledge of the Blue Springs Partners, any other party to any such Material Contract is in default thereunder, nor does any condition exist that with notice or lapse of time or both would constitute a default thereunder, except as set forth on Schedule 5. The Partnership is not a party to or bound by any contract or other agreement that (i) individually or in the aggregate materially adversely affects its assets, property, business, operations or condition (financial or otherwise) or (ii) was entered into other than in the ordinary course of its business. The Partnership has good and marketable title to all of its material assets and property, in each case free and clear of any lien or other encumbrance, except as set forth on Schedule 5.

k. The Partnership does not have any indebtedness, liabilities, or obligations other than those that are contemplated in the Material Contracts or that have been disclosed to the TS Partners in writing.

l. For tax purposes, the Partnership has been treated as a disregarded entity and has not made an election to be treated as an association taxable as a corporation. Upon consummation of the Phase I Closing and thereafter, the Partnership will be treated as a partnership for tax purposes.

6. Representations and Warranties of the TS Partners. The TS Partners and TitanStar Properties, Inc., as an affiliate of the TS Partners, each jointly and severally represent, warrant and covenant to the Partnership and each of the Blue Springs Partners the following:

a. TSGP is a corporation duly formed, validly existing and in good standing under the laws of the State of Nevada, and has all necessary power to conduct its business as presently conducted or contemplated. TSGP has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. This Agreement constitutes a valid and binding obligation of TSGP and is enforceable in accordance with its terms. This Agreement has been duly executed and delivered by TSGP. The person signing on behalf of TSGP has all requisite power and authority to execute this Agreement on behalf of TSGP.

b. TSLP is a corporation duly formed, validly existing and in good standing under the laws of the Province of British Columbia, and has all necessary power to conduct its business as presently conducted or contemplated. TSLP has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder.

This Agreement constitutes a valid and binding obligation of TSLP and is enforceable in accordance with its terms. This Agreement has been duly executed and delivered by TSLP. The person signing on behalf of TSLP has all requisite power and authority to execute this Agreement on behalf of TSLP.

c. The execution, delivery and performance of this Agreement does not and will not conflict with any agreement, contract or other instrument, or any court order or administrative order, by which TSGP or TSLP is bound or affected.

d. TSGP and TSLP each has full and lawful right, power and authority to purchase the assigned Interests as set forth herein.

e. TSGP will, subject to the Partnership's, the Blue Springs GP's and the Blue Springs LP's express representations, warranties and covenants and the other provisions set forth herein or in any agreement executed in connection herewith, acquire the assigned Interest in an "as is, with all faults" condition.

f. TSLP will, subject to the Partnership's, the Blue Springs GP's and the Blue Springs LP's express representations, warranties and covenants and the other provisions set forth herein or in any agreement executed in connection herewith, acquire the assigned Interests in an "as is, with all faults" condition.

g. Notwithstanding any provision of this Agreement to the contrary, but subject to the express representations and warranties of the Partnership, the Blue Springs GP and the Blue Springs LP contained in Section 5 or in any agreement executed in connection herewith, the TS Partners are each relying on its own investigation of, and is in no way relying on any representations of or understandings derived from the Partnership, the Blue Springs GP or the Blue Springs LP with regard to the Property and other assets of the Partnership or their respective physical or operating condition, any Order, Law or Permits related to the Property, the operations of the Property, the financial information of the Partnership, the condition of any title to securities or other assets, the income, loss and/or profits to be derived from the ownership of the assigned Interests or from the ownership and operation of the Property, and/or any expenses of operation and/or maintenance of the Property.

h. Each Interest being acquired by TSLP and TSGP hereunder is being acquired solely for investment for such party's own account and not as nominee or agent or otherwise on behalf of any other Person, and not with a view to or with any present intention to reoffer, resell, fractionalize, assign, grant any participation interest in, or otherwise distribute the Interest.

i. TSGP and TSLP each qualifies as an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act.

