

IN THE CIRCUIT COURT OF JACKSON COUNTY  
AT INDEPENDENCE

SAMUEL K. LIPARI	)	
(Statutory Trustee of Dissolved	)	
Medical Supply Chain, Inc.)	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 0616-cv07421
	)	
GENERAL ELECTRIC COMPANY, et al.,	)	
	)	
Defendants.	)	

FILED  
 JACKSON COUNTY  
 2006 JUL 17 PM 02:17

ANSWER TO PLAINTIFF'S PETITION

Defendants General Electric Company, General Electric Capital Business Asset Funding Corporation and GE Transportation Systems Global Signaling, LLC (the "GE Defendants") Answer Plaintiffs Petition as follows:

1. Paragraph 1 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 1 is not a legal conclusion, the GE Defendants deny the allegations.
2. The GE Defendants deny the allegations contained in paragraph 2 of Plaintiffs Petition.
3. The GE Defendants deny the allegations contained in paragraph 3 of Plaintiffs Petition.
4. The GE Defendants deny the allegations contained in paragraph 4 of Plaintiffs Petition.
5. The GE Defendants admit that the Kansas Federal Court dismissed Plaintiffs state law claims without prejudice. The GE Defendants deny the remaining allegations contained in paragraph 5.

6. The GE Defendants state that the Tenth Circuit did not rule on the dismissal without prejudice and therefore denies that portion of paragraph 6 of the Petition. GE Defendants admit that the Tenth Circuit awarded sanctions to the GE Defendants.

7. The GE Defendants deny the allegations contained in paragraph 7 of Plaintiffs Petition.

8. The GE Defendants deny the allegations contained in paragraph 8 of Plaintiffs Petition.

9. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of Plaintiffs Petition, and therefore, deny the same.

10. The GE Defendants states upon information and belief that the federal court dismissed a portion of Medical Supply Chain's claims with prejudice and refuse to exercise jurisdiction over its state law claims. The GE Defendants deny the remaining allegations contained in paragraph 10.

11. It is the GE Defendants' understanding and belief that the allegations in paragraph 11 are accurate and therefore it admits the same.

12. The GE Defendants admit the allegations contained in paragraph 12 of Plaintiffs Petition.

13. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of Plaintiffs Petition, and therefore, deny the same.

14. Paragraph 14 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 14 is not a legal conclusion, the GE Defendants deny the allegations.

15. The GE Defendants admit the allegations contained in paragraph 15 of Plaintiffs Petition.

16. The GE Defendants admit the allegations contained in paragraph 16 of Plaintiffs Petition.

17. The GE Defendants admit the allegations contained in paragraph 17 of Plaintiffs Petition.

18. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of Plaintiffs Petition, and therefore, deny the same.

19. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of Plaintiffs Petition, and therefore, deny the same.

20. The GE Defendants deny the allegations contained in paragraph 20 of Plaintiffs Petition.

21. The GE Defendants deny the allegations contained in paragraph 21 of Plaintiffs Petition.

22. Paragraph 22 of Plaintiff s Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 22 is not a legal conclusion, the GE Defendants deny the allegations.

23. The GE Defendants deny the allegations contained in paragraph 23 of Plaintiffs Petition.

24. Paragraph 24 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 24 is not a legal conclusion, the GE Defendants deny the allegations.

25. Paragraph 25 of Plaintiff s Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 25 is not a legal conclusion, the GE Defendants deny the allegations.

26. The GE Defendants deny the allegations contained in paragraph 26 of Plaintiffs Petition.

27. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of Plaintiffs Petition, and therefore, deny the same.

28. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of Plaintiffs Petition, and therefore, deny the same.

29. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of Plaintiff s Petition, and therefore, deny the same.

30. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of Plaintiffs Petition, and therefore, deny the same.

31. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of Plaintiffs Petition, and therefore, deny the same.

32. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 32 of Plaintiffs Petition, and therefore, deny the same.

33. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of Plaintiffs Petition, and therefore, deny the same.

34. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of Plaintiff s Petition, and therefore, deny the same.

35. The GE Defendants admit that sometime around April 7, 2003, Lipari contacted George Frickie, who works for GE, regarding the building. The GE Defendants deny the remaining allegations contained in paragraph 35.

36. The GE Defendants admit the allegations contained in paragraph 36 of Plaintiffs Petition.

37. The GE Defendants deny the allegations contained in paragraph 37 of Plaintiffs Petition.

38. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of Plaintiffs Petition, and therefore, deny the same.

39. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of Plaintiffs Petition, and therefore, deny the same.

40. The Lease Agreement speaks for itself and the GE Defendants deny any allegations in paragraph 40 that are inconsistent with or contrary to the Lease Agreement itself.

41. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of Plaintiff s Petition, and therefore, deny the same.

42. The GE Defendants admit that sometime around April 15, 2003, Lipari and Frickie discussed the status of the building. The GE Defendants deny the remaining allegations contained in paragraph 42.

43. The GE Defendants admit that Lipari and Frickie discussed various scenarios regarding the use of the building, The GE Defendants deny the remaining allegations contained in paragraph 43.

44. The GE Defendants deny the allegations contained in paragraph 44 of Plaintiffs Petition.

45. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of Plaintiffs Petition, and therefore, deny the same.

46. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of Plaintiffs Petition, and therefore, deny the same.

47. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of Plaintiffs Petition, and therefore, deny the same.

48. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of Plaintiff s Petition, and therefore, deny the same.

49. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of Plaintiffs Petition, and therefore, deny the same.

50. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of Plaintiffs Petition, and therefore, deny the same.

51. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 51 of Plaintiff s Petition, and therefore, deny the same.

52. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of Plaintiffs Petition, and therefore, deny the same.

53. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of Plaintiffs Petition, and therefore, deny the same.

54. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of Plaintiff's Petition, and therefore, deny the same.

55. The GE Defendants admit that on or around May 15, 2003, it received a letter from Brett Landrith. The GE Defendants state that the May 15 letter speaks for itself and denies any allegations contrary to or inconsistent with the letter. The GE Defendants deny the remaining allegations contained in paragraph 55.

56. The GE Defendants admit that George Frickie left voice messages with representatives of Plaintiff on or around May 15, 2003. The GE Defendants deny the remaining allegations contained in paragraph 56.

57. The GE Defendants admit that George Frickie sent an e-mail to Medical Supply Chain's attorney on May 15, 2003. The GE Defendants state that the May 15 e-mail speaks for itself and denies any allegations contrary to or inconsistent with the e-mail. The GE Defendants deny the remaining allegations contained in paragraph 57.

58. The GE Defendants admit that on or around May 20, 2003, representatives of Medical Supply Chain ("MSC") walked through the property in question. The GE Defendants further admit that various discussions were held during this tour of the property, including various procedures. The GE Defendants deny the remaining allegations contained in paragraph 58.

59. The GE Defendants admit that representatives of MSC went through the building in question and that various GE Transportation employees were also present during this process. The GE Defendants deny the remaining allegations contained in paragraph 59.



60. The GE Defendants admit the allegations contained in paragraph 60 of Plaintiffs Petition.

61. The GE Defendants admit that the blueprints were returned to them. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 61 of Plaintiffs Petition, and therefore, deny the same.

62. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of Plaintiffs Petition, and therefore, deny the same.

63. The GE Defendants admit that on or around May 22, 2003, Lipari spoke with Doug McKay with GE Capital and that the two of them discussed various aspects regarding the building, including mortgage proposals. The GE Defendants deny the remaining allegations contained in paragraph 63.

64. The GE Defendants admit the allegations contained in paragraph 64 of Plaintiff's Petition.

65. The GE Defendants deny the allegations contained in paragraph 65 of Plaintiffs Petition.

66. The GE Defendants deny the allegations contained in paragraph 66 of Plaintiffs Petition.

67. The GE Defendants admit that on or around June 2, 2003, Lipari and McKay had a telephone conversation regarding various aspects of Lipari's proposal. The GE Defendants deny the remaining allegations contained in paragraph 67.

68. The GE Defendants admit that MSC's corporate counsel contacted Frickie on or around June 15, 2003. The GE Defendants state that the e-mail speaks for itself and denies any allegations contrary to or inconsistent with the e-mail. The GE Defendants deny the remaining allegations contained in paragraph 68.

69. The GE Defendants admit that MSC's counsel called Frickie sometime during June of 2003. The GE Defendants deny the remaining allegations contained in paragraph 69.

70. The GE Defendants admit that a representative of MSC contacted Kate O'Leary, an attorney for one of the GE Defendants. The GE Defendants deny the remaining allegations contained in paragraph 70.

