City of Pittsburg, Kansas
Commission Meeting Agenda
Tuesday, September 9, 2025
5:30 p.m.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 9, 2025
5:30 PM

CALL TO ORDER BY THE MAYOR:

a. Flag Salute Led by the Mayor
b. Proclamation – Constitution Week – Received by Mary Gilpin
c. Public Input

CONSENT AGENDA (ROLL CALL VOTE):

a. Approval of the August 26, 2025, City Commission Meeting minutes.

b. Approval of the appointment of Janette Mauk to a first term as a member of the Sustainability Advisory Committee effective immediately and to conclude on December 31, 2027.

c. Approval of Ordinance No. G-1372, amending Section 2-137 of the Pittsburg City Code to update and clarify the duties of the City Attorney, municipal judge and the police legal advisor/municipal court prosecutor, and authorize the Mayor to sign the Ordinance on behalf of the City.

d. Approval of Ordinance No. G-1373, amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2025 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1364, and authorize the Mayor to sign the Ordinance on behalf of the City.

e. Approval of Ordinance No. G-1374, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2025 Edition of the "Standard Traffic Ordinance for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1365, and authorize the Mayor to sign the Ordinance on behalf of the City.

f. Approval of a Lease Agreement by and between the City of Pittsburg, Kansas, as the Landlord, and EaglePicher Technologies, LLC, as the Tenant, for the new facility to be built in Pittsburg, and authorize the Mayor to sign the Lease Agreement on behalf of the City.

g. Approval of the Appropriation Ordinance for the period ending September 9th, 2025, subject to the release of HUD expenditures when funds are received.

PUBLIC HEARINGS:

a. PROPOSED 2026 REVENUE NEUTRAL RATE - The City of Pittsburg advertised for a Public Hearing to be held on September 9, 2025, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine for the purpose of hearing and answering questions relating to exceeding the revenue neutral rate for the 2026 Budget. **Following the Public Hearing, approve or disapprove exceeding the revenue neutral rate for the 2026 Budget and, if approved, adopt Resolution No. 1296 and authorize the Mayor to sign the Resolution on behalf of the City. ROLL CALL VOTE.**

b. PROPOSED 2026 BUDGET - The City of Pittsburg advertised for a Public Hearing to be held on September 9, 2025, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine for the purpose of hearing and answering questions relating to the proposed 2026 Budget. **Following the Public Hearing, approve or disapprove the 2026 Budget and, if approved, authorize the Mayor and City Commissioners to sign the State Budget Certificate Form on behalf of the City.**

NON-AGENDA REPORTS AND REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 26, 2025

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, August 26th, 2025, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Dawn McNay presiding and the following members present: Cheryl Brooks, Stu Hite, Chuck Munsell, and Ron Seglie.

Mayor McNay led the flag salute.

Chaplain Pete Mayo, on behalf of Mercy Hospital Pittsburg, provided an invocation.

Commissioner Hite led a moment of silence in honor of Kansas City, Kansas, Police Officer and Pittsburg State University graduate Hunter Simoncic who was killed in the line of duty earlier today.

PITTSBURG POSITIVE – Mayor McNay recognized Dan Boley, Executive Director of SEK CTEC (Southeast Kansas Career and Technical Education Center), for the positive impact CTEC makes on the Pittsburg community.

PUBLIC INPUT –

Emilio Aita, 2207 South Homer, spoke regarding the need for public soccer fields in town.

Renato Pinto, 513 Norris Drive, requested the annual Turkey Trot begin and end in the 400 Block of North Broadway, as the event has outgrown Pine Street.

Kristi Bitner, 1508 Bitner Court, asked questions regarding the Silverback Landing project.

APPROVAL OF MINUTES – On motion of Hite, seconded by Brooks, the Governing Body approved the August 12, 2025, City Commission Meeting minutes as presented. Motion carried.

CEREAL MALT BEVERAGE LICENSE – OPIE'S PIZZA POOL ROOM PUB – On motion of Hite, seconded by Brooks, the Governing Body approved the Cereal Malt Beverage License application submitted by Raven Copeland for Opie's Pizza Pool Room Pub, located at 607 North Broadway, and authorized the City Clerk to issue the license. Motion carried.

VOTING DELEGATES – LEAGUE OF KANSAS MUNICIPALITIES ANNUAL CONFERENCE – On motion of Hite, seconded by Brooks, the Governing Body approved the appointment of Mayor Dawn McNay, City Commissioner Cheryl Brooks, City Commissioner Chuck Munsell, and Deputy City Manager Jay Byers as voting delegates, along with City Manager Daron Hall and City Clerk Tammy Nagel as alternate voting delegates to represent the City of Pittsburg at the League of Kansas Municipalities Annual Meeting scheduled for October 9th through 11th, 2025, in Overland Park, Kansas. Motion carried.

KDOT AGREEMENT – TRAFFIC SIGNAL IMPROVEMENT PROJECT – On motion of Hite, seconded by Brooks, the Governing Body approved of Kansas Department of Transportation (KDOT) Agreement No 882-24 for the traffic signal improvement project on US-69 at the intersections of K-126, and West 20th Street, and authorized the Mayor and City Clerk to execute the agreement on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Hite, the Governing Body approved the Appropriation Ordinance for the period ending August 26, 2025, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Hite, McNay, Munsell and Seglie. Motion carried with Brooks abstaining.

SPECIAL PRESENTATION - SUMMER READING PROGRAM SUMMARY - Pittsburg Public Library Director Bev Clarkson provided a summary of the summer reading program.

Members of the City Commission expressed their gratitude to Pittsburg Public Library Director Bev Clarkson for her dedication and work toward the summer reading program.

RESEARCH & DEVELOPMENT PARK DRAINAGE – On motion of Seglie, seconded by McNay, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to allocate up to $300,000 from the Revolving Loan Fund (RLF) to combine with $150,000 committed by the Kansas Bureau of Investigation to fund drainage improvements in the City's Research & Development Park. Motion carried with Munsell voting in opposition.

Commissioner Munsell requested that minutes from the EDAC meetings be provided to City Commission members.

209 NORTH BROADWAY REDEVELOPMENT PROJECT – On motion of Munsell, seconded by Hite, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to allocate up to $46,000 from the Revolving Loan Fund (RLF) to support Phase I of the On Fire Mexican Bar and Grill, LLC, redevelopment project at 209 North Broadway, and an additional allocation of up to $32,000 for Phase II of the project at the same location. Motion carried with Brooks abstaining.

TYLER TECHNOLOGIES, INC. AGREEMENT AMENDMENT – On motion of Seglie, seconded by Brooks, the Governing Body approved an Amendment to the agreement with Tyler Technologies, Inc. for software and implementation services for a new financial, revenue, content, billing, and municipal justice management system in the amount of $431,577.00, and authorized the Mayor to sign the Amendment on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUSTS:

SOCCER FIELDS – Commissioner Seglie asked Director of Parks and Recreation Toby Book if there is room in any City park to accommodate a soccer field. Mr. Book indicated that he is working with a contractor to determine if a current park could accommodate the addition of a soccer field.

SILVERBACK LANDING PUBLIC INPUT – Mayor McNay encouraged Ms. Bitner to make an appointment with City Manager Daron Hall to discuss her questions regarding Silverback Landing. City Manager Daron Hall provided information regarding the Silverback Landing project.

PUBLIC INFORMATION MANAGER – Stephanie Potter, the City's newly hired Public Information Manager, introduced herself.

FINANCE DIRECTOR – Commissioner Munsell asked if the City is close to hiring a Finance Director. City Manager Daron Hall stated that an offer has been extended to an individual to serve as the City's Finance Director.

BIRTHDAY – Mayor McNay acknowledged City Manager Hall's birthday.

ADJOURNMENT - On motion of Hite, seconded by Seglie, the Governing Body adjourned the meeting at 6:41 p.m. Motion carried.

_____
Dawn McNay, Mayor

ATTEST:

_____
Tammy Nagel, City Clerk

City of Pittsburg
Forward Together.

RECEIVED
AUG 21 2025
Pittsburg City Clerk

City of Pittsburg Sustainability Advisory Committee

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public

Name: JANETTE S. MAUK

Home Address: 110 W. POTLITZER

Occupation: RETIRED - PSU

Business Address:

Home Telephone: 620-232-2061 Cell- 620-249-9456

Business Telephone:

E-mail: janettemauk1@gmail.com

Are you a resident of Pittsburg? Yes
If yes, how long have you lived in Pittsburg: 45 yrs

Current occupation (within last 12 months)

RETIRED

Previous Committee/Commission Experience:

NA

Education/Experience: A resume may be attached containing this and any other information what would be helpful in evaluating your application.

Professional and/or community service activities:

PITTSBURG KIWANIS; SEK RECYCLING

Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

It's my turn to serve as a liasion to the SEK Recycling Board of Directors

Meetings are held at City Hall on the 2nd Wednesday of each month at 5:30 p.m.

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Janette S. Mank 8-21-2025

Signature of Applicant Date

If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.

Please return your completed application to:
City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762
tammy.nagel@pittks.org

(Published in The Morning Sun _____, 2025)

ORDINANCE NO. G-1372

AN ORDINANCE amending Section 2-137 of the Pittsburg City Code to update and clarify the duties of the City Attorney, municipal judge and the police legal advisor/municipal court prosecutor.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

Section 1. Section 2-137 of the Pittsburg City Code is amended to read as follows:

Sec. 2-137. – Department of Law.

The Department of Law is created for the administration of the legal affairs of the City.

(1) The City Attorney shall perform the duties which are now or hereafter prescribed by law and the ordinances of the City and, in addition, shall perform such other duties as may be assigned by the City Manager in order to effectively carry out the civil legal duties of the department.

(2) The municipal judge shall preside over all cases filed in municipal court. He or she shall possess and exercise all the powers as conferred and defined by law and ordinances.

(3) The police legal advisor/municipal court prosecutor shall review all reports and prosecute all cases within the jurisdiction of the municipal court including appeals to District Court, and provide legal and administrative assistance and advice to the Police Department.

Section 2. This Ordinance shall take effect after its passage and publication of its summary in the official city newspaper.

PASSED AND APPROVED this 9th day of September, 2025.

_____
Mayor-Dawn McNay

ATTEST:

_____
Tammy Nagel - City Clerk

(Published in The Morning Sun _____, 2025)

ORDINANCE NO. G-1373

AN ORDINANCE amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2025 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1364. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped Official Copy as Adopted by Ordinance No. G-1373; with all sections or portions thereof intended to be omitted or changed clearly marked to show any such change or omission and to which shall be attached a copy of this Ordinance, and filed with City Clerk to be open to inspection and available to the public at all reasonable hours.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

Section 1. Section 54-41 of the Code of the City of Pittsburg, Kansas, is hereby amended to read:

> For the purpose of regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, the 2025 Edition of the "Uniform Public Offense Code for Kansas Cities" prepared and published by The League of Kansas Municipalities is incorporated herein by reference save and except Sections 4.1, 10.5 and 10.6 which are amended by Sections 54-42, 54-43 and 54-44 of the Code of the City of Pittsburg, Kansas; amending Section 6.7.1 by making the violation thereof a Class B rather than a Class A violation; and the following sections which are hereby deleted: 5.2 (Furnishing Alcoholic Liquor or Cereal Malt Beverage to a Minor); 5.8 (Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor); 6.18 (Motor Vehicle Dealers; Selling Motor Vehicle Without a License); 6.19 (Equity Skimming); 7.6 (Performance of Unauthorized Official Act); 7.7 (Simulating Legal Process); 7.10 (False Signing of Petition); 7.14 (Electioneering); 8.1 (Denial of Civil Rights); 10.13 (Barbed Wire); 10.14 (Operation of a Motor Boat or Sailboat); 10.19 (Sale of Medicines and Drugs Through Vending Machines); 11.8 (Gambling); 11.9 (Commercial Gambling); 11.9.1 (illegal Bingo operation); and 11.10 (Possession of a Gambling Device).

Section 2: Section 6.7(a)(1) [Criminal Trespass] of the Uniform Public Offense Code for Kansas, Cities is hereby amended to include the following:

(C) Criminal trespass is also entering or remaining upon the grounds of Mt. Olive Cemetery by a person not authorized to do so, whether by foot or conveyance, from the hours of 6:00 p.m. until 7:00 a.m. from October 16 to March 31 and from the hours of 8:00 p.m. until 7:00 a.m. from April 1 to October 15 of each year.

(D) Criminal trespass is also entering or remaining upon the grounds of the skate park area known as The Pitt in Schlanger Park by a person not authorized to do so, whether by foot or conveyance, from the hours of 7:00 p.m. until 7:00 a.m. from October 31 to March 31 and from the hours of 9:00 p.m. until 7:00 a.m. from April 1 to October 30 of each year.

Section 4: Ordinance No. G-1364 of the City of Pittsburg is hereby repealed.

Section 5: This Ordinance shall become effective following its passage and publication in the City's official newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF PITTSBURG, KANSAS, this _____ day of _____, 2025.

_____
Mayor – Dawn McNay

ATTEST:

_____
Tammy Nagel, City Clerk

(SEAL)

(Published in The Morning Sun _____, 2025)

ORDINANCE NO. G-1374

AN ORDINANCE amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2025 Edition of the "Standard Traffic Ordinance for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1365.

BE IT THEREFORE ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:

Section 78-31 of the Code of the City of Pittsburg, Kansas, is hereby amended to read:

SECTION 1: For the purpose of regulating traffic within the corporate limits of the City of Pittsburg, Kansas, that certain Traffic Ordinance known as, "Standard Traffic Ordinance for Kansas Cities", Edition of 2025, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, is incorporated herein by reference; except such parts as supplemented, deleted or changed by Sections 78-39 [Sec.13 Traffic Control Signal Legend], 78-32 [Sec. 32 Speed Limitations; Basic Rule], 78-33 [Sec. 33 Maximum Speed Limits], 78-34 [Sec. 20 Play Streets, Sec. 50 Right, Left & U-Turns at Intersections: Sec. 119 Parades & Processions, Sec. 120 Driving through Procession, Sec. 136 Use of Coasters, Roller Skates & Similar Devices Restricted], 78-35 [Sec 1 Definition: Traffic Infractions and Traffic Offenses], 78-37 [Sec. 19 Designation of Crosswalks and Safety Zones], 78-38 [Sec. 93 Parking Disabled and other vehicles] and 78-78 [Sec. 114.2 Unlawful operation of a Micro Utility Truck] of the Code of the City of Pittsburg, Kansas. Not less than 3 copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy, as adopted by Ordinance No. G-1374"; with all sections or portions thereof intended to be omitted or changed clearly marked to show such change or omission and to which shall be attached a copy of this Ordinance and filed with City Clerk to be open for inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City charged with the enforcement of the Ordinance, shall be

supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked as may be deemed expedient.

SECTION 2: Section 13 of the Standard Traffic Ordinance is also amended to read as follows:

Sec. 13. Traffic-Control Signal Legend. Whenever traffic is controlled by traffic-control signals exhibiting different colored lights, or colored lighted arrows, successively one at a time or in combination, only the colors green, red and yellow shall be used, except for special pedestrian signals carrying a word legend, and said lights shall indicate and apply to drivers of vehicles and pedestrians as follows:

(a) **Green Indication.**

(1) Vehicular traffic facing a circular green signal may proceed straight through or turn right or left, unless a sign at such place prohibits either such turn; but vehicular traffic, including vehicles turning right or left, shall yield the right-of-way to other vehicles and to pedestrians lawfully within the intersection or an adjacent crosswalk at the time such signal is exhibited.

(2) Vehicular traffic facing a green arrow signal, shown alone or in combination with another indication, may enter the intersection cautiously only to make the movement indicated by such arrow, or such other movement as is permitted by other indications shown at the same time. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.

(3) Unless otherwise provided by a pedestrian control signal, as provided in Section 14, pedestrians facing any green signal, except when the sole green signal is a turn arrow may proceed across the roadway within any marked or unmarked crosswalk.

(b) **Steady Yellow Indication.**

(1) Vehicular traffic facing a steady circular yellow or yellow arrow signal is hereby warned that the related green movement is being terminated or that a red indication will be exhibited immediately thereafter when vehicular traffic shall not enter the intersection. Vehicular traffic shall stop before entering the intersection unless so close to the intersection that a stop cannot be made in safety.

(2) Pedestrians facing a steady circular yellow or yellow arrow signal, unless otherwise directed by a pedestrian-control signal as provided in Section 14,

are thereby advised that there is insufficient time to cross the roadway before a red indication is shown and no pedestrian shall then start to cross the roadway.

(c) **Steady Red Indication.**

(1) Vehicular traffic facing a steady circular red or red arrow signal alone shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or if none, then before entering the intersection, and shall remain standing until an indication to proceed is shown, except as provided in paragraphs (2) and (3) of this subsection. Any turn provided for in said paragraph (2) and (3) shall be governed by the applicable provisions of Section 49 of this ordinance.

(2) Unless a sign is in place prohibiting a turn, vehicular traffic facing a steady red signal may cautiously enter the intersection to make a right turn after stopping as required by paragraph (1) of this subsection. After stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.

(3) Unless a sign is in place prohibiting a turn, vehicular traffic upon a roadway restricted to one-way traffic facing a steady red signal at the intersection of such roadway with another roadway restricted to one-way traffic which is proceeding to the left of such vehicular traffic, may cautiously enter the intersection to make a left turn after stopping as required by paragraph (1) of this subsection. After stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other-traffic lawfully using the intersection.

(4) Unless otherwise directed by a pedestrian-control signal as provided in Section 14, pedestrians facing a steady circular red or red arrow signal alone shall not enter the roadway.

(d) In the event an official traffic-control signal is erected and maintained at a place other than an intersection, the provisions of this section shall be applicable except as to those provisions which by their nature can have no application. Any stop required shall be made at a sign or marking on the

pavement indicating where the stop shall be made, but in the absence of any such sign or marking the stop shall be made at the signal. (K.S.A. 8-1508)

SECTION 3: Ordinance No. G-1365 of the City of Pittsburg, Kansas, is hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication in the official city paper.

PASSED AND APPROVED BY THE GOVERNING BODY OF PITTSBURG, KANSAS, this _____ day of _____, 2025.

_____
Mayor – Dawn McNay

ATTEST:

_____
Tammy Nagel, City Clerk

(SEAL)

LEASE AGREEMENT

by and between

CITY OF PITTSBURG, KANSAS ("City"),
a city organized under the laws of the State of Kansas

as Landlord

and

EAGLEPICHER TECHNOLOGIES, LLC,
a Delaware limited liability company

as Tenant

Dated: September 9, 2025

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the 9th day of September, 2025 (the "Effective Date"), by and between the **CITY OF PITTSBURG, KANSAS** (the "City" or "Landlord"), a city of the first class and municipal corporation organized under the laws of the State of Kansas, and **EAGLEPICHER TECHNOLOGIES, LLC**, a Delaware limited liability company (the "Tenant", and each of the City and Tenant, a "Party", and together, the "Parties").

WHEREAS, the City and Tenant entered into the Development and Funding Agreement on the date hereof (the "Development Agreement"), wherein the City, to encourage and foster economic prosperity for the City and its citizens, has agreed to issue the City Bonds (as defined in the Development Agreement) and to develop and construct a manufacturing facility of approximately 15,000 to 17,000 rentable square feet (the "Building") on property owned by the City, as more particularly described [and depicted] on **Exhibit A**, attached hereto (the "Land"); and

WHEREAS, in exchange for the City leasing the Land and the Building on the terms set forth in this Lease, Tenant intends to expand its manufacturing operations within the City.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE 1
DEFINED TERMS; TENANT CONTINGENCIES

Section 1.1 Defined Terms. Capitalized, but undefined terms set forth in the Lease shall have the meaning ascribed to such terms in (a) the Work Agreement, attached hereto as **Exhibit B** and made a part of this Lease, or (b) the Development Agreement. All references to Landlord set forth below mean the City, in its capacity as the fee owner of the Property, but not in its governmental or regulatory capacity.

Section 1.2 Lease Contingencies. The effectiveness of this Lease is contingent upon (with all items being referenced herein collectively as the "Lease Contingencies") completion of the following items on or before the dates set forth in this Section 1.2 below (each, a "Contingency Milestone").

(a) Issuance of the City Bonds to finance the construction of the Building in compliance with Sections 3.1(a) and (b) of the Development Agreement;

(b) 50% Site and Structural Improvements Drawings approved by Landlord and Tenant in accordance with the provisions of **Exhibit B** on or before August 15, 2025

(c) 95% Site and Structural Improvements Drawings approved by Landlord and Tenant in accordance with the provisions of **Exhibit B** on or before October 1 2025

(d) Tenant's approval, in Tenant's sole and absolute discretion, of the Landlord's proposed budget for: (A) the construction of the Site and Structural Improvements and the

Tenant Improvements and all documentation in support thereof, including but not limited to the Construction Proforma to be attached hereto as **Exhibit B-3**, which proposed budget documentation shall be delivered to Tenant for approval (and in the case of the Site and Building Proforma and the Tenant Improvements Proforma, for attachment to this Lease) no later than March 1, 2025.

(e) Receipt by Tenant of a copy of a guaranteed maximum price contract and all critical path subcontractor bids for the Site and Structural Improvements together with assurances from Landlord, that other than due to Change Orders initiated by Tenant, and increased costs due to Tenant Delays, any cost overruns shall be charged to Tenant but shall not increase the Basic Rent (defined below) payable hereunder; and

(f) The Construction Milestones for completion of the Improvements (as defined below) have been agreed upon by the Parties.

Section 1.3 Non-Fulfillment of Lease Contingencies. In the event that a Party has been unable to satisfy the Lease Contingencies prior to a Contingency Milestone, then such Party may notify the other Party within ten (10) business days of the Contingency Milestone of the failure of such condition (the "Non-Fulfillment Notice") and of its intent to terminate this Lease, and this Lease shall terminate immediately with no further obligations of the Parties to each other if such Contingency Milestone is not satisfied within twenty (20) business days after the date of the Non-Fulfillment Notice or the date set forth in the Non-Fulfillment Notice, whichever is longer. If such event occurs as the result of Tenant's failure to satisfy any of its Lease Contingencies, Landlord shall prepare a detailed accounting with all back-up for Tenant of all costs incurred to such date of Landlord's receipt of the Non-Fulfillment Notice for those actual out-of-pocket costs and expenses incurred by Landlord related to its issuance of the City Bonds and for any work that has been performed by Landlord under **Exhibit B** as of the date of termination of this Lease in connection with site preparation and any other costs payable to Landlord (the "Sunken Costs"). Sunken Costs will exclude any costs incurred by Landlord that may be repurposed for another tenant or are reusable items. Landlord and Tenant shall have a period of thirty (30) days following receipt of all detailed accounting and back-up information to review and discuss. Upon the agreement of Landlord and Tenant of the accounting set forth above, the Sunken Costs shall be paid by Tenant within sixty (60) days thereafter. Landlord will work in good faith to minimize all Sunken Costs and costs associated with Lease termination. Any Party sending a Non-Fulfillment Notice may rescind such notice prior to the date of termination specified therein in the event that the sending Party or both Parties have determined that it is in their respective interest to continue this Lease and move forward with the construction of the Improvements.

ARTICLE 2
DEMISE

Section 2.1 Demised Premises. Landlord, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of Tenant, its successors and assigns, to be paid, kept, observed and performed, has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto Tenant, and Tenant does hereby take and hire, upon and subject to the conditions and limitations hereinafter expressed, all

that parcel of land consisting of approximately 2.56 acres located on the Land, depicted on the plan attached hereto as **Exhibit A**, together with any appurtenant easements, as more particularly described in **Exhibit A** attached hereto and made a part hereof, together with all improvements located on and to be constructed thereon. The Improvements (as defined in the Work Agreement attached hereto as **Exhibit B**) and all other improvements, machinery, equipment, fixtures and other property, real, personal or mixed (except Tenant's personal property and trade fixtures) installed or located thereon, together with the Building based on the Building Specifications and all Tenant Improvements (each as defined in the Work Agreement attached hereto as **Exhibit B**) and with all other additions, alterations and replacements thereof are hereinafter referred to as the "Improvements," (as defined in **Exhibit B**) . The Land and the Improvements are hereinafter referred to as the "Demised Premises." The Demised Premises are subject to the easements, restrictions, reservations and other "Permitted Encumbrances" referenced in Section 21.31 hereof. The structures located upon and being a part of the Demised Premises which are constructed for human occupancy, complex lab space, or for storage of goods, merchandise, equipment, or other personal property are collectively called the "Building." The Building shall constitute approximately [15,000 – 17,000] rentable square feet, measured in accordance with the Building Owners and Managers Association (BOMA) Standard Method of Measurement (ANSI Z65.2 – 2019) (the "BOMA Standard"). Within fifteen (15) days following Substantial Completion (as defined in **Exhibit B**) of the Improvements, Landlord shall deliver to Tenant a statement of the square footage of the Building ("Landlord's Measurement"). Tenant's architect may measure the Building in accordance with the BOMA Standard and submit such measurement to Landlord within ten (10) days after Tenant receives Landlord's Measurement. If the Building as measured by Tenant's architect ("Tenant's Measurement") varies by three percent (3.00%) or less from Landlord's Measurement, then the square footage of the Building shall be based on Landlord's Measurement for purposes of this Lease. If Tenant's Measurement varies by more than three percent (3.00%) from Landlord's Measurement, then Landlord's architect shall review Tenant's Measurement, and within ten (10) days after Landlord receives Tenant's Measurement (the "Resolution Period"), Landlord's architect and Tenant's architect shall meet (in person or virtually) and attempt in good faith to resolve the discrepancy. If within the Resolution Period Landlord's architect and Tenant's architect agree upon the rentable square footage of the Building, such agreed upon rentable square footage shall be binding upon Landlord and Tenant for all purposes of this Lease. If within the Resolution Period Landlord's architect and Tenant's architect do not agree upon the rentable square footage of the Demised Premises, then the two (2) architects shall jointly appoint a third (3rd) architect no later than five (5) business days after expiration of the Resolution Period, and upon such appointment, Landlord's architect and Tenant's architect each shall submit its final measurement of the Demised Premises (which may have been revised during the Resolution Period) to the third (3rd) architect. If a third (3rd) architect is appointed, he or she shall within ten (10) days after his or her appointment, measure the Building and decide which of the two (2) submitted final measurements is more accurate, and the final measurement selected by the third (3rd) architect shall be binding upon Landlord and Tenant for all purposes of this Lease. If pursuant to this Section 2.1 the Demised Premises is determined to be other than [15,000 – 17,000] rentable square feet, then within ten (10) days after such determination, Landlord and Tenant shall execute an amendment to this Lease confirming such revised rentable square footage, and adjusting the Basic Rent and other terms and conditions of this Lease. The

final rentable square footage of the Building shall be set forth in the Commencement Date Agreement, the form of which is attached hereto as **Exhibit C**.

