ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: PROPOSAL AND ADDENDUM MUST BE RECEIVED BY 05-05-2020 @ 3:00 P.M. LEXINGTON, KY TIME

Offeror must acknowledge receipt of this and any addendum as stated in the Request for Proposal.

1. Please refer to and incorporate within the offer the attached addendum items.

   Item #1 – RFP Written Questions and Answers

   Item #2 – UK – Coldstream – Ground Lease SAMPLE

University of Kentucky
Purchasing Division
322 Peterson Service Building
Lexington, KY 40506-0005
<table>
<thead>
<tr>
<th>No.</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A potential development partner wanted to know before considering this if this project will carry the same investment grade rating as that of the university?</td>
<td>The developer will need to secure their own financing. The developer will own the improvements, not the university.</td>
</tr>
<tr>
<td></td>
<td>I found your bond rating to be AA on the internet. Is that accurate?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Their bonds are rated &quot;AA-&quot; by Standard &amp; Poor's Corporation, which is well above investment grade.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Do you know the delivery model? CM@Risk, Design-Build, DBB? I don’t see it noted in the RFP…. may have missed it.</td>
<td>The RFP says:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. &quot;Financing, Design, Construction, and Operations, including leasing and managing any space not used by the University, is the responsibility of the Developer&quot;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. &quot;Kentucky Technology, Inc. (KTI), a for-profit company owned by UK’s Research Foundation, (UKRF), will master lease 20,000 square feet of this building for an initial term of 10 years with options to renew.&quot;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The intent is for the Developer to own the improvements and pay ground rent to the University.</td>
</tr>
<tr>
<td>3</td>
<td>If we were to request/schedule a walk through, would that be for just the site or would it include other facilities at Coldstream?</td>
<td>Nearly all buildings at Coldstream are owned by private parties. Arrangements may be able to be made to look at some facilities at the same time as the site visit, however at present, visitation is restricted due to Covid-19.</td>
</tr>
<tr>
<td></td>
<td>Written Questions and Answers – Page 2 of 16</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Is there access flooring within scope of work? Is it specified (09-6900)?</td>
<td>Access flooring is not currently anticipated for space to be occupied by Kentucky Technology, Inc.</td>
</tr>
<tr>
<td>5</td>
<td>Is the 40,000 SF the gross square feet desired for the building or the net leasable square feet available for the building.</td>
<td>Developer should determine the most efficient building size. KTI needs 20,000 sq ft net leasable.</td>
</tr>
<tr>
<td>6</td>
<td>Is this bid just for the developer only or will there bid communications package, etc.. to bid?</td>
<td>A developer is sought that will own the facility and do the following: “Financing, Design, Construction, and Operations, including leasing and managing any space not used by the University, is the responsibility of the Developer”</td>
</tr>
<tr>
<td>7</td>
<td>If we wish to arrange an in-person site tour, is that still possible to set up through George Ward it has that possibility changes due to various shelter in place orders?</td>
<td>At this time, site tours can still take place as long as social distancing practices are in place. George Ward can meet interested parties at the site.</td>
</tr>
<tr>
<td>8</td>
<td>To date, I have accessed the RFP information through the link, <a href="http://www.uky.edu/purchasing/bidlist.htm">http://www.uky.edu/purchasing/bidlist.htm</a>. Is the same information posted at <a href="http://www.ukplanroom.com">www.ukplanroom.com</a>? Or do we need to check both regularly?</td>
<td>The information should be the same, however please check both regularly.</td>
</tr>
</tbody>
</table>
| 9 | Would you be able to clarify some of the names that George referenced toward the end of the Pre-bid meeting...specifically the names of the environmental engineer (Bob Coughlin?) as well as the Civil Engineer from Strand (Mike Willam?). We tried looking online for both, but can’t seem to find reference to them or their contact info anywhere so perhaps we wrote down the wrong names? | Mike Woolum  
(859) 396-7000 cell  
(859) 225-8500 office  
mike.woolum@strand.com  

Bob Kjelland  
UK’s Environmental Management Director |
<p>| 10 | Is it acceptable to reach out to Warren Denny at UK that was mentioned as the project architect? We would love to chat with him if this does not create any conflicts. | Warren and Bob are both UK employees so any questions you have for them will need to be relayed through Matt Spalding, per the communication requirements of the RFP documents |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>From the conversation the other day, Warren is UK staff architect and Bob is environmental engineer on the UK staff and both are on the design review board for Coldstream Park, correct?</td>
<td>They are on the Coldstream Design Review Committee.</td>
</tr>
<tr>
<td>12</td>
<td>Provide copy of typical ground lease used in the park and acceptable to Commonwealth of Kentucky.</td>
<td>A “Sample” ground lease will be posted in Addendum #4.</td>
</tr>
<tr>
<td>13</td>
<td>Provide copy of typical laboratory lease acceptable to UK.</td>
<td>Contrary to what was said during the Pre-Proposal meeting, KTI would now prefer its Master Lease with the selected developer to be prepared by the developer as the Lessor for comment from KTI as the Lessee.</td>
</tr>
<tr>
<td>14</td>
<td>Provide financial statements for KTI. If not available, will UKRF guarantee the KTI lease?</td>
<td>The 2018 audited financial statements and the 2019 unaudited statements will be shared during negotiation with the selected development team. The 2019 audit is still in progress and not expected to be completed until at least mid-June.</td>
</tr>
<tr>
<td>15</td>
<td>Provide a copy of the University General Terms and Conditions referenced in 3.6.</td>
<td>Available at <a href="http://www.uky.edu/Purchasing/docs/gencondpurch.pdf">http://www.uky.edu/Purchasing/docs/gencondpurch.pdf</a></td>
</tr>
<tr>
<td>16</td>
<td>What is required for the technical proposal specified in 3.7.</td>
<td>See RFP Document - Section 4.0 PROPOSAL FORMAT AND CONTENT. Everything except Financial Proposal is included in Technical Proposal.</td>
</tr>
<tr>
<td>17</td>
<td>Will real estate taxes be assessed on the project?</td>
<td>Property taxes will be assessed by the Fayette County PVA on the value of the building. Land value is not included in the PVA’s valuation.</td>
</tr>
<tr>
<td>18</td>
<td>Specify any special requirements/infrastructure to be designed into the shell building.</td>
<td>None have been identified or should be assumed</td>
</tr>
<tr>
<td>19</td>
<td>Confirm all utilities are available at the property line.</td>
<td>Confirmed - All utilities are available to the property line.</td>
</tr>
<tr>
<td>20</td>
<td>Is there a geotechnical exploration report, ALTA survey, and topographical survey available for the site or the park?</td>
<td>A geotechnical report from 1993 on the entire campus has been added in Addendum #3. All other existing information is in the appendices already posted.</td>
</tr>
<tr>
<td>21</td>
<td>Provide an AutoCAD file for the site.</td>
<td>A current AutoCAD file for the site is not available.</td>
</tr>
<tr>
<td></td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>22</td>
<td>Is there a specific allowance that KTI desires for tenant build out?</td>
<td>The tenant improvement allowance is up to the offeror and should be factored into their financial offer.</td>
</tr>
<tr>
<td>23</td>
<td>Will UK require any use restrictions on the building? Please specifically state if UK approval will be required for future tenants and/or if UK will define the restrictions or allowable future tenants.</td>
<td>Uses should be compatible with KTI usage and permitted under P-2 zoning. GUIDELINES FOR PERMITTED USES will be one of the Exhibits in the Ground Lease. Please see Exhibit C in the “Sample” Ground Lease.</td>
</tr>
<tr>
<td>24</td>
<td>Can you please confirm the general square footage requirements for the laboratories, offices and flex space in KTI’s 20,000 square foot (sf) leased space? Is there any preference for KTI’s space to be contiguous on one floor?</td>
<td>The preference is for all KTI space to be on one floor assuming a 2-sotry building. Generally, 60% lab / 40% office plus total flex space of 5,000 sf.</td>
</tr>
<tr>
<td>25</td>
<td>For the remaining 20,000 sf, should this space be treated as ‘white-box’ space with MEP design assumptions?</td>
<td>Yes.</td>
</tr>
<tr>
<td>26</td>
<td>Is there any preference for the building curb cut and driveway entrance to be from Bull Lea Run or Bull Lea Road?</td>
<td>Bull Lea Run.</td>
</tr>
<tr>
<td>27</td>
<td>Please confirm there is storm sewer availability and capacity for the project. Is any on-site detention to be assumed?</td>
<td>Storm sewer is open ditch along stone wall to the north. Storm inlets in street. Improvements will need to be piped to an outflow at ditch. Detention is not required. (design will dictate)</td>
</tr>
<tr>
<td>28</td>
<td>Are there any specific sustainable or “green” site or building characteristics that are required or preferred?</td>
<td>The building and site should be designed to LEED certification standards.</td>
</tr>
<tr>
<td>29</td>
<td>The Appendix lists that laboratories should be minimally parked at one space per 500 SF and office should be minimally parked at one space per 400 SF. Can you please confirm these ratios are to be assumed for the site plan? Or is more parking desired?</td>
<td>The parking standard in the question is sufficient.</td>
</tr>
<tr>
<td>30</td>
<td>Is the ground lease to be assumed for the entire site or only the building pad (with a five-foot buffer)? If the ground lease is only for the building pad, Developer would enter into an agreement (parking and access easement) with UK and Developer would develop the site improvements.</td>
<td>Entire site is to be leased or at least what is needed for building/parking lot/sign/landscaping. If the entire lot 14B is not needed, UK is willing to reconfigure it into more than one lot.</td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Will any project costs qualify as “Public Infrastructure Costs” and be</td>
<td>Any public infrastructure costs are subject to negotiation with UK as the master developer of the Coldstream Research Campus’s tax increment financing district. UK does intend to fund some of these costs as part of the agreement with the selected developer.</td>
<td></td>
</tr>
<tr>
<td>eligible for reimbursement by incremental revenues as identified in the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master Development Agreement between Lexington-Fayette Urban County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government, Department of Finance of the Lexington-Fayette Urban County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government and the University of Kentucky (dated March 22, 2018)? Should</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developer make any financial assumptions related to potential</td>
<td></td>
<td></td>
</tr>
<tr>
<td>reimbursement?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Did the pre-RFP meeting on 3/30 go on? If so, was this recorded? Please</td>
<td>Yes the Pre-bid Meeting did occur on 3/31/2020. Minutes were not kept for the meeting. The process remains unchanged from the instructions on the original RFP documents.</td>
<td></td>
</tr>
<tr>
<td>advise if/how COVID-19 has affected this process.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Overview/2.1 Intent and Scope: A sentence in this paragraph reads,</td>
<td>The expectation is that all Coldstream Design Guidelines be met. Any proposed exceptions to the guidelines need to be reviewed by Coldstream Design Review Committee.</td>
<td></td>
</tr>
<tr>
<td>“The design of the Coldstream Building shall conform to the Coldstream</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Research Campus Design Guidelines.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does UK require the Developer to provide a project that meets ALL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coldstream Design Guidelines Criteria?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If the answer to question above is “No”, what liberties are permitted</td>
<td>See answer to question 28 and 33 above. Designing the entire building/site to LEED certification is acceptable.</td>
<td></td>
</tr>
<tr>
<td>and how will level of adherence to the Design Guidelines be considered</td>
<td></td>
<td></td>
</tr>
<tr>
<td>in final selection criteria versus project cost, which will ultimately</td>
<td></td>
<td></td>
</tr>
<tr>
<td>influence lease rates? An example would be the Design Guidelines request</td>
<td></td>
<td></td>
</tr>
<tr>
<td>that, “every new building in the campus must obtain certification from</td>
<td></td>
<td></td>
</tr>
<tr>
<td>the Leadership in Energy and Environmental Design (LEED) Green Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rating System or an equivalent national standard. All office buildings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and laboratories are encouraged to seek a LEED Silver or higher rating.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paragraph 6.3 Competitive Negotiations. A sentence in this paragraph</td>
<td>Only those offerors shortlisted to the final stage of the selection process may be asked for a best and final offer. However it should be noted that a best and final</td>
<td></td>
</tr>
<tr>
<td>reads, “Offeror(s) selected to participate in negotiations may</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Written Questions and Answers – Page 5 of 16
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>36 When will UK provide a program of the KTI 20,000 SF space? Can we assume the program will include types of spaces required, square footage of program spaces, adjacencies of spaces, finish requirements, rough in requirements, MEP requirements, casework requirements as well as any other fit-up scope desired including lab hoods?</td>
<td>Designing the program for the KTI space will take place following the selection of a preferred developer. It will include the items listed in this question 36.</td>
</tr>
<tr>
<td>37 Is there a desired occupancy date for the building?</td>
<td>Mid to late 2nd calendar quarter of 2022.</td>
</tr>
<tr>
<td>38 Proposal Requirements / Paragraph 3.6 Proposed Deviations from the RFP: A sentence in this paragraph reads, “Any deviations therefrom must be specifically defined in accordance with the transmittal letter.” Question: If the Developer is proposing a project that does not strictly meet ALL of the Coldstream Design Guidelines, can we assume these deviations must be listed in the Transmittal Letter as referenced above?</td>
<td>Minor deviations should be listed in the Transmittal Letter as instructed in section 4.3 Transmittal Letter. For Major scope deviations Section 3.16 Alternate Proposals should be applied.</td>
</tr>
<tr>
<td>39 The design guidelines indicate that the setbacks along Bull Lea Run would be minimum 10 feet and maximum 20 feet. However, the P2 zoning ordinance indicates a minimum of 25 feet from the right of way. Can we get clarification of the minimum and maximum setbacks?</td>
<td>The P-2 zoning states: 8-24(h) Minimum Front Yard - 200' on streets classified as expressways and major arterials on the official functional classification map; 100' on streets classified as minor arterials; 5' on collector and local streets. Bull Lea Run is a “local street.”</td>
</tr>
<tr>
<td>40 There appear to be electric utilities (transformers or pull boxes) along the eastern side of the property. Can we get some clarification of what these are and</td>
<td>2 Duct banks, one for power, 4- 6 inch conduits encased in concrete for electric utility; and a private duct bank for communications, 4 – 4 inch conduits with a 6 inch concrete cap. Both are 3 feet below grade.</td>
</tr>
<tr>
<td>Question Number</td>
<td>Question</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>41</td>
<td>The design guidelines indicate that high-albedo paving is encourage for all parking areas. It appears that this practice is not currently followed elsewhere on the Coldstream Campus. Is this going to be a requirement of the proposals for this building?</td>
</tr>
<tr>
<td>42</td>
<td>Is an emergency generator to provide only the code required life safety branch backup power (i.e. chemical hood exhaust fans)? If not only life safety power, what systems in the building are to be backed up via an emergency generator? Please clarify if emergency generator is to be natural gas or diesel fuel?</td>
</tr>
<tr>
<td>43</td>
<td>Native soils in northern Lexington often have high plasticity fat clay (CH) soils with a plasticity index over 30 and significant swell potential which are unsuitable for support of slabs without engineered undercut or lime stabilization. Additionally, shallow bedrock is often found just below the ground surface. Does the University of Kentucky have a geotechnical investigation available for use as basis of our proposal? Can shallow bedrock, fat clay, and other unsuitable geotechnical bearing be proposed as an allowance to the proposal?</td>
</tr>
<tr>
<td>44</td>
<td>Is the overall project (or any portion thereof) required to meet University of Kentucky Communication and Network Service Telecommunication Standards?</td>
</tr>
<tr>
<td>45</td>
<td>Is each tenant required to have their own telecommunication room for network local distribution?</td>
</tr>
<tr>
<td>46</td>
<td>Is the overall project (or any portion thereof) required to meet University Electronic Safety and Security Standards?</td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>----------</td>
<td>--------</td>
</tr>
<tr>
<td>47</td>
<td>Is the building to have an access control and/or CCTV system installed to control and monitor the perimeter?</td>
</tr>
<tr>
<td>48</td>
<td>Is each tenant required to provide their own access control and/or CCTV system?</td>
</tr>
<tr>
<td>49</td>
<td>Are the various tenant space utilities to be sub-metered?</td>
</tr>
<tr>
<td>50</td>
<td>Are we to assume that there is one overall service meter for the utility (i.e. KU/LGE) or multiple utility service entrances and meters?</td>
</tr>
<tr>
<td>51</td>
<td>If submetering is required are these to be digital and/or network based with automatic reporting?</td>
</tr>
<tr>
<td>52</td>
<td>The design guidelines indicate that detention is not required - only water quality. On the pre-proposal conference, this issue was not clearly stated whether the developer would be required to provide on-site detention. Please clarify if stormwater detention is required on the project site.</td>
</tr>
<tr>
<td>53</td>
<td>Lab design can vary greatly between the amount and size of the fume hoods. Can the University provide a number and size to be used by all parties?</td>
</tr>
<tr>
<td>54</td>
<td>Will there be a need for any process cooling in the building and if so, can you provide any additional information to be used by all parties?</td>
</tr>
<tr>
<td>55</td>
<td>Will there need to be any redundancy in any of the equipment serving the labs?</td>
</tr>
<tr>
<td>56</td>
<td>What are the indoor temperature and humidity requirements of the lab space?</td>
</tr>
<tr>
<td>57</td>
<td>What are the lab gases that need to be provided?</td>
</tr>
</tbody>
</table>
58. RFP Section 3.7 requires hard copy submissions of the proposal. Given the evolving availability of business activities that may support hard copy proposal production due to COVID-19, can proposals be provided in digital format via email?

