PROPERTY INFORMATION PACKET | THE DETAILS

13203 W. 21st Ct. N. | Wichita, KS 67235

AUCTION: BIDDING OPENS: Tues, Sept 15th @ 2:00 PM
BIDDING CLOSING: Wed, Sept 24th @ 2:15 PM

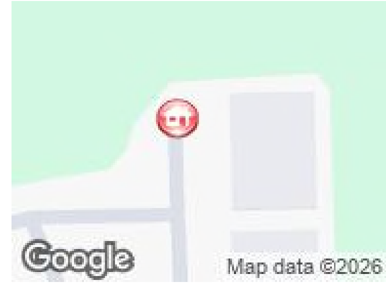
McCurdy

REAL ESTATE & AUCTION

Table of Contents

MLS

MLS #	677441
Status	Active
Contingency Reason	
Property Type	Office
Address	13203 W 21st Ct. N.
Address 2	
City	Wichita
State	KS
Zip	67235
County	Sedgwick
Area	SCKMLS
Asking Price	$0
Class	Commercial/Ind/Bus
For Sale/Auction/For Rent	Auction
Associated Document Count	0
Picture Count	36



GENERAL

List Agent - Agent Name and Phone	Braden McCurdy	**List Date**	7/29/2026
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	**Realtor.com Y/N**	Yes
		Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		**Display Address**	Yes
Co-List Office - Office Name and Phone		**VOW: Allow AVM**	Yes
Showing Phone	888-874-0581	**VOW: Allow 3rd Party Comm**	Yes
Sale/Lease		**Virtual Tour Y/N**	
Building Size SqFt	5,001 - 10,000	**Days On Market**	14
Number of Acres	0.54	**Cumulative DOM**	14
Zoning	General Office	**Input Date**	8/12/2026 12:59 PM
Parcel ID	141-12-0-21-02-002.00	**Update Date**	8/12/2026
# of Stories	1	**Off Market Date**	
Apx Gross Building SqFt	5,252.00	**Status Date**	8/12/2026
Apx Net Rentable SqFt		**HotSheet Date**	8/12/2026
Apx Min Available SqFt	5,252.00	**Price Date**	8/12/2026
Apx Max Contiguous SqFt	5,252.00		
Apx Vacant SqFt	5,252.00		
Land SqFt	23,522.40		
Present Use of Bldg	Office		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	2012		
Subdivision	NONE LISTED ON TAX RECORD		
Legal	TH PT LOT 1 BEG NE COR TH SELY 98.92 FT WLY 99.23 FT WLY 98.08 FT WLY 77.67 FT NWLY ALG CUR TO LEFT		

DIRECTIONS

Directions 21st & 135th - East on 21st, South on 21st Ct., first east entrance in office park to property

FEATURES

LOADING DOCK
None
RAIL
None
OVERHEAD DOORS
None
PARKING
Parking Lot
ROAD FRONTAGE
City Arterial
LOCATION
Freestanding
Office Park

CONSTRUCTION
Stucco
SIDEWALL HEIGHT
Less than 10 Ft
ROOF
Other/See Remarks
UTILITIES AVAILABLE
Gas
Electric
City Water
City Sewer
Separate Meters
FLOORS
Carpet
Tile

TENANT PAID EXPENSES
External Building Repairs
Electricity
Gas
Internal Building Repairs
Janitorial
Mechanical Repairs
Property Insurance
Real Estate Tax
Sewer
Site Maintenance
Trash
Water
OWNER PAID EXPENSES
None

DOCUMENTS ON FILE
Aerial Photos
Ground Water Addendum
Leases
OWNERSHIP
Corporate
SHOWING INSTRUCTIONS
Call Showing #
LOCKBOX
None
TYPE OF LISTING
Excl Right w/o Reserve
AGENT TYPE
Sellers Agent
FLOOD INSURANCE

FEATURES

HEATING	**ELECTRICAL**	Unknown
Forced Air	220 Volt	**POSSSESSION**
Gas	Single Phase	At Closing
COOLING	**MISCELLANEOUS FEATURES**	**SPECIAL FEATURES/HANDICAP**
Central Air	Security Systems	Other
Electric	**PROPOSED FINANCING**	**CEILING HEIGHT**
	Other/See Remarks	8-10 feet
	TERMS OF LEASE	**PRESENT USE**
	1 Year or Less	Professional/Office

FINANCIAL

Assumable Y/N	No
With Financing	
Value Land	
Value Improved	0
General Property Taxes	$26,202.48
General Tax Year	2025
Special Taxes	60.00
Special Tax Year	2025
Special Balance	60.00
Gross Income	
Earnest $ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, September 15th, 2026 at 2:00 PM (ct) | BIDDING CLOSING: Thursday, September 24th, 2026 at 2:15 PM (ct). Bidding will remain open on this property until 90 seconds have passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! This 5 ,252± sq. ft. waterfront office building is ideally located at 21st & 135th in Wichita, offering excellent visibility, accessibility, and convenient access to major roadways. Situated on a 0.54± acre lot with ample parking and functional office space, this property presents an excellent opportunity for an owner-user or investor. Currently rented, the property generates $12,700 (Triple Net) per month in rental income. The lease in place expires 10/31/2026; the tenant is renewing through 04/30/2027. 5,252± sq. ft. office building 0.54± acre lot Prime location at 21st & 135th Up to nearly 30 parking spaces Convenient street access and location Currently rented for $12,700/month Annual rental income: $152,400 Lease expires 10/31/26 - tenant is renewing through April 30, 2027 Tremendous owner-occupant opportunity! Building features include: 7 office spaces 2 restrooms Break room Functional office layout with flexible potential for a variety of professional uses Floor plan in the Property Information Packet This is a prime commercial opportunity in a highly accessible Wichita location. With substantial office space, ample parking, and excellent access at 21st & 135th, this property is well-suited for professional offices, service businesses, or investors seeking a versatile commercial asset. Do not miss this opportunity! Buyer's choice for earnest money: $40,000 for a 30-day close or $60,000 for a 45-day close. Rental amount is per seller. Lease does not reflect current rent amount. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present , "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium ($2,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount of $40,000 for a 30-day close or $60,000 for a 45-day close.

MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve	**1 - Open for Preview**	
Method of Auction	Online Only	**1 - Open/Preview Date**	
Auction Location	mccurdy.com	**1 - Open Start Time**	
Auction Offering	Real Estate Only	**1 - Open End Time**	
Auction Date	9/15/2026	**2 - Open for Preview**	
Auction Start Time	2pm	**2 - Open/Preview Date**	
Broker Registration Req	Yes	**2 - Open Start Time**	
Broker Reg Deadline	9/23/26 @ 5pm	**2 - Open End Time**	
Buyer Premium Y/N	Yes	**3 - Open for Preview**	
Premium Amount	0.10	**3 - Open/Preview Date**	
Earnest Money Y/N	Yes	**3 - Open Start Time**	
Earnest Amount %/$	40,000.00	**3 - Open End Time**	

TERMS OF SALE

Terms of Sale See Associated Documents. Broker Bay 888-874-0581

PERSONAL PROPERTY

Personal Property

SOLD

How Sold
Sale Price
Net Sold Price
Pending Date
Closing Date
Short Sale Y/N
Seller Paid Loan Asst.
Previously Listed Y/N
Includes Lot Y/N
Sold at Auction Y/N
Selling Agent - Agent Name and Phone
Selling Office - Office Name and Phone
Co-Selling Agent - Agent Name and Phone
Co-Selling Office - Office Name and Phone
Appraiser Name
Non-Mbr Appr Name

ADDITIONAL PICTURES



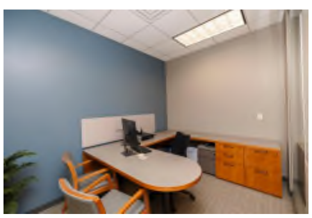
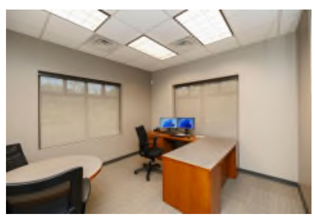


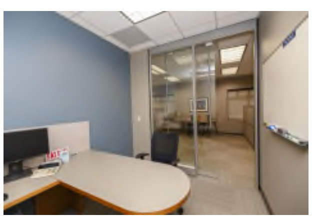
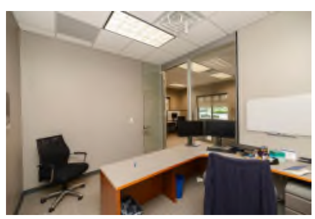








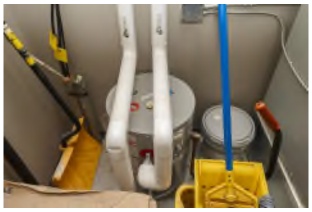

















DISCLAIMER

TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Real Estate & Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.

2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; easements; covenants; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has had an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.

3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.

4. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.

5. There will be a 10% buyer's premium ($2,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.

6. The Real Estate is not offered contingent upon financing or appraisal.

7. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, ACH or immediately available, certified funds in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Real Estate to another buyer in addition to all other rights Seller may have under these Terms and Conditions. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.

8. In the event the nonrefundable earnest money required to be paid as set forth above is in excess of the purchase price, the earnest money amount shall be reduced to the purchase price which Bidder will be required to pay under the same provisions as set forth above.

9. Auction announcements, postings or notifications (as applicable) take precedence over anything previously stated or printed, including these Terms and Conditions.

10. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.

11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.

12. Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. If the successful Bidder fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.

13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.

14. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder (at live events) and any guests or minors accompanying Bidder at this auction or components of the auction process and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes. Bidder also agrees that this information may remain in the public domain for perpetuity. The Real Estate may have audio and/or video recording in use.

15. Broker/agent participation is invited. Broker/agents must fulfill the responsibilities and obligations set forth in the Broker Registration form to qualify for a cooperation/referral fee. To register, the completed form must be received and registered with McCurdy no later than 5 p.m. on the business day prior to the auction. In the event they have not fulfilled the requirements for participation, you may be responsible for the financial obligations with them.

16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.

17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the Real Estate assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.

18. McCurdy reserves the right to establish all bidding increments. Should the Bidder have any request on increments, it is the responsibility of Bidder to call McCurdy within a reasonable time prior to the conclusion of the auction.

19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.

20. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full

responsibility for any use of their online bidding account. In the event that Bidder believes that their account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.

21. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy nor any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.

22. The ability to "pre-bid" or to place a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of that particular lot is formally initiated by McCurdy. If you are bidding against a previously placed max bid or pre-bid, the bid placed first will take precedence. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.

23. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction. This will be a timed online auction and absentee bids which will be entered into the bidding as they are received. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.

24. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.

25. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.

26. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.

27. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.

28. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.

29. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.

30. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

31. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set forth in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.

KANSAS ASSOCIATION OF REALTORS®

COMMERCIAL PROPERTY DISCLOSURE STATEMENT

Document updated: April 2015

SELLER: 13203 LLC

DATE: 07/29/2026

PROPERTY ADDRESS: 13203 W. 21st St. N. - Wichita, KS 67235

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this Commercial Property Disclosure Statement (the "Statement").

B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.

C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

A. SELLER has an obligation under this Statement to:
   (1) Review this Statement and any attachments carefully:
   (2) Verify all the important information concerning the Property;
   (3) Attach all available supporting documentation on the Property;
   (4) Use explanations lines as requested and when necessary; and
   (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.

B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFCATION OF REAL ESTATE LICENSEES:

A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

JRB ______________   ______________

SELLER'S INITIALS   SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.

B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

A. BUYER has an obligation under this Statement to:

(1) Review this Statement and any attachments carefully;

(2) Verify all the important information about the condition of the Property contained in this Statement;

(3) Ask the SELLER about any incomplete or inadequate responses;

(4) Inquire about any concerns about the condition of the Property not addressed on this Statement;

(5) Review all other applicable documents concerning the Property;

(6) Conduct personal or professional inspections of the Property; and

(7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.

