

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, 2010, by and between Sedgwick County, Kansas, party of the First Part, hereinafter referred to as "Buyer" and The Coleman Company, Inc., party of the Second Part, hereinafter referred to as "Seller."

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties contract with each other, as follows:

1. Seller agrees to sell and convey to Buyer by a good and sufficient warranty deed the following described real property situated in Sedgwick County, Kansas to-wit:

Parcel 1:

The North Half of Lot 25, and Lots 27, 29, 31, 33, 35, 37, 39 and 41, on Fourth, now St. Francis Avenue, in J. R. Mead's Addition to the Town of Wichita, Sedgwick County, Kansas.

Parcel 2:

Lots 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92 and 94, on Fifth, now Santa Fe Avenue, in J. R. Mead's Addition to the Town of Wichita, Sedgwick County, Kansas.

Parcel 3:

Lots 43, 45, 47 and 49, on Fourth, now St. Francis Avenue, in J. R. Mead's Addition to the Town of Wichita, Sedgwick County, Kansas, together with the West Half of the vacated alley adjoining on the east.

Parcel 4:

All of Large Lot or Block 16, and Large Lot or Block 18, except the north 90 feet thereof, on Fifth now Santa Fe Avenue, in J. R. Mead's Addition to the Town of Wichita, Sedgwick County, Kansas, together with the East Half of the vacated alley adjoining on the west. (hereinafter referred to as the "Property").

2. Buyer agrees to purchase, and pay to Seller cash at closing as consideration for the conveyance to Buyer of the above described real property the sum of six hundred thousand dollars (\$600,000.00), plus or minus adjustments provided herein.
3. Buyer shall deliver to Security 1st Title, LLC ("Security 1st"), within ten (10) business days after the Effective Date hereof, the sum of twenty-five thousand dollars (\$25,000.00) as earnest money. At the time of Closing, the earnest money, together with the interest earned thereon, shall be

credited against the purchase price. In the event Buyer should fail to cure any default in the performance of its obligations hereunder within ten (10) days after receiving written notice thereof from Seller, specifically setting out such default and advising what must be done to correct the default, this Agreement shall be considered as terminated and, thereupon, Seller shall be entitled to the earnest money, together with all interest earned thereon, which funds shall be accepted by Seller, not as a penalty, but as its sole and only remedy and as complete liquidated damages; and the parties shall thereafter be under no further obligation to each other. If Seller should default hereunder, Buyer shall be entitled to: (i) terminate this Agreement by giving Seller written notice of termination, whereupon Buyer shall be entitled to a return of the earnest money, together with all interest earned thereon, and the parties shall be relieved of their respective rights and obligations set forth in this Agreement; or, (ii) pursue the remedy of specific performance; or, (iii) if Seller has made specific performance impossible, Buyer shall be entitled to a return of the earnest money, together with all interest earned thereon, and shall be further entitled to pursue damages against the Seller. If Buyer accepts this Agreement, then, for the purpose of establishing the various time intervals that commence with the Effective Date of this Agreement, such Effective Date shall be deemed to be the date of County Commission approval as hereinafter provided.

4. Upon the Effective Date of this Agreement, Seller agrees to furnish to Richard A. Euson, County Counselor, 525 N. Main, #359, Wichita, KS, 67203, the following:
 - A. a title commitment ("Commitment") issued by Security 1st and obligating it to insure fee simple title to the Property in the amount of the purchase price herein. The Commitment shall be accompanied by legible copies of all instruments shown as exceptions to title. The commitment shall provide for the issuance of an ALTA owner's policy. Buyer shall have ten business days following actual receipt of the Commitment or following the Effective Date, whichever is later, to make any objections to title. If no objections are made, then Buyer will be deemed to have accepted the condition of title shown in the Commitment. If timely objection is made, then Seller shall have a reasonable time in which to correct any objection, said time to not extend past the Closing. If Seller fails to correct any objection within such Period, then the Buyer shall have the option to either waive the objection or pursue remedies as hereinabove provided; and
 - B. complete copies of all leases; surveys; engineering drawings, reports or studies; Feasibility Study, notices or studies; engineering data; topographic maps; plat maps; hydrology reports and studies; and any and all other documentation pertaining to the Property

which is in the possession of the Seller. The parties acknowledge that a document repository exists concerning the Property at the City of Wichita Health Department. Buyer shall have the period of time during the License Period to examine said documents in order to determine whether the Property is usable for the Buyer's intended purpose.

