
PERFORMANCE AGREEMENT

Dated as of April 1, 2001

BETWEEN THE

CITY OF LAWRENCE, KANSAS

AND

DST REALTY OF LAWRENCE, INC.

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of April 1, 2001 (the "Agreement"), between the **CITY OF LAWRENCE, KANSAS**, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas (the "City"), and **DST REALTY OF LAWRENCE, INC.**, a corporation organized and existing under the laws of the State of Kansas (the "Company");

WITNESSETH:

WHEREAS, the City is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

WHEREAS, pursuant to such authorization, the governing body of the City has adopted an Ordinance authorizing the City to issue its Taxable Industrial Revenue Bonds (DST Realty of Lawrence, Inc. Project), Series 2001, in the maximum principal amount of approximately \$9,000,000 (the "Bonds"), for the purpose of acquiring, renovating and equipping an existing office building, including land, buildings, structures, improvements, fixtures, machinery and equipment as hereinafter more fully described (the "Project"), and authorizing the City to lease the Project to the Company pursuant to a Lease Agreement to be entered into by and between the City and the Company at the time the Bonds are issued (the "Lease Agreement") between the City, as lessor, and the Company, as lessee;

WHEREAS, the City is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the "Abatement Statute") and Resolution No. 6265 of the City to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and this Agreement;

WHEREAS, pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company's desire to purchase and construct the Project as more fully described in the hereinafter referred to Application upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. The following words and terms as used herein shall have the following meanings:

"Abatement Statute" means K.S.A. 79-201a, as amended.

"Agreement" means this Performance Agreement dated as of April 1, 2001, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

"Application" means the Application for Industrial Revenue Bonds filed with the City on November 21, 2000 by the Company in connection with the request for the issuance of the Bonds, a copy of which is attached hereto as **Exhibit A**.

"Company" means DST Realty of Lawrence, Inc., a corporation organized under the laws of the State of Kansas, and its successors and assigns.

"Event of Default" means any Event of Default as described in **Section 5.1** hereof.

"Existing Land and Improvements" means the real property, buildings and improvements in existence on the Project Site on January 9, 2001 financed with the proceeds of the Bonds in a principal amount not to exceed \$5,550,000.

"Existing Personal Property" means all personal property (including machinery and equipment) acquired by the Company from Sallie Mae that was exempt from ad valorem property taxation on January 9, 2001, including the property described on **Schedule 1** hereto, financed with the proceeds of the Bonds in a principal amount not to exceed \$2,000,000.

"New Improvements" means any additions to or expansions of the buildings and improvements in existence on the Project Site on January 9, 2001 financed with the proceeds of the Bonds in a principal amount not to exceed \$200,000.

"New Personal Property" means all personal property (including all machinery and equipment) other than Existing Personal Property acquired by the Company for use at the Project Site financed with the proceeds of the Bonds in a principal amount not to exceed \$1,450,000.

"Project" means a project consisting of acquiring, improving, renovating and equipping an existing office building located at 2000 Bluffs Drive in the City.

"Project Costs" means all costs and expenses of every nature paid on or after January 9, 2001, relating to the acquisition, purchase, construction, installation and equipping of the Project.

"Project Site" means all of the real estate described in **Exhibit B** attached hereto and by this reference made a part hereof.

ARTICLE II

TAX ABATEMENT

Section 2.1. City to Request Exemption. The City shall take all appropriate action to request that the Kansas Board of Tax Appeals approve a 100% ad valorem property tax exemption (not including special assessments) as provided in K.S.A. 79-201a, as amended, for all property (including real property, building improvements, machinery and equipment) financed with proceeds of the Bonds for the following periods:

(a) with respect to the Existing Land and Improvements and the Existing Personal Property, calendar years 2002 through 2006, inclusive; and

(b) with respect to the New Improvements and the New Personal Property, calendar years 2002 through 2011, inclusive.

The Company covenants and agrees that, during each year the Project is exempt from ad valorem taxes by reason thereof, the Company will make payments in lieu of taxes to the City in the amounts set forth in **Section 2.2** of this Agreement.

