

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between **Sedgwick County**, party of the First Part, hereinafter referred to as "Buyer" and **EGM, Inc.**, party of the Second Part, hereinafter referred to as "Seller."

WITNESSETH: That for and in considerations 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:

The south 219.65' of Lot 34, Comotara Industrial Park Fourth Addition to Wichita, Sedgwick County, Kansas, containing approximately 47,916 square feet.

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 **One Hundred Seventy Nine Thousand Six Hundred Eighty Five, (\$179,685.00)**.
3. Buyer shall deliver to the Title Company, within Five (5) business days after the "Effective Date" (hereafter defined), as earnest money, the sum of Five Thousand dollars (\$5,000.00). 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 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; (ii) pursue 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 Seller for damages. 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 BOCC approval as indicated in the first paragraph of this agreement.
4. Seller agrees to furnish Title Evidence from Security 1st Title, 727 N. Waco, Wichita, Kansas, as to the above described real property, showing merchantable title vested in the Seller, subject only to easements and restrictions of record which are acceptable to Buyer. Seller shall have a reasonable time after said Title

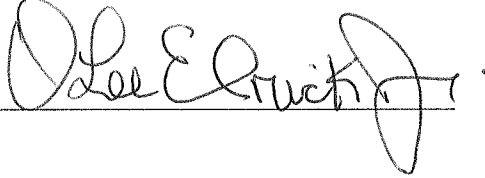
Evidence has been examined in which to correct defects in title. Buyer will pay for the costs of this title work. The Title Evidence shall be sent by First American Title to Rob Lawrence, Senior Project Manager, Sedgwick County, Facility Project Services, 525 N. Main, Suite 315, Wichita, KS 67203, for examination by Buyer's legal counsel as promptly and expeditiously as possible. First American shall also send a copy of the Title Evidence to Seller.

5. All taxes 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. A duly executed copy of this Purchase Contract shall be delivered to the parties hereto.
7. Seller agrees to convey the above-described premises with all improvements located thereon and deliver possession of the same as they now are, reasonable wear and tear excepted. Seller covenants and represents to Buyer that before closing they will: 1) remove all non-fixture personal property including trash, refuse and debris, and 2) have removed, and lawfully terminated, the rights of any tenants or other parties in possession.
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 midnight on the thirtieth (30th) calendar day thereafter (the "License Period"). If during the License Period the Buyer determines in its sole discretion that the property, or that sufficient parking for Buyer's intended use of the Property, is not sufficient for its intended purposes, either as a result of this Section 8 or as a result of Section 4 hereof, 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 time is of the essence in the interpretation and enforcement of these conditions, and the sale herein authorized shall be consummated and closed no later than thirty (30) days following acceptance of the contract by the Board of County Commissioners, provided, however, the date for consummation and closing may be extended by mutual agreement by the parties and such agreement will not be unreasonably withheld. Regardless of the closing date, it is understood by the parties that the Seller shall have no less than ninety days after notification by the County to deliver possession of the Property to the County.
10. Seller shall be responsible for all utility bills from closing until delivery of real property to the County.
11. The Closing shall be conducted by Security 1st Title, 727 N. Waco, Wichita, Kansas. Title and all fees charged by the closing agent shall be paid by the Buyer.

12. 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 Contract.
13. Agency Disclosure: Pursuant to the Brokerage Relationships in Real Estate Transactions Act, NAI |Martens have notified the undersigned parties in advance of significant negotiations that it will be the Agent for the Buyer. Classic Real Estate will be the agent for the Seller.
14. The property will be sold in an "as-is/where is" condition. All costs, work to divide (including the cost for the lot split), survey and any other items to make the property suitable for Buyer's intended use shall be at the sole cost, expense, and responsibility of the Buyer. Seller agrees to cooperate with Buyer in timely executing the necessary forms for the above to occur.

Executed as of the day and year first above written.

SELLER:



Name:

Title:

BUYER:

RICHARD RANZAU
Chairman
4th District
BOARD OF COUNTY COMMISSIONERS

ATTEST:

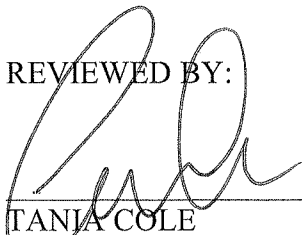
APPROVED AS TO FORM:

Robert W. Parnacott

KELLY B. ARNOLD
County Clerk

ROBERT W. PARNACOTT
Assistant County Counselor

REVIEWED BY:



TANIA COLE
Project Services Program Manager