7. Mutual Representations and Warranties of the Blue Springs Partners and the TS Partners. The Blue Springs Partners and the TS Partners each respectively represent, warrant and covenant to the other parties, and the Blue Springs Partners represent, warrant and covenant to Romspen, that:

a. No representation or warranty in this Agreement or in any other instrument furnished by such party to any other party under this Agreement or in connection with the transactions it contemplates contains any untrue statement of a material fact or omits to state a material fact necessary to make the factual statements contained therein, in light of the circumstances under which made, not misleading.

b. Neither such party nor any of its direct or indirect owners or Affiliates is currently identified on the OFAC List and/or is a Person with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, including, without limitation, any anti-terrorism laws. For purposes hereof, "**OFAC List**" means the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any legal requirements, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States, and any Affiliate of such Person. Each party agrees to notify the other parties, if at any time the representations contained in this subsection become inaccurate. In addition, and notwithstanding anything to the contrary contained herein, no party (or any direct or indirect owner thereof) may transfer any Interest to a Person who would violate any of the above representations contained in this subsection. Notwithstanding anything to the contrary contained in this Agreement, the Partnership, the Blue Springs GP and the Blue Springs LP acknowledge that TitanStar Properties, Inc., an affiliate of the TS Partners, is a publicly traded corporation, and no representation, warranty or covenant relative to the OFAC List, or other laws described in this Section 7(b) shall apply to any publicly traded securities of TitanStar Properties, Inc.

8. Consent; Admission as Partners. The Partnership and the Blue Springs Partners hereby consent to the transactions pursuant and subject to the terms and conditions of this Agreement and to the admission of the TS Partners as Partners of the Partnership with respect to the assigned Interests as contemplated herein.

9. Indemnification of Brokerage. Each party to this Agreement represents and warrants that, except for CBRE, Inc., no broker, finder, agent or similar intermediary has acted on its behalf in connection with this Agreement or the transactions contemplated hereby, and that except as contemplated in this Section, there are no brokerage commissions, finders' fees or similar fees or commissions payable in connection therewith. The parties agree that (a) the TS Partners will separately and independently compensate (and be solely responsible for such compensation) their broker, Andrew Fosberg (with CBRE), directly through a separate arrangement with such individual, and (b) the Blue Springs Partners will separately and independently compensate (and be solely responsible for such compensation) their broker, Bob Mahoney (also with CBRE), directly through a separate arrangement with such individual.

10. Transaction Expenses.

a. The Blue Springs Partners will pay, or cause to be paid, the cost of an ALTA title policy on the real property described on Exhibit B attached hereto and incorporated herein by this reference, insuring the Partnership's fee simple title in the Real Property in the amount of $58,300,000, subject to only those exceptions agreed to by the parties and with such endorsements as the TS Partners may reasonably request, with the cost of such endorsements being paid by the TS Partners.

b. The Blue Springs Partners will pay, or cause to be paid, the cost of an updated survey on the real property described in Exhibit B, all transfer fees related to the transfer of any warranties and intellectual property related to such real property to the Partnership.

c. Each party to this transaction will pay its own legal fees.

d. The Blue Springs Partners will pay for any documentary transfer taxes associated with the transactions contemplated hereby.

e. The Blue Springs Partners, on the one hand, and the TS Partners, on the other hand, will each pay one-half (1/2) of any escrow fees and recording fees associated with the transactions contemplated hereby.

f. All other costs and expenses of the transaction will be allocated between Blue Springs Partners, on the one hand, and the TS Partners, on the other hand, as is customary for transactions of the nature contemplated herein in the county and state where the Real Property is located (i.e., Jackson County, Missouri).

