

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into this 29 day of January, 2010 (the "Effective Date"), by and between Advance, Inc., a Kansas corporation (the "Seller"), and The University of Kansas, an agency of the State of Kansas (the "Buyer").

1. **Sale and Purchase of the Premises.** Subject to the terms and conditions set forth herein, Buyer hereby accepts the offer of Seller as expressed by Seller's bid submitted to Buyer on October 5, 2009, and the subsequent negotiated changes, questions, answers, and clarification responses as submitted and agreed upon in response to the Seller's Request for Proposal Number 87147 (the "RFP"), and Seller hereby agrees to sell and convey to Buyer by good and sufficient general warranty deed, and Buyer hereby agrees to purchase from Seller, the real property together with the interests therein and the improvements, if any, located thereon (herein referred to, collectively, as the "Premises") located in Douglas County, Kansas, as more specifically described in Exhibit A attached hereto and incorporated herein by reference, subject only to the Permitted Exceptions, as defined below. It is understood and agreed that the Contractual Provisions Attachment (Form DA-146a) attached hereto as Exhibit B, the RFP (as amended), Contract Award, and the related Contract Award documents between Seller and Buyer (collectively referred to as the "Contract Award Documents") are incorporated herein and, by reference, made a part of this Agreement as though fully set forth herein. Seller agrees and understands that these documents and this Agreement are controlling over Seller's bid, invoice, agency order forms or any other documents of Seller.

2. **Purchase Price.** The gross purchase price (the "Purchase Price") for the Premises shall be determined in accordance with the Contract Award Documents. Subject to any adjustments for alternates, and subject to prorations specified in this Agreement, Buyer shall pay to Seller the entire Purchase Price on the Closing Date in cash or other immediately available funds.

3. **Closing Date.** This Agreement shall close at the local offices of the Title Company on or before the earlier of (i) November 30, 2010, (ii) ten (10) business days after the issuance of a certificate of occupancy by the City of Lawrence, Kansas for the building improvements to be constructed on the Premises by Seller, or (iii) such other date as the parties shall mutually agree (the "Closing Date"), and provided that all of the terms and provisions hereof requiring performance on the part of Buyer or Seller, as the case may be, and each and all of the conditions precedent set forth in this Agreement have been satisfied or waived, in writing, by Buyer. "Closing" means the settlement of the obligations of Seller and Buyer to each other under this Agreement, including the payment of the purchase price to Seller, the delivery to Buyer of a general warranty deed in proper form for recording and other transfer documents so as to transfer to Buyer fee simple to the Premises, free of all encumbrances except the Permitted Exceptions. Seller shall deliver exclusive possession of the Premises to Buyer at the time of Closing.

4. **Title Insurance.** Seller shall, at Seller's expense, furnish to Buyer a commitment for an owner's extended policy of title insurance (the "Title Insurance Commitment"), issued by Kansas Secured Title, Lawrence, Kansas (the "Title Company"), to insure title to the Premises and the interests therein to be conveyed by Seller to Buyer in accordance with this Agreement in the full amount of the Purchase Price. Such Title Insurance Commitment shall show marketable title in fee vested in Seller, free and clear of all liens, and subject only to those matters set forth in Schedule B of the Title Insurance Commitment to which Buyer does not object, in Buyer's sole and absolute discretion (collectively, the "Permitted Exceptions").

Within thirty (30) days following the execution of this Agreement by Buyer and Seller, an executed counterpart of the Title Insurance Commitment shall be delivered to Buyer for examination by Buyer or Buyer's attorney. Seller shall have a reasonable time after said Title Insurance Commitment has been examined in which to correct any defects which render Seller's title unmarketable, which defects shall be specified in writing by Buyer or by Buyer's attorney within ten (10) business days following the date the Title Insurance Commitment is delivered to Buyer.

