

Lease Agreement Office Building

This Lease Agreement ("Lease" and/or "lease agreement") is made the day last signed by and between

Targon, LLC, hereinafter referred to as "Tenant" and

1960 Kimball, LLC, hereinafter referred to as "Landlord".

Lease Summary: Certain lease provisions are presented in this initial portion of this lease agreement (referred to as "Summary" or "Lease Summary") to facilitate convenient reference by the parties hereto, subject to further definition and elaboration in the respective Sections and elsewhere in this Lease, and these provisions are incorporated into the respective Sections.

Notice Address: (Section 23)

Tenant:

Targon, LLC
Attn: Jarrar Amjad
1605 Roof Dr. Apt 6
Manhattan KS 66502

Landlord:

1960 Kimball, LLC
Attn: Sherilyn McRell
1800 Kimball Avenue, Suite 200
Manhattan, KS 66502-3373

Premises (Section 1): Unit 316 (the "**Premises**"), containing approximately 180 usable square feet ("USF") and 230 rentable square feet ("RSF"), in the 3rd (third) floor of the building known as 1960 Kimball Ave, Manhattan, Kansas (the "**Building**"), located on real estate described on Exhibit A hereof. The RSF includes Tenant's proportionate share of shared common areas, including lobbies, corridors, balconies, restrooms, kitchenette(s), meeting rooms, Conference Space (on 1st floor), mechanical room(s), sprinkler room(s) electrical room(s), data room(s), janitor room(s) and storage room(s) located in the Building, as outlined in Exhibit D, and is the square footage upon which Base Rent is calculated.

Permitted Uses (Section 5): General Office Use; see Exhibit B. New Markets Tax Credit Rider for prohibited uses.

Lease Term (Section 2):

One (1) year beginning September 1, 2025. The lease term will expire August 31, 2026 ("Termination Date"). See Option to Renew under Additional Lease Terms (A1).

Base Rent (Section 4) ("Base Rent"):

Period	Rent Per Month
Year 1	\$ 687.00

Security Deposit (Section 25): Tenant shall pay upon lease execution \$1,374.00 in cash or its equivalent, of which \$687.00 shall be applied as the Security Deposit for this Lease Agreement ("**Security Deposit**") and \$687.00 shall applied as the first payment of Base Rent due hereunder.

Agency Disclosure (Section 33):

Agent:
Na

Company:
Na

Relationship:
Na

Additional Lease Terms:

A1, Option to Renew: Tenant shall be provided the opportunity to extend the Lease Agreement beyond the original lease term provided for herein, at the discretion of the Landlord, for a period of one (1) year, under the then current rental terms (other than Base Rent, which shall be adjusted as provided below) and provided Tenant is not in default of this Lease Agreement at that time. Tenant agrees to give Landlord a minimum of six (6) months written notice prior to the termination of this Lease Agreement if Tenant wishes to extend the lease term for such period. Within one (1) month after receiving the Tenant's notice, the Landlord shall advise the Tenant in writing as to whether Landlord will permit the renewal, and, if so, the Base Rent which will be applicable for the renewal term. Tenant shall advise Landlord in writing within ten (10) days thereafter whether Tenant accepts the Base Rent so proposed, and if Tenant accepts the new Base Rent, then Landlord shall prepare an amendment to this Lease extending the term accordingly and changing the Base Rent amount. If Tenant does not accept the new Base Rent, then the Tenant shall propose another Base Rent and the parties shall discuss the same. If the parties cannot agree upon a new Base Rent within thirty (30) days after the date of Tenant's notice regarding the new Base Rent, then the Tenant's renewal notice shall be null, void, and of no further force and effect, and this Lease shall expire on the original expiration date without being renewed.

A2, Parking: Notwithstanding anything herein to the contrary, Tenant shall have the non-exclusive and non-reserved right to use one (1) parking spaces within the office park parking lot designated for tenant employee parking located in close proximity to the Premises. Tenant shall be given reserved parking passes for said parking spaces for Kansas State University home football games and graduation ceremonies.

A3, Use of Conference spaces: Notwithstanding anything herein to the contrary, Tenant shall have the option to utilize the conference space in the Building for a meeting or event as much as, but no more than 33 hours per 1,200 RSF occupied per year, provided (1) arrangements/reservations are made with Landlord at least 30 days in advance of the event when possible; (2) no other events are scheduled for the same space at the same time (the space will be scheduled on a first come first served basis); (3) the event is scheduled to occur between the hours of 7:00 AM and 8:00 PM, Monday thru Friday (weekends and holidays subject to special consideration by Landlord); (4) Tenant is responsible for arranging the room to meet its needs; (5) Tenant provides its own audio/visual & data support for the event; (6) Tenant pays Landlord any applicable fees for janitorial services, utilities, etc. in accordance with Landlord's Events Policy; and (7) Tenant complies with all of the rules and regulations contained in Landlord's Tenant Event Policy, set forth in Exhibit F, which may be modified at any time at the discretion of Landlord. If at any time Tenant abuses the privilege to utilize the meeting or conference rooms referred to herein, Landlord shall have sole right and authority to revoke Tenant's privilege to use said space by giving Tenant written notice of said revocation.

A4, Signage: A monument sign at the Kimball entrance of the Edge District Office Park (Park) was constructed as part of the Edge District master plan. Said sign includes tenant branding signs, one of which shall be for the Kansas State University Foundation, and the remaining shall be provided for the largest tenants (by total RSF occupied) in the Park (including 1800 Kimball, 1880 Kimball, and 1960 Kimball.)

An additional building sign near the Kimball entrance of the Park in the lawn at 1880 Kimball was constructed as part of the building construction project. Said sign includes twelve tenant branding opportunities and will be provided the largest tenants in each building (by total RSF occupied) that do not meet the criteria for presence on the Park monument sign. Tenants who meet the criteria for exterior signage will only be eligible to display branding on one sign.

A5, Notification as to Employees: Tenant Agrees to provide Landlord with certain information from time to time, when requested, regarding the number of Full Time Employees ("FTEs") working in the Premises and base level wage information for those FTEs so the Landlord can comply with an agreement it has with the City of Manhattan ("the City"), dated July 11, 2017, for certain economic development incentives it received from the City for construction of the Building.

Tenant further acknowledges that Landlord's financing for the Building is intended to constitute qualified low-income community investments as defined in Section 45D of the Internal Revenue Code, and Landlord has certain reporting obligations to the lenders thereunder (and others) with respect to such loans. Tenant covenants and agrees to provide certain reports and information required to be delivered by Landlord to such lenders for purposes of measuring community benefits under the New Markets Tax Credit program as requested by Landlord's lenders in their discretion. Furthermore, such lenders shall be a third-party beneficiary of the obligations of Landlord and Tenant with respect to all provisions in this Lease that pertain to compliance with New Markets Tax Credit requirements. Any such provisions shall not be amended or modified except with the prior written consent of such lenders.

Exhibits: The following Exhibits are attached to this Lease Agreement.

- Legal Description (Exhibit A)
- New Markets Tax Credit Rider (Exhibit B)
- Policies and Procedures (Exhibit C)
- Floor Plan (Exhibit D)
- Tenant Improvements: Landlord's Work & Tenant's Work (Exhibit E)
- Tenant Event Policy (Exhibit F)

LEASE AGREEMENT

1) PREMISES: Landlord, in consideration of the rent and covenants contained does hereby rent to Tenant and Tenant does hereby rent from Landlord the Premises. Tenant represents and warrants that Tenant is an entity which is organized to do business in the United States of America and which, if a foreign entity, has been authorized by the Kansas Secretary of State to do business in the State of Kansas. Tenant represents and warrants that this Lease is a fully binding legal obligation of the Tenant.

2) LEASE TERM: The Lease Term shall be for the period set forth on the Lease Summary on page 1 of this Lease, unless sooner terminated hereunder. The Lease Term, and Tenant's obligation to pay Rent (as defined in Section 4 below) and other charges herein required to be paid by Tenant, other than the security deposit, shall commence on the Commencement Date. In the event the Commencement Date does not occur on the first day of the month, the Tenant shall pay rent for the fractional month (calculated on the basis of a thirty day month) until the first day of the month when the Commencement Date occurs. Thereafter, the Base Rent shall be paid in equal monthly installments in advance on the first day of each month during the Lease Term. In the event Landlord is unable to deliver possession of Premises ready for occupancy at the Commencement Date, Landlord shall not be liable for any inconvenience or Tenant or damages caused thereby, nor shall this Lease be void or voidable by Tenant, but in such event, no Rent shall be payable by Tenant to Landlord prior to Landlord's actual delivery to Tenant of possession of the Premises ready for occupancy by Tenant.

3) PRIOR INSTALLATION: No more than 60 days prior to completion of the Landlord's Work, Tenant shall, with the prior written consent of Landlord, be permitted to install fixtures and equipment on the Premises. All of the terms and conditions of this Lease (other than the provisions relating to Base Rent and Additional Rent) shall apply during any period of time prior to the Commencement Date during which Tenant or any agents or contractors of Tenant is on the Premises for any reason. Any work by Tenant shall be done in such a manner as to not interfere with the progress of the work by Landlord or its contractor in completing Landlord's Work, and if such interference occurs, Tenant agrees to leave the Premises upon the request of Landlord or Landlord's contractor. Tenant is responsible for permitting and any resulting infrastructure changes as required by City of Manhattan for any work done by agent or contractor. Permit must be issued prior to any alterations or improvements. Landlord shall have no liability or responsibility for loss of, or any damage to fixtures, equipment or other property of Tenant so installed or placed on the premises.