11. Indemnification. The parties each agree to indemnify, defend and hold harmless the other parties (and their respective directors, officers, members, managers, partners, employees, affiliates, successors and assigns) from and against all losses, liabilities, damages, deficiencies, costs or expenses (including reasonable attorneys' fees and costs) as determined by a final non-appealable judgment of a court of competent jurisdiction, or other competent authority, based upon, arising out of or otherwise in respect of any inaccuracy in or any breach of any representation, warranty, covenant or agreement of the indemnifying party contained in this Agreement or in any document or other papers delivered pursuant hereto, subject to the following conditions:

a. The indemnified party will have given the indemnifying party written notice (and, where feasible, verbal notice) of any event or occurrence that will be, or may be reasonably expected to become, a basis upon which a claim for indemnification might be made, in order to enable the indemnifying party time to investigate and either cure or mitigate any damages for which it might be liable.

b. With respect to any third-party claim, the indemnified party will allow the indemnifying party to assume control of the defense and to make any settlement which the indemnifying party may deem appropriate.

c. IN NO EVENT WILL ANY PARTY OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NEITHER PARTY NOR ANY OF THEIR RESPECTIVE AFFILIATES WILL BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES.

12. Survival of Representations and Warranties. The TS Partners and Romspen have the right to rely fully upon the representations, warranties, covenants and agreements of the Partnership, the Blue Springs GP and the Blue Springs LP contained in this Agreement. The Partnership and the Blue Springs Partners each have the right to rely fully upon the representations, warranties, covenants and agreements of the TS Partners and Romspen contained in this Agreement. All such representation, warranties, covenants and agreements will survive the execution and delivery of this Agreement and the Phase I Closing and Phase II Closing hereunder for a period from the date of this Agreement through twenty-four (24) months after the Phase II Closing.

13. Transferee Agreement. Pursuant to Section 10 of that Transferee Agreement between the City of Blue Springs, Missouri, and the Partnership, dated June 27, 2013, the Partnership agreed to grant Blue Springs LP certain proxies from time to time to act on the Partnership's behalf as further specified in such agreement. Blue Springs LP agrees that it shall not exercise any such proxy in regard to matters that would increase the Partnership's financial obligations under the TDD or the CID (as "TDD" and "CID" are defined in the Transferee Agreement) beyond the Partnership's then existing obligations without the Partnership's prior written consent, provided that any tax assessment on newly constructed buildings that is commensurate with tax assessments on then existing buildings is agreed to not constitute an increase in the Partnership's financial obligations under the TDD or the CID beyond the Partnership's then existing obligations. Blue Springs LP also agrees that it shall require any person acquiring Blue Springs LP's rights under the Transferee Agreement to similarly agree.

14. Notices. Any notice or other communication required or permitted hereunder will be in writing and will be delivered personally (with written acknowledgement of delivery thereof), sent by facsimile or other electronic transmission or sent by certified, registered or express mail, postage prepaid, to a party at its address set forth below:

To Partnership: Blue Springs Partners, LP
c/o Blue Springs Development Two, LLC, General Partner
One East Washington Street, Suite 300
Phoenix, AZ 85004
Attn: Steven M. Maun, President
Fax: (480) 947-7997
E-mail: smaun@reddevelopment.com

with a copy to:

Polsinelli PC

700 West 47th Street, Suite 1000
Kansas City, MO 64102
Attn: Bill Quick
Fax: (816) 753-1536
E-mail: wquick@polsinelli.com

To General Partner:	Blue Springs Development Two, LLC One East Washington Street, Suite 300 Phoenix, AZ 85004 Attn: Steven M. Maun, President Fax: (480) 947-7997 E-mail: smaun@reddevelopment.com with a copy to: Polsinelli PC 700 West 47th Street, Suite 1000 Kansas City, MO 64102 Attn: Bill Quick Fax: (816) 753-1536 E-mail: wquick@polsinelli.com
To Limited Partner:	Blue Springs Development Three, Inc. One East Washington Street, Suite 300 Phoenix, AZ 85004 Attn: Steven M. Maun, President Fax: (480) 947-7997 E-mail: smaun@reddevelopment.com with a copy to: Polsinelli PC 700 West 47th Street, Suite 1000 Kansas City, MO 64102 Attn: Bill Quick Fax: (816) 753-1536 E-mail: wquick@polsinelli.com
To TSGP:	Adams Dairy Landing GP, Inc. c/o TitanStar Properties Inc. 950 - 789 West Pender Street Vancouver, BC V6C 1H2 Attn: Richard Turner Fax: (604) 408-3801 E-mail: rick@titanstar.ca with a copy to:

