

## **ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this “**Agreement**”) is entered into as of November 1, 2011 (the “**Effective Date**”), by and between MGMCO, Inc. (“**Seller**”), and the City of Overland Park, Kansas (the “**City**”), and is executed on the date set forth on the signature page hereof.

### **RECITALS**

A. The City owns a municipal golf course known as St. Andrews Golf Course, 11099 W. 135<sup>th</sup> Street, in Overland Park, Kansas.

B. The City previously entered into a Lease, Personal Services and Concession Agreement with the Seller to lease and operate the clubhouse and concessions (the “Clubhouse”) for the St. Andrews Golf Course. As a part of its operation of the Clubhouse, Seller managed a pro shop stocked with golf course accessories, and a snack bar and concession operations. Seller owned certain furniture, furnishings, equipment, merchandise, inventory, expendable supplies and other tangible physical assets in connection with Seller’s lease and operation of the Clubhouse. Such agreement expired October 31, 2011.

C. The City entered into a Golf Course Operating Agreement (the “Operating Agreement”) with the Seller effective as of November 1, 2011, wherein Seller was retained to manage and operate the golf course facilities at both the St. Andrews Golf Club and the City-owned Sykes/Lady Golf Course. (Seller was not the previous lessee-operator of the Sykes/Lady Golf Course.) The previous lease of the Clubhouse to the Seller was terminated. As a part of the termination of the lease and execution and delivery of the new Operating Agreement, the parties agreed that Seller would sell to the City certain furniture, furnishings, equipment, merchandise, inventory, expendable supplies and other tangible physical assets which Seller owned in connection with Seller’s lease and operation of the Clubhouse (the “**Assets**” as more fully described and defined in Section 1), custody of such Assets to be turned over to the City on November 1, 2011, with the purchase price of the Assets sold to the City by the Seller to be determined at a later date.

D. On or about October 31, 2011, the City and Seller completed a detailed itemized inventory of the furniture, furnishings, equipment, merchandise, inventory, expendable supplies and other tangible physical assets owned by Seller in connection with Seller’s lease and operation of the Clubhouse. Following the completion of such inventory, the City and Seller determined which of such items would be purchased by the City.

E. The City desires to buy from Seller, and Seller desires to sell to the City, the Assets, all on the terms and conditions established in this Agreement.

In consideration of the recitals set forth above and the mutual covenants, promises, agreements, and representations established in this Agreement, all of which constitute good and valuable consideration to the parties, the City and Seller agree as follows:

## AGREEMENT

1. **Sale and Purchase of Assets.** On the terms and conditions established in this Agreement, as of the Effective Date, Seller agrees to sell, assign, transfer, and deliver to the City, and the City agrees to purchase from Seller, all of Seller's right, title, and interest in and to the following (collectively, the "Assets"):

Those certain items of furniture, furnishings, equipment, merchandise, inventory, expendable supplies and other tangible physical assets owned by Seller and located in or used in connection with the Clubhouse, as described on **Schedule 1, Exhibits A, B and C**. **Exhibit A** sets forth items of furniture, furnishings, equipment and other tangible physical assets. **Exhibit B** sets forth items of merchandise and inventory. **Exhibit C** sets forth expendable supplies.

2. **Purchase Price and Payment.** As of the date of execution of this Agreement, the parties have agreed that the purchase price to be paid by the City to Seller for the Assets is a sum equal to Fifty-Three Thousand Dollars (\$53,000.00) (the "**Purchase Price**"). The Purchase Price will be paid to Seller within 30 days of the date of execution of this Agreement.

3. **Seller's Warranties.** Seller expressly warrants and represents to the City each of the following:

(a) Seller has good and sufficient title to all of the Assets to be sold to the City under this Agreement. No other person or entity has any claim, right, or title to, or interest in the Assets.

(b) Seller has full authority and title to sell the Assets to the City, and the title conveyed is free and clear of all liens and encumbrances.

(c) To the best of Seller's knowledge, this purchase and sale will not conflict with or violate any agreement or law to which Seller is subject, and there are no pending or threatened lawsuits, other judicial proceedings, or administrative proceedings involving Seller or the Assets.

4. **Non-Assumption of Liabilities.** The City does not assume any of the liabilities of Seller, and Seller agrees it shall defend, indemnify and hold the City harmless from any liabilities of Seller asserted against the City.

