

CITY OF BEL AIRE, KANSAS,
As Lessor,

AND

**ASPEN SUNFLOWER INDUSTRIAL I LLC, 2 PATRIOTS INVESTMENTS II, LLC, SMT
PROPERTIES 2, LLC, ETG A, LLC, AND SREV1, LLC, AS TENANTS IN COMMON,**
As Lessee

LEASE AGREEMENT

Dated as of December 4, 2025

Relating to:

\$18,000,000
(Aggregate Maximum Principal Amount)
City of Bel Aire, Kansas
Taxable Industrial Revenue Bonds
(Aspen Sunflower Industrial I, LLC Project)
Series 2025

The interest of the City of Bel Aire, Kansas (the “Issuer”), in this Lease Agreement has been pledged and assigned to Security Bank of Kansas City, as Trustee under the Trust Indenture dated as of December 4, 2025, between the Issuer and the Trustee.

LEASE AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recitals	1
 ARTICLE I DEFINITIONS	
Section 1.1. Definitions of Words and Terms	2
Section 1.2. Rules of Interpretation	3
 ARTICLE II REPRESENTATIONS	
Section 2.1. Representations by the Issuer	3
Section 2.2. Representations by the Tenants in Common	4
Section 2.3. Survival of Representations	5
 ARTICLE III GRANTING PROVISIONS	
Section 3.1. Granting of Leasehold Estate	5
Section 3.2. Lease Term	5
Section 3.3. Possession and Use of the Project	5
Section 3.4. Sublease by the Tenants in Common	6
Section 3.5. Subordination to Lender	6
 ARTICLE IV PURCHASE, CONSTRUCTION, RENOVATION, INSTALLATION AND EQUIPPING OF THE PROJECT	
Section 4.1. Issuance of the Bonds	6
Section 4.2. Purchase, Construction, Renovation, Installation and Equipping of the Project	7
Section 4.3. Project Costs	7
Section 4.4. Payment for Project Costs	7
Section 4.5. Establishment of Completion Date	8
Section 4.6. Surplus or Deficiency in Project Fund	8
 ARTICLE V RENT PROVISIONS	
Section 5.1. Basic Rent	9
Section 5.2. Additional Rent	9
Section 5.3. Obligations of Tenants in Common Absolute and Unconditional	10
Section 5.4. Prepayment of Basic Rent	10
Section 5.5. Redemption of Bonds	10
 ARTICLE VI MAINTENANCE, TAXES AND UTILITIES	
Section 6.1. Maintenance and Repairs	11
Section 6.2. Taxes, Assessments and Other Governmental Charges	11
Section 6.3. Utilities	11

Section 6.4.	Kansas Retailers' Sales Tax.....	12
Section 6.5.	Ad Valorem Taxes.	12
Section 6.6.	Payment in Lieu of Taxes.	12

ARTICLE VII INSURANCE AND INDEMNIFICATION

Section 7.1.	Insurance.	12
---------------------	-----------------	----

ARTICLE VIII ALTERATION OF THE PROJECT

Section 8.1.	Additions, Modifications and Improvements of the Project.....	13
Section 8.2.	Removal of Project Equipment.	13
Section 8.3.	Additional Improvements on the Project Site.	13
Section 8.4.	Permits and Authorizations.	14
Section 8.5.	Mechanics' Liens.....	14
Section 8.6.	Option to Purchase Unimproved Portions of the Project Site.	14

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1.	Damage, Destruction and Condemnation.....	15
---------------------	---	----

ARTICLE X SPECIAL COVENANTS

Section 10.1.	No Warranty of Condition or Suitability by the Issuer; Exculpation and Indemnification.	16
Section 10.2.	Surrender of Possession.....	16
Section 10.3.	Issuer's Right of Access to the Project.	16
Section 10.4.	Granting of Easements; Leasehold Mortgages.....	16
Section 10.5.	Indemnification of Issuer and Trustee.	19
Section 10.6.	Depreciation, Investment Tax Credit and Other Tax Benefits.....	20
Section 10.7.	Tenants in Common to Maintain Corporate Existence.....	20
Section 10.8.	Security Interests.	20

ARTICLE XI OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1.	Option to Purchase the Project.	20
Section 11.2.	Conveyance of the Project.....	21
Section 11.3.	Relative Position of Option and Indenture.	21
Section 11.4.	Obligation to Purchase the Project.	21

ARTICLE XII DEFAULTS AND REMEDIES

Section 12.1.	Events of Default.....	21
Section 12.2.	Remedies on Default.	22
Section 12.3.	Survival of Obligations.	23
Section 12.4.	Limitation of Liability and Indemnity.	23
Section 12.5.	Performance of the Tenants in Common's Obligations by the Issuer.....	24
Section 12.6.	Rights and Remedies Cumulative.	24
Section 12.7.	Waiver of Breach.	24
Section 12.8.	Notice of Defaults Under Section 12.1; Opportunity to Cure Defaults.....	24
Section 12.9.	Trustee's Exercise of the Issuer's Remedies.	25

ARTICLE XIII ASSIGNMENT AND SUBLEASE

Section 13.1.	Assignment; Sublease.....	25
Section 13.2.	Assignment of Revenues by Issuer.....	26
Section 13.3.	Assignment by Issuer.....	26
Section 13.4.	Restrictions on Sale or Encumbrance of Project by Issuer.....	27

ARTICLE XIV AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1.	Amendments, Changes and Modifications.....	27
----------------------	--	----

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 15.1.	Notices.....	27
Section 15.2.	Issuer Shall Not Unreasonably Withhold Consents and Approvals.	27
Section 15.3.	Net Lease.....	27
Section 15.4.	No Pecuniary Liability.....	27
Section 15.5.	Governing Law.....	27
Section 15.6.	Binding Effect.	28
Section 15.7.	Severability.....	28
Section 15.8.	Execution in Counterparts.....	28
Section 15.9.	Electronic Storage.	28
Section 15.10.	Satisfaction of Tenants in Common's Obligations.	28

Signatures and Seals	S-1
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Exhibit A - Project Site

Exhibit B - Project Improvements

Exhibit C - Project Equipment

Exhibit D - Form of Requisition Certificate

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of December 4, 2025 (the **“Lease”**), between the **CITY OF BEL AIRE, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the **“Issuer”**), as lessor, and **ASPEN SUNFLOWER INDUSTRIAL I LLC**, a Kansas limited liability company, holding an undivided 62.0% interest, **2 PATRIOTS INVESTMENTS II, LLC**, a Kansas limited liability company, holding an undivided 29.6% interest, **SMT PROPERTIES 2, LLC**, a Kansas limited liability company, holding an undivided 6.8% interest, **ETG A, LLC**, a Kansas limited liability company, holding an undivided 0.8% interest, and **SREV1, LLC**, a Kansas limited liability company, holding an undivided 0.8%, as tenants in common, as lessee (the **“Tenants in Common”**);

WITNESSETH:

WHEREAS, the Issuer is authorized under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the **“Act”**), to purchase, acquire, construct, improve, equip, remodel, sell and lease certain facilities within its jurisdiction for commercial purposes, and to issue revenue bonds for the purpose of paying the cost of such facilities, and to pledge the income and revenues to be derived from the operation of such facilities to secure the payment of the principal of and interest on such bonds;

WHEREAS, pursuant to the Act, the governing body of the Issuer has heretofore passed Ordinance No. _____ (the **“Ordinance”**) on December 4, 2025, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Aspen Sunflower Industrial I, LLC Project), Series 2025, in the maximum principal amount of \$18,000,000 (the **“Bonds”**), for the purpose providing funds to finance acquiring land and constructing and equipping a building for use in industrial, manufacturing, warehouse, distribution, flex and/or office purposes, located within the corporate limits of the Issuer immediately northeast of the intersection of 53rd Street North and Webb Road (the **“Project 1”**), and authorizing the Issuer to lease Project 1 to the Tenants in Common;

WHEREAS, pursuant to the Base Lease Agreement dated as of December 4, 2025, between the Tenants in Common and the Issuer (the **“Base Lease Agreement”**), the Issuer has leased Project 1 from the Tenants in Common for the term stated therein;

WHEREAS, pursuant to the Ordinance, the Issuer is authorized to enter into a Trust Indenture of even date herewith (the **“Indenture”**), with Security Bank of Kansas City (the **“Trustee”**), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease Agreement with the Tenants in Common under which the Issuer will acquire, purchase, construct, improve, furnish, and equip Project 1 and will lease Project 1 to the Tenants in Common in consideration of rental payments by the Tenants in Common which will be sufficient to pay the principal of and interest on the Bonds;

WHEREAS, pursuant to the foregoing, the Issuer desires to lease Project 1 to the Tenants in Common and the Tenants in Common desires to lease Project 1 from the Issuer, for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Tenants in Common do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease Agreement and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease Agreement shall have the following meanings:

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of this Lease Agreement and, in addition, all payments required to be made to the Sedgwick County Treasurer in lieu of general ad valorem and personal property taxes pursuant to the PILOT Agreement.