B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

________________ BUYER'S INITIALS

________________ BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate age of the Property: 14 Years
2. Appropriate date that SELLER acquired the Property: JAN 2026
3. Does the SELLER currently occupy the Property? ☐ Yes ☒ No
   A. If No, has the SELLER ever occupied the Property? ☐ Yes ☒ No
4. Is the SELLER current on the following assessments, charges, fees or payments relating to the Property:
   A. Mortgage payments? ☒ Yes ☐ No
   B. Property taxes? ☒ Yes ☐ No
   C. Special assessments? ☒ Yes ☐ No
   D. Other: N/A ☐ Yes ☒ No
5. What is the current zoning of the Property?
   Commercial
6. Are you aware of:
   A. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? ☐ Yes ☒ No
   B. Any declarations, deed restrictions, plan or plat requirements that have authority over the Property? ☐ Yes ☒ No
   C. Any violation of laws or regulations affecting the Property? ☐ Yes ☒ No
   D. Any existing or threatened legal action pertaining to the Property? ☐ Yes ☒ No
   E. Any litigation or settlement pertaining to the Property? ☐ Yes ☒ No
   F. Any current or future special assessments pertaining to the Property? ☐ Yes ☒ No
   G. Any other conditions that may materially and adversely affect the value or desirability of the Property? ☐ Yes ☒ No
   H. Any other condition that may prevent you from completing the sale of the Property? ☐ Yes ☒ No

I. Any leases on the Property? ☒ Yes ☐ No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations under the leases:

J. Any party currently in possession of the Property or a portion of the Property other than the SELLER? ☐ Yes ☒ No

K. Any construction, landscaping or surveying done on the Property within the last six months? ☐ Yes ☒ No

L. Any additions, alterations, repairs or structural modifications made without the necessary permits? ☐ Yes ☒ No

M. Any nuisance or other problems originating within the general vicinity of the Property? ☐ Yes ☒ No

N. Any notices of nuisance abatement, citations or investigations regarding the Property? ☐ Yes ☒ No

O Any recent reappraisal, reclassification or revaluation of the Property for property tax purposes? ☐ Yes ☒ No

P. Any public authority contemplating condemnation proceedings? ☐ Yes ☒ No

Q. Any government rule limiting the future use of the Property other than existing zoning regulations? ☐ Yes ☒ No

R. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property? ☐ Yes ☒ No

S. Any interest in all or part of the Property that has been reserved by the previous owner? ☐ Yes ☒ No

T. Any unrecorded interests affecting the Property? ☐ Yes ☒ No

U. Anything that would interfere in passing clear title to the BUYER? ☐ Yes ☒ No

V. If you have answered "Yes" to any of the questions in 6(A) through (V), please attach documentation and explain here:

W. Additional Comments:

Part 4. STRUCTURAL CONDITIONS:

1. Have there been any leaking or other problems with the roof, flashing or rain gutters? ☐ Yes ☒ No
   A. If Yes, what was the date of the occurrence?: ________________
2. Have there been any repairs to the roof, flashing or rain gutters? ☒ Yes ☐ No
   A. If Yes, please provide the date of the repairs?: Sheeting and underlayment replaced couple years ago
3. Has there been any damage to the Property due to wind, fire or flood? ☐ Yes ☒ No
4. Are there any structural problems with the Property? ☐ Yes ☒ No
5. Is there any exposed wiring presently in any structures on the Property? ☐ Yes ☒ No
6. Are there any windows or doors that leak or have broken seals? ☐ Yes ☒ No
7. Do you have any knowledge of any damage to the Property caused by termites or wood infestation? ☐ Yes ☒ No
   A. If Yes, is the Property currently under warranty? ☐ Yes ☐ No
   B. If Yes, please name the company here: ________________
8. Have you ever experienced or are you aware of any:
   A. Movement, shifting, deterioration or other problems with the basement, foundation or walls? ☐ Yes ☒ No
   B. Corrective action taken to remedy these conditions, including but not limited to bracing or piercing? ☐ Yes ☒ No
   C. Water leakage or dampness in the Property? ☐ Yes ☒ No
   D. Dry rot, wood rot or similar conditions on the wood of the Property? ☐ Yes ☒ No
   E. Problems with driveways, fences, patios or retaining walls on the Property? ☐ Yes ☒ No
   F. Any failure of the Property to comply with the Americans with Disabilities Act? ☐ Yes ☒ No

9. If you have answered Yes to any of the questions in this Part 4, attach any written documentation and explain here:

10. Additional Comments:

Part 5. LAND CONDITIONS:

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency(FEMA)? ☐ Yes ☒ No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? ☐ Yes ☒ No
3. Have any neighbors complained that the Property causes drainage problems? ☐ Yes ☒ No
4. Is there fencing on the Property? ☐ Yes ☒ No
   If Yes, does the fencing belong to the Property? ☐ Yes ☒ No
5. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? ☐ Yes ☒ No
6. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? ☐ Yes ☒ No
   If Yes, is the Property owner responsible for the maintenance of any such shared features? ☐ Yes ☒ No
7. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? ☐ Yes ☒ No
8. If you have answered Yes to any of the questions in this Part 5, attach any written documentation and explain here:

9. Additional Comments:

Part 6. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? ☒ Public Water ☐ Private Water ☐ Well ☐ Cistern ☐ Other ☐ None
2. Does the Property have any sewage facilities on or connected to it? ☒ Yes ☐ No
3. Are you aware of any problems relating to the water systems or sewage facilities on the Property? ☐ Yes ☒ No
   If Yes, please explain:

4. Additional Comments:

Part 7. ELECTRICAL/GAS/HEATING AND COOLING SYSTEMS:

1. Is there electrical service connected to the Property? ☒ Yes ☐ No
2. Does the Property have heating systems? ☒ Yes ☐ No
   A. If Yes, please specify: ☐ Electrical ☐ Fuel Oil ☒ Natural Gas ☐ Heat Pump ☐ Propane ☐ Other ______
3. Does the Property have air conditioning? ☒ Yes ☐ No
   A. If Yes, please specify: ☒ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)
4. Does the Property have a water heater? ☒ Yes ☐ No
   A. If Yes, please specify: ☐ Electric ☒ Gas ☐ Solar
5. Are you aware of any problems relating to the electrical, gas or heating and cooling systems on the Property? ☐ Yes ☒ No
   If Yes, please explain:
6. Additional Comments:

Part 8. HAZARDOUS CONDITIONS:

1. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas, radon gas, mold, methamphetamine production, radioactive material, landfill or toxic materials)? ☐ Yes ☒ No
2. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property? ☐ Yes ☒ No
3. Are you aware of any previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? ☐ Yes ☒ No
4. Are you aware of any other environmental conditions on the Property? ☐ Yes ☒ No
5. Have any other environmental inspections or tests been conducted on the Property? ☐ Yes ☒ No
6. Are you aware of any aboveground or underground storage tanks on this Property? ☐ Yes ☒ No
7. If you have answered Yes to any of the questions in this Part 8, attach any written documentation and explain here:
8. Additional Comments:

Part 9. APPLIANCES, EQUIPMENT AND FIXTURES:

Indicate the condition of the following items by marking the appropriate box. Check only one box.

	NOT INCLUDED	WORKING	NOT WORKING		NOT INCLUDED	WORKING	NOT WORKING
1. Air conditioning – central system	☐	☒	☐	9. Lawn sprinkler(s)	☐	☒	☐
2. Air conditioning – window units	☒	☐	☐	10. Security gate(s)	☒	☐	☐
3. Air purifier system	☒	☐	☐	11. Security system(s)	☐	☒	☐
4. Dock leveler	☒	☐	☐	12. Smoke detector(s)	☐	☒	☐
5. Elevator	☒	☐	☐	13. Wiring system	☐	☒	☐
6. Exhaust fans – Bathrooms	☐	☒	☐	14. Other: ____________	☒	☐	☐
7. Fire alarm(s)	☐	☒	☐	15. Other: ____________	☐	☐	☐
8. Fire sprinkler(s)	☒	☐	☐	16. Other: ____________	☒	☐	☐

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
3. BUYER acknowledges that BUYER has read and received a signed copy of the Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised to have the Property examined by professional inspectors.
6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the BUYER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Authentisign
Joshua R Belcher 07/29/2026

SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

McCurdy REAL ESTATE & AUCTION

WATER WELL INSPECTION REQUIREMENTS

Property Address: 13203 W. 21st St. N. - Wichita, KS 67235

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the ***City of Wichita*** the requirements are:

1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the $125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of $25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? **YES** ______ **NO** ◉

If yes, what type? Irrigation ____________ Drinking ______ Other ______

Location of Well: ____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? **YES** ______ **NO** ◉

If yes, what type? Septic ______________ Lagoon ________

Location of Lagoon/Septic Access: ______________________________

Authentisign
Joshua R Belcher 07/29/2026

Owner/Seller Date

Owner/Seller Date

Buyer Date

Buyer Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:
13203 W. 21st St. N. - Wichita, KS 67235

The parties are advised to obtain expert advice in regard to any environmental concerns.

SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of groundwater contamination or other environmental concerns **(initial one):**

JRB Seller has no knowledge of groundwater contamination or other environmental concerns; or

______ Known groundwater contamination or other environmental concerns are:

(b) Records and reports in possession of Seller **(initial one):**

JRB Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or

______ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) ______ Buyer has received copies of all information, if any, listed above. **(initial)**

CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

Authentisign Joshua R Belcher	07/29/2026		
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT TO (this "**Amendment**") is executed __August 25, 2026___ (the "**Effective Date**"), between [redacted] as successor in interest to Insite Holdings, LLC ("**Landlord**") and Rabo AgriFinance LLC, a Delaware limited liability company, formerly known as [redacted], Inc. ("**Tenant**"). Landlord and Tenant may hereinafter be referred to as the parties.

RECITALS:

A. Landlord and Tenant have entered into that Office Lease dated July 15, 2015 and that First Amendment to Lease dated September 15, 2015 (together, the "**Lease**"). All capitalized terms used and not otherwise defined in this Amendment have the meanings ascribed to them in the Lease.

B. Landlord and Tenant now desire to further amend the Lease on the terms and conditions set forth in this Amendment.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as set forth below:

1. Recitals. The foregoing recitals are incorporated herein as acknowledgments and agreements of the parties:

a) The second sentence of Section 2 **TERM**, is deleted and replaced with the following:

> The term of this Agreement will be the period that commences on the Commencement Date, and that ends at 11 :59 p.m. (Central Standard time) on April 30, 2027 (the "Initial Term").

b) The following is added to Section 36 **TRANSFER BY LANDLORD**:

> Notwithstanding the foregoing, Tenant's rights under this Lease shall not be affected by any sale, assignment, transfer, conveyance or other disposition of the Property or Building. Any successor owner or landlord shall take its interest subject to this Lease and shall recognize and honor Tenant's rights hereunder for the remainder of the Term, provided Tenant is not then in default beyond any applicable notice and cure period. Tenant shall, upon request, attorn to any such successor owner or landlord, and such successor owner or landlord shall be responsible for performing the obligations of Landlord arising from and after the date such successor owner or landlord acquires title to the Property.

2. Ratification of Agreement. Landlord and Tenant hereby ratify all terms, conditions, covenants, representations, warranties and indemnities in the Lease, which shall remain in full force and effect, and as modified by this Amendment. The Lease and this Amendment set forth the entire agreement of the parties with respect to the subject matter hereof and supersede all prior oral or written agreements of the parties with respect to the subject matter hereof.

3. No Waiver. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Tenant or the Landlord under the Lease, nor constitute a waiver of any provision of the Lease.

4. Counterparts/Facsimile. This Amendment may be executed in multiple counterparts, each of which, taken together shall constitute one instrument. Once signed, any reproduction of this Amendment made by reliable means (e.g., photocopy, facsimile, or .pdf file) will be considered an original. IN THE EVENT THAT ANY SIGNATURE IS DELIVERED BY FACSIMILE TRANSMISSION OR BY E-MAIL DELIVERY OF A ".PDF" FORMAT DATA FILE, SUCH SIGNATURE SHALL CREATE A VALID AND BINDING OBLIGATION OF THE PARTY EXECUTING (OR ON WHOSE BEHALF SUCH SIGNATURE IS EXECUTED) WITH THE SAME FORCE AND EFFECT AS IF SUCH FACSIMILE OR ".PDF" SIGNATURE PAGE WERE AN ORIGINAL THEREOF.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Office Lease to be effective as of the Effective Date.

[redacted]

By: [redacted]

Title: [redacted]

[redacted]

3DF957993A9F496...

Title: [redacted]

[redacted]

OFFICE LEASE AGREEMENT
Wichita, KS

THIS OFFICE LEASE AGREEMENT (this "**Agreement**" or "**Lease**") is made July 15, 2015 between , , (the "**Landlord**"), and (the "**Tenant**").

WHEREAS, Landlord and Tenant desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agreeing to be legally bound hereby, agree as follows:

1. **PREMISES:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises situated in the City of Wichita, County of Sedgwick, and the State of Kansas, consisting of approximately 3,962 rentable square feet of office space outlined on **Exhibit A** (the "**Premises**") in the building located at 13203 W. 21^{st} Street, Wichita, KS 67205 (the "**Building**") upon and subject to the terms and conditions of this Agreement. The Building is located within the office park ("**Development**") owned by Landlord and shown on Exhibit A. Landlord shall deliver the Premises in accordance with terms and conditions contained in **Exhibit B** (the "**Landlord's Work**"). Tenant shall have the right, in common with other tenants and occupants of the Development, to use all Common Areas of the Development. As used herein, the term "**Common Areas**" shall mean and include that portion of the Development other than the Building (and, if applicable, other buildings in the Development) intended for the common use of all tenants and occupants of the Development, including among other facilities, parking areas, private streets and alleys, landscaping, curbs, curb cuts, sidewalks, lighting facilities and common signs.

2. **TERM:** The Lease shall commence on the later of (i) November 1, 2015, or (ii) the later of (a) the date on which Tenant has full and beneficial use and occupancy of the Premises, including the Landlord having secured and delivered to Tenant a copy of, a certificate of occupancy permitting Tenant's lawful occupancy of the Premises and Tenant begins conducting business therein; (b) the date on which the Landlord's Work (as defined in **Exhibit B** hereto) in the Premises is Substantially Completed (as defined in **Exhibit B** hereto); or (c) Tenant has furnished furniture, fixtures, telephone equipment and security systems (the "**Commencement Date**"). The term of this Agreement will be the period that commences on the Commencement Date, and that ends at 11:59 p.m. (Central Standard time) on October 31, 2026 (the "**Initial Term**"). Provided that there is no existing default under this Agreement by Tenant, Tenant may, at its sole election, extend the term of this Agreement for up to one (1) renewal period (a "**Renewal Term**", together with the Initial Term, the "**Term**") of five (5) years, such election to be exercised by Tenant giving to Landlord written notice of such election one hundred eighty (180) days prior to the expiry of the Initial Term. If the term of this Agreement shall be renewed on any occasion, then this Agreement shall continue during the applicable Renewal Term upon all of the terms, covenants, conditions and agreements set forth in this Agreement with the exception of Base Rent which shall be adjusted to the "fair market rent" value of the Premises to be determined as provided in **Exhibit C** attached hereto, and references in this Agreement to the "Term" hereof shall be deemed to be references to the Initial Term of this Agreement plus any applicable Renewal Terms, except as the context shall otherwise require.

   Upon delivery of the Premises in accordance with the terms hereof, Landlord shall deliver to Tenant an estoppel letter in the form of **Exhibit D** (the "**Certificate**") attached to this Agreement setting forth and memorializing the Commencement Date, Lease Term, Base Rent and such other basic information and terms pertaining to the Agreement as Landlord may request and Tenant shall countersign the Certificate once all information is correct and accurate.