5. **"As Is" Purchase of Assets.** Prior to entering into this Agreement, the City has conducted its own independent investigation of the Assets. In making its decision to purchase the Assets from Seller, the City has relied upon its own independent investigation of the Assets and on such representations and warranties as are expressly contained in this Agreement and in the Operating Agreement. The City is purchasing the Assets under this Agreement on an "as is" basis.

6. **Conveyance and Transfer of Assets.** Effective as of the Effective Date hereof, Seller shall transfer, convey, assign, and deliver all its right, title, and interest in and to the Assets

to the City. To evidence this transfer and sale, Seller shall execute and deliver to the City a Bill of Sale for the Assets in the form attached as **Schedule 2**.

7. **Further Cooperation and Assurances.** Seller and the City shall each exercise their best efforts to cooperate in achieving the object of this Agreement, and each shall execute and make all such other reasonable, proper assurances and assignments and do all things reasonably necessary and proper to carry out the terms of this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties concerning the subject matter and may not be modified except through subsequent written amendment signed by the party to be charged.

9. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally to individuals or entities addressed below. The designation of the individuals to be so notified and the addresses of such persons or entities for the purpose of notice may be changed from time to time by written notice to the other party which shall be deemed effective ten (10) days after such notice of change is furnished to the other party.

For City of Overland Park, Kansas:  
8500 Santa Fe Drive  
Overland Park, Kansas 66212  
Attn: Assistant City Manager

For Seller:  
MGMCO, Inc.  
c/o Curtis Nelson  
13409 W. 128<sup>th</sup> St.  
Overland Park, Kansas 66213

10. **Governing Law.** All questions with respect to the construction of this Agreement, and the rights, duties, obligations and liabilities of the parties shall be governed by the laws of the State of Kansas.

11. **Inurement.** This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of the each of the parties.

12. **Amendments to Agreement.** No alteration or variation of terms shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated therein shall be binding on any of the parties.

13. **Interpretation.** Each of the parties has participated in the preparation of this Agreement and the parties agree that the Agreement and its terms shall not be construed in favor of or against any party by virtue of the identity of its preparer. If any provision of this Agreement is deemed illegal or unenforceable, the determination shall not affect the validity or enforceability of the remaining provisions, all of which shall remain in full force and effect.

14. **Non-waiver.** The parties agree that any failure to exercise, or any delay in exercising, any right, power, or privilege, under this Agreement on the part of any party shall not

operate as a waiver of any right, power, or privilege of this Agreement and shall not preclude a further exercise of any right, power, or privilege.

15. **Execution in Counterparts.** This Agreement and any amendments may be executed in any number of original, telecopy, or electronic counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Agreement may be detached from any executed counterpart of the Agreement without impairing the legal effect of any signatures and may be attached to another counterpart of the Agreement that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**SIGNATURES FOLLOW ON THE NEXT PAGE.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
this \_\_\_\_ day of August, 2012.

CITY OF OVERLAND PARK

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carl Gerlach, Mayor

\_\_\_\_\_  
Stephen B. Horner, Senior Assistant City Attorney

\_\_\_\_\_  
Kathryn P. Peters  
Kutak Rock LLP

MGMCO, INC.

By: \_\_\_\_\_  
Curtis M. Nelson, President

**SCHEDULE 1  
TO  
ASSET PURCHASE AGREEMENT**

**EXHIBIT A**

<b>ITEM #</b>	<b>Item</b>	<b>QTY</b>
1	CD Digital Player	1
2	Mirror Tiles	33
3	Curtain Rod	2
4	Iron	1
5	Ironing Board Storage Room	1
6	Comm. Eq Keg Cooler	1
7	Microphones	3
8	Table Skirting	15
9	Glass Caddy	15
10	Dish Dolly	1
11	Serving Trays	6
12	Tray Stand	4
13	Bar Supplies	1
14	Ivy Bowls	22
15	Screen	1
16	A/V Cart	1
17	Fig Trees	10
18	Cord Concealer	1
19	Dance Floor	1
20	Dance Floor Truck	1
21	Hurricane Lamps	18
22	Coffee Bowl	3
23	Christmas Décor. Tree	2
24	Christmas Decorations	1
25	Christmas Lights	12
26	Dessert Plates	20
27	Oneida Dinner Fork	280
28	Oneida Salad Fork	332
29	Silverware Bin	9
30	Menus	5
31	Oneida Carafe	17
32	Booster Chairs	3
33	Wine Decanter	17
34	Water Goblets	309
35	Dinner Knives	247
36	Banquet Room Trash Cans	4
37	Oneida Spoons - Marquette	264
38	Keg Cooler	1
39	Portable Bar	1
40	Kitchen Knives	5
41	Keg Cooler Cart	1
42	Portable Bar	1
43	Dinner Plates	280