“Basic Rent” means the rental described in **Section 5.1** of this Lease Agreement.

“Event of Default” means any Event of Default as described in **Section 12.1** of this Lease Agreement.

“Leasehold Mortgage” means any Leasehold Mortgage, Assignment of Rents and Leases and Security Agreement, relating to Project 1 and any other leasehold mortgage permitted pursuant to the provisions of **Section 10.4(b)** hereof.

“Lease Term” means the period from the effective date of this Lease Agreement until the expiration thereof pursuant to **Section 3.2** of this Lease Agreement.

“Mortgage” means, collectively, any mortgage, assignment of rents and leases, UCC financing statements, or other security documents granted by the Tenants in Common on Project 1 to secure a loan to finance or refinance all or a portion of Project 1.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to Project 1, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees, trustee’s fees and any extraordinary expenses of the Issuer and the Trustee) incurred in the collection of such gross proceeds.

“Permitted Encumbrances” means, as of any particular time (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, (c) the Base Lease Agreement and this Lease Agreement, (d) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the Issuer, (e) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to Project 1 and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the Issuer, (f) the Mortgage, (g) any subleases permitted by **Section 3.4** hereof, and (h) any other lien, encumbrance, lease, easements, restrictions or covenants consented to by the Owner of 100% of the principal amount of the Bonds.

“Plans and Specifications” means the plans and specifications prepared for and showing Project 1, as amended by the Tenants in Common from time to time prior to the Completion Date, the same being duly certified by the Tenants in Common, and on file at the principal office of the Authorized TIC Representative and which shall be available for reasonable inspection by the Issuer, the Trustee and their duly appointed representatives.

“Project Equipment” means all items of machinery, equipment and parts or other personal property installed or acquired or to be acquired for installation in the Project Improvements or elsewhere on the Project Site pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit C** attached hereto and by this reference made a part hereof, and all replacements thereof and substitutions therefor made pursuant to this Lease Agreement.

“Project Improvements” means all buildings, structures, improvements and fixtures located on or to be acquired, purchased, constructed, improved or remodeled on the Project Site pursuant to **Article IV** hereof, including all rights-of-way and appurtenances necessary and convenient therefor, as described in **Exhibit B** attached hereto and by this reference made a part hereof, and all additions, alterations, modifications and improvements thereof made pursuant to this Lease Agreement.

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

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Lease Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease Agreement shall not be treated as a part of this Lease Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Issuer. The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a municipal corporation duly organized and validly existing under the laws of the State of Kansas. Under the provisions of the Act, the Issuer has lawful power and authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder. By proper action of its governing body, the Issuer has been duly authorized to execute and deliver this Lease Agreement, acting by and through its duly authorized officers.

(b) The Issuer proposes to acquire a leasehold interest in the Project Site, subject to Permitted Encumbrances, and proposes to acquire, purchase, construct, improve, furnish, equip and remodel or cause to be acquired, purchased, constructed, improved, furnished, equipped and remodeled on the Project Site the Project Improvements, and proposes to acquire and install, or cause to be acquired and installed, the Project Equipment in the Project Improvements or on the Project Site. The Issuer proposes to lease Project 1 to the Tenants in Common and sell Project 1 to the Tenants in Common if the Tenants in Common exercise their option to purchase Project 1, all for the purpose of furthering the public purposes of the Act, and the governing body of the Issuer has found and determined that the acquisition, purchase, construction, improving, furnishing, equipping and remodeling of Project 1 will further the public purposes of the Act.

(c) To finance the costs of Project 1, the Issuer proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(d) The Bonds are to be issued under and secured by the Indenture, pursuant to which Project 1 and the net earnings therefrom, including all rents, revenues and receipts to be derived by the Issuer from the leasing or sale of Project 1, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds.

(e) The Issuer will not mortgage Project 1 or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized TIC Representative.

(f) The Issuer shall have no authority to operate Project 1 as a business or in any other manner except as the lessor thereof.

(g) The acquisition, purchase, construction, improvement, furnishing, and equipping and of Project 1 and the leasing of Project 1 by the Issuer to the Tenants in Common will further the public purposes of the Act.

(h) No member of the governing body of the Issuer or any other officer of the Issuer has any significant or conflicting interest, financial, employment or otherwise, in the Tenants in Common or in the transactions contemplated hereby.

Section 2.2. Representations by the Tenants in Common. The Tenants in Common make the following representations as the basis for the undertakings on their part herein contained:

(a) Each of the Tenants in Common is a limited liability company duly organized, and validly existing limited liability company organized under the laws of the State of Kansas and duly qualified to do business in the State of Kansas.

(b) The Tenants in Common have lawful power and authority to enter into this Lease Agreement and to carry out their obligations hereunder and by proper corporate action of their members, the Tenants in Common have been duly authorized to execute and deliver this Lease Agreement.

(c) The execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease Agreement by the Tenants in Common will not conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Tenants in Common are a party or by

which they or any of their property is bound, or any order, rule or regulation applicable to the Tenants in Common or any of their property of any court or governmental body, or constitute a material default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Tenants in Common under the terms of any instrument or agreement to which the Tenants in Common are a party.

(d) Project 1 will comply with all presently applicable building and zoning, health, environmental and safety ordinances and laws, and to the best of their knowledge, without independent investigation, Project 1 will comply with all other applicable laws, rules and regulations.

(e) Project 1 is located wholly within the corporate limits of the Issuer.

Section 2.3. Survival of Representations. All representations of the Issuer and the Tenants in Common contained in this Lease Agreement or in any certificate or other instrument delivered by the Issuer and the Tenants in Common pursuant to this Lease Agreement, the Indenture, or any other Transaction Document, or in connection with the transactions contemplated thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The Issuer hereby rents, leases and lets Project 1 to the Tenants in Common, subject to Permitted Encumbrances, and the Tenants in Common hereby rent, lease and hire Project 1 from the Issuer, subject to Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease Agreement shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease Agreement, shall have an initial term commencing as of the date of this Lease Agreement and terminating on June 1, 2036.

Section 3.3. Possession and Use of the Project.

(a) The Issuer covenants and agrees that as long as neither the Issuer nor the Trustee has exercised any of the remedies set forth in **Section 12.2(c)** following the occurrence and continuance of an Event of Default, the Tenants in Common shall have sole and exclusive possession of Project 1 (subject to Permitted Encumbrances and the Issuer's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy Project 1 during the Lease Term. The Issuer covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** of this Lease Agreement, to prevent the Tenants in Common from having quiet and peaceable possession and enjoyment of Project 1 during the Lease Term and will, at the request and expense of the Tenants in Common, cooperate with the Tenants in Common in order that the Tenants in Common may have quiet and peaceable possession and enjoyment of Project 1 and will defend the Tenants in Common's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Tenants in Common shall have the right to use Project 1 for any lawful purpose allowed by law and contemplated by the Act. The Tenants in Common shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter

applicable to Project 1 or to any adjoining public ways, as to the manner of use or the condition of Project 1 or of adjoining public ways. The Tenants in Common shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Tenants in Common shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Tenants in Common to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Tenants in Common shall have the right, at their own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Tenants in Common may refrain from complying therewith.

Section 3.4. Sublease by the Tenants in Common. The Tenants in Common may rent and sublease all or portions of Project 1 for use by others in the normal course of their business without the consent of the Issuer. Any such subleases entered into after the effective date of this Lease Agreement shall be subject and subordinate in all respects to the provisions of this Lease Agreement. Nothing in this Lease Agreement shall allow the Issuer, its successors or assigns, to disturb the rights of a sublessee to use Project 1 under the terms and conditions as set forth in such sublessee's sublease with the Tenants in Common.