Section 2.2. Payments in Lieu of Taxes. In consideration of the City's agreement to request such 100% exemption as provided in **Section 2.1** hereof, the Company hereby agrees to make payments to the Douglas County Treasurer, and to provide evidence of such payments to the City, on or before each December 20, commencing December 20, 2002, as follows:

(a) with respect to the Existing Land and Improvements, the Company will make payments in lieu of tax with respect to each of the calendar years 2002 through 2006, inclusive, in an amount equal to 100% of the actual amount of ad valorem property taxes due with respect to the Existing Land and Improvements for the calendar year 2001;

(b) with respect to the New Improvements, the Company will make payments in lieu of tax with respect to each of the calendar years 2002 through 2011, inclusive, in an amount equal to 50% of the ad valorem property taxes that would otherwise be due with respect to the New Improvements;

(c) with respect to the Existing Personal Property, the Company will make no payments in lieu of tax with respect to the calendar years 2002 through 2006, inclusive; and

(d) with respect to the New Personal Property, the Company will make payments in lieu of tax with respect to each of the calendar years 2002 through 2011, inclusive, in an amount equal to 50% of the ad valorem property taxes that would otherwise be due with respect to the New Personal Property.

Section 2.3. Term of Agreement. This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly the following sentence and **Article V** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on December 31, 2011. This Agreement shall automatically terminate prior to December 31, 2011 in the event the Bonds (or any bonds issued to refund the Bonds or another series of bonds issued to refund the Bonds) are no longer outstanding.

Section 2.4. No Abatement on Special Assessments. The City and the Company hereby agree that the Abatement Statute does not apply to special assessments imposed pursuant to Kansas law. In the event special assessments are ever abated the Company hereby agrees to make a payment to the City on each December 20 in an amount equal to 100% of the special assessment ad valorem taxes which would otherwise be due with respect to the Project if such Project were not exempt from taxation.

Section 2.5. Obligation of City to Effect Tax Abatement. The City agrees to take all necessary action to obtain and maintain in effect the exemption referred to in **Section 2.1** above, including any filing required with the Douglas County Board of County Commissioners or the Kansas State Board of Tax Appeals; provided, however, the City shall not be liable for any failure of the Kansas State Board of Tax Appeals to effect the exemption required by the Abatement Statute. The City covenants that it will not voluntarily take any action which may cause or induce the levy or assessment of ad valorem taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment.

Section 2.6. Compliance. Beginning on February 15, 2002 and continuing on each February 15th thereafter until the Project is completed, the Company shall provide the City with a written certification of the actual amount of Bond proceeds expended for Project Costs accompanied by written evidence supporting such certification, in such reasonable detail as the City shall request.

ARTICLE III

COVENANTS OF THE COMPANY

Section 3.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement.

Section 3.2. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 3.3. Construction. The Project will be constructed, equipped and operated in a manner which is consistent with the description of the Project herein. In the event the Project is constructed in a manner which the City determines, in its reasonable discretion, is materially inconsistent with the description of the Project herein, the City reserves the right to declare an Event of Default in accordance with Section 5.1 hereof.

ARTICLE IV

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the City, but nothing herein shall preclude the Company from assigning or pledging its interest in the Project so long as the Company continues to occupy the Project and otherwise remains responsible for its undertakings herein.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default or "default" hereunder:

(a) the Company shall fail to improve, renovate and equip the Project on or before December 31, 2001; or

(b) the Company shall cease operations during the term of this Agreement; or

(c) the Company shall breach any covenant contained herein.

Section 5.2. Remedies on Default. Upon an Event of Default hereunder, the Company shall be given 60 days (or such longer period as the City and the Company may agree) following written notice to the Company to cure such default, or if not subject to cure within 60 days, Company shall have initiated action to cure such default and shall pursue such action diligently. If such default is not cured, this Agreement may be terminated by written notice to the Company from the City. Such termination shall be effective immediately following any applicable cure period. Upon such termination, the Company agrees that the payments in lieu of tax set forth in **Section 2.2** shall increase to 100% of the ad valorem taxes which would otherwise be due with respect to the Project.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Kansas law.