In the event Seller's title to the Premises is not marketable (or cannot be so rendered with the expenditure by Seller of reasonable time and money) or in the event Buyer determines that the Premises are subject to easements, restrictions or other matters of record which, in Buyer's sole discretion, are not acceptable to Buyer, then Buyer may either (i) elect to close notwithstanding such unmarketable title, or (ii) terminate this Agreement upon written notice to Seller, in which event this Agreement shall terminate. At the Closing, or as soon thereafter as may reasonably be possible, Seller shall, at Seller's expense, cause the Title Company to provide Buyer with an owner's extended policy of title insurance in the full amount of the Purchase Price (the "Policy"), effective as of the Closing Date, insuring marketable title in Buyer, subject only to the Permitted Exceptions.

5. **Survey.** Seller, at its expense, shall cause the Premises to be surveyed by a bonded, licensed land surveyor or registered professional engineer. The surveyor or engineer shall clearly mark all of the corners of the Premises with visible iron pipes. Such surveyor or engineer shall prepare a plat of such survey and furnish five (5) copies to Buyer, which plat shall contain the following information:

- a. The exterior boundaries of the Premises;
- b. True and accurate legal descriptions of the real property and interests therein constituting the Premises, which descriptions shall be deemed to be made a part hereof, shall be substituted for any descriptions thereof included on Exhibit A attached hereto, and shall be used in Seller's deed or deeds or other instruments of conveyance;
- c. The exact location of any easements of record, showing the type of easement and the book and page where the same is recorded;
- d. A certification that there are no encroachments by adjoining property owners' fences and other permanent improvements, if any, and that there are no encroachments by Seller's fences and improvements upon lands belonging to any adjoining property owner;
- e. The number of square feet contained in the Premises; and
- f. The locations and size of all existing utilities.

Said survey shall be delivered to Buyer within thirty (30) days after full execution of this Agreement, and said survey shall be updated, at Seller's expense, immediately prior to Closing. The final updated Survey shall meet the requirements imposed by the Title Company for deletion of the standard "survey exception."

6. **Seller's Representations and Warranties.** Seller makes each of the following representations and warranties to the best of Seller's knowledge, each of which shall constitute a material part of the consideration for this Agreement, and be accurate and true as of the date of this Agreement and as of the Closing:

- a. Seller is duly organized, validly existing, and in good standing under the laws of the state of its origin, and Seller's performance hereof and the transactions contemplated hereby have been duly authorized and are legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their terms.
- b. Seller has full right, title, authority and capacity to execute and perform this Agreement and to consummate all of the transactions contemplated in this Agreement, and the person who executes and delivers this Agreement and all documents to be delivered to Buyer under this Agreement is and shall be duly authorized to do so.
- c. Upon Closing, there will be no written or oral leases or rights of occupancy in force relating to the Premises, and no person other than Seller will have any right of possession or occupancy in the Premises or any part thereof.

d. Seller warrants that Seller has no knowledge, nor has received any notifications, restrictions, or stipulations from the United States of America, the State of Kansas, or any political subdivision or agency advising Seller of the existence of any defects in the Premises, including, without limitation, hazardous materials or violation of environmental laws. There are no pending or threatened condemnation proceedings affecting any portion of the Premises.

e. Seller warrants that upon execution of this Agreement Seller will not voluntarily impose any lien, encumbrance, easement, reservation or restriction on the Premises without written approval from Buyer.

f. Seller has the contractual right or option to acquire fee simple title to the Premises, and shall become the record fee simple owner of the Premises on or before the Closing Date of this Agreement, with the requisite power and authority to sell and convey the Premises to Buyer.

g. Execution of this Agreement, conveyance of the Premises to Buyer and the consummation of the transaction described in this Agreement in accordance with its terms will not breach any agreement, written or oral, to which Seller is a party.

h. There are no mechanic's liens of record against the Premises. At Closing there will be no unsatisfied obligations arising from the construction, ownership, maintenance, or operation of or otherwise relating to the Premises, which could give rise to any mechanic's liens, with respect to any work performed by or for the benefit of Seller between the date of this Agreement and the Closing.

i. No party has any option or right of first refusal to purchase the Premises.

j. The Premises is in compliance with applicable zoning and use laws, ordinances, and regulations of governmental agencies having jurisdiction over the Premises.