Section 3.5. Subordination to Lender. The Issuer acknowledges that the Tenants in Common may grant a Mortgage, Leasehold Mortgage, and/or other security on Project 1 to a lender (each, a "**Mortgagee**") during the term of this Lease Agreement. The Issuer agrees that in such case this Lease Agreement shall be subject to, and subordinate to, any such Mortgage or Leasehold Mortgage, and that the Mortgagee shall not be required to grant any rights of nondisturbance with respect to this Lease Agreement. Upon the request of the Tenants in Common and at Tenants in Common's sole cost and expense, the Issuer shall provide any additional reasonable documentation evidencing such subordination as required by the Mortgagee.

ARTICLE IV

PURCHASE, CONSTRUCTION, RENOVATION, INSTALLATION AND EQUIPPING OF THE PROJECT

Section 4.1. Issuance of the Bonds.

(a) In order to for the financing of the Project Costs, the Issuer agrees that it will issue, sell and cause to be delivered to the purchaser thereof the Bonds in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the Issuer. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Article and in the Indenture.

(b) The Issuer may authorize the issuance of Additional Bonds from time to time upon the terms and conditions provided in **Section 209** of the Indenture for the purposes described therein.

(c) If the Tenants in Common are not in default hereunder, the Issuer will, at the request of the Tenants in Common, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the Tenants in Common; provided that the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Tenants in Common; provided further that the Tenants in Common and the Issuer shall have entered into an amendment to this Lease Agreement to provide for rent in an amount at least sufficient to

pay principal and interest on the Additional Bonds when due and the Issuer shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

Section 4.2. Purchase, Construction, Renovation, Installation and Equipping of the Project.

The Issuer and the Tenants in Common agree that the Issuer will and the Tenants in Common as the agents of the Issuer shall, but solely from the Project Fund except as otherwise provided herein, acquire, purchase, construct, improve, furnish, equip and remodel Project 1 as follows:

(a) Concurrently with the execution of this Lease Agreement, the Issuer will acquire a leasehold interest in the Project Site and any Project Improvements and Project Equipment located on the Project Site.

(b) The Tenants in Common will, on behalf of the Issuer, acquire, purchase, construct, improve and remodel the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Tenants in Common may make minor changes in and to the construction contracts and the Plans and Specifications incorporated therein without the consent of the Issuer. The Tenants in Common shall notify the Issuer in writing of major changes. Major changes shall be any change that has an estimated cost (increase or decrease) of \$500,000. The Tenants in Common agree that the aforesaid acquisition, purchase, construction, improvement and remodeling will, with such changes and additions as may be made hereunder, result in a Project suitable for use by the Tenants in Common for their purposes, and that all real and personal property described therein is necessary in connection with Project 1.

(c) The Tenants in Common will, on behalf of the Issuer, purchase and install the Project Equipment in the Project Improvements or on the Project Site in accordance with the Plans and Specifications. The Issuer and the Tenants in Common recognize that the Project Equipment is subject to change during the construction period and thereafter pursuant to the provisions of this Lease Agreement, and agree that the definitive list of the Project Equipment shall be the list maintained by the Trustee pursuant to **Section 10.8** of this Lease Agreement.

(d) The Tenants in Common agrees that they will use their best efforts to cause the acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of Project 1 to be completed as soon as practicable with all reasonable dispatch. In the event such acquisition, purchase, construction, improvement, furnishing, equipping and remodeling commences prior to the receipt of proceeds from the sale of the Bonds, the Tenants in Common agree to advance all funds necessary for such purpose. The Tenants in Common may seek reimbursement for all such funds advanced.

Section 4.3. Project Costs. The term Project Costs shall have the meaning set forth in the Indenture.

The Issuer hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The proceeds of the Bonds shall only be used to pay for Project Costs that are part of Project 1.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture. The Issuer hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit D**, signed by an Authorized Tenants in Common Representative:

(a) requesting payment of a specified amount of such funds and directing to whom such amount shall be paid (whose name and address shall be stated);

(b) describing in reasonable detail each item of Project Costs for which payment is being requested;

(c) stating that each item for which payment is requested is or was necessary and appropriate in connection with the purchase, acquisition, construction, improvement, furnishing, equipping or remodeling of Project 1, has been properly incurred and is a proper charge against the Project Fund, that the amount requested either has been paid, or is justly due, and has not been the basis of any previous requisition from the Project Fund; and

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of their knowledge there are no outstanding statements which are then due and payable for labor, wages, materials, supplies or services in connection with the purchase, acquisition, construction, improving, furnishing, equipping or remodeling of Project 1 which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or other similar lien upon Project 1 or any part thereof, or setting out (i) all disputed statements and the reason for such disputes, and (ii) all statements in process but not yet presented to the Trustee for payment.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. In addition, the Project Costs may be paid or deemed to be paid in such manner as provided by the Trustee upon receipt of any such certificate.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized TIC Representative stating (a) that the acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of Project 1 has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the acquisition, purchase, construction, improvement, furnishing, equipping and remodeling of Project 1 have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Tenants in Common, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate, or which may subsequently come into being. The Tenants in Common and the Issuer agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Tenants in Common solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Tenants in Common, to the purchase of Bonds, to the extent practical, pursuant to the appropriate written instructions of the Tenants in Common, at such earlier date or dates as the Tenants in Common may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete Project 1 lien free, the Tenants in Common shall pay, in cash, the full amount of any such deficiency by

making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Tenants in Common shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Tenants in Common covenants and agrees to pay to the Trustee in same day funds for the account of the Issuer during this Lease Term, on or before 11:00 a.m., Trustee's local time, on each Interest Payment Date, as Basic Rent for the Project Site, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Interest Payment Date, shall be equal to the amount payable on such payment date as principal of the Bonds and the interest thereon as provided in the Indenture. Each Tenant in Common shall be responsible only for their proportionate share of any obligations hereunder. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease Agreement and the Indenture. In the event the Authorized TIC Representative is the sole Bondowner, then the Tenants in Common may set-off their obligation to the Issuer as lessee under this Lease Agreement against the Issuer's obligations to the Authorized TIC Representative as Bondowner under the Indenture. The Trustee may conclusively rely on the absence of any notice from the Tenants in Common to the contrary as evidence that such set-off has occurred. Subject to the other provisions of this Lease Agreement and the Indenture, at any time that the Authorized TIC Representative is the sole Bondowner, the Tenants in Common may, at their option, make payments of Basic Rent, including prepayment of Basic Rent: (i) by tendering a portion of the principal amount of the Bonds equal to such principal payment thereon to the Trustee for cancellation, or (ii) via transaction entry on the trust records held by the Trustee and the Paying Agent without requiring the Tenants in Common to wire or otherwise transfer any moneys to such Owner or the Trustee.

Section 5.2. Additional Rent. The Tenants in Common shall pay as Additional Rent the following amounts:

(a) all reasonable fees, charges and expenses, including, without limitation, agent and counsel fees and expenses, of the Trustee and the Paying Agent incurred under the Indenture, the Lease Agreement or any other document entered into in connection with the Bonds, as and when the same become due;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all fees, costs, charges and expenses reasonably incurred in connection with the enforcement of any rights against the Tenants in Common or Project 1 under this Lease Agreement or the Indenture by the Issuer, the Trustee or the Bondowners, except for such expenses as may be incurred solely as a result of the negligence or wrongful misconduct of the Issuer, the Trustee or both;

(d) an amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer hereunder and in connection with the performance of their obligations under this Lease Agreement, the Indenture or the PILOT Agreement;

(e) all amounts payable under the PILOT Agreement;

- (f) all annual fees of the Issuer or the Kansas Board of Tax Appeals; and
- (g) all other payments of whatever nature which the Tenants in Common have agreed to pay or assume under the provisions of this Lease Agreement, the Indenture or any other document entered into in connection with the Bonds.

Section 5.3. Obligations of Tenants in Common Absolute and Unconditional.

(a) The obligations of the Tenants in Common under this Lease Agreement to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of their other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether Project 1 shall have been started or completed, or whether the Issuer's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, Project 1 or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of Project 1, legal curtailment of the Tenants in Common's use thereof, the eviction or constructive eviction of the Tenants in Common, any change in the tax or other laws of the United States of America, the State of Kansas or any political subdivision thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer, and regardless of the invalidity of any portion of this Lease Agreement. Notwithstanding any other provisions herein, each Tenant in Common shall be responsible only for their proportionate share of obligations hereunder.

(b) Nothing in this Lease Agreement shall be construed to release the Issuer from the performance of any agreement on its part herein contained or as a waiver by the Tenants in Common of any rights or claims the Tenants in Common may have against the Issuer under this Lease Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Lease Agreement that the Tenants in Common shall be unconditionally and absolutely obligated to perform fully all of their obligations, agreements and covenants under this Lease Agreement (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners. The Tenants in Common may, however, at their own cost and expense and in their own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which the Tenants in Common deems reasonably necessary in order to secure or protect their right of possession, occupancy and use hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Tenants in Common and to take all action necessary to effect the substitution of the Tenants in Common for the Issuer in any such action or proceeding if the Tenants in Common shall so request.