Lionel Sawyer & Collins
300 South Fourth Street
Suite 1700
Las Vegas, Nevada 89101
Attn: Pearl Gallagher
Fax: (702) 383-8845
E-mail: pgallagher@lionelsawyer.com

To TSLP: TitanStar LP Holdings, Inc.
950 - 789 West Pender Street
Vancouver, BC V6C 1H2
Attn: Richard Turner
Fax: (604) 408-3801
E-mail: rick@titanstar.ca

with a copy to:

Lionel Sawyer & Collins
300 South Fourth Street
Suite 1700
Las Vegas, Nevada 89101
Attn: Pearl Gallagher
Fax: (702) 383-8845
E-mail: pgallagher@lionelsawyer.com

Any such notice will be deemed given upon receipt. Any party may by notice given in accordance with this Section to the other parties designate another address for receipt of notices hereunder.

15. Entire Agreement; Amendment. This Agreement, the Amended and Restated Limited Partnership Agreement and the Holdback Agreement, and the instruments contemplated herein and therein, contain the entire agreement among the parties with respect to the matters contained herein and therein. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement will not be altered, modified or changed except by a written instrument duly executed by all of the parties hereto at the time of such alteration, modification or change. The exhibits and schedules hereto are incorporated herein by this reference.

16. Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement will not be affected thereby and will remain in full force and effect and will be enforced to the greatest extent permitted by law.

17. Binding Agreement. Subject to the restrictions on the disposition of Interests herein contained, the provisions of this Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Except as specifically provided above in this Section 17, this Agreement is not intended to, and shall not, create any rights in

any person whomsoever except the Blue Springs Partners, the TS Partners, the Partnership and (with respect to Sections 5 and 7) Romspen.

18. Headings. The headings of the sections of this Agreement are for convenience only and will not be considered in construing or interpreting any of the terms or provisions hereof.

19. Other Definitional Provisions. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic transmission. This Agreement will be considered to have been executed by a person if there exists a photocopy, facsimile copy, electronic copy or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof that has been signed by such person. Any photocopy, facsimile copy, electronic copy, or photocopy of a facsimile or electronic copy of this Agreement or a counterpart hereof will be admissible into evidence in any proceeding as though the same were an original.

21. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE PARTNERSHIP, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THE PARTNERSHIP OR THIS AGREEMENT.

22. Governing Law and Agreement Supersedes Act. This Agreement will be governed by and construed in accordance with the laws of Delaware. The provisions of this Agreement will supersede and control over any and all provisions of the Delaware Limited Liability Company Act to the contrary, to the maximum extent permitted by that Act.

23. Further Assurances. The parties hereto will deliver any other documents or agreements as any party hereto may reasonably request to more fully effect and consummate the transactions contemplated hereby.

24. Dispute Resolution. To the extent feasible, the parties desire to resolve any controversies or claims arising out of or relating to this Agreement through discussions and negotiations between each other. All parties agree to attempt to resolve

any disputes, controversies or claims arising out of or relating to this Agreement by face-to-face negotiation with the other party. In the event that, after good faith discussions, such controversies or claims cannot be resolved solely among the parties, the parties may agree upon any type of formal or informal dispute resolution that is feasible under the circumstances, including referral of any such dispute, controversy or claim to any third party for resolution.

25. Management Representation Letters. Promptly upon request Blue Springs LP shall deliver to Wallace, Plese + Dreher, LLP a review letter in form and substance substantially as set forth on Exhibit C hereto in connection with such firm's reviews of the financial statements of Blue Springs LP as described therein (the "**Review Letter**"). Blue Springs LP further covenants and agrees to provide a management representation letter to Wallace, Plese + Dreher, LLP in form and substance substantially as set forth on Exhibit D hereto, promptly upon request of Wallace, Plese + Dreher, LLP, in connection with such firm's audit of the financial statements of Blue Springs LP as described therein (the "**Management Representation Letter**").

[The remainder of this page is intentionally blank.]