Electronic Submission of Proposals is not allowed. Please Comply with Section 3.7 Proposal Submission and Deadline

59. In RFP Section 4.1, Criteria 1 is listed as "Offeror Information" and Criteria 7 is listed as "Offeror's Maintenance Plan and Schedule". In Sections 4.5 and 4.11, these section titles are listed as "Criteria 1 – Offeror Qualifications" and "Criteria 7 – Offeror’s Maintenance and Operating Plan and Schedule". Please clarify which section titles are preferred.

Please use:
"Criteria 1 – Offeror Qualifications" and "Criteria 7 – Offeror’s Maintenance and Operating Plan and Schedule".

60. RFP Section 4.9, Criteria 5 requires a narrative description of the proposed development and conceptual drawings of layout, elevations, and programming areas. Given the RFP proposal due date and the pre-conceptual stage of the project, effective conceptual drawings will require end-user engagement. Can the requirement for architectural drawings be removed, allowing respondents to focus on narrative descriptions and the collaboration process? If the requirement can not be removed, can the proposal due date be extended by 4 weeks to allow for sufficient time to complete conceptual design drawings?

Please submit a narrative description and graphic examples to illustrate the basis for pricing and design.

At this time, we plan to stay with the due dates on the schedule described in the RFP.

61. RFP Section 4.11, Criteria 7 requires respondents to submit building systems replacement schedules and specific operating plans for each component of the Project. Since the Project is in a pre-conceptual level of design and building systems are not identified or designed, can the requirement for specific schedules and operating plans be removed and allow the focus to be on the developer's qualification and approach to operating and maintaining high-tech buildings?

For Criteria 7, please submit offeror’s qualifications and approach to operating and maintaining high-tech buildings.

Schedules can be submitted by the selected developer once the design is completed.
<table>
<thead>
<tr>
<th>No.</th>
<th>Question</th>
<th>Answer/Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>62</td>
<td>RFP Section 4.15, Criteria 11 requires a site logistics plan. An effective site logistics plan that details crane locations, material staging, ingress and egress, and sequencing will require more detailed design. Since the Project is in a pre-conceptual level of design and building materials, shape, location, and size is not yet designed, can the requirement for site logistics plan be removed and allow the focus to be on the developer’s approach to site logistics and strategies for reducing impact to existing buildings and tenants?</td>
<td>For Criteria 11, please submit the offeror’s approach to site logistics and strategies for reducing impact to existing buildings and tenants. A site logistics plan can be submitted by the selected developer once the design is completed.</td>
</tr>
<tr>
<td>63</td>
<td>In the RFP attachments, there is a copy of a grading plan, and the property plat for Lot 14B. Would a digital file (.dwg) of that property be available?</td>
<td>See answer to question 21</td>
</tr>
<tr>
<td>64</td>
<td>Will an updated property survey with 1’ contours be supplied in AutoCAD format?</td>
<td>See answer to question 21</td>
</tr>
<tr>
<td>65</td>
<td>Can multiple vehicular access points be allowed off of the cul-de-sac drive?</td>
<td>Yes</td>
</tr>
<tr>
<td>66</td>
<td>Is there any geotechnical information or reports available about this site or adjacent sites?</td>
<td>See answer to question 20.</td>
</tr>
<tr>
<td>67</td>
<td>Is the desire to have a gross 40,000 sf building or 40,000 sf leasable space?</td>
<td>See answer to question 5.</td>
</tr>
<tr>
<td>68</td>
<td>Are there any restrictions on possible tenants?</td>
<td>See answer to question 23</td>
</tr>
<tr>
<td>69</td>
<td>What TIF funds would be available to the developer (if any)?</td>
<td>See answer to question 31.</td>
</tr>
<tr>
<td>70</td>
<td>Would KTI consider a lease longer than 10 years?</td>
<td>The RFP states “Kentucky Technology, Inc. (KTI), a for-profit company owned by UK’s Research Foundation, (UKRF), will master lease 20,000 square feet of this building for an initial term of 10 years with options to renew.” This term still holds.</td>
</tr>
<tr>
<td>71</td>
<td>Can you provide a copy of UK’s lease (as mentioned in the pre-proposal meeting)?</td>
<td>For the ground lease – see answer to question 12. For the KTI Lease see answer to question 13.</td>
</tr>
<tr>
<td></td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>72</td>
<td>What are the building’s operational hours?</td>
<td>KTI space will be access controlled, otherwise up to developer. KTI generally anticipated to be 7a – 7p Monday – Friday, with some limited use on the weekend.</td>
</tr>
<tr>
<td>73</td>
<td>Will this project require on-site stormwater detention or does the infrastructure have capacity for stormwater?</td>
<td>See answer to 27 and 52</td>
</tr>
<tr>
<td>74</td>
<td>Would the term of the land lease with the Commonwealth of Kentucky fbo University of Kentucky be a 99 year lease for a nominal annual amount?</td>
<td>The ground lease can be as long as 99 years. The proposed ground rent payment to UK is part of the financial offer.</td>
</tr>
<tr>
<td>75</td>
<td>Is the P-3 Developer responsible for including office furniture within the lease, or is FF&amp;E Owner Furnished and Owner Installed (OFOI)?</td>
<td>The developer can negotiate FF&amp;E with its tenants.</td>
</tr>
<tr>
<td>76</td>
<td>In the RFP it has been identified that there will be a need for roughly 20,000 NSF of wet lab space. Will labs that are designed to meet VC-A vibration criteria be adequate?</td>
<td>Respondents should include proposed design standard used in proposal.</td>
</tr>
<tr>
<td>77</td>
<td>It has been mentioned that exterior access with overhead doors may be required. Will space with access to the overhead doors be required to be High-Bay?</td>
<td>No</td>
</tr>
<tr>
<td>78</td>
<td>We will want to program this building as efficiently as possible, are there any requirements for building efficiency when comparing Net to program?</td>
<td>Developer decision. Also, see answer to question 90.</td>
</tr>
<tr>
<td>79</td>
<td>In planning wet labs / chemistry spaces it may be beneficial to plan for outdoors chemical / compressed gas storage. Would it be beneficial to plan for an outdoor storage area for large tanks, etc.?</td>
<td>Developer decision. KTI anticipates tenants using tanks within their spaces.</td>
</tr>
<tr>
<td>80</td>
<td>The RFP identifies a need for Wet chemistry labs, are there any additional lab types that are specific to the program requirements for this P3 project?</td>
<td>None have been identified.</td>
</tr>
<tr>
<td>81</td>
<td>Can more information be provided on the program requirements for the KTI portion of the building?</td>
<td>See answer to questions 24 and 36.</td>
</tr>
<tr>
<td>82</td>
<td>Will stormwater detention (quantity controls) be required or will just water quality controls as suggested by the Master Plan be required?</td>
<td>Answers 27 and 52</td>
</tr>
<tr>
<td>83</td>
<td>On Page 8 under Section 2.1, it states, “The Developer will design and construct the Coldstream High-Tech Building and</td>
<td>Parking per zoning and building usage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>See answer to question 29.</td>
</tr>
<tr>
<td>Question</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>84</td>
<td>Is there geotechnical information available for the site or any adjacent sites?</td>
<td></td>
</tr>
<tr>
<td>85</td>
<td>Will any TIF related documentation be made available to the respondents?</td>
<td></td>
</tr>
<tr>
<td>86</td>
<td>Will the University still be require 6 printed copies of the Technical and Financial Proposal as part of the RFP response?</td>
<td></td>
</tr>
<tr>
<td>87</td>
<td>Per the RFP Kentucky Technology, Inc. (KTI) is committed to occupying 20,000 Square Feet (SF) please confirm – clarify if the 20,000 SF is: a. Useable / Net Square footage number? b. Rentable / Gross - Square footage number?</td>
<td></td>
</tr>
<tr>
<td>88</td>
<td>Please clarify if the additional 20,000 SF should be considered a. Useable / Net Square footage number? b. Rentable / Gross - Square footage number?</td>
<td></td>
</tr>
<tr>
<td>89</td>
<td>Per the RFP there is a minimum requirement of 20,000 additional square feet to be built as spec space for future uses. a. What are the finish level requirements for the additional 20,000 SF of space?</td>
<td></td>
</tr>
<tr>
<td>90</td>
<td>Is there a maximum load factor that KTI will allow?</td>
<td></td>
</tr>
<tr>
<td>91</td>
<td>The building is to be a minimum of 40,000 SF is there an expectation that the building shall be multiple levels (stories) or single level (story)?</td>
<td></td>
</tr>
<tr>
<td>92</td>
<td>Per the RFP the KTI space shall include multiple space uses. What are the approximate useable square footages for each for the following areas outlined in the RFP? a. Laboratories b. Office space</td>
<td></td>
</tr>
<tr>
<td>Question Number</td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-----------------</td>
<td>------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>93</td>
<td>How many chemical fume hoods should be planned per 1000 SF of useable lab area?</td>
<td>For KTI's space, plan for 2 hoods per 1,000 sf.</td>
</tr>
<tr>
<td>94</td>
<td>Are there any BSL-2 Laboratory requirements?</td>
<td>No</td>
</tr>
<tr>
<td>95</td>
<td>Please clarify the statement in the RFP: “Laboratories offering flexibility in square footage are desired” Does KTI expect the laboratory space to be designed in an “open” style where laboratories can be further demised into a variety of sizes (e.g. 600 SF lab, 1000 SF lab etc.)? Or does the said statement have a different situation?</td>
<td>Laboratory spaces should be open with the ability to demise.</td>
</tr>
<tr>
<td>96</td>
<td>What are the clear height requirements in the warehouse / assembly area?</td>
<td>Developer to determine, minimum of 10 feet.</td>
</tr>
<tr>
<td>97</td>
<td>What are the exterior access requirements in the warehouse / assembly area?</td>
<td>Overhead door that can accommodate delivery trucks</td>
</tr>
<tr>
<td>98</td>
<td>Will the laboratory areas require associated office space?</td>
<td>Yes</td>
</tr>
<tr>
<td>99</td>
<td>What is the ratio of enclosed, private offices to co-working space desired?</td>
<td>KTI envisions ~600 sf of open space for co-working space.</td>
</tr>
<tr>
<td>100</td>
<td>Are there any specific amenity spaces that should be programmed in the building?</td>
<td>Developer to determine</td>
</tr>
<tr>
<td>101</td>
<td>What are the LEED Certification expectations?</td>
<td>Designed to LEED Certification</td>
</tr>
<tr>
<td>102</td>
<td>Does the university have a required parking count minimum needed to support the 20,000 SF portion of the building it intends to occupy?</td>
<td>See answer to question 29</td>
</tr>
<tr>
<td>103</td>
<td>UK Board approves construction of $15 Million Coldstream Research Lab to Support Early State, High Tech Companies on Feb 21, 2020 <a href="https://uknow.uky.edu/research/uk-board-approves-construction-15-million-coldstreamresearch-lab-support-early-stage-high">https://uknow.uky.edu/research/uk-board-approves-construction-15-million-coldstreamresearch-lab-support-early-stage-high</a></td>
<td>$15 million is the maximum that can be spent by the developer for construction of the project including the fit up of the KTI space. $15 million is the state budget authorization for this project using non-UK funding.</td>
</tr>
<tr>
<td>Question</td>
<td>Answer</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Is the $15MM approved funding to be allocated to the construction of the building or will the approved funds be allocated to fund the long-term lease?</td>
<td>See answer to question 31.</td>
<td></td>
</tr>
<tr>
<td>Per the Pre-Proposal Call Tax Increment Financing was discussed. Is there a specific amount already allocated to this project?</td>
<td>No, but may require addition UK Board and state legislative approval.</td>
<td></td>
</tr>
<tr>
<td>Will a proposal in excess of the $15 Million approved by the UK Board be considered nonresponsive and not considered?</td>
<td>Assuming this question refers to TIF capacity. As of April 5, 2020, $0 has been spent.</td>
<td></td>
</tr>
<tr>
<td>How much qualifying Public Infrastructure Costs have been spent to date?</td>
<td>See answer to question 23.</td>
<td></td>
</tr>
<tr>
<td>Are there tenant leasing restrictions?</td>
<td>No, but see answer to question 23 for permitted uses.</td>
<td></td>
</tr>
<tr>
<td>Is there a pre-approval process for executing leases with Tenants in the spec space?</td>
<td>No, but see answer to question 23 for permitted uses.</td>
<td></td>
</tr>
<tr>
<td>Are there marketing restrictions for the building?</td>
<td>No, but any signs on the property need to be approved by Coldstream administration.</td>
<td></td>
</tr>
<tr>
<td>Does the University/Tenants want the developer to maintain all the equipment within their space or are they maintaining the equipment?</td>
<td>KTI to maintain lab specific/KTI supplied equipment</td>
<td></td>
</tr>
<tr>
<td>The RFP states the custodial is to be the responsibility of the developer, is that for the common area of the building or inside the tenant’s space as well?</td>
<td>Inside offices, common areas, not laboratories</td>
<td></td>
</tr>
<tr>
<td>Are there any specific security requirements that we need to be aware of and/or are they just requesting card access to the building?</td>
<td>Card / fob access.</td>
<td></td>
</tr>
<tr>
<td>Are there any other building owners in the Coldstream Development that have used geothermal energy?</td>
<td>Yes.</td>
<td></td>
</tr>
<tr>
<td>Can you specify the uses, specific groups, or provide a space program for the 20,000SF space leased by UK?</td>
<td>See answer to questions 24 and 36</td>
<td></td>
</tr>
<tr>
<td>Will the full 20,000 SF leased space be occupied at or shortly after building completion?</td>
<td>Yes, partially at least</td>
<td></td>
</tr>
<tr>
<td>Do you have any specific tenant prospects for the spec space? If so please identify.</td>
<td>Not at this time</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>117</td>
<td>Would UK consider a scenario that does not include any spec space?</td>
<td>No</td>
</tr>
<tr>
<td>118</td>
<td>The RFP implies we are to select a general contractor now as a team member. May we instead reserve the right to competitively bid the construction at a later date from a to-be-agreed-upon list of qualified local contractors?</td>
<td>Yes. Note in RFP response</td>
</tr>
<tr>
<td>119</td>
<td>Does UK prefer to manage the construction of their interior space finish-out or would you prefer the developer to manage construction of the leased space interiors?</td>
<td>Developer.</td>
</tr>
<tr>
<td>120</td>
<td>What is the approximate budget ($/SF) for UK’s interior finishes? How much of that total would you prefer the developer to provide as a construction allowance?</td>
<td>Developer should include their fit up allowance in their response.</td>
</tr>
<tr>
<td>121</td>
<td>Program Clarification: We understand approximately half of the project will be occupied by Kentucky Technology, Inc (KTI) under a ten-year lease. The request-for-proposal indicates the need for wet laboratories, office and flexible space for early stage high-tech companies. Our interpretation of “early stage high-tech” companies implies the need for computational space and dry lab facilities in addition to the program provided. Is clarification or confirmation of our assumption available? Our interest is based on a high-level understanding of preliminary program. Wet labs may imply a once-through ventilation system based on high exhaust requirements while the remaining program lends itself to recirculation systems and alternative cooling methods. The adaptability of program over time relies on the building’s potential to interchange mechanical systems without large-scale shutdown or the interruption of occupied facilities.</td>
<td>See answers to questions 24 and 36.</td>
</tr>
<tr>
<td>122</td>
<td>Clarifications for unknown scope / collaboration: KTI will occupy approximately half of the project’s available area. Is the University considering additional internal candidates for a portion of the building’s remainder? A flexible facility offering high turn-over</td>
<td>Developer is at risk for the remainder of the building not leased by KTI.</td>
</tr>
<tr>
<td>Potential</td>
<td>Clarifications for shared core facilities: Are the shared core facilities such as secure chemical storage, wet/prep lab and potential clean space to be used by all tenants? Is the intent to help create a collaborative co-working environment? Or is it to reduce seldom used SF that could be replicated over and over again. Centralizing seldom used space provides more rentable high-end research space, is this the desired result?</td>
<td>KTI would use a portion of its laboratory space as shared space for collaboration and efficiency. This will be address during programming with the selected developer.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Building Design: What flexibility is there with the building design.</td>
<td>Within the recommendations of the Design Guidelines</td>
<td></td>
</tr>
<tr>
<td>Further Development Options: Are there other sites that would be available for future development work.</td>
<td>Coldstream Research Campus has 300 acres of developable space available.</td>
<td></td>
</tr>
<tr>
<td>Potential Acquisition Opportunities: Are there other sites that would be available for sale.</td>
<td>Approx. 40 acres are available for sale by LFUCG</td>
<td></td>
</tr>
<tr>
<td>Financial Information: When will financial information for the Tenant be made available</td>
<td>See answer to question 14</td>
<td></td>
</tr>
<tr>
<td>Terms: What is the expected lease term for the Tenant.</td>
<td>See answer to question 70</td>
<td></td>
</tr>
<tr>
<td>Partnership with UK: How will the developer partner with UK on sourcing potential candidates for the Project. Will there be a liaison with the University that the developer will be able to work with?</td>
<td>The Coldstream Administration office works with all Coldstream building owners to source potential candidates.</td>
<td></td>
</tr>
<tr>
<td>Please confirm Article 6.1 should be revised to read “...Section 7.3, General and Special Conditions...” rather than Section 7.6. There does not appear to be a Section 7.6 included in the RFP.</td>
<td>It should read Section 7.3, not Sectoin 7.6.</td>
<td></td>
</tr>
</tbody>
</table>
GROUND LEASE
COLDSTREAM RESEARCH CAMPUS