Section 5.4. Prepayment of Basic Rent. The Tenants in Common may at any time prepay all or any part of the Basic Rent provided for hereunder. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Tenants in Common shall not be obligated to make payments of Basic Rent under the provisions of this Lease Agreement.

Section 5.5. Redemption of Bonds. The Issuer and the Trustee, at the written direction of the Tenants in Common, at any time the aggregate moneys in the Bond Fund are sufficient for such purposes or Bonds have been submitted in satisfaction thereof, shall (a) if the same are then redeemable under the provision of **Article III** of the Indenture, take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect the redemption of all or such part of the then Outstanding Bonds as may be specified by the Tenants in Common, on such redemption date as may be specified by the

Tenants in Common or (b) cause such moneys in the Bond Fund or such part thereof as the Tenants in Common shall direct, to be applied by the Trustee, to the extent practical, pursuant to the appropriate written instructions of the Tenants in Common, for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof, or (c) a combination of (a) and (b) as provided in such direction.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Tenants in Common shall, at their own expense, keep Project 1 in as reasonably safe condition as the operation thereof will permit, and keep Project 1 in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) The Tenants in Common shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against Project 1, or any part thereof or interest therein (including the leasehold estate of the Tenants in Common therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Tenants in Common, or the income therefrom or Basic Rent and other amounts payable under this Lease Agreement, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would materially impair the security of the Bonds or materially encumber the Issuer's leasehold interest in Project 1; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Tenants in Common shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Tenants in Common shall have the right, in their own name or in the Issuer's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Tenants in Common are required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Tenants in Common, before instituting any such contest, give the Issuer and the Trustee written notice of their intention so to do, (2) the Tenants in Common diligently prosecute any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Tenants in Common promptly pay any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The Issuer agrees to cooperate fully with the Tenants in Common in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Tenants in Common shall hold the Issuer and the Trustee whole and harmless from any reasonable costs and expenses the Issuer may incur related to any of the above.

Section 6.3. Utilities. All utilities and utility services used by the Tenants in Common in, on or about Project 1 shall be paid for by the Tenants in Common and shall be contracted for by the Tenants in Common in the Tenants in Common's own names, and the Tenants in Common shall, at their sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Kansas Retailers' Sales Tax. The parties have entered into this Lease Agreement in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with acquisition, purchase, construction, improving, furnishing, equipping or remodeling of Project 1 are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Tenants in Common's assistance, promptly obtain from the State and furnish to the contractors and suppliers an exemption certificate for the acquisition, purchase, construction, improving, furnishing, equipping or remodeling of Project 1. The Tenants in Common covenant that said exemption shall be used only in connection with the purchase of tangible personal property or services becoming a part of Project 1.

Section 6.5. Ad Valorem Taxes. Notwithstanding any provisions herein to the contrary, the Issuer and the Tenants in Common acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property purchased, acquired, constructed, reconstructed, improved, equipped, furnished, repaired, enlarged or remodeled with the proceeds of the Bonds shall be entitled to exemption from general ad valorem taxes (other than special assessments levied on account of special benefits and taxes that may not be abated by the Issuer under Kansas law) on real and personal property, other than inventory for a period of ten (10) calendar years after the calendar year in which the Bonds are issued, provided proper application is made therefor. The Issuer covenants that it will not voluntarily take any action which may be reasonably construed as tending to cause or induce the levy or assessment of such ad valorem taxes on Project 1 so long as any of the Bonds are Outstanding and unpaid or for said ten (10) year period, whichever shall be the shorter time, and at the Tenants in Common's request, fully cooperate with the Tenants in Common in all reasonable ways to prevent any such levy or assessment. The Issuer shall prepare for execution by the Tenants in Common and the Tenants in Common shall timely file the Application for Exemption to effect the property tax abatement described in K.S.A. 79-201a and the Issuer agrees to fully cooperate with the Tenants in Common in connection with such Application for Exemption. The Tenants in Common agree to pay any such levies or assessments that are lawful on Project 1.

Section 6.6. Payment in Lieu of Taxes. The Tenants in Common agree that, during each year Project 1 is exempt from ad valorem taxes by reason thereof, the Tenants in Common will make a payment in lieu of taxes to the Issuer in the amounts and at the times set forth in the PILOT Agreement providing for payments in lieu of such ad valorem taxes.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

Section 7.1. Insurance. The Tenants in Common shall maintain, or cause to be maintained at their sole cost and expense, insurance with respect to their property, the operation thereof and their business against such casualties, contingencies and risks (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in amounts not less than is customary and adequate in the case of organizations engaged in the same or similar activities and similarly situated and as is adequate to protect their property and operations. The amount and deductible provisions for the general liability insurance shall be subject to approval by the Issuer. The Tenants in Common shall annually review the insurance they maintain pursuant hereto as to whether such insurance is customary and adequate. The Tenants in Common's property insurance policy with respect to Project 1 shall name the Issuer as an additional insured, and shall name the Trustee as a loss payee thereunder. The Tenants in Common's general liability policy shall name each of the Issuer and the Trustee as an additional insured.

All such insurance shall be maintained with responsible insurance carriers. Each policy or other contract for such insurance under which the Issuer or Trustee is named an additional insured or loss payee shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least ten (10) days after written notice of cancellation to the Tenants in Common, the Trustee, and the Issuer.

The Tenants in Common shall deposit with the Trustee and Issuer, at the closing of the Bonds, and annually on December 1, a certificate or certificates of the respective insurers stating that such insurance is in force and effect. In lieu of separate policies, the Tenants in Common may maintain a single policy, blanket or umbrella policies, or a combination thereof, in which event the Tenants in Common shall deposit with the Bond Trustee a certificate or certificates of the respective insurers as to the amount of coverage in force upon the property of the Tenants in Common.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements of the Project. The Tenants in Common shall have and are hereby given the right, at their sole cost and expense, to make such additions, modifications and improvements in and to any part of Project 1 as the Tenants in Common from time to time may deem necessary or desirable for business purposes. All additions, modifications and improvements made by the Tenants in Common pursuant to the authority of this Section shall (a) be made in workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of Project 1; provided, however, that additions of machinery and equipment installed in Project 1 by the Tenants in Common not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of Project Equipment under **Section 8.2** hereof shall remain the property of the Tenants in Common and may be removed by the Tenants in Common.

Section 8.2. Removal of Project Equipment. The Tenants in Common shall cause Project 1 and all of its property used or useful in the conduct of its business and operations to be maintained, preserved and kept in good repair and working order and condition and in as safe condition as its operations will permit and will make all repairs, renewals, replacements and improvements thereof necessary for the efficient and advantageous conduct of its business and operations. Nothing in this Section shall obligate the Tenants in Common to preserve, repair, renew or replace any element or unit of Project 1 or any of its property no longer used or no longer useful in the conduct of its business, or prevent the Tenants in Common from discontinuing the operation of any element or unit of Project 1 or any of its property or from removing or demolishing any building or buildings, if in their judgment (evidenced, in the case of such a cessation other than in the ordinary course of business, by a determination by their governing boards) such discontinuance is desirable in the conduct of their business and not disadvantageous in any material respect to the owners of the Bonds. The Tenants in Common may make additions, alterations and changes to Project 1 or its property so long as such additions, alterations and changes are made in compliance with the provisions of this Lease Agreement and will not result in a violation of the provisions of this Lease Agreement, and the Tenants in Common may dispose of any property as permitted by this Lease Agreement.

Section 8.3. Additional Improvements on the Project Site. The Tenants in Common shall have and is hereby given the right, at their sole cost and expense, to construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Tenants in Common from time to time may deem necessary or desirable for their business purposes. All additional buildings and improvements constructed on the Project Site by the Tenants in Common pursuant

to the authority of this Section shall, during the life of this Lease Agreement, remain the property of the Tenants in Common and may be added to, altered or razed and removed by the Tenants in Common at any time. The Tenants in Common covenant and agree (a) to make any repairs and restorations required to be made to Project 1 because of the construction of, addition to, alteration or removal of said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove in a good and workmanlike manner, or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty.