EXECUTION

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

BLUE SPRINGS PARTNERS, LP

By: Blue Springs Development Two, LLC, General Partner

By: Blue Springs Development Three, Inc., Manager

By: /S/
Michael Ebert, Vice President

BLUE SPRINGS DEVELOPMENT TWO, LLC

By: Blue Springs Development Three, Inc., Manager

By: /S/
Michael Ebert, Vice President

BLUE SPRINGS DEVELOPMENT THREE, INC.

By: /S/
Michael Ebert, Vice President

ADAMS DAIRY LANDING GP, INC.

By: /S/
Name: T. Richard Turner
Title: President

TITANSTAR LP HOLDINGS, INC.

By: /S/
Name: T. Richard Turner
Title: President

Acknowledged and Agreed as to Section 6 of this Agreement:

TITANSTAR PROPERTIES, INC.

By: /S/
Name: T. Richard Turner
Title: President

Exhibit A
Form of Amended and Restated Limited Partnership Agreement

See attached.

Exhibit B
Real Property

(see attached)

The land referred to herein is described as follows:

TRACT A:

Lots 2, and 6, ADAMS DAIRY LANDING-FIRST PLAT, a subdivision in Blue Springs, Jackson County, Missouri.

And

Lots 7B, and Tract A, ADAMS DAIRY LANDING-Lots 7A, 7B and Tract A, a subdivision in Blue Springs, Jackson County, Missouri.

AND

Lots 4B AND 5A, ADAMS DAIRY LANDING - LOTS 4A, 4B, 5A and 5B, RESURVEY OF Lots 4 and 5, ADAMS DAIRY LANDING- FIRST PLAT, subdivision in Blue Spring, Jackson County, Missouri.

TRACT B:

The perpetual exclusive easement, appurtenant to and for the benefit of Tract A described above, to construct, maintain, operate and repair a water drainage/retention basin, including access, and for the disposal of storm water from said Tracts A and B, into such basin, upon all of the terms, provisions, and costs set forth in instrument designated "Easement Agreement", dated July 31, 2008, by and between the City of Blue Springs, Missouri, and Blue Springs Development Three, Inc., a Missouri corporation, filed for record September 4, 2008, in the Office of the Recorder of Deeds in and for Jackson County, Missouri under Document No. 2008E 0094710, over, under and through the following described property to wit:

All that part of the Northeast Quarter of Section 32, Township 49 North, Range 30 West of the Fifth Principal Meridian, all in Blue Springs, Jackson County, Missouri, being bounded and described as follows: Commencing at the Northwest corner of said Northeast Quarter, thence South 87 degrees 33 minutes 26 seconds East, along the North line of said Northeast Quarter, 1318.49 feet; thence South 02 degrees 11 minutes 50 seconds West, 156.41 feet to the point of beginning of said Storm Drainage Easement; thence Northeasterly, on a curve to the left, having an initial tangent bearing of North 84 degrees 13 minutes 15 seconds East, a radius of 527.00 feet, a central angle of 24 degrees 31 minutes 44 seconds and an arc length of 225.61 feet; thence continuing Northeasterly, on a curve to the right, tangent to the last described curve, having a radius of 473.00 feet, a central angle of 16 degrees 20 minutes 44 seconds and an arc length of 134.94 feet to a point on the South right of way line of R.D. Mize Road, as now established; thence South 87 degrees 07 minutes 23 seconds East, along said South right of way line, 12.06 feet; thence South 02 degrees 52 minutes 37 seconds West, 159.16 feet; thence South 46 degrees 27 minutes 25 seconds West, 74.81 feet; thence South 28 degrees 19 minutes 27 seconds West, 46.35 feet; thence South 47 degrees 16 minutes 16 seconds West,

61.52 feet; thence South 28 degrees 55 minutes 07 seconds West, 190.89 feet; thence North 87 degrees 48 minutes 10 seconds West, 140.77 feet to a point on the West line of the Northeast Quarter of said Northeast Quarter; thence North 02 degrees 11 minutes 50 seconds East, along said West line, 335.56 feet to the Point of Beginning.