THIS IS A GROUND LEASE (the “Lease”) dated _________________ by and between
the COMMONWEALTH OF KENTUCKY, for the use and benefit of the UNIVERSITY OF
KENTUCKY acting by and through the Board of Trustees of the University of Kentucky,
(“Landlord” and sometimes the “University”), with a mailing address of 1500 Bull Lea Road,
Suite 100, Lexington, Kentucky 40511 and ______________________, a Kentucky
_______________________, ("Tenant") with a mailing address of ______________________.

WITNESSETH:

WHEREAS, the Commonwealth of Kentucky is the owner of what is commonly referred
to as Coldstream Farm in Lexington, Fayette County, Kentucky, for the use and benefit of
Landlord; and

WHEREAS, Landlord has authorized the development of the Coldstream Research
Campus (the “Coldstream Research Campus”), to be located on Coldstream Farm in Lexington,
Fayette County, Kentucky, to enhance the educational mission of the University, enhance the
research partnerships between industry, government, and the University, and promote the mission
of economic development in the Commonwealth of Kentucky; and

WHEREAS, the University has determined that Tenant will enhance the educational,
research, and economic development purposes of the Coldstream Research Campus, and upon the
basis of such determination, has requested that one (1) parcel (Lot __) of Coldstream Farm
containing _____ acres, more or less, be leased to Tenant, according to terms and conditions set
forth hereinafter, as the site for ______ (__) ___(type of building)_____ buildings to be
constructed, occupied, and used for the Term of this Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements
contained herein, Landlord and Tenant do hereby covenant and agree as follows:

1. DEFINITIONS

1.1 Together with other capitalized words, terms and phrases specifically defined in
this Lease, the following capitalized words, terms and phrases shall have the meanings set forth
below:

(a) “Adequate Assurance” has the meaning set forth in Section 20.7(a)(2).

(b) “Additional Rent” means all Rent other than Annual Rent.

(c) “Annual Rent” has the meaning set forth in Section 4.1(a).

(d) “Award” means all compensation paid in connection with a Taking or paid in lieu of
a Taking.
(e) “Code” has the meaning set forth in Section 20.7(a).

(f) “Coldstream Research Campus” has the meaning set forth in recitals.

(g) “Coldstream Research Campus Design Guidelines” shall be the design guidelines, as modified by the Design Review Committee, as currently set forth on Exhibit F attached hereto and incorporated herein by this reference.

(h) “Commencement Date” under this Lease shall mean the date upon which the last of Landlord and Tenant executed this Lease, as indicated on the signature page hereof.

(i) “Common Areas” has the meaning set forth in Section 5.1.

(j) “Common Area Expenses” has the meaning set forth in Section 5.3.

(k) “CPI Change” means the percentage that the Consumer Price Index for All Urban Consumers - All Items - U.S. City Average based on the period 1982-1984 = 100 as published by the United States Department of Labor, Bureau of Labor Statistics increases or decreases during any applicable period. If publication of such index is discontinued, Landlord and Tenant shall in good faith agree upon an equivalent index as a substitute therefor.

(l) “Curable Default” has the meaning set forth in Section 18.2(d).

(m) “Date of Taking” means the date title to the Property or any portion thereof passes and vests in the condemnor or the date of entry of an order for immediate possession in any judicial proceeding in eminent domain or the date physical possession of the Property is taken or interfered with, whichever first occurs.

(n) “Design Review Committee” means the University’s internal committee that reviews proposed building and landscaping designs to ensure they meet the requirements of the Coldstream Research Campus’ design standards.

(o) “Event of Default” has the meaning set forth in Section 20.1.

(p) “Governmental Authorities” means all federal, state and municipal governments, agencies, courts, departments, commissions, boards, and officers having jurisdiction over the Property, the Improvements or the construction thereof.

(q) “Governmental Requirement(s)” means all present and future laws, ordinances, orders, rules, regulations and requirements of any Governmental Authority having jurisdiction over the Improvements or the Property or the use of either of them or this Lease and all building permits and other licenses and approvals required by the appropriate Governmental Authorities in connection with the Improvements or this Lease.
“Hazardous Discharges” has the meaning set forth in Section 10.3.

“Hazardous Materials” has the meaning set forth in Section 10.3.

“Improvements” means the building, any other additions, alterations, expansions and replacements constructed on the Property, and all structures or other improvements of whatever kind, including, without limitation, parking lots, sidewalks and landscaping features, which are now located or hereafter constructed or installed on the Property.

“Incurable Default” has the meaning set forth in Section 18.2(d).

“Indemnified Liabilities” has the meaning set forth in Section 12.1.

“Landlord Parties” has the meaning set forth in Section 12.1.

“Lease Year” means a calendar year during the Term starting on January 1 and ending on December 31 of the same calendar year; provided, however, the first Lease Year during the Term shall start on the Commencement Date and end on the following December 31.

“Leasehold Estate” means Tenant’s interest in and to both the Property and Improvements pursuant to this Lease or otherwise.

“Leasehold Mortgage” has the meaning set forth in Section 18.1(a).

“Leasehold Mortgagee” means (1) any life insurance company, trust company, bank, national banking association, federal or state savings and loan association, a state licensed branch or agency office of a foreign bank, pension plan, real estate investment trust (as defined in Section 856 of the Internal Revenue Code of 1985, as amended) or other institutional lender which holds a Leasehold Mortgage or (2) any non-institutional lender approved by Landlord which holds a Leasehold Mortgage.

“Net Insurance Proceeds” has the meaning set forth in Section 14.2.

“New Tenant” has the meaning set forth in Section 18.2(e).

“Partial Taking” means the taking of a part of the Property under the power of eminent domain other than a Total Taking.

“Permitted Exceptions” has the meaning set forth in Section 2.1.

“Permitted Uses” has the meaning set forth in Section 10.1.

“Project” has the meaning set forth in Section 7.2.
(hh) “Property” has the meaning set forth in Section 2.1.

(ii) “Rent” means all amounts payable by Tenant under this Lease, including, without limitation, Annual Rent and Additional Rent.

(jj) “Restoration” has the meaning set forth in Section 14.2.

(kk) “Sublease” means a sublease of space in the Improvements between a Subtenant and Tenant.

(ll) “Subtenant” means the subtenant under a Sublease.

(mm) “Taking” means a Total Taking or a Partial Taking.

(nn) “Tax Increment Financing” refers to state and local tax incentives available to the Landlord.

(oo) “Taxes” has the meaning set forth in Section 6.2.

(pp) “Tenant’s Contractors” means any contractor or subcontractor of Tenant or of Tenant’s Contractors performing work on the Property.

(qq) “Tenant Parties” has the meaning set forth in Section 12.1.

(rr) “Tenant’s Share” has the meaning set forth in Section 5.3.

(ss) “Term” has the meaning set forth in Section 3.1.

(tt) “Termination Date” has the meaning set forth in Section 3.1.

(uu) “Total Taking” means the taking of all of the Property under the power of eminent domain or the taking of so much thereof as will prevent or substantially impair the use of the Property for the uses and purposes then being made or proposed to be made by Tenant.

(vv) “Unavoidable Delays” means delays due to act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, sabotage, vandalism, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, litigation, condemnation, requisition, governmental restrictions including inability or delay in governmental consents or permits, laws or orders of governmental, civil, military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within Tenant’s reasonable control, other than lack of or inability to procure monies to fulfill its commitments or obligations under this Lease.
2. PROPERTY

2.1 Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, and subject to the “Permitted Exceptions” as set forth in Exhibit B attached hereto and made a part hereof, a certain tract of land, Lot __ in Coldstream Research Campus, situated in Fayette County, Kentucky, as further described on Exhibit A attached hereto and made a part hereof, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto (collectively, the “Property”). The exact legal description of the Property in accordance with the Final Subdivision Plat may be substituted for Exhibit A, if necessary, at any time hereafter.