4) BASE RENT: Base Rent shall be payable in monthly installments as per the Lease Summary in advance, on the first (1st) day of each calendar month during the Lease Term. Base Rent, Additional Rent and all other sums due hereunder from Tenant (whether designated Additional Rent or otherwise) all hereinafter sometimes called "**Rent.**" All Rent shall be payable at the address per the Lease Summary or at such other place as Landlord may from time to time designate in writing. All Rent payable under this Lease shall be paid by Tenant without notice or demand, both of which are expressly waived by Tenant. Rent and other monies due Landlord under this Lease, if not paid when due, shall bear interest at the rate of eighteen percent (18%) annually until the amounts are fully paid. In the event Tenant shall fail to pay any installment of Base Rent by the fifth (5th) day of the calendar month in which the Base Rent is due, or shall fail to make any payment of Additional Rent or other charges by the deadline established herein or in Landlord's notification to Tenant of such amount due, then Landlord may charge Tenant a monthly service charge in an amount equal to ten percent (10%) of the amount due. Such service charge shall then become due and payable immediately along with the delinquent Rent. In the event the Commencement Date of this Lease does not occur on the first (1st) day of the month, then the Rent for any such period shall be prorated for that month based upon the number of days in that month.

5) USE: Tenant shall use the Premises only for the permitted uses as set forth in the Lease Summary, and shall NOT USE the Premises for those uses described in Exhibit B, New Markets Tax Credit Rider, attached hereto, and for no other purposes without the prior written consent of Landlord. Tenant will not use or occupy the leased Premises for any unlawful purpose and will comply with all present and future laws, ordinances, regulations and orders of the United States of America, the state in which the leased Premises are located, and all other governmental units or agencies having jurisdiction over the Premises. Tenant agrees to operate its business in the Premises during the entire Lease Term and to conduct its business in a reputable manner. Tenant will not do or permit any actions or activities in the Premises or in the common areas of the Building by Tenant or any of its officers, employees, agents, visitors or invitees which damages the Premises or any portion of the common areas of the Building, or which subjects the same to unusual amounts of usage or which causes unusual amounts of janitorial, repair or maintenance work to be required. Tenant will not do or permit any actions or activities in the Premises or in the common areas of the Building which negatively affect or which impair the use of the Building by Landlord or any other tenant; or which impairs the ability of Landlord or any other tenant to use the Building for its own operational purposes; or which violates or which may violate any laws, ordinances, rules or regulations of the United States of America, the State of Kansas, the City of Manhattan, or any other governmental entity; or which creates a situation in which any of such laws, ordinances, rules or regulations may be violated; or which injures or may injure the rights and privileges of Landlord or any other tenant of the Building; or which impugns the reputation or character of the Building or Landlord or any of the other tenants in the Building; or which is not in the best interests of the Landlord, Kansas State University or any affiliates of Kansas State University or the Landlord.

6) QUIET ENJOYMENT: No use shall be made of Premises which is illegal or unlawful, or which will increase the existing rate of insurance or cause cancellation of any insurance upon Premises. Tenant shall not commit or allow to be committed any waste upon the Premises or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other tenant in building or which inhibits Landlord in leasing other parts of the Premises, nor shall Tenant, without the written consent of the Landlord, use any apparatus, machinery or device in or about the Premises which shall cause any substantial noise or vibration. If any of Tenant's office machines and equipment should disturb the quiet enjoyment of any other tenant in the building or inhibit Landlord in leasing the other parts of the building, the Tenant shall immediately provide adequate insulation, or take such other action as may be necessary to eliminate the disturbance. Tenant shall observe the Policies and Procedures that are set forth in Exhibit C or such additional or replacement Policies and Procedures which may be promulgated from time to time by Landlord for the safety, care and cleanliness of the Building, the Premises and preservation of good order therein. Tenant shall also be subject to and observe the rules and regulations provided for in the Declaration of Condominium, if applicable, for The 1960 Kimball Office Condominium.

7) SERVICES AND MAINTENANCE BY LANDLORD; UTILITIES; TAXES AND INSURANCE:

a) Services provided by Landlord at Landlord's cost: As long as Tenant is not in default under any of the covenants or provisions of this Lease, Landlord shall maintain Premises and the public and common areas of the Building, such as lobbies, balconies, stairs, atriums, landscaping, corridors and restrooms, in good order and condition except for damage occasioned by the act of Tenant, its employees, agents or invitees:

i) Light bulb replacement, public restroom supplies, window washing with reasonable frequency and janitor service to the Premises during the times and in the manner that such janitor services are customarily furnished in general office buildings in the area.

ii) Landlord agrees to maintain the exterior and interior of the Premises to include periodic basic cleaning of Premises and common areas, lawn and shrub care, snow

removal, maintenance of the structure roof, mechanical and electrical equipment, architectural finish, and so on, excluding only those items specifically excepted elsewhere in this lease.

iii) Landlord will open the Building at 7:00 a.m., and close the Building at 8:00 p.m. Monday through Friday of normal business days and secure the Building on weekends and holidays, or at such other hours as may from time to time be prescribed by Landlord. Tenant shall be provided a fixed number of access badges (electronic key cards) by Landlord for after hours access. Extra badges or replacement badges shall also be provided by Landlord, but for a nominal fee to cover the cost(s) of the badges.

iv) Passenger elevator service (if applicable) is normally provided for Building 24 hours per day, automatic elevator service shall be deemed "elevator services" within the meaning of this paragraph. Elevator and stairwell access to the second and third floors of the Building will be available to guests and the general public only on normal business days from 7:00 a.m. to 6:00 p.m. Before or after normal business hours and on days the Building is closed, only badge holders will be authorized to use the stairs and elevators and have access to the upper levels of the Building.

b) Utilities provided by Landlord, at Landlord's cost: Landlord shall provide, at Landlord's cost, the following utilities and services during reasonable and usual business hours for the term of this lease as follows

i) During reasonable and usual business hours, electricity for normal heating and air conditioning, and electricity for lighting and for operation of normal office machines; excluding certain computer and/or laboratory equipment and office machines that have unusually high energy demands, but not to exceed 3 watts per square foot per hour of leased premises. There will be an excess electricity usage charge as follows: Landlord reserves the right to charge for electricity used in excess of 3 watts per square foot per hour of leased space at a rate equal to the annual average KWH cost paid by the building. Additional electricity necessary for operation of additional cooling equipment, office machines that have unusually high energy demands and/or laboratory equipment will be charged for at a predetermined rate prior to authorization to install the equipment. The costs for additional circuits will be borne by the Tenant.

ii) Water for drinking, lavatory and toilet purposes from the regular Building supply through fixtures installed by Landlord (or by Tenant with Landlord's written consent). For those tenants that have water fixtures installed in their Premises, Landlord reserves the right to charge for excessive water usage; additional water necessary for any type of laboratory or other equipment usage will be charged for at a predetermined rate prior to authorization to install the equipment. The costs for additional water fixtures and piping will be borne by the Tenant.

The following utilities are not provided by Landlord, and shall be provided by Tenant at Tenant's sole cost: telephone, data service, Internet service and cable television service.

c) Taxes and insurance. Landlord shall pay, at Landlord's cost, the following:

i) Real estate taxes and special assessments for the Premises.

ii) comprehensive liability and property damage insurance coverage on the building and the premises, except as otherwise provided for herein. Landlord's insurance program will be in compliance with any requirements of lenders holding collateral interests in the Building.

Landlord shall make reasonable effort to provide the foregoing services and utilities, but the failure to furnish heat, air conditioning, water or electricity, elevator service, or cleaning resulting from causes beyond the Landlord's control shall not render Landlord liable for damages to persons

or property nor work as cause for rent abatement nor cause for nonfulfillment of the provisions. In no event shall Landlord be liable for damages, nor shall the Rent be abated, for any failure to furnish or any delay in furnishing any of the foregoing services when there are disturbances or labor disputes of any character, or by inability to secure electricity, fuel, supplies, machinery, equipment or labor, or by the making of necessary repairs or improvements to Premises, nor shall the temporary failure to furnish any of such services be construed as an eviction of Tenant. Landlord's making of necessary repairs or improvements to the Premises, or any temporary interruption of any services because of the making of necessary repairs or improvements to Premises, shall not be construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this lease.

8) ADDITIONAL RENT: In the event that the Operating Costs (as defined in subparagraph (iii) hereof) for any calendar year during Lease Term, or any renewal or extension thereof, exceed an amount equal to the Operating Cost during the first full calendar year that the Tenant occupies the Premises ("**Base Operating Cost**"), Tenant shall pay to Landlord, as Additional Rent, Tenant's *pro rata* share thereof. Such Operating Cost Excess shall be paid in the manner hereinafter set forth.

(i) **Adjustment to Monthly Base Rent.** If any Operating Cost Excess is due under the provisions of Section (8) hereof with respect to any calendar year beyond the first full calendar year that the Tenant occupies the Premises, Tenant shall pay, as Additional Rent for such calendar year, an amount equal to the amount which is the difference obtained by subtracting the Base Operating Cost per leasable square feet of the building from the said calendar year Operating Cost per leasable square feet, and then multiplied by the number of leasable square feet occupied by Tenant during said calendar year (the "**Operating Cost Excess**"). The Operating Cost Excess shall be due in a lump sum within twenty (20) days after Tenant's receipt of Landlord's statement therefor. Within ten (10) days following Landlord's notification to Tenant of the Operating Cost Excess, Tenant may request of Landlord backup documentation of the calculation of the Operating Cost Excess, and Landlord will provide to Tenant copies of bills, invoices and other information, in reasonable detail, showing the calculation of the Operating Cost Excess.