ARTICLE 3
TERM

Section 3.1 **Term of Lease**. Landlord and Tenant acknowledge and agree that the target date for Substantial Completion of the Improvements is April 19, 2026 (the "Anticipated Commencement Date"). The term of this Lease (the "Term") shall commence on the earliest of (i) the date Tenant takes possession of the Demised Premises for the conduct of its business, or (ii) the date that the Demised Premises are Substantially Complete (as defined in **Exhibit B**), so long as Landlord delivers to Tenant no less than thirty (30) days' prior written notice of Substantial Completion of the Improvements, which date is anticipated to the Anticipated Commencement Date, unless otherwise mutually agreed upon by the Landlord and Tenant in accordance with Section 6(a) of the Work Agreement, and will be further adjusted on a day for day basis due to Unavoidable Delay and to Tenant Delay, and shall end on the last day of the one hundred twentieth (120th) month following the Commencement Date (the "Expiration Date"), subject to Section 22.2 below. Tenant shall not be liable to Landlord for the payment of Basic Rent (as hereinafter defined) or the payment of any other obligation to be paid by Tenant until the Commencement Date (defined below). "Lease Year" shall mean (i) with respect to the first Lease Year, if the Commencement Date does not occur on the first day of a calendar month, the period from the Commencement Date through the last day of the calendar month in which the first anniversary of the Commencement Date occurs and, if the Commencement Date occurs on the first day of a calendar month, the period from the Commencement Date through the day immediately prior to the first anniversary of the Commencement Date, and (ii) thereafter, each twelve (12) month period following the preceding Lease Year during the Term. The "Commencement Date" means the date payment of Basic Rent is to commence (subject to Section 3.5 below), which will be the date that is the first day of a calendar month and is six (6) months prior to the first payment of interest or principal (or both, whichever is first to occur) is due on the City Bonds. For example, if the first payment of interest on the City Bonds is due on September 1, 2025, the Commencement Date will be March 1, 2025.

Section 3.2 **Improvements**. Landlord shall construct the Improvements (as defined in the Work Agreement) in accordance with the Work Agreement.

Section 3.3 **Delivery of Possession**. Landlord will use commercially reasonable efforts to deliver possession of the Demised Premises to Tenant on or before the Anticipated Commencement Date, with the Improvements Substantially Completed in accordance with the Work Agreement and with all Building systems performing to specifications on an integrated basis, subject to any extension of such date as set forth in the Work Agreement due to Unavoidable Delay and Tenant Delay. Except as otherwise expressly set forth in Section 3.5, if Landlord is unable to deliver possession of the Demised Premises to Tenant with the Improvements Substantially Completed on or before the Anticipated Commencement Date, other than the Rent Credit (defined below), Landlord, its agents, employees and contractors shall not be liable or responsible for any claims, damages or liabilities arising in connection therewith or by reason thereof, and this Lease shall remain in full force and effect.

Section 3.4 **Milestones for Delivery of Possession**. **Exhibit B-2** outlines those approvals, critical path items and deadlines to complete construction of the Improvements (i.e., the Construction Milestones, as defined in **Exhibit B-2**) by the Commencement Date. For a failure to meet any interim Construction Milestones, the parties shall meet to discuss ways to get the project back on schedule. Tenant shall have the right to pursue the remedies as set forth in Section 3.5 only in the event that Landlord fails to meet the Anticipated Commencement Date.

Section 3.5 **Tenant Remedies for Failure to Meet Anticipated Commencement Date**.

(a) Landlord acknowledges that Tenant is induced to enter into this Lease by assurances from Landlord of its ability to timely deliver the Demised Premises as set forth herein; therefore, if Landlord cannot deliver possession of the Substantially Complete Demised Premises, subject to Unavoidable Delays and Tenant Delays, the following remedies shall apply: (i) commencing on the first (1st) day following the Anticipated Commencement Date to and through the thirtieth (30th) day following the Anticipated Commencement Date, the Landlord shall provide a credit against Basic Rent equal to one (1) day for each day of delay in the delivery of the Demised Premises, (ii) from and after the thirty-first (31st) day following the Anticipated Commencement Date, Landlord shall provide Tenant a credit against Basic Rent equal to two (2) days for each day of delay in the delivery of the Demised Premises until the Demised Premises are delivered in Substantially Complete condition, subject to Tenant's termination right as set forth in subsection (c) hereinbelow. The Basic Rent credits as set forth herein (the "Rent Credit") shall be calculated on a per diem basis and based equal to one-thirtieth (1/30th) of the monthly payment of Basic Rent. The Rent Credit shall be cumulative until such Demised Premises are delivered and shall commence following the Basic Rent abatement period, if any.

(b) The Rent Credit as calculated herein is intended to be a reasonable approximation of the damages that Tenant will endure in the event that Landlord delivers the Demised Premises beyond the Anticipated Delivery Date. Such amount is intended to be liquidated damages and is not intended to be construed as a penalty.

(c) In the event that the Demised Premises are not delivered by the one hundred eightieth (180th) day following the Anticipated Commencement Date, then Tenant shall have the right to terminate this Lease by delivering notice to Landlord of such intent and this Lease shall immediately terminate and the parties shall have no further obligations to each other.

Section 3.6 **Commencement Date Agreement**. Within one hundred eighty (180) days after the Commencement Date, Landlord and Tenant shall execute the Commencement Date Agreement in the form of **Exhibit C** attached hereto. Tenant's failure to execute and deliver to Landlord the Commencement Date Agreement does not affect any obligation of Tenant under this Lease. If Tenant does not timely execute and deliver to Landlord the Commencement Date Agreement, Landlord and any prospective purchaser or encumbrancer may conclusively rely on the information contained in the unexecuted Commencement Date Agreement Landlord delivered to Tenant.

Section 3.7 **Non-Exclusive Access Period**. Upon the request of Tenant, Landlord shall grant to Tenant and its contractors non-exclusive access to the Demised Premises during the approximately two hundred seventy hundred (270) day period prior to the Commencement Date (the "Non-Exclusive Access Period") at reasonable times, for the purpose of installing trade fixtures, equipment, cabling, furniture and furnishings ("Tenant Installations"), provided, however, that the performance of Tenant's Installations does not interfere with or delay the performance of the completion of the Improvements and the Punch List items relating thereto and does not void any warranty for the Improvements. Tenant shall coordinate with the General Contractor (as defined in the Work Agreement) for the performance of Tenant's Installations during the Non-Exclusive Access Period. During the Non-Exclusive Access Period, Tenant at its expense may institute security measures for the Demised Premises, so long as (i) such measures do not delay or interfere with the performance of completion of the Improvements, and (ii) Tenant complies with Landlord's reasonable insurance requirements regarding same. Tenant shall obtain and maintain Causes of Loss - Special Form insurance on all of Tenant's Installations in the Demised Premises from the date of their installation with a waiver of subrogation in favor of Landlord. Prior to, and as a condition to entry by Tenant or its contractors during the Non-Exclusive Access Period, Tenant shall deliver to Landlord certificates of insurance as specified in Article 7. At all times during the Non-Exclusive Access Period, Tenant and its contractors shall comply with the reasonable directives of Landlord and the General Contractor. If the presence of Tenant or its contractors or the performance of Tenant's Installations in the Building delays or interferes with the performance of the Improvements in the reasonable opinion of Landlord or the General Contractor, then upon direction of Landlord or the General Contractor, Tenant and its contractors immediately shall cease performance of Tenant's Installations and vacate the Building, provided however, that in no event shall Tenant be required to vacate any portion of the Building. Tenant's access to and use and occupancy of the Demised Premises during the Non-Exclusive Access Period shall be under all of the terms and conditions of this Lease, except for the obligation to pay any amounts of Basic Rent or items of Additional Rent.

Section 3.8 **Intentionally Omitted**.

Section 3.9 **Intentionally Omitted**.

Section 3.10 **Warranties; Corrections of Work**.

(a) If, within one year after the date the entirety of the Improvements or a designated portion thereof are Substantially Completed, any of the Improvements are found not to be substantially in accordance with the requirements of the Work Agreement, Landlord shall cause the Improvements, including the repair or replacement of any defective item occasioned by poor workmanship or materials, to be corrected at Landlord's sole cost and expense after receipt of written notice from Tenant to do so, unless Tenant shall have given the Landlord express written acceptance of such defective workmanship or materials (such acceptance not being covered by Tenant's acceptance notice of the Premises at the conclusion of construction). Tenant shall deliver to Landlord written notice of such condition promptly after discovery. During the one-year correction period, if Tenant fails to deliver to the Landlord written notice of patent defective workmanship or materials, Tenant waives the right to require correction thereof by Landlord and to make a claim for breach of warranty. From

and after the expiration of the one (1) year period, Landlord agrees, upon receipt of written notice from Tenant, to cooperate with Tenant in the enforcement by Landlord, at Landlord's sole cost and expense, of any express warranties or guaranties of workmanship or materials given by subcontractors or materialmen that guarantee or warrant against defective workmanship or materials for a period of time in excess of the period described above and to cooperate with Tenant in the enforcement by Landlord, at Landlord's sole cost and expense, of any service contracts that provide service, repair or maintenance to any item incorporated in the Building for a period of time in excess of such period.

(b) Landlord shall use commercially reasonable efforts to enforce all warranties given by contractors and sub-contractors in connection with the roof throughout the full warranty period.

(c) Landlord shall use commercially reasonable efforts to enforce all warranties given by contractors and sub-contractors in connection with the Base Building Equipment (as defined below) throughout the full warranty period.

ARTICLE 4
RENT

Section 4.1 **Basic Rent**. In consideration of the leasing of the Demised Premises and the construction of the Improvements referred to in Article 3 hereof, Tenant covenants to pay Landlord, without previous demand therefor and without any right of setoff or deduction whatsoever (except as expressly provided for herein, including without limitation, Section 9.4(b)), at the office of Landlord at **201 West 4th, Pittsburg, Kansas 66762** or at such other place as Landlord may from time to time designate in writing, a rental ("Basic Rent") for the Demised Premises. The Basic Rent will be paid monthly and calculated as follows: (a) an amount sufficient to reimburse the City for the costs of issuance of the City Bonds, (b) an amount sufficient to pay debt service on the City Bonds when and as due, and (c) an amount to provide the City a premium on the debt service due on the City Bonds of one percent (1%), divided by one hundred twenty (120) (i.e. number of months during the Term; plus $25,000 monthly during the term of this Lease. Re-stating the calculation:

Monthly Basic Rent = ((a)+(b)+(c))/120) + $25,000.

Basic Rent for the Term will be paid in monthly installments to the City on or before the fifth (5th) day of each month (whether or not a business day), beginning on the Commencement Date:

Tenant shall remit its Basic Rent and Additional Rent by ACH transaction, or such other account as Landlord may otherwise direct in writing from time to time.

Section 4.2 **Additional Rent**. This Lease is intended to be a triple net lease and other than Landlord's obligations set forth in Section 3.10, Landlord and Tenant intend for the Tenant to be responsible for all maintenance, repair and replacement obligations of the Building. Basic Rent shall be net to Landlord so that this Lease shall yield, net to Landlord, the Basic Rent

specified in Section 4.1 in each year of the Term. Except as otherwise expressly set forth herein, all payments, PILOT (as defined below), insurance premium, utility charge, maintenance, repair or replacement, expense or other obligation under this Lease that is the responsibility of Tenant (and any such items, if paid for by Landlord directly and invoiced to Tenant for reimbursement if required herein, are sometimes hereinafter collectively referred to as "Additional Rent") when such amount is due. Notwithstanding the preceding sentence, Landlord and Tenant agree that Landlord shall not be obligated to perform any duties other than those set forth in Section 3.10, and Landlord should not undertake any obligations related to the Demised Premises after Substantial Completion without Tenant's prior written consent. If Tenant fails to pay or discharge any amount of Additional Rent, Landlord may send written notice of such failure to Tenant and in the event that Tenant does not pay such Additional Rent within thirty (30) days after receipt of such notice from Landlord, Landlord may, but shall not be obligated, to pay the same, and in such event, Tenant shall reimburse Landlord therefor as Additional Rent. Any Additional Rent paid by Landlord shall bear interest at the Default Rate of Interest from the time paid by Landlord until reimbursement from Tenant. Tenant shall pay any penalties or interest on PILOT payments or any other item of Additional Rent where Landlord is required to send notice hereunder unless such penalty or interest first arises thirty (30) or less days following the delivery to Tenant of the invoice for such obligation. Basic Rent and Additional Rent may sometimes be collectively referred to herein as "Rent".

Section 4.3 Delinquent Payments. All payments of Basic Rent and (except as provided in Section 4.2 above) Additional Rent shall be payable without previous demand therefor and without any right of setoff or deduction whatsoever, except as provided in Section 9.4(b) of this Lease, and in case of nonpayment of any item of Additional Rent by Tenant when the same is due, Landlord shall have, in addition to all its other rights and remedies, all of the rights and remedies available to Landlord under the provisions of this Lease or by law in the case of nonpayment of Basic Rent. The performance and observance by Tenant of all the terms, covenants, conditions and agreements to be performed or observed by Tenant hereunder shall be performed and observed by Tenant at Tenant's sole cost and expense. Any installment of Basic Rent or Additional Rent or any other charges payable by Tenant under the provisions hereof which is not paid in accordance with the terms of this Lease shall bear interest at an annual rate equal to the then applicable Prime Rate of interest plus four percent (4%), which is sometimes hereinafter referred to as the "Default Rate of Interest." "Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or if the Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H. 15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein or any similar release by the Federal Reserve Board (in all events established as of the day the Default Rate of Interest becomes applicable), but in no event in excess of the maximum lawful rate permitted to be charged. In addition, any installment of Basic Rent or Additional Rent or any other charges payable by Tenant under the provisions hereof which is not paid in accordance with the terms of this Lease shall be subject to a late payment fee of seven percent (7%) of the unpaid amount which late fee shall be assessed on the sixth (6th) day following such failure to pay.

Section 4.4 **Independent Obligations**. Except as otherwise expressly provided in this Lease, the covenants and obligations of Tenant to pay Basic Rent and Additional Rent hereunder shall be independent from any obligations, warranties or representations, express or implied, if any, of Landlord herein contained.

Section 4.5 **Security Deposit**. There shall be no security deposit in connection with this Lease.

Section 4.6 **Payment Obligations and PILOT**.

(a) Except as set forth in Section 9.2(a) below, as of the Commencement Date, Tenant shall be responsible for all maintenance, operation, repair and replacement obligations for the Demised Premises Building, parking lots and entryways within the Demised Premises (whether or not now customary or in the contemplation of the Parties) during the Term. Further, Tenant will make the payments for PILOT when due, per **Schedule 1**.

(b) Property Tax Payments Landlord and Tenant agree that Tenant is responsible for the following taxes, whether currently or hereafter in force or effect during the Term: (1) real property taxes and installments of assessments, special or otherwise, imposed upon the Property, and (2) Tenant shall not pay any of the following taxes which may or may not be taxed against Landlord or the Demised Premises: (A) federal, state, or local income taxes, and (B) franchise, gift, transfer, excise, capital stock, estate, succession, or inheritance taxes.

ARTICLE 5
USE OF DEMISED PREMISES

Section 5.1 **Permitted Use**. The Demised Premises may be used for general office, manufacturing, assembly, research and development, warehouse and laboratory use and purposes incidental to the foregoing (including typical amenities provided to tenants leasing manufacturing, laboratory and general office space), other uses permitted by applicable zoning regulations and for no other use or purpose whatsoever. Tenant shall not use or occupy the same, or knowingly permit them to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would violate any certificate of occupancy affecting the same, or which would make void or voidable any insurance then in force with respect thereto or which would make it impossible to obtain fire or other insurance thereon required to be furnished hereunder, or which would cause structural injury to the Improvements or cause the value or usefulness of the Demised Premises, or any portion thereof, to substantially diminish (reasonable wear and tear excepted), or which would constitute a public or private nuisance or waste or would violate any Hazardous Materials Laws (as defined in Section 10.5), and Tenant agrees that upon discovery of any such use, it will immediately take all necessary steps to compel the discontinuance of such use and remediate all damage resulting therefrom (unless same is caused by Landlord or its contractors, employees or agents, in which case Landlord will immediately take all necessary steps to compel discontinuance of such use and remediate all damage resulting therefrom).

Section 5.2 **Preservation of Demised Premises**. Tenant shall not use, suffer, or permit the Demised Premises, or any portion thereof, to be used by Tenant, any third party or the public in such manner in violation of applicable laws related to the Demised Premises, or in such manner as might reasonably tend to impair Landlord's title to the Demised Premises, or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or third persons, or of implied dedication of the Demised Premises, or any portion thereof. Nothing in this Lease contained and no action or inaction by Landlord shall be deemed or construed to mean that Landlord has granted to Tenant any right, power or permission to do any act or make any agreement that may create or give rise to or be the foundation for any such right, title, interest, lien, charge or other encumbrance upon the estate of Landlord in the Demised Premises.

Section 5.3 **Acceptance of Demised Premises**. Except as otherwise expressly set forth herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty express or implied, and expressly disclaims any and all oral, written, or implied representations to the Demised Premises or the Building or with respect to the suitability or fitness of either for the conduct of Tenant's business or for any other purpose and Tenant will accept the Demised Premises in first class condition and repair with all Base Building Equipment in good working order, subject to the obligations of the Parties pursuant to this Lease, including the Work Agreement. Tenant shall comply with the Permitted Encumbrances and any covenants, conditions, and restrictions affecting the Demised Premises and the Building that are recorded during the Term with the consent of Tenant (which consent will not be unreasonably withheld, conditioned or delayed so long as Tenant's Permitted Use is not impaired and Tenant's rights under this Lease are not decreased and obligations under this Lease are not increased, in each instance, other than in a *de minimis* respect).

ARTICLE 6
REAL ESTATE TAXES

Section 6.1 **Payment of Real Estate Taxes**. Tenant shall timely pay to Landlord the property taxes due under this Lease.

Section 6.2 **Intentionally Omitted**.

Section 6.3 **Levies and Other Taxes**. If, at any time during the Term, any method of taxation shall be such that there shall be levied, assessed or imposed on Landlord, or on the Basic Rent or Additional Rent or on the Demised Premises or on the value of the Demised Premises, or any portion thereof, a capital levy, sales or use tax, gross receipts tax or other tax on the Rents received therefrom, or a franchise tax, or an assessment, levy or charge measured by or based in whole or in part upon such Rents, or value, Tenant covenants to pay and discharge the same as a component of Additional Rent pursuant to Article 4 hereof. If the circumstance set forth in this Section 6.3 occurs, Tenant shall thereafter be relieved of the payments of any further PILOT under this Lease commencing on the day that the payment of the alternative tax or imposition is required. Nothing in this Lease contained shall require Tenant to pay any municipal, state or federal net income or excess profits taxes assessed against Landlord, or any municipal, state or federal

capital levy, estate, succession, inheritance or transfer taxes of Landlord, or corporation franchise taxes imposed upon any corporate owner of the fee of the Demised Premises.

ARTICLE 7
INSURANCE; RELEASE; INDEMNIFICATIONS

Section 7.1 Insurance Coverage.

(a) During the Term, Tenant, at its sole cost and expense, shall obtain and continuously maintain in full force and effect the following insurance coverage:

(i) Comprehensive general liability insurance against any loss, liability or damage on, about or relating to the Demised Premises, or any portion thereof, with limits of not less than Five Million Dollars ($5,000,000.00) combined single limit, per occurrence and aggregate, coverage on an occurrence basis, and Ten Million Dollars ($10,000,000.00) aggregate. Any such insurance obtained and maintained by Tenant shall name Landlord and Landlord's property manager and other designees in writing, each as an additional insured therein and shall be obtained and maintained from and with a reputable and financially sound insurance company authorized to issue such insurance in the state in which the Demised Premises are located. Such insurance shall specifically insure (by contractual liability endorsement) Tenant's obligations under Section 7.7 of this Lease.

(ii) Causes of Loss – Special Form insurance on the Tenant Improvements owned by Tenant in the Demised Premises from and after the Commencement Date, with a waiver of subrogation in favor of Landlord.

(iii) Worker's compensation insurance as required by applicable Law.

(iv) Comprehensive Automobile Liability insurance providing coverage against claims and losses resulting from bodily injury or property damage caused by or arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, whether owned, hired, or non-owned, that is used in the performance of operations outlined in this Lease. Insurance will provide limits of at least One Million Dollars ($1,000,000.00) per occurrence and in the aggregate annually, with no deductible for bodily injury and property damage.

(iv) Such other insurance and in such amounts as may from time to time be reasonably required by Landlord, against other insurable hazards which at the time are commonly insured against in the case of premises and/or buildings or improvements similar in construction, design, general location, use and occupancy to those on or appurtenant to the Demised Premises.

The insurance set forth in this Section 7.1(a) shall be maintained by Tenant at not less than the limits set forth herein until reasonably required to be changed by Landlord, in writing, whereupon Tenant covenants to obtain and maintain thereafter such protection in the amount or amounts so required by Landlord, provided Landlord's requirements are customary with respect to tenants occupying whole buildings similar to and in the vicinity of the Building.

(b) Landlord will (except for the optional coverages and endorsements set forth below) at all times during the Term maintain the insurance this Section 7.1(b) describes.[1]

(i) Property insurance on the Building in an amount not less than the Full Replacement Cost of the Improvements, including, overhead cranes, uninterrupted power supplies, generators, raised access flooring, the heavy duty equipment elevator, lightning protection equipment, and extraordinary foundation (but excluding Tenant's furnishings, trade fixtures and equipment, prototypes, models, test articles or objects, and antennas), insuring against loss or damage by fire and such other risks as are covered by the current ISO Special Form policy. "Full Replacement Cost" shall be interpreted to mean the cost of replacing the Improvements, (excluding footings and foundations), without deduction for depreciation or wear and tear, and it shall include a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Improvements, in the event of damage thereto or destruction thereof. Landlord, at its option, may obtain such additional coverages or endorsements as Landlord deems appropriate or necessary, including, without limitation, insurance covering foundation, grading, excavation and debris removal costs; business income and rent loss insurance; boiler and machinery insurance; ordinance or laws coverage; earthquake insurance; flood insurance; and other coverages. Landlord may maintain such insurance in whole or in part under blanket policies. Such insurance will not cover or be applicable to any personal property prototypes, models, test articles or objects, or trade fixtures of Tenant within the Demised Premises or otherwise located at the Demised Premises or any other such property (including that of third parties) in Tenant's care, custody or control at the Land. Such insurance shall specifically insure (by contractual liability endorsement) Landlord's obligations under Section 7.7 of this Lease.

(ii) Commercial general liability insurance against claims for bodily injury, personal injury, and property damage occurring on the Land in such amounts as Landlord deems necessary or appropriate, but with limits of not less than Two Million Dollars ($2,000,000.00) combined single limit, per occurrence and aggregate, coverage on an occurrence basis. Such liability insurance will protect only Landlord and, at Landlord's option, Landlord's lender, Landlord's property manager, and does not replace or supplement the liability insurance this Lease obligates Tenant to carry.

Section 7.2 **Insurance Provisions**. Each policy required under this Article 7 shall have attached thereto (a) an endorsement that such policy shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Landlord or Tenant, as applicable, and (b) an endorsement to the effect that the insurance as to the interest of Landlord shall not be invalidated by any act or neglect of Landlord or Tenant. Prior to the execution of this Lease, Tenant shall provide to Landlord certificates of insurance evidencing the coverage required hereunder, and thereafter, Tenant shall deliver to Landlord certificates of insurance within thirty (30) days of Landlord's written request therefor.