2.2 Tenant’s execution of this Lease shall be conclusive evidence of Tenant’s acceptance of the Property in good order and satisfactory condition. Tenant agrees that it is or will be taking possession of the Property “AS IS,” that Landlord has made no representations or warranties as to the condition of the Property or the Property’s compliance with applicable laws, and that Landlord is not required to perform any work, maintenance, repair, or improvements on or to the Property, except as may be otherwise specifically provided herein.

3. TERM

3.1 Term. The term of this Lease (the “Term”) shall be for a period of _______ (___) Lease Years, beginning on the Commencement Date, and ending on December 31, ______ (the “Termination Date”), unless sooner terminated as herein provided.

4. RENT

4.1 Payment of Rent. Tenant shall pay Rent during the Term of this Lease to Landlord as follows:

(a) Annual Rent. From and after the Commencement Date, the annual rent (“Annual Rent”) at the rate per annum (paid in equal monthly installments beginning on the Commencement Date and thereafter on the first (1st) day of each calendar month during the Term) shall be in accordance with the following schedule:

(1) For the first __ (__) Lease Years of the Term the sum of $_______ per annum, payable in advance in equal monthly installments of $_______.

(2) For the ____ (__) Lease Year of the Term and every Lease Year thereafter during the Term the sum of $_______ per annum payable in advance in equal monthly installments of $_______ subject to adjustment as provided in subsection (b) below.
(b) Adjustments to Annual Rent. On the first (1st) day of the ____ (___) Lease Year, and every ____ (__) Lease Years thereafter until the Termination Date, the Annual Rent shall be increased to the amount which would result by multiplying the Annual Rent for the preceding Lease Year by the CPI Change during the preceding ___ (__) Lease Years, if any, and adding the product to the prior Lease Year’s Annual Rent; provided, however, there shall be no decrease in the Annual Rent as a result of the foregoing adjustment to Annual Rent.

(c) Additional Rent. Tenant shall pay Additional Rent as provided elsewhere in this Lease. If under the terms of this Lease, Tenant is obligated to pay Additional Rent to a party other than Landlord, Landlord may, if Tenant fails to make the payment as herein required within the grace periods and after notice as provided herein, make the payment on Tenant’s behalf. If Landlord makes such a payment, then Tenant shall reimburse Landlord, on demand, for such payment as Additional Rent to Landlord.

(d) Late Rent. If Tenant fails to timely pay any Rent to Landlord, in addition to possibly being an Event of Default, (i) a late payment administrative fee of $250.00 shall be added to such late amount; and (ii) the entire amount due shall bear interest at the lesser of fifteen percent (15%) per annum or the highest legal rate which Tenant may be required to pay.

4.2 Manner of Payment. Rent to be paid to Landlord shall be paid in lawful money of the United States of America, which shall be legal tender for the payment of public and private debts, without demand, to Landlord at such address as Landlord may from time to time designate in writing. For any period of less than a full month, quarter or year for which Rent is payable, the applicable Rent shall be prorated.

4.3 Utilities. Tenant shall be solely responsible for (i) connection of the Property and the Improvements to all utility services, including any storm-water fees, deposits, tap on fees or charges imposed or incurred in connection therewith; and (ii) all service charges and fees for all utilities used at the Property. Landlord shall not be liable to Tenant for any interruption or discontinuation of any services or utilities except in the event of Landlord’s gross negligence or willful misconduct as a cause of the interruption or discontinuation.

4.4 All Rent to be Net. Notwithstanding anything to the contrary, all Rent shall be absolutely net to Landlord so that this Lease shall yield to Landlord the full amount of the Rent throughout the Term without deduction or offset, and all costs, expenses and obligations of every kind and nature whatsoever relating to the Property shall be paid by Tenant.

5. COMMON AREAS

5.1 Description/Use. Tenant shall have the right to use, in common with Landlord, Landlord’s invitees, and all other tenants of the Coldstream Research Campus and their invitees, all of the common areas of the Coldstream Research Campus, which common areas shall include, but not be limited to: the parking areas, driveways, sidewalks, pedestrian trails traversing the Coldstream Research Campus, detention ponds, wetland areas, drainways, landscaping, common signage, lighting, and such other improvements and features of the Coldstream Research Campus which benefit and/or add to the visual and functional uniqueness and operation of the Coldstream
Research Campus (the “Common Areas”). Tenant’s use of the Common Areas shall be nonexclusive and subject to reasonable rules and regulations implemented by Landlord from time to time. Landlord reserves the right to amend and institute new rules and regulations to preserve, protect, and promote the Common Areas and other aspects of the Coldstream Research Campus.

5.2 Maintenance. Landlord shall be responsible for all costs and expense involved in the maintenance of the Common Areas subject to Tenant’s obligation to pay Tenant’s Share as described below. Landlord shall have the right to expand, reduce, and alter the Common Areas in its sole and absolute discretion; to construct, maintain, and operate lighting facilities on all Common Areas; to provide security (if any) to the Common Areas; to change the areas, grade, location, and arrangement of the Common Areas; to regulate and restrict parking by Tenant, its officers, subtenants, agents, customers, and employees; to close temporarily all or any portion of the Common Areas, so long as Tenant is not denied reasonable access to the Property; and to perform such other acts in and to the Common Areas as determined in Landlord’s sole and absolute discretion. Landlord shall, throughout the Term of this Lease, operate and maintain the Common Areas and shall, among other things: (i) inspect, maintain, repair, restripe, resurface, and replace, from time to time, the parking areas, driveways, trails, and sidewalks; (ii) remove refuse from the Common Areas and cause the removal, to the extent reasonably possible, of snow and ice from the parking areas, driveways, trails, and sidewalks; (iii) maintain the signs of the Coldstream Research Campus (not Tenant’s signs); (iv) maintain the landscaping, trees, bushes, and plantings as and when and where necessary; and (v) maintain the drainways, detention ponds, and wetlands as deemed advisable by the Landlord located within the Coldstream Research Campus.

5.3 Common Area Expenses. Except as provided below, the term “Common Area Expenses,” as used herein, shall mean all sums expended by Landlord in connection with the operation, maintenance, repair, and replacement of the Common Areas and rights-of-way, including, without limitation: maintenance and replacement of landscaping, snow-removal, inspection, maintenance, repair and replacement of drives, trails, and sidewalks; maintenance, repair, and replacement of improvements on the Common Areas, including, without limitation, the storm drainage system and the streetlights, trash collection, fire protection, security (if any), lighting, payment of general liability and casualty insurance as deemed advisable by Landlord, governmental charges, the cost of any other maintenance, repair, or replacement required or permitted pursuant to Section 5.2, including, without limitation, the cost of labor, equipment, and supplies to complete such maintenance, repair, or replacement, and an administrative service fee of fifteen percent (15%) of the amount billed. Landlord may cause any and all of the operation of the management responsibilities to be performed by independent contractors. The term “Common Area Expenses” shall not, however, include the following: (i) the cost of any new capital improvements or construction related to any new or additional streets, sidewalks, utility lines, or streetlights or other physical improvements within the Coldstream Research Campus, except to the extent that any such cost is specially assessed against the Property; (ii) the cost of constructing the trail, pedestrian trail, or jogging path; and (iii) the cost of any repairs, replacements, improvements, alterations, or other work which may be necessary to the Common Areas in order to comply with any governmental laws, statutes, regulations, or rules which are imposed upon Landlord by reason of the environmental condition of the Common Areas and not caused by Tenant. As set forth herein, Tenant shall pay its pro rata share of the Common Area Expenses (“Tenant’s Share”), as Additional Rent, during the Term of this Lease to Landlord. Beginning on the Commencement
Date of this Lease and thereafter on the first (1st) day of each calendar month of the Term, Tenant shall pay to Landlord an amount estimated by Landlord to be an installment of Tenant’s Share for such month. Landlord may adjust the installment amount of Tenant’s Share at the end of any calendar quarter on the basis of Landlord’s experience and reasonably anticipated Common Area Expenses. Any adjustment by Landlord shall be made by written notice delivered to Tenant within thirty (30) days immediately following the end of any calendar quarter, and the revised monthly payment of Tenant’s share shall become effective as of the first (1st) day of the next succeeding calendar month provided that Tenant has received at least twenty (20) days advance written notice of the adjusted monthly payment. Within ninety (90) days following the end of each calendar year during the Term, Landlord shall furnish Tenant a statement covering the year just expired that shows the Common Area Expenses for such year, the actual amount of Tenant’s Share for such year, and the installment payments made by Tenant with respect to such share as set forth above; provided, however, Landlord’s failure to provide such a statement shall not waive Landlord’s right to recover any deficiency or otherwise be a default under this Lease. If Tenant’s Share for exceeds Tenant’s installment payments so made, Tenant shall pay Landlord the deficiency within thirty (30) days after the receipt of the statement. If the installment payments made by Tenant exceed Tenant’s Share of the actual Common Area Expenses, such overpayment made by Tenant shall be credited against installment payments next thereafter to become due Landlord as set forth above.

Tenant’s Share shall be determined with a ratio, the numerator of which is the number of acres of land area within the Property and the denominator of which is the total number of acres of land area leased and occupied by a tenant within the Coldstream Research Campus at any given time. All amounts paid or payable to Landlord by Tenant for Tenant’s Share shall be deemed to be Additional Rent due and payable under the terms of this Lease.

6. TAXES AND ASSESSMENTS

6.1 Landlord’s Tax Statute. Without limiting the obligations of Tenant hereunder, Landlord is exempt from local, state and federal taxes.

6.2 Payment. Tenant shall, during the Term of this Lease, pay and discharge punctually, before becoming delinquent and before any penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by proper proceedings, all taxes, special and general assessments, extraordinary as well as ordinary (hereinafter “Taxes”), and each and every installment thereof which shall or may, during the Term of this Lease, be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Property or Improvements or any part thereof, or any other buildings, appurtenances, equipment, or property owned by Tenant thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all Governmental Requirements.

6.3 Apportionment. All such Taxes, which shall become payable during each of the calendar or fiscal tax years, as the case may be, in which the Term of this Lease commences or terminates, shall be apportioned pro rata between Landlord and Tenant in accordance with the respective portions of such year during which such Term shall be in effect.

6.4 Contest. Tenant or its designees shall have the right to contest or review all such Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted,
Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with cooperation of Landlord and Landlord shall execute all documents necessary to accomplish the foregoing).

6.5 Refunds. Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Any refunds received by Landlord shall be paid to Tenant forthwith.

6.6 Exceptions. Nothing herein or in this Lease otherwise contained shall require Tenant to pay inheritance, estate, succession, transfer, gift, franchise, income or profit taxes, which are or may be imposed upon Landlord, its successors or assigns.

7. EXPANSION AND DEVELOPMENT

7.1 Additions, Alterations, Expansion and Replacements. Tenant may make any additions, alterations, expansions or replacements in or to the Property and the Improvements; provided, however, Tenant shall comply with all covenants herein and the additional provisions regarding construction set forth on Exhibit D attached hereto and incorporated herein by this reference, including, without limitation, first obtaining Landlord’s approval of the Plans and Specifications.

7.2 Obligation to Develop the Property. Immediately following the Commencement Date, Tenant agrees to take possession of the Property and, at Tenant’s sole cost and expense, promptly design and construct the building and other Improvements on the Property to complete the project described on Exhibit E attached hereto and incorporated herein by this reference (the “Project”), and do all other work associated with such construction and completion of the Project upon the Property, all of which shall be in compliance with conditions and limitations set forth in this Lease. Subject to Unavoidable Delays, (i) the Plans and Specifications for the Project shall be submitted to Landlord no later than _________ ___, ______; (ii) construction in accordance with approved Plans and Specifications shall be commenced by Tenant no later than ____ days after Landlord’s approval of same; and (iii) Tenant shall fully complete the Project in accordance with the Plans and Specification, free of all liens (other than any Leasehold Mortgage), and as otherwise required by this Lease no later than __________ ___, _______. Tenant shall provide Landlord with proof of sufficient construction and permanent financing for the Project no later than ____________ ___, _______, which the sufficiency of said financing shall be approved by Landlord in its reasonable discretion.

7.3 Title to the Improvements. Upon the expiration or termination of the Lease, Tenant shall surrender up and deliver the Property and Improvements to Landlord and title to the Improvements, including, without limitation, any buildings, fixtures, equipment and other items installed thereon and any repair, addition, alteration or replacement thereto shall remain the property of Tenant. At the expiration or termination of this Lease, the Improvements shall become the property of, and automatically revert to, Landlord, or its successors and assigns, for no consideration, and at no cost or expense of Landlord, and free and clear of all liens, and encumbrances, including the liens and encumbrances permitted pursuant to Section 18 hereof, but Tenant may remove any and all trade fixtures, equipment and other personal property of Tenant.
from the Property; provided that Tenant shall, at its sole cost and expense, repair any damage to the Property or the Improvements caused by said removal.

7.4 **Exhibit G**, attached hereto and made a part hereof, contains certain Tax Increment Financing (TIF) requirements that shall be required of Tenant.

### 8. COVENANT AGAINST LIENS

8.1 If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Property, Tenant shall, at its own costs and expense, cause the same to be discharged of record or bonded within thirty (30) days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorney’s fees, resulting therefrom; provided, however, Tenant shall be permitted to encumber its Leasehold Estate with a Leasehold Mortgage in accordance with **Section 18** of this Lease. Tenant’s indemnity obligations under this **Section 8.1** shall survive the expiration and termination of this Lease.