(ii) **Estimated Operating Cost Excess.** In lieu of computing and collecting the Operating Cost Excess in arrears as provided in paragraph (i) above, Landlord may elect to collect an estimated amount of the Operating Cost Excess during the calendar year. If Landlord so elects, then Landlord shall, prior to April 1st of any calendar year, calculate Landlord's estimated Operating Costs for the current calendar year, and calculate the amount of the Operating Cost Excess which is expected to be due during such year. Landlord shall notify Tenant of its estimate of the Operating Cost Excess for such calendar year. Four-twelfths (4/12ths) of such estimated Operating Cost Excess shall be due and payable within ten (10) days after Tenants' receipt of Landlord's notification, and one-twelfth (1/12th) of such estimated Operating Cost Excess shall be due and payable on the 1st day of each succeeding month thereafter for such calendar year. Within ninety (90) days after the end of such year, Landlord shall determine the actual amount of Operating Cost Excess due by reason of increased Operating Costs for such year. If the actual amount of Operating Cost Excess exceeds Landlord's prior estimates thereof, the difference shall be payable in a lump sum within ten (10) days after Tenant's receipt of Landlord's statement therefor. If the actual amount of such difference is less than Landlord's prior estimate thereof, Landlord shall refund the amount of any overpayment of Operating Cost Excess to Tenant or credit said amount against the next maturing installment of Operating Cost Excess payments, at Tenant's option.

(iii) **Operating Costs.** The "**Operating Costs**" shall include the actual and reasonable costs of management, maintenance and operation of the Building and the Premises incurred by Landlord, including but not limited to the cost of cleaning, utilities, water, air conditioning, heating, plumbing, electrical service, general maintenance contracts for maintaining lawns and

landscaping, drives, parking areas, building exterior and roofs, costs amortized over at least a five year period for capital improvements designed to conserve energy or expected to reduce utility costs, hazard and liability insurance, property taxes and special assessments, and all other costs which can properly be considered costs of operating and maintaining the Building, the Premises and surrounding areas. Operating Costs shall not, however, include the cost of property additions (other than those amortized over at least a five year period for capital improvements designed to conserve energy or expected to reduce utility costs; in each case, however in an amount not to exceed the reasonably estimated savings related to such conserved energy or reduced utility costs), alterations for tenants, leasing commissions, advertising, depreciation, interest, income taxes and administrative costs not specifically incurred in the management and operation of the Building and the Premises.

(iv) **End of Lease Term.** If the Expiration Date occurs during any year in which Operating Cost Excess is payable, Tenant's obligation to pay the Operating Cost Excess shall be applicable to only those months of the Lease Term prior to the Expiration Date. Operating Cost Excess shall be calculated, due and payable upon Tenant move-out.

9) REPAIRS AND ALTERATIONS: Tenant agrees that it will take good care of Premises and maintain the interior portions of the Premises in good condition, order and repair. Tenant shall not make or install any alterations or improvements to the Premises without the prior written consent of the Landlord. Tenant is responsible for permitting and any resulting infrastructure changes as required by City of Manhattan for any work done by agent or contractor. Permit must be issued prior to any alterations or improvements. Tenant agrees to save, indemnify and hold harmless Landlord from any and all costs, expenses, claims, liabilities, liens or demands of any kind, including those arising out of any work performed, materials furnished, or obligations incurred by or for Tenant upon the Premises. Tenant hereby waives any right to make repairs at Landlord's expense. Tenant shall not make changes to locks on doors or add, disturb or in any way change any plumbing or wiring without first obtaining the prior written consent of Landlord. All damage or injury done to Premises by Tenant or by any persons who may be in or upon Premises with the consent of Tenant shall be paid for by Tenant, and Tenant shall pay for all damage to the Premises caused by Tenant's misuse of Premises or the appurtenances thereto. Tenant shall pay for the replacement of doors of windows of Premises which are marred, cracked or broken by Tenant, its employees, agents, vendors or invitees, and Tenant shall not put any curtains, draperies or other hangings on or beside the windows in or on the outside of Premises without first obtaining Landlord's written consent. Landlord may make any alterations or improvements which Landlord may deem necessary for preservation, safety or improvement of the Building or the Premises. At the termination of this Lease, all alterations, additions and improvements, except fixtures installed by Tenant and which are removable by Tenant without damage to Premises, shall become the property of Landlord. Tenant shall, at the termination of this Lease by the expiration of time or otherwise, surrender and deliver the Premises to Landlord in as good a condition as when received by Tenant from Landlord, reasonable use and wear and damage by fire or other casualty excepted.

10) ENTRY AND INSPECTION: Tenant shall permit Landlord and its agents to enter into and upon Premises at any and all reasonable times for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving the Premises. When reasonably necessary, Landlord may close entrance doors, corridors, elevators or other facilities without liability to Tenant by reason of such closure and without such action by Landlord being construed as an eviction of Tenant or relieving the Tenant from the duty of observing and performing any of the provisions of this Lease. Landlord shall have the right to enter Premises for the purpose of showing the Premises to prospective tenants during a period of 180 days prior to the Expiration Date.

11) PARTIAL DESTRUCTION: In the event of the partial destruction of the Building or improvements located on the Premises by fire or any other casualty in which the cost of the

restoration or repair are less than 30% of the Building's fair market value, and so long as the restoration or repairs can be completed within 120 days after the occurrence of the partial destruction, Landlord shall diligently restore or repair the Building and any improvements owned by Landlord, to the condition they were in immediately prior to the date of the partial destruction. Tenant shall have the sole responsibility of repairing or replacing any improvements, fixtures or property owned by Tenant. If Tenant must relocate away from the Premises or reduce its percentage of occupancy of the Premises because of the damage or destruction, then a just and proportionate part of the Base Rent and other charges payable by Tenant shall abate from the date of such damage or destruction until Landlord completes its repair and restoration obligations hereunder. Tenant shall thereafter, or simultaneously therewith, diligently repair any damage to Tenant's improvements, fixtures and property.

12) SUBSTANTIAL DESTRUCTION: If the Premises shall be so damaged by fire or other casualty that the cost of the restoration or repair are greater than 30% of the Building's fair market value, or if the restoration or repairs cannot be completed within 120 days after the occurrence of the damage, then either party shall have the option to terminate this Lease by giving the other party written notice within 30 days after the date of such substantial destruction. Tenant shall have the sole responsibility of repairing or replacing any improvements, fixtures or property owned by Tenant. A just and proportionate part of the Base Rent and other charges payable by Tenant shall abate from the date of such damage or destruction until Landlord completes its repair and restoration obligations hereunder. Tenant shall thereafter, or simultaneously therewith, diligently repair any damage to Tenant's improvements, fixtures and property.

13) DEFAULTS: Any one of the following events shall be an "Event of Default" under this Lease:

- (i) Tenant fails to pay any installment of Base Rent or Additional Rent when due hereunder, or in the case of Additional Rent, in accordance with any written notice given by Landlord to Tenant.
- (ii) Tenant fails to perform any other covenant or condition of this Lease, other than payment of Rent or Additional Rent, and such failure continues for more than thirty (30) days after the date Landlord notifies Tenant in writing of such failure; except that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period and Tenant has within such period commenced such cure and thereafter diligently prosecutes the same to completion, then Tenant shall have such longer period as is reasonably necessary to cure the Event of Default, such period not to exceed ninety (90) days.
- (iii) Tenant files a voluntary petition in bankruptcy, or for reorganization under the federal bankruptcy laws or any state insolvency or receivership or similar law, or is a debtor in bankruptcy;
- (iv) Tenant makes an assignment for the benefit of creditors;
- (v) A receiver is appointed by a court of competent jurisdiction for Tenant's business; or
- (vi) Tenant abandons the Premises.

14) LANDLORD'S REMEDIES FOR TENANT'S DEFAULT: Upon the occurrence of any Event of Default, Landlord may elect (i) to terminate this Lease and accelerate the payment of all Rent which is due hereunder for the then remaining Lease Term in the absence of such termination, in which event Tenant shall immediately pay to Landlord a sum equal to any and all Rent that is then due and which will become due under this Lease for the balance of the Lease Term, or (ii) terminate Tenant's right of possession of the Premise without terminating this Lease, in which

event Landlord may, but is not required to, relet all or any part of the Premises as the agent of and for the account of Tenant upon such terms and conditions as Landlord may deem advisable, in which event the Rent received on such reletting shall be applied first to the expenses of reletting and collection, including necessary renovations and alterations of the Premises, reasonable attorney's fees and real estate commission paid, and thereafter to make payment of all Rent and Additional Rent due or to become due Landlord hereunder. In the latter event, if a sufficient sum shall not be thus realized to pay all amounts due and to become due from Tenant, then Tenant shall pay Landlord any deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise. Alternatively, Landlord may declare the entire amount due at once, and may have legal remedies against Tenant for collection of the entire amount.

The parties agree the venue for any dispute which arises under this Lease shall be either in the District Court of Riley County, Kansas located in Manhattan, Kansas, or in the Federal District Court for the District of Kansas in Kansas City, Kansas. The parties agree that this venue agreement shall be exclusive and that no other courts shall have jurisdiction in any proceeding which may be filed over any dispute arising under this Lease.

In the event of any Event of Default, Tenant shall remove all of Tenant's personal property located on the Premises and, upon Tenant's failure to do so within five (5) days after Landlord's request, Landlord may re-enter the Premises by force, summary proceedings or otherwise, and remove all persons and their effects therefrom without being liable to prosecution therefor. In addition, Landlord shall have any and all other remedies available by Landlord at law or equity for the enforcement of its rights hereunder. Any action or notice by Landlord shall not be taken to be a termination of this Lease unless specifically so stated.