Section 5.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem real estate taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem real estate taxes which are not paid when due shall be subject to penalties imposed by Kansas law on overdue ad valorem real estate taxes.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 6.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 6.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

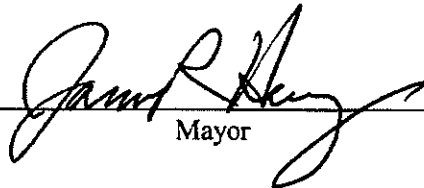
Section 6.4. Payments Under Lease Agreement. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under **Section 5.2** of the Lease Agreement. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF LAWRENCE, KANSAS

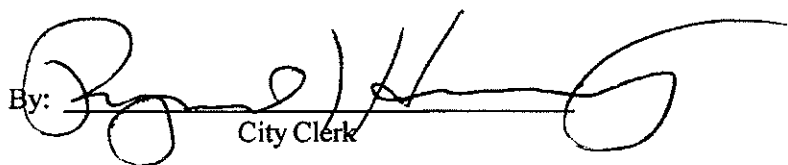
(SEAL)

By: _____



Mayor

ATTEST:

By: _____


City Clerk

DST REALTY OF LAWRENCE, INC.

By: 
Name: Thomas R. Goff, Jr.
Title: Vice President

SCHEDULE 1

EXISTING PERSONAL PROPERTY

<i>Asset Code</i>	<i>Asset Description</i>	<i>Count</i>
All Items		3122
Appliance		31
	Blue Cooler	2
	Can Opener	2
	Coffee Pot	3
	Electric Heater	2
	Fan	4
	Freezer	1
	Gas Grill	2
	Hotplate	1
	Ice Maker	3
	Microwave	1
	Refrigerator	4
	Small Frigette	1
	Toaster	2
	Toaster Oven	3
Bookcase		69
	3 Shelf	36
	3 Shelf Executive	4
	3 Shelf Wooden	5
	4 Shelf	4
	5 Shelf Executive	1
	Bookcase (General)	11
	Executive (General)	6
	Rolling	2
Cart		31
	Mail Cart	2
	Rolling Cart	21
	TV Cart	4
	Cart (General)	4
Chair		752
	Black Scogs	1
	Blue Conference	4
	Blue Executive	9
	Blue Sled	36
	Blue Task	39
	Blue Wood Sled	10
	Breakroom	43
	Bright Blue Wood	4
	Brown Soft Cushion	3
	Chair (General)	4

<i>Asset Code</i>	<i>Asset Description</i>	<i>Count</i>
	Conference Room	32
	Criterion Plus	342
	Executive	1
	Grey Conference Room	42
	High Stool	5
	Orange Task	2
	Purple Wood Sled	4
	Stacking	102
	Step Stool	1
	Tall Chair	2
	Tan Task	1
	Task	47
	Walnut Wood Sled	4
	Wood Sled	6
	Wood Trim Sled	8
CoatRack		3
	General	3
Computer Accessories		46
	2 Door Computer Cabinet	1
	AB Switch	1
	Cabletron Cabinet	1
	Computer Cabinet	5
	Computer Speakers	28
	Disk Drive	1
	External CDROM	1
	HP Jet Direct Adapter	1
	Power Supply	4
	Traaker 750 Backup Tape Drive	1
	Zip Drive	2
Computer		364
	Acer AOPEN	24
	AT&T 6007	1
	Compaq Deskpro	69
	Dell DPM	1
	Dell GX1	100
	Dell GX110	48
	Dell GX1p	101
	Dell GXPro	1
	Dell P200s	1
	Dell XPS200	2
	Digital 433DX	2
	Elite Pentium	1

<i>Asset Code</i>	<i>Asset Description</i>	<i>Count</i>
	Legacy Intel Sniffer Server	1
	Micron Millennia	5
	Noblis BG45	6
	Sony	1
Copier		1
	Danka 50	1
Couch		6
	Bench	1
	Blue	1
	Blue Backless	2
	General	1
	Grey/Purple	1
Credenza		14
	Executive	14
Desk		11
	Executive	11
Docking Station		15
	Compaq	3
	Dell	12
Fax Machine		40
	Xerox 7042	8
	Xerox Telecopier 7024	21
	Xerox Workcentre 545	7
	Xerox Workcentre 745	4
File Cabinet		156
	4 Drawer Vertical Fireproof	1
	Fireking 4 Drawer Fireproof	10
	Fireking 6 Shelf Fireproof	1
	Hon 2 Drawer Vertical	1
	Hon 4 Drawer Vertical	9
	Kodak 2 Drawer Sliding	1
	Microfilm	2
	Rolling File	4
	Rubbermaid Storage Shed	1
	Schwab 4 Drawer Vertical	1
	Schwab Locked Fireproof	1
	Show/Walker 3 Drawer Fireproof	1
	Steelcase 2 Drawer 7" Storage	1