### 9. REPAIRS AND MAINTENANCE

9.1 Tenant covenants and agrees, throughout the Term, without cost to Landlord, to take good and professional care of the Property, the Improvements, and (unless the responsibility of local government) the landscaping, sidewalks, curbs, roadways, parking areas and fences on or adjacent to the Property, and to keep the same in good order and condition, and shall promptly, at Tenant’s own cost and expense, make all necessary maintenance and repairs, interior and exterior, structural and nonstructural, ordinary as well as extraordinary, foreseen as well as unforeseen, to keep the Property and the Improvements in safe, aesthetic, clean and sanitary condition. When used in this **Section 9.1**, the term “repairs” shall include repairs, replacements, and renewals, and all such repairs made by Tenant shall be at least equal in quality and class to the original work, except that Tenant shall not be required to make any repairs or replacements as a result of any damage or destruction which Tenant is not obligated to restore pursuant to **Section 14** hereof. Tenant shall keep and maintain all portions of the Property, the Improvements, and the sidewalks adjoining same in a clean, aesthetic, safe, and orderly condition, free of accumulation of dirt and rubbish. Landlord shall not be responsible for any maintenance of or repairs to the Property or Improvements.

### 10. USE OF THE PROPERTY

10.1 **Use.** Tenant may only use the Property for: (i) _________________________; or (ii) other lawful purposes that are approved by Landlord in its reasonable discretion and that are permitted pursuant to the Guidelines for Permitted Uses in the Coldstream Research Campus, as modified from time to time by Landlord, and as currently set forth on **Exhibit C** attached hereto and incorporated herein by this reference (the “**Permitted Uses**”). Tenant shall provide thirty (30) days prior written notice to Landlord of any change in Permitted Uses on the Property. Tenant may not use the Property for any other purpose other than the Permitted Uses without Landlord’s prior written approval, which approval shall be granted or withheld in Landlord’s sole and absolute
discretion. Upon Tenant’s request, Landlord shall confirm whether any proposed use is Permitted Use. Subject to all applicable local zoning and land use regulations and other Governmental Requirements, Landlord represents, to its actual knowledge, that no present existing covenant, condition, easement, agreement or restrictions will prohibit Tenant from using the Property for _______________________. Landlord represents and warrants, to its actual knowledge, the Property is located in the Office, Industry and Research Park (P-2) zone and that Coldstream Research Campus contains sufficient acreage so that a multi-tenant building(s) may be constructed and operated on the Property in accordance with Article 8-24 of the Zoning Ordinance of Lexington-Fayette Urban County, Kentucky.

10.2 Compliance With All Applicable Requirements. In the use and occupation of the Property, the construction and operation of the Improvements, and the conduct of its business thereon, Tenant, at its sole cost and expense, shall promptly comply with, and shall include covenants in any and all Subleases with all of its Subtenants to cause them to promptly comply with, all Governmental Requirements of all Governmental Authorities, which may be applicable to the Property and the sidewalks, curbs and vaults on or adjoining the Property or to the use or manner of use of the Property or the owners, tenants, Subtenants, or occupants, thereof, whether or not any such Governmental Requirement shall necessitate structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural or otherwise, onto or over the streets adjacent to the Property, or onto or over other property contiguous or adjacent thereto.

10.3 Environmental Compliance. Tenant shall comply with, and shall include covenants in any Subleases with all of its Subtenants to cause them to comply with, federal, state or local laws ordinances or regulations relating to: (1) the environmental conditions on, under or about the Property including, but not limited to, soil and groundwater conditions, and (2) the use, generation, manufacture, production, and storage on, under, or about the Property or transportation to or from the Property of flammable explosives, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, “Hazardous Materials”). For purposes of this Lease, Hazardous Materials shall include but not be limited to substances deemed as “hazardous substances,” “hazardous materials,” or “toxic substances” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and in the regulations adopted and publications promulgated from time to time pursuant to said laws. Additionally, no underground storage tanks shall be allowed on Property. If Tenant has knowledge of or receives any notice of (a) the happening of any event involving the use, spill, discharge or cleaning up of any Hazardous Material on the Property or Improvements (a “Hazardous Discharge”), or (b) any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting Tenant, or the Property or Improvements from any person or entity, including, without limitation, the United States Environmental Protection Agency or similar state agency, Tenant shall give immediate notice thereof to Landlord disclosing full details of same. Tenant does and shall indemnify and hold Landlord harmless from all loss, cost, claim, damage and expense, including but not limited to reasonable attorney’s fees, incurred by Landlord as a result of any Hazardous Discharge on the Property during the Term of this Lease which is caused
by Tenant, or any employee, licensee, invitee, contractor, Subtenant, or any other party authorized by Tenant to be on or use the Property or Improvements, and the indemnity of Tenant in favor of Landlord contained in this Section 10.3 shall survive the expiration or termination of this Lease. In the event of any Hazardous Discharge, Landlord may (but shall not be obligated to) direct all necessary or advisable remediation activities related thereto at Tenant’s sole expense.

10.4 Fixtures and Equipment. Tenant may, at its own expense, furnish and install on the Property any trade fixtures, furniture and equipment as may be necessary or desired for the operation of Tenant’s business or for the business of any Subtenant on the Property. Any trade fixtures, furniture and equipment that Tenant installs in the Property, at its expense, prior to or during the Term hereof shall remain Tenant’s property, notwithstanding whether applicable law deems them to be part of the realty, and may be removed by Tenant prior to the expiration or termination of this Lease, provided that Tenant repairs, at its sole cost and expense, any damage to the Property or Improvements caused by such removal. Tenant shall be permitted to install on the Property telecommunications equipment, subject to approval by Governmental Authorities and Landlord in its reasonable discretion.

11. ACCESS TO PROPERTY

11.1 Landlord or Landlord’s agents and designees shall have the right, but not the obligation, to enter upon the Property, with forty-eight hours’ (48-hours’) prior written notice to Tenant, during regular business hours to examine same or for any other reasonable purpose; provided that in the event of an emergency, such forty-eight hour (48-hour) prior written notice shall not be required. Landlord shall exercise reasonable efforts to not be disruptive while exercising its access rights under this Section 11.1.

12. INDEMNITY

12.1 Indemnity. To the fullest extent permitted by law, Tenant waives and releases and shall and does hereby indemnify Landlord and Landlord’s officers, agents, contractors, employees, representatives, and affiliates (collectively with Landlord, the “Landlord Parties”) and agrees to save the Landlord Parties harmless and, at Landlord’s sole option and at the Landlord’s discretion, defend the Landlord Parties from and against any and all claims, actions, damages (including, without limitation, consequential, special and punitive damages), liabilities (including, without limitation, liabilities related to Hazardous Materials and environmental remediation) and expenses (including, without limitation, attorney’s and other professional fees) judgments, settlement payments, and fines paid, incurred or suffered by any of the Landlord Parties or threatened, alleged, or asserted against any of the Landlord Parties or threatened, alleged, or asserted against any of the Landlord Parties in connection with loss of life, personal injury and/or damage to property or the environment suffered by or potentially suffered by any person or entity arising from or out of or caused, wholly or in part, from any conduct, activity, occupancy, construction, act, omission, management, or operation involving the Property or Improvements or any part thereof, by Tenant or Tenant’s officers, agents, contractors, employees, members, invitees, Subtenants, representatives, or affiliates (collectively with Tenant, the “Tenant Parties”), or arising or connected with, directly or indirectly, any non-compliance by the Tenant Parties with the provisions of this Lease, any Sublease, or any applicable Governmental Requirements (collectively, the “Indemnified Liabilities”); provided, however, Tenant shall have no obligation
to indemnify the Landlord Parties to the extent such Indemnified Liabilities arise from the fraud, illegal acts, or willful misconduct of the Landlord Parties. In no event shall Tenant’s indemnification act as a waiver of any defense, immunity or damages limitation that Landlord may otherwise have available as to any party other than the Landlord Parties. The obligations of Tenant under this Section 12.1 shall survive the expiration or termination of this Lease.

12.2 Landlord Not Responsible for Acts of Others. Landlord shall not be responsible or liable to Tenant, or those claiming by, or through Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Property or any part of the premises adjacent to or connecting with the Property, or otherwise, for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes. To the maximum extent permitted by law, Tenant agrees to use and occupy the Property at Tenant’s own risk.

13. INSURANCE

13.1 Required Coverage. Tenant shall, at its expense, provide and keep in force during the Term of this Lease, the following insurance coverages:

(a) Commercial (General) Liability insurance, with respect to liability arising out of the ownership, use, occupancy or maintenance of the Property and all areas appurtenant thereto, to afford protection with respect to personal injury, death or property damage of not less than Two Million Dollars ($2,000,000.00) per occurrence combined single limit/Four Million Dollars ($4,000,000.00) general aggregate.

(b) All-Risk Property and Casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of the Improvements on the Property from loss or damage, in an amount not less than One Hundred percent (100%) of the full insurable value of the Improvements, excluding foundation and site work, subject to a commercially reasonable deductible (initially, not more than One Hundred Thousand ($100,000)) consistent with then-prevailing prudent market practices and amounts.

(c) All Worker’s Compensation and Occupational Disease insurance in accordance with Governmental Requirements, including Employer’s Liability Insurance to the limit of One Million Dollars ($1,000,000.00), covering all persons employed by Tenant, subject to such coverage, in and about the Property.

(d) Owners and Contractors Protective Liability insurance for an amount not less than Two Million Dollars ($2,000,000.00).

(e) Any other insurance or additional amount of insurance required by law or reasonably requested by Landlord. Tenant expressly agrees and acknowledges the types and amounts of insurance that it will reasonably be required to maintain hereunder will change during the Term of the Lease as a result of, without limitation, passing of time and changes in use.
13.2 **Policy Requirements.** The company or companies writing any insurance which Tenant or Tenant’s Contractor(s) is required to carry and maintain or cause to be carried or maintained pursuant to this Lease, shall be licensed to do business in the Commonwealth of Kentucky. The required All-Risk Property and Casualty insurance policies evidencing such insurance shall name Landlord and/or its designee(s) as loss payee. All other policies required under this Lease shall name Landlord and/or its designee(s) as additional insureds. All insurance policies required by this Lease shall contain a provision by which the insurer agrees that such policy shall not be cancelled, materially changed or not renewed without advance written notice (and not less than ten (10) days’ prior written notice for non-payment) to Landlord, by certified mail, return receipt requested, or to such other party or address as may designated by Landlord or its designee. Certificates of insurance evidencing compliance with the provisions of this Lease shall be delivered to Landlord on the Commencement Date and shall be updated upon Landlord’s request.

13.3 **Builder’s Risk Insurance.** In addition to all other insurance coverages required to be maintained under this Lease, Tenant shall effect and maintain, at its sole expense, at all times when any construction or Restoration is being performed on the Property or to the Improvements, Builder’s Risk insurance covering Landlord, Tenant, and Tenant’s Contractors, as their interests may appear, against loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a so called “extended coverage endorsement” of the Improvements, and all materials, equipment, supplies and temporary structures of all kinds incidental to the Improvements and equipment, all while forming a part of or contained in such improvements or temporary structures, or while on the Property, or when adjacent thereto, while on sidewalks, streets or alleys, all to the full insurable value thereof at all times on a completed value basis.

13.4 **Blanket Insurance.** Any insurance required to be provided by Tenant or Tenant’s Contractor(s) pursuant to this Lease may be provided by blanket insurance covering the Property and other locations of Tenant, provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved.

### 14. DESTRUCTION AND RESTORATION

14.1 **Tenant’s Obligation to Restore.** In case of damage to or destruction of the Property or Improvements or any part thereof by fire or other cause, Tenant at Tenant’s sole cost and expense, whether or not the insurance proceeds, if any, shall be sufficient for that purpose, and irrespective of the amount of any loss, shall restore the same as nearly as possible to their value, condition and character immediately prior to such damage or destruction. Such Restoration shall be commenced with due diligence and in good faith, and prosecuted with due diligence and in good faith, Unavoidable Delays excepted; provided, however, if (a) such damage or destruction occurs with less than three (3) years remaining on any Term or renewal or extension term hereunder, (b) such Restoration is reasonably expected to take over one (1) year to complete, and (c) Tenant gives notice of termination to Landlord within thirty (30) days of such damage or destruction, Tenant may, instead of restoring the same, (i) assign all insurance proceeds to Landlord, (ii) pay to Landlord the amount of any deductible required by Tenant’s insurance to be paid in connection with such coverage, and (iii) terminate this Lease. Any Restorations undertaken
hereunder shall be made in accordance the additional provisions regarding construction set forth on Exhibit D attached hereto and incorporated herein by this reference.

14.2 Application of Insurance Proceeds. All insurance proceeds or money paid as provided herein, on account of any damage, injury or destruction, less the actual cost, fees and expenses, incurred by Tenant, Landlord and any Leasehold Mortgagee in connection with the adjustment of the loss (the “Net Insurance Proceeds”), shall be applied to the payment of the cost of restoration, repairs, replacement, rebuilding or alterations, including the cost of demolition, temporary repairs and for the protection of property pending completion of permanent restoration, repairs, replacements, rebuilding or alterations (all of which temporary repairs, protection of property and permanent restoration, repairs, replacement, rebuilding or alterations are hereinafter collectively referred to as the “Restoration”), and shall be paid out from time to time, as such Restoration progresses upon the written request of Tenant which shall be accompanied by all certificates, invoices, and releases that may then be necessary to protect Landlord and the Property from any lien, charge or liability and the written approval of Landlord and Leasehold Mortgagee, if any. If the Net Insurance Proceeds are insufficient in the reasonable judgment of Landlord to pay the entire cost of such Restoration, Tenant shall, to Landlord’s reasonable satisfaction, arrange to pay the deficiency prior to commencement or during continuation of Restoration. Additionally, if the estimated cost of such Restoration exceeds the Net Insurance Proceeds, Landlord may require Tenant, at Tenant’s sole cost and expense, to furnish Landlord with a performance bond and surety bond or other assurances of completion as shall be satisfactory to Landlord. Upon the completion and payment in full of the Restoration as required by Section 14.1 and the expiration of all applicable lien periods, and so long as there is no default under the terms, conditions, covenants and agreements of this Lease, any balance of the insurance proceeds remaining to be paid shall be paid to Tenant or to Leasehold Mortgagee, as their interests may appear.

14.3 No Release of Tenant’s Obligations. Except as expressly permitted in Section 14.1, no destruction of, or damage to the Property or Improvements or any part thereof by fire or any other cause shall permit Tenant to surrender this Lease or shall relieve Tenant from its obligations to pay the full Rent payable under this Lease or from any of its other obligations under this Lease, and Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Property or any suspension, diminution, abatement or reduction of Rent on account of any such destruction or damage.