15) LIABILITY OF LANDLORD; MECHANIC'S LIENS: The Landlord shall not in any event be responsible for loss of property from or for damage to persons or property occurring in or about the Premises, however caused, which are not the intentional and willful act of the Landlord, and particularly not for any damage from steam, gas, electricity, water, plumbing, rain, snow, leakage, breakage or overflow, whether originating in the Premises, the premises of other tenants, or any part of the Building whatsoever.

This Lease does not require Tenant to improve the Premises or construct any improvements or additions on the Premises. Any improvements or additions to the Premises which Tenant might make or permit are for the sole use of Tenant and will not benefit Landlord's reversion. No mechanic's liens arising from any construction, installations or alterations to or in connection with the Premises which may be undertaken by Tenant shall subject the Premises to any mechanic's liens or other claims arising from any nonpayment therefor. Tenant is not, and shall not be deemed to be, the agent of Landlord in contracting or arranging for any improvement of the Premises or any construction on the Premises. In the event that Tenant repairs or rebuilds the Property due to a casualty damage, Tenant shall promptly pay all bills for labor and material, and shall defend and indemnify the Landlord and its employees, agents, contractors, vendors and insurers, and save them harmless from and against from any and all claims, assertions, liens, litigation and other costs and expenses arising in connection with or related in any way to any activities of Tenant relating to any construction, installations, repairs or alterations to or in connection with the Premises.

Tenant shall defend and indemnify Landlord and its employees, agents, contractors, vendors and insurers, and save them harmless from and against any and all liability, damages, costs or expenses, including attorney fees, arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises. Nothing herein, however, shall be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the gross negligence of Landlord or of any officer, contractor, licensee, agent, servant, employee, guest, invitee, or visitor of Landlord.

Regardless of whether the loss or damage is due to the negligence of either of said parties, their agents or employees, or any other cause, Landlord and Tenant each hereby release and relieve the other from responsibility for, and waive its entire claim of recovery for (i) any loss or damage to the real or personal property of either located anywhere in Premises an including, without limitations, any structures therein, arising out of or incident to the occurrence of any of the perils which may be covered by the fire and lightning insurance policy, with extended coverage endorsement, in common use of the State of Kansas, if (ii) loss resulting from business interruption at Premises or loss of rental income from Premises arising out of or incident to the occurrence of any of the perils which may be covered by the fire and lightning insurance policy, with coverage endorsement, in common use in the locality, to the extent that such risks under (i) and (ii) are in fact covered by insurance. Each party shall cause its insurance carrier to consent to such waiver all rights of subrogation against the other party.

16) INSURANCE: Tenant agrees to procure and maintain, at Tenant's sole cost and expense, a policy of comprehensive liability and property damage insurance (for Tenant's personal possessions in Premises and Tenant Improvements as defined in Exhibit E) under which the Landlord and Tenant are named as insured and under which the Insurer agrees to indemnify Landlord to hold it harmless from and against all costs, demands, causes of action, suits or judgments including expenses and/or liability arising out of or incurred in connection therewith, for death or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the Premises by Tenant, its agents, employees or invitees. Each such policy shall be in standard form generally in use in the State of Kansas with insurance companies having a "Best" rating of A+ Class X and authorized to do business in said state. Each such policy and each renewal thereof shall be non-cancelable with respect to Landlord except upon thirty (30) days written notice to Landlord and a Certificate of Insurance thereof shall be delivered to Landlord. The minimum limits of such insurance shall be at least \$500,000 per person and \$1,000,000 per accident for injuries or damages to persons, and not less than \$1,000,000 for general liability coverage. The Property Damage Insurance shall be of a sufficient amount to cover the replacement cost of the Tenant's personal possessions in the Premises and the Tenant's improvements.

17) SURRENDER OF POSSESSION: Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender Premises to Landlord. In the event Tenant remains in possession of the Premises after the expiration of the tenancy created hereunder, and without the execution of a new lease, it shall be deemed to be occupying said Premises as a tenant from month-to-month, at twice the fixed monthly base rent at the time of termination of this Lease, subject to all other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

18) COSTS AND ATTORNEY'S FEES: If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorney's fees and expenses.

19) NON-WAIVER: Waiver by Landlord of any breach of any term, covenant or condition herein contained or attached hereto as an Exhibit shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant for condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

20) ASSIGNMENT AND SUBLETTING: Tenant shall not assign, transfer or encumber this Lease or any interest therein, or sublet the Premises or any part thereof, or allow any other occupant to come in with or under Tenant, without first obtaining the prior written consent of Landlord. If

Tenant is a corporation, then any transfer of this lease by merger, consolidation or liquidation or any changes in the ownership of, or power to vote the majority of its outstanding voting stock, shall constitute an assignment for purposes of this article, Consent to any such assignment or subletting shall not operate as a waiver of the necessity for a consent to any subsequent assignment of subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

If Tenant shall request Landlord's consent to an assignment of this Lease or to a subletting of the whole or any part of the Premises, Tenant shall submit to Landlord with such request the name of the proposed assignee or subtenant, such information concerning its business, financial responsibility and standing as Landlord may reasonably require, and the consideration to be paid for and the effective date of the proposed assignment of subletting. Upon receipt of such request and all such information, Landlord shall have the right, exercisable by notice in writing within fourteen (14) days thereafter, (i) to terminate this Lease if the request is for an assignment or a subletting or a subletting of all the Leased Premises, or (ii) if such request is to sublet a portion of the Leased Premises only, to terminate this Lease with respect to such portion. If Landlord exercises its rights hereunder, the effective date of the proposed assignment or subletting not later than ninety (90) days thereafter.

Further, Tenant shall continue to pay the Rent specified in Section (4) hereof to Landlord until the effective date of cancellation, on which date it will surrender possession of the Premises or the position thereof subject to the right of cancellation. If this Lease shall be canceled as to a portion of the Premises only, the Rent specified in said Section (4) shall be abated proportionately.

If Tenant shall request Landlord's consent to an assignment or subletting of this Lease, and Landlord shall consent thereto, an amount equal to any consideration paid Tenant by the assignee or subtenant shall be payable by Tenant to Landlord. If Tenant requests Landlord's consent to a subletting of the Premises or any part thereof and Landlord shall consent thereto, the Base Rent to be paid Landlord by Tenant for the premises sublet shall be the greater of the monthly Base Rent payable under Section (4) hereof or that monthly rental paid Tenant by its subtenant for such premises.

If Tenant wishes to assign or sublet the Leased Premises, or any portion thereof, and wishes to use a real estate broker to secure an assignee or subtenant, Tenant agrees to use the real estate broker then representing Landlord as Tenant's exclusive agent for such purposes, and to continue to use such broker so long as it is diligently seeking an assignee or subtenant.

Tenant shall not permit the Lease or the leasehold estate created hereby to become vested in or owned by any person, firm or corporation by operation of law and otherwise. Any assignment or attempted assignment or any sublease or attempted sublease of this Lease without the prior written consent of Landlord shall constitute a breach hereof, and Landlord may, at its option, at any time thereafter, declare Tenant to be in default.

All of the covenants, agreements, terms and conditions contained in this Lease, shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors and administrators, successors and assigns.

21) PRIORITY: Tenant agrees that his Lease shall be junior and subordinate to any and all ground lease which may now or hereafter be made with respect to the Premises and to any and all renewals, replacements and extensions thereof. Tenant further agrees that this Lease shall be junior and subordinate to any and all mortgages and deeds of trust which may now or hereafter be made with respect to the Premises, including any interest thereon and all renewals, replacements and extensions such mortgagee or ground landlord or both may require in order to evidence the priority over this Lease of the mortgage. In addition, Tenant hereby agrees to execute any estoppel certificates that may from time to time be required by such ground landlord

or mortgagee or both, within ten (10) days after a written request from Landlord. In the event a sale under the mortgage covering the Premises, or the foreclosure by suit or any such mortgage or deed of trust or the surrender, expiration, cancellation or other termination of the ground lease results in the termination by operation of law or otherwise of Tenant's interest under this Lease, then upon the request of the successor in interest to Landlord's interest in the Premises, Tenant covenants and agrees to execute an instrument in writing satisfactory to such successor in interest whereby Tenant attorns to such successor in interest.

22) CONDEMNATION: If any part of the Premises is condemned for a public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, this Lease, as to the part so taken, shall terminate as of the date title shall vest in the condemnor, and the Rent payable hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term only such portion of such Rent as the value of the part remaining after condemnation bears to the value of the entire Premises at the date of condemnation; but in either such event Landlord shall have the option to terminate this Lease as of the date when title to the part so condemned shall belong and be paid to Landlord. Landlord shall have the sole right to any and all condemnation awards, payments, reimbursements, or payments in lieu of condemnation, which may be payable from any condemning authority. However, nothing herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made directly by such condemning authority to Tenant for the taking of personal property or fixtures belonging to Tenant, for the interruption of or damage to Tenant's business or for Tenant's moving expenses, provided that no such payment dilutes or diminishes the amount of the condemnation award or payment being made to Landlord.

23) NOTICES: All notices under this Lease shall be in writing and delivered in person, email, or sent by registered or certified mail sent to notice address as per the Lease Summary at or to such other new address as either party shall designate by written notice.

24) CONSTRUCTION: The titles to paragraphs and/or section of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof. This Lease shall be construed and governed by the law of the State of Kansas and if any provision or provisions of this Lease shall be unlawful then such provision or provisions shall be null and void, but the remainder of the Lease shall remain in full force and effect and binding on both the Landlord and the Tenant.