k. Seller has received no written notice of a condemnation or eminent domain proceedings pending or contemplated against all or any part of the Premises and Seller has received no written notice of the desire of any public authority or other entity to take or use all or any part of the Premises.

l. Seller has received no written notice of litigation or threatened litigation affecting or in any way related to all or any part of the Premises, or Seller's right to sell the Premises. Seller shall give Buyer prompt notice of any such litigation instituted prior to Closing.

m. Seller will not take or cause to be taken any action, or fail to perform any obligation, which would cause any of the foregoing representations or warranties to be untrue as of the Closing. Seller shall immediately notify Buyer, in writing, of any event or condition known to Seller which occurs prior to Closing, which causes a change in the facts relating to, or the truth of, any of the above representations or warranties.

n. There are no real estate fees or brokerage commissions which would be payable by Buyer after the Closing, whether in connection with this Agreement or otherwise.

o. Seller is not a "foreign person" within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended.

7. **Buyer's Representations and Warranties.** Buyer makes each of the following representations and warranties to the best of Buyer's knowledge, each of which shall constitute a material part of the consideration for this Agreement, and be accurate and true as of the date of this Agreement and as of the Closing:

a. Buyer represents and warrants that Buyer is, as of the date of Buyer's execution hereof and shall be on the Closing Date, a duly organized agency and instrumentality of the State of Kansas.

b. Execution of this Agreement, conveyance of the Premises to Buyer and the consummation of the transaction described in this Agreement in accordance with its terms, will not breach any agreement, written or oral, to which Buyer is a party.

8. **Conditions Precedent to Closing:** Buyer's obligation to acquire the Premises is contingent upon, among other things, the following conditions precedent being satisfied in full, on or before the Closing Date, unless waived by the objecting party (or parties, as the case may be) in writing:

a. Buyer's receipt of a limited Phase I environmental site assessment together with supporting documents and data at least ten (10) days prior to Closing confirming to Buyer's satisfaction that neither the Premises nor the underlying ground water are contaminated by any Hazardous Substances (as such term is defined in K.S.A. 65-3452a by reference to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ["CERCLA"] as amended by the Superfund Amendments and Reauthorization Act ["SARA"]). Said limited Phase I environment site assessment shall be conducted by an environmental consultant designated by Buyer in accordance with the All Appropriate Inquiries Rule promulgated by the Environmental Protection Agency (40CFR Part 312) or the ASTM Phase I E 1527 standard, shall be limited in scope to new contamination and matters occurring after the Effective Date of this Agreement, the costs thereof shall be paid by Buyer;

b. Buyer's receipt of reports prepared by inspectors retained by Buyer to inspect the Premises and confirming to Buyer's satisfaction that there are no material undisclosed defects or conditions in or affecting the Premises;

c. Funds adequate to pay the Purchase Price in full are available to Buyer on the Closing Date;

d. The Premises shall have been replatted by Seller into a single lot, and the replat duly approved by the City of Lawrence, Kansas, and filed of record with the Office of the Register of Deeds of Douglas County, Kansas;

e. Seller shall have completed the construction of all buildings, structures and other site improvements and landscaping required to be constructed and/or installed by Seller on the Premises for the proposed Transit and Maintenance Facility, as required under terms and provisions of the the RFP, as amended, and the Contract Award documents, and in accordance with the terms of this Agreement and the Contractual Provisions Attachment (Form DA-146a) attached hereto as Exhibit B, and all such buildings, structures and other site improvements and landscaping have been inspected and approved by Buyer;

f. Buyer shall have received each of the Closing instruments referred to in this Agreement, in form and substance satisfactory to Buyer and Buyer's counsel;

g. Seller shall not have failed materially to perform any of its agreements or obligations under this Agreement;

h. Title to the Premises, as required under this Agreement, shall have been approved by Buyer, subject only to the Permitted Exceptions;

i. All of Seller's warranties and representations shall be true and correct as of the Closing Date;

j. There shall be no unpaid assessments (general or special) levied on the Premises;