15. LIMITATION OF LANDLORD’S LIABILITY

15.1 Except in the case of gross negligence or willful misconduct, Landlord shall have no personal liability with respect to any of the provisions of this Lease. If Landlord is in default with respect to its obligations under this Lease, Tenant shall look solely to the interest of Landlord in and to the Property for satisfaction of Tenant’s remedies, if any. It is expressly understood that Landlord’s liability under the terms of this Lease shall in no event exceed the amount of its interest in and to the Property. In no event shall any partner, member, employee, or representative of Landlord, nor any joint venture of Landlord, nor any officer, employee, agent, trustee, director or shareholder of Landlord, be personally liable with respect to any provisions of this Lease. Landlord, in its sole and absolute discretion, can sell the Property or any part thereof or sell the Coldstream Research Campus or any part thereof or assign this Lease or any part thereof. Any
person or entity that becomes a “Landlord” under this Lease, whether or not named in this Lease, shall have no liability or obligation under this Lease after it ceases to hold title to the Property except for obligations already accrued.

16. CONDEMNATION

16.1 Voluntary Conveyance. Neither party to this Lease will voluntarily convey any interest related to this Lease to any agency, authority or public utility under threat of a Taking in lieu of formal proceedings without first providing at least ten (10) days’ prior written notice to the other of any request or intention to do so. For purposes of this Section 16, any compensation, damages, and any and all other amounts paid pursuant to any agreement with any condemning authority which has been made in settlement of or under threat of any condemnation or other eminent domain proceeding affecting the Property shall be deemed to constitute an Award made in such proceeding.

16.2 Effect of Taking. If during the Term hereof there shall be a Total Taking or a Partial Taking, then the Tenant’s Leasehold Estate in the event of a Total Taking, or the portion thereof taken in the event of a Partial Taking, shall cease and terminate as of the Date of Taking. If Tenant’s Leasehold Estate is so terminated in whole or in part, all unaccrued Rent and other charges payable by Tenant to Landlord hereunder shall be refunded to Tenant in the event of a Total Taking and proportionately in the event of a Partial Taking.

16.3 Allocation of Award.

(a) Total Taking. Any Award in connection with any Total Taking of the Property shall be distributed in the following priority: (a) to Landlord for reimbursement of any expenses Landlord incurs in relation to the condemnation; (b) to Landlord for the value of its fee interest in the Property (including, without limitation, its reversionary interest in the Improvements as determined in accordance with Kentucky law, but accounting for Tenant’s obligation to make payments for the same as provided in Section 4 above); and (c) to Tenant for its Leasehold Estate and its fee interest in the Improvements (subject to Landlord’s reversionary interest therein) immediately prior to such Taking. If the Award is insufficient to satisfy all of the foregoing distributions, then Landlord shall not be liable for any such deficiency or otherwise in relation to such condemnation. If the Award exceeds all of the foregoing distributions, then such remaining portion of the Award shall be property of Tenant.

(b) Partial Taking.

(1) In the event of a Partial Taking, except to the extent that Tenant’s Leasehold Estate is taken, this Lease shall continue in full force and effect notwithstanding such Partial Taking. Tenant shall, after any such Partial Taking, to the extent of the award, repair and restore any damage caused by any such Partial Taking in conformity with the Restoration requirements of Section 14.1 so that after the completion of such Restoration, the Improvements shall be, as nearly as possible, in a condition as good as the condition thereof immediately prior to such Partial Taking. In the event of any such Partial Taking, the Award therefore shall be deposited with the Landlord and distributed pursuant to the terms of this Lease. The portion of the Award
equaled to the expenses Landlord incurs in relation to the condemnation and the decrease in value of the Landlord’s fee interest in the Premises shall belong to Landlord. The remaining balance of the Award shall be used by Tenant for the Restoration of the Premises and, upon completion of such Restoration, any portion of the Award then remaining will belong to Landlord to the extent of the value of Landlord’s interest in the award and thereafter to Tenant.

16.4 **Reduction of Annual Rent on Partial Taking.** In the event of a Partial Taking, the Annual Rent payable by Tenant shall be adjusted from the Date of Taking. Such Annual Rent adjustment caused by the Partial Taking shall be made by reducing the Annual Rent payable by Tenant based on the ratio between the fair market value of the Leasehold Estate at the Date of Taking to the fair market value of the Leasehold Estate remaining immediately thereafter, valued for the use being made of the Leasehold Estate by Tenant immediately prior to such Partial Taking. Tenant and Landlord shall negotiate in good faith with respect to such Annual Rent adjustment.

16.5 **Temporary Taking.** If all or any portion of the Property shall be taken by any competent authority for temporary use or occupancy, this Lease shall continue in full force and effect with an equitable reduction or abatement of Rent, and Tenant shall, in such event, be entitled to any Award specifically made for the repair and restoration of any damage caused by any such Temporary Taking. Tenant, however, shall, upon the termination of the Temporary Taking (or earlier, at Tenant’s sole discretion), to the extent of the Award after reducing same for the expenses Landlord incurs in relation to the Temporary Taking, repair and restore any damage to the Property or the Improvements caused by such temporary use or occupancy in conformity with the Restoration requirements of Section 14.1 so that after the completion of such Restoration the Improvements shall be, as nearly as possible, in a condition as good as the condition thereof immediately prior to such Temporary Taking, and any portion of the Award then remaining will belong to Tenant.

16.6 **Rights of Leasehold Mortgagee.** Notwithstanding anything to the contrary elsewhere in this Lease, in the event that Tenant’s Leasehold Estate is subject to a Leasehold Mortgage (only as permitted under Section 18), all amounts payable to Tenant pursuant to this Section, after accounting for required Restoration of the Property and Improvements, if required by the Leasehold Mortgage, shall be paid to the Leasehold Mortgagee to be applied by the Leasehold Mortgagee in accordance with the Leasehold Mortgage. Such Leasehold Mortgagee shall have the right to participate in any condemnation proceeding affecting the Property to the same extent as Tenant.

16.7 **Tenant’s Award.** Tenant may make a separate claim in any condemnation proceedings for the value of any of Tenant’s personal property included in such Taking and for any moving expenses, provided any such award is in addition to, and does not result in a reduction of, the Award made to Landlord and otherwise connected to the Taking.

**17. ASSIGNMENT AND SUBLETTING**

17.1 Tenant shall have the right to assign this Lease, or to sublet all or any portion of the Property (i) to any parent, subsidiary or corporate affiliate of Tenant; (ii) in connection with a merger, consolidation or the sale of all or substantially all of Tenant’s assets, or (iii) to any third
party so long as (a) Tenant gives Landlord written notice of such assignment or subletting, (b) in the event of assignment, the assignee assumes all of Tenant’s obligations hereunder and (c) Tenant remains liable to Landlord on this Lease. Furthermore, Tenant shall have the right to assign this Lease, or sublet all or any part of the Property for any use permitted in this Lease without obtaining the consent of Landlord provided that (i) Tenant gives Landlord written notice of such assignment or subletting; and (ii) in the event of assignment, the assignee assumes all of Tenant’s obligations hereunder. In the event of any such assignment by Tenant, Tenant shall not be released from any liability arising under this Lease as a result of the Assignment. Any Assignment of this Lease shall be subject to the Guidelines for Permitted Uses of the Coldstream Research Campus set forth in Exhibit C. Upon any such Assignment, if the remaining term of this Lease is less than thirty (30) years, the assignee may request that: (i) this Lease be terminated, and (ii) a new direct Lease from Landlord to the assignee be granted on the same general terms as this Lease except that the term of such Lease (not including any renewal options) shall not exceed thirty (30) years. In no event, however, shall the Term of this Lease or any new lease granted by Landlord be construed to extend beyond the maximum term permitted by law.

18. MORTGAGING

18.1 Tenant’s Right to Hypothecate.

(a) Tenant shall have no right to encumber, hypothecate or mortgage the Leasehold Estate or any other interest in the Property or Improvements thereon, except Tenant may, without the prior consent of Landlord, encumber, hypothecate or mortgage (a “Leasehold Mortgage”) its Leasehold Estate to a Leasehold Mortgagee subject to the terms and conditions contained herein.

(b) The Leasehold Mortgage shall encumber only the Leasehold Estate, and in no event shall the right granted herein to the Tenant to mortgage or otherwise encumber the Tenant’s Leasehold Estate be deemed or interpreted as a subordination by the Landlord of the Landlord’s interest in this Lease or fee interest in the Property or reversion interest in the Improvements to the Leasehold Mortgage, it being expressly agreed that, under no circumstances, shall the Tenant have any right to mortgage or encumber the Landlord’s interest in this Lease or fee interest in the Property or reversion interest in the Improvements, or request from the Landlord any subordination of such interest to the Leasehold Mortgage.

(c) Promptly following the execution and recording of the Leasehold Mortgage, Tenant shall deliver to the Landlord a copy of the recorded Leasehold Mortgage, containing the name and address of the Leasehold Mortgagee. Any notice which may be or is required to be given under this Lease to Leasehold Mortgagee shall be given in the same manner as required under this Lease at the address for the Leasehold Mortgagee provided in writing to Landlord by Tenant.

(d) Tenant shall indemnify and hold harmless Landlord from all damages, losses, claims, and costs (including, without limitation, attorney’s fees) that arise from any act or omission of the Leasehold Mortgagee or otherwise related to the Leasehold Mortgage. Tenant’s indemnity obligations set forth in this Section 18.1 shall survive the expiration or termination of this Lease.
(e) For avoidance of doubt and notwithstanding anything to the contrary, the Leasehold Mortgagee or its nominee or the purchaser, assignee or transferee of Tenant’s interest in this Lease shall, at all times, be restricted in its use of the Property to the use permitted by Tenant under this Lease.

(f) Any and all attempts to encumber, hypothecate or mortgage the Leasehold Estate or any other interest in the Property or Improvements thereon that is not in compliance with this Section 18.1 shall be invalid, void, and ineffective.

18.2 Leasehold Mortgagee’s Rights. Should Tenant grant, in accordance with Section 18.1 of the Lease, a valid Leasehold Mortgage on its Leasehold Estate to a Leasehold Mortgagee, it is agreed by and between Landlord and Tenant as follows:

(a) Landlord will mail to the Leasehold Mortgagee a copy of any notice from Landlord to Tenant under this Lease at the time of giving such notice to Tenant, and no termination of this Lease, or of Tenant’s right to possession of the Property or any re-letting of the Property by Landlord predicated on the giving of such notice, shall be effective unless Landlord gives to the Leasehold Mortgagee written notice, or a copy of its notice to Tenant of such default or termination and the Leasehold Mortgagee has had the opportunity to cure such default as provided herein. Upon the expiration of any applicable cure period of Tenant, Landlord will notify Leasehold Mortgagee of Tenant’s failure to effectuate a cure within said cure period.

(b) In the event of any default by Tenant under any of the provisions of this Lease, the Leasehold Mortgagee will have the same grace period as is given Tenant for remedying such default or causing it to be remedied, plus, in each case an additional period of thirty (30) days after the expiration thereof or after Landlord has served notice, or a copy of its notice to Tenant, of such default upon the Leasehold Mortgagee, whichever is later. Notwithstanding anything to the contrary, Section 18 of this Lease shall not be interpreted as increasing Tenant’s grace period for curing its defaults.

(c) In the event Tenant defaults under any of the provisions of this Lease, regardless of whether such default consists of a failure to pay Rent or a failure to do any other thing which Tenant is required to do hereunder, any Leasehold Mortgagee, without prejudice to any of its rights against Tenant, shall have the right to make good such default hereunder within the applicable grace period provided for in the preceding subsection (b), and Landlord shall accept such performance on the part of the Leasehold Mortgagee as though the same had been performed by Tenant; and for such purpose Landlord and Tenant hereby authorize the Leasehold Mortgagee to enter upon the Property and to exercise any of Tenant’s rights and powers under this Lease.

(d) The term “Incurable Default” as used herein means a default under this Lease by Tenant which cannot be cured by a Leasehold Mortgagee. The term “Curable Default” means any default under this Lease by Tenant which is not an Incurable Default. In the event of any Curable Default by Tenant under any of the provisions of this Lease and if prior to the expiration of the applicable grace period specified in subsection (b) above, the Leasehold Mortgagee shall give Landlord written notice that it intends to undertake the curing of such default, or to cause the same to be cured, or to exercise its rights to acquire the interest of Tenant in the Lease and in the Improvements by foreclosure or otherwise, and shall promptly commence and
then proceed with all due diligence to do so, whether by performance on behalf of Tenant of its obligations under this Lease or by entry on the Property by foreclosure or otherwise, then Landlord will not terminate or take any action to effect a termination of this Lease or reenter, take possession of or re-let the Property or otherwise enforce performance of this Lease so long as (1) the Leasehold Mortgagee is with all due diligence and in good faith engaged by all reasonable means in effecting such foreclosure or in the curing of such default and (2) all Rent and other monetary amounts due hereunder (including, without limitation, reimbursement of Landlord’s attorney’s fees) are being paid currently. Once the Leasehold Mortgagee provides notice to Landlord that it intends cure the default of Tenant or exercise its rights to acquire the interest of Tenant, the Leasehold Mortgagee is obligated to complete such cure or enforcement of its rights with all due diligence, in good faith, and by all reasonable means; provided, however, that the Leasehold Mortgagee shall not be required to continue such foreclosure proceedings or other enforcement of its rights after such default is cured. In the event the nature of any Curable Default is such that the Leasehold Mortgagee must take possession of the Property in order to cure such default, or there is an official restraint such as a judicial order or administrative order, including without limitation an automatic stay, the running of all applicable grace periods shall be tolled so long as all Rent and other monetary amounts due hereunder (including, without limitation, reimbursement of Landlord’s attorney’s fees) are being paid currently and the Leasehold Mortgagee is diligently attempting to obtain such possession by all reasonable means. Nothing herein shall preclude Landlord from terminating this Lease with respect to any additional default which may occur during the aforesaid period of forbearance and is not remedied within the period of grace, if any, applicable to any such additional default, except that the Leasehold Mortgagee shall have the same rights specified in this Section with respect to any such additional defaults. For purpose of clarity, an Incurable Default is nevertheless still a default by Tenant under this Lease.