3. **BASE RENT:** During the first year of the Lease Term, the Base Rent (as hereinafter defined) shall be abated until the first to occur of: a) the termination of Tenant's lease for space at 2872 N. Ridge Road, Wichita, Kansas (the "Ridge Road Lease"); or (b) Tenant subletting the 2872 N. Ridge Road premises or assigning the Ridge Road Lease to a third party; or (c) September 30, 2016. In the event Tenant is unable to sub-let the premises at 2872 N. Ridge Road for the same amount of rent that Tenant is currently paying at such premises, Tenant shall provide reasonably satisfactory documentation to Landlord evidencing the amount of sub-lease rent being paid by the sub-tenant and, upon receipt of such evidence, Tenant shall be entitled to a credit against the Base Rent in the amount of such shortfall on a month-to-month basis through September 2016. The date on which the first of such foregoing items occurs shall be the "**Rent Commencement Date**". Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, in equal monthly installments on the first day of each month during the term hereof, in advance, without any prior demand therefore and without any deduction, setoff, or abatement whatsoever, as monthly base rent ("**Base Rent**"), the amount of $6,438.25 through the expiry of the 5th year of the Lease Term. Upon the commencement of the sixth (6th) year of the Lease Term, the Base Rent shall be adjusted to reflect a monthly amount owed of $7,098.58. In addition, if the Rent Commencement Date occurs on a day other than the first day of a calendar month, Tenant shall pay to Landlord Base Rent for the month in which the Rent Commencement Date occurs in an amount equal to the monthly installment amount specified above multiplied by a fraction, the numerator of which is the number of days in the period that begins on the Rent Commencement Date and ends on the last day of that month, and the denominator of which is the total number of days in that month. If a termination of this Agreement occurs prior to the last day of the Term (the "**Expiration Date**") for reasons other than Tenant's default and if the effective date of termination is other than the last day of a calendar month, the parties will prorate the Base Rent payable with respect to the calendar month in which the effective date of termination occurs based on the number of days in that month, and Landlord shall promptly refund to Tenant any previously paid Base Rent attributable to any period of time following the termination date. Tenant will pay Base Rent to Landlord at the address set forth in Section 24 or at such other address as Landlord may from time to time designate.

4. **RENT DEFINED**. As used herein, the term "**Rent**" shall mean both Base Rent and Additional Rent. As used herein, the term "**Additional Rent**" shall mean all taxes, assessments, insurance premiums, charges, costs, and expenses which Tenant has agreed to pay hereunder, together with all interest and penalties that may accrue thereon in the event Tenant fails to pay those items, and all other damages, costs, reasonable expenses, and such other directly related sums which Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure of Tenant to comply with any of the terms and conditions of this Lease, and, in the event of such non-payment, Landlord shall have all the rights and remedies as herein provided for failure to pay Rent.

5. **OPERATING EXPENSE:**

   (a) During each month of the Term, on the first day of each month thereof, Tenant shall pay Landlord an amount equal to 1/12 of the annual cost, as estimated by Landlord from time to time, of Tenant's Proportionate Share (hereinafter defined) of Operating Expenses for the Building and the Common Areas. Payments thereof for any fractional calendar month shall be prorated. The initial monthly Operating Expense for the Premises shall be $2,311 and shall adjust annually on January 1st of each year, or more frequently as Landlord determines to be necessary, by Landlord providing Tenant at least thirty (30) days prior written notice of the adjusted Operating Expense amount. The term "Operating Expenses" means all costs and expenses incurred by Landlord with the respect to the maintenance, repair, replacement and operation of the Building and the Common Area , including but not limited to: Real Estate Taxes; insurance; costs of maintenance and repairs of the Building (except replacements required by Landlord in Section 10); resurfacing, patching, repairing, striping/re-striping of concrete or asphalt paving, curbs, walkways, parking or driving areas; maintenance and replacement of parking lot lighting and security lighting; planting, replanting, replacing, mowing, landscaping, and otherwise maintaining all lawn/turf areas, bushes, shrubs, trees, flowers and other plant materials; removing unreasonable accumulations of snow and ice; exterior painting of buildings (including the Building); maintenance, repair and replacement of landscape sprinkler systems; maintenance, repair and replacement of utility lines; maintenance, repair and replacement of mechanical systems, fire sprinklers, fire protection systems; amounts paid to contractors and subcontractors for work or services performed in connection with any of the foregoing; charges or assessments of any association to which the Building and the Development is now or hereafter subject; property management fees payable to a third party property manager (such management fees not to exceed three (3%) of Base Rent and Operating Expenses); security services, if any; trash collection, sweeping and removal of rubbish and debris; and additions. With respect to Operating Expenses related to the Common Areas of the Development, Landlord shall allocate such Operating Expenses to the buildings of the Development (including the Building) pro rata based on the square footage of such buildings, and Tenant shall pay its Proportionate Share of such Operating Expenses allocated to the Building.

(b) Operating Expenses do not include, unless specifically stated otherwise in this Agreement, costs or expenses or depreciation or amortization for capital repairs and capital replacements required to be made by Landlord under Section 10 of this Agreement; debt service under mortgages or ground rent underground leases; costs of restoration to the extent of net insurance proceeds received by Landlord with respect thereto; leasing commissions; the costs of renovating space for tenants; costs incurred in connection with the construction or remodeling of the Building or any other improvements now or hereafter located thereon, correction of defects in design or construction; interest, principal, or other payments on account of any indebtedness that is secured by any encumbrance on any part of the Building, or rental or other payments under any ground lease, or any payments in the nature of returns on or of equity of any kind; costs of selling, syndicating, financing, mortgaging or hypothecating any part of or interest in the Building; taxes on the income of Landlord or Landlord's franchise taxes (unless any of said taxes are hereafter instituted by applicable taxing authorities in substitution for ad valorem real property taxes); depreciation, reserves of any kind, including replacement reserves and reserves for bad debt or lost rent, or any other charge not involving the payment of money to third parties; Landlord's overhead costs, including equipment, supplies, accounting and legal fees, rent and other occupancy costs or any other costs associated with the operation or internal organization and function of Landlord as a business entity; fees or other costs for professional services provided by space planners, architects, engineers, and other similar professional consultants to the extent specifically and solely for other tenants in the Building; real estate commissions, and marketing and advertising expenses; costs of defending or prosecuting litigation with any party, unless a favorable judgment would reduce or avoid an increase in Operating Expenses; costs incurred as a result of Landlord's violation of any lease, contract, law or ordinance, including fines and penalties; late charges, interest or penalties of any kind for late or other improper payment of any public or private obligation, including ad valorem taxes (unless incurred as a result of Tenant's failure to timely pay its Proportionate Share of Operating Expenses); costs of removing Hazardous Material or of correcting any other conditions in order to comply with any Laws or Environmental Laws; costs for which Landlord is reimbursed from any other source; costs related to any building or land not included in the Development, including any allocation of costs incurred on a shared basis, such as centralized accounting costs, unless the allocation is made on a reasonable and consistent basis that fairly reflects the share of costs actually attributable to the Building; and the part of any costs or other sum paid to any affiliate of Landlord that may exceed the fair market price or cost generally payable for substantially similar goods or services in the area of the Building, including, without limitation, property management fees in excess of the fair market price or cost generally payable in the area of the Building.

(c) Landlord shall provide Tenant within one hundred twenty (120) days following the final day of the calendar year Landlord's itemized year-end Operating Expense reconciliation reports ("**Annual Statement**"). Upon Tenant's written request, Landlord shall provide photocopies of invoices, bills and other verification to substantiate such costs. If Tenant's total payments for any year are less than Tenant's Proportionate Share of actual Operating Expenses for such year, Tenant shall pay the difference to Landlord within thirty (30) days after demand. If the total payments of Tenant for any year are more than Tenant's Proportionate Share of Operating Expenses for such year, Landlord shall retain such excess and credit it against Tenant's next payment of Base Rent except that during the last calendar year of the Term or any extension terms thereof, Landlord shall refund any such excess within sixty (60) days following the termination of the Term or any extension terms thereof, provided that Tenant is not in default of its obligations under the Agreement. For purposes of calculating Tenant's Proportionate Share of Operating Expenses, a year shall mean a calendar year except the first year, which shall begin on the Commencement Date, and the last year, which shall end on the expiration of this Agreement. With respect to Operating Expenses which Landlord allocates to the entire Building, Tenant's "Proportionate Share" shall be 81.49%.

(d) Notwithstanding anything contained herein to the contrary, Tenant shall have the right, within one hundred twenty (120) days after its receipt of the Annual Statement, at its sole cost and expense, to examine and audit Landlord's books and records relating to any Operating Expenses passed through to Tenant related to the immediately preceding calendar year only, upon not less than thirty (30) days prior written request by Tenant to Landlord. Any such audit shall take place at Landlord's principal office. In no event shall Tenant engage the services of an auditor who is compensated on a 'contingent fee', commission or other similar basis. Tenant shall provide Landlord with the results of any such audit. In the event Tenant's audit of Operating Expenses reveals that the Operating Expenses charged to Tenant exceed or were less than Tenant's Proportionate Share of the actual Operating Expenses, and such variance is confirmed by Landlord's certified public accountant, then Landlord will reimburse Tenant for any overcharge, or Tenant will pay to Landlord any undercharge, as applicable, promptly after such final determination. In the event of a confirmed overcharge of Operating Expenses to Tenant in excess of ten percent (10%) of Tenant's Proportionate Share of actual Operating Expenses in such year, Landlord also shall reimburse Tenant for the reasonable cost of Tenant's review, but not in excess of $2,000. In connection with any audit by Tenant of Landlord's books and records, Tenant agrees to treat, and to instruct its employees, accountants and agents to treat, all information as confidential and not disclose it to any other tenant or person.

6. **REAL PROPERTY TAXES:** Landlord shall pay directly to the applicable taxing authority all real estate taxes, assessments and impositions for the Development (including all buildings located thereon (including the Building)) (collectively, "**Real Estate Taxes**") during the Term. As there are multiple buildings located within the Development, the land portion of the Real Estate Taxes shall be allocated among the buildings pro rata based on the square footage of such buildings, and the Real

Estate Taxes associated with the Building shall be allocated directly to the Building. Tenant's Proportionate Share of such Real Estate Taxes shall be included as part of the Operating Expense charged to the Tenant on a monthly basis. Notwithstanding anything herein to the contrary, the term "Real Estate Taxes" shall not include Landlord's federal or state income, franchise, inheritance or estate taxes. In the event any special assessments subsequently assessed against the Development are payable in installments, Landlord shall use commercially reasonable efforts to cause such special assessments be paid in installments over the maximum period allowed (to the extent such election is necessary for the payment of any special assessment in installments), and Tenant shall only be responsible for only those installments thereof coming due during the Term, with Landlord being responsible for all other installments thereof. Landlord shall have the right to contest any tax assessment, valuation or levy against the Development, and to retain legal counsel and expert witnesses to assist in such contest and otherwise to incur expenses in such contest, and allocate the direct costs and expenses of any such contest among the buildings in the Development pro rata based on the square footage of such buildings, and Tenant shall pay upon demand Tenant's Proportionate Share of any direct costs and expenses. In the event Landlord does not elect to contest such Real Estate Taxes, Tenant may, at its sole cost and expense, protest the amount or imposition of any Real Estate Taxes as well as the imposition of any other governmental fines, penalties or other exactions, provided that Tenant shall notify Landlord before initiating any such protest and provided further that any such contest shall be for the entire Development and not just with respect to the Building. Landlord shall cooperate with Tenant in the prosecution of any such protest. All reductions, refunds, or rebates of real estate taxes as a result of any such contest by Landlord or Tenant, shall be applied first, to the reimbursement of costs and expenses incurred in protesting the taxes, and second, shall be applied to the Real Estate Taxes payable for the Development for the relevant period, and the Tenant shall be entitled to receive its Proportionate Share of such amounts allocable to the Building. Tenant shall assure that reasonable precautions are instituted to assure that such protest will not result in the divestiture of title to the Building.

7. **USE:** Tenant may use the Premises for the operation of an office for Inc or affiliated Company.

8. **USES PROHIBITED:** Tenant will not use any portion of the Premises for purposes other than specified in the Agreement.

9. **ASSIGNMENT AND SUBLETTING:**

    (a) Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, assign or hypothecate this Lease, or any interest herein, or sublet the Premises, or any part thereof, or permit the use of the Premises by any party other than Tenant. Tenant may not hypothecate or otherwise collateralize this Lease, or its interest hereunder. Any of the foregoing acts done without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant by operation of law without the written consent of Landlord.

    (b) Notwithstanding the foregoing, Tenant may, without the prior consent of Landlord assign this Agreement to (i) a parent, subsidiary, or affiliate of Tenant; or (ii) as result of a merger, consolidation, or any other transfer of a majority of Tenant's stock or substantially all of Tenant's assets; provided that (a) Tenant continues to be fully liable hereunder; (b) Tenant is not in default under the Agreement at such time; (c) Tenant delivers copies of such assignment and information establishing that the proposed assignee is an affiliate of Tenant's;

and (d) Tenant notifies Landlord in writing within a reasonable time period after the assignment and otherwise complies with the terms and provisions hereof.

(c) No subletting or assignment, whether or not Landlord's consent was required or given, shall release Tenant of Tenant's obligations hereunder or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor. Landlord may consent to subsequent assignments or subletting of this Lease or amendments or modifications hereto with assignees of Tenant without notifying Tenant or any successor of Tenant, and without obtaining its or their consent thereto, and such action shall not relieve Tenant of liability under this Lease.

10. **ORDINANCES AND STATUES:** Landlord shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and codes (collectively, the "**Laws**") as the same relate to the Common Areas. Tenant shall comply with all applicable Laws as the same relate to the Premises. Tenant will shall use the Premises in compliance with all applicable Laws now in force, or which may later be in force, regarding the uses of the Premises, except that capital improvements required by any governmental authority that are imposed on buildings generally and not as a result of Tenant's specific use of the Premises shall be the responsibility of Landlord at its sole cost and expense. Landlord represents and warrants that, on the Lease Commencement Date, the Building will be in compliance with all applicable laws and regulations, including without limitation, the Americans with Disabilities Act, and the roof, electrical, mechanical, plumbing and HVAC systems serving the Premises shall be in good working order and repair.