Section 8.4. Permits and Authorizations. The Tenants in Common shall not do or permit others under its control to do any work on Project 1 related to any repair, rebuilding, restoration, replacement, modification or addition to Project 1, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The Issuer agrees not to charge the Tenants in Common any fees for any such permits or authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.5. Mechanics' Liens.

(a) Neither the Issuer nor the Tenants in Common shall do or suffer anything to be done whereby Project 1, or any part thereof, may be encumbered by any mechanics' or other similar lien. Whenever and as often as any mechanics' or other similar lien is filed against Project 1, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about Project 1, the Tenants in Common shall discharge the same of record within 90 days after the date of filing. Notice is hereby given that the Issuer shall not be liable for any labor or materials furnished the Tenants in Common or anyone claiming by, through or under the Tenants in Common upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to Project 1 or any part thereof.

(b) Notwithstanding paragraph (a) above, the Tenants in Common shall have the right to contest any such mechanics' or other similar lien if within said 90-day period stated above they notify the Issuer and the Trustee in writing of their intention so to do, and provided the Tenants in Common diligently prosecute such contest, at all times effectively stays or prevents any official or judicial sale of Project 1, or any part thereof or interest therein, under execution or otherwise, and pays or otherwise satisfies any final judgment enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof. The Tenants in Common shall hold the Issuer and the Trustee whole and harmless from any loss, costs or expenses the Issuer may incur related to any such contest. The Issuer shall cooperate fully with the Tenants in Common in any such contest.

Section 8.6. Option to Purchase Unimproved Portions of the Project Site. The Issuer hereby grants to the Tenants in Common the right at any time and from time to time to purchase any unimproved portion or portions of the Project Site. For the purposes of this Section "unimproved" shall mean real property upon which no improvements are located, excluding improvements relating to streets, sidewalks, bridges, stormwater, grading, utility or other similar improvements. As conditions to such purchase the Issuer and the Trustee shall receive from the Tenants in Common at least 30 days prior to the proposed date for completing the purchase the following (1) a written certificate from the Tenants in Common to the effect (i) that the Tenants in Common desire to purchase an unimproved portion of the Project Site, (ii) the proposed date for completing the purchase, and (iii) that the Tenants in Common is not in default under any of the provisions of this Lease Agreement or the Indenture, (2) providing the Issuer and the Trustee with an

adequate legal description of that portion (together with the interest in such portion) of the property to be purchased and a copy of a title commitment with respect to such property, (3) a certificate of an independent engineer or surveyor, dated not more than 30 days prior to the date of the request stating that, in the opinion of the person signing such certificate, (i) the unimproved portion of the Project Site is unimproved within the definition contained in this Section (ii) the unimproved portion of the Project Site so proposed to be purchased is not needed for the operation of Project 1, and (iii) the proposed purchase will not impair the usefulness of Project 1 for its intended purposes and will not destroy the means of ingress thereto and egress therefrom, and (4) the written consent of the Owners of all of the Bonds.

The purchase price for such unimproved portion of the Project Site shall be determined by the Owners of all of the Bonds and shall be received in writing by the Issuer and the Trustee at least 10 days prior to the proposed date for completing the purchase. Such purchase price shall be paid to the Trustee at the time the Issuer executes and delivers a release from the Base Lease Agreement and this Lease Agreement of the property which is to be purchased to the Tenants in Common. The Trustee shall deposit such amount (if any) into the Bond Fund. If such amount is more than \$1,000, such amount shall be used by the Trustee to redeem Bonds in accordance with **Section 302(a)** of the Indenture. If such amount is \$1,000 or less the Trustee shall apply such amount to the next interest payment on the Bonds.

Upon the Issuer's receipt of written notice from the Trustee that the Trustee has received all of the items required by this Section, any duly authorized officers of the Issuer shall execute the necessary documents to release such property from the Base Lease Agreement and Lease Agreement.

Upon any purchase of portions of the Project Site pursuant to this Section, the portions of the Project Site so purchased shall no longer be entitled to the benefits of the PILOT Agreement.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage, Destruction and Condemnation. In the event of damage to or destruction of Project 1, or any portion thereof, resulting from fire or other casualty, or in the event Project 1, or any portion thereof, is condemned or taken for any public or quasi-public use or title thereto is found to be deficient, the Net Proceeds of such insurance, condemnation, or taking shall be paid directly to the Tenants in Common.

The Tenants in Common shall promptly notify the Issuer in writing as to the nature and extent of such damage, loss or condemnation and whether it is practicable or desirable to rebuild, repair, restore or replace such damage or loss or acquire or construct substitute improvements. If the Tenants in Common shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, to the extent permitted by law, the Tenants in Common will forthwith replace, repair, reconstruct or restore Project 1 to substantially the same or an improved condition or utility value as existed prior to the event affecting Project 1 and will to the extent necessary apply the Net Proceeds received by the Tenants in Common to the payment or reimbursement of the costs of such replacement, repair, reconstruction or restoration. Any remaining balance not required for said purpose shall be retained by the Tenants in Common. If the Tenants in Common shall determine that rebuilding, repairing, restoring or replacing Project 1 is not practicable and desirable, any Net Proceeds received with respect to any such damage, loss or condemnation to Project 1 shall be paid or applied as required by the holder of the Mortgage, if any. The Tenants in Common agree that they shall be reasonable in exercising their judgment pursuant to this Article.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the Issuer; Exculpation and Indemnification. The Issuer makes no warranty, either express or implied, as to the condition of Project 1 or that it will be suitable for the Tenants in Common's purposes or needs. The Tenants in Common release the Issuer from, agrees that the Issuer shall not be liable for and agrees to hold the Issuer harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to Project 1 or the use thereof; unless such loss is the result of the Issuer's gross negligence or willful misconduct.

Section 10.2. Surrender of Possession. Upon accrual of the Issuer's right of re-entry because of the Tenants in Common's default hereunder or upon the cancellation or termination of this Lease Agreement for any reason other than the Tenants in Common's purchase of Project 1 pursuant to **Article XI** hereof, the Tenants in Common shall peacefully surrender possession of Project 1 to the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenants in Common shall have the right within 90 days (or such later date as the Issuer may agree to) after the termination of this Lease Agreement to remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Tenants in Common and not constituting part of Project 1. All repairs to and restorations of Project 1 required to be made because of such removal shall be made by and at the sole cost and expense of the Tenants in Common, and during said 90-day (or extended) period the Tenants in Common shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Tenants in Common and which are not so removed from Project 1 prior to the expiration of said period shall be the separate and absolute property of the Issuer.

Section 10.3. Issuer's Right of Access to the Project. The Tenants in Common agree that the Issuer and the Trustee and their duly authorized agents shall have the right to enter upon the Project Site after delivering written notice to the Tenants in Common (a) as may be reasonably necessary to cause to be completed the acquisition, purchase, construction, improving, equipping or remodeling provided for in **Section 4.2** hereof, (b) to perform such work in and about Project 1 made necessary by reason of the Tenants in Common's default under any of the provisions of this Lease Agreement, (c) to inspect Project 1 for compliance with the Issuer's building, fire and zoning codes, and (d) following an Event of Default, to exhibit Project 1 to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages.

(a) If no Event of Default under this Lease Agreement shall have happened and be continuing, the Tenants in Common may at any time or times (1) grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of Project 1, or part thereof, by the grantee, (2) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenants in Common shall determine, or (3) incur Permitted Encumbrances. The Issuer agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer and the Trustee of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by an Authorized TIC Representative requesting such instrument, and (iii) a certificate executed by an Authorized TIC Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Tenants in Common, will not impair the effective use or interfere with the efficient

and economical operation of Project 1, and will not materially adversely affect the security intended to be given by or under the Indenture. If the instrument of grant shall provide that any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Trustee under this Lease Agreement and the Indenture and shall not be affected by any termination of this Lease Agreement or default on the part of the Tenants in Common hereunder then such easement shall not have any effect whatsoever without the written consent of the Issuer. If no Event of Default shall have happened and be continuing beyond any applicable grace period, any payments or other consideration received by the Tenants in Common for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenants in Common, but, in the event of the termination of this Lease Agreement or during the continuation of an Event of Default, all rights then existing of the Tenants in Common with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer and the Trustee.

(b) The Tenants in Common may mortgage the leasehold estate created by this Lease Agreement without the Issuer's consent, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such leasehold mortgage, and the note or other obligation secured thereby, is delivered to the Issuer and the Trustee within thirty (30) days after the execution thereof.