TRACT C:

The non-exclusive easements, appurtenant to and for the benefit of Tract A described above, for ingress, egress, parking and utilities, upon all of the terms, provisions, and costs set forth in instrument designated "Operation and Easement Agreement" between Target Corporation and Blue Springs Development Three, Inc. recorded October 6, 2008, as Document No. 2008E0106069, as affected by Supplement to Operation and Easement Agreement recorded October 17, 2008, as Document No. 2008E0110079, and on March 1, 2010 as Document No. 2010E0019007 and 2010E0019008. This Agreement was Amended and Restated by Amended and Restated Operation and Easement Agreement between Blue Springs Development Three, Inc., Target Corporation and Lowe's Home Centers, Inc. recorded January 28, 2010, in the Office of the Recorder of Deeds In and for Jackson County, Missouri as Document No. 2010E0009260, over, under and through the following described property to wit:

Lots 1 and 3, ADAMS DAIRY LANDING-FIRST PLAT, a subdivision In Blue Springs, Jackson County, Missouri.

And

Lot 7A, ADAMS DAIRY LANDING-Lots 7A, 7B and Tract A, a subdivision in Blue Springs, Jackson County, Missouri.

AND

Lots 4A AND 5B, ADAMS DAIRY LANDING - LOTS 4A, 4B, 5A and 5B, RESURVEY OF Lots 4 and 5, ADAMS DAIRY LANDING- FIRST PLAT, subdivision In Blue Spring, Jackson County, Missouri.

Assessor's Parcel Number (APN): See Tax Information on Schedule B Exceptions

Exhibit C
Review Letter

(see attached)

Exhibit C

Blue Springs Development Three, Inc.
7500 College Boulevard, Suite 750
Overland Park, KS 66210-4035

_______________, 2013

Wallace, Plese + Dreher, LLP

3933 S. McClintock Dr., Suite 500

Tempe, AZ 85282

We are providing this letter in connection with your reviews of the balance sheets, statements of income, changes in equity and cash flows of Blue Springs Development Three, Inc. as of December 31, 2011 and for the year ending December 31, 2011 and for the 3 month and 6 month periods ending March 31 and June 30, 2012 and 2013, respectively, for the purpose of obtaining limited assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America. We confirm that we are responsible for the preparation and fair presentation of the financial statements of financial position, results of operations, and cash flow in accordance with accounting principles generally accepted in the United States of America and the selection and application of the accounting policies.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person using the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, as of _________________, 2013, the following representations made to you during your reviews.

1) The financial statements referred to above are fairly presented in accordance with accounting principles generally accepted in the United States of America.

2) We have made available to you all -

   a) Financial records and related data.

b) Minutes of the meetings of stockholders, directors, and committees of directors, or summaries of actions of recent meetings for which minutes have not yet been prepared.

3) No material transactions exist that have not been properly recorded in the accounting records underlying the financial statements.

4) We acknowledge our responsibility for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

5) We acknowledge our responsibility to prevent and detect fraud.

6) We have no knowledge of any fraud or suspected fraud affecting the entity involving management or others where the fraud could have a material effect on the financial statements, including any communications from employees, former employees, or others.

7) We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.

8) No material losses exist (such as from obsolete inventory or purchase or sales commitments) that have not been properly accrued or disclosed in the financial statements.

9) There are no -

a) Violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.

b) Unasserted claims or assessments that our lawyer has advised us are probable of assertion that must be disclosed in accordance with FASB ASC 450, Contingencies.

c) Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by FASB ASC 450, Contingencies.

10) The Company has satisfactory title of all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral, except as made known to you and disclosed in the notes to the financial statements.

11) We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

12) We have provided you with all of the information that is relevant to our plans to mitigate the adverse effects of conditions and events that indicate there is

substantial doubt about the company's ability to continue as a going concern for a reasonable period of time, including our evaluation of the likelihood that those plans can be effectively implemented. Note ___ to the financial statements discloses all of the matters of which we are aware that are relevant to the company's ability to continue as a going concern, including significant conditions and events, and management's plans.