k. No portion of the Premises shall be designated as floodplain, or shown as floodplain by the applicable FEMA - FIRM map for the Premises, except for that portion of the Premises specifically identified as "Limits of Existing Kansas River Floodplain Zone X" and delineated on the site plan (the "Site Plan") included in the Contract Award Documents; provided, however, that following the Closing, Seller shall cooperate in good faith with Buyer in requesting that the applicable FEMA - FIRM map for the Premises be revised to delete the floodplain designation for any portion of the Premises;

l. The Premises shall be zoned IG, general industrial, which zoning category shall allow the fleet storage of commercial buses as a permitted use;

m. Timberedge Road and all public utilities necessary to service the Premises shall have been extended and connected to the Premises, there shall be no unpaid connection fees, meter fees or system development charges related to the public utilities, the Premises shall have direct access to and from Timberedge Road as shown on the Site Plan, and Seller shall not have executed an agreement not to protest future street, intersection or signalization improvements without Buyer's consent, which consent shall not be unreasonably withheld or delayed;

n. The Premises shall be in compliance with all applicable City subdivision design requirements, building codes, fire codes, and ordinances; and

o. The Survey of the Premises, as required under this Agreement, shall be approved by Buyer, and shall show the area of the Premises to consist of not less than 13.0 acres.

In the event any of the foregoing conditions precedent cannot be satisfied or otherwise resolved in a manner satisfactory to Buyer, determined in Buyer's sole, free and arbitrary discretion, by the Closing Date, then Buyer shall have the right to terminate this Agreement by giving the other party written notice of termination on or before the Closing Date. Such date may be extended by written agreement of the parties. In the event of such termination in accordance with this Section, the parties shall be relieved of their respective rights and obligations set forth in this Agreement.

9. **Inspection and Condition of Premises.** Buyer, at its own cost and expense, shall have the right from time to time to enter onto the Premises for the purpose of inspecting the Premises and any improvements located thereon. Except as expressly provided herein, Seller agrees that Buyer shall have no liability for payment of any costs, expenses or damages incurred or arising in connection with anything done or work performed by Seller or Seller's contractors, subcontractors, representatives or agents pursuant to the provisions of this Section. All improvements to be constructed and work to be performed on the Premises by Buyer shall be completed on or before the Closing Date in good workmanlike manner, and shall meet or exceed all applicable laws, ordinances, regulations and codes, and shall be suitable for the intended particular use of such improvements.

10. **Taxes and Assessments.** Seller acknowledges that property owned by Buyer is exempt from ad valorem and other taxes levied or assessed by the State of Kansas or political subdivisions thereof other than special assessments levied and assessed as provided by law and Seller hereby agrees to pay and discharge, prior to or concurrently with the Closing on the Closing Date, all general taxes and special assessments imposed or levied against and upon the Premises or any improvements placed thereon prior to and including the Closing Date. In the event any tract constituting a part of the Premises is a part of a larger tract and is not separately valued and assessed for tax purposes, the parties shall request a split assessment from the Douglas County Appraiser or, in the event such split assessment is not obtained, shall agree upon an equitable apportionment of the taxes attributable to such tract.

11. **Closing and Delivery of Instruments; Possession of the Premises.** It is understood and agreed between the parties hereto that time is of the essence of this Agreement. Subject to the performance of each party's covenants and agreements hereunder, the Closing of the transactions described herein shall occur on the Closing Date determined as provided in this Agreement. The Closing shall occur on the Closing Date at 10:00 a.m., local time (the "Closing Time"), at the offices of Kansas Secured Title, Lawrence, Kansas (the "Closing Agent").

Customary Closing costs and fees charged by the Closing Agent to prepare Closing documents and supervise the Closing shall be shared equally by Seller and Buyer.