44	Salad Plates	270
45	Apron	29
46	Salad Bowls	28
47	Velcro Clips	146
48	1 Liter Carafes	17
49	Super Margarita Glasses	59
50	Martini Glasses	32
51	Glass Racks for Champagne	16
52	Champagne Flutes	424
53	Back bar cooler	1
54	Back bar Liquor Cabinet	1
55	Server Fountain s/s pump	2
56	Bar-Z-Bo Patio	1
58	Alulite Swirl Banquet Table	1
59	Spandex Skirting	1
60	Banquet Room Cabinet	1
61	glasses - Wine	72
62	Etchd. Wine chiller	16
63	Black Petal Bowls 7.5"	8
64	Salad Bowls Large 18"	3
65	NFL Beer Glasses	21
66	Tall Pilsner Vase	12
67	Pillar Vases	36
68	Reserve Picture Frames (mirrored)	15
69	Clear Picture Easels Small	6
70	Cake Cutting Set/2 knives, server	1
71	Large Pillar Vases	3
72	Chafing Fuel	13
73	Square Glass/Ice Cube	4
74	Glass Cake Stand w/lid	2
75	Glass Heart Bowls	5
76	Glass Heart Plates	11
77	Clear Plastic Bowls Small	15
78	Off White Plastic Bowls Small	18
79	Glass Bowls Small	5
80	Rose Bottom Glass Bowls Small	6
81	Mini Fishbowl Vases	6
82	Square Candle Vases (Libbey)	4
83	Sterno Lids	40
84	Plastic Display Basket Black	1
85	White Glass Plates	7
86	Red Plastic Bowls	2
87	5 Station Buffet Server	1
88	4 Tier Swivel Buffet Server	1
89	Black/White Round Storage Box	3
90	White Rectangle Heavy Plastic Dishes	3
91	White Round Heavy Plastic Serving Bowls	3
93	Black Reserve Stands	16



94	Metal Reserve Stands	5
95	Squiggly Reserve Stands	8
96	Short Metal Reserve Stands	14
97	Tea Light Holders	79
98	Flower Vases	6
99	Single Rose Vases	4
100	Beer Mugs	59
101	Irish Coffee Mugs	52
102	Wine Glasses	72
103	Plastic Champagne Flute Glasses	3
104	Christmas Decorations	1
105	Sockets	2
106	Ball Washer	1
107	Dryer	1
108	Cart Towels	150
109	Range Equipment Hand Pick	8
110	Ball Washer Container	1
111	Push Broom	1
112	Flash Light	1
113	Padlock	1
115	Ball Washer Accessories	1
116	Hand Truck	1
119	Torch Kit	1
120	Shaft Cutting Machine	1
121	Swing Weight Machine	1
122	Misc. Club Repair	1
124	Freezer Basement	1
125	Kubota Tractor & Cab	1
126	Range Picker	1
129	Back up Range Picker	1
130	Frying Pan	7
131	Serving Baskets	12
132	Cakestand	4
133	Basket	1
134	Condiment Pump	1
135	Slicer	1
136	Serving Plates	8
139	Platter	13
140	Soup Kettle	1
141	Pots	5
142	Serving Bowls	3
144	Storage Bins Snack Bar	3
145	Tongs	23
146	Pitchers	21
147	Aluminum Ice Scoop	3
148	Squeeze Bottles	6
149	Serving Baskets	14
150	Mop	1