13) The following have been properly recorded or disclosed in the financial statements:

a) Related party transactions and related accounts receivable or payable, including sales, purchases, loans, transfers, leasing arrangements, and guarantees.

b) Guarantees, whether written or oral, under which the company is contingently liable.

c) Significant estimates and material concentrations known to management that are required to be disclosed in accordance with FASB ASC 275, Risks and Uncertainties.

14) We are in agreement with the adjusting journal entries, if any, you have recommended, and they have been posted to the company's accounts.

15) To the best of our knowledge and belief, no events have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements except as disclosed in Note _____ to the financial statements.

16) We have responded fully and truthfully to all inquiries made to us by you during your reviews.

Blue Springs Development Three, Inc.

By: ________________________________

Steven M. Maun, President

By: ________________________________

Nathan Studtmann, Treasurer

Exhibit D
Management Representation Letter

(see attached)

Exhibit D

Blue Springs Development Three, Inc.

7500 College Boulevard, Suite 750
Overland Park, KS 66210-4035

______________ __, 2013

Wallace, Plese + Dreher, LLP

3933 S. McClintock Dr., Suite 500

Tempe, AZ 85282

Dear Ladies and Gentlemen:

This representation letter is provided in connection with your audit of the financial statements of Blue Springs Development Three, Inc., which comprise the balance sheet as of December 31, 2012, and the related statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of ________________, 2013, the following representations made to you during your audit.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated April 17, 2013, including our responsibility for the preparation and fair presentation of the financial statements.
- The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole. A list of the uncorrected misstatements is attached to the representation letter.
- The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.

- Material concentrations have been properly disclosed in accordance with U.S. GAAP.
- Guarantees, whether written or oral, under which the company is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.
- Note ___ to the financial statements discloses all of the matters of which we are aware that are relevant to the company's ability to continue as a going concern, including significant conditions and events, and management's plans.

Information Provided

- We have provided you with:
  - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - Additional information that you have requested from us for the purpose of the audit.
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements communicated by employees, former employees, analysts, regulators, or others.
- We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
- We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- The company has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral, except as made known to you and disclosed in the notes to the financial statements.
- We have provided you with all of the information that is relevant to our plans to mitigate the adverse effects of conditions and events that indicate there is substantial doubt about the company's ability to continue as a going concern for a reasonable period of time, including our evaluation of the likelihood that those plans can be effectively implemented.

Blue Springs Development Three, Inc.

By: ______________________________

Steven M. Maun, President

By: ______________________________

Nathan Studtmann, Treasurer

Schedule 4
Sources and Uses

(see attached)

Note: Those "uses" referred to as "RED Proceeds" in the attached table shall be paid to Blue Springs LP. In addition, should at the time of the Phase II Closing the amount designated on such table as TI/LC for Vacant Space exceed the TI/LC Amount, as defined in the Holdback Agreement, or should at such time the amount designated on such table as Master Lease Holdback exceed the Rent Amount, as defined in the Holdback Agreement, then the amount of such excess shall also be paid to Blue Springs LP., all in accordance with the following wire transfer instructions (or such other instructions as Blue Springs LP may specify in writing to the parties pursuant to the notice provisions contained in Section 14 hereto).

ABA#	**104002894**
Receiving Bank:	**Mutual of Omaha Bank**
	Kansas City, MO
Beneficiary:	**Blue Springs Development Three, Inc.**
BNF Account #:	**9300026585**

Adam's Dairy Landing
JV with TitanStar
9/25/2013

Buyer		TitanStar	
Valuation		$58,300,000	
Less: Loan Amount		($42,675,000)	
Equity		$15,625,000	
	Phase 1	**Phase 2**	**Total**
Interest Acquired	38.40%	51.600%	90.00%

SOURCES

		Phase 1		**Phase 2**		**Total**
Titan Star Equity Contribution	90%	6,000,000		8,062,500		14,062,500
TOTAL		$ 6,000,000	+	$ 8,062,500	=	**$14,062,500**

