

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

MARION COUNTY SUPERIOR COURT
CAUSE NO. 49D06-0712-PL-055372

Bobby J. Key and Jeraldine J. Key)
Plaintiffs,)

vs.)

Ralph Lee)
Defendant.)

Ralph Lee and Nancy Lee)
Counterclaim Plaintiffs,)

vs.)

Bobby J. Key and Jeraldine J. Key, Equity)
Financial Corporation, Quality Foods, Inc.,)
Diversified Properties, II, Inc., Midwest)
Commercial Developments, LLC and)
Property Sales and Acquisitions, Inc.,)
Counterclaim Defendants.)

FILED
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Christi A. White
CLERK OF THE
MARION CIRCUIT COURT

**ORDER CONFIRMING ARBITRATION RULING
AND TO ENFORCE AND IMPLEMENT SETTLEMENT**

This matter having come before the Court on Defendant Ralph Lee and Counterclaim Plaintiffs Ralph Lee and Nancy Lee's (aggregately referred to as "Lees"), Motion to Confirm Arbitration Ruling, and Motion For Reference To A Special Master To Implement Specific Performance To Enforce Remaining Terms of Settlement Agreement, and the Court having duly considered same, now makes the following findings and orders:

IT IS ORDERED that the Motion to Confirm Arbitration Ruling is granted, and the Court confirms, finds and orders that:

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1. The January 29, 2009 Memorandum of Settlement was entered into and signed by the parties Bobby J. Key, Jeraldine Key, Ralph Lee and Nancy Lee, and their respective counsel, Greg A. Neibarger for the Keys and Michael S. Walsh for the Lees.

2. The Court has determined consistent with its March 3, 2010 Order Compelling Arbitration that the Memorandum of Settlement was a binding and enforceable settlement.

3. Arbitration has been held pursuant to the January 29, 2009 Memorandum of Settlement and pursuant to this Court's March 3, 2010 Order compelling arbitration, and the Arbitrator ruled by his Final Ruling dated July 21, 2010, that the scope of the baseball arbitration was limited to choosing one party's set of submitted closing documents, and that because of the passage of time and events and circumstances since the date of settlement it was impractical to choose either party's submitted closing documents.

4. Arbitration being completed, and there remaining unperformed terms of the settlement, the Court orders that the remaining terms of the settlement be enforced and implemented by the existing Court appointed Receiver in his administration of the estate.

5. The continuing role of the Receiver is reasonable given the present circumstances and the status of the settlement, and given the Court's prior Orders appointing the Receiver (Oct 2, 2008 Order) and limiting the Receiver's responsibility (Jan 8, 2009 Order). The prior Order limiting the Receiver's responsibilities is modified by this Order to secure ample justice to the parties as persons jointly interested in properties and funds under the settlement and to prevent loss, removal or material injury

to the property, funds, and property interests which are subject to the settlement agreement.

6. Should the Receiver have any questions or issues which arise requiring the Court's guidance, the Receiver shall seek further instructions from the Court.


7. The Receiver shall submit his recommendations to the Court for the specific performance, implementation and consummation of the settlement agreement.

8. The Parties shall cooperate with the Receiver to exchange and provide information requested by the Receiver pertaining to the settlement agreement and the property interests affected thereunder.

9. The Receiver shall have authority over performance and consummation of the settlement agreement consistent with this Order, subject to the continuing jurisdiction of this Court for the approval and entry of a final order and any interim orders necessary to achieve consummation of the settlement.

IT IS FURTHER ORDERED that the Motion For Reference To A Special Master To Implement Specific Performance To Enforce Remaining Terms of Settlement Agreement is denied as to the request for a Special Master and deemed moot in respect to the implementation and enforcement of settlement by reason of this Order. The Receiver shall administer the estate and cause the assets and property interests to be distributed consistent with the terms of the Memorandum of Settlement.

Dated: 11/10, 2010



JUDGE, Marion Superior Court
Civil Division, Room 6

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