Section 7.3 **Waiver of Subrogation and Release**. The Parties shall cause to be inserted in their respective policy or policies of insurance required by this Article 7 hereof a so-called "Waiver of Subrogation Clause". Each Party hereby waives, releases and discharges the

[1] TBD: To be confirmed whether Landlord will be maintaining any property insurance.

other, its agents and employees from all claims whatsoever arising out of loss, claim, expense or damage to or destruction covered or coverable by insurance required under this Article 7 notwithstanding that such loss, claim, expense or damage may have been caused by such other Party, its agents or employees, and each Party agrees to look only to the insurance coverage in the event of such loss.

Section 7.4 **Tenant's Personal Property**. Tenant shall maintain insurance coverage upon Tenant's personal property or the personal property of others (except for Landlord, and its agents and employees) kept, stored or maintained on the Demised Premises against loss or damage by fire, windstorm or other casualties or causes for such amount as Tenant may desire, and Tenant agrees that such policies shall contain a "Waiver of Subrogation Clause" as to Landlord.

Section 7.5 **Unearned Premiums**. Upon expiration of the Term, the unearned premiums upon any insurance policies or certificates thereof lodged with Landlord by Tenant shall, subject to the provisions of ARTICLE 13 hereof, be payable to Tenant.

Section 7.6 **Blanket Insurance Coverage**. Nothing in this Article 7 shall prevent Tenant from taking out insurance of the kind and in the amount provided for under the preceding paragraphs of this Article 7 under a blanket insurance policy or policies (certificates thereof reasonably satisfactory to Landlord shall be delivered to Landlord) which may cover other properties owned or operated by Tenant as well as the Demised Premises.

Section 7.7 **Indemnifications**.

(a) Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from third party claims: (i) for personal injury, bodily injury, death, or property damage occurring in the Demised Premises; or (ii) for incidents occurring in or about the Demised Premises. Tenant's indemnification shall not apply to third party claims arising out of the gross negligence or willful misconduct of Landlord and Landlord's agents, employees, or contractors.

(b) Landlord hereby agrees to indemnify, defend, and hold Tenant harmless from third party claims for personal injury, bodily injury, death, or property damage caused by the gross negligence or willful misconduct of Landlord and Landlord's agents, employees, or contractors.

ARTICLE 8
UTILITIES

Section 8.1 **Payment of Utilities**. From and after the Commencement Date, Tenant will pay directly to the utility providing such utility services to the Demised Premises or chargeable against the Demised Premises, including all charges for water, sewage, heat, gas, electricity, telephone, data lines and cable installations, steam, power, trash removal or other public

or private utility services. [Prior to the Commencement Date, Landlord shall pay for all utilities or services at the Demised Premises.][2]

Section 8.2 **Additional Charges**. Except for any charge or fee related to a Tenant-requested change or expansion to utilities, which charge or fee should be paid by Tenant, in the event that any other charge or fee is required after the Commencement Date by the State of Kansas, or by any agency, subdivision, or instrumentality thereof, or by any utility company furnishing services or utilities to the Demised Premises, as a condition precedent to furnishing or continuing to furnish utilities or services to the Demised Premises, such charge or fee shall be paid by Landlord (and included within Total Construction Costs hereunder). The provisions of this Section 8.2 shall include, but not be limited to, any charges or fees for present or future water or sewer capacity to serve the Demised Premises, any charges for the underground installation of gas or other utilities or services, and other charges relating to the extension of or change in the facilities necessary to provide the Demised Premises with adequate utility services.

ARTICLE 9
REPAIRS

Section 9.1 **Tenant's Obligations for Repairs and Maintenance**.

(a) Save and except for Landlord's repair and maintenance obligations provided for the guaranty against defective materials and workmanship or other guaranties provided for in Section 3.10 hereof, and the completion of Punch List items provided for in the Work Agreement, Tenant shall (i) take good care of the Demised Premises and shall keep the same in good order, condition and repair in a manner comparable to other similar first class office and industrial building standards in Pittsburg, Kansas, and shall make and perform all routine maintenance thereof, all repairs thereto (including without limitation the storm water structures and facilities (including without limitation inlets, outlets, pipes and retention ponds) serving the Demised Premises), interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description; (ii) keep and pay the costs of keeping the interior of the Improvements and the fixtures, signage and equipment which serve and are contained within the Improvements exclusively in good order, including providing janitorial services; (iii) reimburse Landlord for Landlord's cost to repair and maintain the interior of the Improvements to the extent such repair and maintenance is Landlord's obligation under this Lease; (iv) pay Landlord for repairs, maintenance and replacements to the Building if any such repairs, maintenance or replacements are needed because of Tenant's misuse or primary negligence, except to the extent that a claim for such repairs or replacements is waived under Section 7.4 hereof; (v) repair, maintain and replace special equipment or decorative treatments above Building standard installed by or at Tenant's request and that serve the Improvements only, except (A) to the extent the repairs, maintenance or replacements are needed because of Landlord's or a third party's misuse or primary negligence and the claim is not waived under Section 7.4 hereof; or (B) if the Lease is ended under

[2] TBD: Will Landlord or Tenant be responsible for payment of utilities during construction? Will utilities be in the project budget?

Article 14 (Destruction and Restoration), Article 15 (Condemnation), or Section 13.9 (Landlord's Default); and (vi) not commit or permit waste.

(b) All repairs made by Tenant shall be at least equal in quality to the original work and shall be made by Tenant in accordance with all Laws whether heretofore or hereafter enacted. The necessity for or adequacy of maintenance and repairs shall be measured by the standards which are appropriate for improvements of similar construction and class, provided that Tenant shall in any event make all repairs necessary to avoid any structural damage or other damage or injury to the Improvements.

(c) Tenant shall cause bi-annual roof inspections of the Improvements to be conducted by a professional roofing company and shall provide Landlord with a copy of the annual inspection report within ten (10) days after receipt. Tenant shall provide for completion of all roof repairs by manufacturer approved firms, and neither Landlord nor Tenant shall allow any roof warranty to be voided.

(d) Tenant shall cause required fire sprinkler testing to be conducted by a professional fire sprinkler company in accordance with the codes and standards of the National Fire Protection Agency and shall provide Landlord with a copy of all reports and test results within ten (10) days after receipt.

(e) Tenant shall take good care of, repair and maintain all driveways, pathways, roadways, sidewalks, curbs, spur tracks, parking areas (including truck courts), loading areas, landscaped areas, entrances and passageways within the Demised Premises in good order and repair and shall promptly and reasonably remove all accumulated snow, ice and debris from any and all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, entrances and passageways within the Demised Premises, and keep all portions of the Demised Premises, including areas appurtenant thereto, in a clean and orderly condition free of snow, ice, dirt, rubbish, debris and unlawful obstructions.

Section 9.2 Landlord's Obligations for Repairs and Maintenance.

(a) During any period when Warranties are still in force and effect, Landlord shall maintain, repair and replace the following items of the Building: (i) the roof and roof membrane in watertight condition, (ii) the exterior walls (except paint), (iii) the foundation, (iv) any other structural elements, including internal structural or load-bearing walls, and (v) Base Building equipment and systems specified in **Exhibit B-1** or otherwise located within the Improvements (the "Base Building Equipment"), provided however, that Tenant shall be responsible for any supplemental or specialty systems installed by Tenant or in the event that Tenant requests Alterations pursuant to Section 20.1 hereof, then Landlord may condition its approval for such Alteration on Tenant's additional cost for excess wear and tear on any Base Building Equipment. When used in this Article 9, "repairs" shall include all replacements,

renewals, alterations, additions and betterments required or advisable for the prudent operation of first-class office and industrial building standards in Pittsburg, Kansas.

(b) All repairs made by Landlord under Section 9.2(a) shall be at least equal in quality to the original work and shall be made by Landlord in accordance with all Laws whether heretofore or hereafter enacted. The necessity for or adequacy of maintenance and repairs shall be measured by the standards which are appropriate for improvements of similar construction and class, provided that Landlord shall in any event make all repairs necessary to avoid any structural damage or other damage or injury to the Improvements.

Section 9.3 Prohibition Against Waste. Tenant shall not do or suffer any waste, damage, or injury to the Demised Premises, or any improvements hereafter erected thereon, or to the fixtures or equipment therein, or permit or suffer any overloading of the floors or other use of the Improvements that would place an undue stress on the same or any portion thereof beyond that for which the same was designed.

Section 9.4 Right to Effect Repairs.

(a) If Tenant fails to perform any of its obligations under this Article 9, and such failure continues for thirty (30) days after Landlord delivers to Tenant written notice of such failure, provided however, that such period shall be extended for an additional reasonable period of time in the event that Tenant has commenced and is diligently pursuing such obligations during the initial thirty (30)-day period, then Landlord may, if it so elects, in addition to any other remedies provided herein, effect such repairs and maintenance. Any reasonable sums expended by Landlord in effecting such repairs and maintenance shall be due and payable within forty-five (45) days after Landlord delivers to Tenant a reasonably detailed statement therefor, together with interest thereon at the Default Rate of Interest from the due date to the date of repayment by Tenant. Tenant shall maintain at the Demised Premises all maintenance records and logs for all Building equipment and systems (excluding trade fixtures), which records and logs Tenant shall make available for Landlord's review and photocopying upon no less than twenty-four (24) hours' prior written notice.

(b) If Landlord fails to perform any of its obligations under this Article 9, and such failure continues for thirty (30) days after Tenant delivers to Landlord written notice of such failure, provided however, that such period shall be extended for an additional reasonable period of time in the event that Landlord has commenced and is diligently pursuing such obligations during the initial thirty (30)-day period, then provided such failure on the part of Landlord materially interferes with Tenant's use of the Demised Premises in any manner, Tenant shall have the right to perform Landlord's obligations (and Landlord agrees that Tenant will have access to the Building, Base Building Equipment and Building structure to the extent necessary to perform the work contemplated by this provision), and any reasonable sums expended by Tenant in performing such obligations shall be due and payable within forty-five (45) days after Tenant delivers to Landlord a reasonably detailed statement therefor, together with interest thereon at the Default Rate of Interest from the due date to the date of payment by Landlord. If Landlord fails to pay the amount set forth on Tenant's statement within forty-five (45) days after delivery thereof, then Tenant shall be entitled to deduct from

Basic Rent and Additional Rent next due and owing the amounts expended by Tenant, including interest, until Tenant has been reimbursed in full. As a condition to exercising its self-help rights pursuant to this Section 9.4, Tenant shall deliver to any Mortgagee a copy of each notice delivered to Landlord and afford such Mortgagee the same opportunity to cure as afforded Landlord hereunder. In performing any repairs or replacements pursuant to this Section 9.4, Tenant shall (i) comply with all applicable Laws, insurance requirements and warranties, (ii) use materials and equipment compatible with the existing elements of the Building and of quality equal to or better than the original work, (iii) perform such work in a good and workmanlike manner, using only qualified contractors, licensed and bonded, (iv) complete such work free of mechanics' or other liens, and (v) provide Landlord with a copy of all operating manuals and warranties in connection with such work. If any such failure by Landlord to perform its obligations under this Article 9 results in an immediate threat of bodily harm to Tenant's employees, agents or invitees, or damage to Tenant's property, Tenant may perform such obligation without prior notice to Landlord, provided, however, in that event Tenant shall deliver written notice to Landlord as soon as possible after commencement of such performance.

Section 9.5 Misuse or Neglect. Subject to the release and waiver of subrogation set forth in Section 7.3, Tenant shall be responsible for the costs incurred by Landlord for all repairs to the Building which are made necessary by any misuse or neglect by: (i) Tenant or any of its officers, agents, employees, contractors, licensees, or subtenants; or (ii) any visitors, patrons, guests, or invitees of Tenant or its subtenants while in or upon the Demised Premises. Subject to the release and waiver of subrogation set forth in Section 7.3, Landlord shall be responsible at its own cost and expense for all repairs to the Building which are made necessary by any misuse or neglect by Landlord or any of its officers, agents, employees or contractors.

ARTICLE 10
COMPLIANCE WITH LAWS AND ORDINANCES

Section 10.1 Compliance with Laws and Ordinances.

(a) Landlord shall deliver possession of the Demised Premises to Tenant with the Improvements in compliance with all applicable Laws (defined below). In furtherance of the foregoing, as of the Commencement Date, the Demised Premises shall comply with the Americans with Disabilities Act of 1990, as the same may have been modified or amended, and the regulations that have been promulgated in connection therewith. From and after the Commencement Date, the Demised Premises shall be in first-class condition and repair and all Base Building Equipment shall be in good working order on an integrated basis, as contemplated by the Work Agreement and the terms of this Lease.

(b) Landlord shall, throughout the Term, and at Landlord's sole cost and expense, comply or cause compliance with or remove or cure any violation of any and all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Demised Premises and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Demised Premises are situated,

or any other body now or hereafter constituted exercising lawful or valid authority over the Demised Premises, or any portion thereof, or the sidewalks, curbs, roadways, alleys, entrances or railroad track facilities adjacent or appurtenant thereto, or exercising authority with respect to the use or manner of use of the Demised Premises, or such adjacent or appurtenant facilities, relevant to Tenant's specific use and occupancy of the Demised Premises (collectively, "Laws").

(c) Until Substantial Completion of the Improvements, Landlord shall be responsible to comply with all applicable Laws which require the modification or installation of a capital improvement to the Building. As of the Commencement Date, Tenant shall be responsible to comply with all applicable Laws which require the modification or installation of a capital improvement to the Building The cost of such compliance shall be the responsibility of the Party responsible for compliance as set forth above.

(d) Tenant shall be responsible for compliance with all Laws if and only if such requirements directly result from (a) Tenant's specific use of the Demised Premises, (b) a use which is not permitted by applicable zoning, or (c) for damage caused directly by Tenant. In performing its obligations under this Section 10.1(d), Tenant shall have the benefit of the "grandfathering" or similar compliance deferral provision, if any, of the applicable Laws.

Section 10.2 Compliance with Permitted Encumbrances. Tenant, at its sole cost and expense, shall comply with all agreements, contracts, easements, restrictions, reservations or covenants, if any, contained in the Permitted Encumbrances, or hereafter consented to, in writing, by Tenant or requested, in writing, by Tenant. In performing its obligations pursuant to Section 9.2, Landlord shall not cause a violation of any of the Permitted Encumbrances. Landlord and Tenant shall comply with, observe and perform all provisions and requirements of all policies of insurance at any time in force with respect to the Demised Premises and required to be obtained and maintained under the terms of Article 7 hereof and shall comply with all development permits issued by governmental authorities in connection with development of the Demised Premises.

Section 10.3 Tenant's Right to Contest Laws and Ordinances.

(a) After prior written notice to Landlord, Tenant, at its sole cost and expense and without cost or expense to Landlord, shall have the right to contest the validity or application of any Laws referred to in this Article 10 in the name of Tenant, by appropriate legal proceedings diligently conducted but only if compliance with the terms of any such Laws pending the prosecution of any such proceeding may legally be delayed without the incurrence of any lien, charge or liability of any kind against the Demised Premises, or any portion thereof, and without subjecting Landlord or Tenant to any liability, civil or criminal, for failure so to comply therewith until the final determination of such proceeding; provided, however, if any lien, charge or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest as aforesaid and delay as aforesaid, provided that such delay would not subject Tenant or Landlord to criminal liability and Tenant prosecutes the contest with due diligence and in good faith. Landlord shall reasonably cooperate in connection with any such contest by Tenant.

(b) If necessary or proper to permit Tenant so to contest the validity or application of any such Laws, Landlord shall, at Tenant's sole cost and expense, including reasonable attorneys' fees incurred by Landlord, execute and deliver any appropriate papers or other documents; provided, Landlord shall not be required to execute any document or consent to any proceeding which would result in the imposition of any cost, charge, expense or penalty on Landlord or the Demised Premises.

Section 10.4 Compliance with Hazardous Materials Laws.

(a) Except as to minor amounts of chemicals generally used in most offices (such as copier toner) and minor amounts of cleaning supplies in compliance with all Laws, Tenant shall not bring any Hazardous Materials (as hereinafter defined) onto or generate within the Demised Premises or allow under its authority any Hazardous Materials to be brought onto or generated within the Demised Premises in violation of Hazardous Materials Laws. Tenant shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any oil, petroleum products, flammable explosives, asbestos, urea formaldehyde, polychlorinated biphenyls, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including without limitation any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under any such laws, ordinances or regulations (collectively, "Hazardous Materials").

(b) Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required by Hazardous Materials Laws for Tenant's use of the Demised Premises, including, without limitation, discharge of (appropriately treated) materials or waste into or through any sanitary sewer system serving the Demised Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials to be removed from the Demised Premises and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such Hazardous Materials and wastes. Tenant shall in all respects, handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Demised Premises in complete conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding the management of such Hazardous Materials. All reporting obligations to the extent imposed upon Tenant by Hazardous Materials Laws are solely the responsibility of Tenant. Upon expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Materials (to the extent such Hazardous Materials are generated, stored, released or disposed of during the Term by Tenant) to be removed from the Demised Premises and transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Materials Laws. Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in, on, about or under the Demised Premises, nor enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to or in any way connected with the Demised Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear,

intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto. In addition, at Landlord's request, at the expiration of the Term, Tenant shall remove all tanks or fixtures which were placed on the Demised Premises by Tenant (or anyone acting by, through or under Tenant) during the Term and which contain, have contained or are contaminated with, Hazardous Materials.

(c) Tenant shall promptly notify Landlord in writing of (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against Landlord, or the Demised Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in, on or about the Demised Premises or with respect to any Hazardous Materials removed from the Demised Premises, including, any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant shall also provide to Landlord, as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Demised Premises or Tenant's use thereof. Upon written request of Landlord (to enable Landlord to defend itself from any claim or charge related to any Hazardous Materials Law), Tenant shall promptly deliver to Landlord notices of hazardous waste manifests reflecting the legal and proper disposal of all such Hazardous Materials removed or to be removed from the Demised Premises. All such manifests shall list Tenant or its agent as a responsible party and in no way shall attribute responsibility for any such Hazardous Materials to Landlord.

Section 10.5 **Hazardous Materials Representation by Landlord**. Landlord has obtained a Phase 1 environmental report for the Demised Premises and delivered a copy of same to Tenant before the Effective Date. Landlord represents to Tenant that, prior to the Commencement Date, other than minor amounts of chemicals generally used in the construction of the Improvements and only in strict compliance with Hazardous Materials Laws, Landlord has not caused the generation, storage or release of Hazardous Materials upon the Demised Premises. Throughout the Term, Landlord will immediately deliver to Tenant complete copies of all notices, demands, or other communications received by Landlord from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding in any way (a) alleged violations or potential violations of any Hazardous Materials Laws or otherwise asserting the existence or potential existence of any condition or activity on the Demised Premises that is or could be dangerous to life, limb, property, or the environment (including without limitation water or air quality), or (b) releases or threatened releases of Hazardous Materials upon, under, at, in, or from the Demised Premises. Landlord shall immediately, upon Landlord receiving actual notice thereof, advise Tenant in writing (and orally in the event of a release or other emergency) of (a) any and all enforcement, cleanup, removal, mitigation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Hazardous Materials Laws affecting the Demised Premises; (b) all claims made or threatened by any third party against the Demised Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or

threatened use, handling, generation, manufacture, production, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal, or presence of any Hazardous Materials on, under, from, to, or about the Demised Premises; (c) the discovery of any occurrence or condition at the Demised Premises that could cause the Demised Premises to be the subject of a claim, order, or action under any Hazardous Materials Laws or that is or could be dangerous to life, limb, property or the environment (including, without limitation, water or air quality), or (d) the discovery of any occurrence or condition at the Demised Premises that could subject the Landlord or Tenant to any material adverse effect on ownership, occupancy, transferability, marketability, or use of the Demised Premises under or as a consequence of any Hazardous Materials Laws. Landlord shall promptly observe, perform, and comply with all Hazardous Materials Laws applicable to the activities of Landlord and Landlord shall assume full responsibility for all enforcement, clean-up, removal, and mitigation orders or other governmental, regulatory, or judicial acts or orders instituted pursuant to or required for compliance with any Hazardous Materials Laws affecting the Demised Premises for which Landlord has responsibility under the terms of this Lease, that relate to Hazardous Materials present in the Demised Premises prior to delivery of possession to Tenant; and in all events arise out of acts or failures that are not caused by Tenant, and Landlord shall make all repairs and restorations to the Demised Premises required following the completion thereof.

Section 10.6 **Cost of Compliance**. Notwithstanding anything set forth in this Lease to the contrary, Tenant shall be responsible only for that part of the cost of compliance with Hazardous Materials Laws which relates directly to a breach by Tenant of the covenants contained in this Lease to be kept and performed by Tenant, including but not limited to the covenants contained in Section 10.4.

Section 10.7 **Environmental Indemnification**. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold Landlord and each of Landlord's officers, directors, partners, members, employees, agents, attorneys, successors and assigns free and harmless from and against any and all claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including attorneys' fees) for death or injury to any person or damage to any property whatsoever (including water tables and atmosphere) arising or resulting from the presence or discharge of Hazardous Materials, in, on, under, upon or from the Demised Premises or from the transportation or disposal of Hazardous Materials to or from the Demised Premises, to the extent caused by Tenant or occurring after delivery of possession to Tenant, and are not caused by Landlord. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repairs, clean-up or detoxification or decontamination of the Demised Premises, and the presence and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration of or early termination of the Term. For purposes of the indemnity provided herein, any acts or omissions of Tenant, or its employees, agents, customers, sub-lessees, assignees, invitees, contractors or sub-contractors (whether or not they are negligent, intentional, willful or unlawful) shall be attributable to Tenant. Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant), protect and hold Tenant and each of Tenant's officers, directors, partners, employees, agents, attorneys, successors and assigns free and harmless from and against any and all claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including

attorneys' fees) for death or injury to any person or damage to any property whatsoever (including water tables and atmosphere) arising or resulting from the presence or discharge of Hazardous Materials, in, on, under, upon or from the Demised Premises located thereon or from the transportation or disposal of Hazardous Materials to or from the Demised Premises, to the extent caused by Landlord and are not caused by Tenant. Landlord's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repairs, clean-up or detoxification or decontamination of the Demised Premises or the Improvements, and the presence and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration of or early termination of the Term. For purposes of the indemnity provided herein, any acts or omissions of Landlord, or its employees, agents, customers, sub-lessees, assignees, contractors or sub-contractors of Landlord shall be attributable to Landlord.

Section 10.8 **Survival**. The respective rights and obligations of Landlord and Tenant under this Article 10 shall survive the expiration or earlier termination of this Lease for a period of one (1) year.

ARTICLE 11
MECHANIC'S LIENS AND OTHER LIENS

Section 11.1 **Freedom from Liens**. Tenant shall not suffer or permit any mechanic's lien or other lien to be recorded against the Demised Premises, or any portion thereof, by reason of work, labor, skill, services, equipment or materials supplied to the Demised Premises at the request of Tenant, or anyone holding the Demised Premises, or any portion thereof, through or under Tenant. If any such mechanic's lien or other lien shall at any time be recorded against the Demised Premises, or any portion thereof, Tenant shall cause the same to be released of record by payment within ten (10) business days after the date of recording the same. If Tenant shall fail to obtain the release of such mechanic's lien or liens or other lien within such period, then, in addition to any other right or remedy of Landlord, after five (5) days prior written notice to Tenant, Landlord may, but shall not be obligated to, obtain the release of the same by paying to the claimant the amount claimed to be due, or as may in the future be provided by present or future Laws for the release of such lien as a lien against the Demised Premises. Any amount paid by Landlord, or the value of any deposit so made by Landlord, together with all reasonable, actual costs, fees and expenses in connection therewith (including reasonable attorney's fees of Landlord), together with interest thereon at the Default Rate of Interest set forth in Section 4.3 hereof, shall be repaid by Tenant to Landlord on demand by Landlord as Additional Rent. Tenant shall indemnify and defend Landlord against and save Landlord and the Demised Premises, and any portion thereof, harmless from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including, without limitation, reasonable attorney's fees resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien or other lien. Notice is hereby given that Landlord shall not be liable for any labor, services, materials, supplies, skill, machinery, fixtures or equipment furnished or to be furnished to Tenant upon credit, and that no mechanic's lien for any such labor, services, materials, supplies, machinery, fixtures or equipment shall attach to or affect the estate or interest of Landlord in and to the Demised Premises, or any portion thereof, except for work contracted by Landlord, including

the Improvements, as provided in the Work Agreement attached hereto as **Exhibit B** or in Section 11.2.

Section 11.2 Landlord's Indemnification. The provisions of Section 11.1 above shall not apply to any mechanic's lien for labor, services, materials, supplies, machinery, fixtures or equipment furnished to the Demised Premises in the performance of Landlord's obligations to construct the Improvements required by the provisions of Article 3 hereof, and Landlord does hereby agree to indemnify and defend Tenant against and save Tenant and the Demised Premises, and any portion thereof, harmless from all losses, costs, damages, expenses, liabilities and obligations, including, without limitation, reasonable attorney's fees resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien.

Section 11.3 Removal of Liens. Except as otherwise provided for in this Article 11, Tenant shall not create, permit or suffer, and shall promptly discharge and satisfy of record (by payment or posting a bond sufficient to constitute a discharge), any other lien, encumbrance, charge, security interest, or other right or interest which shall be or become a lien, encumbrance, charge or security interest upon the Demised Premises, or any portion thereof, or the income therefrom, or on the interest of Landlord or Tenant in the Demised Premises, or any portion thereof, save and except for those liens, encumbrances, charges, security interests, or other rights or interests consented to, in writing, by Landlord, or those mortgages, assignments of rents, assignments of leases and other mortgage documentation placed thereon by Landlord in financing or refinancing the Demised Premises.