11. **MAINTENANCE, REPAIRS, ALTERATIONS**:

(a) Landlord shall be responsible, as part of Operating Expenses (except for any necessary replacements, which shall be at Landlord's sole cost and expense unless caused by the negligent or willful misconduct of Tenant, its employees, agents or invitees), for maintaining, repairing and replacing, and keeping in good repair and condition and in compliance with all applicable Laws at all times, the roof (including the roof membrane), foundation, structural portions of the floor slab, and all other structural elements of the Building, except for (i) ordinary wear and tear and (ii) damage caused by the negligent or willful conduct of Tenant, its employees, invitees or agents. Landlord shall make such modifications as may be required by any governmental authority in order to bring the Premises into compliance with Law without cost or expense to Tenant and without including such cost or expense as Operating Expense save and except such modifications as may be required as a result of the Tenant's use of the Premises, which costs shall be payable by the Tenant on demand by Landlord. Landlord shall be responsible for any repairs or replacements required as a result of defects in workmanship and materials in the construction of the Building.

(b) Excepting ordinary wear and tear and damage due to casualty and condemnation, Tenant shall maintain the Premises in as good a condition as exists on the Commencement Date, including the maintenance, repair and replacement of: (a) the interior of the Premises, together with exterior entrances, all glass and all window moldings; (b) all fixtures, partitions, ceilings, floor coverings and utility lines in the Premises; and (c) all doors, door openers, equipment, machinery, appliances, signs and appurtenances thereof (including lighting, heating, air conditioning, and plumbing equipment and fixtures). If such repair and replacements which are Tenant's obligations hereunder include capital expenditures and repairs whose benefit may extend beyond the Term, then such capital expenditures and repairs shall be fully amortized on a straight-line basis over a period equal to the lesser of the useful life thereof for federal income tax purposes or ten (10) years. Landlord shall pay for such capital expenditures and repairs and Tenant shall reimburse Landlord for its amortized share of same (determined as hereinabove set forth) in equal monthly installments in the same manner as the payment by Tenant to Landlord of the Operating Expenses.

(c) As used herein, the terms "structure" and "structural" mean supporting columns and beams, exterior walls, foundation, structural portions of the floor slab, and the roof (including the roof membrane) of the Building.

(d) The Premises will be surrendered, at termination of the Agreement, in as good condition as received, normal wear and tear, and condemnation excepted.

(e) Tenant may not make any alterations in the Premises unless Tenant first obtains the prior written consent of Landlord in each instance; provided, however, that Tenant shall not be required to obtain Landlord's prior written consent for alterations not in excess of $10,000 per alteration which do not affect any structural elements of the Building or any mechanical, electrical, plumbing or HVAC systems serving the Building. Any alterations made by Tenant shall be at its sole cost and expense. Tenant shall present to Landlord plans and specifications for such alterations at the time consent is sought. All personal property, equipment, machinery, trade fixtures and temporary installations placed or installed in the Premises by Tenant during the Term shall remain Tenant's property. Provided that Tenant is not in default of this Lease, Tenant shall have the right to remove same at any time during the Term provided that any and all damage to the Premises caused by such removal shall be promptly repaired by Tenant at its sole cost and expense to Landlord's reasonable satisfaction. Tenant shall promptly pay all contractors and materialmen so as to minimize the possibility of a lien attaching to the Premises or any part of the Development by reason of materials or services delivered by or for the benefit of Tenant, its agents, employees, officers or subtenants, and should any such lien be made or filed, Tenant shall fully bond against such lien in a manner reasonably acceptable to Landlord (if Tenant desires to contest such lien in good faith) or discharge the same within twenty (20) days after written request by Landlord.

12. **ENTRY AND INSPECTION:** Tenant will permit Landlord or Landlord's agents to enter the Premises at reasonable times and upon reasonable prior notice for the purpose of inspecting the Premises, and will permit Landlord, at any time within one hundred eighty (180) days prior to the expiration of this Agreement, to place upon the Premises any usual "for lease" signs, and permit persons desiring to lease the Premises to inspect the Premises at reasonable times; provided, however that such inspection shall not unreasonably interfere with Tenant's day-to-day operations at the Premises.

13. **INDEMNIFICATION:**

(a) To the fullest extent permitted by law, Landlord shall indemnify Tenant, its directors, officers and employees, and save them harmless from and against any and all claims, actions, proceeding, damages, liabilities, judgements, fines, costs and expenses resulting out of or in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Common Area from and after the Commencement Date, except to the extent caused by the negligence or willful misconduct of Tenant, its employees, agents, or invitees. This Section shall survive the expiration or termination of this Lease.

(b) To the fullest extent permitted by law, Tenant shall indemnify Landlord, its directors, officers and employees, and save them harmless from and against any and all claims, actions, proceeding, damages, liabilities, judgements, fines, costs and expenses resulting out of or in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises from and after the Commencement Date, or the occupancy or use thereof by Tenant, its employees, agents, invitees, licensees, and sublessees, to the extent the same arises due to any act or omission of Tenant, its agents, employees, invitees, licensees, or sublesees; except to the extent caused by the negligence, or willful misconduct of Landlord, its employees, or agents. This Section shall survive the expiration or termination of this Lease.

14. **INSURANCE:**

(a) Tenant at all times during the Term hereof shall:

i. Insure Tenant and its officers, directors, employees, agents, invitees, contractors and subcontractors with respect to their respective use and occupancy of the Premises and their activities in and about the Premises under a commercial general liability insurance policy with coverage for bodily injury, personal injury, property damage and contractual liability with respect to Tenant's indemnity under this Agreement against bodily injury, personal injury and property damage, with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;

ii. Insure its personal property, including all equipment, trade fixtures, inventory, fixtures, and personal property located on or in the Premises for perils covered by the causes of loss - special form (all risk). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the foregoing; and

iii. Such insurance shall only be in respect to the operations of the Tenant in the Premises.

(b) Landlord shall at all times during the Term hereof:

i. Insure Landlord and its officers, directors, employees, agents, invitees, contractors and subcontractors with respect to their activities in and about the Premises under a commercial general liability insurance policy with coverage for bodily injury, personal injury, property damage and contractual liability with respect to Landlord's indemnity under this Agreement against bodily injury, personal injury and property damage, with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;

ii. Insure Landlord's building, equipment, machinery, improvements and other personal property located in the Premises under All Risks Property Coverage providing adequate coverage to fully replace the costs of such property.

iii. Such insurance shall only be in respect to the operations of the Landlord in the Premises.

(c) Such insurance shall be written by companies of recognized financial standing that are licensed in the State of Kansas and such insurance shall name Landlord and Tenant as an additional insured under any commercial general liability insurance policy or as an insured as its interest may appear under any property insurance, as the case may be.

(d) Every policy described in this Section shall contain an agreement by the insurer that it will not cancel such policy except after endeavoring to provide thirty (30) days' prior written notice to the other party hereto.

(e) Both parties hereto shall deliver to the other party, promptly after the execution and delivery of this Agreement, the original or duplicate policies or certificates of insurers evidencing all the insurance that is then required to be maintained by that party hereunder, and shall use commercially reasonable efforts to within five (5) days prior to the expiration of any such insurance, deliver other original or duplicate polices or other certificates of insurers evidencing the renewal of such insurance. Should either party fail to effect, maintain or renew any insurance required to be provided by this Section, or to pay the premium therefore, or to deliver to the other party any of such policies or certificates, then and in any said events, the other party, at its option upon thirty (30) days prior written notice, may procure such insurance, and any sums expended by it to procure any such insurance shall be repaid by the party required to provide the same within thirty (30) days after receipt of an invoice therefor.

(f) Landlord and Tenant shall not do or permit to be done anything that shall invalidate any of the other's insurance policies. If either party does, or permits to be done, anything such as making alterations or additions to the Premises that shall increase the cost of the other's insurance policies, then such party shall forthwith, upon demand, reimburse the other party for any additional premiums attributable to any act or omission or operation causing such increase in the cost of insurance.

(g) Notwithstanding anything contained in this Agreement to the contrary, Landlord and Tenant hereby waive and release all claims, demands or rights of indemnity that either of them may have against the other on account of damage to the Premises or to any personal property thereon, no matter what the cause thereof may be, including the negligence of either party. Such waiver and release shall be effective only to the extent covered by the insurance required to be carried hereunder by either party. Such waiver and release shall remain in effect against a claiming party to the extent such claiming party was required to carry insurance hereunder but failed to do so. The parties waive and release their respective rights, as set forth herein, because adequate insurance is to be maintained by each of them to protect themselves against such casualties.

(h) Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss in or about the Premises from perils insured against under their respective fire insurance contracts, including any all-risk endorsements thereof, whether due to negligence or any other causes provided this section shall be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage of Landlord or Tenant. Either Landlord or Tenant shall, at the request of the other party, execute and deliver to such requesting party a Waiver of Subrogation on the form and content as reasonably required by the requesting party's insurance carrier. The failure of a party to insure its property shall not void this waiver.

15. **UTILITIES:** Landlord represents and warrants to Tenant that the Premises is currently served by natural gas, electrical, water, sanitary sewer, and telecommunications utility services, all in commercially reasonable amounts given the nature of the Premises and the use thereof contemplated hereunder. If Tenant requires any additional utility service to the Premises, Tenant shall, at its sole cost and expense, make all necessary arrangements therefor, and Landlord agrees to cooperate with Tenant in connection therewith. Tenant shall pay the cost of all utility services consumed on the Premises directly to the suppliers thereof. Tenant shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the Premises during the term hereof. Except for interruptions caused by the negligence or intentional act of Landlord, its employees, or agents, in no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Premises.

16. **SIGNAGE:** Tenant is hereby authorized, at Tenant's cost and expense, to design, install and maintain: (i) its corporate identification signs on the monument sign located on land on which the Building is located; and (ii) such other interior and exterior signage as Tenant shall desire consistent with any valid, private subdivision restrictions (if any) applicable to the Building, which signage must be in conformance with all applicable Laws and submitted to Landlord for its prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.

17. **CONDEMNATION:**

(a) If the entirety of the Premises is taken for public use by condemnation, eminent domain or other similar action including transfer in lieu thereof (an "**Condemnation**") this Lease shall automatically terminate on the date the full title to the Premises vests in the condemning authority. If any part of the Premises is so taken such that Tenant's use and enjoyment of the whole Premises and/or Tenant's business at or from the Premises is materially adversely affected, to be reasonably determined by Landlord and Tenant, or if Tenant's parking or access rights to the Premises are materially adversely affected, to be reasonably determined by Landlord and Tenant, Tenant may terminate this Agreement by delivering written notice to Landlord not later than thirty (30) days after such taking. If any part of the Premises is subject to Condemnation and neither Tenant's use nor enjoyment of the whole Premises nor Tenant's business at or from the Premises is materially adversely affected, to be reasonably determined by Landlord and Tenant, then the Term of this Agreement shall cease only on that portion of the Premises so taken, from the date of taking. If any part of the Premises is taken and, pursuant to this Section, Tenant does not terminate the entirety of this Agreement, or this Agreement is not otherwise terminated in its entirety, Base Rent required by virtue of this Agreement will abate for the balance of the Term in proportion to the diminished utility of the Premises in the conduct of Tenant's business to be reasonably determined by Tenant and Landlord. In addition, in such event, if, in Tenant's reasonable discretion, repair, restoration or alteration of the Premises is necessary for Tenant's full and complete use and enjoyment of the Premises or to fully and completely allow the operation of Tenant's business at or from the Premises, Landlord shall so repair, restore or alter the Premises, to Tenant's reasonable satisfaction in accordance with the procedures and timeframes set forth in the Agreement (including any termination rights contained therein) as if such Condemnation constituted a damage or destruction of the Premises, but in no event shall Landlord be required to expend more than the amount received for such condemnation of the Premises.

(b) All Condemnation awards made with respect to the Premises shall be the Landlord's without any payment to Tenant and Tenant hereby assigns to Landlord, Tenant's interest, if any, in such award.

(c) Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving and relocation expenses, trade fixtures, business losses and that portion of the award relating to the value of Tenant's personal property, if a separate award for such items is made to Tenant.

(d) Tenant's rights regarding Condemnation proceeds and the allocation and receipt thereof shall survive the expiration or earlier termination of this Agreement.

18. **DESTRUCTION OF PREMISES:** Except for matters caused by the negligence of Tenant, Tenant's agents or invitees, in the event of a partial destruction of the Premises during the Term, from any cause, Landlord will promptly repair the Premises, provided that such repairs can be reasonably made within one hundred eighty (180) days. Such partial destruction will not terminate the Agreement except that the Tenant will be entitled to proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of the Tenant on the Premises. If the repairs cannot be made within one hundred eighty (180) days, this Agreement may be terminated at the option of either party by giving written notice to the other party within the first forty-five (45) days of the one hundred eighty (180) day period. Notwithstanding the foregoing, in the event any mortgagee under a security agreement or mortgage on the Building requires that the insurance proceeds be applied to the debt secured thereby, Landlord will have no obligation to rebuild, and if Landlord elects not to rebuild, this Lease will terminate upon notice of such election to Tenant provided that such notice shall be provided to Tenant within forty five (45) days of such event.

19. **HAZARDOUS MATERIALS**:

(i) Tenant will not use, store or dispose of any Hazardous Materials upon the Premises, except the use and storage of such substances that are customarily used in Tenant's business, and are in compliance with all Environmental Laws.