<i>Asset Code</i>	<i>Asset Description</i>	<i>Count</i>
	Steelcase 2 Drawer Lateral	10
	Steelcase 2 Drawer Storage	1
	Steelcase 2 Drawer Vertical	9
	Steelcase 4 Drawer Vertical	74
	Steelcase 4 Shelf w/ Doors	3
	Steelcase 5 Drawer Lateral	1
	Steelcase 6 Shelf Lateral	1
	Steelcase Enclosed 3 Shelf	1
	Steelcase Rolling File	5
	Steelcase Storage	1
	Steelcase Vertical	2
	Steelcase Vertical Storage	2
	Storage (General)	3
	Supreme 5 Shelf Lateral	4
	Tennesco 2 Drawer 6" Storage	1
	Tennesco 6" File	1
	Tennesco Enclosed 5 Shelf	1
	Tennesco Storage	1
	Vertiflex Rolling File	1
Gym Equipment		9
	Fitness Systems Multi Gym 4600	1
	Fitness Zone Weightbench	1
	Free Climber Stair Master	2
	Healthometer Scale	1
	Life Fitness Life Cycle	1
	Life Fitness Treadmill	2
	Weight Rack	1
Lamp		5
	Adjustable Arm Lamp	1
	Brass Lamp	4
Laptop		16
	Compaq Armada	5
	Dell Latitude (Old)	1
	Dell Latitude PPL	6
	Dell PPS	1
	Dell PPX	3
Mail Equipment		8
	Friden Letter Opener	1
	Hydeman Jogger	2
	Jogger Cover	1
	Opex Letter Opener	4

Asset Code	Asset Description	Count
Media Equipment		159
	3M Transparency Maker	1
	AM/FM Stereo Receiver	1
	Blue Corkboard	1
	Bulletin Board	2
	Cannon Tuner/Timer	1
	Case w/ Handle	1
	Cloth Covered Corkboard (General)	4
	Craig Transcriber	1
	Cutting Board	6
	Desk Easel Stand	1
	Dry Erase Board	72
	GBC Binder	2
	GBC Laminator	2
	Glass Enclosed Corkboard	2
	Greeting Sign	2
	Heavy Duty Stapler	2
	Hole Punch	1
	Large Corkboard (General)	2
	Large Easel	1
	Large Glass Display Case	1
	Metal Display Shelf	1
	Misc. Corkboard (General)	35
	Paper Shredder	1
	Pen-Tab Easel Pads	1
	Plastic Display Shelf	1
	Polaroid Sun 660 Camera	1
	Portable Display Stand	1
	Quartet Corkboard/Dry Erase Board	1
	Radio Shack Microphone	1
	Sharp Computer Projection Panel	1
	Small Corkboard (General)	2
	Sony Microcassette Transcriber	1
	Table Podium	1
	Tape Recorder	3
	Telegenix Moving Sign	1
	Wood Display Case	1
Modem		25
	Datel	1
	Eazy External	1
	External Modem (General)	6
	Hays Optima 96	3
	Intel 14.4	2

<i>Asset Code</i>	<i>Asset Description</i>	<i>Count</i>
	Motorola Fastalk	1
	Multitech	1
	US Robotics 56K	10
Monitor		411
	Acer 33D	1
	Acer 34T	2
	Acer 54E	3
	Acer 75E	1
	Acer 761D	1
	Acer 761E	18
	Acer 76E	33
	Acer Acerview 17"	1
	AT&T CM1200	1
	AT&T Dummy Terminal	2
	Axion	1
	Compaq 1024	1
	Compaq 140	1
	Compaq 150	2
	Compaq 151	1
	Compaq 455A	1
	Compaq 461	2
	Compaq V75	48
	CTX Color	3
	Dell Trinitron	257
	Dell Ultrascan	13
	Digital	1
	Gateway Crystal Scan	1
	Magnavox CM2015	1
	Micron 15FGX	2
	Micron T5F65	1
	NEC 5FGE	3
	NEC Multisync	5
	Panasonic E50	1
	Samtron	1
	Sun	2
Networks		100
	3Com Mini-Hub	1
	Acculink MUX	2
	APC Backup Controller	2
	APC Backup UPS	27
	Blue Cooler Cabinet	3
	Cabletron Hubs & Cards	
	CISCO 7000 Router	2