At Closing, Seller shall pay one-half (½) of the escrow charges and closing fee of the Closing agent, the entire cost of the title insurance Policy and the full fee for recording any title correction instruments. At Closing, Buyer shall pay one-half (½) of the escrow charges and closing fee of the Closing agent. At the Closing on the Closing Date, Buyer shall pay to Seller the Purchase Price, subject to prorations and adjustments set forth in this Agreement, and Seller shall deliver or cause to be delivered to Buyer each of the following instruments and other documents in form and substance satisfactory to Buyer and Buyer's counsel:

a. Certificates of Good Standing evidencing Seller's due organization and good standing in the State of Kansas, dated as of a date not more than thirty (30) days prior to the Closing Date, and Seller's duly authorized corporate resolution authorizing the conveyance of the Premises;

b. Seller's Certificate of Non-Foreign Status in accordance Section 1445 of the Internal Revenue Code of 1986 as amended;

c. The owner's Policy of title insurance, or a duly countersigned endorsement to the Title Insurance Commitment dated at 5:00 p.m., local time, on the day preceding the Closing Date;

d. A replat showing the entire Premises as a single lot, duly approved by the City of Lawrence, Kansas, and filed of record with the Office of the Register of Deeds of Douglas County, Kansas;

e. Seller's corporation general warranty deed conveying to Buyer the Premises described in Exhibit A hereto (or as the same may be amended as provided in this Agreement), substantially in the form attached hereto as Exhibit C, and such other documents as shall be necessary to convey Seller's right, title and interests in the Premises to Buyer, warranting marketable title, free from all liens and encumbrances;

f. Seller's blanket warranty bill of sale, substantially in the form attached hereto as Exhibit D, duly executed by Seller, conveying to Buyer that portion of the Premises consisting of tangible and/or intangible personal property, and warranting good and clear marketable title to the personal property, free from all liens and encumbrances;

g. Seller's assignment of warranties, duly executed by Seller, conveying to Buyer all assignable warranties related to the Premises;

h. All keys, security codes, operating manuals, architectural plans, landscape plans, and other plans and specifications for the Premises;

i. The opinion of Seller's Counsel, substantially in the form attached hereto as Exhibit E;
and

j. Such other instruments or documents as shall be necessary or desirable to evidence satisfaction of any requirement set forth in the Title Insurance Commitment or reasonably requested by Buyer to evidence compliance with the provisions hereof and consummation of the transactions contemplated by this Agreement.

Upon consummation of the transactions contemplated by this Agreement on the Closing Date, Seller shall deliver to Buyer the immediate and exclusive possession of the Premises.

12. Default.

a. **Permitted Termination.** If this Contract is terminated by either party pursuant to a right expressly provided for under this Contract (a "Permitted Termination"), other than resulting from Seller's failure to provide marketable title or Seller's default, this Agreement shall terminate and neither party shall have any further rights or obligations under this Contract.

b. **Default by Seller.** Seller shall be in default under this Contract if any of Seller's warranties or representations set forth in this Contract are untrue or inaccurate in any material respect or if Seller shall fail to meet, comply with, or perform any material covenant, agreement, or obligation on Seller's part required, within the time limits and in the manner required in this Contract, for any reason other than a Permitted Termination. If Seller defaults under this Contract, Buyer may either (i) enforce specific performance of this Contract and seek such other relief as may be provided by law or in equity, or (ii) terminate this Contract by notice to Seller and obtain a refund of any payments made to Seller, thereby releasing Seller from all obligations under this Contract.

c. **Default by Buyer.** Buyer shall be in default under this Contract if any of Buyer's warranties or representations set forth in this Contract are untrue or inaccurate in any material respect or if Buyer fails to meet, comply with or perform any material covenant, agreement, or obligation on Buyer's part required within the time limits and manner required in this Contract, for any reason other than a Permitted Termination. If Buyer defaults under this Contract, Seller may either (i) enforce specific performance of this Contract and seek such other relief as may be provided by law or in equity, or (ii) terminate this Contract by notice to Buyer and retain any payments made to Seller as liquidated damages for Buyer's default due to the difficulty, inconvenience and the uncertainty of ascertaining actual damages for such default, thereby releasing Buyer from all obligations under this Contract.

13. Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. All understandings and agreements between the parties resulting from oral discussions or referred to in preliminary drafts of this Agreement are merged in this Agreement, which alone fully and completely expresses the parties' understandings and agreements.