71. The GE Defendants deny the allegations contained in paragraph 71 of Plaintiffs Petition.

72. The GE Defendants admit that MSC gave GE a purported deadline with regard to the contract. However, the GE Defendants deny that there was any contract repudiation and therefore the deadline was meaningless. The GE Defendants admit that on June 10, O'Leary sent a letter to MSC regarding MSC's contacting GE. The GE Defendants state that O'Leary's letter speaks for itself and they deny any allegations in paragraph 72 that are contrary to or inconsistent with the letter itself.

73. The GE Defendants admit that MSC sent a letter to GE regarding earnest money. The GE Defendants state that the MSC letter speaks for itself and they deny any allegation in paragraph 73 that is contrary to or inconsistent with the letter itself. The GE Defendants also state that there was no contract and therefore the GE Defendants could not repudiate the contract.

74. The GE Defendants deny the allegations contained in paragraph 74 of Plaintiffs Petition.

75. The GE Defendants deny the allegations contained in paragraph 75 of Plaintiffs Petition.

76. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 76 of Plaintiff's Petition, and therefore, deny the same.

77. The GE Defendants deny the allegations contained in paragraph 77 of Plaintiffs Petition.

78. The GE Defendants cannot ascertain what Plaintiff is alleging in paragraph 78 and therefore they deny the allegations contained in paragraph 78.

79. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 79 of Plaintiff s Petition, and therefore, deny the same.

80. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 80 of Plaintiff s Petition, and .therefore, deny the same.

81. The GE Defendants hereby incorporate paragraphs 1 through 80 of its Answer to Plaintiff s Petition as if fully set forth herein.

82. The GE Defendants admit that Frickie and representatives of MSC exchanged phone calls and voice messages. The GE Defendants deny the remaining allegations contained in paragraph 82.

83. The GE Defendants deny that there ever was a contract between any of them and MSC and therefore deny the remaining allegations contained in paragraph 83.

84. The GE Defendants deny the allegations contained in paragraph 84 of Plaintiffs Petition.

85. The GE Defendants deny the allegations contained in paragraph 85 of Plaintiffs Petition.

86. The GE Defendants deny the allegations contained in paragraph 86 of Plaintiff s Petition.

87. Paragraph 87 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 87 is not a legal conclusion, the GE Defendants deny the allegations.

88. Paragraph 88 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 88 is not a legal conclusion, the GE Defendants deny the allegations.

89. The GE Defendants deny the allegations contained in paragraph 89 of Plaintiffs Petition.

90. The GE Defendants deny the allegations contained in paragraph 90 of Plaintiffs Petition.

91. The GE Defendants deny the allegations contained in paragraph 91 of Plaintiff s Petition.

92. The GE Defendants deny the allegations contained in paragraph 92 of Plaintiffs Petition.

93. The GE Defendants deny the allegations contained in paragraph 93 of Plaintiffs Petition.

94. The GE Defendants admit that they allowed MSC to review the building blueprints but they deny the remaining allegations contained in paragraph 94.

95. The GE Defendants admit that Doug McKay and Lipari had discussions regarding loan issues. The GE Defendants deny the remaining allegations contained in paragraph 95.

96. The GE Defendants deny the allegations contained in paragraph 96 of Plaintiffs Petition.

97. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 97 of Plaintiff s Petition, and therefore, deny the same.

98. The GE Defendants are uncertain as to what letter Plaintiff is referring to in paragraph 98 and therefore denies the allegations contained in paragraph 98.

99. The GE Defendants cannot ascertain what plaintiff is alleging in paragraph 99 and, therefore, they deny the allegations in paragraph 99.

100. In response to paragraph 100, the GE Defendants state that there was no contract and therefore nothing to repudiate.

101. The GE Defendants deny the allegations contained in paragraph 101 of Plaintiffs Petition.

102. The GE Defendants deny the allegations contained in paragraph 102 of Plaintiff s Petition.

103. Paragraph 103 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 103 is not a legal conclusion, the GE Defendants deny the allegations.

104. Paragraph 104 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 104 is not a legal conclusion, the GE Defendants deny the allegations.

105. The GE Defendants deny the allegations contained in paragraph 105 of Plaintiffs Petition.

106. The GE Defendants deny the allegations contained in paragraph 106 of Plaintiffs Petition.

107. The GE Defendants deny the allegations contained in paragraph 107 of Plaintiffs Petition.

108. The GE Defendants deny the allegations contained in paragraph 108 of Plaintiffs Petition.

109. Paragraph 109 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 109 is not a legal conclusion, the GE Defendants deny the allegations.