(c) Notwithstanding anything contained to the contrary in this Lease Agreement, (a) the Tenants in Common shall have the right to assign this Lease Agreement and any subleases to any Mortgagee or to the designee or nominee of such Mortgagee, without the consent of the Issuer, and (b) if the Mortgagee or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of such Mortgage or Leasehold Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, the Mortgagee or its designee or nominee shall have the further right to further assign this Lease Agreement and any subleases and any purchase money mortgage accepted in connection therewith, without the consent of the Issuer and such assignee shall enjoy all rights, powers and privileges granted herein to Mortgagees.

(d) If (1) the Tenants in Common shall execute and deliver a Leasehold Mortgage, and (2) the provisions and conditions of subsection (b) above shall have been fully complied with and observed with respect to such Leasehold Mortgage, and (3) the Tenants in Common or the mortgagee under such Leasehold Mortgage shall have notified the Issuer in writing of the making thereof and of the name and address of such Leasehold Mortgage; then:

(i) this Lease Agreement may not be modified, amended, canceled or surrendered by agreement between the Issuer and the Tenants in Common, without the prior written consent of such leasehold mortgagee;

(ii) there shall be no merger of this Lease Agreement or of the leasehold estate created hereby with the fee title to Project 1, notwithstanding that this Lease Agreement or said leasehold estate and said fee title shall be owned by the same person or persons, without the prior written consent of such leasehold mortgagee;

(iii) the Issuer shall serve upon each such leasehold mortgagee a copy of each notice of default and each notice of termination given to the Tenants in Common under this Lease Agreement, at the same time as such notice is served upon the Tenants in Common. No such notice to the Tenants in Common shall be effective unless a copy thereof is thus served upon each leasehold mortgagee;

(iv) each leasehold mortgagee shall have the same period of time after the service of such notice upon it within which the Tenants in Common may remedy or cause to be remedied the default which is the basis of the notice plus twenty (20) days; and the Issuer shall accept performance by such leasehold mortgagee as timely performance by the Tenants in Common;

(v) such leasehold mortgagee shall not be required to continue possession or continue foreclosure proceedings under paragraph (vii) of this subsection if the particular default has been cured;

(vi) the Issuer may exercise any of its rights or remedies with respect to any other default by the Tenants in Common occurring during the period of such forbearance provided for under said paragraph (vii), subject to the rights of the leasehold mortgagee under this Section as to such other defaults;

(vii) in case of default by the Tenants in Common under this Lease Agreement, other than a default in the payment of money, the Issuer shall take no action to effect a termination of this Lease Agreement by service of a notice or otherwise, without first giving to such leasehold mortgagee a reasonable time within which either to obtain possession of Project 1 and to remedy such default in the case of a default which is susceptible of being cured when such leasehold mortgagee has obtained possession of Project 1, or to institute and with reasonable diligence to complete foreclosure proceedings or otherwise acquire the Tenants in Common's leasehold estate under this Lease Agreement in the case of a default which is not so susceptible of being remedied by such leasehold mortgagee, provided that the leasehold mortgagee shall deliver to the Issuer within thirty (30) days after the expiration of the grace period applicable to the particular default, an instrument unconditionally agreeing to remedy such default other than a default not susceptible of being remedied by such leasehold mortgagee. The Issuer's right to terminate this Lease Agreement by reason of a default which is not susceptible of being remedied by such leasehold mortgagee shall end with respect to such default when the leasehold mortgagee obtains possession of Project 1 as aforesaid, which possession shall be deemed to include possession by a receiver;

(viii) if this Lease Agreement shall terminate prior to the expiration of the Lease Term, the Issuer shall enter into a new lease for Project 1 with any such leasehold mortgagee, or its designee or nominee, for the remainder of the term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of Project 1 to the new tenant as against the Tenants in Common and/or anyone claiming under the Tenants in Common, and the Issuer, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the Issuer under the Lease Agreement on behalf of the Tenants in Common, on condition that:

(A) such leasehold mortgagee shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, such leasehold mortgagee shall cure all defaults of the Tenants in Common under the Lease Agreement (susceptible of being cured by such leasehold mortgagee) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease Agreement but for such termination, and shall pay or cause to be paid to the Issuer on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the Issuer

or the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease;

(ix) if such leasehold mortgagee or its designee or nominee shall become the owner of this Lease Agreement either following foreclosure of such leasehold mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and such leasehold mortgagee or its designee or nominee shall have assigned this Lease Agreement, such leasehold mortgagee or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

If more than one leasehold mortgagee shall request such new lease, such new lease shall be made with and delivered to the leasehold mortgagee (or its nominee or designee) whose mortgage is prior in lien to those of any others. The opinion of a reputable title insurance company, licensed to insure title to real property in the State of Kansas, setting forth the order of priority of such mortgage liens, may be relied on by the Issuer and the Trustee as conclusive evidence of such priority.

Section 10.5. Indemnification of Issuer and Trustee. The Tenants in Common shall indemnify and save the Issuer and the Trustee harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, attorney's fees and expenses) by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, Project 1 during the Lease Term, and against and from all claims, losses, liabilities, damages, costs and expenses (including, without limitation, attorney's fees and expenses) arising during the Lease Term from (a) any condition of Project 1 caused by the Tenants in Common, (b) any breach or default on the part of the Tenants in Common in the performance of any of their obligations under this Lease Agreement, (c) any contract entered into in by the Tenants in Common or their sublessee, if any, in connection with the acquisition, purchase, construction, improving, equipping or remodeling of Project 1, (d) any act of negligence of the Tenants in Common or of any of their agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee or sublessee of the Tenants in Common, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Tenants in Common; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the Issuer if (i) such claim is the result of work being performed at Project 1 by employees of the Issuer, or (ii) such claim is the result of the Issuer's negligence or willful misconduct. The Tenants in Common shall indemnify and save the Issuer and the Trustee harmless from and against all costs and expenses, including, without limitation, attorney's fees and expenses, (except those which have arisen from the willful misconduct or negligence of the Issuer or the Trustee) incurred in or in connection with any action or proceeding brought in connection with claims arising from circumstances described in clauses (a) through (e), and upon notice from the Issuer or the Trustee, the Tenants in Common shall defend them or either of them in any such action or proceeding.

The Tenants in Common agree to indemnify and reimburse the Issuer and the Trustee, and their respective members, directors, officers, employees, agents, attorneys, successors and assigns for any liability, loss, damage, expense or cost, including, without limitation, attorney's fees and expenses, arising out of or incurred by the Issuer or the Trustee or their respective members, directors, officers, employees, agents, attorneys, successors and assigns, which is the result of any liability, loss, damage, expense or cost sustained as a result of any failure to comply any law, statute, ordinance, rule, code, order or regulation, whether federal, state or local, relating to environmental protection, environmental contamination and the cleanup thereof, asbestos, underground storage tanks and other environmental matters ("**Environmental Laws**") or of there being located in, on or about the Project Site or Project 1 any hazardous, dangerous, or toxic pollutants, wastes or chemicals, together with attorney's fees and expenses incurred in connection with the defense of any action against the Issuer or the Trustee arising out of the above. The Tenants in Common represent and warrant to the Issuer and the Trustee that the Project Site and Project 1 and their

respective prior and existing uses have at all times complied with and will comply with all Environmental Laws. The Tenants in Common shall promptly and diligently take or cause to be taken all actions necessary to cure any noncompliance with any Environmental Law and shall be solely responsible for any violation by it, its employees or agents of any Environmental Laws, and the Tenants in Common further agrees that they will take all necessary action to clean-up, eliminate or contain any environmental contamination, including contamination caused by any previous owner of Project 1 or the Project Site, and will pay in full all costs and expenses associated with such action.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The Issuer agrees that any depreciation, investment tax credit or any other tax benefits with respect to Project 1 or any part thereof shall be made available to the Tenants in Common, and the Issuer will fully cooperate with the Tenants in Common in any effort by the Tenants in Common to avail themselves of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Tenants in Common to Maintain Corporate Existence. Each Tenant in Common agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that a Tenant in Common may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation expressly assumes in writing all the obligations of the Tenant in Common contained in this Lease Agreement and the PILOT Agreement.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the Issuer and the Tenants in Common agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the Issuer and the Trustee in Project 1. Upon the written instructions of the Owner of the Bonds, the Trustee shall file, at the expense of the Tenants in Common, all instruments the Owner of the Bonds shall deem necessary to be filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The Issuer and the Tenants in Common shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens. The Trustee shall, at the expense of the Tenants in Common, maintain a file showing a description of all Project Equipment, said file to be compiled from the certificates furnished to the Trustee pursuant to **Section 4.4** and **Section 8.2** hereof.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Tenants in Common shall have, and are hereby granted, the option to purchase Project 1 at any time, prior to the expiration of the Lease Term upon payment in full of all Bonds then Outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Tenants in Common shall give written notice to the Issuer and to the Trustee, if any, of the Bonds as shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 30 nor more than 180 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture the Tenants in Common shall make arrangements satisfactory to the Trustee for the giving of the

required notice of redemption. The purchase price payable by the Tenants in Common in the event of their exercise of the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus
- (b) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (c) an amount of money equal to the Issuer's costs, expenses, including reasonable attorney's fees, related to conveying Project 1 to the Tenants in Common; plus
- (d) the sum of \$100.