25) SECURITY DEPOSIT: Concurrently with its execution of this Lease, Tenant shall deliver to Landlord a sum equal to the monthly Base Rent amount per the Lease Summary, as security for the performance by Tenant of every covenant and condition of this lease. Said deposit may be commingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply the whole or any part of such security deposit to the payment of any sum in default or any other sum which Landlord may be required to spend by reason of Tenant's default. Should Tenant comply with all of the covenants and conditions of this Lease, the security deposit or any balance thereof shall be returned to Tenant at the expiration of the term thereof. In the event of foreclosure or deed in lieu of foreclosure, the holder of the mortgage shall not be liable to the Tenant, its successors or assigns, for any security deposit required by Landlord.

26) FORCE MAJEURE: Landlord shall be excused from performing any obligation or undertaking provided in this Lease in the event and/or so long as the performance of any such obligation is prevented or delayed, retarded or hindered by Act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure equipment, facilities, materials or supplies in the open market, failure of power, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of

government or civil or military authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of Landlord.

27) TRANSFER OF LANDLORD'S INTEREST: The term "Landlord" as used in this lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owners at the time in question of the fee simple interest in the Premises. In the event of a transfer of Landlord's interest, then the party conveying said Landlord's interest shall be automatically relieved after the date of such transfer, of all personal liability as respects the performance of any obligations on the part of Landlord contained in this Lease arising out of acts thereafter occurring or covenants thereafter to be performed, it being intended hereby that all the obligations contained in this Lease on the part of the Landlord shall be binding upon Landlord.

28) REVISIONS, ADDENDUMS, AND RELEASES: Any revisions, addendums, or releases must be in writing and executed by both parties, thereby becoming a part of this Lease in order to be binding.

29) ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not less than ten (10) days prior written notice by Landlord to execute, acknowledge, and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (ii) stating the dates to which the Rent and other charges hereunder have been paid by Tenant, and (iii) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement, or condition contained in this Lease, and if so, specifying any such default of which Tenant should be sent pursuant to Section (23) of this Lease. Any such statement delivered pursuant hereto may be relied upon by any owner of the Building, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest hereunder, any prospective assignee of any such mortgage or any purchaser or Landlord, actual or prospective, of the underlying land upon which the Building is located.

30) ATTORNMENT: Tenant agrees that in the event of a sale, transfer or assignment of the Landlord's interest in the Building or any part thereof, including the Premises, or in the event that any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Landlord covering the Building or any part thereof, including the leased Premises, or in the event of a cancellation or termination of any ground or underlying lease covering the building or any part thereof, including the Premises, to attorn to and to recognize such transferee, purchaser, ground or underlying landlord or mortgagee as its landlord under this Lease.

31) NO PARTNERSHIP: Nothing contained in this Lease shall be deemed or construed to create a partnership or a joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

32) NO REPRESENTATIONS BY LANDLORD: Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises or building except as herein expressly set forth, and no rights, privileges, easements or licenses are required by Tenant as except as herein expressly set forth. The Tenant, by taking possession of the Premises, shall accept the same "as is" unless otherwise specified in this Lease, in such taking of possession shall be conclusive evidence that the Premises are in good and satisfactory condition at the time of such taking of possession.

33) DISCLOSURE: THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH KANSAS REAL STATE LAWS AND RULES AND REGULATIONS. The following real estate brokerage relationships are available in Kansas. The brokers involved in this Lease Agreement have

disclosed to both Landlord and Tenant their brokerage relationship per the Lease Summary. The Landlord and Tenant acknowledge that this disclosure was previously given to them.

- a) **Seller/Landlord Agency Only.** (*Buyer/Tenant not represented*) Listing Broker and Listing/Selling Agent are acting as agent for Seller/Landlord only ("Seller's Agent") and not as agent for Buyer/Tenant. Buyer/Tenant is not represented.
- b) **Buyer/Tenant Agency Only.** (*Seller/Landlord not represented*) Selling Broker and Selling Agent are acting as agents for Buyer/Tenant only ("Buyer's Agents") and not as agent for Seller/Landlord. Seller/Landlord is not represented.
- c) **Separate Single Agency.** (*Seller/Landlord and Buyer/Tenant each have separate agents*) Listing Broker and Listing Agent are acting as agent for Seller/Landlord only ("Seller's Agents") and not as agent for Buyer/Tenant. Selling Broker and Selling Agent are acting as agent for Buyer/Tenant only ("Buyer's Agents") and not as agent for Seller/Landlord.
- d) **Seller/Landlord Sub-Agency.** (*Buyer/Tenant not represented*) Listing Broker and Listing Agent are acting as agent for Seller/Landlord only ("Seller's Agents") and not as agent for Buyer/Tenant. Selling Broker and Selling Agent are acting as agent for Seller/Landlord only ("Seller's Sub-Agents") in cooperating with Listing Broker and Listing Agent and not as agent for Buyer/Tenant. Buyer is not represented.
- e) **Designated Agency.** Listing Agent is acting as agent for Seller/Landlord only ("Seller's Agent") and not as agent for Buyer/Tenant. Selling Agent has been designated by Broker to act as legal agent for Buyer/Tenant only ("Designated Agent") and not as agent for Seller/Landlord. Broker is acting in a limited capacity.
- f) **Transaction Broker.** Broker and his/her affiliated licensees assist one more parties without being an agent for advocate for the interests of any party to the transaction. A broker, acting as a Transaction Broker, is not an agent for either Landlord or Tenant and does not advocate the interests of either party, but is responsible for assisting both parties in closing the transaction. A Transaction Broker has the following rights and obligations:
 - A) **MATTERS THAT CAN BE DISCLOSED.** Except as provided in B below, licensees acting as a Transaction Broker regarding the lease of commercial property may disclose the following information unless prohibited by the parties:
 - (1) That a Tenant is willing to pay more than the lease rate offered for the property;
 - (2) That a Landlord is willing to accept less than the lease rate for the property;
 - (3) What motivating factors are for any party leasing the property; or
 - (4) That a Landlord or Tenant will agree to financing terms other than those offered.
 - B) **MATTERS THAT CANNOT BE DISCLOSED.** Licensees acting as a transaction Broker shall not disclose any information or personal confidences about a party to the transaction which might place the other party at an advantage over the party unless the disclosure is required by law or failure to disclose such information would constitute fraudulent misrepresentation.
 - C) **NO DUTY TO INVESTIGATE.** Licensees acting as a Transaction Broker have no duty to conduct an independent inspection of the property for the benefit of any party to the transaction; to independently verify the accuracy or completeness of statements made by the Landlord, Tenant or qualified third party inspectors; to conduct an independent

investigation of the Tenant's financial condition; or to verify the accuracy or completeness of any statement made by the either party.

- D) DUTY TO DISCLOSE MATERIAL FACTS. Licensees acting as a Transaction Broker have the same duty to disclose material facts as a seller's, Landlord's or Tenant's agent.

34) SEVERABILITY OF PROVISIONS: If any clause or provision of this Lease shall be determined to be illegal, invalid, or unenforceable under the present or future laws effective during the term hereof, then and in that event it is agreed by the parties hereto that the remainder of this Lease shall not be effected thereby and it is also agreed that in place of any such clause or provision there be added as a part of this Lease a clause or provision and similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

35) BENEFITS AND BURDENS: The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, permitted successors and permitted assigns. Landlord shall have the right, at any time and from time to time, to freely and fully assign any or all part of its interest under this Lease, for any purposes whatsoever. Neither Landlord nor any owner of any interest in Landlord, whether disclosed or undisclosed, shall be under any personal liability with respect to any of the provisions of this Lease. If Landlord is in breach or default with Landlord's obligations under or in connection with this Lease or otherwise, Tenant shall look solely to the equity of the Landlord in the leased Premises for the satisfaction of the Tenant's remedies.

36) RELOCATION: Landlord, at Landlord's expense, shall have the sole right to relocate Tenant to any comparable space in the building upon giving ninety (90) days prior written notice and paying all reasonable cost associated with said relocation.

37) MODIFICATIONS TO LEASE: Any Lease modification, by either Landlord or Tenant, including, but not limited to, changes, revisions, deletions or amendments must be in writing and executed by both the Landlord and Tenant.

38) ENVIRONMENTAL AGREEMENTS:

a) Prohibited Activities. Throughout the Lease Term, the Tenant and Tenant's agents, contractors and employees shall not engage in any of the following prohibited activities, and Tenant shall use its best and diligent efforts to see that Tenant's invitees and tenants, and such tenants' employees, agents, and invitees, shall not: (i) cause or permit any release, discharge or threat of release of Hazardous Material on or from the Premises or any portions of the Building or Complex; (ii) cause or permit any manufacturing, transporting, spilling, leaking, use, handling, storage or dumping of any Hazardous Material in or on any portion of the Premises; or (iii) cause or permit any violation of any of the Hazardous Materials Laws.

b) Compliance With Laws. Tenant and its agents, contractors and employees shall comply, and cause the Premises to comply, with all laws, ordinances, rules, and regulations of all authorities having jurisdiction over the Tenant, the Premises, or the use of the Premises and pertaining to any Hazardous Material.

c) Remediation. If Hazardous Material is discovered on the Premises, Tenant shall pay immediately when due the cost of removal of any Hazardous Material from the Premises in compliance with all governmental requirements, and keep the entire Premises free of any lien imposed pursuant to any laws, regulations, or orders of any governmental or regulatory authority having to do with the removal of Hazardous Material. Upon demand of Landlord, Tenant shall obtain and deliver to Landlord a bond, letter of credit, or similar financial assurance for the benefit of Landlord, evidencing, to Landlord's satisfaction in its sole discretion, that the necessary funds are available to pay the cost of removing, treating, and disposing of all Hazardous Material

on the Premises or any contamination caused thereby, and discharging any assessments or liens which may be established on the Premises as a result thereof.