ARTICLE 12
BUILDING SERVICES AND OPERATIONS

Section 12.1 Building Services. Tenant shall arrange for the provision of the following services to the Demised Premises:

(a) Heating, ventilation, and air conditioning ("HVAC") for the Demised Premises to maintain temperatures for comfortable use and occupancy in light of the Tenant Improvements and to support equipment as set forth in the Building Specifications attached hereto as **Exhibit B-1**. Landlord shall be responsible for maintaining the HVAC system in a manner comparable to other buildings of similar class in Crawford County, Kansas (except that in the event that Tenant installs any supplemental HVAC system, then Tenant shall be responsible for all maintenance, repair and replacement of such supplemental system);

(b) Hot and cold water sufficient for drinking, lavatory, toilet, and ordinary cleaning purposes to be drawn from approved fixtures in the Demised Premises;

(c) Electricity and natural gas to the Demised Premises that provides electric current in reasonable amounts necessary for normal office use, lighting, and HVAC;

(d) Maintenance of exterior common areas in a manner comparable to other buildings of similar class in Crawford County, Kansas. The maintenance shall include of sidewalks,

parking and landscaped areas; illumination; snow shoveling; deicing; repairs; replacements; lawn care and landscaping; and

(e) Security for common areas and trash removal for common areas in a manner comparable to other buildings of similar class in Crawford County, Kansas.

Section 12.2 24 Hour Access. Tenant, its employees, agents, and invitees shall have access to the Demised Premises twenty-four (24) hours a day, seven (7) days a week without any additional charge or costs, and at least one (1) elevator shall be available for Tenant's use within the Building at all times. Basic Rent and Additional Rent shall abate during any closing of the Building that lasts more than three (3) consecutive business days if the cause of such closing and the cure thereof is within Landlord's control. Tenant, at its sole cost and expense, shall have the right to install, maintain, repair, operate, and remove a perimeter access system of its choice with respect to the Demised Premises, which perimeter access system may include, but not be limited to, electronic card readers on all entrances to the Building and vehicle access control, such as guardhouses, at the entrances to the Land. Subject to the provisions of Section 21.1 hereof, Landlord shall have access to the Demised Premises.

Section 12.3 Interruption of Services. If any essential services (such as HVAC, passenger elevators, if necessary for reasonable access, electricity, water) supplied by Landlord are interrupted, and the interruption is within the control of Landlord and Landlord has failed to take commercially reasonable efforts to restore the services for any reason other than casualty whereby the provisions of Article 14 shall control, Tenant shall be entitled to an abatement of Basic Rent and Additional Rent. The abatement shall begin on the fourth (4th) consecutive business day of the interruption and shall apply to that portion of the Demised Premises rendered unusable. The abatement shall end when the services are restored to the portion of the Demised Premises affected by such interference. Tenant shall have the option to cancel the Lease if the interruption unreasonably and materially interferes with Tenant's use of or access to the Demised Premises for at least thirty (30) consecutive days or exceeds a total of one hundred eighty (180) days during any consecutive three (3) year period during the Term if the cause of such interruption and the cure thereof is within Landlord's control and Landlord has failed to take commercially reasonable efforts to restore the services. To exercise this option Tenant must give Landlord notice of the cancellation within ten (10) days from the end of the thirty (30) day period or following such one hundred eighty (180) days for persistent (but non-consecutive) interruptions. During any such interruption, Landlord shall use commercially reasonable efforts to restore the services as promptly as is possible.

Section 12.4 Easements. Landlord shall reasonably cooperate with any request of Tenant for any easements or licenses as may be necessary or desirable for Tenant to install communications equipment or other services in furtherance of its business operations. Such cooperation shall include, but not be limited to, granting such rights over land controlled by Landlord, enlisting the cooperation of other landowners, preparing and recording appropriate instruments to ensure such rights continue through the Term, trenching and other documentary, physical and communication needs.

Section 12.5 Security. From and after the Anticipated Commencement Date, Tenant shall be responsible for its own security for the Demised Premises during the Term.

Section 12.6 Communications. Tenant shall have the right to grant licenses to communication service providers for required antennas and equipment. In addition, Tenant shall have the right to install underground cabling and similar structures in support of its operations.

ARTICLE 13
DEFAULTS

Section 13.1 Event of Default. Each of the following events listed in this Section 13.1 shall constitute an "Event of Default":

(a) If default shall be made in the due and punctual payment of any Basic Rent or Additional Rent payable under this Lease or in the payment of any obligation to be paid by Tenant, when and as the same shall become due and payable, and such default shall continue for a period of five (5) business days after written notice thereof is given by Landlord to Tenant;

(b) If Tenant fails to keep, observe or perform any of the other obligations contained in this Lease, other than those referred to in subparagraphs (a) and (c) of this Section 13.1, and such failure shall continue for a period of thirty (30) days after written notice thereof is given by Landlord to Tenant, or in the case of such a default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, and Tenant fails to proceed promptly and with due diligence and in good faith to cure the same and thereafter to prosecute the curing of such default with due diligence and in good faith, it being intended that in connection with a default which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, that the time allowed Tenant within which to cure the same shall be extended for such period as may be reasonably necessary for the curing thereof promptly with due diligence and in good faith, provided that in the absence of Unavoidable Delay, such time period may be extended for up to sixty (60) days beyond the thirty (30) day period for an aggregate of ninety (90) days;

(c) If default shall be made by Tenant, by operation of law or otherwise, under the provisions of Article 16 hereof relating to assignment, sublease, mortgage or other transfer of Tenant's interest in this Lease or in the Demised Premises or in the income arising therefrom, and such default is not cured within ten (10) business days after written notice thereof from Landlord to Tenant;

then, and in any such event, Landlord, at any time thereafter during the continuance of any such Event of Default, may give written notice to Tenant specifying such Event of Default or Events of Default and stating that this Lease shall expire and terminate on the date specified in such notice, and upon the date specified in such notice this Lease and the terms hereby demised, and all rights of Tenant under this Lease, including all rights of renewal whether exercised or not, shall expire and terminate, or in the alternative or in addition to the foregoing remedy, Landlord may assert and have the benefit of any other remedy allowed herein, at law, or in equity.

Section 13.2 **Surrender of Demised Premises**. Upon any expiration or termination of this Lease, Tenant shall quit and peaceably surrender the Demised Premises, in good working order and repair and broom-clean condition, and all portions thereof, to Landlord, and Landlord, upon or at any time after any such expiration or termination, may, only in accordance with applicable Laws, without further notice, enter upon and reenter the Demised Premises, and all portions thereof, and possess and repossess itself thereof, by force, summary proceeding, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises, and all portions thereof, and may have, hold and enjoy the Demised Premises and the right to receive all rental and other income of and from the same.

Section 13.3 **Reletting by Landlord**. At any time during the continuance of an Event of Default, or from time to time after any such expiration or termination, Landlord may relet the Demised Premises, or any portion thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions (which may include concessions or free Rent) as Landlord, in its reasonable discretion, may determine and may collect and receive the rents therefor. Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises, or any part thereof, or for any failure to collect any rent due upon any such reletting, provided that Landlord uses commercially reasonable efforts to mitigate its losses and, upon such reletting, enforce the terms of such lease.

Section 13.4 **Survival of Tenant's Obligations**. No such expiration or termination of this Lease shall relieve Tenant of its liabilities and obligations under this Lease (as if this Lease had not been so terminated or expired), and such liabilities and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Demised Premises, or any portion thereof, shall have been relet, Tenant shall pay to Landlord a sum equal to the Basic Rent, and the Additional Rent, and any other charges required to be paid by Tenant, up to the time of such expiration or termination of this Lease, and thereafter Tenant, until the end of what would have been the Term in the absence of such expiration or termination, shall be liable to Landlord for, and shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default:

(a) The amount of the Basic Rent and Additional Rent which would be payable under this Lease by Tenant if this Lease were still in effect, less

(b) The net proceeds of any reletting effected pursuant to the provisions of Section 13.3 hereof after deducting all of Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees, alteration costs, and expenses of preparation of the Demised Premises, or any portion thereof, for such reletting, with such expenses prorated for the term of such reletting and Tenant only being charged for such portion corresponding to the remainder of the Term (had there been no Event of Default).

Tenant shall pay such current damages in the amount determined in accordance with the terms of this Section 13.4, as set forth in a written statement thereof from Landlord to Tenant

(hereinafter called the "Deficiency"), to Landlord in monthly installments on the days on which the Basic Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant each monthly installment of the Deficiency as the same shall arise.

Section 13.5 Damages. At any time after an Event of Default and termination of this Lease, whether or not Landlord shall have collected any monthly Deficiency as set forth in Section 13.4, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for final damages for Tenant's default, an amount equal to the difference between:

(a) all Rent due and payable under this Lease as of the date of the Event of Default (less any monthly Deficiency paid by Tenant) and continuing through the end of the scheduled Term, and

(b) the fair market rental value of the Demised Premises from the date of this determination of final damages through the end of the scheduled Term, net of Landlord's reasonable expenses incurred in connection with the reletting of the Demised Premises, which difference shall be discounted to present value (as of the date Tenant pays such final damages) at a rate equal to five percent (5%) per annum.

If the Demised Premises, or any portion thereof, be relet by Landlord for the unexpired Term, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall, prima facie, be the fair and reasonable fair market rent for the part or the whole of the Demised Premises so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of Landlord to prove for and obtain, as damages by reason of such expiration or termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the difference referred to above.

Section 13.6 No Waiver. No failure by Landlord or by Tenant to insist upon the performance of any of the terms of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial Rent from Tenant or any third party during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Landlord or by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord or by Tenant, as the case may be. No waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach of this Lease. No waiver of any default of Landlord or Tenant herein shall be implied from any omission by Landlord or Tenant, as applicable, to take any action on account of such default, if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Section 13.7 **Landlord's Additional Remedies**. Upon and during the continuance of an Event of Default, Landlord shall be entitled to enjoin such breach and shall have the right to invoke any right or remedy allowed at law or in equity or by statute or otherwise as though entry, reentry, summary proceedings and other remedies were not provided for in this Lease. Each remedy or right of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or the beginning of the exercise by Landlord of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies.

Section 13.8 **Bankruptcy**. If, during the Term, (a) Tenant shall make an assignment for the benefit of creditors, (b) a voluntary petition be filed by Tenant under any applicable Laws having for its purpose the adjudication of Tenant a bankrupt, or Tenant be adjudged a bankrupt pursuant to an involuntary petition in bankruptcy, (c) a receiver be appointed for the property of Tenant, or (d) any department of the state or federal government, or any officer thereof duly authorized, shall take possession of the business or property of Tenant, the occurrence of any such contingency shall be deemed a breach of this Lease and Landlord and Tenant's rights and obligations in connection with such breach shall be governed by the applicable bankruptcy Laws. Tenant shall remain liable as hereinafter provided. Notwithstanding other provisions of this Lease, or any present or future Laws, Landlord shall be entitled to recover from Tenant or Tenant's estate (in lieu of the equivalent of the amount of all Rent and other charges unpaid at the date of such termination) as damages for loss of the bargain and not as a penalty, an aggregate sum which at the time of such termination represents the difference between the then present worth of the aggregate of the Basic Rent and Additional Rent and any other charges payable by Tenant hereunder that would have accrued for the balance of the Term (assuming this Lease had not been so terminated), over the then present worth of the aggregate fair market rent of the Demised Premises for the balance of such period, unless any statute or rule of law covering the proceedings in which such damages are to be proved shall limit the amount of such claim capable of being so proved, in which case Landlord shall be entitled to prove as and for damages by reason of such breach and termination of this Lease the maximum amount which may be allowed by or under any such statute or rule of law without prejudice to any rights of Landlord against any guarantor of Tenant's obligations herein. In the computation of present worth, a discount rate of five percent (5%) per annum shall be employed. Nothing contained herein shall limit or prejudice Landlord's right to prove and obtain as damages arising out of such breach and termination the maximum amount allowed by any such statute or rule of law which may govern the proceedings in which such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the excess of the present value of the Rent and other charges required herein over the present value of the fair market rents referred to above. Specified remedies to which Landlord may resort under the terms of this Section 13.8 are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled.

Section 13.9 **Landlord's Default**.

(a) In the event of any act or omission of Landlord constituting a default under this Lease by Landlord, Tenant shall not exercise any remedy until Tenant has given Landlord

prior written notice of such act or omission and until a thirty (30) day period of time to allow Landlord to remedy such act or omission shall have elapsed following the giving of such notice; provided, however, if such act or omission cannot, with due diligence and in good faith, be remedied within such thirty (30) day period, subject to Unavoidable Delays, then the time allowed Landlord within which to cure same shall be extended for such period as may be reasonably necessary for the curing thereof promptly with due diligence and in good faith, provided that in the absence of Unavoidable Delays, such time period may only be extended for up to sixty (60) days beyond the thirty (30) day period for an aggregate of ninety (90) days. Tenant will deliver to the holder ("Mortgagee") of any Mortgage whose name and address have been delivered to Tenant, a copy of any notice delivered to Landlord hereunder. Tenant agrees that in the event of any default by Landlord, Tenant will not exercise any remedy (i) until it has given written notice of such act or omission to the Mortgagee; and (ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission shall have elapsed following such giving of notice to Mortgagee; provided, however, that Mortgagee shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Tenant shall not, as to Mortgagee, require cure of any such default which is personal to Landlord, and therefore not susceptible to cure by Mortgagee.

(b) In the event Landlord's act or omission which constitutes a Landlord's default hereunder results in an immediate threat of bodily harm to Tenant's employees, agents or invitees, or damage to Tenant's property, Tenant may proceed to cure the default without prior notice to Landlord provided, however, in that event Tenant shall deliver written notice to Landlord as soon as possible after commencement of such cure.

(c) If Landlord defaults under this Lease and Tenant cures such default (either pursuant to this Section 13.9 or pursuant to Section 9.4(b)), then if Landlord does not reimburse Tenant for any reasonable sums expended by Tenant in curing such default within thirty (30) days after Tenant delivers to Landlord a reasonably detailed statement therefor, then, unless Landlord delivers to Tenant written notice asserting a bona fide dispute with respect thereto together with payment of all undisputed amounts, (i) the amount of such expenditure shall bear interest at the Default Rate of Interest, and (ii) Tenant shall have the right to deduct the amount of such expenditure plus interest from the next installment(s) of Basic Rent and Additional Rent due under this Lease.

ARTICLE 14
DESTRUCTION AND RESTORATION

Section 14.1 Destruction and Restoration.

(a) "Relevant Space" means: (i) the Demised Premises; (ii) reasonable access to the Demised Premises; and (iii) any part of the Building that provides essential services to the Demised Premises.

(b) If the Relevant Space is damaged in part or whole from any cause and the Relevant Space can be substantially repaired and restored within two hundred seventy (270) days from the date of the damage using standard working methods and procedures, Landlord shall at its

expense promptly and diligently repair and restore the Relevant Space to substantially the same condition as existed before the damage. This repair and restoration shall be made within two hundred seventy (270) days from the date of the damage. If the Relevant Space cannot be repaired and restored within the two hundred seventy (270) day period, then either Party may, within ten (10) days after determining that the repairs and restoration cannot be made within two hundred seventy (270) days, cancel this Lease by giving written notice to the other Party; provided however, in the event such casualty was caused by one Party's gross negligence or willful misconduct, such Party shall not have such cancelation right.

(c) Unless the damage is caused by Tenant's gross negligence or willful misconduct, the Basic Rent and Additional Rent shall abate in proportion to that part of the Demised Premises that is unfit for use in Tenant's business. The abatement shall consider the nature and extent of interference to Tenant's ability to conduct business in the Demised Premises and the need for access and essential services. The abatement shall continue from the date the damage occurred until the earlier of (i) the date Landlord substantially completes the repairs and restoration to the Relevant Space or the part rendered unusable and written notice to Tenant that the repairs and restoration are completed, or (ii) until Tenant again uses the Demised Premises or the part rendered unusable.

(d) Landlord is not obligated to repair or restore damage to Tenant's trade fixtures, furniture, equipment, or other personal property, or any Alterations.

(e) If more than twenty-five (25%) percent of the Building is damaged and Landlord decides not to repair and restore the Building or this Lease is in the last six (6) months of its Term, then Landlord or Tenant may cancel this Lease. To cancel, Landlord or Tenant must give written notice to the other Party within thirty (30) days after Landlord or Tenant knows of the damage. The notice must specify the cancellation date, which shall be at least thirty (30) days after the date notice is given.

(f) If either Party cancels this Lease as permitted in this Section, then this Lease shall end on the day specified in the cancellation notice. The Basic Rent, Additional Rent, and other charges shall be payable up to the cancellation date and shall account for any abatement. Tenant shall promptly pay to Landlord any Basic Rent and Additional Rent that is outstanding as of the cancellation date (accounting for any abatement). Landlord shall promptly refund to Tenant any prepaid, unaccrued Basic Rent and Additional Rent, accounting for any abatement, less any sum then owing by Tenant to Landlord.

Section 14.2 **Completion of Restoration**. The foregoing provisions of this Article 14 apply only to damage or destruction of the Demised Premises by fire, casualty or other cause occurring after the Commencement Date. Any such damage or destruction occurring prior to such time shall be restored, repaired, replaced and rebuilt by Landlord and during such period of construction Landlord shall obtain and maintain the builder's risk insurance coverage. All moneys received by Landlord under its builder's risk insurance coverage shall be applied by Landlord to complete the Restoration and if such insurance proceeds are insufficient Landlord shall provide all additional funds necessary to complete the Restoration.

ARTICLE 15
CONDEMNATION

Section 15.1 **Condemnation of Entire Demised Premises**. If, during the Term, the entire Demised Premises or portions of the Demised Premises necessary for reasonable access thereto or portions of the Building necessary (in Tenant's reasonable discretion) for the reasonable use of the Demised Premises shall be taken as the result of the exercise of the power of eminent domain (hereinafter referred to as the "Proceedings"), this Lease and all right, title and interest of Tenant hereunder shall cease and come to an end on the date of vesting of title pursuant to such Proceedings. In any taking of the Demised Premises, or any portion thereof, whether or not this Lease is terminated as provided by this Article 15, Tenant shall not be entitled to any portion of the award for the taking of the Demised Premises or damage to the Tenant Improvements, except as otherwise provided for (a) in Section 15.3 with respect to the restoration of the Improvements, or (b) the estate or interest of Tenant in any personal property or Improvements owned by Tenant at the time of the taking, all such award, damages, consequential damages and compensation being hereby assigned to Landlord, and Tenant hereby waives any right it now has or may have under present or future Laws to receive any separate award of damages for its interest in the Demised Premises, or any portion thereof, or its interest in this Lease, except that Tenant shall have the limited right to prove in its own Proceedings (but not to be included in any claim by Landlord) and to receive any award which may be made for damages to or condemnation of Tenant's movable trade fixtures and equipment, and for Tenant's relocation costs in connection therewith provided such award does not reduce the award to which Landlord is entitled.

Section 15.2 **Partial Condemnation; Termination of Lease**. If less than the entire Demised Premises, but more than fifteen percent (15%) of the floor area of the Building, or more than twenty-five percent (25%) of the land area of the Demised Premises, shall be taken in any such Proceedings, this Lease shall, upon vesting of title in the Proceedings, terminate as to the portion of the Demised Premises so taken, and Tenant may, at its option, terminate this Lease as to the remainder of the Demised Premises. Tenant shall not have the right to terminate this Lease pursuant to the preceding sentence unless (a) the business of Tenant conducted in the portion of the Demised Premises taken cannot reasonably be carried on with substantially the same utility and efficiency in the remainder of the Demised Premises (or any substitute space securable by Tenant pursuant to subsection (b) hereof) and (b) Tenant cannot construct or secure substantially similar space to the space so taken, of the Demised Premises. Such termination as to the remainder of the Demised Premises shall be effective on the earlier of the date (i) title vests in the condemning authority, or (ii) the date Tenant is dispossessed by the condemning authority. Upon the effective date of such termination, the Term, and all right, title and interest of Tenant hereunder, shall cease and come to an end. If this Lease is terminated as in this Section 15.2 provided, Landlord shall be entitled to and shall receive the award made in such Proceedings as to the Building or portion so taken, and Tenant shall be entitled to recover the value of its loss of leasehold interest, moving costs and any personal property of taken. In the event that Tenant elects not to terminate this Lease as to the remainder of the Demised Premises, the rights and obligations of Landlord and Tenant shall be governed by the provisions of Section 15.3 and Section 15.4 hereof.

Section 15.3 **Partial Condemnation; Continuation of Lease**. If fifteen percent (15%), or less, of the floor area of the Building, or twenty-five percent (25%), or less, of the land area of the Demised Premises, shall be taken in such Proceedings, or if more than fifteen percent (15%) of the floor area of the Building or more than twenty-five percent (25%) of the land area of the Demised Premises is taken (but less than the entire Demised Premises), and this Lease is not terminated as in Section 15.2 hereof provided, this Lease shall, upon vesting of title in the condemning authority, terminate as to the parts so taken, and Tenant shall have no claim or interest in the award, damages, consequential damages and compensation, or any part thereof except as otherwise provided in Section 15.1. The net amount of the award (after deduction of all costs and expenses, including attorneys' fees), shall be held by Landlord as trustee, or, if required by Landlord's Mortgagee, by Mortgagee and applied to the restoration of the Improvements and the Demised Premises. Landlord, in such case, covenants and agrees, at Landlord's sole cost and expense, promptly to restore that portion of the Improvements on the Demised Premises not so taken to a complete architectural and mechanical unit for the use and occupancy of Tenant as in this Lease provided, and this Lease shall terminate with respect to the portion of the Demised Premises so taken. From and after the date of delivery of possession to the condemning authority pursuant to the Proceedings, a just and proportionate part of the Basic Rent and Additional Rent, according to the extent and nature of such taking, shall abate for the remainder of the term of this Lease.

Section 15.4 **Continuance of Obligations**. In the event of any termination of this Lease, or any part thereof, as a result of any such Proceedings, Tenant shall pay to Landlord all Basic Rent and all Additional Rent and other charges payable hereunder with respect to that portion of the Demised Premises so taken in such Proceedings with respect to which this Lease shall have terminated justly apportioned to the date of such taking. From and after the date of vesting of title in such Proceedings, Tenant shall continue to pay the Basic Rent and Additional Rent and other charges payable hereunder, as in this Lease provided, to be paid by Tenant, subject to an abatement of a just and proportionate part of the Basic Rent according to the extent and nature of such taking as provided for in Section 15.3 and Section 15.5 hereof in respect to the Demised Premises remaining after such taking.

Section 15.5 **Adjustment of Rent**. In the event of a partial taking of the Demised Premises under Section 15.2 or Section 15.3 hereof, followed by Tenant's election not to terminate this Lease, the fixed Basic Rent payable hereunder during the period from and after the date of vesting of title in such condemning authority to the expiration of this Lease shall be reduced to a sum equal to the product of the Basic Rent provided for herein multiplied by a fraction, the numerator of which is the rentable square footage of the Demised Premises after such taking and after the same has been restored to a complete architectural unit, and the denominator of which is the rentable square footage of the Demised Premises prior to such taking.

ARTICLE 16
ASSIGNMENT; SUBLETTING; PERMITTED USERS

Section 16.1 **Restriction on Transfer**. Tenant shall not assign, mortgage, pledge, transfer or otherwise encumber or dispose of this Lease, or any interest therein, or in any manner assign, mortgage, pledge, transfer or otherwise encumber or dispose of its interest or estate

in the Demised Premises, or any portion thereof, without obtaining Landlord's prior written consent in each and every instance (except as otherwise provided herein), which consent shall not be unreasonably withheld, conditioned or delayed, provided the following conditions are complied with:

(a) At the time of any assignment, and at the time when Tenant requests Landlord's written consent thereto, this Lease must be in full force and effect.

(b) Any such assignee shall assume, in form and content reasonably satisfactory to Landlord, the due performance of all of Tenant's obligations under this Lease, including any accrued obligations at the time of the effective date of the assignment, and such assumption agreement shall state that the same is made by the assignee for the express benefit of Landlord as a third party beneficiary thereof. A copy of the assignment and assumption agreement, both in form and content satisfactory to Landlord, fully executed and acknowledged by assignee, together with a certified copy of a properly executed corporate resolution (if the assignee be a corporation) authorizing the execution and delivery of such assumption agreement, shall be sent to Landlord not less than ten (10) days prior to the effective date of such assignment.

(c) Such assignment shall be subject to all the provisions, terms, covenants and conditions of this Lease, and Tenant-assignor and the assignee or assignees shall continue to be and remain liable under this Lease, without further amendment without Tenant-assignor's consent.

(d) Tenant agrees to pay on behalf of Landlord any and all costs of Landlord actually incurred, including reasonable attorney's fees paid or payable to outside counsel, occasioned by such assignment or subletting, not to exceed One Thousand Dollars ($1,000) in each instance.