(ii) For purposes of this Lease, "**Hazardous Material**" shall mean any material, waste, substance, pollutant or contaminant that may or could pose a risk of injury or threat to health or the environment, including, but not limited to, (1) "hazardous substance", "hazardous waste", "hazardous material", "toxic", "pollutant or contaminant" as those terms are defined under Environmental Law; (2) petroleum or petroleum products; (3) asbestos or asbestos-containing materials; (4) explosives; (5) radioactive materials including radon; and (6) any other substance that is or becomes regulated or classified as hazardous or toxic under Environmental Law.

(iii) For purposes of this Lease, "**Environmental Laws**" means the Clean Water Act, 33 U.S.C. §§ 1251 to 1387; the Clean Air Act, 42 U.S.C. §§ 7401 to 7671q; the Resource, Conservation and Recovery Act, 42 U.S.C. §§ 6901 to 6992k; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 6901 to 6975; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 to 2692; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; and any other current or future, federal, state or local statute, rule or regulation as enacted or amended from time to time relating to the protection of human health and the environment and pertaining specifically to the Premises, together with all licenses, orders, permits, certificates or like authorizations promulgated under any of the foregoing.

(iv) Tenant will be responsible for the cost of removal of any toxic contamination solely caused by Tenant's use of the Premises. Landlord shall indemnify, protect and hold harmless Tenant, its officers, employees and agents from and against all claims, demands, penalties, fines, liabilities, settlements, suits, damages, losses, injuries, costs and expenses of whatever kind or nature, known or unknown, contingent or otherwise, including, without limitation, reasonable attorneys' fees and consultant fees and disbursements and investigation and laboratory fees, arising out of or in any way related to the (i) storage, use, possession, presence, disposal, release or threat of release of any Hazardous Material at any time (whether prior to, during, or after the term of this Agreement) by Landlord, its agents, employees, or contractors, in, on, from or affecting the Premises, the Building and any surrounding land owned by Landlord (the "**Property**"); (ii) the migration of any oil or other petroleum products or Hazardous Material onto, within, or under the Property at any time as a result of the activity or action of Landlord or any third party affiliated with Landlord; (iii) any personal injury (including without limitation, wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Material; and (iv) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material, and/or any intentional or unintentional act or omission on the part of Landlord, its agents, employees, or contractors which violates any Environmental Law.

(v) Tenant shall indemnify, protect and hold harmless Landlord, its officers, employees and agents from and against all claims, demands, penalties, fines, liabilities, settlements, suits, damages, losses, injuries, costs and expenses of whatever kind or nature, known or unknown, contingent or otherwise, including, without limitation, reasonable attorneys' fees and consultant fees and disbursements and investigation and laboratory fees, arising out of or in any way related to the (i) storage, use, possession, presence, disposal, release or threat of release of any Hazardous Material at any time by Tenant, its agents, employees, contractors, licensees, or invitees, in, on, from or affecting the Property; (ii) the migration of any oil or other petroleum products or Hazardous Material onto, within, or under the Property caused as a direct result of the activity or action of Tenant or any third party affiliated with Tenant or invited on the Premises by Tenant; (iii) any personal injury (including without limitation, wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Material brought onto the Property by Tenant, its agents, employees, contractors, licensees, or invitees; and (iv) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material brought onto the Property by Tenant, its agents, employees, contractors, licensees, or invitees, and/or any intentional or unintentional act or omission on the part of Tenant, its agents, employees, contractors, licensees, or invitees which violates any Environmental Law.

(vi) Nothing herein shall obligate Tenant to remove or remediate any oil or other petroleum products or Hazardous Material which exist in, on, under or about the Premises as of the Commencement Date or which subsequently migrated onto or are introduced onto the Premises through no fault or action of Tenant or a third party affiliated with Tenant or invited on the Premises by Tenant. The Landlord's and Tenant's obligations and liabilities under this Section shall survive the termination or expiration of the Agreement.

20. **ENVIRONMENTAL REPRESENTATIONS:**

Landlord hereby represents and warrants that, to the best of Landlord's actual knowledge, without any investigation or duty to investigate:

(a) There are no Hazardous Materials on, in, under or about the Premises nor has any Hazardous Material been spilled, discharged, leaked, emitted, injected, escaped, dumped or released onto the Property or into the environment surrounding the Property.

(b) The Property and all activities of Landlord or Landlord's tenants thereon are presently in compliance with all Environmental Laws (as hereinafter defined), all permits and licenses required pursuant to Environmental Laws to be issued to Landlord for its operation of the Property have been issued, and Landlord is in compliance with the terms and conditions of such permits and licenses.

21. **TENANT'S DEFAULT; LANDLORD'S REMEDIES:**

(a) In the event:

i. Tenant shall at any time fail to pay Rent, or any other payment to Landlord required on the date the same is due, provided, in the event Tenant fails to timely pay its Rent hereunder, Landlord shall give written notice specifying such delinquency, a maximum of two occasion in each year, and Tenant shall have ten (10) days following its receipt of such notice to cure such delinquency (it being understood that Landlord shall not be required to give written notice for any default under this subparagraph i. more than two occasions in any twelve month period);

ii. Tenant shall fail to keep, perform, or observe any other covenant, agreement, condition, or undertaking hereunder, and shall fail to remedy such default within thirty (30) days after written notice thereof has been mailed by Landlord to Tenant (or such longer period of time as is reasonably necessary to complete such cure, provided that Tenant promptly commences and diligently pursues such cure);

iii. Tenant makes an assignment for the benefit of creditors;

iv. Tenant vacates or abandons the Premises;

v. Tenant has filed against it a petition for bankruptcy and such petition is not vacated or stayed within ninety (90) days after its entry; or

vi. Tenant files a petition for bankruptcy or arrangement in settlement of liabilities or reorganization;

then Landlord shall have the right, without further notice to or demand upon Tenant, to re-enter or take exclusive possession of the Premises, pursuant to legal process, and to refuse to allow Tenant to enter the same or hàve possession thereof; to change the locks on the doors to the Premises; and to remove any furniture or other property in or upon the Premises, all without being liable to Tenant for any damages or to any prosecution therefor.

(b) Should Landlord elect to reenter the Premises as in this paragraph provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet said Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rent or rents (including rent concessions) and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable, (a) for its own account, or (b) as agent for Tenant's account in the name of Tenant, or its own name, and shall give Tenant notice within thirty (30) days as to whose account the Premises have been let for; but if Landlord relets for Tenant's account as agent of Tenant, Landlord may thereafter notify Tenant that it desires to relet for its own account and will no longer relet the Premises as agent for Tenant. Upon each such reletting, all rents received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees, reasonable attorney's fees and the costs of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, and if Landlord shall have relet as agent of Tenant for Tenant's account, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder, or if Landlord has relet on its own account, then the residue shall belong to Landlord. If such Rents received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees, and the present value (using a discount rate of 6%) at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent reserved in this Lease for the remainder of the stated term over the fair market rental value of the Premises for the unexpired term of this Lease as reasonably estimated by Landlord, all of which amounts shall be immediately due and payable from Tenant to Landlord.

(c) Possession of Premises by Landlord shall exclude any and all files, data equipment and any other document retention device or document that may have customer confidential information that cannot be released to any external sources.

(d) Neither this Lease nor any renewal or extension hereof, nor any interest herein nor any estate hereby created, shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise in operation of law. In the event Tenant becomes bankrupt, a receiver for creditors is appointed for Tenant, or any execution is levied upon Tenant's interest hereunder, Landlord, at its option, may terminate and cancel this Lease in addition to all other remedies available to Landlord.

(e) The execution of this Lease signed by the parties hereto is sufficient notice of the Rent being due and demand for same, and it shall be so construed, any law, usage or custom to the contrary notwithstanding. In addition to other legal remedies hereinbefore or hereinafter provided for, in case of violation of any covenants by Tenant, the same shall be restrainable by injunction and neither the mention herein nor the election hereafter of one or more of the remedies provided shall preclude Landlord from enforcing any other right, remedy, option, election or priority allowed by law, whether or not herein specifically set forth, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless in writing.

(f) Landlord may, but shall not be obligated to, cure any default by Tenant under this Lease after providing any required notice and cure period; provided, however, if Landlord desires to cure such default, Landlord shall provide an additional five (5) day written notice to Tenant during which time Tenant shall have the right to cure such default. In the event Landlord elects to cure Tenant's default as provided herein, all direct costs and expenses incurred by Landlord in curing a default, together with interest on the amount of direct costs and expenses so incurred at the Interest Rate shall be paid by Tenant.

(g) Landlord's remedies as specified herein are cumulative and in addition to any rights or remedies available to it in equity or law.

(h) Notwithstanding any provision to the contrary in this Lease, Landlord agrees to use good faith, commercially reasonable efforts to relet the Premises or otherwise mitigate its damages. Tenant acknowledges that Landlord's sole obligation is to use commercially reasonable efforts to relet the Premises after termination of this Lease or repossession of the Premises after a default by the Tenant. If Landlord elects to relet the Premises, it shall only be required to use the same efforts it then uses to lease other space or properties which it owns or manages; provided, however, that Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises over any other space that Landlord may be leasing or have available and may place a suitable prospective tenant in any such available space regardless of when such alternative space becomes available. Except as otherwise expressly provided herein, each of Landlord and Tenant hereby waive their respective rights to consequential and punitive damages which may result from a breach of this Lease.

22. **LANDLORD DEFAULT; TENANT REMEDIES.** Landlord's failure to perform or observe any of its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of thirty (30) days (or such longer period of time as is reasonably necessary to complete such cure, provided that Landlord promptly commences and diligently pursues such cure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligation(s). If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant shall have the following rights and remedies: Upon the occurrence of any such default, Tenant shall have the following rights and remedies: Tenant may (a) incur any expense necessary to perform the obligation of Landlord specified in such notice (including interest on such expenses at the Interest Rate from the date incurred until the date paid); (b) sue for injunctive relief; or (c) sue for specific performance. In no event shall Tenant have the right to terminate this Lease, withhold payment of any portion of the Rent or to offset any amount it is owed from Landlord against Tenant's Rent obligation. As used herein, the term "**<u>Interest Rate</u>**" shall mean a rate equal to the lesser of (i) 12% per annum, or (ii) the maximum rate allowed by law. Notwithstanding the foregoing, in the event of a default hereunder by Landlord which results in an emergency condition, Tenant shall provide notice to Landlord and forty-eight (48) hours in which Landlord may cure such default prior to remedying such default and shall have the right to recover from Landlord any reasonable and actual out-of-pocket costs and expenses sustained by Tenant as a result of such default (together with interest at the Interest Rate) in the same manner as if Tenant had provided thirty (30) days' notice to Landlord with respect to a non-emergency condition. As used herein, the phrase "emergency condition" shall mean a condition which will result in reasonably immediate damage to property or an inherently dangerous condition which is reasonably likely to result in personal injury.

23. **ATTORNEY FEES:** In any action or proceeding involving a dispute between Landlord and Tenant arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees.

24. **WAIVER:** The failure of either party at any time to require performance by the other of any provision of this Agreement will not affect that party's right to enforce that provision, nor will the waiver by either party of any breach of any provision of this Agreement constitute a waiver of any further breach of the same provision or any other provision.

25. **NOTICES:** All notices, approvals, requests, consents and other communications given, required or permitted in accordance with the terms of this Agreement must be in writing and must be hand-delivered or sent by facsimile transmission to Tenant overnight service or United States certified or registered mail. The parties will consider notices given or delivered when received. The parties will address notices as follows:

If to Landlord:

With a copy to:

If to Tenant:

With a copy to:

A party may change the address to which it wishes notices to be sent by delivering notice of the change of address to the other party in accordance with the terms of this Section.

26. **TIME:** Time is of the essence with respect to this Agreement. If the final day of any period of time described in this Agreement is a Saturday, Sunday or a legal holiday under the laws of the United States of America or the State of Kansas that period is extended to the next day that is not a Saturday, Sunday or legal holiday.

27. **ASSIGNS AND SUCCESSORS:** This Agreement and terms hereof shall be binding and inure to the benefit of Landlord and Tenant and, subject to the provisions of Section 9 hereof, their respective successors and assigns.

28. **LIMITATION OF LIABILITY:** Notwithstanding anything contained herein to the contrary, in no event shall Landlord or Tenant be liable under any theory of tort, contract, strict liability or other legal or equitable theory for any punitive, special, incidental, or indirect damages, each of which is hereby excluded by agreement of the parties regardless of whether or not any party has been advised of the possibility of such damages.

29. **GOVERNING LAW:** This Agreement shall be governed by and construed and interpreted pursuant to the laws of the State of Kansas, determined without reference to conflicts of laws principles.

30. **ANTI-CORRUPTION AND ANTI-BRIBERY**. Landlord shall: (i) comply with all applicable Laws relating to anti-bribery and anti-corruption (the "**Requirements**") in connection with the performance of this Agreement; and (ii) maintain, and update where necessary, its own policies and procedures to ensure compliance with the Requirements, and comply with and enforce them where appropriate (and the Landlord represents and warrants that it has such policies and procedures in place at the date of this Agreement). Breach of this section shall be deemed a material breach of this Agreement.

31. **QUIET ENJOYMENT**. Landlord covenants that Tenant shall and may peaceably and quietly have, hold and enjoy the Premises, and all parts thereof, for the Term hereby granted, subject to the terms and provisions hereof and all matters of record.

32. **FORCE MAJEURE**. Neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, (except for the payment of Rent) due to contingencies beyond its reasonable control (provided such inability stems from scarcity or difficulty and not from delays by suppliers in placing orders), including strikes, riots, war, fire, explosions, acts of God, injunctions; provided, however, that the parties shall use reasonable efforts to continue to meet their obligations for the duration of the force majeure condition; and provided further, that the party declaring force majeure shall notify the other party promptly in writing of the commencement of the condition, the nature, and the termination of the force majeure condition.

33. **HOLDING OVER**. Any holding over after the expiration of the term hereof, without the consent of Landlord, shall be construed to be a tenancy from month to month at 150% of the Base Rent applicable during the period prior to such expiration (prorated on a monthly basis) but shall otherwise be subject to all of the terms and conditions herein specified, so far as applicable to a month-to-month tenancy. Nothing herein contained, however, shall be construed as precluding or operating to preclude Landlord from exercising any legal or equitable remedies, including specifically, without limitation, those set forth in this Lease.