d) Notifications. Tenant covenants to promptly (i) give written notice to Landlord upon Tenant's acquiring knowledge of the presence of any Hazardous Material on the Premises or the Building, or of any Hazardous Material contamination thereon, with a full description thereof; (ii) advise Landlord in writing of any notices received by Tenant or Tenant's agents, contractors, authorized representatives and employees, concerning any claims of Hazardous Material or contamination thereof, or violation or potential violation of any Hazardous Material Laws; (iii) advise Landlord in writing of any and all claims made or threatened by any third party relating to any claims of Hazardous Material in any way associated with, on, in, under or in the vicinity of the Premises, or of any enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened with respect to the Premises, the Building; (iv) advise Landlord in writing upon Tenant's discovery or any discovery by Tenant's agents, contractors, authorized representatives and employees, of any occurrence or condition which may cause the Premises to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Material Laws.

e) Landlord's Remediation Rights. Landlord shall have the right, but not the obligation, to cause all Hazardous Material and Hazardous Material contamination found on or in the Premises to be removed therefrom or otherwise remediated in such manner as may be necessary or desirable in the sole judgment of Landlord. In such event, the cost of the removal, including all expenses, charges, and fees incurred by Landlord in connection therewith, including attorneys', engineers', and consultants' fees, shall be payable by Tenant on demand, and shall bear interest at the rate applicable to delinquent rent payments in Section 4 herein, from the date advanced until paid. Tenant hereby grants to Landlord, its agents, contractors authorized representatives and employees, full right and authority to enter upon the Premises and to remove any such Hazardous Material and Hazardous Material contamination from the Premises.

f) Environmental Audits. If at any time Landlord has reasonable cause to believe that an environmental condition in violation of this Lease exists, Landlord may notify Tenant in writing that it desires a site assessment or environmental audit ("Audit") of the Premises to be made, and at any time thereafter cause such Audit to be made of the Premises at Tenant's sole expense. Tenant covenants to reasonably cooperate with the persons conducting the Audit. Tenant agrees to comply, at its sole cost and expense, with all recommendations contained in the Audit.

g) Environmental Indemnification. Tenant shall defend, indemnify and hold Landlord (including the respective successors, assigns, employees, agents, members, partners, officers and directors of Landlord) harmless from, any and all actions, loss, liability, damage, cost or expense occasioned by, resulting from, or consequent to (i) any Hazardous Material or Hazardous Material contamination on the Premises; (ii) any releases or discharges of Hazardous Material from the Premises; (iii) any manufacturing, transporting, spilling, leaking, use, handling, storage or dumping of Hazardous Material on or at the Premises; (iv) any violation of this Lease, and (v) any violation of Hazardous Material Laws. The expense which is covered by this indemnity shall include all foreseeable consequential damages; the costs of any required or necessary repair, cleanup or detoxification of the Premises, including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans; damage to any natural resources; and all reasonable costs and expenses incurred by Landlord in connection with the above.

h) Definitions. As used herein, the term "Hazardous Material" means any radioactive, hazardous, or toxic substance, material, waste, chemical, or similar item, the presence of which on the Premises, or the discharge, emission, release, or threat of release of which on or from the Premises, is prohibited or otherwise regulated by any Hazardous Material Laws, or which require special handling in collection, storage, treatment, or disposal by any such laws or requirements. The term Hazardous Material includes, but is not limited to, any material, substance, waste or similar item which is now or hereafter defined as a hazardous material or substance under any of the Hazardous Material Laws. The term "Hazardous Material Laws" means any and all laws,

ordinances, statutes, codes, rules, regulations, requirements, orders and decrees of the United States, the State in which the Premises are located, and all local or governmental or regulatory authorities exercising jurisdiction over Tenant or the Premises, including without limitation the Federal Water Pollution Control Act (33 U.S.C. § 1317, et seq.), the Federal Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6901, et seq.), the Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. § 9601, et seq.), and the Toxic Substances Control Act (TSCA) (15 U.S.C. § 2601, et seq.), any rules or regulations adopted by any administrative agency, including, but not limited to, the Environmental Protection Agency, the Occupational Safety and Health Administration, and any similar state or local agency having jurisdiction over the Premises, whether or not such rules and regulations have the force of law.

i) **Removal Costs.** If Hazardous Material is discovered on the Premises, Tenant shall pay immediately when due the cost of removal of any Hazardous Material from the Premises in compliance with all governmental requirements, and keep the entire Premises free of any lien imposed pursuant to any laws, regulations, or orders of any governmental or regulatory authority having to do with the removal of Hazardous Material. Within third (30) days after demand by Landlord, Tenant shall obtain and deliver to Landlord a bond, letter of credit, or similar financial assurance for the benefit of Landlord, evidencing, to Landlord's satisfaction in its sole discretion, that the necessary funds are available to pay the cost of removing, treating, and disposing of all Hazardous Material on the Premises or any contamination caused thereby, and discharging any assessments or liens which may be established on the Premises as a result thereof.

j) **Affirmative Covenants.** Tenant covenants to (a) give written notice to Landlord immediately upon Tenant's acquiring knowledge of the presence of any Hazardous Material on the Premises or of any Hazardous Material contamination thereon, with a full description thereof; (b) promptly advise Landlord in writing of any notices received by Tenant or Tenant's agents, contractors, authorized representatives and employees, alleging that the Premises contains Hazardous Material or contamination thereof, or that a violation or potential violation of any Hazardous Material laws, ordinances, rules or regulations by Tenant, its agents, the Premises exists; (c) promptly advise Landlord in writing upon discovery of any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened with respect to the Premises or any real estate adjoining the Premises; (c) promptly advise Landlord in writing of all claims made or threatened by any third party against Tenant, Tenant's agents, contractors, authorized representatives and employees, the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Material pertaining to the Premises; and (d) promptly advise Landlord in writing upon Tenant's discovery or any discovery by Tenant's agents, contractors, authorized representatives and employees, of any occurrence or condition on any real property adjoining or in the vicinity of the Premises which does, or could, cause the Premises, or any part thereof, to contain Hazardous Material or otherwise be in violation of any Hazardous Material laws, ordinances, rules or regulations, or cause the Premises to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Material laws, ordinances, rules or regulations.

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SIGNATURE OF LANDLORD & TENANT

This Lease Agreement and the Exhibits, Addendums, or other attachments as per the Lease Summary, constitutes the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by the Landlord and the Tenant after the date hereof. If there is more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally. This Lease Agreement is entered into and effective on the date last signed. THIS CONTRACT IS A LEGALLY BINDING DOCUMENT. IF NOT UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY.

In executing this Lease, the persons who are signing as the authorized representative of both of the parties below personally warrant and represent that they are the duly elected officers or representatives of such parties in the capacities described below, and that they have been duly authorized to sign this Lease and to carry out all agreements herein on behalf of such entity, by all appropriate action of the corporation, limited liability company, trust or other entity described below.

LANDLORD:

1960 KIMBALL, LLC

BY: _____

Date

Sherilyn McRell, Manager

TENANT:

TARGON, LLC

BY: _____

Date

Print Name: _____

Print title: _____

Exhibit A
Legal Description

Lot 1, KSU Foundation Addition, Unit 3, to the City of
Manhattan,
Riley County, Kansas;
Subject to easements, restrictions, tenancies, interests,
reservations and rights of way of record.

The "Building" described in this Lease Agreement is the third (3rd) building,
or Phase III, in the KSU Office Park, Manhattan, KS

draft

Exhibit B
NEW MARKETS TAX CREDIT RIDER

THIS NEW MARKETS TAX CREDIT RIDER (this "**Rider**") is made and entered into as of _____, by and between **TARGON, LLC** ("**Tenant**") and **1960 KIMBALL, LLC**, a Kansas limited liability company ("**Landlord**").

1. **Tenant Prohibited Activities.** Tenant represents and warrants that during the term of the Lease, it will not engage in any of the following prohibited activities in connection with the Premises: (1) the rental to others of residential rental property (as defined in Section 168(e)(2)(A) of the Tax Code); (2) the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, any race track or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; (3) [intentionally omitted]; (4) farming (within the meaning of Section 2032A(e)(5)(A) or (B) of the Tax Code); (5) any type of sexually oriented business, adult entertainment or adult bookstore; including, but not limited to, any facility selling or displaying adult or pornographic books, literature, videotapes or materials in any medium, or any facility providing adult entertainment or other adult services (for purposes of this limitation, materials or activities shall be considered "adult" or "pornographic" if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality); (6) escort services, dating services, or similar matchmaking or companion services; (7) without limitation of (2) above, bingo or similar games of chance; (8) the sale of any firearms, ammunition or weapons, or a shooting gallery of any type; (9) the sale of fireworks, except as an incidental part of another primary business; (10) pawn shops, pawn brokers, car title lenders (which, for purposes of this limitation, will not include auto loans made by a state or federally chartered bank or thrift), or any similar type of lending activity; (11) check cashing services, except as an incidental part of another primary business or incident to the banking activities of a state or federally chartered bank or thrift; (12) bail bond services of any kind, or any activities of a bail bond agent; (13) the sale, distribution, marketing, or production of medical marijuana, medical cannabis or any constituent cannabinoids such as THC (this limitation applies broadly, regardless of whether the activity is conducted by collectives, collective caregivers, co-ops, growers, or any other entity or organization.); (14) the sale, distribution, or manufacture of any type of drug paraphernalia; (15) tattoo parlors or any establishment that performs tattooing; (16) pay day lending activities, pay day advances, pay check advances, or any similar type of lending activity; and (17) a bar, restaurant or other establishment, the principal business of which is the sale of alcohol for consumption on- premises (for purposes of this limitation, an establishment shall be considered to have the sale of alcohol for consumption on-premises as a principal business if alcohol sales amount to fifty per cent (50%) or more of the establishment's gross receipts in any month). For the avoidance of doubt, the parties acknowledge and agree that "massage parlor" shall mean and include any massage or massage-related activities, and that "facility used for gambling" shall mean and include any business that includes the sale of lottery tickets or the sale or operation of any pull-tab machines, bingo or other games of chance.