151	Jigger	1
152	Spatula	1
153	Steam Pans	25
154	Knife Sharpener	1
156	Serving Bowls	7
157	Steam Pan 1/2	14
158	Ice Scoop	1
159	Thermometer	2
160	Ice Bucket	1
161	Serving Trays 21x15	1
162	Serving Trays 16x12	2
163	Serving Trays 14"	2
164	Chef Coat	1
165	Steam Pan Inset	1
166	Egg Rings	3
167	Chafing Dish	3
168	Chafing Dishes	22
169	64 oz. Lexan Scoop Ice	1
170	6" Black Spoons	42
171	2.5 oz. Oyster Sauce Cups	8
172	Cutlery Set-Knives	1
173	S/S Blender	1
174	Green Baskets	4
175	Paper Towel Holder	2
176	9" Locking Tongs	12
177	6" Black Tongs	14
178	6" Clear Tongs	6
179	Ladle 10 oz	1
180	9.5" Bowl	4
181	Bamboo Basket	2
183	Slot Basting Spoon	12
184	8" Black Spoon	16
185	Two Slice Toaster	1
186	Salmon Platter	2
187	kitchen Utensils	17
188	Ice Cream Scoops	11
189	Gravy Ladle	8
190	Wooden Spoons	7
191	Rubber Spatulas	5
192	Metal Ladles	22
193	Metal Salad Tongs	10
194	Metal Slotted Spoon	30
195	Metal Solid Spoons	26
196	Metal Tongs	23
197	San Jamar Safe Ice Tote	1
198	Paring Knife	1
199	Wire Packet Rack	1
201	Aluminum Roaster 16 x 20	1

202	Aluminum Roaster 15 x 17	1
203	Colander w/Stand	2
204	Stainless Steel Bowl 15"	1
205	Stainless Steel Colander 15"	1
206	Plastic Colander 10"	1
207	Wire Basket 12"	1
208	Measuring Pitcher Set (3 PC)	1
209	Cookie Sheet 12"x16"	1
210	Stainless Steel Pot Lid	1
211	Stainless Steel Meat Forks	3
212	Apple Corer	1
213	Knife Sharpener	1
220	Cooling Rack / Screens	8
221	Plastic Deli Bins w/Lid 6 x 6	5
222	Cookie Sheet 10x14	1
223	Plastic Deli Bins w/Lid 3x6	3
224	Stainless Steel Pan 14" Sq	1
225	White Cutting Board 15x20	5
226	Baking Trays 17 x 25	30
227	Rolling Rack for Trays	1
228	Dishwashing/Basting Tub	1
229	Aluminum Sauce Pan w/lid 6"	2
230	Aluminum Sauce Pan w/handle 8"	3
231	Aluminum Sauce Pan w/handle 6"	2
232	Aluminum Sauce Pan 10"	1
233	Stainless Steel Slotted Ladle	5
234	Ramican Cups	11
235	Stainless Steel Condiment Cups	148
236	Cheese Slicers (blue handle)	4
237	5-Drawer Storage Bin	2
238	Rolling Pin	1
239	Stainless Steel Whisk Large	3
240	Plastic Funnel	1
241	Stainless Steel Ladle Large	1
242	Stainless Steel Serving Spoons	3
243	Aluminum Measuring Cup	1
244	Strainers for Fryer	6
245	Potato Masher Large	1
246	Wooden Cutting Board Sm. 7x9	1
247	Wooden Cutting Board Lg. 20x12	1
248	Spouted Plastic Measuring Cup	1
249	Adjustable Cheese Slicer (blu box)	5
250	Bamboo Skewers	100
251	Wood Skewers 4 1/5"	500
252	Frill Picks	500
253	Wooden Bamboo Skew 6"	400
254	Plastic Forks (Monogram)	1,000
255	Plastic Spoons (Monogram)	500

256	Plastic Knives (Monogram)	750
257	Fluted Chef Hats (Stirling)	4
258	3 Gal Drink Dispenser w/stand & lid	4
259	Carving Station	1
260	Food Warmer (Double Lamp)	1
261	Double Burner Coffee Warmer	3
262	Coffee Server w/Warmer Unit	2
263	Cheese Grater	1
264	Plastic Serving Spoons	6
265	Alum Soup Spoon Servers	2
266	Knife Sharpener	1
267	Alum Tongs	1
268	Decorative Slicer	1
269	Insulated Carafe/Coffee	4
270	Stainless Steel Bowls Small	7
271	Stainless Steel Bowls Large	2
272	Black Plastic Bowls Small	11
273	Plastic Banana Shape Bowl	1
274	Hole Punch	1
275	Stapler	6
276	Office Furniture	1
277	Paper Cutter	1
278	Letter Tray Curt's Office	4
279	File Cabinet	1
280	Binders	14
281	Easel Board Back Office	1
282	Clipboard	9
283	Trash Cans	9
284	Paper Trays	2
285	Paper Trays	4
286	Surveillance System	1
287	Paper Punches	2
288	Labeler	2
289	Calculator	1
291	Cart Filing Box	1
292	Cart Box Supplies	3
293	Sign Holder	1
294	Stamp Pad	2
295	Plastic Sign Holders	7
296	Filing Cabinet	1
297	Safe	1
298	On-Hold Messages	1
299	Office Furniture SAPRO	1
300	Office Chair Banquet Coordinator	1
302	Office Chair Dir. Office	1
303	Liquor Storage (behind SAPRO office)	1
304	Window Envelopes	3
305	Oak Custom PS Display	1