Section 16.2 Restriction From Further Assignment. Notwithstanding anything contained in this Lease to the contrary and notwithstanding any consent by Landlord to any sublease of the Demised Premises, or any portion thereof, or to any assignment of this Lease or of Tenant's interest or estate in the Demised Premises, no sublessee shall assign its sublease nor further sublease the Demised Premises, or any portion thereof, and no assignee shall further assign its interest in this Lease or its interest or estate in the Demised Premises, or any portion thereof, nor sublease the Demised Premises, or any portion thereof, without Landlord's prior written consent in each and every instance which consent shall not be unreasonably withheld, conditioned or delayed. No such assignment or subleasing shall relieve Tenant from any of Tenant's obligations in this Lease contained.

Section 16.3 Notice of Assignment/Sublease. For any proposed assignment of this Lease or sublease of all or a portion of the Demised Premises hereunder, Tenant shall provide Landlord with prior written notice of (i) the name and registered address of the proposed assignee or subtenant, (ii) current financial statements of the proposed assignee or subtenant, (iii) the nature of the proposed assignee's or subtenant's business it intends to operate in the Demised Premises, (iv) the term of the proposed assignment or sublease, (v) the Dun & Bradstreet number, and (vi)

such other information regarding the assignee reasonably requested by Landlord. Landlord shall, within thirty (30) days after receipt of the foregoing information, deliver written notice to Tenant consenting to or denying consent to the proposed assignment or sublease. If Landlord denies consent, such notice shall set forth the specific reasons for such denial.

Section 16.4 Sharing of Excess Rent. If Landlord consents to Tenant assigning its interest under this Lease or subleasing some or all of the Demised Premises or if Tenant assigns this Lease to a party other than an Affiliate or Permitted User, Tenant shall pay to Landlord, in addition to Rent and all other amounts payable by Tenant under this Lease, fifty percent (50%) of the value of the assignment or subrent (if a sublease) and other considerations payable by such assignee or sublessee that is in excess of the Rent otherwise payable by Tenant from time to time under this Lease. For the purposes of this computation, the additional amount payable by Tenant shall be determined by application of the rental rate per square foot for the Demised Premises or any portion thereof so assigned and shall exclude payments for any personal property or equipment and shall not include payments from any supplier or customer of Tenant. Said additional amount shall be paid to Landlord immediately upon receipt by Tenant of such Rent or other considerations from the assignee or subtenant.

Section 16.5 Reserved.

Section 16.6 Affiliates. Tenant, without Landlord's consent, may assign this Lease or sublease all or a portion of the Demised Premises to an Affiliate, provided further that Tenant notifies Landlord contemporaneously with any such assignment or sublease and provides Landlord with a copy of such assignment or sublease document. "Affiliate" shall mean any related entity, subsidiary, parent company, affiliate of parent company or affiliate of Tenant, any company in which Tenant has a controlling interest, or to any successor corporation, whether by merger, consolidation or otherwise or to any person who purchases all or substantially all of Tenant's or its parent's assets. In addition, Tenant, without Landlord's consent, may permit the use of portions of the Demised Premises by Tenant's customers, vendors, licensees, partners or Affiliates (each, a "Permitted User"), provided that Tenant remains fully liable to Landlord under the terms of this Lease. Landlord's right described in Section 16.4 to share in any profit Tenant receives from an assignment or sublease does not apply to any assignment or sublease to an Affiliate.

ARTICLE 17
SUBORDINATION AND NON-DISTURBANCE; ATTORNMENT

Section 17.1 Subordination by Tenant.

(a) Subject to Section 17.1(b) hereof, this Lease and all rights of Tenant therein, and all interest or estate of Tenant in the Demised Premises, or any portion thereof, shall be subject and subordinate to the lien of any mortgage, deed of trust, security instrument or other document of like nature ("Mortgage"), which at any time may be placed upon the Demised Premises, or any portion thereof, by Landlord, and to any replacements, renewals, amendments, modifications, extensions or refinancing thereof, and to each and every advance made under any Mortgage, provided that a Landlord obtains a subordination, non-disturbance and attornment agreement as set forth in Section 17.1(b). The lien of any such Mortgage shall

not cover Tenant's trade fixtures or other personal property located in or on the Demised Premises.

(b) Within thirty (30) days after entering into a loan by Landlord with Landlord's Mortgagee, Landlord, Tenant and Landlord's Mortgagee shall execute a subordination, non-disturbance and attornment agreement substantially in the form of **Exhibit D**), with such changes mutually agreed upon by Landlord, Tenant and Mortgagee.

Section 17.2 **Attornment**. If any Mortgagee shall succeed to the rights of Landlord under this Lease or to ownership of the Demised Premises, whether through possession or foreclosure or the delivery of a deed to the Demised Premises, then, upon the written request of such Mortgagee so succeeding to Landlord's rights hereunder, Tenant shall attorn to and recognize such Mortgagee as Tenant's landlord under this Lease, and shall promptly execute and deliver any commercially reasonable instrument that such Mortgagee may reasonably request to evidence such attornment (whether before or after making of the Mortgage). In the event of any other transfer of Landlord's interest hereunder, upon the written request of the transferee and Landlord, Tenant shall attorn to and recognize such transferee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such transferee and Landlord may reasonably request to evidence such attornment.

ARTICLE 18
SIGNS

Section 18.1 **Tenant's Signs**. Landlord hereby grants exclusive signage rights to Tenant for Building signage and a monument sign at the entrance to the Land. In addition, Tenant shall have the right to place directional signage within the Demised Premises as may be necessary or desired. Subject to Landlord's review and prior written approval (not to be unreasonably withheld, conditioned or delayed) of Tenant's standard exterior building signage, Landlord may erect, at Tenant's cost, signs on the exterior or interior of the Building or on the landscaped area adjacent thereto, provided that such sign or signs (a) do not cause any damage to the Building; (b) do not violate applicable governmental Laws; (c) do not violate any existing restrictions affecting the Demised Premises; and (d) are reasonably compatible with the architecture of the Building and the landscaped area adjacent thereto. Subject to applicable zoning requirements and the approval of applicable governmental authorities, Tenant shall have the exclusive right throughout the Term to exterior Building signage on all four faces of the Building and a monument sign at the entrance to the Land. The method of attachment of any exterior Building signage shall be approved by Landlord, such approval to not be unreasonably withheld, conditioned or delayed.

ARTICLE 19
INTENTIONALLY OMITTED

ARTICLE 20
CHANGES AND ALTERATIONS

Section 20.1 **Tenant's Changes and Alterations**. Subject to the conditions set forth in this Section 20.1, which Tenant covenants to observe and perform, Tenant shall have the

right at any time, and from time to time during the Term, to make such changes and alterations, structural or otherwise, to the Improvements and fixtures hereafter erected on the Demised Premises as Tenant shall deem necessary or desirable in connection with the requirements of its business ("Alterations"), provided that:

(a) No Alteration shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all municipal, state and federal permits and authorizations of the various governmental bodies and departments having jurisdiction thereof, and Landlord agrees to join in the application for such permits or authorizations for Alterations permitted hereunder whenever such action is necessary, all at Tenant's sole cost and expense, provided such applications do not cause Landlord to become liable for any cost, fees or expenses.

(b) Before commencement of any Alteration (hereinafter sometimes referred to as "Work"), Tenant shall notify Landlord of its intent to undertake such Work. Landlord's consent shall be required for any Work which affects the Building structure, Base Building Equipment, is outside of the Building, requires the consent of a Mortgagee or alters the Building's appearance. For Work which requires Landlord's consent hereunder, Landlord's consent shall not be unreasonably withheld, conditioned or delayed, provided Tenant shall (i) furnish Landlord with detailed plans and specifications of the proposed Alteration; (ii) obtain Landlord's prior written approval of a licensed architect or licensed professional engineer selected and paid for by Tenant, who shall supervise any such work (hereinafter referred to as "Alterations Architect or Engineer"); (iv) obtain Landlord's prior written approval of detailed plans and specifications prepared and approved in writing by said Alterations Architect or Engineer, and of each amendment and change thereto; and (v) work with a structural engineer in the event that the proposed Work involves the placement of equipment or other improvement that may exceed the floor load for the Building. Landlord shall provide Tenant its consent or denial of consent within ten (10) business days after Landlord has received such request with all of the information required above. Any denial of consent shall be accompanied by Landlord's reasoning for such denial and a statement of what is to be provided in order to obtain Landlord's consent. Tenant acknowledges and agrees that Landlord's denial of consent will be reasonable if, in the reasonable judgment of Landlord, the Alterations would impair the value or usefulness of the Demised Premises, or any substantial part thereof to Landlord). Tenant shall reimburse Landlord, as Additional Rent due and payable within thirty (30) days after Landlord delivers a statement therefor, for all reasonable costs and expenses incurred by Landlord in reviewing the design and installation of Tenant's proposed alterations. With respect to any Work requiring Landlord's consent pursuant to this Section 20.1(b), Landlord shall have the option to perform such work, and the costs of such Work shall be paid to Landlord by Tenant within thirty (30) days following Tenant's receipt of Landlord's written demand therefor (or, otherwise, pursuant to a payment schedule agreed to between Landlord and Tenant in connection with such Work). In any instance in which Landlord elects to perform such Work, Landlord shall obtain bids from not less than three (3) qualified, licensed and reputable third party contractors, and Landlord's costs to complete such Work shall not exceed the costs set forth in the lowest bid that is

responsive to the proposed scope of Work. Upon Tenant's request, Landlord shall make all such bids available for Tenant's review and inspection.

(c) Any Alterations shall, when completed, be of such character as not to reduce the value or utility of the Demised Premises below its value or utility to Landlord immediately before such Alterations were installed; nor shall such Alterations reduce the area or cubic content of the Building, nor change the character of the Demised Premises or the Building as to use without Landlord's express written consent.

(d) All Work done in connection with any Alterations shall be completed promptly and in a good and workmanlike manner and in compliance with all applicable building and zoning Laws of the jurisdiction in which the Demised Premises are situated, and with all applicable Laws. All Work shall be free of all mechanics' and other liens. The Work of any Alterations shall be prosecuted with reasonable dispatch, Unavoidable Delays excepted. The party completing such Work shall obtain and maintain, at Tenant's sole cost and expense, during the performance of the Work, workers' compensation insurance covering all persons employed in connection with the Work and with respect to which death or injury claims could be asserted against Landlord or Tenant or against the Demised Premises or any interest therein, together with comprehensive general liability insurance for the mutual benefit of Landlord and Tenant with limits of not less than One Million Dollars ($1,000,000) in the event of injury to one person, Three Million Dollars ($3,000,000) in respect to any one accident or occurrence, and One Million Dollars ($1,000,000) for property damage, and the fire insurance with "extended coverage" endorsement required by Section 7.1 hereof shall be supplemented with "builder's risk" insurance on a completed value form or other comparable coverage on the Work.[3]

(e) All Alterations (other than Tenant's movable trade fixtures and equipment) made or installed by Tenant shall immediately, upon completion or installation thereof, become the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord on the expiration of the Term, provided that as a condition to granting approval for any Alterations (where approval is required), Landlord may require, by written notice to Tenant, given at or prior to the time of granting such approval, that Tenant remove any Alterations installed by Tenant in the Demised Premises at Tenant's sole cost and expense, and repair and restore any damage caused by the installation and removal of such Alterations; provided that only Alterations which must be removed at Tenant's cost shall be those specified in such notice and Tenant shall have no obligation to remove the initial Tenant Improvements (as defined in the Work Agreement). All Alterations installed by Tenant which did not require Landlord's prior approval shall be surrendered by Tenant to Landlord at the end of the Term.

(f) Tenant shall notify Landlord in writing thirty (30) days prior to commencing any Alterations to the Demised Premises, so that Landlord shall have the right to record and post notices of non-responsibility on the Demised Premises. Subject to the rules and regulations

[3] NTD: To be reviewed by Parties insurance consultants.

regarding security as may affect Tenant or the Demised Premises, Tenant shall provide copies of all drawings to Landlord that illustrate the as-built state (to the extent reasonably permissible) of the Demised Premises following any Alterations by Tenant.

ARTICLE 21
MISCELLANEOUS PROVISIONS

Section 21.1 **Entry by Landlord**. Landlord acknowledges the following: (1) Tenant is a national defense contractor; (2) Tenant's business operations require that U.S. Government classified and Tenant proprietary data, methods and capability be housed within the Demised Premises; (3) pursuant to the terms of this Lease, Tenant has exclusive possession of the Demised Premises with the right of quiet enjoyment. Subject to the security regulations of the United States government, its agencies and departments and Tenant's rules and procedures in connection therewith, Landlord may only enter the Demised Premises if escorted at all times by Tenant personnel, at such date and time that avoids disruption to Tenant's operations, and in strict compliance with the following:

(a) In all instances (i) only with a minimum three (3) business day advance notice and full disclosure of the names, nationality, citizenship status, company represented and other requested information as to the persons who are requesting to enter the Demised Premises; (ii) Tenant has the right at its sole and absolute discretion, to deny entry to any person, and in that event, Tenant shall provide to Landlord the reasonable cause for such denial, and Landlord may provide a substitute person for Tenant's review and approval, (iii) Tenant's failure to approve a person for entry shall be deemed a denial, and (iv) Tenant has the absolute right at its sole and absolute discretion, reasonable or unreasonable, to deny entry to any portion of the Demised Premises housing U.S. Government classified or Tenant proprietary data, methods and capability.

(b) To the extent that Landlord has a repair or maintenance obligation pursuant to the Lease, Landlord's entry shall be limited to those specific Building locations strictly necessary to comply with the maintenance or repair obligation. Landlord shall be excused from its performance obligations under the Lease for such portions of the Building during the duration of any period for which Landlord is denied access.

(c) In the event Landlord wishes to finance or sell the Demised Premises, Landlord's entry shall be limited to building locations that (1) are unclassified; (2) do not disrupt Tenant's operations; and (3) do not contain Tenant proprietary data, methods or capability.

(d) During the last three hundred sixty-five (365) days of the Term, if Tenant has no remaining options to extend or renew the Lease, and Landlord wishes to request entry for the purpose of marketing the Demised Premises to potential tenants, Landlord's entry shall be limited to building locations that (1) are unclassified; (2) do not disrupt Tenant's operations; and (3) do not contain Tenant proprietary data, methods or capability. Notwithstanding the above, Landlord acknowledges Tenant's right to protect Tenant proprietary data, methods and capability and Tenant has the right in Tenant's sole and absolute discretion, reasonable or

unreasonable, to limit entry by Tenant's business competitors to only those portions of the Demised Premises open to the general public.

Section 21.2 **Notices**. All notices, demands and requests which may be or are required to be given, demanded or requested by either Party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid or by an independent overnight courier service, addressed as follows:

To the Landlord:

City of Pittsburg, Kansas
201 West 4th Street
Pittsburg, Kansas 66762
Attention: City Manager
E-mail: daron.hall@pittks.org

With a copy to:

The Menghini Law Firm
City Attorney
P.O. Box 1175
Pittsburg, Kansas 66762
Attention: Henry Menghini, Esq.
E-mail: henry.menghini@pittks.org

To Tenant:

EaglePicher Technologies, LLC
C and Porter Streets
Joplin, MO 64801
Attn: Steven E. Westfall
Email: steve.westfall@eaglepicher.com

or at such other place as either Party may from time to time designate by written notice to the other Party. Notices, demands and requests which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed given and received only if given by a national overnight delivery service at the regular mail address of the Party specified above, the day on which the notice is actually received by the Party, or if given by registered or certified mail, return receipt requested, postage prepaid at the regular mail address of the Party specified above, on the day signed for as evidenced by the return receipt. If notice is tendered under the provisions of this Lease and is refused by the intended recipient of the notice, or delivery is attempted during normal business hours, then the notice shall nonetheless be considered to have been given and shall be effective as of the date such delivery was refused, or delivery was attempted during normal business hours.

Section 21.3 **Quiet Enjoyment**. Landlord covenants and agrees that Tenant shall lawfully and quietly hold, occupy and enjoy the Demised Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

Section 21.4 **Landlord's Continuing Obligations**. 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 Landlord as defined in the preamble, and in the event of any transfer or transfers or conveyance the then grantor shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, provided that any funds in the hands of such landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provision of this Lease shall be paid to Tenant. After transfer or conveyance of the fee interest in the Demised Premises, the grantee shall be deemed to be the "Landlord" for all purposes during its ownership of the fee interest. The covenants and obligations contained in this Lease on the part of Landlord shall, subject to the aforesaid, be binding on Landlord's successors and assigns. Nothing herein contained shall be construed as relieving Landlord from any obligation to complete the cure of any breach by Landlord during the period of its ownership of the Demised Premises.

Section 21.5 **Estoppel**. Landlord and Tenant shall, each without charge at any time and from time to time, within fifteen (15) business days after written request by the other Party, certify by written instrument, duly executed, acknowledged and delivered to any Mortgagee, assignee of a Mortgagee, proposed mortgagee, or to any purchaser or proposed purchaser, or to any other person dealing with Landlord, Tenant or the Demised Premises:

(a) That this Lease (and all guaranties, if any) is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified, and stating the modifications);

(b) The dates to which the Basic Rent and Additional Rent have been paid in advance;

(c) Whether or not there are then existing any breaches or defaults by such Party or the other Party known by such Party under any of the covenants, conditions, provisions, terms or agreements of this Lease, and specifying such breach or default, if any, or any setoffs or defenses against the enforcement of any covenant, condition, provision, term or agreement of this Lease (or of any guaranties) upon the part of Landlord or Tenant (or any guarantor), as the case may be, to be performed or complied with (and, if so, specifying the same and the steps being taken to remedy the same); and

(d) The Expiration Date of this Lease.

It is the intention of the Parties hereto that any statement delivered pursuant to this Section 21.5 may be relied upon by any of such Parties dealing with Landlord, Tenant or the Demised Premises. Statements of Tenant or Landlord may be made to the knowledge of the undersigned, without inquiry.

Section 21.6 **Recordation**. This Lease shall not be recorded. At the request of either Party, the Parties shall promptly execute and record in the Land Records, at the cost (including payment of all transfer and recordation taxes, and any other fee or charge) of the

requesting Party (and indemnifying and holding the other Party harmless from any such cost, tax, fee or charge), a short form memorandum of this Lease describing the Demised Premises and stating the Term, the Commencement Date and the Expiration Date, and any other information the Parties reasonably agree to include.

Section 21.7 Severability. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

Section 21.8 Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant and its permitted successors and assigns.

Section 21.9 Captions. The caption of each article of this Lease is for convenience and reference only, and in no way defines, limits or describes the scope or intent of such article or of this Lease.

Section 21.10 Relationship of Parties. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

Section 21.11 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease together with the Exhibits contains the entire agreement between the Parties and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties hereto.

Section 21.12 No Merger. There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Demised Premises by reason of the fact that the same person, firm, corporation or other entity may acquire, hold or own directly or indirectly, (a) this Lease or the leasehold interest created by this Lease or any interest therein, and (b) any such other estate or interest in the Demised Premises, or any portion thereof. No such merger shall occur unless and until all persons, firms, corporations or other entities having an interest (including a security interest) in (1) this Lease or the leasehold estate created thereby, and (2) any such other estate or interest in the Demised Premises, or any portion thereof, shall join in a written instrument expressly effecting such merger and shall duly record the same.

Section 21.13 Possession and Use. Tenant acknowledges that the Demised Premises are the property of Landlord and that Tenant has only the right to possession and use thereof upon the covenants, conditions, provisions, terms and agreements set forth in this Lease.

Section 21.14 No Surrender During Lease Term. No surrender to Landlord of this Lease or of the Demised Premises, or any portion thereof, or any interest therein, prior to the expiration of the Term shall be valid or effective unless agreed to and accepted in writing by

Landlord, and no act or omission by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord, as aforesaid, shall constitute an acceptance of any such surrender.

Section 21.15 Satellite Rights; Roof. Subject to all Laws, and this Section 21.15, Tenant shall have the exclusive right to use portions of the roof or the Land to install, operate and maintain a microwave dish or similar antenna for telecommunications solely for Tenant's personal use within the Demised Premises ("Telecommunications Equipment"). Landlord will install the Telecommunications Equipment, at Tenant's cost, only in locations reasonably determined by Landlord. Tenant's installation, maintenance, replacement and removal of any Telecommunications Equipment must comply with the requirements of any Building roof warranties (including without limitation the requirement that all roof penetrations be performed by an approved roofer), all provisions of Article 20 governing alterations, and the other terms and conditions of this Lease. Such installation, operation and maintenance is subject to Tenant receiving and maintaining all governmental approvals required for the Telecommunications Equipment and otherwise complying with all applicable Laws relating thereto. The Telecommunications Equipment must not interfere with any existing Building equipment. All Telecommunications Equipment will remain the personal property of Tenant, will be located and maintained at Tenant's sole cost and risk, and will be removed by Landlord (or, at Tenant's option, by Tenant under consultation with Landlord's usual roofing contractor) at Tenant's cost at the end of the Term pursuant to the provisions of Section 21.17 and Tenant shall cause the repair of any damage caused by such removal. Landlord will not use (other than in connection with its obligations hereunder) space on the roof of the Building or allow others to use the roof of the Building for any purpose. There shall be no charge to Tenant throughout the Term for its use of the roof of the Building. Tenant shall indemnify and hold harmless Landlord from and against any losses or damages suffered by Landlord as the direct result of damage to the roof membrane of the Building or other damages arising out of Tenant's use and maintenance of the Telecommunications Equipment on the roof.

Section 21.16 Parking. Tenant shall be entitled to exclusive parking adjacent to the Building to be constructed on the Land free of charge throughout the Term (i.e., Landlord shall provide at least five hundred (500) full size parking spaces) in accordance with the site plan.

Section 21.17 Surrender of Demised Premises. At the expiration of the Term, Tenant shall surrender the Demised Premises in broom-clean condition, reasonable wear and tear, condemnation and casualty not required to be insured by Tenant excepted and otherwise subject to the provisions this Lease. Tenant shall surrender all keys and access cards (if any) to the Demised Premises to Landlord at the place then fixed for the payment of Basic Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any. Tenant shall at such time remove all of its personal property and signage therefrom and all Alterations as required by Section 20.1(e). Tenant shall repair any damage to the Demised Premises caused by such removal, and any and all such property not so removed shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant. All property of Tenant not removed within thirty (30) days following the surrender of the Demised Premises to Landlord shall be deemed abandoned. Tenant

shall reimburse Landlord within ten (10) days following delivery of a reasonably detailed statement, for any expenses incurred by Landlord with respect to removal or disposal of abandoned property and with respect to repairing any damage to the Demised Premises caused by Tenant vacating the Demised Premises.

Section 21.18 Holding Over. In the event Tenant remains in possession of the Demised Premises after expiration of this Lease with Landlord's written consent but without the execution of a new lease, Tenant shall become a month-to-month tenant at the same Basic Rent and Additional Rent payable during the month immediately prior to the Expiration Date, and terminable on thirty (30) days' advance notice by either Party. In the event that Tenant remains in possession of the Demised Premises without Landlord's consent, it shall be deemed to be occupying the Demised Premises as a tenant at sufferance, subject to all the provisions, conditions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that the Basic Rent shall be escalated to one hundred fifty percent (150%) of the then-current Basic Rent for the Demised Premises and one hundred percent (100%) of the Additional Rent. Thereafter, and Landlord may seek, in accordance with applicable Laws, to regain possession of the Demised Premises.

Section 21.19 Lien Waivers. To the extent permissible by applicable Laws and with no representation by Landlord regarding the legal efficacy thereof, Landlord shall waive any statutory landlord's lien and any attachment for rent on the trade fixtures that Landlord may have or may hereafter acquire, including any and all rights granted under any present or future Laws to levy or distrain for rent (whether in arrears or in advance) against any fixtures, equipment, and other personal property of Tenant on the Demised Premises. Landlord agrees to execute and deliver, promptly upon Tenant's request, therefor at any time or times hereafter any reasonable instruments evidencing the foregoing waiver.

Section 21.20 Authority. Each Party warrants that it is authorized to enter into the Lease, that the person signing on its behalf is duly authorized to execute the Lease, and that no other signatures are necessary.

Section 21.21 Landlord Approvals. Any approval by Landlord or Landlord's architects and engineers of any of Tenant's drawings, plans and specifications which are prepared in connection with any construction of improvements respecting the Demised Premises shall not in any way be construed or operate to bind Landlord or to constitute a representation or warranty of Landlord as to the adequacy or sufficiency of such drawings, plans and specifications, or the improvements to which they relate, for any reason, purpose or condition, but such approval shall merely be the consent of Landlord, as may be required hereunder, in connection with Tenant's construction of improvements relating to the Demised Premises in accordance with such drawings, plans and specifications.

Section 21.22 Survival. All obligations (together with interest or money obligations at the Default Rate of Interest) accruing prior to expiration of the Term shall survive the expiration or other termination of this Lease.

Section 21.23 Attorneys' Fees. In the event of any litigation or judicial action in connection with this Lease or the enforcement thereof, the prevailing party in any such litigation or judicial action shall be entitled to recover all costs and expenses of any such judicial action or litigation (including, but not limited to, reasonable attorneys' fees and paralegals' fees) from the other party.

Section 21.24 Landlord's Limited Liability. Tenant agrees to look solely to Landlord's interest in the Demised Premises for recovery of any judgment from Landlord, including the rent account and any insurance or condemnation proceeds received, it being agreed that Landlord (and if Landlord is a partnership, its partners, whether general or limited, and if Landlord is a corporation, its directors, officers or shareholders) shall never be personally liable for any personal judgment or deficiency decree or judgment against it.