2. **Tenant Alcohol Sales Restrictions.** In the event that Tenant's Permitted Uses include the provision of the sale of beer, wine, and/or liquor ("**Alcohol Sales**"), Tenant hereby represents and warrants as follows:

a. Tenant acknowledges that the provision of Alcohol Sales on the Premises without the express, prior authorization from Landlord are strictly prohibited.

b. All revenue received by Tenant from Alcohol Sales for off-premises consumption ("**Off-Premises Consumption Sales**") will not exceed twenty-five percent (25%) of Tenant's total gross revenue derived from the Premises on an annual basis.

c. Tenant's use of the Premises for Off-Premises Consumption Sales, including, without limitation, the marketing and display thereof, will not exceed more than twenty-five percent (25%) of the total useable square footage of the Premises.

d. Any and all of Tenant's product inventory related to Off-Premises Consumption Sales on the Premises will not exceed twenty-five percent (25%) of the total, aggregate value of all of Tenant's inventory of goods and products for sale at the Premises.

e. Upon request from time to time, Tenant shall certify to Landlord in writing the total useable square footage of the Premises used for Off-Premises Consumption Sales, its total gross revenue derived from the Premises, the percentage of such revenue attributable to Off-Premises Consumption Sales, and the percentage of its product inventory related to Off-Premises Consumption Sales.

3. Miscellaneous.

a. Governing Law. This Rider shall be governed by and construed in accordance with the laws of the State of Kansas.

b. Severability. If any provision of this Rider shall be deemed invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Rider shall not be in any way impaired.

c. Attorney's Fees. If legal proceedings are commenced between Tenant and Landlord in connection with this Rider and/or any transaction contemplated hereby, the non-prevailing party shall be required to reimburse the prevailing party for all legal fees, costs and expenses incurred by the prevailing party in connection therewith.

d. Incorporation of Rider into Lease. The parties hereby covenant and agree that this Rider must be attached to and is a material and non-severable part of the Lease.

e. Breach of Rider. If Tenant shall breach any representation, warranty or obligation under this Rider, such breach shall constitute an Event of Default (as such term is defined in the Lease) under the Lease.

[SIGNATURE PAGE FOLLOWS]

Signature Page to New Markets Tax Credit Rider

IN WITNESS WHEREOF, the undersigned have executed this Rider as of the day and year first above written.

TENANT: TARGON, LLC

By: _____

Name: _____

Title: _____

LANDLORD: 1960 KIMBALL, LLC, a Kansas limited liability company

By: _____

Name: _____

Title: _____

Exhibit C

Policies and Procedures

1. Tenant shall not inscribe any inscription or post, place, or in any manor display any sign, notice, picture, placard or poster, or any advertising matter whatsoever, anywhere in or about Premises at places visible (either directly as an outline or shadow on a glass pane) from anywhere outside of the Premises or from public and common areas within Premises without first obtaining Landlord's written consent thereto and Landlord shall specify the color, size, style and material to be used. No showcase shall be placed in front of or in the lobbies or corridors of the Premises and Landlord reserves the right to remove all showcases so placed and all signs other than those above provided for, without notice and at the expense of the Tenant responsible.

2. All exterior and interior signs on corridor doors must be installed by Landlord or someone designated by it and the actual cost thereof shall be paid by the Tenant and all such signs are so placed at the risk of the Tenant.

3. If a Tenant desires telegraphic or telephonic connections, the Landlord will direct the electricians as to where the wires are to be introduced and without such direction no boring or cutting of wires shall be permitted.

4. The Landlord retains the power to prescribe the weight and proper position of safes and mechanical equipment. All safes, furniture, boxes and bulky articles and packages shall be moved into or out of said building or from one part of the building to another under supervision of Landlord and at such times and according to such regulations as may be designated from time to time by Landlord and at the entrance designated by the Landlord and each tenant shall be responsible for all damage to the walls, floors or other parts of the building caused by or connected with any moving or delivery into or removal from the building of any safe, furniture, boxes or bulky articles while in the building at Tenant's insistence but no moving out shall occur without the written consent of the Landlord in each instance. The premises shall not be overloaded. No engine or boiler or other machinery shall be put upon the premises by any Tenant.

5. No Tenant shall do or permit anything to be done in said Premises which will be dangerous to life, or limb, or which will tend to create a nuisance or injure the reputation of the building or use anything except that which is provided by or approved by Landlord in lighting or heating said Premises; or bring into the premises or keep therein any heating or lighting apparatus other than that provided by Landlord; or install any air conditioning or air cooling apparatus without the written consent of Landlord; or in any way injure or annoy other Tenants, or conflict with the laws relating to fire safety, or with the regulations of the Fire Department, or with any insurance policy upon said building or any part hereof, or conflict with any of the laws, rules or regulations of any government agency or municipality having jurisdiction, or use the premises for an illegal or immoral purpose, and no beer, wine or intoxicating liquor shall be sold in said building without the written consent of the Landlord in each instance.

6. The sidewalk, passages, lobbies, corridors, elevators and stairways shall not be obstructed by Tenant, or used except for ingress and egress from and to offices or store room. No bicycles or scooters are to be operated in or brought into the building; exterior racks are provided for storage at Tenant's risk.

7. The doors, skylights, windows and transoms that reflect or admit light into passageways or into any place in said building shall not be covered or obstructed by Tenant. The water closets and other apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. Any damage resulting to them from misuse shall be borne by Tenant who shall cause it.

8. Tenant and its employees and guests are not to injure or deface the building nor the woodwork, nor the walls of the premises, nor to carry on upon the premises any noisome, noxious, noisy or offensive business nor conduct any auction therein; nor interfere in any way with the other Tenants or those having business with them.

9. No room or rooms shall be occupied or used as sleeping or lodging apartments.

10. Tenant shall, when leaving premises at close of business, or unoccupied at any time, lock doors and for any default or carelessness in this respect shall make good all injury sustained by other Tenants and by the Landlord or by either of them, for damages resulting from such default or carelessness.

11. No animal or bird shall be allowed in any part of the building without the consent of the Landlord.

12. Any person or persons, other than the janitor or janitress of Landlord, who shall be employed for the purpose of cleaning premises shall be employed at Tenant's cost and Landlord shall in no way be responsible for any loss of property on or from the premises, however occurring, or any damage done to the furniture by the janitor or janitress furnished by the Tenant or anyone under him. Tenant will report any lack of attention in the service of the building to the Landlord.

13. No Tenant shall accumulate or store in the premises covered by this lease any waste paper, discarded records and/or paper files, sweepings, rags, rubbish or other combustible matter. Nothing shall be thrown by Tenant, their employees or guests, out of the windows or doors or down the passages or skylights or over balcony rails of the building.

14. The Landlord reserves the right to exclude from the building all drunken persons, idlers and diseased persons, peddlers, solicitors and generally persons of a character or conduct to create disturbance and persons entering in crowds or in such unusual numbers as to cause inconvenience to the tenants of the building.

15. Tenant shall be bound by the covenants, if any, binding upon the property upon which the building is situated.

16. Tenant and Tenant's agents, guests, employees, and contractors shall park in designated tenant and visitor parking areas only and shall adhere to parking rules and regulations as stipulated from time to time by Landlord. Any and all fines incurred as a result of illegal parking are the responsibility of Tenant or Tenant's agents, employees or invitees and in no way may be deducted from rental payments. Landlord is not responsible for damage or loss of vehicle or vehicle's contents while located in Landlord's parking facilities. Tenant is entitled to park operative automobiles and/or pick-up trucks in common with other Tenants of the Premises in those areas designated for non-reserved parking.

17. No parking will be permitted on drives or public dedicated streets in the office complex or in other than designated tenant and visitor parking areas. No recreational vehicles, boats and/or trailers are allowed without prior written consent of Landlord. No tailgating is allowed in the parking lot prior to, during or after Kansas State University home football games and graduation ceremonies without prior written approval from the Landlord.

18. Tenant shall obtain Landlord's permission at least twenty-four (24) hours prior to moving furnishings and/or equipment through hallways and on elevators.

19. Tenant shall ensure that Tenant's employees, invitees and all other persons working in or visiting the Premises shall use the Premises, the building, and the facilities of the property

(including without limitation all driveways, sidewalks, parking areas, entrance doors, interior doors, restroom facilities, heating and cooling equipment, electrical equipment and other facilities of any kind) only for the purpose and with the same level of usage for which the same are designed, and for no other purposes whatsoever. Tenant shall pay any cost or expense for any repairs or additional maintenance required because of any damage or increased wear caused to the Premises, the building or any of such facilities by reason of Tenant's or its employees' or invitees' violation of this clause, or any other additional expenses of any kind whatsoever arising from any such violation.

20. Landlord reserves the right to change these rules and to make such other and further reasonable rules and regulations either as it affects one or all tenants as in its judgment may from time to time be needed for the safety, care and cleanliness of the premises, use of the common space in the Building or the Edge District Office Park, for the preservation of good order therein or for any other cause and when such changes are made or modified the new rules shall be deemed a part hereof, with the same effect as if written herein, when a copy shall have been delivered to the Tenant or left with some person in charge of the demised premises.

21. No person shall smoke in or within 50 feet of any building in the Edge District Office Park. It is unlawful for any person to smoke or carry a lighted cigar, cigarette, electronic cigarette (e-cigarette), or pipe within any building. E-cigarette references any electronic nicotine delivery system, electronic vaping device, personal vaporizer, electronic pipe, electronic hookah, or vapor pen.