<i>Asset Code</i>	<i>Asset Description</i>	<i>Count</i>
	Clarion RAID Cabinet	3
	Compaq Proliant Server	3
	Compaq System Pro	1
	Compaq UPS	2
	Cpower UPS	1
	Cubix Server	2
	Datateo Data Module	1
	Dell Poweredge 2300	2
	Dell Poweredge 4400	1
	Dell Powervault 120T DLT Drive	1
	Magnum 100 Fibermux	1
	Matrix UPS Battery	9
	Matrix UPS Controller	8
	NSM Server Jukebox	1
	Quantum DLT Tape Drive	2
	RAID Cabinet	1
	Smartcell UPS Battery	13
	Sun Lotus Notes Server	1
	Sun Mass Storage Device	3
	Sun Sparc Station 20	1
	TSI Power UPS	1
	UPS Battery	4
	Xerox Host Channel Unit	1

<i>Phone</i>	<i>Count</i>
AT&T 2500 Phone	8
AT&T 2500 Wall Phone	7
AT&T 26A Phone	1
AT&T 302A&B Phone	1
AT&T 7406 Plus Phone	70
AT&T 8410D Phone	236
AT&T 8434DX Phone	3
AT&T Data Module	15
AT&T Dataphone II	2
AT&T ESFTICSU	7
AT&T Magic On Hold Music	1
AT&T Speaker Phone Box	1
AT&T TDD Machine	1
AT&T UPS	1
AT&T Z16A Phone	3
Bogen Phone Paging Amplifier	1
Definity 3 Processor Port Cabinet	2
Definity RSPD	2
Lucent 8410D Phone	27
Lucent Cordless Radio Module	10

<i>Asset Code</i>	<i>Asset Description</i>	<i>Count</i>
	Lucent Malicious Call Trace	1
	Lucent Trans-Talk Radio Module Connector	2
	Misc. Telephone Cards	7
	Okidata Data Module	1
	Optimus Cassette Recorder	2
	Paradyne Acculink	5
	Radio Shack Cassette Recorder	1
	Radio Shack Regular Analog Phone	2
	Realistic Cassette Recorder	1
	Teleforum Conference Room Speaker Phone	2

<i>Printer</i>	<i>Count</i>
AT&T Generic Dot Matrix	1
CPT Dot Matrix	1
HP 111D	1
HP 1600CM	1
HP 2000C	2
HP 2000E	1
HP 3D	4
HP 3P	1
HP 4	9
HP 4 Plus	6
HP 4L	2
HP 4P	1
HP 4Si	5
HP 5L	3
HP 5N	1
HP 5Si	7
HP 660CSE	2
HP 670C	1
HP 6P	13
HP 8000	1
HP 8000N	2
HP 870CXI	1
HP III	7
HP Portable Deskjet	1
IBM 3130	2
IBM Laptop	1
Okidata 184Turbo Microliner	2
Okidata 2410	1
Okidata 393 Plus	1
Ricoh RP1600	1
Ring King Acoustic Printer Box	1
Sanken Electric Resolution Enhancement	1
Xerox NC60	1

<i>Asset Code</i>	<i>Asset Description</i>	<i>Count</i>
Safe		5
	Meilink Large Fireproof Safe	1
	Sentry Portable Fireproof Safe	2
	Shaw/Walker 4 Drawer Fireproof Lateral	1
	Shaw/Walker 4 Drawer Vertical	1
Scanner		15
	Caere Handheld Barcode Scanner	3
	Fujitsu Exception Scanner	2
	HP Flatbed Scanner	3
	Kodak 923D	1
	NCS OPScan5	2
	Symbol Handheld Barcode Scanner	3
	UMAX Astra 2400S	1
Security		49
	AT&T 70v Speaker	2
	EG&F X-Ray Machine	1
	Fellowes Shredder	1
	Fire Extinguisher	33
	GBC Picture Crop	
	Hydeman Shredder	1
	Panasonic VCR	1
	Phillips Monitor	1
	Phillips Monitor & VCR	1
	Phillips Time Lapse VCR	1
	Quantum Emergency Light	2
	Sentry Lockbox Safe	1
	Simplex Mechanical Lock	1
	Video Rewinder	1
	Weather Alert Radio	1
Shelving		27
	24 Shelf Shelving	1
	96 Shelf Storage Unit	1
	Data Connections Computer Cabinet	3
	Display Shelf	1
	Lockers	1
	Modular Shelving	1
	Oak Wood Shelf	2
	Shelf Unit	4
	Sort Bin	11
	Storage Bin	1
	Storage Rack	1