306	Custom Mannequins	16
307	Slatwall Club Racks	41
309	Art Work	2
310	Cap Racks	12
311	Wooden Hangers	200
312	Portable Partitions 5 Panel	1
313	Portable Partitions 9 Panel	1
314	Big Screen TV	1
315	Wall Pictures in Banquet Of.	3
316	range baskets small	40
317	range baskets medium	55
318	Range Basket Warm-up	25
319	range baskets large	37
320	Range Balls	20,850
321	Range Crates 700 ball	5
322	Range Crates 400 ball	25
329	Dish Network Receivers	3

**EXHIBIT B**

<b>VENDOR</b>	<b>ITEM</b>	<b>QTY</b>
<b>ACCESSORIES</b>		
GOTTA HAVE IT	TIGER AT THE MASTERS	1
	BRUSH T WOODS	26
	ALEEVE	7
	TYLENOL EXTRA STRENGTH	27
	PEPCID COMPLETE	15
	SHOE LACES	93
PGA TOUR MEMOR	TIGER WOODS BRITISH OPEN	1
PGA TOUR MEMOR	TIGER WOODS	1
Titleist	TITLEIST PLAYERS TOWEL	1
Titleist	TITLEIST TOWEL B/R	5
	DIVOT TOOL	13
	ST ANDREWS LICENSE COVER	16
<b>BAGS</b>		
Titleist	TITLEIST LIGHTWEIGHT BAG	1
Titleist	TITLEIST 14-WAY BAG	3
Titleist	TITLEIST 14-WAY BAG	1
Titleist	TITLEIST PREMIUM BAG	2
Titleist	TITLEIST ULTRA LIGHTWEIGH	3
Titleist	TITLEIST ULTRA LIGHTWEIGH	2
Titleist	TITLEIST ULTRA LIGHTWEIGH	1
Titleist	TITLEIST STAND BAG 120	1
Titleist	TITLEIST CART BAG	1
<b>GLOVES</b>		
Foot-Joy	FJ WEATHER SOFT 2 PK	49
Foot-Joy	FJ WEATHER SOFT	132
Foot-Joy	FJ WINTER-SOF	3
<b>GOLF BALLS</b>		
Maxfli	LOGO BALL	75
Other	JAR BALL	990
Titleist	TITLEIST PRO VIX	4
Titleist	TITLEIEST NXT	32
Titleist	TITLEIST DT SOLO	45
Pinnacle	PINNACLE GOLD	797
Pinnacle	PINNACLE EXCEPTION 2 BALL ST.	618
Titleist	TITLEIST PRO V1	73
<b>HEADWEAR</b>		
Imperial Headwear	IMPERIAL WASH TWILL	8
SRixon	CLEVELAND/SRIXON HAT	9
<b>HEADWEAR</b>		
Titleist	TITLEIST MESH	20
<b>MISCELLANEOUS</b>		
	TEES - LONG	2196

	CUSTOM CLUBHEAD	230
	SHAFTS FOR CUSTOM CLUBS	235
	SOFT SPIKES (SINGLE)	545
<b>SHOES</b>		
Foot-Joy	FJ STREET	5
Foot-Joy	FJ GREEN JOYS	3
Foot-Joy	FJ SANDALS - MEN	1
	US KIDS SHOES	4