Section 11.2. Conveyance of the Project. At the closing of the purchase of Project 1 pursuant to this Article, the Issuer will upon receipt of the purchase price deliver to the Tenants in Common the following:

- (a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of Project 1 from the lien and/or security interest of the Indenture.
- (b) Documents terminating the Base Lease Agreement and Lease Agreement.

The Authorized Issuer Representative is authorized to execute any and all documents necessary under this Section without any further action from the governing body of the Issuer.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase Project 1 granted to the Tenants in Common in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Tenants in Common is in default under this Lease Agreement, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease Agreement.

Section 11.4. Obligation to Purchase the Project. The Tenants in Common hereby agree to purchase, and the Issuer hereby agrees to sell, Project 1 for the sum of \$100 at the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof and all other fees, charges and expenses having been made in accordance with the provisions of the Indenture, this Lease Agreement and all other documents entered into with respect to the Bonds.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease Agreement:

(a) Default in the due and punctual payment of Basic Rent or Additional Rent for a period of ten (10) days following written notice to the Tenants in Common by the Issuer or the Trustee; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease Agreement on the Tenants in Common's part or parts to be observed or performed, and such default shall continue for 60 days after the Issuer or the Trustee has given the Tenants in Common written notice specifying such default (or such longer period as shall be reasonably required by the Tenants in Common to cure such default; provided that (1) the Tenants in Common have commenced such cure within said 60-day period, and (2) the Tenants in Common diligently prosecute such cure to completion); or

(c) Any of the Tenants in Common shall: (1) admit in writing its inability to pay its debts as they become due; or (2) file a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or file a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consent to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have the appointment of any trustee, receiver or liquidator made without the Tenant in Common's consent or acquiescence, vacated or set aside; or (5) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) be subject to any proceeding, or suffer the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, shall not be dismissed, vacated, denied, set aside or stayed within 60 days after the day of entry or commencement; or (7) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The Tenants in Common shall vacate or abandon Project 1, or shall have been ejected from Project 1 or any portion thereof by reason of a defect in title to Project 1, and the same shall remain uncared for and unoccupied for a period of 60 days; or

(e) The occurrence and continuance of a default by the Tenants in Common under the PILOT Agreement following any applicable notice and grace period provided therein.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof shall have occurred and be continuing, then the Issuer may at the Issuer's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease Agreement in the Indenture), then or at any time thereafter, and while such Event of Default shall continue, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease Agreement to become due and payable, as provided in the Indenture;

(b) give the Tenants in Common written notice of intention to terminate this Lease Agreement on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Tenants in Common's rights to possession of Project 1 shall cease and this Lease Agreement shall thereupon be terminated, and the Issuer may re-enter and take possession of Project 1; or

(c) without terminating this Lease Agreement, re-enter Project 1 to take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of Project 1 without terminating this Lease Agreement, the Issuer shall use reasonable diligence to relet Project 1, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as the Issuer may deem advisable, with the right to make alterations and repairs to Project 1, and no such re-entry or taking of possession of Project 1 by the Issuer shall be construed as an election on the Issuer's part to terminate this Lease Agreement, and no such re-entry or taking of possession by the Issuer shall relieve the Tenants in Common of their obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or any of their other obligations under this Lease Agreement, all of which shall survive such re-entry or taking of possession, and the Tenants in Common shall continue to pay the Basic Rent and Additional Rent provided for in this Lease Agreement until the end of this Lease Term, whether or not Project 1 shall have been relet, less the net revenues, if any, of any reletting of Project 1 after deducting all of the Issuer's reasonable expenses in or in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation for reletting. Said net revenues of any reletting shall be deposited in the Bond Fund. Having elected to re-enter or take possession of Project 1 without terminating this Lease Agreement, the Issuer may (subject, however, to any restrictions against termination of this Lease Agreement in the Indenture), by notice to the Tenants in Common given at any time thereafter following an Event of Default, elect to terminate this Lease Agreement on a date to be specified in such notice, which date shall be not earlier than 30 days after re-entry under (b) above, and if all defaults shall not have then been cured, on the date so specified this Lease Agreement shall thereupon be terminated. If in accordance with any of the foregoing provisions of this Article the Issuer shall have the right to elect to re-enter and take possession of Project 1, the Issuer may enter and expel the Tenants in Common and those claiming through or under the Tenants in Common and remove the property and effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant. The Issuer may take whatever action at law or in equity which may appear necessary or desirable to collect rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Tenants in Common under this Lease Agreement.

Section 12.3. Survival of Obligations. The Tenants in Common covenants and agrees with the Issuer and Bondowners that their obligations under this Lease Agreement shall survive the cancellation and termination of this Lease Agreement, for any cause, and that the Tenants in Common shall continue to pay the Basic Rent and Additional Rent and perform all other obligations provided for in this Lease Agreement, all at the time or times provided in this Lease Agreement; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, the Tenants in Common's obligation under this Lease Agreement shall thereupon cease and terminate in full.

Section 12.4. Limitation of Liability and Indemnity. Notwithstanding anything contained to the contrary in this Lease Agreement, it is agreed that the Issuer will look only to the Tenants in Common's interest in and to Project 1 and any sublease with respect thereto for the collection of any judgment (or other judicial process) requiring the payment of money by the Tenants in Common in the event of a breach or default under this Lease Agreement by the Tenants in Common, and no other property or assets of the

Tenants in Common or their principals, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any such judgment (or other judicial process).

Section 12.5. Performance of the Tenants in Common's Obligations by the Issuer. If the Tenants in Common shall fail to keep or perform any of their obligations as provided in this Lease Agreement in the making of any payment or performance of any obligation, then the Issuer, or the Trustee in the Issuer's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Tenants in Common's part for 30 days after written notice of such failure is given the Tenants in Common by the Issuer or the Trustee, and without waiving or releasing the Tenants in Common from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the Issuer or the Trustee and all necessary incidental reasonable costs and expenses (including, without limitation, interest at the Trustee's prime rate plus 2% and attorney's fees and expenses) incurred by the Issuer or the Trustee in performing such obligations shall be deemed Additional Rent and shall be paid to the Issuer or the Trustee on demand, and if not so paid by the Tenants in Common, the Issuer or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Tenants in Common in the payment of Basic Rent.

Section 12.6. Rights and Remedies Cumulative. The rights and remedies reserved by the Issuer and the Tenants in Common hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Tenants in Common shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.7. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Tenants in Common of any covenant, agreement or undertaking by the Tenants in Common, the Issuer or the Trustee may nevertheless accept from the Tenants in Common any payment or payments hereunder without in any way waiving the Issuer's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Tenants in Common which were in existence at the time such payment or payments were accepted by the Issuer or the Trustee.

Section 12.8. Notice of Defaults Under Section 12.1; Opportunity to Cure Defaults.

(a) Anything herein to the contrary notwithstanding, no default specified in **Section 12.1(c)** through **(e)** shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Issuer, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Tenants in Common and the Tenants in Common shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if any such default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Tenants in Common within such period and diligently pursued until the default is corrected.

(b) Anything herein to the contrary notwithstanding, no default specified in **Section 12.1(b)** shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given (i) at any time the Authorized TIC Representative is the Owner of 100% in aggregate principal amount of all Bonds Outstanding, by the Issuer or Trustee, and (ii) at any time the Authorized TIC Representative is not the Owner of 100% in aggregate principal amount of all Bonds Outstanding, the

Issuer, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding, to the Tenants in Common and the Tenants in Common shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if any such default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Tenants in Common within such period and diligently pursued until the default is corrected.

(c) With regard to any alleged default concerning which notice is given to the Tenants in Common under the provisions of this Section, the Issuer hereby grants the Tenants in Common full authority for account of the Issuer to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Issuer, with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts in order to remedy such default.