Asset Code	Asset Description	Count
Various Shelving		
Table		106
	6' Folding	1
	8' Folding	1
	Breakroom	18
	Conference	4
	End Table	1
	Executive Coffee	1
	Executive Computer	1
	Executive Printer Stand	1
	Executive Round	4
	Lite Oak Conference Room	14
	Mail Sort	4
	Marvel Table	1
	Oak Conference	7
	Oak Plant Table	1
	Other Folding	8
	Printer Stand/Table	23
	Rolling Table	1
	Round Executive	3
	Round Table	3
	Small Breakroom	1
	Small Stationary	1
	Tiffany Table	1
	Wood Conference Table	2
	Wood End Table	4
Tenkey		34
	Casio Display Calculator	1
	Sharp (Business)	25
	Texas Instruments (Small)	8
Tools		31
	2 Wheel Dolly	1
	8 Gallon Shop Vac	1
	Dewalt Power Drill	4
	Dock Plate	1
	Furniture Dolly	2
	GFT Step Ladder	1
	Hand Truck	2
	Hoover Vacuum	1
	Ladder	1
	Laservac Vacuum	1
	Leaf Blower	1

<i>Asset Code</i>	<i>Asset Description</i>	<i>Count</i>
	Metro DataVac	1
	Pallet Jack	1
	Panel Mover	2
	Portable Hoover Vacuum	1
	Rubbermaid Toolchest	1
	Step Ladder	4
	Step Stool	3
	Werner 8' Ladder	1
	Xerox Vacuum Sweeper	1
		31
Trashcan		
	Ash Can	1
	Blue Recycle	9
	Bullet Trashcan	1
	Gold Trim	3
	Large Plastic	12
	Plastic on Rollers	1
	White Metal	4
		4
Typewriter		
	Cannon AP800	1
	Panasonic KX Series	3
		40
Video Equipment		
	3M Overhead Projector	2
	Ambico Camera Case	1
	Ambico Camera Tripod	1
	Bretford Portable Movie Screen	1
	Dukane Overhead Projector	1
	GE Microcassette Recorder	1
	Hitachi 19" Color TV/VCR Combo	1
	Hitachi Color TV	1
	In Focus Lite Show	1
	JVC 27" TV	1
	Kodak Slide Projector	4
	Lapel Microphone & Amplifier	1
	Microphone Stand	2
	Minolta 35MM Camera	1
	Misc. Camera Case	1
	NEC Camera Case	2
	Peavey Amplifier	2
	Peavey Speaker Stand	2
	Polycam Viewstation	1
	Pro Camera Stand	1
	RCA 19" Color TV	2

<i>Asset Code</i>	<i>Asset Description</i>	<i>Count</i>
	RCA 4 Head VCR	1
	RCA Video Camera	1
	Skyline Portable Display Screen	1
	Sony Boom Box	1
	Sony Digital Movie Camera	1
	Video Sports Video Game	1
	Yamaha Speaker Stand	2
	Zenith Large TV	1
	Zenith Stereo TV	1

EXHIBIT A

APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS

See Transcript Item Number 8

EXHIBIT B

PROJECT SITE

Lot 9, in Grandview Heights, a Subdivision in the City of Lawrence, as shown by the recorded plat thereof, together with that portion of vacated 5th Street accruing thereto; in Douglas County, Kansas; and

Lots 1, 2, 3, 4, 5 and 6, in The Bluffs II, a Replat of Lot 4 of a Replat of California Street Addition and a portion of Block 48, West Lawrence, in the City of Lawrence, as shown by the recorded plat thereof; in Douglas County, Kansas.