## EXHIBIT C

Description	Qty
Sweet and Low	3/4 case
Sugar	3/4 case
Ketchup	1/2 case
Relish	1 1/2 case
Hot Sauce	1/4 case
Sipper Straws	1/2 case
Half & Half	3 cases
Hazel Nut creamer	87
Decaf Coffee	21
Large Lids	150
Small Lids	120
Straws	2 cases
Deli Napkins	1/4 case
Hot Dog Boats	1200
Large trash bags	50
Disposable Gloves	3
Dinner napkins	125
Black Forks	40
Black Knives	50
Swiss Miss cocoa	24
Plastic cups	59
Black plastic plates	80
Peanut Butter crackers	10
Cheese & Peanut Butter crackers	12
Reese's Peanut Butter cups	15
Kit Kat	0
Twix	12
Snickers	32
Hershey's w/ Almonds	3
Hershey's w/ Almonds	10
Big Texas Cinnamon Rolls	2
Lays Chips	11
Doritos	10
Cheetos	10
Fritos	4
Ranch Doritos	2
Chocolate Donuts	0
Cheese Crackers	24
BBQ Lays	3
Famous Amos	15
Cool Blue Gatorade	10
Fruit Punch Gatorade	3
Frost Gatorade	3
Frost Glacier Gatorade	5
Pepsi Max	6



Diet Sierra Mist	8
Sierra Mist	1
Mountain Dew	6
Diet Pepsi	9
Diet Dr. Pepper	8
Miller Lite	67
Michelob Ultra	24
Bud Lite	42
Mikes Hand Cranberry	25
Mike's hard Lemonade	5
Ozarka Water	6
El Jimador	13
Jeremiah Weed Tea	3
Jeremiah Weed lemonade	2
Jack Daniels Punch	4
Jack Daniels Whiskey & Cola	2
Cooper Ridge Chardonnay	1
Ozarka Water	32
CO2 Tank	2
Bud Light Keg 0/30	2
Clear Plastic Cups 16 oz	279
Clear Plastic Cups 10 oz	288
Beverage Napkins	250
Sipper Stirrs	1/2 case
White plastic cups 16 oz	225
Styra Same Cups 8 oz	148
Mazola Oil	1 gal
Assorted spices	1
Marconi Ozzo	1
Bellesimo Linguine	1
Aunt Jemima Cornmeal mix	1
Vanilla Flavoring	1 gal
Tomato Paste 6 oz	3
Pam	2
Olive Oil	1 gal
Starkist Tuna	1
Flour	15 pounds
Dicey Green Peppers	1
Pimentos	6
Best Choice Honey Dijon 16 oz	8
Wishbone Italian 16 oz	3
Wishbone Italian 36 oz	2
Hamburger Buns 16 pack	4
Wheat Bread	1
White Bread	4
Dill Pickles 1 gal	1/4
Ranch 1 gal	1/3 gal
Mayo 1 gal	1

BBQ Sauce jug	12
lemon Juice 48 oz	1
Salsa Pace jug	12
Relish 1 gal	1
Caesar Dressing 1 gal	1
Mustard 20 oz	1
A1 Steak Sauce 15 oz	1
Orange Juice 46 oz	6
Hot Dog Buns 16 pack	1
Limes	4
Lemons	2
Zarda Beans	1
Cranberry Juice 64 oz	1/2
Ragu Jug 1 gal	1/4
Ken's Caesar 16 oz	1
Blue Bonnet 15 oz	1
Worcestershire Sauce 15 oz	1
Apple Juice 64 oz	3
LaChoy S&S Sauce 1 gal	3/4
Welch Grape Jelly 32 oz	3
Tuscan Garden Thousand Island 16 oz	1
TG French 16 oz	1
Wishbone Vinaigrette 16 oz	1
Hellman's Mayo 16 oz	22 oz
Best Choice Pickles 24 oz	1
Cherries 10 oz	2 lbs
Pace Salsa 38 oz	3/4
La Costera jalapeno 64 oz	32 oz
Famous Dave's BBQ 20 oz	1
H. Syrup Strawberry 24 oz	1
Minced Garlic 48 oz	1
MC Chick Base 16 oz	2
Minors Demi Glace 13 oz	1
SW Garlic Peeled 3 lb	1/2 lb
Land of Lakes Butter 1 lb	9 1/2 lbs
Daisy Sour Cream 5 lb	5 lb
Margarine 1 lb	7 lbs
Walkers Beans 10 lb	1
Royal Turkey Breast	21 lbs
Cheese Cubes	1
Shredded Cheddar 5 lb	1
Stella Parmesan Cheese 5 lb	6 lbs
Cortena Mozzarella 5 lb	14 lbs
Stella Mozzarella 5 lb	1
Pacific Celery 32 oz	1 lb
Golden Harvest Potato Salad 12 lb	1
Cross Valley Potato Salad 8 lb	8 lbs
Casa Minita Salsa	2