34. **LOSS AND DAMAGE**. Landlord shall not be liable for any loss or damage to Tenant's improvements to the Premises, its trade fixtures or personal property, or the property of others located on the Premises, unless such loss or damage results directly from the breach of this Agreement by Landlord, the negligence or intentional act of Landlord, its employees or agents. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, bursting of or leaks from any part of the Premises or from the pipes, appliances or plumbing works, or from the roof, or by dampness, stoppage or leaking from sewer pipes. Except as otherwise provided herein, all property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

35. **LIMITATION OF RIGHT OF RECOVERY AGAINST LANDLORD**. Tenant agrees and acknowledges that the liability of Landlord under this Lease shall be limited to its interest in the Development, and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Development, the rents and other income derived therefrom, or insurance or condemnation proceeds related thereto. No personal judgment shall lie against Landlord, and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets, other than as to the Development. The foregoing provisions are not intended to relieve Landlord from performance of its obligations, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord.

36. **TRANSFER BY LANDLORD.** In the event Landlord assigns or transfers this Lease, except as collateral security for a loan, upon such assignment or transfer, Landlord will be released from all liability and obligations hereunder accruing from and after the date of transfer so long as the assignee/transferee assumes the obligations of this Lease accruing after such transfer date; and Tenant shall thereafter be bound to such purchaser, assignee or other transferee, as the case may be, with the same effect as though the latter had been the original Landlord hereunder.

37. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which, taken together shall constitute one instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile, or .pdf file) will be considered an original.

IN WITNESS WHEREOF, the parties hereto have dully executed and delivered this Office Lease Agreement as of the day and year first written above.

By: _	________________	By:
Title:	________________	Titl

Legal Sign-Off
CRK
Initials
7-15-15
Date

Exhibit A

Premises

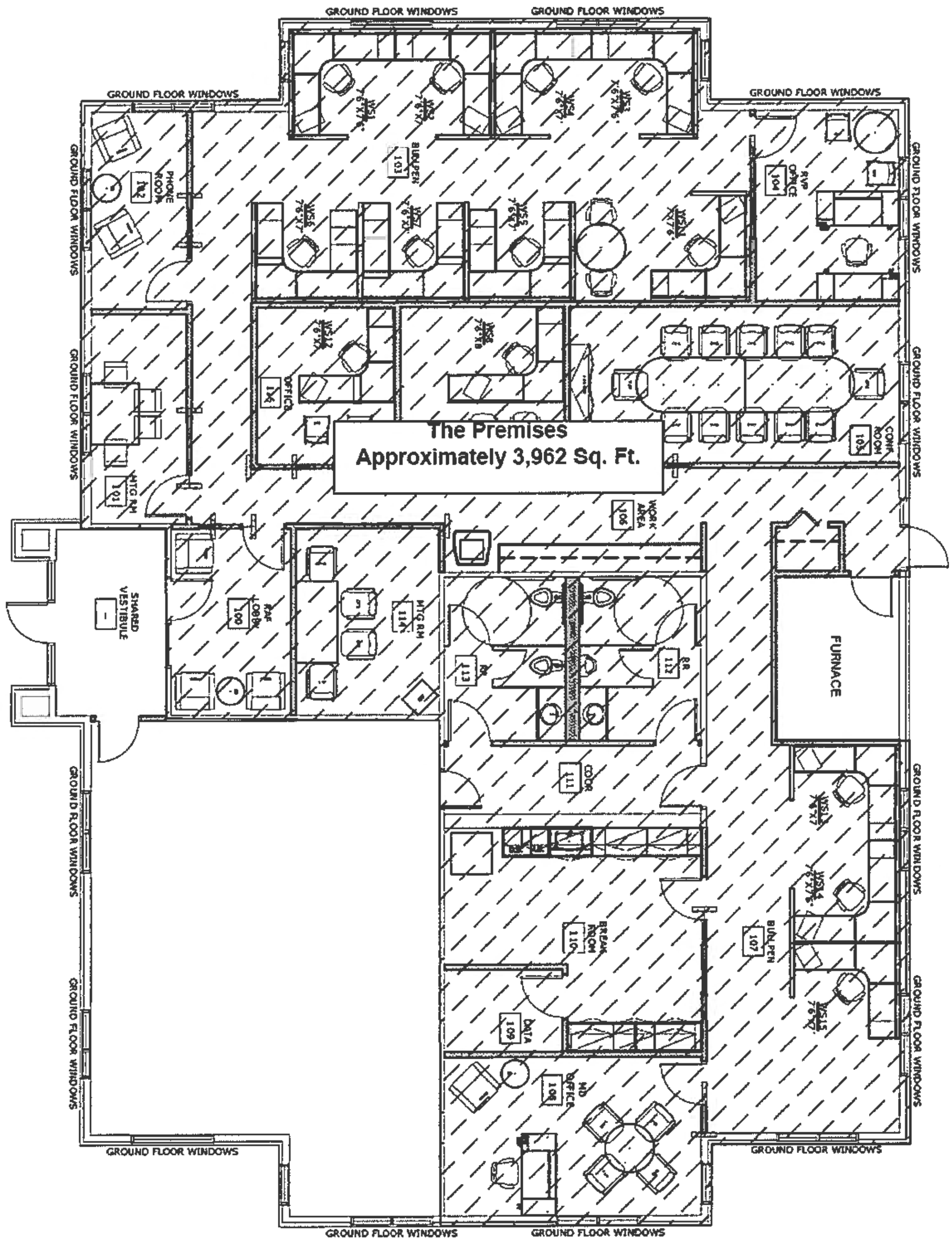


Exhibit A-1

Development

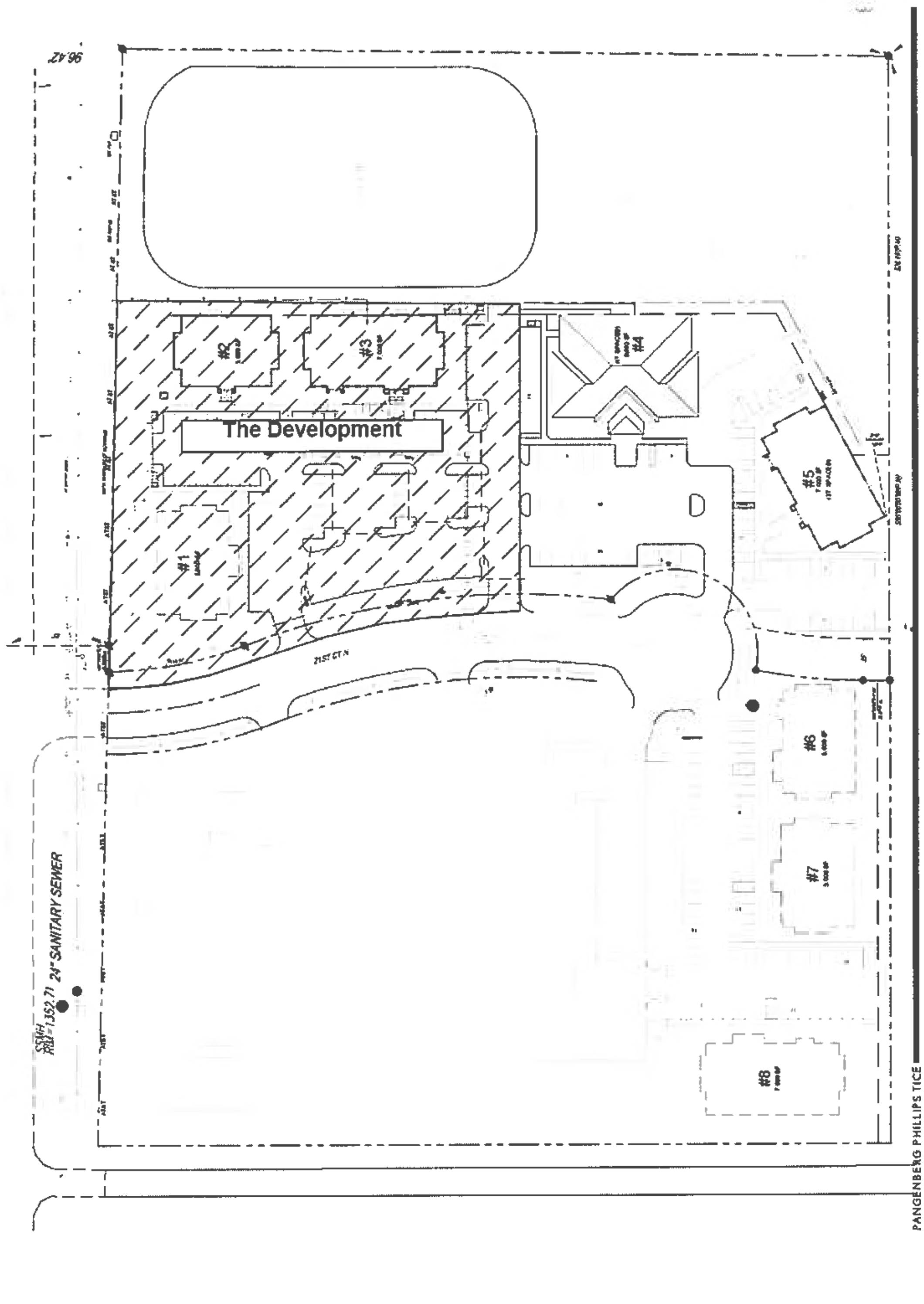


Exhibit B

Premise Work

Landlord's Work

Landlord, at Landlord's sole cost and expense, shall perform without unreasonable delay the following work (the "**Landlord's Work**"):

Landlord's Work is based on the drawing A-04, dated 05/14/15 prepared by
consultant and using the specifications from the Richland, Washington project prepared by
and the following assumptions:

a) Interior construction and finishes will be metal stud framing with gypsum board, and gypsum board on exterior walls, with a level 4 finish.
b) All walls will be painted.
c) Hollow metal door frames, some with sidelites where indicated, and painted.
d) Architectural grade solid core doors with a transparent finish. Plan includes installing 4 doors and frames salvaged from the existing in Wichita.
e) 2x2 suspended acoustical ceiling.
f) The flooring will be carpet tile, $27.00/SY material allowance.
g) The restrooms will be ceramic floor tile and wainscot ceramic wall tile.
h) The Lobby will have porcelain tile.
i) Vinyl composition tile installed in the break, data and mechanical rooms.
j) Wall base will be 4" rubber base everywhere except the restrooms.
k) The furnishings will include pre-manufactured casework (40 LF of base and 40 LF of wall cabinets), plastic laminate countertops and vanity tops in the restroom, (1) each fire extinguisher cabinets, restroom accessories; mirrors, toilet paper dispensers, and grab bars.
l) $1,500 material allowance for one each dishwasher, refrigerator and microwave.
m) The HVAC system will be gas-fired/DX split systems with ductwork distribution and plenum return. Temperature controls will be computer thermostat for each unit.
n) Plumbing work includes new drain, waste, and vent systems for new fixture locations.
o) Domestic hot and cold water lines will serve restrooms and break room.
p) Electrical distribution panels will be set inside the mechanical room with branch circuiting to devices and lighting.
q) Interior lighting controls will be single pole switches located on the wall in the rooms served. Lighting will be fluorescent fixtures and electronic ballasts and can lights in soffits.
r) Telephone/data raceways is provided.

Exclusions:

- Drapery and window blind type window treatments
- Telephone, computer, and data equipment
- Data and phone cabling
- Fire alarm system
- Security or access controls systems
- UPS or battery back-up systems

and as shown on plans and specifications attached hereto as **Exhibit B-1** and incorporated by this reference (the "**Construction Plans**"). Landlord shall: (i) obtain all permits and approvals necessary for the completion of Landlord's Work; and (ii) complete Landlord's Work in compliance with all applicable Laws. Tenant shall accept delivery of the Premises from Landlord on the date all necessary occupancy permits are issued by appropriate governmental agencies and Landlord reasonably determines that Landlord's Work is substantially complete in accordance with the Construction Plans. Prior to submitting any Construction Plans to the City of Wichita, Kansas for permitting, all construction drawings must be approved by both Landlord and Tenant. Tenant designates ______________________ as its contact person for reviewing and approving Construction Plans. Within ten (10) days after Landlord delivers Construction Plans to Tenant for approval, Tenant shall, in writing, approve such Construction Plans or disapprove with specific changes and/or reasons for such disapproval. In the event Tenant disapproves the Construction Plans or makes changes to the same, Landlord shall resubmit such plans based on Tenant's disapproval comments and/or changes and Tenant shall approve or disapprove within five (5) days after its receipt of the same. It shall be Landlord's responsibility to ensure that all plans and the Construction Plans meet all required Laws. Once the Construction Plans are approved by Landlord and Tenant, the construction manager and/or Landlord shall apply with the City of Wichita for improvement permitting of the Construction Plans. Once the improvement permitting is received from the City of Wichita, the construction manager shall begin the Landlord's Work consistent with the approved Construction Plans. Any changes or modifications to the Construction Plans must be approved, in writing, by both Landlord and Tenant. In the event any changes to the Construction Plans requested by Tenant results in increased costs, or any selection item selected by Tenant exceeds the allowance for such item, Tenant shall be solely responsible for such increased costs, and Landlord shall provide Tenant with an invoice for the amount of such increased cost which Tenant shall pay within ten (10) days of receipt. Landlord grants Tenant and Tenant's employees, contractors and suppliers a license to enter the Premises two (2) weeks prior to the Commencement Date in order for Tenant to complete its work under this Agreement. Tenant's employees, contractors, and suppliers shall work in harmony with, and not interfere with, Landlord and Landlord's contractors performing the Landlord's Work. Landlord estimates that Landlord's Work shall be completed by November 1, 2015 (the "**Estimated Completion Date**").