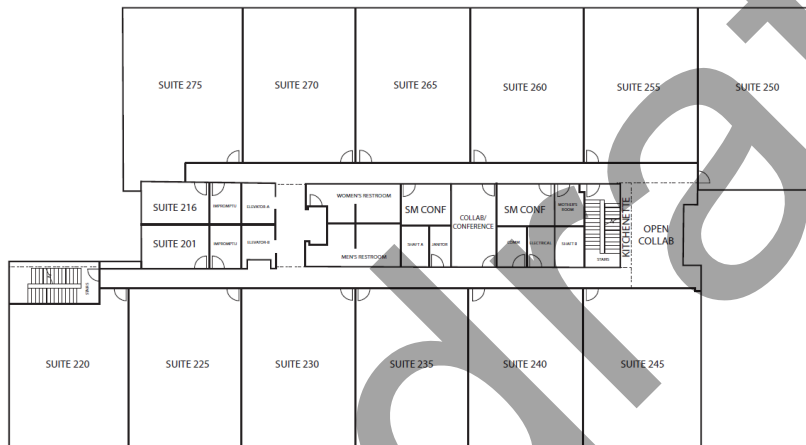
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Exhibit D Floor Plans

First Floor



Floor 2



Floor 3



Exhibit E
Tenant Improvements: Landlord's Improvements & Tenant's Work

Landlord's Work: Landlord, at Landlord's sole expense, shall perform the following Landlord's Work to the Premises. All of these items, once installed, are hereby collectively defined as the "Tenant Improvements":

1. Construct and paint the Demising Walls of the Premises. The paint color is the building standard and any variation shall be approved by both Landlord and Tenant. Demising Walls are defined as the perimeter walls of the Premises and may be an exterior wall, a hallway wall or a wall that is common to another tenant lease space or other interior space within the building. In the alternative, Landlord, at its sole discretion, may elect to use pre-engineered Demising Walls in the interior of the Building for a portion of the Premises.
2. Construct and paint any interior office walls within the Premises noted in the floor plan drawing for the Premises in Exhibit D. The paint color is the building standard and any variation shall be approved by both Landlord and Tenant.
3. Install electrical outlets and light switches to code.
4. Install conduit with pull strings from the data closet to the Premises. The data cable from the data closet to the Premises and distribution within the Premises shall be provided and installed by Tenant.
5. Install ductwork above a suspended drop ceiling to distribute heat and air conditioning typical for an open office floor plan.
6. Install building standard suspended drop ceiling with building standard lighting typical for a for an open office floor plan.
7. Install building standard doors and trim for the Demising Walls of the Premises and any interior doors within the Premises noted in the floor plan drawing for the Premises in Exhibit D.
8. Install building standard carpet.

Tenant's Work: Tenant, at Tenant's sole expense, shall perform any work to the Premises not included in Landlord's Work. Tenant must receive Landlord's prior written approval of Tenant's remodeling plans and specifications prior to proceeding with Tenant's Work. Tenant's Work shall be performed by qualified contractors approved by Landlord in accordance to local building codes, permitting requirements. Tenant is responsible for permitting and any resulting infrastructure changes as required by City of Manhattan for any work done by agent or contractor. Permit must be issued prior to any alterations or improvements. Tenant's Work and shall comply with Section 9) of this Lease agreement; Repairs and Alterations.

Tenant shall provide any and all work stations, office furniture, computer equipment, telephone equipment and data cabling from the data closet to the Premises and within needed to support said equipment.

Exhibit F Meeting Room Policies

MEETING ROOM POLICIES

The K-State Office Park is a Kansas State University Foundation (KSUF)-owned, commercial office development located in the Edge District, a 500-acre Master Plan with over \$2B of new investment in the last five years for infrastructure, research facilities, offices, a hotel, wellness initiatives, athletics events, teaching facilities, and industry collaboration. Partner tenants strengthen Kansas State University and empower innovation through an atmosphere of collaboration. To this end, the K-State Office Park maintains high-quality buildings and surrounding grounds.

The K-State Office Park meeting rooms are one of the many first-class amenities available to Edge District tenants. As such, tenants can make room reservations using the Essensys Operate tenant portal ("tenant portal") and following policies and procedures as outlined below. Room reservations are available on a first come, first served basis.

The K-State Office Park has the authority to deny events that are not deemed appropriate to hold within the meeting rooms and does not allow the following activities in its facilities without special written consent:

- a) For-profit activities not associated with the Edge District or tenant partners.
- b) Fundraisers, auctions, ticket sales, solicitation of donations, financial transactions, or sales of merchandise by any non-Edge District tenant.

The following meeting rooms can be reserved in the tenant portal:

1880 Kimball

Event Space (main lobby, seats 60)
2nd floor Conf. Room (seats 8)

1960 Kimball

Med. Conference Room (suite 185, seats 8)
Large Conference Room (suite 180, seats 16)
The Venue (suite 150, seats 64)
Med. Conference Room (suite 207, seats 10)
Small Conference Room (suite 213, seats 7)
Small Conference Room (suite 214, seats 7)
Med. Conference Room (suite 307, seats 10)
Small Conference Room (suite 313, seats 7)
Small Conference Room (suite 314, seats 7)

*While seated capacity is noted beside each meeting room, actual room capacity will vary depending on room configuration.

Food and Beverage Service

Rockin K's is the recommended caterer for the Edge District and the exclusive caterer for the Event Space at 1880 Kimball and the Venue at 1960 Kimball. Brothers Coffee is the recommended vendor for coffee and specialty items. The K-State Office Park observes all city, state and federal laws governing the service, distribution, and consumption of alcoholic beverages (alcoholic liquor and cereal malt beverages). The host tenant is responsible to comply with all city, state and federal laws governing the service, distribution and consumption of alcoholic beverages. The host tenant must ensure that alcohol is not served to, consumed by, or in the possession of any person under the age of 21.

Edge District Tenant Reservations

Tenants will make room reservations through the tenant portal and follow ***Policies and Procedures*** as listed below.

- Room reservations may be made in the tenant portal Monday-Friday between 8:00 am and 6:00 pm, except holidays. Limits on the use of reservable space, if applicable, are outlined in lease agreement.
- If meeting times or plans change, reservation must be adjusted or canceled immediately to ensure the space can be available to others.
- Each reservation may not exceed one business day unless prior consent is given from KSUF staff.

Reservations for the General Public

As previously noted, The Edge District meeting rooms are one of the many first-class amenities available to Edge District tenants. Whereas the spaces are reserved exclusively for tenants and Rockin K's is an Edge District tenant, reservations for the public can be coordinated directly through Rockin K's.

- All room reservations for organizations or individuals other than Edge District tenant partners will be coordinated directly through Rockin K's by e-mailing them at MHKcatering@gmail.com or calling 785-370-6500
- There is a minimum purchase amount required to book meeting rooms; lunch events should not exceed 3 hours and dinner events should not exceed 5 hours.
- There will be a catering fee (which covers set-up, warming equipment use, limited serving, trash disposal, dish and room cleaning) added to every order.
- If a server is needed, one will be provided for an hourly rate.
- If room set-up is necessary to include adding or changing tables or adding linens, a fee will be assessed.
- There will be 18% gratuity added to each order.

Policies and Procedures

1. Tenants are responsible for setting up the room and putting it back into standard room configuration upon departure, to include chairs, tables, A/V system components, and televisions.
2. If food or drinks are served in meeting rooms, the tenant is responsible for cleaning up trash and wiping down surfaces upon departure.
3. Rockin K's is the recommended caterer for the Event Space at 1880 Kimball and the Venue at 1960 Kimball. If the tenant partner chooses to use an alternative, approved caterer, the tenant will be responsible for supplies, food service set up, clean up, and tear down.
4. Tenant is responsible for letting guests into building if meeting begins before building doors are unlocked in morning or after building doors are locked in evening.
5. No tacking, taping, or nailing items to any part of the walls, floor, or ceiling.
6. No glitter or confetti.
7. Only pest-free plants or plant materials are allowed in the building.
8. Items that are broken or damaged during an event will be replaced at the host tenant's expense.

Branding:

Use of the Edge District or K-State Office Park names may only be used in materials or media related to the event to describe the location of said event. In no way should the host tenant suggest in any communication or correspondence that the private event is sponsored by, or otherwise affiliated with, the Edge District, K-State Office Park or KSUF, unless given written consent.

Location:

The location of the event or meeting should be referred to as the "Edge District" with designated street address of meeting location ("Event Space at 1880 Kimball Avenue" or the "Venue at 1960 Kimball Avenue") in all communication about the event. Parking is available for guests in the north lots adjacent to the buildings.

Exhibit G
Fitness Center Use Policy

Edge District Office Park Fitness Center
Release Form

Participant Name:

Company:

Telephone (Home):

(Work):

In case of emergency, contact:

Relationship:

Phone:

I wish to use the facilities and equipment provided in the Edge District Office Park Fitness Center or to participate in one or more of the conditioning or fitness programs and sponsored activities.

I am physically capable of utilizing the facilities and equipment or participate in programs provided. However, I understand the use of such facilities and equipment or the participation in such programs and activities involves the risk of injury and even death.

I agree on behalf of myself, my heirs and my estate, to assume all risks of injury and death, while using any piece of equipment at the Edge District Office Park Fitness Center or participating in any program or activity sponsored by the Edge District Office Park, whether on or off Edge District Office Park premises. I expressly and voluntarily waive and release the Edge District Office Park and its owners and employers for any such injury or death.

I understand that by signing this release and assuming the risks of injury and death, I am giving up certain rights, which I would otherwise have. I do so knowingly and willingly.

Signature

Date