Section 12.9. Trustee's Exercise of the Issuer's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the Issuer under this Article, upon notice as required of the Issuer unless the Issuer has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Tenants in Common shall have the right to assign, transfer, encumber or dispose of this Lease Agreement or any interest therein or part thereof, with the written consent of the governing body of the Issuer, for any lawful purpose under the Act; provided, however, the prior written consent of the governing body of the Issuer shall not be required if such assignee is an affiliate (an entity that the Tenants in Common controls, is controlled by, or is under common control with) of the Tenants in Common. Notwithstanding any other provision of this Section or other provision in this Lease Agreement, the sole requirement of the Tenants in Common with respect to an assignment to such an affiliate is to provide notice of such event within sixty (60) days thereafter to the Issuer. With respect to any other assignment, the Tenants in Common shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease Agreement and an assumption of all obligations of the Tenants in Common under the Base Lease Agreement and this Lease Agreement;

(3) A duplicate original of such assignment shall be delivered to the Issuer and the Trustee within ten (10) days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease Agreement on the part of the Tenants in Common to be performed and observed;

(4) At the time of any such assignment there shall be: (i) no damage or destruction to Project 1 which has not been repaired, restored and replaced in accordance with the provisions of this Lease Agreement, unless any funds then held by the Tenants in Common for the purposes of such repair, restoration and replacement are simultaneously transferred to the assignee and (ii) no unpaid taxes, assessments and similar charges under **Section 6.2** hereof and unpaid payments in lieu of taxes under the PILOT Agreement.

Upon the satisfaction of the conditions set forth herein, the assignor shall be relieved of all further liability occurring on and after the effective date of such assignment, provided that such assignment shall not relieve the assignor of its obligations pursuant to **Section 10.5**. The consent of the Issuer to any assignment, transfer, encumbrance or disposition described in this subsection (a) shall not be unreasonably withheld, delayed or conditioned.

(b) The Tenants in Common shall have the right, without the written consent of the Issuer but with notice to the Issuer and Trustee, to sublet all of Project 1 to a single entity for any lawful purpose under the Act. The Tenants in Common shall have the right, without the consent of the Issuer, to sublet any part of Project 1 to more than one entity in the ordinary course of their business for any lawful purpose under the Act. No sublease of Project 1 shall release or discharge the Tenants in Common from their primary liability for the payment of the Basic Rent and Additional Rent hereunder and the performance of each and all of the covenants and agreements herein contained, and their duties and obligations under this Lease Agreement shall continue as if no such sublease had been made. The Tenants in Common shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Tenants in Common's option, that the Issuer's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

If for any reason this Lease Agreement and the leasehold estate of the Tenants in Common hereunder is terminated by the Issuer by summary proceedings or otherwise in accordance with the terms of this Lease Agreement, the Issuer covenants and agrees that such termination of this Lease Agreement shall not result in a termination of any sublease affecting Project 1 or any part or parts thereof and that they shall all continue for the duration of their respective terms and any extensions thereof as a direct lease between the Issuer hereunder and the sublessee thereunder, with the same force and effect as if the Issuer hereunder had originally entered into such sublease as landlord thereunder. Any such sublessee shall not be named or joined in any action or proceeding by the Issuer under this Lease Agreement to recover possession of Project 1 or for any other relief if such sublessee is not then in default under the terms of its sublease beyond any applicable grace period for curing the same. The Issuer shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing in a form reasonably satisfactory to the Tenants in Common.

Any consent of the Issuer required by this subsection (b) shall not be unreasonably withheld, conditioned or delayed.

Section 13.2. Assignment of Revenues by Issuer. The Issuer shall assign and pledge any rents, revenues and receipts receivable under this Lease Agreement, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Tenants in Common hereby consent to such pledge and assignment.

Section 13.3. Assignment by Issuer. The Issuer may assign its interest in and pledge any moneys receivable under this Lease Agreement to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by Issuer. During this Lease Term, the Issuer agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, mortgage, transfer or convey Project 1 or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease Agreement or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer, the Trustee, the Tenants in Common or the Owners of the Bonds if the same is given or filed in the manner and at the addresses specified in the Indenture.

Section 15.2. Issuer Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease Agreement it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the Issuer shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease Agreement shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the Issuer and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, and (c) that if after the principal of and interest on the Bonds and all fees, expenses and costs incident to the payment of the Bonds have been paid in full the Trustee or the Issuer holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Tenants in Common under the terms of this Lease Agreement, and except as otherwise provided in this Lease Agreement and the Indenture, become the absolute property of and be paid over forthwith to the Tenants in Common.

Section 15.4. No Pecuniary Liability. No provision, covenant or agreement contained in this Lease Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon the general credit or taxing powers of the Issuer or the State of Kansas. Such limitation shall not apply to any liability or charge directly resulting from the Issuer's breach of any provision, covenant or agreement contained herein.

Section 15.5. Governing Law. This Lease Agreement shall be construed in accordance with and governed by the laws of Kansas.

Section 15.6. Binding Effect. This Lease Agreement shall be binding upon and shall inure to the benefit of the Issuer and the Tenants in Common and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. Satisfaction of Tenants in Common's Obligations. Any obligation of the Tenants in Common under this Lease Agreement, including, but not limited to, the obligations of the Tenants in Common to pay Basic Rent, Additional Rent and to maintain insurance pursuant to **Article VII**, may be performed by any of the Tenants in Common, and such performance by any Tenant in Common shall be treated as though the obligation were performed by the obligated Tenant in Common.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF BEL AIRE, KANSAS

[SEAL]

ATTEST:

By: _____
Jim Benage, Mayor

Melissa Krehbiel, City Clerk

TENANTS IN COMMON:

**ASPEN SUNFLOWER INDUSTRIAL I LLC,
a Tenant in Common**

By: _____
Name: _____
Title: Manager
Ownership Interest: 62.0%

**2 PATRIOTS INVESTMENTS II, LLC,
a Tenant in Common**

By: _____
Name: _____
Title: Manager
Ownership Interest: 29.6%

**SMT PROPERTIES 2, LLC,
a Tenant in Common**

By: _____
Name: _____
Title: Manager
Ownership Interest: 6.8%

**ETG A, LLC,
a Tenant in Common**

By: _____
Name: _____
Title: Manager
Ownership Interest: 0.8%

SREV1, LLC, a Tenant in Common

By: _____
Name: _____
Title: Manager
Ownership Interest: 0.8%

EXHIBIT A

PROJECT SITE

Lot 1, Block 1, SUNFLOWER COMMERCE PARK 4TH, a subdivision of land in the City of Bel Aire, Sedgwick County, Kansas;

EXHIBIT B

PROJECT IMPROVEMENTS

All buildings, structures, improvements and fixtures located on or to be acquired or purchased for the construction, improvement, furnishing, equipping or remodeling of the Project Site pursuant to **Article IV** hereof, including all rights-of-way and appurtenances necessary and convenient therefor, and paid for in whole or in part from the proceeds of Bonds and all additions, alterations, modifications and improvements thereof made pursuant to this Lease Agreement.

EXHIBIT C

PROJECT EQUIPMENT

All items of machinery, equipment and parts or other personal property installed or acquired or to be acquired for installation in the Project Improvements or elsewhere on the Project Site, or for use in connection with the Tenants in Common's business, pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds and all replacements thereof and substitutions therefor made pursuant to this Lease Agreement.

EXHIBIT D

[FORM OF REQUISITION CERTIFICATE]

Requisition No. _____

Date: _____

REQUISITION CERTIFICATE

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF DECEMBER 4, 2025, BETWEEN THE CITY OF BEL AIRE, KANSAS, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF DECEMBER 4, 2025, BETWEEN THE CITY OF BEL AIRE, KANSAS, AND ASPEN SUNFLOWER INDUSTRIAL I, LLC

The undersigned hereby requests that a total of \$ _____ be paid for Project Costs (as defined in said Lease) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, purchase, construction, improving, furnishing, equipping or remodeling of Project 1, have been properly incurred and are a proper charge against the Project Fund, and have been paid by or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Project Fund; (ii) as of this date, except for the amounts referred to above, there are no, to the best of my knowledge, outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, purchase, construction, improving, furnishing, equipping or remodeling of said buildings and improvements which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon Project 1 or any part thereof; and (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to said Lease.

ASPEN SUNFLOWER INDUSTRIAL I, LLC,
a Kansas limited liability company

By: _____

SCHEDULE 1 TO REQUISITION CERTIFICATE

[illegible]