As used herein "**Substantial Completion**," "**Substantially Completed**," and any derivations thereof mean the Landlord's Work in the Premises has been performed in substantial accordance with the Constructions Plans, as reasonably determined by Tenant (other than any details of construction, mechanical adjustment or other similar matter, the noncompletion of which does not materially interfere with Tenant's use or occupancy of the Premises).

Tenant's Work

1. **Tenant's Work**

(a) Except as permitted by Section 11 and pursuant to this Exhibit, any alterations or construction not included as part of the Landlord's Work and any changes desired by the Tenant which depart from the Building's standard or which involve the use of materials not standard to the Building are the Tenant's Work. Except as otherwise provided herein, the Tenant's Work and any other Work are subject to the Landlord's prior written approval and shall be completed at the expense of the Tenant.

(b) The Landlord hereby consents to the following work to be performed by Tenant:

Plans shall be included upon completion and receipt of building permit from the city of Wichita

Exhibit B-1

Construction Plans

Plans shall be included upon completion and receipt of building permit from the city of Wichita

Exhibit C

Renewal Term Rent Determination Procedure

As used herein, "Fair Market Rent" means an amount equal to the then prevailing rate for tenants taking similar space in a comparable building located within the Wichita, Kansas metropolitan area (1) without broker representation of either party, (2) providing for no free rent, no work to be done by landlord to prepare the premises for tenant, and (3) otherwise on all of the terms and conditions of the Lease. Upon the exercise of Tenant's option to extend the term of the Lease for the Renewal Term, Landlord and Tenant shall negotiate concerning the amount of such Fair Market Rent applicable to the Renewal Term. For the first thirty (30) days following the exercise of Tenant's option, Landlord and Tenant agree to negotiate in good faith to arrive at a mutually acceptable Fair Market Rent amount for the Renewal Term. In the event that Landlord and Tenant are unable to agree upon the Fair Market Rent within thirty (30) days following Tenant's exercise of the Option, then Fair Market Rent shall be determined by an appraisal process. In that regard, Landlord and Tenant shall each select a certified, unaffiliated appraiser with at least ten (10) years' experience in commercial leasing in the Wichita, Kansas area. Each such appraiser shall provide its determination of the rental value and, if the low amount is within 10% of the high amount, the two appraisals shall be averaged together and the resulting average shall be the Fair Market Rent for the option term. In the event the low appraisal is more than 10% below the high appraisal, the two appraisers shall jointly select a third appraiser (which appraiser shall meet the qualification set forth in this paragraph). The third appraiser shall determine the Fair Market Rent within the range of the two appraisals, and such third appraiser's determination shall be final and binding on Landlord and Tenant. Landlord and Tenant shall each bear the cost of their selected appraiser and share equally in the expense of the third appraiser. Notwithstanding anything contained herein to the contrary, in no event shall the Fair Market Rent for the Renewal Term exceed the Base Rent paid by Tenant during the last year of the initial term by more than 10%.

Exhibit D

Form of Commencement Date Agreement

THIS COMMENCEMENT DATE AGREEMENT ("**Agreement**") is made and entered into this ____ day of ___________, 2015, by and between "**Landlord**") and Inc. ("**Tenant**").

WHEREAS, Landlord and Tenant are parties to that certain Office Lease Agreement ("**Lease**") dated ____________, 2015;

WHEREAS, pursuant to the Lease, Landlord and Tenant have agreed to execute this Agreement setting forth certain matters concerning the Lease.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. Commencement Date: The Commencement Date was on ___________, 201_.

2. Lease Term. The Term commenced to run on ______, 2015 and will expire on _______, unless extended as provided in the Lease.

3. Base Rent. Base Rent commenced to accrue on ___________, 201_ and will expire on ___________, unless extended as provided in the Lease.

4. Security Deposit. Tenant deposited with Landlord a Security Deposit in the amount of $-0-.

5. Tenant's Proportionate Share. The Tenant's Proportionate Share is 81.49%.

6. Acceptance of Premises. Tenant has accepted possession of the Premises, is the actual occupant in possession of the Premises, and has not sublet, assigned or otherwise transferred its interest in the Premises. All Landlord's Work to be constructed has been completed on the Premises by Landlord, with the exception of any punch-list items, the Premises were in acceptable condition and were delivered in compliance with all of the requirements of the Lease. Punch list (none unless otherwise indicated): ____ _______.

7. Amendments. The Lease has not been modified, altered, or amended in any respects, except (none unless otherwise indicated): ____ _______.

The foregoing Agreement has been executed by the parties hereto as of the day and year first above written.

Landlord:	Tenant:
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Its: ___________________________	Its: ___________________________

Exhibit D

<u>Form of Commencement Date Agreement – Wichita, KS</u>

THE COMMENCEMENT DATE AGREEMENT ("**<u>Agreement</u>**") is made and entered into this 5th day of August 2016, by and between ("**<u>Landlord</u>**") and ("**<u>Tenant</u>**").

WHEREAS, Landlord and Tenant are parties to that certain Office Lease Agreement ("Lease") dated July 15, 2015 with Lease Amendment #1 dated September 2, 2015.

WHEREAS, pursuant to the Lease, Landlord and Tenant have agreed to execute this Agreement setting forth certain matters concerning the Lease.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. <u>Commencement Date</u>: The Commencement Date was on July 15, 2015 and amended on September 2, 2015.

2. <u>Lease Term</u>. The Term commenced to run on February 1, 2016 and will expire on October 31, 2026 unless extended as provided in the Lease.

3. <u>Base Rent</u>. Base Rent commenced to accrue on October 1, 2016 and will expire on October 31, 2026 unless extended as provided in the Lease.

4. <u>Security Deposit</u>. Tenant deposited with Landlord a Security Deposit in the amount of $-0-.

5. <u>Tenant's Proportionate Share</u>. The Tenant's Proportionate share is 100%.

6. <u>Acceptance of Premises</u>. Tenant has accepted possession of the Premises, is the actual occupant in possession of the Premises, and has not sublet, assigned or otherwise transferred its interest in the Premises. All Landlord's Work to be constructed has been completed on the Premises by Landlord, with the exception of any punch-list items, the Premises were in acceptable condition and were delivered in compliance with all of the requirements of the Lease.

7. <u>Amendments</u>. The Lease has been amended with Lease Amendment #1 executed on September 2, 2015.

The foregoing Agreement has been executed by the parties hereto as of the day and year first above written.

Legal Sign-Off

Initials

Date

Landlord:

Tenant:

Its: Partner

Its: [illegible]

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is effective as of the 2nd day of September, 2015, by and between [redacted], having an address of [redacted] ("Landlord"), and [redacted], with offices at [redacted] ("Tenant").

WITNESSETH:

WHEREAS, Tenant and Landlord are parties to that certain Lease Agreement dated July 15, 2015 for real property (the "Lease") located at 13203 W. 21st Street, Wichita, Kansas (the "Leased Premises") the terms and conditions of which are incorporated herein by reference; and,

WHEREAS, Landlord and Tenant wish to amend the Lease to enlarge the Premises (as defined in the Lease) to reflect occupancy of the entire building, and,

WHEREAS, Landlord and Tenant mutually desire to amend the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. <u>PREMISES</u>. Section 1 of the Lease is deleted in its entirety and replaced as follows:

"**PREMISES:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises situated in the City of Wichita, County of Sedgwick, and the State of Kansas, consisting of approximately 4,950 rentable square feet of office space outlined on **<u>Exhibit A</u>** (the "**<u>Premises</u>**") in the building located at 13203 W. 21st Street, Wichita, KS 67205 (the "**<u>Building</u>**") upon and subject to the terms and conditions of this Agreement. The Building is located within the office park ("**<u>Development</u>**") owned by Landlord and shown on Exhibit A. Landlord shall deliver the Premises in accordance with terms and conditions contained in **<u>Exhibit B</u>** (the "**<u>Landlord's Work</u>**"). Tenant shall have the right, in common with other tenants and occupants of the Development, to use all Common Areas of the Development. As used herein, the term "**<u>Common Areas</u>**" shall mean and include that portion of the Development other than the Building (and, if applicable, other buildings in the Development) intended for the common use of all tenants and occupants of the Development, including among other facilities, parking areas, private streets and alleys, landscaping, curbs, curb cuts, sidewalks, lighting facilities and common signs."

2. BASE RENT. Section 3 of the Lease is deleted in its entirety and replaced as follows:

"**BASE RENT:** During the first year of the Lease Term, the Base Rent (as hereinafter defined) shall be abated until the first to occur of: a) the termination of Tenant's lease for space at 2872 N. Ridge Road, Wichita, Kansas (the "Ridge Road Lease"); or (b) Tenant subletting the 2872 N. Ridge Road premises or assigning the Ridge Road Lease to a third party; or (c) September 30, 2016. In the event Tenant is unable to sub-let the premises at 2872 N. Ridge Road for the same amount of rent that Tenant is currently paying at such premises, Tenant shall provide satisfactory documentation to Landlord evidencing the amount of sub-lease rent being paid by the sub-tenant and, upon receipt of such evidence, Tenant shall be entitled to a credit against the Base Rent in the amount of such shortfall on a month-to-month basis through September 2016. The date on which the first of such foregoing items occurs shall be the "**Rent Commencement Date**". Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, in equal monthly installments on the first day of each month during the term hereof, in advance, without any prior demand therefore and without any deduction, setoff, or abatement whatsoever, as monthly base rent ("**Base Rent**"), the amount of $7,467.42 through the expiry of the 2nd year of the Lease Term. Upon the commencement of the third (3rd) year of the Lease Term, the Base Rent shall be adjusted to reflect a monthly amount owed of $8,043.75. Upon the expiry of the sixth (6th) year of the Lease Term, the Base Rent shall be adjusted to reflect a monthly amount owed of $8,868.75. In addition, if the Rent Commencement Date occurs on a day other than the first day of a calendar month, Tenant shall pay to Landlord Base Rent for the month in which the Rent Commencement Date occurs in an amount equal to the monthly installment amount specified above multiplied by a fraction, the numerator of which is the number of days in the period that begins on the Rent Commencement Date and ends on the last day of that month, and the denominator of which is the total number of days in that month. If a termination of this Agreement occurs prior to the last day of the Term (the "**Expiration Date**") for reasons other than Tenant's default and if the effective date of termination is other than the last day of a calendar month, the parties will prorate the Base Rent payable with respect to the calendar month in which the effective date of termination occurs based on the number of days in that month, and Landlord shall promptly refund to Tenant any previously paid Base Rent attributable to any period of time following the termination date. Tenant will pay Base Rent to Landlord at the address set forth in Section 24 or at such other address as Landlord may from time to time designate."

3. OPERATING EXPENSE. The estimated amount of Operating Expense as set forth in 5(a) of the Lease is hereby revised from the original $2,311 per month to a new estimate of $2,887.50 per month. Tenant's Proportionate Share as set forth in 5(c) of the Lease is hereby amended and restated to reflect a Tenant's Proportion Share of 100%

4. EXHIBITS. Exhibit "A" as set forth in the Lease is hereby deleted and replaced with the new Exhibit "A" attached to this First Amendment to Lease.

5. RATIFICATION OF LEASE. Except as expressly provided herein to the contrary, the terms, covenants, and conditions of the Lease shall remain in full force and effect without modification or amendment, and the parties hereto ratify and reaffirm the same in its entirety.

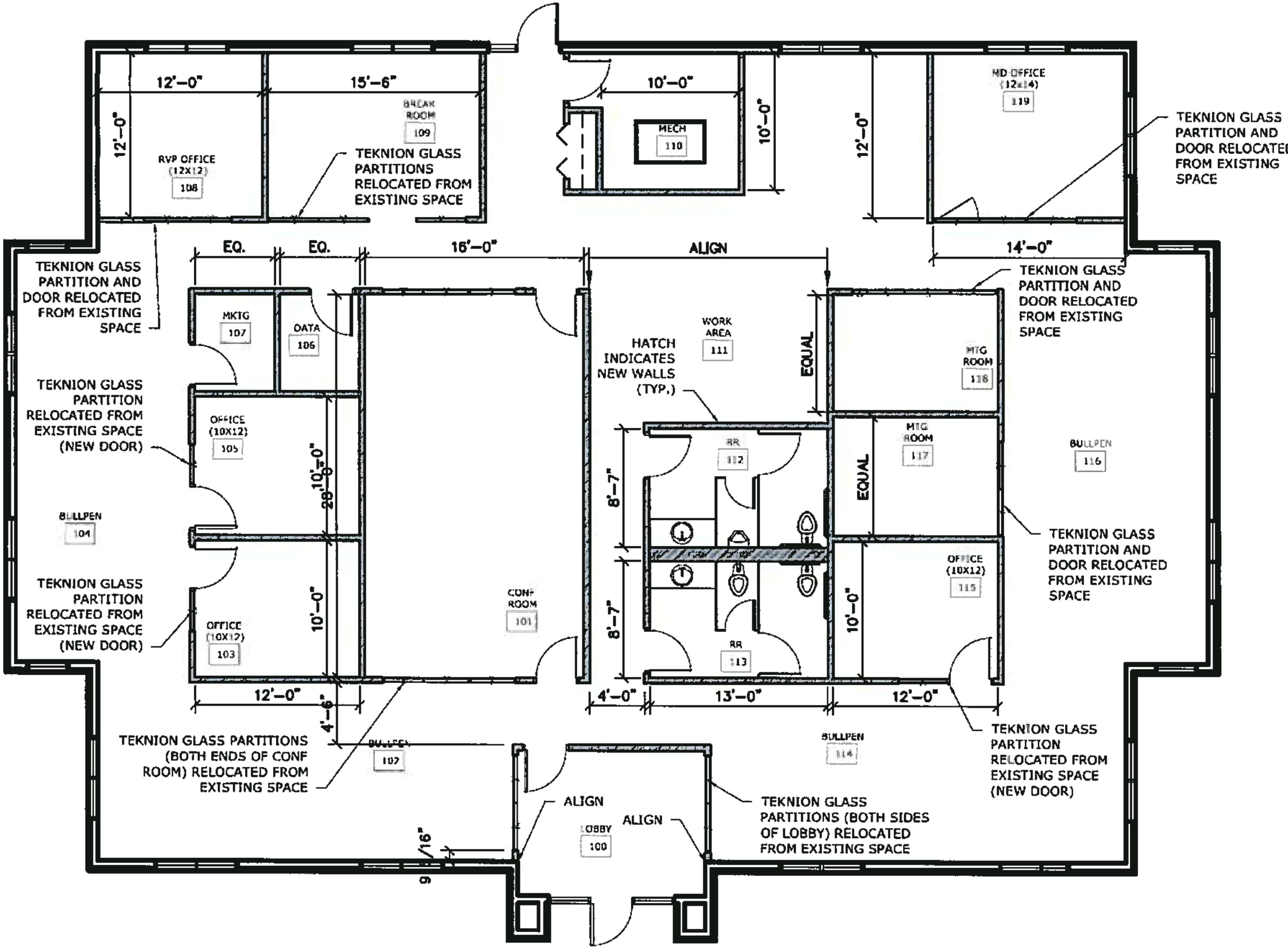
IN WITNESS WHEREOF, the parties have caused this First Amendment to Lease to be executed on the day and year first written above.