14. Modification. Neither this Agreement, including the exhibits and schedules hereto, nor any of the rights secured to the parties hereby may be waived, modified, supplemented or otherwise altered except by an agreement in writing, duly signed on behalf of the parties hereto.

15. Invalidity. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such provision had not been a part of this Agreement.

16. Notices. All notices as given hereunder by either party to the other shall be in writing, posted United States Mail, Registered or Certified, Return Receipt Requested, or by telefacsimile or electronic mail to the addresses of the parties set forth below, or to such other address as may be specified by either party from time to time:

If to Seller:
Advanco, Inc.
Martin Moore
1441 Wakarusa Drive, Suite 200
Lawrence, Kansas 66049
Fax: 785-841-8016
Email: martmoor@sunflower.com

If to Buyer:

The University of Kansas
Theresa Gordzica
KU Office of Business and Financial Planning
1450 Jayhawk Blvd, Room 225
Lawrence, KS 66045
Fax: 785-864-4120
Email: tgordzica@ku.edu

With copies to:

Mr. James P. Pottorff
General Counsel
University of Kansas
245 Strong Hall
1450 Jayhawk Road
Lawrence, KS 66045
Fax: 785-864-4617
Email: jpottorff@ku.edu

17. **Construction of Agreement.** This Agreement shall be interpreted and construed under and by virtue of the laws of the State of Kansas, without regard to the conflicts of laws principles thereof and without regard to the domicile and/or residence of either Buyer or Seller, and shall be deemed for such purposes to have been made, executed and to be performed in Douglas County, Kansas. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted in the District Court for Douglas County, Kansas, and the parties expressly consent to the venue and jurisdiction of any such court.

No implications or inferences shall be drawn from the deletion from the terms and provisions of this Agreement of any terms or provisions contained in un-executed drafts of this Agreement. In addition, each of the parties hereto acknowledge that they have had the opportunity to participate in the preparation of this Agreement and that, therefore, in the event of any ambiguity in, or controversy with respect to the meaning of, any term or provision contained in this Agreement, no presumption shall exist against any party's interpretation of this Agreement solely by reason of such party's participation or the participation of such parties' counsel's in the preparation of this Agreement.

18. **Negotiated Transaction.** The rule of law that a document is to be construed against the drafting party shall have no application to the interpretation of this Agreement, as the parties acknowledge that the provisions of this Agreement were negotiated at arm's length by the parties hereto, and shall be deemed to have been drafted by all of the parties hereto. Accordingly, the language in all parts of this Agreement shall be construed in accordance with its fair meaning and not strictly for or against any of the parties hereto.

19. **Exhibits.** All references to Exhibits contained herein are references to Exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

20. **Survival.** All warranties, representations, agreements and indemnifications contained in this Agreement shall survive delivery of the Deed to Buyer and the Closing or earlier termination of this Agreement.

21. **Signatures.** For the purpose of this Agreement and any addendum, attachments, or amendments to this Agreement, Seller and Buyer agree to accept facsimile and/or email signatures and initials as originals.

22. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that Seller shall not assign or otherwise transfer its interest under this Agreement without the prior written consent of Buyer, which consent may be withheld in Buyer's sole and absolute discretion.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

"SELLER":

ADVANCO INC.,
a Kansas corporation

By: Mart. W. Moore
Martin Moore, President

"BUYER":

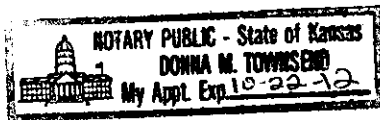
THE UNIVERSITY OF KANSAS
an Agency of the State of Kansas

By: [Signature]
Its: Director of Purchasing
and Strategic Sourcing

STATE OF KANSAS)
) ss:
DOUGLAS COUNTY)

BE IT REMEMBERED, that on this 2nd day of February, 2010, before me, a Notary Public in and for the County and State aforesaid, personally appeared Martin Moore, President of Advanco, Inc., a Kansas corporation duly acknowledged the execution of the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.



