

**Extension and Amendment of
Contract for Purchase of Property and Redemption Rights**

This Agreement entered into this 13th day of December, 2023 by and between Duaglo, LLC, a kansasa limited liability company, and Michael Capps, in consideration of the recitals and the mutual covenants contained herein.

WHEREAS, Duaglo and Capps are parties to that certain Contract for Purchase of Property and Redemption Rights fully executed August 28, 2023 covering the property described as follow:

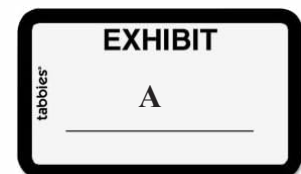
LOT 4, BLOCK 2, COTTONWOOD VILLAGE SIXTH ADDITION TO
WICHITA, SEDGWICK COUNTY, KANSAS, commonly known as 3103 N
Gouverneur Street, Wichita, Kansas,

WHEREAS, Capps is the subject of a Judgment in a Criminal Case in the US District Court for the District of Kansas Case Number 6:21CR10073-001, entered May 12, 2023 (the "Judgment"), and also is subject to Notice of Lien for Fine and-or Restitution imposed pursuant to the Anti-Terrorism and Effective Death Penalty Act of 1996 filed by the United States of America August 18, 2023 in the office of the Register of Deeds, Sedgwick County, Kansas December 13, 2023 and recorded therein as Document 30258403 and 30258404 (the "Notice of Lien").

WHEREAS, Duaglo and Capps assert that the provisions of Kansas State Law, specifically K.S.A. 60-2414(k), deprive the United States of America of any property interest to in the above-described property; and that the claim of the United States of America, if any it may have, may be made solely to the proceeds of Capp arising from the sale of the Property by Capps.

WHEREAS, Duaglo and Capps have entered into an Contract for Purchase of Property and Redemption Rights by which Capps has agreed to sell to Duaglo the Property and Duaglo has agreed to redeem the Property from the pending foreclosure in Sedgwick County Case No 22 CV-000936, subject to a simultaneous Kansas Real Estate Purchase Contract dated August 28, 2023, in which Duaglo agrees to resell the Property to Capps and Capps agrees to repurchase the Property for a price of \$167,708.59 for further transfer by Capps in a sale to a third party (the "Closing"). The Closing is to be conducted on or after December 14, 2023 by Security 1st Title Company, Inc. ("Security 1st").

WHEREAS, the United States has agreed a) that Duaglo may be paid out of the Closing the amount paid by Duaglo to redeem the Property from foreclosure in the amount of \$155,027.04, on the condition that the sale and repurchase right be limited to \$155,027.04 and b) to file a Partial Release of Judgment Lien that releases the Property from the lien of the Judgment in exchange for the deposit of all funds "due to Seller" at Closing into an escrow with Security 1st to be held pending agreement of the parties or entry of an order of a court with



jurisdiction (the "Escrowed Proceeds") directing the payment by Security 1st.

WHEREAS, Capps has procured the performance of work on the Property to make the Property ready for sale at Closing, which work Capps claims is entitled to be reimbursed out of the Escrowed Proceeds in priority to any claim of the United States of America.

WHEREAS, the parties intend that all claims, demands, and priorities in the Property be converted in equity into an equal claim, demand and priority in and to the Escrowed Proceeds.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, the parties agree as follows:

- 1) Duaglo hereby agrees to transfer to Capps by Quit Claim Deed the Property for simultaneous delivery of title by Capps to the Buyer at the Closing, together with an assignment of the seller's rights under the pending contract for the sale of the Property, in satisfaction of the obligations of Duaglo to said ultimate buyer. Capps, and Duaglo and Capps agree to extend and perform the Contract for purchase and sale of the Property between Capps and Duaglo.
- 2) Duaglo is to receive at Closing the amount of \$155,027.04, being the amount deposited by Duaglo with the Clerk of the District Court in Sedgwick County Case No 22 CV-000936 with the Notice of Redemption filed August 28, 2023.
- 3) Duaglo, for itself, and for all persons claiming by, through, and under Duaglo, hereby releases any right, title or interest in, lien on, or claim to the Property and agrees to hold harmless Security 1st of and from any claim against the Property arising by, through, or under Duaglo (the "Duaglo Claims").
- 4) Capps, for himself, and for all persons claiming by, through, and under Capps, hereby releases any right, title or interest in, lien on, or claim to the Property and agrees to hold harmless Security 1st of and from any claim against the Property arising by, through, or under Capps (the "Capps Claims").
- 5) Capps reserves the following Capps Claims. The Capps Claims include Capp's claim that the Notice of Lien did not and does not attach to the Property and that Capps is entitled to priority over any lien of the United States for work procured by Capps to prepare the Property for sale. claims that the liens, claims and priorities of the parties have been converted in equity into the same lien, claim, and priority in the Escrowed Proceeds.
- 6) This Agreement shall be binding on, and shall inure to the benefit of, Duaglo and Capps, and their respective heirs, successors, assigns, agents, contractors and employees.

Dated at Wichita, Kansas this 13th day of December, 2023.

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Duaglo, LLC
a kansas limited liability company

By

Vail Fruechting, Manager

Michael Capps

Michael Capps (Dec 13, 2023 16:37 CST)

Michael Capps

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Duaglo, LLC
a kansas limited liability company

By Vail Fruechting
Vail (Dec 13, 2023 16:38 CST)
Vail Fruechting, Manager

Michael Capps

Extension and Amendment of Contract for Purchase of Property and

Final Audit Report

2023-12-13

Created:	2023-12-13
By:	Shelley Caudell (shelley@knopplaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAazzemD67Uhm0SVrc_erpMaOYu4CeBDgB

"Extension and Amendment of Contract for Purchase of Property and" History

-  Document created by Shelley Caudell (shelley@knopplaw.com)
2023-12-13 - 10:32:24 PM GMT
-  Document emailed to Michael (michael.capps@me.com) for signature
2023-12-13 - 10:32:28 PM GMT
-  Email viewed by Michael (michael.capps@me.com)
2023-12-13 - 10:34:52 PM GMT
-  Signer Michael (michael.capps@me.com) entered name at signing as Michael Capps
2023-12-13 - 10:37:03 PM GMT
-  Document e-signed by Michael Capps (michael.capps@me.com)
Signature Date: 2023-12-13 - 10:37:05 PM GMT - Time Source: server
-  Agreement completed.
2023-12-13 - 10:37:05 PM GMT

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By:	Shelley Caudell (shelley@knopplaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1D0e0hee1jrFCnnJIKa55V1egXr729Dy

"Extension and Amendment of Contract for Purchase of Property and" History

-  Document created by Shelley Caudell (shelley@knopplaw.com)
2023-12-13 - 10:33:23 PM GMT
-  Document emailed to Vail (vail.fruechting@gmail.com) for signature
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-  Email viewed by Vail (vail.fruechting@gmail.com)
2023-12-13 - 10:37:12 PM GMT
-  Document e-signed by Vail (vail.fruechting@gmail.com)
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-  Agreement completed.
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