Legal Sign-Off KRG Initials 09-02-15

By: ____________________ **B**

Title: Partner ____________________ **Ti** ...orate Services

Exhibit "A"
Premises and Development



Rev. 3/18/98

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ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made and entered into as of the **29th day of January 2026**, by and between a Kansas limited liability company ("Assignor"), and a Kansas limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the certain real property located in Wichita, Kansas and having a common address of **13203 W. 21st Street Court, Wichita, Kansas** and as more particularly described in the Agreement ("Property");

WHEREAS, Assignor entered into that certain written lease of the Property with and ted liability company, dated **July 15th, 2015 and First Amendment dated September 2nd, 2015** ("Lease");

WHEREAS, Assignor and Assignee entered into to that certain Real Estate Purchase and Sale Agreement having an effective date of **December 8th, 2025** ("Agreement"), pursuant to which Assignor agreed to sell the Property to Assignee and transfer to Assignee all of Assignor's rights under the Lease;

WHEREAS, in connection with the Agreement, Assignor desires to assign all of its rights, title, interest and liabilities in, to and under the Lease to Assignee, and Assignee desires to accept such assignment and assume Assignor's obligations and liabilities under the Lease, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, grants, transfers, sets over and delivers all of its right, title and interest in, to and under the Lease to Assignee as of **January 30th, 2026** (the "Transfer Date"). Assignee hereby accepts such assignment as of the Transfer Date and assumes all obligations and liabilities of the Assignor under the Lease for the term thereof and hereby agrees to observe and perform all the covenants and agreements contained in the Lease on the part of Assignor. Additionally, Assignee hereby agrees to indemnify and hold Assignor harmless from and against all claims, liabilities, losses, damages, causes of action and expenses (including court costs and reasonable attorneys' fees relating thereto) incurred in connection with or arising out of the Lease to the extent the same arises on and/or after the Transfer Date. Assignor hereby agrees to indemnify and hold Assignee harmless from and against all claims, liabilities, losses, damages, causes of action and expenses (including court costs and reasonable attorneys' fees relating thereto) incurred in connection with or arising out of the Lease to the extent the same arose prior to the Transfer Date. The agreements and covenants contained in this Assignment are binding on and shall inure to the benefit of the Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:	**ASSIGNEE:**
Title: Partner	Title: Owner

Geographic Information Services

Sedgwick County... working for you

13203 W. 21st Ct. N., Wichita, KS 67235 - GO General Office Zoning

Date: 7/17/2026

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

Sedgwick County, Kansas

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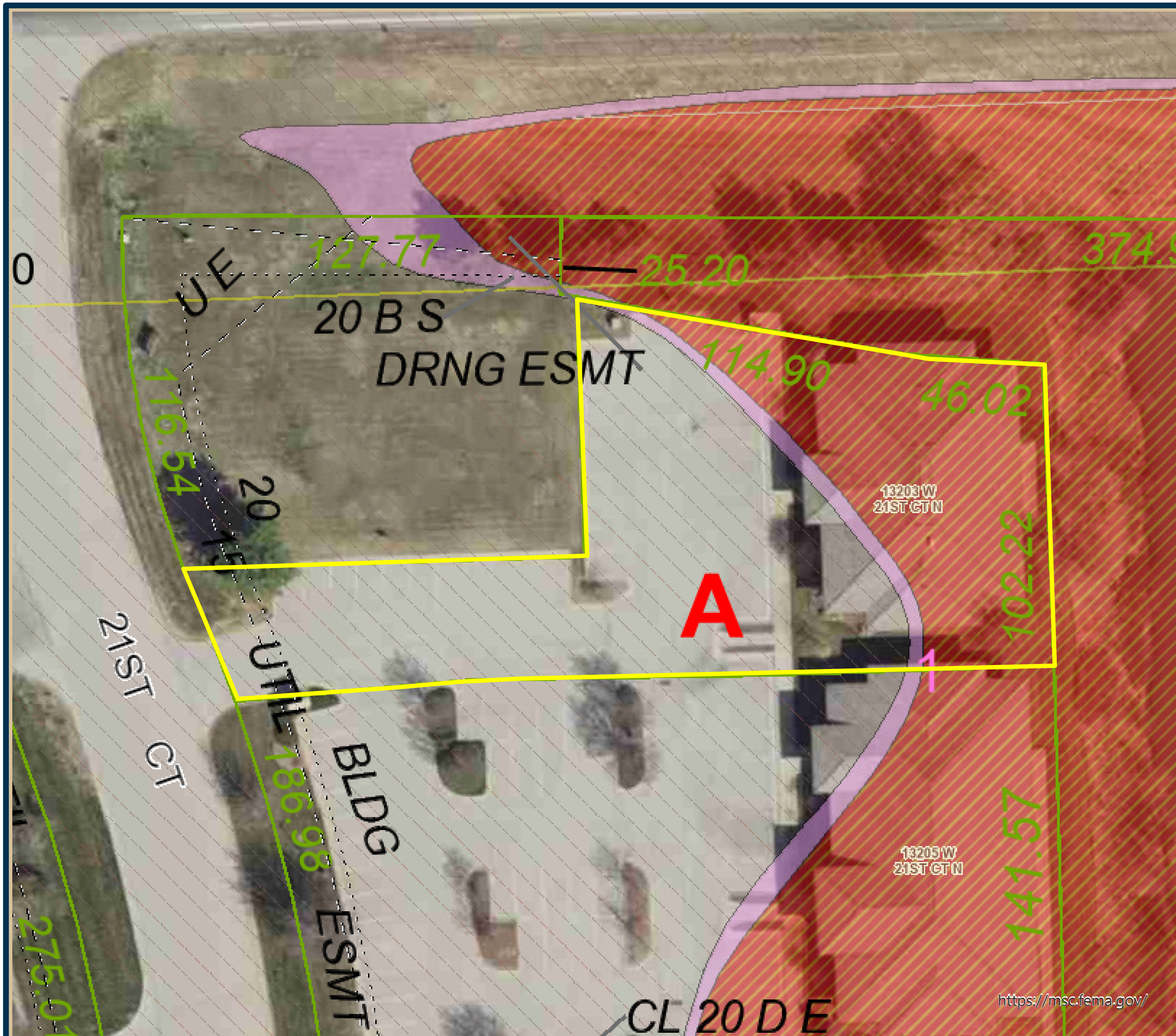

Sedgwick County, Kansas

N
W E
S

Flood Plain

(X) 0.2 Pct Annual Chance
0.2 PCT Annual Chance Flood Hazard

A
A

AE
AE,

AE, FLOODWAY
AE, FLOODWAY

AH
AH

AO
AO

X - Area of Special Consideration
X AREA OF SPECIAL CONSIDERATION, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

X
X,

Area Not Included

1:564

mi
0 0.003 0.006

Date: 7/17/2026

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

Geographic Information Services
Sedgwick County... working for you

13203 W. 21st Ct. N., Wichita, KS 67235 - Flood Zone

Geographic Information Services
Sedgwick County...
working for you

13203 W. 21st Ct. N., Wichita, KS 67235 - Aerial

Date: 7/17/2026

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Sedgwick County, Kansas

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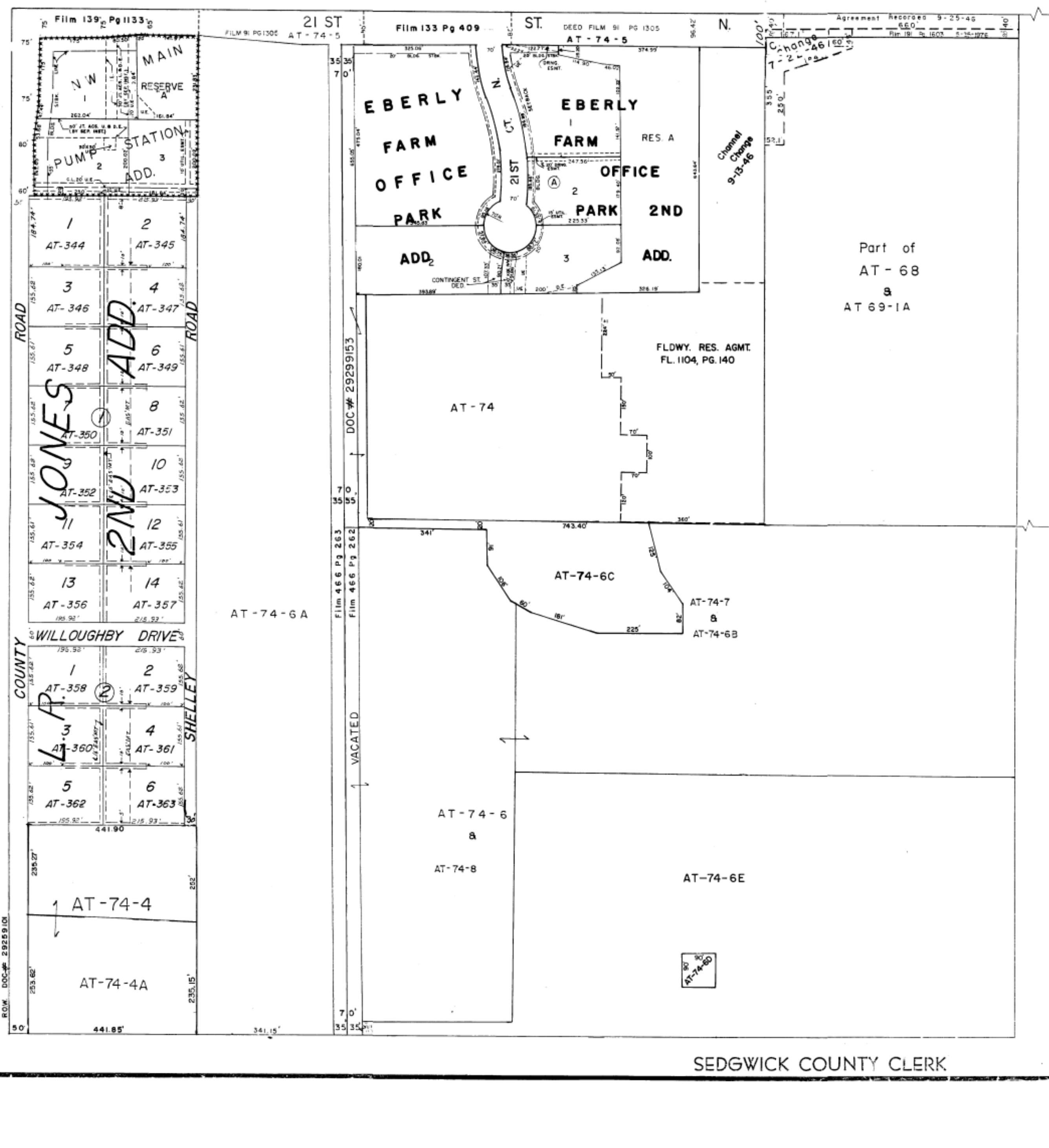
13203 W. 21st Ct. N., Wichita, KS 67235

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 564

AT 46

N.W. 1/4 SEC. 12, TWP. 27S. R. 2W.



SEDGWICK COUNTY CLERK

McCurdy
REAL ESTATE & AUCTION

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:
- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:
- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:
- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee	Real estate company name approved by the commission
Supervising/branch broker	Buyer/Seller Acknowledgement (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017

GUIDE TO AUCTION COSTS

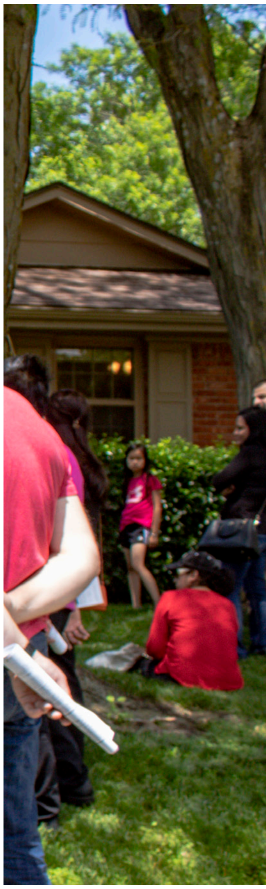
WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission *(If Applicable)*
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents *(If Applicable)*

THE BUYER CAN *GENERALLY* EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium *(If Applicable)*
- Document Preparation *(If Applicable)*
- Notary Fees *(If Applicable)*
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee *(If Applicable)*
- All New Loan Charges *(If Obtaining Financing)*
- Lender's Title Policy Premiums *(If Obtaining Financing)*
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. *(If Applicable)*

McCurdy
REAL ESTATE & AUCTION

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