(e) In the event of termination of this Lease by reason of an Incurable Default of Tenant hereunder or in the event Tenant’s interest under this Lease shall be sold, assigned or transferred pursuant to the exercise of any remedy of the Leasehold Mortgagee, or pursuant to judicial proceedings or a deed in lieu of foreclosure, and if the Leasehold Mortgagee (or its nominee or to the purchaser, assignee or transferee from the Leasehold Mortgagee) shall have paid all Rent and all other monetary amounts (including, without limitation, reimbursement of Landlord’s attorney’s fees) which are due or, but for such termination, would have become so due and payable from the date of such termination, and shall have arranged to the reasonable satisfaction of the Landlord for the curing of any Curable Default on the part of the Tenant, then the Landlord, after receiving a written request therefore given any time prior to the thirtieth (30th) day after sale, assignment, transfer, or termination of the Lease, will execute and deliver to the Leasehold Mortgagee or its nominee or to the purchaser, assignee or transferee, as the case may be (the “New Tenant”), a new lease of the Property. Such new lease shall be for a term equal to the remainder of the Term before giving effect to such termination and shall contain the same covenants, agreements, conditions and limitations as this Lease. The New Tenant shall reimburse Landlord, on demand, for all costs (including, without limitation, attorney’s fees) that Landlord incurs in connection with the drafting and execution of the new lease of the Property. Upon the execution and delivery of such new lease, the New Tenant, in its own name, may take all appropriate steps as may be necessary to remove Tenant from the Property, but Landlord shall not be subjected to any liability for the payment of any fees (including, without limitation, attorney’s fees), costs or expenses in connection therewith. The New Tenant shall pay all such fees (including, without limitation, attorney’s fees), costs and expenses or, on demand, make
reimbursement therefore to Landlord. In such event Tenant’s interest in all Improvements shall be deemed to have been transferred directly to the New Tenant. Any new lease made pursuant to this Section 18.2 shall not be disturbed by any mortgage or other lien, charge or encumbrance on the fee interest of the Property created by Landlord so long as the New Tenant is not in default under the new lease beyond all applicable cure periods.

(f) In the event a default under the Leasehold Mortgage shall have occurred, the Leasehold Mortgagee may exercise with respect to the Property any right, power or remedy under the Leasehold Mortgage which is not in conflict with any of the provisions of this Lease.

(g) There shall be no merger of Tenant’s Leasehold Estate with the fee estate in the Property by reason of the fact that Tenant’s Leasehold Estate may be held directly or indirectly by or for the account of any person who shall also hold directly or indirectly the fee estate in the Property, or any interest in such fee estate, nor shall there be any such merger by reason of the fact that all or any part of Tenant’s Leasehold Estate may be conveyed or mortgaged to a Leasehold Mortgagee who shall also hold directly or indirectly the fee estate, or any part thereof, in the Property or any interest of Landlord under this Lease.

(h) No surrender (except a surrender upon the expiration of the Term or upon termination by Landlord pursuant and subject to the provisions of this Lease) by Tenant to Landlord of this Lease, or of the Property, or any part thereof, or of the Improvements thereon, or of any interest therein, and no termination or rejection of this Lease by Tenant shall be valid or effective, and neither this Lease nor any of the terms hereof may be amended, modified, changed, rejected or cancelled without the prior written consent of the Leasehold Mortgagee, which consent shall not be unreasonably withheld, conditioned, or delayed.

(i) This Lease may be assigned to a Leasehold Mortgagee by an assignment in lieu of foreclosure of a Leasehold Mortgage or pursuant to a foreclosure sale under a Leasehold Mortgage and may be assigned once more by the assignee or purchaser without the prior consent of Landlord, provided: (i) the ultimate assignee assumes all of Tenant’s obligations under this Lease (including, without limitation, the payment of all Rent and other charges as they become due); (ii) an executed counterpart of such assumption is delivered to Landlord; and (iii) the assignee shall provide proof to Landlord that it has a total net worth of $____________ or more. If the Leasehold Mortgagee or its affiliate shall be the initial assignee of this Lease, its liability under such assumption agreement shall be limited to the period of ownership of this Lease, provided that the party to whom this Lease is assigned by the Leasehold Mortgagee or its affiliate shall deliver to Landlord at the time of such assignment an assumption agreement in which it assumes all of Tenant’s obligations under this Lease, including, without limitation, the payment of all Rent and other charges, without limitation as to duration of liability.

(j) The provisions of this Section are for the benefit of, and are to be enforceable by, the Leasehold Mortgagee.

(k) In the event that there is more than one Leasehold Mortgage affecting the Leasehold Estate, the most senior Leasehold Mortgagee has priority in terms of exercising the rights of a Leasehold Mortgagee pursuant to the provisions of this Section 18.2.
19. QUIET ENJOYMENT

19.1 Landlord covenants and warrants that Landlord is the true and lawful owner of the Property and has good right and full power to let and lease the same. Landlord agrees that, so long as no Event of Default exists hereunder, Tenant shall quietly and peaceably hold, possess and enjoy the Property for the full Term of this Lease, or any extension thereof (if any), without any hindrance or molestation by the agents or employees of Landlord, and further, Landlord shall defend the title of the Property and the use and occupancy of the same by Tenant against the lawful claims of all persons whomsoever, except those claiming by or through the Tenant and the Permitted Exceptions.

19.2 Landlord covenants and warrants that (a) that Landlord is an agency and instrumentality of the Commonwealth of Kentucky validly existing under the laws of the Commonwealth of Kentucky; (b) Landlord has the power to own its current properties, and to execute, deliver and perform its obligations under the Lease; (c) all necessary action has been taken to authorize the execution, delivery and performance of this Lease by Landlord; and (d) upon execution and delivery of this Lease, this Lease will have been duly executed and delivered by Landlord and constitute the valid and legally binding obligation of Landlord, enforceable against Landlord in accordance with its terms; (e) the execution, delivery and performance by Landlord of this Lease does not violate or result in any violation of, or conflict with, or constitute a default under, any mortgage, indenture or deed of trust encumbering the Property or assets of Landlord, or under any term or provision of any other material obligation or material contract of Landlord, or of any existing law, regulation or order of any court or administrative body by which Landlord is bound or to which it is subject; and (f) no consent, approval, order authorization of, or registration, declaration or filing by Landlord with any government or public body or authority or agency or any other entities is required for the valid execution, delivery and performance of this Lease.

20. DEFAULT

20.1 Events of Default by Tenant. Subject to Section 18 of this Lease, the happening of any one or more of the following events (hereinafter any of the which may be referred to as “Event of Default”) during the Term of this Lease, or any renewal or extension thereof (if any), shall constitute a breach of this Lease on the part of Tenant: (i) Tenant fails to pay the Rent or any other monetary amount due under this Lease as provided herein and such failure continues for five (5) days after receipt of written notice thereof from Landlord; provided, however, if Tenant shall default in any payment under this Lease two (2) or more times in any twelve (12) month period, then notwithstanding that each of such defaults shall have been cured by Tenant, any further monetary or non-monetary default shall be deemed an Event of Default without Tenant’s ability for cure; (ii) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease and such failure continues for thirty (30) days after receipt of written notice thereof from Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no Event of Default shall occur so long as Tenant diligently commences the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same by all reasonably means; provided, however, if Tenant shall default in the performance of any such non-monetary obligation under this Lease two
(2) or more times in any twelve (12) month period, then notwithstanding that each of such defaults shall have been cured by Tenant, any further monetary or non-monetary default shall be deemed an Event of Default without Tenant’s ability for cure; (iii) Tenant abandons the Property, and such abandonment continues for thirty (30) days after receipt written notice thereof from Landlord; (iv) Tenant is adjudicated bankrupt; (v) a permanent receiver is appointed for Tenant’s property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such approval; (vi) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or proposed to be, reduced or payment thereof deferred; (vii) Tenant makes an assignment for benefit of creditors; (viii) Tenant’s effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; or (ix) the occurrence of any other event described as constituting an “Event of Default” elsewhere in this Lease.

20.2 Remedies Upon Tenant’s Default. Landlord shall be entitled, at its election, to exercise concurrently or successively any one or more of the following rights, in addition to all remedies otherwise provided in this Lease and otherwise available at law or in equity under the laws of the Commonwealth of Kentucky:

(i) to bring suit for the collection of any amounts for which Tenant may be in default, or any amount of accelerated Rent (which all Rent hereunder may be accelerated at Landlord’s option upon an Event of Default), or for any damages caused by Tenant, or for the performance of or other appropriate injunctive relief concerning any other covenant or agreement devolving upon Tenant, without entering into possession of the Property or terminating this Lease; and/or

(ii) enter upon and take possession of the Property and expel and permanently exclude Tenant and any other person who may be occupying the Property therefrom without terminating this Lease. The aforementioned reentry by Landlord shall not affect Tenant’s obligations under this Lease; and/or

(iii) terminate this Lease, without prejudice to any other remedy, in which event Tenant shall immediately surrender the Property to Landlord and if Tenant fails to do so, Landlord may enter upon and take possession of the Property and expel or remove Tenant and any other person who may be occupying the Property or any part thereof. In the event Landlord shall elect to terminate this Lease, as aforesaid, all obligations of Landlord and all rights of Tenant, and of any permitted successors and assigns, shall cease and terminate, with it being expressly understood that Landlord shall have and retain full right to sue for and collect all other amounts for the payment of which Tenant shall then be in default, and the accelerated amount of all Rent that would thereafter become due during the remaining Term of this Lease, and all damages to Landlord by reason of any such breach; provided, however, all such monetary recovery under this paragraph shall be reduced by the actual amount Landlord receives upon reletting the Property (if any), which shall be relet for a Permitted Use and on terms and conditions approved by Landlord in its reasonable discretion (with it expressly understood that Landlord, as a non-profit educational institution, is not required to maximize the value of Property upon any reletting).
20.3 Remedies Upon Landlord’s Default. In the event that Landlord shall at any time be in default in the observance or performance of any of the covenants and agreements required to be performed and observed by Landlord hereunder and any such default shall continue for a period of thirty (30) days after written notice to Landlord (or if such default is incapable of being cured in a reasonable manner within thirty (30) days, then such longer period as may be reasonable, provided Landlord commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion) and Landlord shall not thereafter cure such default, Tenant shall be entitled at its election to exercise concurrently or successively any one or more of the following rights, in addition to all remedies otherwise provided in this Lease and otherwise available at law or in equity under the laws of the Commonwealth of Kentucky (except in no event shall Tenant be entitled to recover consequential damages from Landlord):

(i) to bring suit for the collection of any amounts for which Landlord may be in default, or for the performance of or other appropriate injunctive relief concerning any other covenant or agreement devolving upon Landlord, without terminating this Lease; and/or

(ii) to terminate this Lease upon sixty (60) days’ written notice to Landlord without waiving Tenant’s rights to damages (excluding consequential damages) for Landlord’s failure to perform its obligations hereunder. In the event Tenant shall elect to terminate this Lease, as aforesaid, all rights and obligations of Tenant, and of any permitted successors or assigns, shall cease and terminate, except that Tenant shall have and retain full right to sue for and collect all amounts for the payment of which Landlord shall then be in default and all damages (excluding consequential damages) to Tenant by reason of any such breach.

20.4 Self Help. If either party defaults in the performance of any obligation imposed on it by this Lease and does not cure such default within the applicable cure period set forth above in this Section 20 (excluding any cure period provided only to a Leasehold Mortgagee pursuant to Section 18) following written notice from the other party specifying the default (or does not within said period commence and diligently proceed to cure such default as provided above), the other party, without waiver of or prejudice of any other right or remedy it may have, shall have the right, at any time thereafter, to cure such default by the other party for the account of the defaulting party. In the event of emergencies, or where necessary to prevent injury to persons or damage to property, either party may cure a default by the other party before the expiration of the aforementioned cure period, but after giving such written or oral notice to the other party as is practical under all of the circumstances. If Tenant is the defaulting party, it shall upon demand immediately reimburse Landlord for all costs incurred by Landlord as a result of exercising its rights under this Section 20.4.

20.5 Remedies Cumulative. All remedies of Landlord or Tenant herein created or remedies otherwise existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. Except as limited hereinabove, all rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord or Tenant shall deem necessary.

20.6 Landlord’s Legal Expenses. In the event Tenant fails to comply with the provisions of this Lease, Landlord shall be entitled to recover from Tenant upon demand all expenses,
including, without limitation, attorney’s fees and court costs, incurred as a result of Tenant’s non-
compliance. Landlord’s rights under this Section 20.6 shall not be conditioned upon such non-
compliance being an Event of Default or Landlord commencing a legal action against Tenant, and
shall survive the expiration or termination of this Lease.

20.7 Remedies in Event of Bankruptcy or Other Proceeding.

(a) Assumption of Lease. In the event Tenant shall become a Debtor under
Chapter 7 of the Bankruptcy Code (“Code”) or a petition for reorganization or adjustment of debts
is filed concerning Tenant under Chapters 11 or 13 of the Code, or a proceeding is filed under
Chapter 6 and is transferred to Chapters 11 or 13, the Trustee or Tenant, as Debtor and as Debtor-
in-Possession, may not elect to assume this Lease unless, at the time of such assumption, the
Trustee or Tenant has:

(1) Cured or provided Landlord “Adequate Assurance” (as defined
below) that:

(A) Within ten (10) days from the date of such assumption the
Trustee or Tenant will cure all monetary defaults under this Lease and compensate Landlord for
any actual pecuniary loss resulting from any existing default, including without limitation,
Landlord’s reasonable costs, expenses, accrued interest, and attorney’s fees incurred as a result of
the default;

(B) Within thirty (30) days from the date of such assumption the
Trustee or Tenant will cure all non-monetary defaults under this Lease; and

(C) The assumption will be subject to all provisions of this
Lease.