110. Paragraph 110 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 110 is not a legal conclusion, the GE Defendants deny the allegations.

111. The GE Defendants deny the allegations contained in paragraph 111 of Plaintiff s Petition.

WHEREFORE, the GE Defendants pray that this Court enter its Order dismissing Plaintiffs Petition, that the relief sought herein be denied and that Plaintiff take nothing from the GE Defendants, that judgment be entered in favor of the GE Defendants and that the Court grant

the GE Defendants its costs and expenses and all other relief that the Court deems just and proper.

112. The GE Defendants deny all allegations not specifically admitted.

AFFIRMATIVE DEFENSES

113. Plaintiffs claims are barred because they fail to state claims upon which can be granted.

114. Plaintiffs damages, if any, should be reduced or eliminated because of estoppel, waiver or laches.

115. Plaintiffs damages, if any, should be reduced or eliminated because Plaintiff contributed to its damages.

116. Plaintiff's damages, if any, should be reduced or eliminated because Plaintiff's damages were caused or contributed by someone other than the GE Defendants.

117. Plaintiff s damages, if any, should be reduced or eliminated because of Plaintiffs own failure to perform.

HUSCH & EPPENBERGER, LLC

By: 

Power, # 70448

1200 Main Street, Suite 2300

Kansas City, MO 64105

Telephone: (816) 421-4800

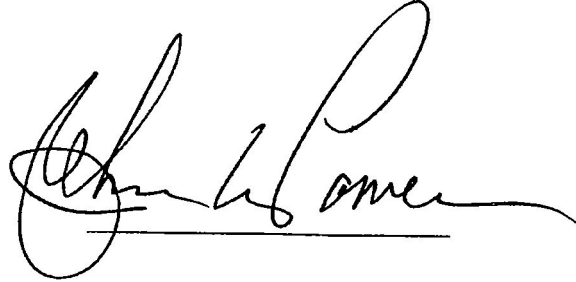
Facsimile: (816) 421-0596

ATTORNEYS FOR GENERAL ELECTRIC  
COMPANY, GENERAL ELECTRIC CAPITAL  
BUSINESS ASSET FUNDING CORPORATION  
AND GE TRANSPORTATION SYSTEMS  
GLOBAL SIGNALING, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing instrument was forwarded this \_\_\_r\_\_\_ day of July, 2006, by first class mail, postage prepaid to:

Samuel K. Lipari  
297 NE Bayview  
Lee's Summit, MO 64064

A handwritten signature in black ink, appearing to read "Samuel K. Lipari", written over a horizontal line. The signature is cursive and stylized.



IN THE CIRCUIT COURT OF JACKSON COUNTY  
AT INDEPENDENCE

SAMUEL K. LIPARI )  
(Statutory Trustee of Dissolved )  
Medical Supply Chain, Inc.) )  
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Plaintiff, )  
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v. )  
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GENERAL ELECTRIC COMPANY, et al., )  
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Defendants. )

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8. The GE Defendants deny the allegations contained in paragraph 8 of Plaintiff's Petition.

9. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of Plaintiff's Petition, and therefore, deny the same.

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17. The GE Defendants admit the allegations contained in paragraph 17 of Plaintiff's Petition.

18. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of Plaintiff's Petition, and therefore, deny the same.

19. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of Plaintiff's Petition, and therefore, deny the same.

20. The GE Defendants deny the allegations contained in paragraph 20 of Plaintiff's Petition.

21. The GE Defendants deny the allegations contained in paragraph 21 of Plaintiff's Petition.

22. Paragraph 22 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 22 is not a legal conclusion, the GE Defendants deny the allegations.

23. The GE Defendants deny the allegations contained in paragraph 23 of Plaintiff's Petition.

24. Paragraph 24 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 24 is not a legal conclusion, the GE Defendants deny the allegations.

25. Paragraph 25 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 25 is not a legal conclusion, the GE Defendants deny the allegations.

26. The GE Defendants deny the allegations contained in paragraph 26 of Plaintiff's Petition.

27. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of Plaintiff's Petition, and therefore, deny the same.

28. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of Plaintiff's Petition, and therefore, deny the same.

29. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of Plaintiff's Petition, and therefore, deny the same.

30. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of Plaintiff's Petition, and therefore, deny the same.

31. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of Plaintiff's Petition, and therefore, deny the same.

32. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 32 of Plaintiff's Petition, and therefore, deny the same.

33. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of Plaintiff's Petition, and therefore, deny the same.

34. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of Plaintiff's Petition, and therefore, deny the same.

35. The GE Defendants admit that sometime around April 7, 2003, Lipari contacted George Frickie, who works for GE, regarding the building. The GE Defendants deny the remaining allegations contained in paragraph 35.

36. The GE Defendants admit the allegations contained in paragraph 36 of Plaintiff's Petition.

37. The GE Defendants deny the allegations contained in paragraph 37 of Plaintiff's Petition.

38. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of Plaintiff's Petition, and therefore, deny the same.

39. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of Plaintiff's Petition, and therefore, deny the same.

40. The Lease Agreement speaks for itself and the GE Defendants deny any allegations in paragraph 40 that are inconsistent with or contrary to the Lease Agreement itself.

41. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of Plaintiff's Petition, and therefore, deny the same.

42. The GE Defendants admit that sometime around April 15, 2003, Lipari and Frickie discussed the status of the building. The GE Defendants deny the remaining allegations contained in paragraph 42.

43. The GE Defendants admit that Lipari and Frickie discussed various scenarios regarding the use of the building. The GE Defendants deny the remaining allegations contained in paragraph 43.

44. The GE Defendants deny the allegations contained in paragraph 44 of Plaintiff's Petition.

45. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of Plaintiff's Petition, and therefore, deny the same.

46. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of Plaintiff's Petition, and therefore, deny the same.

47. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of Plaintiff's Petition, and therefore, deny the same.

48. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of Plaintiff's Petition, and therefore, deny the same.

49. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of Plaintiff's Petition, and therefore, deny the same.

50. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of Plaintiff's Petition, and therefore, deny the same.

51. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 51 of Plaintiff's Petition, and therefore, deny the same.

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55. The GE Defendants admit that on or around May 15, 2003, it received a letter from Brett Landrith. The GE Defendants state that the May 15 letter speaks for itself and denies any allegations contrary to or inconsistent with the letter. The GE Defendants deny the remaining allegations contained in paragraph 55.

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58. The GE Defendants admit that on or around May 20, 2003, representatives of Medical Supply Chain ("MSC") walked through the property in question. The GE Defendants further admit that various discussions were held during this tour of the property, including various procedures. The GE Defendants deny the remaining allegations contained in paragraph 58.

59. The GE Defendants admit that representatives of MSC went through the building in question and that various GE Transportation employees were also present during this process. The GE Defendants deny the remaining allegations contained in paragraph 59.



60. The GE Defendants admit the allegations contained in paragraph 60 of Plaintiff's Petition.

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64. The GE Defendants admit the allegations contained in paragraph 64 of Plaintiff's Petition.

65. The GE Defendants deny the allegations contained in paragraph 65 of Plaintiff's Petition.

66. The GE Defendants deny the allegations contained in paragraph 66 of Plaintiff's Petition.

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72. The GE Defendants admit that MSC gave GE a purported deadline with regard to the contract. However, the GE Defendants deny that there was any contract repudiation and therefore the deadline was meaningless. The GE Defendants admit that on June 10, O'Leary sent a letter to MSC regarding MSC's contacting GE. The GE Defendants state that O'Leary's letter speaks for itself and they deny any allegations in paragraph 72 that are contrary to or inconsistent with the letter itself.

73. The GE Defendants admit that MSC sent a letter to GE regarding earnest money. The GE Defendants state that the MSC letter speaks for itself and they deny any allegation in paragraph 73 that is contrary to or inconsistent with the letter itself. The GE Defendants also state that there was no contract and therefore the GE Defendants could not repudiate the contract.

74. The GE Defendants deny the allegations contained in paragraph 74 of Plaintiff's Petition.

75. The GE Defendants deny the allegations contained in paragraph 75 of Plaintiff's Petition.

76. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 76 of Plaintiff's Petition, and therefore, deny the same.

77. The GE Defendants deny the allegations contained in paragraph 77 of Plaintiff's Petition.

78. The GE Defendants cannot ascertain what Plaintiff is alleging in paragraph 78 and therefore they deny the allegations contained in paragraph 78.

79. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 79 of Plaintiff's Petition, and therefore, deny the same.

80. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 80 of Plaintiff's Petition, and therefore, deny the same.

81. The GE Defendants hereby incorporate paragraphs 1 through 80 of its Answer to Plaintiff's Petition as if fully set forth herein.

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87. Paragraph 87 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 87 is not a legal conclusion, the GE Defendants deny the allegations.

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95. The GE Defendants admit that Doug McKay and Lipari had discussions regarding loan issues. The GE Defendants deny the remaining allegations contained in paragraph 95.

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97. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 97 of Plaintiff's Petition, and therefore, deny the same.

98. The GE Defendants are uncertain as to what letter Plaintiff is referring to in paragraph 98 and therefore denies the allegations contained in paragraph 98.

99. The GE Defendants cannot ascertain what plaintiff is alleging in paragraph 99 and, therefore, they deny the allegations in paragraph 99.

100. In response to paragraph 100, the GE Defendants state that there was no contract and therefore nothing to repudiate.

101. The GE Defendants deny the allegations contained in paragraph 101 of Plaintiff's Petition.

102. The GE Defendants deny the allegations contained in paragraph 102 of Plaintiff's Petition.

103. Paragraph 103 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 103 is not a legal conclusion, the GE Defendants deny the allegations.

104. Paragraph 104 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 104 is not a legal conclusion, the GE Defendants deny the allegations.

105. The GE Defendants deny the allegations contained in paragraph 105 of Plaintiff's Petition.

106. The GE Defendants deny the allegations contained in paragraph 106 of Plaintiff's Petition.

107. The GE Defendants deny the allegations contained in paragraph 107 of Plaintiff's Petition.

108. The GE Defendants deny the allegations contained in paragraph 108 of Plaintiff's Petition.

109. Paragraph 109 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 109 is not a legal conclusion, the GE Defendants deny the allegations.

110. Paragraph 110 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 110 is not a legal conclusion, the GE Defendants deny the allegations.

111. The GE Defendants deny the allegations contained in paragraph 111 of Plaintiff's Petition.

WHEREFORE, the GE Defendants pray that this Court enter its Order dismissing Plaintiff's Petition, that the relief sought herein be denied and that Plaintiff take nothing from the GE Defendants, that judgment be entered in favor of the GE Defendants and that the Court grant

the GE Defendants its costs and expenses and all other relief that the Court deems just and proper.

112. The GE Defendants deny all allegations not specifically admitted.

**AFFIRMATIVE DEFENSES**

113. Plaintiff's claims are barred because they fail to state claims upon which can be granted.

114. Plaintiff's damages, if any, should be reduced or eliminated because of estoppel, waiver or laches.

115. Plaintiff's damages, if any, should be reduced or eliminated because Plaintiff contributed to its damages.

116. Plaintiff's damages, if any, should be reduced or eliminated because Plaintiff's damages were caused or contributed by someone other than the GE Defendants.

117. Plaintiff's damages, if any, should be reduced or eliminated because of Plaintiffs own failure to perform.

HUSCH & EPPENBERGER, LLC

By: 

John K. Power, # 70448

1200 Main Street, Suite 2300

Kansas City, MO 64105

Telephone: (816) 421-4800

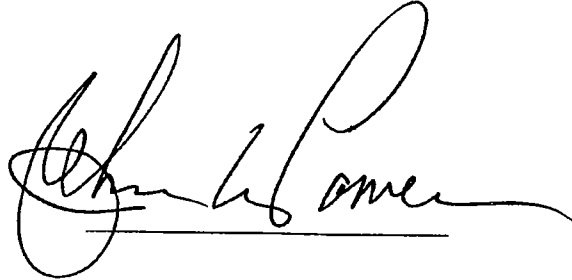
Facsimile: (816) 421-0596

ATTORNEYS FOR GENERAL ELECTRIC  
COMPANY, GENERAL ELECTRIC CAPITAL  
BUSINESS ASSET FUNDING CORPORATION  
AND GE TRANSPORTATION SYSTEMS  
GLOBAL SIGNALING, LLC

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing instrument was forwarded this 17<sup>th</sup> day of July, 2006, by first class mail, postage prepaid to:

Samuel K. Lipari  
297 NE Bayview  
Lee's Summit, MO 64064

A handwritten signature in black ink, appearing to read "Samuel K. Lipari", written over a horizontal line. The signature is stylized and cursive.