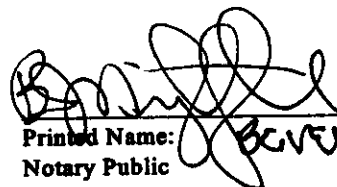
Donna M Townsend
Donna M Townsend
Printed Name
Notary Public

My appointment expires: 10-22-12

STATE OF KANSAS)
) ss:
DOUGLAS COUNTY)

BE IT REMEMBERED, that on this 2 day of Feb, 2010, before me, a Notary Public in and for the County and State aforesaid, personally appeared BARRY SWANSON, _____ of The University of Kansas, an agency of the State of Kansas, known to me to be the same person who executed the above and foregoing instrument of writing, and such person duly acknowledged the execution of the same as the duly authorized representative of The University of Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.


Printed Name: Beverly Nightingale
Notary Public

My appointment expires: 4/29/2012



EXHIBIT A
TO
REAL ESTATE PURCHASE AGREEMENT
BETWEEN
ADVANCO, INC., AS SELLER
AND
THE UNIVERSITY OF KANSAS, AS BUYER

Description of Premises

The Premises referred to in the Real Estate Purchase Agreement to which this Exhibit A is attached consists of real property described as follows:

- TRACT 1:** Lot 3, Timberedge Industrial Park No. 2 Subdivision, a Subdivision in the City of Lawrence, Douglas County, Kansas, containing 10.94 acres, more or less.
- TRACT 2:** A portion of Lot 4, Timberedge Industrial Park Subdivision, a Subdivision in the City of Lawrence, Douglas County, Kansas, containing 2.06 acres, more or less.

Said Tracts shall be replatted into a single lot by Seller, at Seller's expense, prior to Closing, with said lot containing 13.0 acres more or less.

EXHIBIT B
TO
REAL ESTATE PURCHASE AGREEMENT
BETWEEN
ADVANCO, INC., AS SELLER
AND
THE UNIVERSITY OF KANSAS, AS BUYER

State of Kansas Form DA-146a
Contractual Provisions Attachment

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to bind the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1161 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Exhibit C
TO
REAL ESTATE PURCHASE AGREEMENT
BETWEEN
ADVANCO, INC., AS SELLER
AND
THE UNIVERSITY OF KANSAS, AS BUYER

Form of General Warranty Deed

KANSAS WARRANTY DEED

On this ____ day of _____, 2010,

Advanco, Inc., a Kansas corporation,

("Grantor"), **CONVEYS AND WARRANTS** to

("Grantee"), all of the following-described real estate in Douglas County, Kansas:

for the sum of (\$1.00) and other consideration.

SUBJECT TO:

ADVANCO, INC.,
a Kansas corporation

By: _____
Martin Moore, President

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me, a Notary Public in and for the County and State aforesaid, personally appeared Martin Moore, President of Advanco, Inc., a Kansas corporation duly acknowledged the execution of the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Notary Public

My Appointment Expires: _____

EXHIBIT D
TO
REAL ESTATE PURCHASE AGREEMENT
BETWEEN
ADVANCO, INC., AS SELLER
AND
THE UNIVERSITY OF KANSAS, AS BUYER

Form of Warranty Bill of Sale

WARRANTY BILL OF SALE

(Transit and Maintenance Facility)

This Warranty Bill of Sale (the "Bill of Sale") is made effective the ____ day of _____, 2010, by **Advance, Inc.**, a Kansas corporation (the "Seller"), in connection with the Conveyance of the Real Property described herein to **The University of Kansas**, an agency of the State of Kansas (the "Buyer")

WITNESSETH:

WHEREAS, Seller has conveyed to Buyer by deed (the "Conveyance") of even date herewith, that parcel of land located in Douglas County, Kansas (the "Real Property"), which Real Property is more fully described as follows:

WHEREAS, in connection with the Conveyance of the Real Property, Seller desires to transfer certain personal property and to assign certain leases and contracts to Buyer;

NOW, THEREFORE, in consideration of the premises and the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, assigns, and conveys to Buyer all (i) fixtures and personal property attached, appurtenant, and/or related to the Real Property, whether tangible or intangible (the "Personalty"), (ii) occupancy and operating permits and all other licenses, permits and certificates issued by any governmental agency in connection with Seller's ownership of the Property, to the extent transferrable (the "Permits"), (iii) Seller's right, title and interest in all assignable warranties and guarantees, if any, in effect for any improvements and/or landscaping at the Real Property.