Section 21.25 Broker. Landlord and Tenant each represents that it has not dealt with a broker, salesman or other party in connection with this Lease, except for Jones Lang LaSalle, Inc., representing Tenant (the "Broker"), which Broker shall be paid by Landlord pursuant to separate written agreements. Landlord shall indemnify and hold Tenant harmless from and against any and all commissions, fees and expenses and claims therefor by any other broker, salesman or other party in connection with or arising out of Landlord's action in entering into this Lease; Tenant shall indemnify and hold Landlord harmless from and against any and all commissions, fees and expenses and all claims therefor by any other broker, salesman or other party in connection with or arising out of Tenant's action in entering into this Lease.

Section 21.26 Governing Law. This Lease shall be governed by the Laws of the State of Kansas, without regard to conflict of laws principles. All covenants, conditions and agreements of Tenant arising hereunder shall be performable in the county wherein the Demised Premises are located. Any suit arising from or relating to this Lease shall be brought in the county wherein the Demised Premises are located, and the Parties hereto waive the right to be sued elsewhere.

Section 21.27 Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 21.28 Prohibited Persons and Transactions. Each Party represents and warrants to the other that it is not, and shall not during the Term become, a person or entity with whom the other Party is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56, as amended (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto, as amended, including, without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Prohibited Persons"). Tenant represents and warrants that Tenant is not currently conducting any business or engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Demised Premises.

Section 21.29 Consequential Damages. Notwithstanding any other provisions of this Lease to the contrary, in no event shall Landlord or Tenant be liable for punitive or consequential damages in connection with this Lease.

Section 21.30 Counterpart Execution; Electronic Signatures. This Lease may be executed in counterparts, which together shall constitute a single instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, the Uniform Electronic Transaction Act or other applicable Law) or other agreed upon transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 21.31 Title Policy. As of the date hereof, Landlord has delivered, and Tenant acknowledges receipt of, a copy of the title commitment bearing Commitment Number T-31952 issued by Chicago Title Insurance Company, dated January 27, 2025. As of the Commencement Date, Landlord shall obtain at Landlord's sole cost and expense a leasehold title insurance policy with extended coverage over Tenant's interest in the Demised Premises equal to the Basic Rent payable for the Term from February 11, 2025 which shall insure the priority of Tenant's leasehold against any claims arising from anything other than the Permitted Encumbrances listed in such policy.

Section 21.32 Confidentiality. Landlord and Tenant acknowledge that the terms, including without limitation, the economic terms of this Lease, including any amendments thereto, which includes, without limitation, the existence of Incentives, Basic Rent, purchase options, expansion options and other terms, constitute information which is either non-public, confidential or proprietary, or a combination thereof. Such information, in whole or in part, is hereinafter referred to as the "Confidential Information". Landlord and Tenant hereby agree that the Confidential Information will be kept confidential and will not, without the prior written consent of the other Party (the "Non-Disclosing Party"), which consent may be withheld at Non-Disclosing Party's sole discretion, be disclosed by the party desiring to disclose such Confidential Information (the "Disclosing Party"), in any manner whatsoever, in whole or in part. Except as herein provided, each of Landlord and Tenant agrees to transmit the Confidential Information only to its officers, directors, employees and authorized agents, lenders, and any title insurer of and investors in the Demised Premises or this Lease (collectively, the "Representatives"), all on a need to know basis or as otherwise required by applicable Laws and provided such Representatives agree, prior to receiving any Confidential Information, to be bound by the terms of this paragraph. In no event, without Non-Disclosing Party's express written approval which may be withheld in Non-Disclosing Party's sole discretion, shall Disclosing Party share information related to the building design, physical characteristics (other than building square footage and matters included on an ALTA survey), security provisions and similar information, except as is necessary to complete construction and upon such completion shall request the return of all such information from its Representatives. Each of Landlord and Tenant shall be responsible for any breach of this paragraph by any of its Representatives (including without limitation, Representatives who, subsequent to the first date of disclosure of Confidential Information, become former Representatives) or by any other party receiving Confidential Information from or through a Disclosing Party. A breach of this paragraph by Disclosing Party shall be deemed a default on the

part of Disclosing Party and shall entitle Non-Disclosing Party to pursue all remedies available at law or in equity, including injunctive relief.

Section 21.33 Restrictions on Transfer.

(a) Notwithstanding anything to the contrary in this Lease, Landlord hereby agrees not to transfer its interest in the Demised Premises or assign all of its rights in the Lease to a transferee or assignee that is a person or entity that is: (i) on the most current "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published at https://www.sam.gov/SAM/pages/public/index.jsf, as such list may be updated from time to time or supplemented by the United States and/or (ii) a country listed in a Country Reports on Terrorism available at https://www.state.gov/country-reports-on-terrorism-2/. In addition, Landlord shall seek the consent of Tenant, and such consent shall not be unreasonably withheld, conditioned or delayed, if the transferee or assignee is a non-U.S. entity, poses a security risk.

(b) If the Improvements or the Demised Premises is sold or transferred, voluntarily or involuntarily, Landlord's lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner provided that the new owner has expressly assumed Landlord's obligations hereunder. Landlord shall provide Tenant with written notice within two (2) days after such sale or transfer ("Transfer Notice"). The Transfer Notice shall provide the legal name of the purchaser or transferee, as applicable, addresses for notice and wiring instructions for all future Rent payments hereunder. To the extent Landlord does not provide timely notice of such sale or transfer, Tenant shall have no obligation to deliver Rent payments, other Lease payments and legal notices to the acquiring entity, and Tenant shall not be liable for any claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, defects in title, remedial action requirements and/or enforcement actions of any kind (including, without limitation, reasonable attorney's fees and costs) (collectively, "Claims") directly or indirectly arising out of or attributable to, in whole or in part, Tenant's failure to deliver such Rent payment until such Transfer Notice is received (and Tenant shall then be liable for all such Rent and other obligations due from the date of Tenant's receipt of the Transfer Notice). In the event of a sale by Landlord (selling entity) to another party (successor Landlord or purchasing entity), the selling entity agrees to hold all Rent payments received in trust for payment to the purchasing entity, and both the selling entity and the purchasing entity will indemnify and protect, defend, and hold harmless, Tenant and its officers, directors, employees, agents, representatives and contractors from and against any and all such Claims.

Section 21.34 No Exclusives Apply. Unless Tenant consents, which consent shall not be unreasonably withheld, conditioned or delayed, Landlord shall not grant any exclusives to third parties that encumber Tenant's rights under this Lease. Tenant may invite food trucks or other temporary operations within the Land as are consistent with such consented exclusives (if any) and with applicable Laws.

Section 21.35 **Additional Representations and Warranties**. Landlord represents and warrants to Tenant that (i) no further approvals or consents are required and Landlord has full right and authority to lease the Demised Premises upon the terms and conditions set forth in this Lease; (iii) the Demised Premises is not subject to a ground lease and the lien of any deed of trust, mortgage or other similar encumbering instrument which is not subordinated to this Lease, unless Tenant has received a commercially reasonable non-disturbance agreement from the holder of such lien and ground lease; and (iv) Landlord has not received notice of condemnation relating to all or any portion of the Land from the condemning authority and, to Landlord's actual knowledge, the Land is not subject to condemnation. This Section 21.35 shall be in addition to any other warranties, express or implied, by Landlord or by third parties with respect to the Demised Premises or which otherwise may be created by law.

ARTICLE 22
DEED TRANSFER OF DEMISED PREMISES AT END OF TERM/ EARLY PURCHASE OPTION

Section 22.1 Transfer of Demised Premises. Landlord and Tenant acknowledge and agree, that, as a material inducement for the Parties entering into this Lease, that Landlord will convey fee simple title in the Land and the Building to Tenant at the end of the Term, so long as Tenant is not in a monetary Event of Default and has paid all Basic Rent and Additional Rent hereunder (or cures such Event of Default and pays any outstanding Basic Rent and Additional Rent) at the time of such conveyance. Attached as **Exhibit G** hereto is a [general/special] warranty deed (the "**Deed**") to be executed by Landlord within thirty (30) days prior to the end of the Term. In order to protect Tenant's rights set forth in this Article 22, concurrently with the execution of this Lease, Landlord and Tenant will execute an option to purchase the Demised Premises (the "**Option**"), a copy of which is attached hereto as **Exhibit H**, setting forth Tenant's rights and Landlord's obligations hereunder. The option shall be recorded in the land records of Pittsburg, Kansas within five (5) days after the execution of this Lease.

Section 22.2 Right to Early Purchase. At any time after the end of the second Lease Year and prior to the beginning of the eighth Lease Year, Tenant shall have the right to purchase the Demised Premises by delivering written notice of its intent to purchase (the "Tenant Option Exercise Notice") to Landlord. The purchase price shall be equal to the remaining amount of Basic Rent due for the balance of the Term , plus an amount equal to twenty-five percent (25%) of such remainder (the "Purchase Price"). The Tenant Option Exercise Notice must specify a closing date to occur prior to the then current Expiration Date set forth in this Lease and after the time for determination of the Purchase Price using the methodology above. Closing and settlement shall be at a title company designated by the Tenant on the date specified in the Tenant Option Exercise Notice or as reasonably close to that date as possible, with time being of the essence. All closing costs shall be apportioned based on local custom. At closing, Landlord shall deed the Demised Premises to Tenant.

[signatures on next page]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Lease to be duly executed as of the day and year first above written.

LANDLORD:

CITY OF PITTSBURG, KS
a Municipal Corporation

By: _____
Name: Dawn McNay
Title: Mayor

TENANT:

EAGLEPICHER TECHNOLOGIES, LLC,
a Delaware limited liability company

By:_____
Name: Steve Westfall
Title: President

Signature Page to Lease

EXHIBIT A

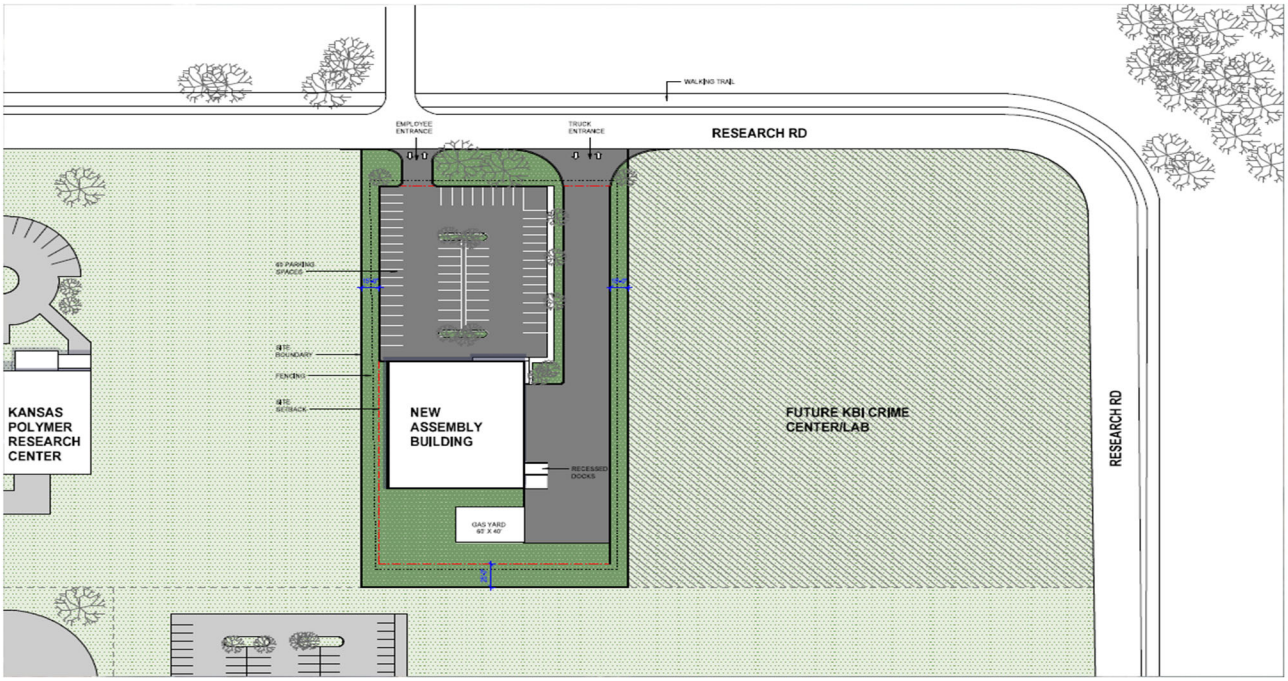
Legal Description of the Land

A parcel of land in the Pittsburg Research and Development Park Addition, Pittsburg, Crawford County, Kansas

Beginning at the Northeast corner of Lot 2, thence S 2° 6’ 27” E a distance of 477.39 feet to the SE corner of said Lot 2, thence S 87° 53’ 33” W along South line of said Lot a distance of 236.61 feet, thence N 2° 6’ 27” W a distance of 477.79 feet to the North line of said lot, thence N 87° 59’ 18” E along North line of said lot a distance of 236.61 feet to point of beginning.

EXHIBIT A-2

Plan of Demised Premises



1 ARCH. SITE PLAN

EXHIBIT B

Work Agreements[4]

This Work Agreement ("Work Agreement") is made and entered into by and between **CITY OF PITTSBURG, KANSAS** ("Landlord"), a charter city organized under the laws of the State of Kansas, and **EAGLEPICHER TECHNOLOGIES, LLC**, a Delaware limited liability company ("Tenant") in connection with the Lease dated September 9th, 2025 between Landlord and Tenant ("Lease") to which this Work Agreement is attached.

The promises, covenants, agreements and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth in the body of the Lease. To the extent that the provisions of this Work Agreement are inconsistent with the terms and conditions of the Lease, the terms hereof shall control. Unless otherwise defined herein, all capitalized terms shall have the definition given thereto in the Lease.

1. Definitions. As used in this Work Agreement and in the Lease, the following terms shall have the meaning as defined herein. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed them in the Lease.

(a) "50% Site and Structural Improvements Drawings" including at a minimum: architectural phasing plans;; preliminary building, parking and sidewalk layout; site utility drawings, including relocation and extension of existing utilities; proposed location of new water and sewer distribution lines; construction limit lines; preliminary grading and drainage; construction fencing; footing and foundation plans with preliminary footing size; preliminary structural framing layout; architectural site plans; dimensioned floor and roof plans; building elevations and large scale elevations; building sections and wall sections; preliminary elevator and stair plans and details; preliminary underground plumbing layout including details (coordinated with civil connections); preliminary electrical site plan; preliminary underground power plan; preliminary floor plan layout and building elevations; preliminary furniture layout; preliminary reflected ceiling plans; preliminary door and finish schedules; HVAC system design and narrative; preliminary plumbing design and narrative; underground plumbing drawings; preliminary power plans; preliminary lighting plans; and preliminary one line diagrams; and conceptual secure area design requirements and equipment selection.

(b) "95% Site and Structural Improvements Drawings" include at a minimum: building, parking and sidewalk layout including site details; existing site utility drawings including relocation and extension of existing utilities; proposed location of new water and sewer distribution lines including details; construction limit lines; final grading and drainage; construction fencing; civil specifications; footing and foundation plans with final sizing and layout and details; structural framing final layout and details; tilt wall reinforcing drawings and details; structural specifications; code analysis and life safety drawings;

[4] To be updated based on further discussions between the parties regarding division of work and landlord responsibilities in the interior of the facility.

dimensioned floor and roof plans; dimensioned slab plans; floor and roof details; building elevations and enlarged building elevations and details; building sections; wall sections and details; curtain wall elevations and details; exterior architectural details; progressed stair and elevator drawings and details; final underground plumbing layout including details (coordinated with civil connections); mechanical product specifications; final electrical site plan and details; final electrical underground drawings and details; electrical specifications; code analysis and life safety drawings; architectural phasing plans; final floor plan layout including enlarged plan as required and details; final furniture layout; final reflected ceiling layout and enlarged plans as required and details; final door and finish scheduled with material selections; final color boards for user review; final stair and elevator drawings and details; final interior elevations of casework; final interior elevations of restrooms, feature walls, etc.; architectural specifications; final HVAC equipment design and details; final HVAC controls and details; final plumbing design and details; final fixture schedules and load tables; final fire protection drawings; mechanical specifications; final power plan and details; final lighting plan; final one line diagrams; final telecom/data plans; final security drawings; final fire alarm drawing and electrical specifications; final secure area designs and equipment selection; and final long lead items.

(c) "Architect" means Cromwell Architects Engineers, Inc.

(d) "Building Specifications" means those building specifications set forth on **Exhibit B-1** to the Lease (as modified by the design reviews as provided for in Sections 2(b), 2(c), 3(b), 3(c) and 3(d) in this Work Agreement).

(e) "Engineers" means those key engineering firms selected by Landlord and approved by Tenant for the design of the Tenant Improvements.

(f) "General Contractor" means Branco Enterprises, the general contractor selected by Landlord and approved by Tenant to construct, and to see to the construction of, the Tenant Improvements, which general contractor shall be engaged through a guaranteed maximum price contract for the Tenant Improvements. The GC will be selected through a bid process by the City at a date after the signing of this lease.

(g) "Improvements" means the Site and Structural Improvements and all other improvements, machinery, equipment, fixtures and other property, real, personal or mixed (except Tenant's personal property and trade fixtures) installed or located thereon, together with the Building based on the Building Specifications and all Tenant Improvements and with all other additions, alterations and replacements thereof.

(h) "Improvements Drawings" means Site and Structural Improvements Drawings together with the Tenant Improvements drawings as are approved by Tenant, which shall include all architectural, mechanical/plumbing, electrical, and landscaping drawings necessary for completion of the Improvements, subject to reasonable field changes for which Tenant has received notice.

(i) "Site and Structural Improvements" means that site work and those improvements as contained in the Site and Structural Improvements Drawings.

(j) "Site and Structural Improvements Drawings" means the final, approved site/civil, structural, architectural envelope, plumbing/electrical underground drawings together with the permitted Site and Structural Improvements Drawings as are approved by Tenant for construction of all site work and Base Building structure, subject to reasonable field changes for which Tenant has received notice.

(k) "Tenant Improvements" means all pre-occupancy tenant work, installations and improvements at or in the Demised Premises made by or on behalf of Tenant, which shall specifically include the Site and Structural Improvements and the Tenant Improvements, but shall not include the installation of Tenant's personal property and trade fixtures.

(l) "Total Construction Costs" shall mean (i) costs of completing construction of the Tenant Improvements including, but not limited to, all permits, inspections, testing, site construction, and building construction costs; (ii) inspection, testing, and builder's risk costs (iii) costs for site work; (iv) all architect and engineering costs except to the extent that such architect costs are to be paid pursuant to the terms and conditions of a separate written agreement by and between Landlord and Tenant, if any; (v) construction and permanent loan costs associated with financing; (vi) interest incurred during construction of the Tenant Improvements, but before the Tenant commences paying Basic Rent for the Demised Premises following the Commencement Date, and (vii) costs expended in connection with the development of all space planning, architectural and engineering plans and specifications referenced herein.

2. Site Work.

(a) On or about January 28, 2025 Landlord, Tenant, Architect and Engineers met to discuss the overall design program and finalize the Building Specifications for design. Tenant, Architect and Engineers will start Site and Structural Improvements Drawings, including, but not limited to, utility service requirements, parking requirements, loading dock requirements, gross building size, exterior design aesthetics, floor height, wall insulation requirements, floor and foundation weight requirements, and any other site requirements to be incorporated into the Site and Structural Improvements.

(b) Tenant agrees to cause the Architect and Engineers to prepare design development drawings for the site improvements and construction-ready building pads, subdivision, grading, utilities, interior roadways and other roadway improvements, and the base building portion of the Building (the "Building") as a manufacturing facility, which shall include a loading dock area sufficient to accommodate a trash compactor and normal office building business deliveries. The site will provide a minimum of 60 full-size surface parking spaces which this number could change by 25% either up or down, but shall in no event have such number of spaces less than required by applicable Laws. Landlord caused the 50% Site and Structural Improvements Drawings to be performed in accordance with the Building Specifications by May 20, 2025 and submitted such 50% Site and Structural Improvements Drawings, having been approved by Landlord, to Tenant. Tenant shall confirm that the 50% Site and Structural Improvements Drawings are in form reviewable by Landlord consistent with such stage of the design development. Landlord shall respond with its approval or disapproval, in reasonable detail, of the 50% Site and Structural

Improvements Drawings for the preliminary Building improvements within seven (7) days after their submission to Landlord and in conjunction with any disapproval, shall be available for a meeting (which may be in person or telephonic) with Tenant within two (2) business days. Landlord and Tenant shall meet as quickly as is possible to discuss any comments or bases for disapproval, provided Landlord shall not unreasonably withhold or delay its approval to the 50% Site and Structural Improvements Drawings. Tenant shall incorporate Landlord's reasonable comments into the 50% Site and Structural Improvements Drawings, provided that Landlord shall not be required to approve any comments which are in Landlord's reasonable opinion, inconsistent with the Building Specifications or permitted Building modifications elected by Tenant. Tenant shall thereafter deliver revised drawings to Tenant for its approval within seven (7) days following receipt of Landlord's comments and the parties shall again meet expeditiously to resolve any remaining comments or bases for disapproval.

(c) Tenant will cause the 95% Site and Structural Improvements Drawings to be performed in accordance with the Building Specifications no later than May 20, 2025 and to submit such 95% Site and Structural Improvements Drawings to Landlord. Tenant shall confirm that the 95% Site and Structural Improvements Drawings are in form reviewable by Landlord consistent with such stage of the design development. Landlord shall respond with its approval or disapproval, in reasonable detail, of the 95% Site and Structural Improvements Drawings for the preliminary Building improvements within seven (7) days after their submission to Landlord and in conjunction with any disapproval, shall be available for a meeting (which may be in person or telephonic) with Landlord within two (2) business days. Landlord and Tenant shall meet as quickly as is possible to discuss any comments or bases for disapproval, provided Landlord shall not unreasonably withhold or delay its approval to the 95% Site and Structural Improvements Drawings. Landlord shall incorporate Tenant's reasonable comments into the 95% Site and Structural Improvements Drawings, provided that Landlord shall not be required to approve any comments which are in Landlord's reasonable opinion, inconsistent with the Building Specifications or permitted Building modifications elected by Tenant. Tenant shall thereafter deliver revised drawings to Tenant for its approval within three (3) days following receipt of Tenant's comments. If Landlord delivers written comments to the 95% Site and Structural Improvements Drawings within the seven (7) day period set forth above, then Landlord and Tenant shall meet expeditiously and diligently work together in good faith until the final Site and Structural Improvements Drawings are approved by Tenant. Upon approval of the final Site and Structural Improvements Drawings, Landlord and Tenant shall sign a list of the approved Site and Structural Improvements Drawings.

(d) Tenant shall finalize the Site and Structural Improvements Drawings as expeditiously as possible following with such process to continue until the parties agree on the final design of the site and the Building improvements. Landlord shall not unreasonably withhold or delay its approval to the Final Site and Structural Improvements Drawings.

(e) The Site and Structural Improvements Drawings will include the site work. Landlord shall be obligated to obtain the needed approvals from the Company for any subsequent additions to the Site and Structural Improvements Drawings prior to construction related to any subsequent additions.

(f) Tenant shall ensure that the structural detail of the utilities and the mechanical, electrical and other Base Building Equipment meet all applicable Laws and the Building Specifications and Site and Structural Improvements Drawings that all of the Tenant Improvements satisfies Laws.

3. Building and Tenant Improvements Design.

(a) All tenant work, installations and improvements in and to the Demised Premises by Landlord on behalf of Tenant shall be referred to collectively as the "Tenant Improvements". The term "Tenant Improvements" shall not include Tenant's personal property. All Tenant Improvements shall be purchased and installed on a turn-key basis. Tenant shall cause Architect to commence design of layout plans and specifications for the Base Building and Tenant Improvements, which shall include without limitation a schematic construction plan showing the efficient and cost-effective design of all hardwalls and kitchen/pantry/plumbing locations, a schematic power and data plan showing special mechanical and electrical requirements (including without limitation an equipment matrix, electrical loads and designation of dedicated outlet requirements, and data and cabling requirements), and a reflected ceiling plan (collectively, "Tenant's Requirements"). Notwithstanding, Tenant shall have the right, but not the obligation, to elect to perform the design work, in whole or in part, for the Tenant Improvements, at its sole cost and expense.

(b) Tenant shall finalize the drawings for the Tenant Improvements as expeditiously as possible following with such process to continue until the parties agree on the final design of Building, the finishes and all Tenant Improvements. Landlord shall not unreasonably withhold or delay its approval to the final Improvement Drawings.

(c) Tenant's designation of materials and equipment in the Tenant Improvements shall be of uniformly high quality, not less than the general quality of the Building, and in accordance with governing codes and regulations, and Tenant shall not include within the Tenant Improvements any items which cannot be designed, bid, contracted for and constructed by the Anticipated Commencement Date using reasonably efficient project management practices.

(d) If no approval or comment to a submittal is received within the applicable time period set forth above in this Section 3, such submittal shall be deemed disapproved by Tenant.