Chicken Broth 14 oz	1
Balsamic Vinaigrette	1
Sue Bee Honey	5 lbs
Balsamic Vinaigrette	1
Country Time Lemonade	1
KC Masterpiece BBQ	1 gal
Pace Salsa	1 gal
Wrighte Hickory Seasoning	1/4 gal
White Vinegar	3 gal
Kikoman Soy Sauce	1/4 gal
C&H Sugar	10 lbs
Banquet Bouquet	1 gal
Marinara	2 # 10
Shivered Almonds	3 lbs
N Joy sugar	8 cans
Flour	1
Wacky Mac	9 12 oz
Potato Chips	1 bag
Seagrams VO	1
Orange Curacao	2
Pama Pomegranate	1
Chardonnay	14
Merlot	18
White Zinfandel	20
Andre's Brut	19
Domaine St. Michelle	1
Asti	1
Bitters	1
Bloody Mary Mix	8
Cranberry Juice 1/2 gal	2
Pineapple Juice cans	5
Grenadine	2
Red Bull	1
Rose Lime Juice	1
Sour Mix	5
Margarita Mix	1
Caramel	1
Guava	3
Guava 12 oz cans	24
Margarita Mix 12 oz cans	48
Pepsi 2 liter	1
Diet Pepsi 2 liter	2
Sprite 2 liter	2
Dr. Pepper 2 liter	1
Club Soda	2
Tonic	6
Cherries 10 oz	2
Absolute	2

Amaretto	1
Apple Ducker	1
Bacardi	4
Baileys	2
Captain Morgan	3
Chivas Regal	1
Crown Royal	2
Dewers	2
Gray Goose	2
Jack Daniels	1
Jagermeiste	2
Jim Bean	3
Juarez Tequila	4
Kahlua	2
Kentucky Gentleman	3
Makers Mark	2
Malibu	1
McCormick Gin	2
McCormick Rum	8
McCormick Scotch	1
McCormick Vodka	4
Patron	1
Seagrams 7	3
Smirnoff	5
Southern Comfort	3
Tanqueray	1
Triple Sec	7
Vermouth Dry	1
Vermouth Sweet	1
Blue Curacao	1
Diet Pepsi 20 oz	28
Diet Dr. Pepper	5
Gatorade Blue	13
Michelob Ultra	12
Coors Light Cans	12
Miller Light Cans	24
Bud Light Cans	1/2
Boulevard Wheat	11
Bud Light Bottles	33
Budweiser bottles	12
Coors Light bottles	11
Corona bottles	37
Michelob Ultra bottles	12
Miller Light bottles	18
Stella Artois	12
el Humdor	48
Pale Ale 80/30	1
Miller 80/30	1

Budweiser case	1
Boulevard Wheat 30/30	1
Boulevard Pale Ale 60/30	1
Boulevard Wheat 110/30	1
CO2 Tank	1
Argitoni Parmesan 24 oz	1 lb
Strawberry Jam	1
Sweet & Sour	3
Hidden Valley Ranch 36 oz	2

**SCHEDULE 2  
TO  
ASSET PURCHASE AGREEMENT**

**BILL OF SALE**

MGMCO, Inc. (“Seller”), sells, transfers, conveys, and assigns to the City of Overland Park, Kansas (the “City”), all of Seller’s right, title, and interest in and to the Assets described in the Asset Purchase Agreement dated as of November 1, 2011, between Seller and the City (“Agreement”), in exchange for the purchase price set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are acknowledged.

Seller represents and warrants to the City that: (i) Seller is the sole owner of all Assets; (ii) Seller has the requisite power and authority to transfer and convey the Assets to the City; (iii) to the extent necessary, Seller has obtained all consents and approvals required to transfer the Assets to the City; and (iv) the Assets are free and clear of all pledges, liens, claims, and encumbrances of any type or nature. Seller agrees to defend title to the Assets, at Seller’s cost and expense, against all claims and demands of any type or nature.

Seller also transfers and assigns to the City any and all representations and warranties (express or implied) related to the Assets that may be enforceable against any manufacturer, distributor, supplier, vendor, servicer of the Assets.

MGMCO, INC.

By: \_\_\_\_\_  
Curtis M. Nelson, President