Seller does hereby bind itself, and its successors and assigns, to **WARRANT and FOREVER DEFEND** title to the Personalty unto Buyer, and Buyer's successors and assigns, against any and all claims and demands of any and all persons. This Bill of Sale and the provisions herein contained shall be binding upon and inure to the benefit of the Seller and the Buyer and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed by its duly authorized representative effective as of the date and year first above written.

SELLER: **ADVANCO, INC.,**
 a Kansas corporation

By: _____
Martin Moore, President

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me, a Notary Public in and for the County and State aforesaid, personally appeared Martin Moore, President of **Advanco, Inc.**, a Kansas corporation duly acknowledged the execution of the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Notary Public

My Appointment Expires: _____

EXHIBIT E
TO
REAL ESTATE PURCHASE AGREEMENT
BETWEEN
ADVANCO, INC., AS SELLER
AND
THE UNIVERSITY OF KANSAS, AS BUYER

Form of Seller's Counsel's Opinion

[Date]

The University of Kansas
Lawrence, Kansas

Re: Advanco, Inc.;
Real Estate Purchase Agreement

Ladies and Gentlemen:

We have acted as counsel for Advanco, Inc, a Kansas corporation ("Seller") in connection with the improvement and sale of certain real property located in Douglas County, Kansas more particularly described in that certain *Real Estate Purchase Agreement* (the "Agreement") between Seller, and The University of Kansas, an agency of the State of Kansas, as Buyer. In such capacity we have examined and are familiar with the terms and provisions of the Agreement, and the Deed conveying the Premises described in the Agreement. We also have examined such other documents, instruments, certificates and corporate records as we have considered necessary for purposes of rendering the opinions expressed herein.

For purposes of this opinion, we have assumed that Buyer has all requisite power and authority and has taken all necessary action to authorize the execution and delivery of the Agreement and to effect the transactions contemplated thereby.

Based on the foregoing, we are of the opinion that:

1. Seller has full power and authority to execute and deliver the Agreement and to perform the obligations of Seller thereunder; the Agreement has been duly executed and delivered by Seller and, subject to the qualification stated in the last paragraph of this opinion, the same is the valid, legally binding obligation of the Seller enforceable against the Seller in accordance with its respective terms.
2. The execution and delivery of the Agreement and the performance by Seller of Seller's obligations thereunder do not and will not constitute a default under, or conflict with or violate any provisions of applicable law and, to the best of our knowledge, do not and will not conflict with or violate or result in an adverse effect on Seller under any indenture, mortgage, deed of trust, contract, agreement or other instrument to which Seller is a party, or any administrative regulation or court decree to which he is subject, or by which he is bound.
3. Each of the conditions precedent to consummation of the transactions contemplated by the Agreement required to be performed on the part of Seller have been, or upon the due execution and delivery of the instruments of conveyance and payment of the Purchase Price in accordance with the Agreement, will be satisfied and fulfilled.
4. There is no action, proceeding or investigation at law or in equity, or before or by any court, public board of body, pending or, to the best of our knowledge, threatened, which questions the validity of the Agreement or the transactions contemplated thereby or wherein an unfavorable decision, ruling or finding would in any material respect adversely affect the Agreement or the transactions contemplated thereby.

Our opinion that the Agreement is enforceable in accordance with its terms is qualified to the extent that enforcement of the rights and remedies created thereby is subject to bankruptcy, insolvency, reorganization and similar laws of general application affecting the rights and remedies of creditors and secured parties, and that the availability of the remedy of specific enforcement or of injunctive relief is subject to the discretion of the court before which any proceedings therefor may be brought.

Very truly yours,