4. Construction of Tenant Improvements.

(a) Upon approval of the final Site and Structural Improvements Drawings and bid package, Landlord agrees to cause the General Contractor to proceed with due diligence to complete the Site and Structural Improvements in accordance with the final approved Site and Structural Improvements Drawings and in accordance with all applicable Laws.

(b) Upon approval of the final Improvement Drawings and bid package, Landlord agrees to require the General Contractor to proceed with due diligence to complete the Tenant Improvements in accordance with the final approved Improvements Drawings and the Building and in accordance with all applicable Laws. Tenant acknowledges that Landlord shall not be obligated to make any structural or other alterations or any additions,

improvements or decorations in or to the Demised Premises except to the extent required by the final approved Improvements Drawings, except in accordance with applicable Laws. All Tenant Improvements shall be constructed on a turn-key basis.

(c) Landlord will provide a detailed schedule (the "Construction Schedule") illustrating the timeline for development, construction and completion of the Tenant Improvements with all major milestones, deadlines and outside dates clearly indicated ("Construction Milestones"). Landlord shall use its best efforts to meet all performance obligations by the applicable Construction Milestones. If Landlord fails to accomplish any obligation set forth in the Construction Schedule by the applicable Construction Milestones (except if such delay is solely caused by a Tenant Delay or an Unavoidable Delay), then Landlord shall authorize and direct, at Landlord's sole expense, the General Contractor and any relevant subcontractor to work at an accelerated pace utilizing such "overtime hours" as may be necessary to bring the work back into compliance with the Construction Schedule. The Construction Schedule is attached to the Lease as **Exhibit B-2**.

(d) During the design and construction of the Tenant Improvements, Tenant shall deliver to Landlord information, selections, substitutions, decisions, responses, clarifications or elections reasonably requested by Landlord which are required by Landlord to proceed with the preparation of plans, specifications, Site and Structural Improvements Plans, the Improvement Drawings, ordering of materials, preparation and letting of bids for work to be performed or for performance of construction work within five (5) business days after Landlord's request.

(e) Landlord will afford Tenant, its employees, and its representatives continuous, full, and free access during normal business hours to the Land and the Building, all materials thereon and therein, and all work being performed thereon and therein; provided, however, that in exercising such right of access, Tenant and its employees and representatives shall comply with all applicable Laws (including, but not limited to, OSHA safety regulations and standards) and shall coordinate such access with the General Contractor. Tenant shall be required to provide at least twenty-four (24) hours prior notice to the General Contractor for the purpose of coordinating Tenant's entry onto the Demised Premises with Tenant Improvements in progress. Tenant acknowledges that its ability to gain entry to the Demised Premises occasionally may be limited or restricted due to the particular stage of Tenant Improvements then in progress. Tenant shall be accompanied by a representative of Landlord except during periods in which Tenant, its employees and representatives shall be engaged in the installation of Tenant's equipment or other property as provided in the Lease. The general right of access granted to Tenant, its employees and representatives in this Section 4(e) shall include the right to inspect the Tenant Improvements. If during the course of Tenant's inspections, Tenant shall discover that the Tenant Improvements have not been performed in a good and workmanlike manner, are inconsistent with all applicable Laws, the Building Specifications, the Site and Structural Improvements Design or the other Improvements Drawings, Tenant shall notify Landlord in writing of such inconsistency. Landlord shall promptly remedy such inconsistency at Landlord's sole cost and expense. Any delay caused by such noncompliance shall not constitute a Tenant Delay. Tenant's right to inspect and object with respect to the Tenant Improvements as set forth herein shall not relieve Landlord of the responsibility for proper and adequate design

and construction of the Site and Structural Improvements Design and the Building and TI Package in a good and workmanlike manner, in conformance with Laws, the Building Specifications, and the Site and Structural Improvements Design and the Building and TI Package.

(f) Landlord represents and warrants that Landlord is fully competent in and can fully perform the development of the Tenant Improvements. Tenant shall have the right to remove any employee, agent, or representative of Landlord or Landlord's construction team to the extent that Tenant believes that such person poses a danger to the timely completion of the Tenant Improvements or Tenant's employees or representatives or who act or behave in a manner inconsistent with good management practices, harmonious relations or Tenant's security as reasonably determined by Tenant, and Landlord shall replace such person so removed with another reasonably satisfactory to Tenant.

(g) Landlord shall obtain from the General Contractor, and Landlord shall use its reasonable efforts to obtain from the Architect and any electrical, mechanical or structural engineer providing services for the design or construction of the Tenant Improvements, warranties and guarantees, in a form acceptable to Landlord, in Landlord's reasonable discretion, as to the sufficiency and adequacy of the construction of the Tenant Improvements and the Base Building Equipment. Landlord shall obtain from the Architect certificates, in a form acceptable to Landlord, in Landlord's reasonable discretion, as to the sufficiency and adequacy of the design of the Tenant Improvements and the Base Building Equipment.

(h) To the extent that Tenant's approval or consent is required or contemplated hereunder, approval by Tenant shall (a) be non-technical approval of design, materials and equipment, (b) not be deemed to mean approval of structural capacity of the Building or the Base Building Equipment, size of ducts and piping, adequacy of electrical wiring, system/equipment capacities and, without limitation, other technical matters, (c) not relieve Landlord of responsibility for proper and adequate design of the Building or construction of the Building, and (d) not be deemed approval by Tenant of any extension of the period in which Landlord is to Substantially Complete construction of the Building as provided in the Lease. Tenant shall, however, promptly notify Landlord of any defects or problems in the Building Specifications or the Improvements Drawings to the extent that Tenant has actual knowledge thereof. Landlord shall ensure that the structural detail of the utilities and the mechanical, electrical and other Base Building Equipment meet all applicable Laws and the Building Specifications and the Improvements Drawings.

(i) Except as otherwise provided herein, neither the exercise nor the failure to exercise by Tenant or its representatives of any right afforded Tenant under this Work Agreement (including specifically, but without limitation, the exercise or failure to exercise of a right to review, comment upon, approve or disapprove documents, plans, specifications, drawings or other matters), or the performance by Landlord or the failure by Tenant to insist upon the performance by Landlord of any obligation imposed upon Landlord under this Work Agreement, shall (a) impose upon Tenant, or be deemed to be an assumption by Tenant, of any obligation or liability with respect to the financing, construction, leasing, maintenance, management, ownership, operation, service or insurance of the

Improvements or the design of the Building, or (b) constitute or be deemed to constitute acquiescence by Tenant to any act or failure to act on the part of Landlord which is in conflict with any provision of this Work Agreement.

5. Authorized Representative/Construction Meetings.

(a) Tenant designates Steve Westfall ("Tenant's Authorized Representative") as the person authorized to coordinate with Landlord all plans, drawings, Change Orders and approvals or minor adjustments to the plans and drawings that do not increase Total Construction Costs or affect the Construction Schedule and details of Change Orders. Tenant designates Steve Westfall or his or her designee (the "Tenant's Change Order Representative") as the only persons authorized to approve and authorize Change Orders which increase Total Construction Costs or affect the Construction Schedule for the Tenant Improvements. Any unauthorized Change Orders shall be at the Landlord's sole cost and expense. Tenant's Authorized Representative shall be generally available during business hours each day during the period for design and construction of the Tenant Improvements. Tenant's Change Order Representative need not be available to Landlord, but shall be the signatory on any Change Order. Landlord shall not be obligated to respond to or act upon any such item until such item has been initialed by Tenant's Authorized Representative. Tenant's Authorized Representative shall fully bind Tenant in connection with decisions that affect the Tenant Improvements and Tenant's Change Order Representative shall fully bind Tenant in connection with Change Orders that increase Total Construction Costs or affect the Construction Schedule, without the need for Landlord to make any inquiry with respect to authority. If there is more than one Tenant's Authorized Representative, then either may act for Tenant.

(b) During the period prior to the Commencement Date, Landlord will provide all reasonable cooperation to keep Tenant informed as to the material aspects pertaining to the design, construction, use, maintenance, operation, service, or insurance of the Tenant Improvements. Accordingly, upon written request, Landlord will without further request furnish the Tenant's Authorized Representative with true and complete copies of all progress reports, certificates, schedule updates, and any other documents, correspondence, memoranda, records, files, data, or information as may be material and pertinent to the Demised Premises and other documents and information requested by Tenant, other than internal communications or confidential matters between Landlord and its attorneys or accountants and materials, Landlord will use all reasonable efforts to furnish the Tenant's Authorized Representative with true and complete copies of all complaints, answers, and other dispositive motions or pleadings that may hereafter be filed by or against Landlord for any matter in controversy alleging damages in excess of $15,000 with respect to the Demised Premises, together with all court orders that may issue as a result thereof, as well as any notices from any third party to Landlord relating to the nonperformance of, or breach or default of, any applicable Laws with respect to the Demised Premises. Tenant's Authorized Representative will have the right to attend all meetings material to the interest of Tenant as may be held with respect to the Demised Premises between Landlord, the General Contractor, the Architect, and any other outside person or firm (other than Landlord's attorneys) furnishing materials, services, or labor to or with respect to the Demised Premises. Landlord agrees to make a diligent and good faith effort to provide

Tenant with reasonable prior notice of any meetings, but shall not be unreasonably obligated to attempt to schedule any such meetings to accommodate Tenant's availability or convenience. Prior to the Commencement Date, Landlord and its construction team shall meet no less frequently than twice each month to discuss and analyze the progress of construction and Landlord shall prepare and deliver to Tenant a written report (which may be in the form of the minutes of the meeting) (a "Construction Meeting Report") summarizing the material items discussed at such meeting. Each Construction Meeting Report shall specifically identify any event or condition which would constitute an Unavoidable Delay or a Tenant Delay (and any incurred costs directly resulting from a Tenant Delay) which has occurred since issuance of the immediately prior Construction Meeting Report.

(c) The Construction Milestones in **Exhibit B-2** list the critical path milestones necessary to achieve Substantial Completion of the Improvements by the Anticipated Commencement Date. At each meeting, Landlord shall track the progress of the critical path milestones and provide such update to Tenant's Authorized Representative. If the anticipated date for Substantial Completion of the Demised Premises changes to any date after April 19, 2026 Landlord and Tenant shall meet within three (3) business days to discuss the means, methods and costs to accelerate the Construction Milestones to achieve Substantial Completion by the Anticipated Commencement Date. In the event that Landlord fails to meet the Anticipated Commencement Date as more fully set forth in Section 3.5 of the Lease, Tenant shall have the right to pursue the remedies set forth in Section 3.6 of the Lease.

6. Cost of Improvements.

(a) To the extent Landlord is able to save costs on Total Construction Costs in any manner, such savings shall be passed along to Tenant and accounted for in the Total Construction Costs, which shall reduce Basic Rent. As of the Effective Date of the Lease, the proforma anticipated Total Construction Costs is attached hereto as **Exhibit B-3**.

(b) Until the Commencement Date, Landlord shall provide monthly updates on the actual costs of the Improvements, including infrastructure, site, Building and Tenant Improvements and a tracking to the anticipated budget attached hereto in reasonable detail. Following completion of the Improvements, Landlord shall present Tenant with a full accounting of the Total Construction Costs, which costs and expenses Tenant may verify and approve. Landlord shall permit Tenant full access to all books and records relating to all expenses included in Total Construction Costs, including contracts, change orders, side letters, side agreements, purchase orders, canceled checks, accounting records and any other information, resource or data which Tenant reasonably believes is necessary or desirable in order to verify the Total Construction Costs. Tenant shall have a period of ninety (90) days following receipt of all necessary information in order to raise any questions as to Total Construction Costs. The parties shall work diligently to reach agreement on Total Construction Costs as soon as possible following the Commencement Date (but in no event later than six (6) months following such Commencement Date) and

Landlord shall provide such final agreed-upon accounting to Tenant. The parties shall thereafter amend the Lease to adjust Basic Rent based on the agreed-upon Total Construction Costs as set forth in Section 4.1 of the Lease. Within thirty (30) days after Landlord shall have determined the actual final costs of all of the above referenced items, but in no event later than (60) days, Landlord and Tenant shall recalculate the Basic Rent due and shall credit the overpayments, if any, made by Tenant from the date of first payment of Basic Rent to the next payments therefor.

(c) Landlord and Tenant shall act in good faith to work together to reduce the costs of construction of the Improvements. In furtherance of such effort, Landlord shall utilize an open book process and shall suggest substitutions or other ideas to reduce costs, improve efficiency, or advance the schedule, which ideas or substitutions shall be subject to the approval of Tenant. Any savings resulting therefrom shall reduce the total cost of the Improvements and shall be reflected in a reduced Basic Rent.

7. Long Lead Items. As used in this Work Agreement, the phrase "Long Lead Item" shall mean any item of the Tenant Improvements or material element thereof that due to circumstances beyond the reasonable control of Landlord or long lead times necessary for fabrication or delivery will not be available at the Demised Premises in time to be completed and installed prior to the Commencement Date which items are identified during the design period, provided that Landlord notifies Tenant in writing of such items within five (5) business days after learning of such unavailability. Tenant shall have five (5) business days following receipt of any notice from Landlord identifying any Long Lead Item to elect (i) to omit such Long Lead Item from the Improvements Drawings, (ii) to omit such Long Lead Item and to substitute another item therefor which can be promptly fabricated and delivered, or (iii) to require such Long Lead Item to be installed when delivered. In order to assist Tenant in identifying a qualified substitute item, Landlord shall promptly identify for Tenant after the time of submittal by Tenant of a proposed substitution, the estimated delay and any related costs or savings that will be caused by the substitution. Landlord and Tenant shall cooperate to rework promptly the Building Specifications, Tenant's Requirements or other specifications (and other items, if necessary) if any such substitution is elected by Tenant. Any net savings or additional costs resulting from the omission or substitution of Long Lead Items shall be credited or charged to Tenant accordingly through Total Construction Costs. In no event shall the Commencement Date be extended due to a delay in the completion and installation of the Long Lead Item or arising from Tenant's election to retain a Long Lead Item. Landlord shall not be liable for any losses, claims or damages arising due to delays in the delivery of Long Lead Items to the Demised Premises. In all events, Landlord agrees to perform and complete all of the Tenant Improvements as promptly as delivery of Long Lead Items permit.

8. Change Orders. Any and all changes to the Site and Structural Improvements Plans or the Building and TI Package requested by Tenant ("Change Orders") shall at the option of Tenant either (i) be payable by Tenant to Landlord within thirty (30) days following Tenant's receipt of a substantiated invoice therefor, or (ii) be added or subtracted from Total Construction Costs, unless otherwise mutually agreed by Landlord and Tenant. All Change Orders shall specify the following:

(a) The change in the work;

(b) The price agreed upon for such change;

(c) The time for the completion of the change;

(d) Whether a change will extend the time for completion of the Tenant Improvements; and

(e) The planned adjustment to Total Construction Costs, if any.

All Change Orders must be in writing, signed by Tenant's Change Order Representative and approved in writing by Landlord, which approval (i) shall not be unreasonably withheld, conditioned or delayed, and (ii) shall specify the impact the subject Change Order will have on the Construction Milestones, the Construction Schedule, and Substantial Completion, as the case may be. If Tenant does not rescind Tenant's request for the Change Order upon receipt of Landlord's approval issued in accordance with this paragraph, and such Change order impacts the Construction Milestones, the Construction Schedule or Substantial Completion, then Landlord and Tenant shall amend the same upon terms mutually agreed upon in a signed writing by Landlord and Tenant.

9. Tenant Delays. Landlord shall not be responsible for actual delays in completion of the Tenant Improvements due to Tenant's unreasonable, negligent or intentional interference with Landlord's performance of the Improvements that results in an actual delay of Substantial Completion, which following the notices as described below shall be a "Tenant Delay". In the event of any act of Tenant that may cause a Tenant Delay, Landlord shall notify Tenant in writing of Tenant's interference and provide Tenant with two (2) business days to cease the act(s) causing the interference and, to the extent that Tenant continues with such interference following such two (2) business-day period, each such additional day of Tenant interference shall be a day of Tenant Delay. In addition to the definition set forth above, in the event that Tenant (a) fails to respond to inquiries pursuant to Section 4(d) of this Work Agreement for five (5) business days and (b) if any such responses are fundamental to the critical path schedule, as communicated by Landlord to Tenant in writing, then, provided that Landlord has notified Tenant in writing of such failure to respond and provided Tenant with two (2) business days to respond and to the extent that Tenant does not in fact respond following such two (2) business-day period, each such additional day shall also be a Tenant Delay. Landlord must notify Tenant of each event that constitutes a Tenant Delay promptly upon the occurrence thereof, and the Tenant Delay shall only arise following such notice, provided, that such event(s) is(are) the sole source of the delay in Substantial Completion and provided that there are no other events of delay in the completion of the Tenant Improvements caused by Landlord occurring at such time. In all events, Landlord and Tenant shall use reasonable efforts to mitigate the impact of any Tenant Delay (using reasonably efficient project management practices), with the goal of achieving Substantial Completion of the Tenant Improvements on or before the Anticipated Commencement Date, notwithstanding such Tenant Delays.

10. Completion of the Work and Commencement Date. "Substantial Completion" or "Substantially Completed" shall mean, that date when (i) all Improvements to be constructed or installed by Landlord pursuant to the Lease are completed (excepting Punch List items which shall be completed within thirty (30) days following Substantial Completion), so as to enable Tenant to move in and install its furniture, fixtures, machinery and equipment to conduct normal business operations, (ii) Tenant, its employees, agents, customers and invitees have ready access to the

Building, parking areas and the Demised Premises through egress/ingress, lobbies, entranceways and hallways, (iii) all building fire alarms, fire sprinklers, smoke detectors, exit lights, life safety equipment and other building code requirements are installed and operational, and (iv) a temporary, final or other certificate of occupancy (or its equivalent) has been issued by the appropriate governing authority for all finished portions of the Building sufficient to permit Tenant to occupy for its intended use.

11. Miscellaneous.

(a) Landlord and Tenant agree that any and all notices, requests or other communications with respect to the Tenant Improvements shall be in writing, or if oral, shall be immediately confirmed in writing. Landlord shall have no liability for any portion of the Tenant Improvements not performed in accordance with any communication by Tenant which is not made in accordance with this paragraph. Tenant shall communicate and deal only with Landlord and the General Contractor's designated personnel in connection with the performance and inspection of the Tenant Improvements, and shall not issue directions or otherwise communicate with any subcontractors or material suppliers or any of General Contractor's non-designated personnel.

(b) Landlord shall notify Tenant in writing as soon as the Demised Premises are Substantially Completed. It is understood that a representative of Tenant and a representative of Landlord shall then conduct a walk-through of the Demised Premises prior to delivery of possession to Tenant, and will prepare a punch-list (the "Punch List") of those items of the Tenant Improvements which are incorrect or incomplete, which items Landlord shall complete, repair or correct within thirty 30) days after Substantial Completion, subject to Long Lead items, Unavoidable Delays and Tenant Delays. Other than warranty items as provided in Section 3.10 of the Lease, Landlord shall not be obligated to perform any work not set forth on the Punch List.

(c) Landlord shall use due diligence to complete the Tenant Improvements by the Anticipated Commencement Date, but shall have no liability to Tenant hereunder if prevented from doing so despite commercially reasonable efforts by reason of any (a) strike, lock-out or other labor troubles, (b) inability to procure materials that arises during the construction period that was not occurring during the design period, including an embargo on trade or other commercial activities, (c) governmental restrictions or limitations on construction affecting the Property, (d) orders or directives of any legislative, administrative or judicial body or any governmental department (e.g., building moratorium) specifically affecting the Property, (e) epidemics or pandemics which require cessation of construction activities applicable to the Property, (f) failure or shortage of electrical power, gas, water, fuel oil, or other utility or service, despite commercially reasonable efforts to obtain same, (g) acts of the public enemy, riot, war, insurrection or other national, State or local declarations or proclamations establishing conditions of City, County, State or National emergency that directly impact construction or delivery of materials, (h) accident, flood, fire or other casualty, or (i) unusually inclement weather, (collectively, "Unavoidable Delays"). Landlord must notify Tenant of each event that constitutes an Unavoidable Delay promptly upon the occurrence thereof, which notice shall include the anticipated impact to the schedule, and the Unavoidable Delay shall only arise

following such notice, provided, that such event(s) is(are) the sole source of the delay in Substantial Completion and there are no other events caused by Landlord occurring at such time. In such event, the Commencement Date shall be delayed for a period equaling the length of such delay, and the Expiration Date shall be determined pursuant to the provisions of Article 3 of the Lease.

(d) Landlord shall thoroughly clean the Demised Premises, at its sole cost and expense, immediately prior to and following Tenant's move into the Demised Premises. Landlord shall run the HVAC system twenty-four (24) hours per day for three (3) consecutive days prior to the date Tenant anticipates commencing business operations to flush out new finish odors from the Demised Premises.

(e) Tenant and Tenant's contractors, subcontractors, architects, engineers and designers shall not be charged for the use of elevators, restrooms, loading docks, parking or utilities during construction of or move into the Demised Premises.

EXHIBIT B-1

Building Specifications

Will be added when available

	Activity Name	Duration (Days)	Start Date	Finish Date
1	**t**	**297.00**	**3/11/25**	**4/29/26**
2	**Precontsuction**	**139.00**	**3/11/25**	**9/19/25**
3	Issue RFQ to CMs	0.00	3/11/25	3/11/25
4	RRQs Due 4PM	0.00	3/18/25	3/18/25
5	Issue Letter of Intent to Successful CM	0.00	4/4/25	4/4/25
6	Final Drawings Package issued to CM	0.00	5/20/25	5/20/25
7	CM Formulate Bid Packages Issue Documents for Bid	9.00	5/20/25	5/30/25
8	Pre - Bid Meeting @10AM	0.00	6/9/25	6/9/25
9	Bid Opening @ 10AM	0.00	6/18/25	6/18/25
10	Tabulate Bids & Present GMP for Owner Approval	6.00	6/18/25	6/25/25
11	SIGNED GMP & CONTRACT WITH OWNER	52.00	6/26/25	9/5/25
12	Issue Letters of Intent/Subcontracts	10.00	9/8/25	9/19/25
13	**Construction**	**95.00**	**9/17/25**	**1/27/26**
14	Sitework Mobilization/SWPPP	5.00	9/17/25	9/23/25
15	Install Construction Entrance	**85.00** 5.00	**10/1/25** 9/24/25	**1/27/26** 9/30/25
16	**Site Work & Utilities**	**85.00**	**10/1/25**	**1/27/26**
17	Subgrade (scarifi & compact)	15.00	10/1/25	10/21/25
18	Under Slab/Site Utilities	10.00	10/22/25	11/4/25
19	Stormwater Piping & Inlet Boxes	10.00	1/14/26	1/27/26
20	**Foundations**	**25.00**	**11/5/25**	**12/9/25**
21	Footings	15.00	11/5/25	11/25/25
22	Walls	10.00	11/19/25	12/2/25
23	Slabs	5.00	12/3/25	12/9/25
24	**Structure/Insulation/Wall & Roof Panels**	**162.00**	**9/16/25**	**4/29/26**
25	PEMB Coordination/Shop Drawings	25.00	9/16/25	10/20/25
26	PEMB Fabrication	35.00	10/21/25	12/8/25
27	PEMB Erection	25.00	12/10/25	1/13/26
28	**Overhead MEPF**	**15.00**	**1/14/26**	**2/3/26**
29	Overhead MEPF Rough-In	15.00	1/14/26	2/3/26
30	**CMU/Interior Framing**	**15.00**	**1/14/26**	**2/3/26**
31	CMU	5.00	1/14/26	1/20/26
32	Hardend area SOMD	5.00	1/21/26	1/27/26
33	HM Frames	5.00	1/14/26	1/20/26
34	Interior Framing	15.00	1/14/26	2/3/26
35	**Metal Stud Inwall MEPF**	**10.00**	**1/21/26**	**2/3/26**
36	Metal Stud In-Wall Rough-In	10.00	1/21/26	2/3/26
37	**Finishes & MEPF Trim Out**	**76.00**	**1/14/26**	**4/29/26**
38	OH Doors	5.00	1/28/26	2/3/26
39	Drywall	15.00	1/28/26	2/17/26
40	TEMP USE OF RTUs UP AND RUNNING	0.00	2/11/26	2/11/26
41	Mud, Tape, & Finish	15.00	2/11/26	3/3/26

42	Painting	10.00	2/18/26	3/3/26
43	Ceilings	10.00	2/25/26	3/10/26
44	Flooring	10.00	3/4/26	3/17/26
45	Install specialties (toilets, lettering, signage, cabinets, kitchen equipment, lights, etc.)	10.00	3/18/26	3/31/26
46	MEPF Trim Out	10.00	3/25/26	4/7/26
47	**Sidewalk/Paving/Top Soil & Seeding**	**35.00**	**1/14/26**	**3/3/26**
48	Sidewalk/Curb & Gutter	15.00	1/14/26	2/3/26
49	Paving	10.00	2/4/26	2/17/26
50	Top Soil/Seeding/Landscaping	10.00	2/18/26	3/3/26
51	**Substatintial Completition**	**6.00**	**4/8/26**	**4/15/26**
52	Final Clean	5.00	4/8/26	4/14/26
53	Perform Punchlist	1.00	4/15/26	4/15/26
54	**Final Completition**	**16.00**	**4/8/26**	**4/29/26**
55	Owner training	5.00	4/8/26	4/14/26
56	Complete Punchlist	10.00	4/16/26	4/29/26

EXHIBIT B-3

Construction Proforma

Will be provided when available

EXHIBIT C

Form of Commencement Date Agreement

(To be signed within 180 days of Commencement Date per Section 3.6)

This declaration is hereby attached to and made part of the Lease Agreement dated [_____] (the "Lease") entered into by and between [_____], as "Landlord" and EaglePicher Technologies, LLC, a Delaware limited liability company, as "Tenant".