USES

	Phase 1		**Phase 2**			**Total**
Mutual of Omaha Loan Paydown to $42,675,000	2,306,148		-			2,306,148
Building J & L (Shell & Site Work)	2,100,000		-			2,100,000
RED Legal/Closing Costs (estimated)	100,000		-			100,000
TI/LC for Vacant Space	-		3,391,100	(1)		3,391,100
Master Lease Holdback	-		2,137,251	(1)		2,137,251
Blue Springs Development Three, Inc. Proceeds (aka RED proceeds)	1,493,852		2,534,149	(2)		4,028,001
TOTAL	6,000,000	+	8,062,500		=	**$14,062,500**

(1) Subject to reduction as provided in the Holback and Guaranty Agreement
(2) Subject to increase commensurate with the reduction in "TI/LC for Vacant Space" and "Master Lease Holback" amounts listed above.

Schedule 5
Material Contracts

(see attached)

Leases

TENANT NAME	LEASE DATED	AMENDMENT/OTHER
The Cato Corporation, a Delaware corporation	May 1, 2012	
Charming Charlie Inc., a Delaware corporation	May 13, 2011	
Claire's Boutiques, Inc., a Colorado corporation	July 12, 2012	
The Dress Barn, Inc., a Connecticut corporation	June 6, 2012	
Brown Group Retail, Inc., a Pennsylvania corporation **(Famous Footwear)**	February 6, 2008	1st Amendment 7/18/08
GameStop, Inc., a Minnesota corporation	December 24, 2008	N/A
The **Gap**, Inc., a Delaware corporation	June 17, 2009	1st Amendment 9/4/09 2ND Amendment 1/11/13
General Nutrition Corporation, a Pennsylvania corporation	May 13, 2010	N/A
Gordmans, Inc., a Delaware corporation	May 15, 2009	1st Amendment 8/10/09 2ND Amendment 1/27/12
Hallmark Retail, LLC, a Kansas limited liability company	June 18, 2012	1st Amendment 10/19/12
Heartland Dental Care, Inc., a Delaware corporation	December 4, 2009	N/A
Maurices Incorporated, a Delaware corporation	October 17, 2008	N/A
Michaels Stores, Inc., a Delaware corporation	December 17, 2009	N/A
Nevermore Enterprises, Inc., (temp license)	May 22, 2013	N/A
Petco Animal Supplies Stores, Inc., a Delaware corporation	February 26, 2009	N/A
RITZ NAILS LLC, a Kansas limited liability company **(Chic Nails & Spa)**	September 25, 2012	
Ross Dress For Less, INC., a Virginia corporation	September 14, 2011	
rue21, Inc., a Delaware corporation	July 15, 2011	1st Amendment 3/27/12

TENANT NAME	LEASE DATED	AMENDMENT/OTHER
Sally Beauty Supply LLC, a Delaware limited liability company	August 4, 2008	N/A
Subway Real Estate LLC., a Delaware limited liability company	January 27, 2012	
The TJX Companies, INC., a Delaware corporation	October, 13, 2011	
Ulta Salon, Cosmetics & Fragrance, Inc., a Delaware corporation	May 27, 2011	1st Amendment 11/09/11 2ND Amendment 3/6/12
K & P Enny, LLC, a Missouri limited liability **(Yogurtini)**	January 26, 2011	1st Amendment 11/21/11

Service Agreements

VENDOR	SERVICE	DATED
A Lot A Clean	Power washing	5/1/13
All Care Sweeping	Parking Lot Sweeping	1/1/13
City Wide Maintenance	Ground Keeper/Janitorial	4/1/13
The Brickman Group, LTD, LLC	Landscape	1/1/13
Wheat Photography	Photography	4/29/13
Rockwell Security, LLC	Security	6/7/12 Amd 12/18/12
System Integration Group	Alarm monitoring-Staples Bldg	4/2/13
Snowmen, Inc.	Snow Removal	10/1/12
ADT Security Services, Inc.	Alarm monitoring Bldg P	3/26/12
ADT Security Services, Inc.	Alarm monitoring Bldg K	4/12/12
ADT Security Services, Inc.	Alarm monitoring Bldg F	1/4/12