5. All taxes and current-year assessments (if any) shall be adjusted and prorated as of Closing. Taxes shall be prorated for the current calendar year on the basis of taxes levied, or, if not available at the time of Closing, on the basis of the prior year.
6. Buyer shall cause a duly executed copy of this Agreement to be delivered to the Seller.
7. Seller agrees to convey the above-described Property in its current condition subject to the terms and conditions of the Environmental Easement and Indemnity Agreement executed separately by the parties and attached hereto as "Exhibit A."
8. Seller hereby grants a license to allow Buyer and Buyer's agents to enter the Property at any reasonable time and upon reasonable notice, for the purpose of conducting any surveys, tests or inspections. This license shall begin at the Effective Date hereof and shall terminate at the later to occur of: (a) midnight on the thirtieth (30th) calendar day thereafter or (b) the date of Closing (the "License Period"). If during the License Period the Buyer determines in its sole discretion that the Property is not sufficient for its intended purposes, then Buyer shall notify Seller of such fact; and this Agreement shall terminate, and the earnest money and any accrued interest thereon shall be returned to Buyer.
9. It is understood and agreed between the parties hereto that: (a) time is of the essence in the interpretation and enforcement of this Agreement, and (b) the sale herein authorized shall be consummated and closed no later than thirty (30) days after approval of contract by the Board of County Commissioners pursuant to paragraph 12 ("Closing") unless extended as otherwise provided herein. If not consummated and closed at Closing or any allowable extension thereof, then this Agreement shall forthwith terminate and become null and void; and, in such event, the earnest money and any interest thereon shall be returned to Buyer.
10. Seller shall deliver possession of the Property to the Buyer on or before Closing. The parties shall share equally in the costs of title insurance and closing fees. The Closing shall be conducted by Security 1st. At the Closing the Seller shall deliver to Buyer the following: (a) a valid general warranty deed transferring good and merchantable title to the Property; (b)

lien affidavit; (c) certificate of corporate authority; and (d) any other documents reasonably required either by Buyer or Security 1st which are necessary to consummate this sale and cause the issuance to Buyer of an acceptable owner's title policy as contemplated herein. Said documents shall be in a form acceptable to Buyer as determined by Buyer at least seven days prior to Closing. The Seller's execution and delivery of such documents is a condition precedent to Buyer's obligations set forth in this Agreement.

11. The parties covenant and agree that, except for the closing and title insurance fees referenced elsewhere therein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Agreement.
12. This Agreement is expressly contingent upon its approval by the Board of County Commissioners (BOCC), Sedgwick County Kansas. Buyer agrees to place the item on the BOCC agenda within 30 days of the date that Buyer receives a fully executed contract from Seller. In the event the Agreement is not approved by the BOCC within such time, then it shall be considered null and void.
13. Any notice, demand or consent required or permitted hereunder shall be given in writing and shall be personally delivered or sent by US. Mail or, sent by overnight courier to the receiving party at the address set forth below:

If to Seller:

Jarden Corporation
2381 Executive Centre Drive
Boca, Raton, Florida 33431
Attn: John E. Capps
Vice President & General Counsel

If to Buyer:

Sedgwick County
525 N. Main
Wichita, Kansas 67203
Attn: Richard Euson, County Counselor; and
William Buchanan, County Manager

14. Pursuant to the Brokerage Relationships in Real Estate Transactions Act, Grubb & Ellis|Martens Commercial Group, LLC (GEMCG) have notified the undersigned parties in advance of significant negotiations that it will be a Transaction Agent. As Transaction Agent, GEMCG will be paid a commission equal to 4% of the gross sales price. Said commission shall

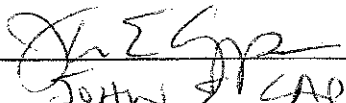
be paid by Coleman at the time of closing and the closing agent is instructed by the parties hereto to deduct such commissions from the proceeds of the sale.

15. The parties agree to execute and deliver at Closing a separate agreement titled "Environmental Easement and Indemnity Agreement" in form attached hereto as "Exhibit A".

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Executed as of the day and year first above written.

SELLER:


Name _____
Title VP JOHN E. CAPPS

BUYER:

WILLIAM BUCHANAN, County Manager
SEDGWICK COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

Karl Peterjohn, Chairman
Commissioner, _____ District

DON BRACE, County Clerk

APPROVED AS TO FORM:

RICHARD A. EUSON
County Counselor