The undersigned, as Tenant, hereby confirms as of the _____ day of _____, 20__ the following:

1. Tenant has accepted possession of the Demised Premises on _____, 20____ and is currently able to occupy the same.
2. The Commencement Date as defined in the Lease is _____, 20___.
3. The obligation to commence the payment of Basic Rent for the Demised Premises commenced or will commence on [the Commencement Date/_____, 20___].
4. The Basic Rent Credit is $_____. [If none, insert $0].
5. The rentable square footage of the Building is _____ square feet.
6. The Expiration Date as defined in the Lease is _____, _____.
7. Total Construction Costs have been determined to be $ _____.
8. All improvements required to be performed by Landlord pursuant to the Lease to prepare the Demised Premises for Tenant's initial occupancy have satisfactorily completed except _____ [attach additional pages, if needed].
9. The Lease is in full force and effect and has not been modified, altered or amended except pursuant to any instruments described hereinabove, if any.

LANDLORD: [_____]

BY:_____
NAME:_____
TITLE:_____

TENANT: EAGLEPICHER TECHNOLOGIES, LLC

BY:_____
NAME:_____
TITLE:_____

Exhibit D - page 1

EXHIBIT E

Guaranty

THIS GUARANTY is made this 11th day of February, 2025, by **TUTHILL CORPORATION**, a Delaware corporation having an address at 8500 South Madison Street, Burr Ridge, Illinois 60527 ("Guarantor"), to **CITY OF PITTSBURG, KANSAS**, having an address at 201 West 4th Street, Pittsburg, Kansas 66762 (the "City").

Reference is made to that certain Development and Funding Agreement (the "Development Agreement"), by and between the City and EaglePicher Technologies, LLC, a Delaware limited liability company and indirect, wholly-owned subsidiary of Guarantor (the "Company") and the related Lease Agreement, by and between the City, as lessor, and the Company, as lessee, with respect to the New Facility (as defined in the Development Agreement) (the "Lease"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Development Agreement and the Lease.

W I T N E S S E T H:

WHEREAS, it is the intention of the parties hereto that Guarantor guaranties the performance by Company of all of the terms, covenants, conditions, obligations and agreements contained in the Development Agreement and Lease on the part of Company to be performed thereunder (collectively, the "Covenants") on the terms and conditions set forth in this Guaranty.

NOW, THEREFORE, Guarantor agrees with City as follows:

1. Guarantor guaranties to City the prompt payment when due of the amounts payable by Company under the Development Agreement and the Lease, and full and faithful performance and observance of all of the other Covenants; and to effectuate that guaranty, Guarantor covenants to City that if (a) default or breach shall at any time be made by Company in the Covenants, and (b) notice of any such default or breach shall have been given by City to Company and Company shall not have cured such default or breach after the expiration of applicable notice and grace periods, if any (except that during any period that Company is a debtor in any federal or state insolvency proceeding, the foregoing clause (b) shall be inapplicable as to Company and, instead, City will provide the requisite notices to Guarantor and the cure periods will be available to Guarantor in order to provide Guarantor with an opportunity to effectuate a cure within the specified cure period), then, promptly after written demand is made by City to Guarantor for performance by Guarantor of its obligations herein, Guarantor shall well and truly perform (or cause to be performed) the Covenants, and pay (or cause to be paid) said amounts that may remain due thereon to City, subject in all cases to all defenses, claims, counterclaims and cross-claims available to Company, except for any defense, claim, counterclaim or cross-claim which may be available to Company due to any federal or state bankruptcy or insolvency filing by Company. This Guaranty is a guaranty of payment, not collection.

2. The liability of Guarantor hereunder shall not be reduced or discharged, in whole or in part, as a result of the occurrence of any of the following:

(a) any amendment, modification or extension of the Development Agreement or Lease or of any Covenant that is or has been agreed to in writing by Company;

(b) any extension of time for performance by Company, whether in whole or in part, of any Covenant given by City prior to or after default under the Lease;

(c) any waiver of or assertion or enforcement or failure or refusal to assert or enforce, in whole or in part, any Covenant, claim, cause of action, right or remedy which City may, at any time, have under the Development Agreement or the Lease or with respect to any guaranty or any security which may be held by City at any time for or under the Development Agreement or the Lease or with respect to Company, except to the extent that any of the foregoing may be asserted by Company;

(d) the failure to give Guarantor any notice whatsoever, other than any notice that City is required to give pursuant to this Guaranty;

(e) the bankruptcy or insolvency of Company.

3. City may commence any action or proceeding based upon this Guaranty directly against Guarantor without making Company or anyone else a party defendant in such action or proceeding. Any one or more successive and/or concurrent actions may be brought hereon against Guarantor either in the same action, if any, brought against Company and/or any other party or in separate actions, as often as City, in its sole discretion, may deem advisable.

4. This Guaranty shall be binding upon Guarantor and its heirs, successors and assigns, and shall inure to the benefit of and may be enforced by the successors and assigns of City or by any party to whom City's interest in the Development Agreement or the Lease or any part thereof. Wherever in this Guaranty reference is made to either City or Company, the same shall be deemed to refer also to the then successor or assign of City or Company.

5. This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed according to the substantive laws of the State of Kansas and without reference to choice of law principles.

6. All remedies afforded to City by reason of this Guaranty, or otherwise available at law or in equity, are separate and cumulative remedies, and it is stipulated that no one remedy, whether or not exercised by City, shall be deemed to be in exclusion of any other remedy available to City and shall not limit or prejudice any other legal or equitable remedy which City may have.

7. If any term, covenant, condition or provision of this Guaranty or the application thereof to any circumstance or to Guarantor shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Guaranty or the application thereof to any circumstances, or to Guarantor other than those as to which any term, covenant, condition or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition and provision of

this Guaranty shall be valid and shall be enforceable to the fullest extent permitted by law.

8. All notices, requests, approvals or other communication under this Guaranty must be in writing (unless expressly stated otherwise in this Guaranty) and will be considered given when delivered in person or sent by electronic mail (provided that any notice sent by electronic mail must simultaneously be sent via personal delivery, overnight courier or certified mail as provided herein), one (1) Business Day after being sent by a reputable overnight courier, or three (3) Business Days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other parties hereto):

To the City: City of Pittsburg, Kansas
201 West 4th Street
Pittsburg, Kansas 66762
Attention: City Manager

To Guarantor: Tuthill Corporation
8500 S. Madison Street
Burr Ridge, IL 60527
Attention: Steven E. Westfall, Chief Executive Officer
E-mail: swestfall@tuthill.com

[Signature Page Follows]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first above written.

Witness/Attest:

TUTHILL CORPORATION,
a Delaware corporation

_____

By:_____
Name:
Title:

Acknowledged and agreed as of the
date first set forth above:

CITY OF PITTSBURG, KANSAS

By:_____

Name:
Title:

EXHIBIT G

DEED

MUNICIPAL WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 20____, between the City of Pittsburg, a Municipal Corporation, of Crawford County, Kansas, Seller, and EAGLEPICHER TECHNOLOGIES, LLC, a Kansas limited liability company, Purchaser.

WITNESSETH: That Seller, in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration from the Purchaser, the receipt of which is hereby acknowledged by Seller, does by these presents Grant, Bargain, Sell, and Convey unto Purchaser, all the following described real estate, situated in Crawford County and State of Kansas, to-wit:

> **A parcel of land in the Pittsburg Research and Development Park Addition, Pittsburg, Crawford County, Kansas**
>
> **Beginning at the Northeast corner of Lot 2, thence S 2° 6' 27" E a distance of 477.39 feet to the SE corner of said Lot 2, thence S 87° 53' 33" W along South line of said Lot a distance of 236.61 feet, thence N 2° 6' 27" W a distance of 477.79 feet to the North line of said lot, thence N 87° 59' 18" E along North line of said lot a distance of 236.61 feet to point of beginning.**

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

Seller for itself, its successors and assigns, does hereby covenant, promise and agree, to and with Purchaser, that at the delivery of these presents it is lawfully seized in fee

simple, that the property is free and clear of all liens and encumbrances, except easements, restrictions, special assessments and rights of way of record, if any; and Seller will warrant and forever defend the same unto Purchaser, against all persons whomsoever, claiming the same.

IN WITNESS WHEREOF, Seller has hereunto caused this Deed to be signed on its behalf by its Mayor thereunto duly authorized so to do, and to be attested by its City Clerk, and has caused its seal to be hereunto affixed the day and year last above written.

THE CITY OF PITTSBURG, KANSAS

(SEAL) **By_____**

Mayor – _____

ATTESTED:

_____

City Clerk - _____

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came _____, Mayor of the City of Pittsburg, Kansas, a Municipal corporation duly incorporated and existing under and by virtue of the laws of Kansas; and _____, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instrument of writing on behalf of

said City and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

_____

Notary Public

My Appointment expires:_____ [To be Attached]

EXHIBIT H

OPTION TO PURCHASE PROPERTY

Affidavit of Equitable Interest

Because the property will be owned by the City until the end of the term and the Company will be a tenant with a right to acquire the property, there needs to be a document recorded in the land deeds that reflects Tenant's right to acquire the property. Understanding the City would never do such a thing, without it, the City could sell the property to a third party and Tenant's only recourse would be monetary damages, unless there is something in the land records that tells bona fide third party purchaser's that Tenant has a priority interest in its right to acquire the property

Schedule 1

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 8/19/2025 THRU 9/02/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/21/2025			198113		
C-CHECK	VOID CHECK	V	8/21/2025			198124		
C-CHECK	VOID CHECK	V	8/21/2025			198125		
C-CHECK	VOID CHECK	V	8/28/2025			198158		
C-CHECK	VOID CHECK	V	8/28/2025			198159		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	5	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TOTALS:	5	0.00	0.00	0.00
BANK: TOTALS:	5	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 8/19/2025 THRU 9/02/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1478	KANSASLAND TIRE #1828	E	8/22/2025			027140		107.93
6524	ELLIOTT EQUIPMENT COMPANY	E	8/22/2025			027141		372.33
6528	GALE GROUP/CENGAGE	E	8/22/2025			027142		26.40
7791	C4 HOLDINGS LLC	E	8/22/2025			027143		523.00
7994	ASBELL TRUCKING INC	E	8/22/2025			027144		16,812.50
8205	MRI SOFTWARE LLC	E	8/22/2025			027145		1,242.56
8275	ADCOMP SYSYEMS INC	E	8/22/2025			027146		80.00
8467	WASTE CORPORATION OF KANSAS, L	E	8/22/2025			027147		256.15
8528	SARANN AUTO LEASING, INC.	E	8/22/2025			027148		2,220.00
8782	ED MILLER AUTO SUPPLY	E	8/22/2025			027149		422.10
8799	5 STAR TRANSFERS, LLC DBA FIRS	E	8/22/2025			027150		24.00
8833	NORRIS ADVERTISING LLC	E	8/22/2025			027151		700.00
8882	FIRST RESPONDER OUTFITTERS, IN	E	8/22/2025			027152		1,024.77
9040	MERCY HOSPITAL PITTSBURG, INC	E	8/22/2025			027153		1,234.63
9046	SHAWNEE MISSION TREE SERVICE,	E	8/22/2025			027154		2,200.00
0046	ETTINGERS OFFICE SUPPLY	E	8/22/2025			027155		399.05
0054	JOPLIN SUPPLY COMPANY	E	8/22/2025			027156		156.95
0055	JOHN'S SPORT CENTER, INC.	E	8/22/2025			027157		268.67
0101	BUG-A-WAY INC	E	8/22/2025			027158		30.00
0109	RANDY VILELA TRUCKING & HAULIN	E	8/22/2025			027159		14,480.00
0112	MARRONES INC	E	8/22/2025			027160		90.17
0203	GADES SALES CO INC	E	8/22/2025			027161		1,852.60

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0207	PEPSI-COLA BOTTLING CO OF PITT	E	8/22/2025			027162		393.30
0276	JOE SMITH COMPANY, INC.	E	8/22/2025			027163		274.34
0335	CUSTOM AWARDS, LLC	E	8/22/2025			027164		60.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	8/22/2025			027165		4,775.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	8/22/2025			027166		92.95
0438	PAUL KEYS	E	8/22/2025			027167		150.00
0577	KANSAS GAS SERVICE	E	8/22/2025			027168		457.59
0583	DICKINSON INDUSTRIES INC	E	8/22/2025			027169		11,600.47
0659	PAYNES INC	E	8/22/2025			027170		346.16
0661	SAFETY-KLEEN SYSTEMS INC	E	8/22/2025			027171		107.58
0709	PURVIS INDUSTRIES LLC	E	8/22/2025			027172		2.52
0746	CDL ELECTRIC COMPANY INC	E	8/22/2025			027173		13,283.44
0823	TOUCHTON ELECTRIC INC	E	8/22/2025			027174		79.00
0866	AVFUEL CORPORATION	E	8/22/2025			027175		21,783.71
1033	BOLLINGER GROUP, LLC	E	8/22/2025			027176		100.00
2767	BRENNTAG SOUTHWEST, INC	E	8/22/2025			027177		3,992.00
2825	STATE OF KANSAS	E	8/22/2025			027178		632.95
3261	PITTSBURG AUTO GLASS	E	8/22/2025			027179		500.00
5014	MID-AMERICA SANITATION INC.	E	8/22/2025			027180		331.26
5275	US LIME COMPANY-ST CLAIR	E	8/22/2025			027181		12,507.49
5640	WELLPATH LLC	E	8/22/2025			027182		90.00
5855	STERICYCLE, INC.	E	8/22/2025			027183		136.82

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5931	VOGEL HEATING & COOLING INC	E	8/22/2025			027184		102.35
6389	PROFESSIONAL TURF PRODUCTS LP	E	8/22/2025			027185		2,030.51
6402	BEAN'S TOWING & AUTO BODY	E	8/22/2025			027186		2,254.42
6777	DH PACE CO	E	8/22/2025			027187		354.25
7023	BLEVINS ASPHALT CONSTRUCTION C	E	8/22/2025			027188		5,167.62
7038	SIGNET COFFEE ROASTERS	E	8/22/2025			027189		67.50
7167	QUADIENT LEASING USA INC	E	8/22/2025			027190		1,111.74
7240	JAY HATFIELD CERTIFIED USED CA	E	8/22/2025			027191		913.82
7427	OLSSON INC	E	8/22/2025			027192		2,525.75
7629	EARLES ENGINEERING & INSPECTIO	E	8/22/2025			027193		3,630.00
7655	HW ACQUISITIONS, PA	E	8/22/2025			027194		1,109.25
7667	BRENT'S ELECTRIC, LLC	E	8/22/2025			027195		1,471.38
7852	TRIA HEALTH, LLC	E	8/22/2025			027196		3,981.57
8605	WOODRIVER ENERGY LLC	E	8/22/2025			027197		23.26
8649	UPLINK, LLC	E	8/22/2025			027198		16,920.00
8810	TRIPLE THREAT THREEATRICS	E	8/22/2025			027199		12,450.65
8879	DEREK MCNAUGHT	E	8/22/2025			027200		50.00
8820	THE CHARLES MACHINE WORKS, INC	E	8/22/2025			027201		7,891.70
0748	CONRAD FIRE EQUIPMENT	E	8/29/2025			027202		4,688.63
1478	KANSASLAND TIRE #1828	E	8/29/2025			027203		270.45
6740	ED M FELD EQUIPMENT COMPANY, I	E	8/29/2025			027204		2,031.72
7994	ASBELL TRUCKING INC	E	8/29/2025			027205		57,629.56

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8712	ALLEN, GIBBS, & HOULIK, LLC	E	8/29/2025			027206		20,898.36
8746	GUNNAR TONEY	E	8/29/2025			027207		17,000.00
8782	ED MILLER AUTO SUPPLY	E	8/29/2025			027208		454.82
8914	ALL PRO LAWN CARE & SNOW REMOV	E	8/29/2025			027209		889.00
9040	MERCY HOSPITAL PITTSBURG, INC	E	8/29/2025			027210		524.59
9050	BRUCE REA	E	8/29/2025			027211		300.00
9130	GRAVITY WORKS ARCHITECTURE, PA	E	8/29/2025			027212		2,950.00
9131	ROLLIN NOSTALGIA CAR CLUB	E	8/29/2025			027213		7,000.00
0046	ETTINGERS OFFICE SUPPLY	E	8/29/2025			027214		558.34
0087	FORMS ONE, LLC	E	8/29/2025			027215		235.00
0133	JIM RADELL CONSTRUCTION COMPAN	E	8/29/2025			027216		35,041.52
0135	PITTSBURG AREA CHAMBER OF COMM	E	8/29/2025			027217		50.00
0292	UNIFIRST CORPORATION	E	8/29/2025			027218		58.83
0332	PITTCRAFT PRINTING INC	E	8/29/2025			027219		1,092.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	8/29/2025			027220		159.90
0577	KANSAS GAS SERVICE	E	8/29/2025			027221		1,994.61
0597	CORNEJO & SONS LLC	E	8/29/2025			027222		239.54
0659	PAYNES INC	E	8/29/2025			027223		256.99
0711	HAYNES EQUIPMENT CO INC	E	8/29/2025			027224		565.12
0726	PITTSBURG STATE UNIVERSITY	E	8/29/2025			027225		6,575.00
0746	CDL ELECTRIC COMPANY INC	E	8/29/2025			027226		8,607.00
1075	COASTAL ENERGY CORP	E	8/29/2025			027227		1,910.55

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1792	B&L WATERWORKS SUPPLY, LLC	E	8/29/2025			027228		47.47
2707	THE LAWNSCAPE COMPANY, INC.	E	8/29/2025			027229		668.75
2767	BRENNTAG SOUTHWEST, INC	E	8/29/2025			027230		3,992.00
2960	PACE ANALYTICAL SERVICES LLC	E	8/29/2025			027231		354.80
3802	BRENNTAG MID-SOUTH INC	E	8/29/2025			027232		3,240.00
4307	HENRY KRAFT, INC.	E	8/29/2025			027233		186.01
5049	CRH COFFEE INC	E	8/29/2025			027234		56.90
5640	WELLPATH LLC	E	8/29/2025			027235		18.00
6389	PROFESSIONAL TURF PRODUCTS LP	E	8/29/2025			027236		329.94
7023	BLEVINS ASPHALT CONSTRUCTION C	E	8/29/2025			027237		919.98
7038	SIGNET COFFEE ROASTERS	E	8/29/2025			027238		202.50
7151	QUADIENT FINANCE USA INC	E	8/29/2025			027239		1,500.00
7427	OLSSON INC	E	8/29/2025			027240		840.00
7448	CARUS CORPORATION	E	8/29/2025			027241		6,821.76
7667	BRENT'S ELECTRIC, LLC	E	8/29/2025			027242		2,745.84
8493	MARTIN METAL STUDS AND CEILING	E	8/29/2025			027243		3,876.00
8649	UPLINK, LLC	E	8/29/2025			027244		1,440.00
0516	AMERICAN CONCRETE CO INC	R	8/21/2025			198107		406.00
5480	BITNER MOTORS	R	8/21/2025			198108		270.00
5966	BERRY COMPANIES, INC.	R	8/21/2025			198109		120.09
7286	CELLEBRITE USA INC	R	8/21/2025			198110		62,161.64
6545	CENTER POINT INC	R	8/21/2025			198111		162.97

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5759	COMMUNITY HEALTH CENTER OF SEK	R	8/21/2025			198112		755.00
4263	COX COMMUNICATIONS KANSAS LLC	R	8/21/2025			198114		62.98
4263	COX COMMUNICATIONS KANSAS LLC	R	8/21/2025			198115		78.21
0497	CRAWFORD COUNTY DISTRICT COURT	R	8/21/2025			198116		36.00
9072	CRYSTAL L THOMPSON	R	8/21/2025			198117		500.00
0375	WICHITA WATER CONDITIONING	R	8/21/2025			198118		30.50
6985	DARRICK DEGRUSON	R	8/21/2025			198119		150.00
1176	EASY PICKER GOLF PRODUCTS, INC	R	8/21/2025			198120		157.25
7493	EMERY SAPP & SONS INC	R	8/21/2025			198121		21,260.47
8430	EQUIPMENTSHARE.COM, INC	R	8/21/2025			198122		53.30
1108	EVERGY KANSAS CENTRAL INC	R	8/21/2025			198123		27,324.09
1	FERRELL, LAURA	R	8/21/2025			198126		100.00
8966	TIMOTHY FOXWELL	R	8/21/2025			198127		7,100.00
6809	RICHARD GILMORE	R	8/21/2025			198128		2,522.00
1	HERBERT, JIM	R	8/21/2025			198129		1,185.00
0226	KDOR LIQUOR TAX	R	8/21/2025			198130		37.10
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	8/21/2025			198131		381.92
8460	MARMIC FIRE AND SAFETY	R	8/21/2025			198132		309.99
8505	PITTSBURG PUBLISHING COMPANY,	R	8/21/2025			198133		637.01
8507	PITTSBURG PUBLISHING COMPANY,	R	8/21/2025			198134		60.00
1	RUEDA, BERENICE	R	8/21/2025			198135		350.00
6372	SATTERLEE MECHANICAL CONTRACTI	R	8/21/2025			198136		385.00

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1	SCIFERS, BOB	R	8/21/2025			198137		4,546.98
0188	SECRETARY OF STATE	R	8/21/2025			198138		25.00
7270	SECURITY 1ST TITLE, LLC	R	8/21/2025			198139		2,444.00
1	SMITH, VICKY	R	8/21/2025			198140		150.00
8872	TOTAL COMMUNICATIONS, INC.	R	8/21/2025			198141		295.50
7442	UNIFIED SCHOOL DISTRICT #250-C	R	8/21/2025			198142		1,075.00
8844	100 NORTH PINE LLC	R	8/28/2025			198146		2,550.00
8658	AMINO BROTHERS CO., INC	R	8/28/2025			198147		20,000.00
5561	AT&T MOBILITY	R	8/28/2025			198148		149.45
5966	BERRY COMPANIES, INC.	R	8/28/2025			198149		1,648.33
8278	GERSON BOCANEGRA	R	8/28/2025			198150		75.00
6545	CENTER POINT INC	R	8/28/2025			198151		27.92
1	CHANDLER, BRENT	R	8/28/2025			198152		580.00
3516	CITY OF PITTSBURG	R	8/28/2025			198153		5,400.00
4263	COX COMMUNICATIONS KANSAS LLC	R	8/28/2025			198154		110.20
9072	CRYSTAL L THOMPSON	R	8/28/2025			198155		395.00
8430	EQUIPMENTSHARE.COM, INC	R	8/28/2025			198156		872.00
1108	EVERGY KANSAS CENTRAL INC	R	8/28/2025			198157		3,132.56
8042	JAY'S PLUMBING, LLC	R	8/28/2025			198160		162.12
0380	KANSAS DEPARTMENT OF REVENUE	R	8/28/2025			198161		25.00
1	LOPEZ, BRIANNA	R	8/28/2025			198162		350.00
8506	PITTSBURG PUBLISHING COMPANY L	R	8/28/2025			198163		572.97

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8505	PITTSBURG PUBLISHING COMPANY,	R	8/28/2025			198164		3,681.11
1	PETTUS, JON	R	8/28/2025			198165		750.00
4738	PIONEER MANUFACTURING COMPANY	R	8/28/2025			198166		256.29
1	SARWINSKI, NICK	R	8/28/2025			198167		150.00
1	SEK HUMANE SOCIETY	R	8/28/2025			198168		541.00
7684	SITEONE LANDSCAPE SUPPLY HOLDI	R	8/28/2025			198169		386.13
1	STOREY, MIKE	R	8/28/2025			198170		240.00
8872	TOTAL COMMUNICATIONS, INC.	R	8/28/2025			198171		243.00
8715	USA BLUEBOOK	R	8/28/2025			198172		380.10
1	VILELA, RANDY	R	8/28/2025			198173		665.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	59			178,476.18	0.00	178,476.18
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	105			377,497.64	0.00	377,497.64
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	164	555,973.82	0.00	555,973.82
BANK: 80144 TOTALS:	164	555,973.82	0.00	555,973.82
REPORT TOTALS:	164	555,973.82	0.00	555,973.82

Passed and Approved this 9th day of September, 2025.

_____
Dawn McNay, Mayor

ATTEST:

_____
Tammy Nagel, City Clerk

Resolution No. 1296

A RESOLUTION OF THE CITY OF PITTSBURG, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE;

WHEREAS, the Revenue Neutral Rate for the City of Pittsburg was calculated as 43.834 mills by the County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Pittsburg will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on September 9, 2025, allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Pittsburg, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG:

The City of Pittsburg shall levy a property tax rate exceeding the Revenue Neutral Rate of 50.854 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED this 9th day of September 2024 and SIGNED by the Mayor.

_____

Mayor

Attested:

_____

City Clerk