

McDowell, Rice, Smith & Buchanan

JAMES F.B. DANIELS
DIRECT DIAL: (816) 960-7307
E-mail jdaniels@mcdowellrice.com

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
SKELLY BUILDING
SUITE 350
605 WEST 47TH STREET
KANSAS CITY, MISSOURI 64112-1905
(816) 753-5400 FAX (816) 753-9996

February 6, 2009

**VIA FACSIMILE: 610/332-5270,
EMAIL (plnear@crescentoil.com)
AND CERTIFIED MAIL #70083230000097179093**

Crescent Oil Company, Inc.
116 West Myrtle
Independence, KS 67301

Re: Termination of Lease Agreements by and between Station Acquisition, LLC, as Lessor, and Crescent Oil Company, Inc., as Lessee

Gentlemen:

1. We are counsel and attorneys-in-fact to and for Station Acquisition, LLC (“Station”).
2. On June 22, 2007, Crescent Oil Company, Inc. (“Crescent”) entered into fourteen (14) separate but, in material part, identical Lease Agreements, wherein Crescent, as Lessee, agreed to lease the following real estate and improvements (hereinafter referred to, collectively, as the “Properties”) from Station, as Lessor.
 - a. 1000 NW State Route 7, Blue Springs, Missouri
 - b. 12419 West 95th Street, Lenexa, Kansas
 - c. 1901 Russell Road, Kansas City, Missouri
 - d. 2602 NE Vivion Road, Kansas City, Missouri
 - e. 3901 Tomahawk Road, Prairie Village, Kansas
 - f. 5401 NW 64th Street, Kansas City, Missouri
 - g. 7427 Metcalf, Overland Park, Kansas
 - h. 7701 West 123rd Street, Overland Park, Kansas
 - i. 7905 East 171st Street, Belton, Missouri
 - j. 8120 Mission Road, Prairie Village, Kansas
 - k. 8700 Long, Lenexa, Kansas
 - l. 8820 West 63rd Street, Merriam, Kansas
 - m. 9640 Nall, Overland Park, Kansas
 - n. 10695 Roe Boulevard, Overland Park, Kansas
3. Paragraph 20 of each of these fourteen (14) Lease Agreements provides that in the event Crescent **“fails to pay any installment of monthly Base Rent when due, and such failure continues beyond the fifth (5th) day of the month for which such installment is due”**,

Station “**may declare**” each of those Lease Agreements to be “**terminated, whereupon Crescent shall immediately surrender and deliver the**” Properties to Station, that “all rights and claims of Crescent in and to the use and enjoyment of the” Properties “shall cease and” that, in “addition addition to any other damages for which Crescent may be liable, Crescent shall be liable for and pay to” Station “all rent accrued to the date of such repossession plus the present value of all rent” which under the now-terminated Lease Agreements would become due and payable thereafter.

4. Further, paragraph 26 of each of the Lease Agreements provides that each of the Security Deposits which Crescent remitted to Station at or shortly after the execution thereof shall be and constitute security for “all of” Crescent’s “obligations” under those Lease Agreements and that Station may apply those Security Deposits to or toward any “event of default by Crescent”.

5. If the payment and default provisions of each of these fourteen (14) Lease Agreements are enforced according to their terms, Crescent has failed to pay any of the fourteen (14) monthly installments of Base Rent which became due and payable on January 22, 2009, and that default has continued beyond February 5, 2009.

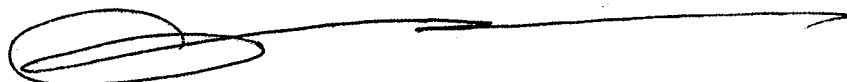
6. Alternatively, and assuming, *arguendo*, that Crescent and Station have, by course of conduct, modified each of these Lease Agreements, such that the monthly installments of Base Rent have become due and payable on the first (1st) day of each month, Crescent is and remains in default, since its failure to pay the fourteen (14) installments of rent which, under that assumption, became due and payable on February 1, 2009, has continued “beyond the fifth” day of February, 2009.

7. Therefore, please be advised that, as provided under ¶¶ 20 and 26 thereof,

- a. Station hereby **TERMINATES** each of the Lease Agreements to each and all of the Properties, as identified, *seriatim*, in ¶ 2 hereinabove, and demands that Crescent immediately surrender and deliver possession of each of those Properties to Station, and
- b. Station gives notice of its intention to retain and, in due course and at its option, to apply each of the fourteen (14) Security Deposits of which it has custody in satisfaction, *pro tanto*, of Crescent’s obligation for payment of the present value of the rent reserved under each of the fourteen (14) Lease Agreements, for the remaining term thereof.

Very truly yours,

McDOWELL RICE SMITH & BUCHANAN
A professional corporation



JFBD/kmb

James F.B. Daniels