(2) For purposes of this Section 20.7, Landlord and Tenant
acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum “Adequate
Assurance” means:

(A) The Trustee or Tenant has and will continue to have
sufficient unencumbered assets after the payment of all secured obligations and administrative
expenses to assure Landlord that the Trustee or Tenant will have sufficient funds to fulfill the
obligations of Tenant under this Lease, and to continue to operate upon the Property;

(B) The Bankruptcy Court shall have entered an Order
segregating sufficient cash payable to Landlord and/or the Trustee or Tenant shall have granted a
valid and perfected first lien and security interest and/or mortgage in property of Trustee or Tenant
acceptable as to value and kind to Landlord, to secure to Landlord the obligation of the Trustee or
Tenant to cure the monetary and/or non-monetary defaults under this Lease within the time periods
set forth above; and
(C) The Trustee or Tenant at the very least shall deposit a sum, equal to one (1) month’s rent to be held by Landlord without any allowance for interest thereon to secure Tenant’s future performance under this Lease.

(b) Assignment of Lease. If the Trustee or Tenant has assumed the Lease pursuant to the provisions of this Section 20.7 for the purpose of assigning Tenant’s interest hereunder to any other person or entity, such interest may be assigned only after the Trustee, Tenant or the proposed assignee have complied with all of the terms, covenants and conditions of Section 17; Landlord and Tenant acknowledging that such terms, covenants and conditions are commercially reasonable in the context of a bankruptcy proceeding of Tenant. Any person or entity to which this Lease is assigned pursuant to the provisions of the Code shall be deemed without further act or deed to have assumed all of this obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon request execute and deliver to Landlord an instrument confirming such assignment.

(c) Adequate Protection. Upon the filing of a petition by or against Tenant under the Code, Tenant, as Debtor and as Debtor-in-Possession, and any Trustee who may be appointed agree to adequately protect Landlord as follows:

(1) To perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by Order of the Bankruptcy Court;

(2) To pay all monetary obligations required under this Lease, including without limitation, the payment of Rent payable hereunder which is considered reasonable compensation for the use and occupancy of the Real Property;

(3) Provide Landlord a minimum thirty (30) days’ prior written notice, unless a shorter period is agreed to in writing by the parties, of any proceeding relating to any assumption of this Lease or any intent to abandon the Property, which abandonment shall be deemed a rejection of the Lease; and

(4) To perform to the benefit of Landlord otherwise required under the Code.

21. NOTICES

Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and mailed by registered or certified mail, by hand delivery, or sent by air courier or expedited mail service, return receipt requested, addressed to the other party as follows:

(a) If to Tenant: ______________________
_______________________
_______________________
(b) If to Landlord: President
University of Kentucky
101 Main Building
Lexington, Kentucky  40506-0032

Copy to: University Legal Counsel
University of Kentucky
301 Main Building
Lexington, Kentucky  40506-0032

or at such other address as may be specified from time to time in writing by either party. All such
notices hereunder shall be deemed to have been made on the date marked on the return receipt
unless delivery is refused or cannot be made, in which case, the date of postmark shall be deemed
as the date notice has been given.

22. ESTOPPEL CERTIFICATES

22.1 Either party shall, without charge, at any time and from time to time hereafter,
within ten (10) days after written request of the other, certify by written instrument duly executed
and acknowledged to any mortgagee, if permitted, or purchaser, or any other person, firm or
corporation specified in such request:

(a) Whether this Lease has been supplemented or amended, and if so the
substance and manner of such supplement or amendment;

(b) The validity and force and effect of this Lease, in accordance with its tenor
as the constituted;

(c) The existence of any default hereunder;

(d) The existence of any offsets, counterclaims or defenses hereto on the part
of such other party;

(e) The commencement and expiration dates of the Term of this Lease; and

(f) Any other matters as may reasonably be so requested.

Any such certificates may be relied upon by the party requesting it and any other person, firm or
corporation to whom the same may be addressed and the contents of such certificate shall be
binding on the party executing same.
23. GOVERNING LAW

23.1 This lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Kentucky.

24. SEVERABILITY

24.1 If any term, covenant, condition or provision of this Lease or the application hereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforced to the fullest extent permitted by the law.

25. SHORT FORM LEASE

25.1 The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the Property, the Term of this Lease and any other provisions as approved by Landlord in its reasonable discretion, but always excluding all rental and other financial provisions.

26. INTERPRETATION

26.1 Whenever herein the singular number is used, the same include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The headings used herein are for reference convenience only and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The various signed copies may be exchanged between the parties after execution via facsimile, electronic mail, or by other means. As used in this Lease, the words “person” or “entity” shall mean, where appropriate, an individual and/or an entity. All exhibits attached hereto are incorporated herein by this reference. Time is of the essence in the performance by Landlord and Tenant of their respective obligations under this Lease. In the event that any time period set forth in this Lease ends or expires on a Saturday, Sunday or legal holiday in the locality where Property is located, such time period shall instead end or expire on the nearest business day thereafter.

27. NO MODIFICATION

27.1 This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this
Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by both parties hereto.

28. SUCCESSORS AND ASSIGNS

28.1 This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns and shall inure to the benefit of Tenant and the assigns and subtenants of Tenant.

29. REPRESENTATIONS BY TENANT

29.1 Tenant represents and warrants to Landlord that: (i) Tenant is a duly organized and existing legal entity, in good standing in the state of its organization or incorporation and is qualified to do business in the state where the Property is located; (ii) Tenant has full right and authority to execute, deliver and perform this Lease; (iii) the person executing this Lease on behalf of Tenant was authorized to do so; and (iv) upon Landlord’s request, such person will deliver satisfactory evidence of his or her authority to execute this Lease.

30. BROKER’S COMMISSION

30.1 Tenant and Landlord represent and warrant to each other that they have dealt with no broker, agent or other intermediary in connection with this Lease. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims made by any broker, agent or other intermediary, with respect to a claim for any broker’s commission or fee or similar compensation brought by any person in connection with this Lease to the extent such broker, agent or other intermediary makes a claim through Tenant.

31. NO JOINT VENTURE

31.1 Any intention to create a venture or partnership relation between the parties hereto is hereby expressly disclaimed.

32. NO OPTION

32.1 The submission of this Lease for examination does not constitute a reservation of or option for the Property and this Lease shall become effective only upon execution and delivery thereof by both parties.

33. THIRD PARTY BENEFICIARY

33.1 Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of a Leasehold Mortgagee.
34. NON-WAIVER OF DEFAULT

34.1 No acquiescence by either party to any default by the other party hereunder shall operate as a waiver of its rights with respect to any other breach or default, whether of the same or any other covenant or condition. No payment received by Landlord of a lesser amount than the Rent or other charges due hereunder shall be deemed to be other than on account of the earliest stipulated Rent or other charges, nor shall any statement on a check or any letter accompanying a payment of Rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord’s right to recover the balance of Rent or other charges or pursue any remedy in this Lease.

35. HOLDING OVER

35.1 In the event of Tenant’s continued occupancy of the Property after the expiration of the Term of this Lease or any renewal or extension thereof, or any earlier termination provided or permitted by this Lease, such tenancy shall be from month-to-month and such continued occupancy shall not defeat Landlord’s right to possession of the Property. All other covenants, provisions, obligations and conditions of this Lease shall remain in full force and effect during such month-to-month tenancy, except the Annual Rent due hereunder shall double.

36. EQUAL OPPORTUNITY

36.1 Tenant shall comply with Landlord’s nondiscrimination policy and shall not in its operations or employment practices discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or smoker or nonsmoker status, as long as the person complies with Landlord’s policy concerning smoking.

37. CONSENT TO JURISDICTION AND VENUE

37.1 Tenant hereby consents to the jurisdiction of any state or federal court located within the County of Franklin, Commonwealth of Kentucky, and irrevocably agrees that, subject to Landlord’s sole and absolute election, any case or proceeding relating to the Lease and any actions relating to the Property shall be litigated in such courts, and Tenant waives any objection Tenant may have based on improper venue or forum non-conveniens to the conduct of any proceeding in any such court. Nothing contained in this Section shall affect the right of Landlord to bring any action or proceeding against Tenant or the property of Tenant in the courts of any other jurisdiction. Tenant and Landlord hereby waive their right to trial by jury in any litigation related to this Lease.

Remainder of Page Intentionally Left Blank; Signature Pages Follow
IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

LANDLORD:

COMMONWEALTH OF KENTUCKY,
UNIVERSITY OF KENTUCKY

By: ______________________________
   Eric Monday
   Executive Vice President
   Finance and Administration

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this __ day of __________, 20__, by Eric Monday, as Executive Vice President for Finance and Administration of the University of Kentucky, for and on behalf of the University of Kentucky.

My Commission expires: ________________.

____________________________________
NOTARY PUBLIC (#:_______________)

TENANT:

____________________________________
By: ________________________________
   ________________________________
Title: ______________________________

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this __ day of __________, 20__, by _______________________, as ___________________ of __________________, a _________________, on behalf of said ________.

My Commission expires: ________________.

___________________________________
NOTARY PUBLIC (#:_______________)
Examined for form and legality by:

Legal Counsel, University of Kentucky

________________________________
Thalethia B. Routt

Reviewed by:

________________________________
UK Coldstream Research Campus
EXHIBIT A

LEGAL DESCRIPTION

BEING all of Lot No. __ (consisting of ______ acres), as shown by that Amended Final Record Plat of the Coldstream Research Campus, Unit __, in Lexington, Fayette County, Kentucky, of record in Plat Cabinet __, Slide __, in the Fayette County Clerk’s Office; said property being known and designated as (street address of property).
EXHIBIT B

PERMITTED EXCEPTIONS
EXHIBIT C
GUIDELINES FOR PERMITTED USES ON THE UNIVERSITY OF KENTUCKY COLDSTREAM RESEARCH CAMPUS

A. GENERAL SELECTION CRITERIA - Tenant must be either:

1. Engaged in research and development or the production of scientifically-oriented products, or the type of activity which would help attract such users; or

2. Capable of enhancing the reputation of the University, the Lexington area, and the Commonwealth of Kentucky. Examples include major corporations and nonprofit associations and institutes.

In addition, the prospective user must be capable of and committed to establishing a mutually beneficial relationship with the University through joint research programs, employment opportunities, and similar linkages.

B. PERMITTED USES - The Coldstream Research Campus will be an area devoted to business, research, science, and related production activities which could benefit from a proximity to the University of Kentucky and be in harmony with the development and economies of the greater Lexington and Kentucky communities. Within this context, the following uses will be permitted:

1. Laboratories, offices, and other facilities for basic and applied research, testing, and consulting.

2. Production or assembly of prototype products, scientifically-oriented production, or the assembly of high technology products which are related to the on-site research and development, activities of the tenant.

3. Pilot plants in which processes planned for use in production elsewhere can be tested and assembled.

4. Pharmaceutical preparation and research-related production facilities.

5. Corporate headquarters and regional divisions of companies including those working with University of Kentucky research programs, faculty, or facilities, or companies with whom the University seeks a relationship.

6. Associations and other nonprofit institutions primarily engaged in industry-based research, social science analysis, or educationally-oriented activities.

7. Accessory and supporting uses, such as food and other retail services and administrative and office support functions, conducted primarily for the convenience of Coldstream Research Campus employees.
8. Facilities for physical recreation, including fitness centers and sports courts.

9. Residential facilities on certain parcels or lots may be acceptable if preapproved in writing by the Landlord.

10. Research, instruction, and outreach activities conducted or jointly sponsored by the University of Kentucky.

C. PROHIBITED USES - No facility or activity at the Coldstream Research Campus shall create a nuisance, have a significant adverse effect on the environment, or create a safety hazard. Specifically, prohibited uses include:

1. The manufacture, storage, distribution or sale of any products or items that would create a fire hazard to any improvement at Coldstream Research Campus.

2. Any business which constitutes a nuisance through the emission of odors, gases, smoke or dust that could reasonably be expected to be injurious to property or persons or otherwise objectionable.

3. Any activity that produces noise in excess of reasonable standards to be established by the University.

4. Any operation that would produce radiation or radioactivity beyond the lot line or which would impact the soils and/or surface and groundwater at Coldstream Research Campus.

5. Storage of material or the use of equipment or research processes which could cause earth tremors or vibrations beyond the boundaries on the lot upon which they are situated.


7. Any activity producing electrical radiation which would adversely affect operations equipment other than that of the creator of the electrical radiation.

8. Any activity creating sewage or industrial waste whose proposed disposal method would not comply with applicable federal, state, and local standards.

9. Any purpose or uses in violation of the applicable laws of the United States, the Commonwealth of Kentucky, or Fayette County.

10. Items 2 and 3 of prohibited uses in the Light Industrial (1-1) zone of the Lexington-Fayette Zoning Ordinance, 8-20(e).

11. Items 2-5 of prohibited uses in the Professional Office (P-l) zone of the Lexington-Fayette Zoning Ordinance, 8-13(e).
12. Prohibited uses in the University Research Campus (P-2) Zone.

*Remainder of Page Intentionally Left Blank*
EXHIBIT D

CONSTRUCTION REQUIREMENTS

A. Definitions:

(1) “Plans and Specifications” means (i) a final site plan, including, without limitation, all site Improvements, grades, elevations, site lighting, and all exterior mechanical structures, (ii) detailed construction plans, (iii) any other drawings and related documents for the Improvements in sufficient detail, as to the interior and exterior of the Improvements, to obtain a building permit, (iv) the identity of all of Tenant’s Contractors, (v) all contracts between Tenant and Tenant’s Contractors, (vi) a schedule for the completion of the construction, (vii) evidence of compliance with all insurance requirements and all Governmental Requirements (including, without limitation, copies of permits), (viii) plans for any signage to be placed on the Property or Improvements, (ix) a good faith estimate of the anticipated total amount of the development costs for completing the proposed construction, (x) copies of all required payment and performance bonds, (xi) all other documents and information required to be delivered to Landlord prior to start of construction pursuant to this Lease, and (xii) such other documents and information as Landlord reasonably requests.

(2) “Substantial Completion” means when the Improvements or any portion of the Improvements have been substantially completed in accordance with generally accepted construction standards and practices and a certificate of occupancy has been issued for the completed work.

B. Development: Tenant may improve the Property by constructing Improvements thereon. In all construction on the Property, Tenant will comply with the following conditions:

(1) Approvals. Tenant shall prepare and submit Plans and Specifications to Landlord for written approval, which approval will not be unreasonably withheld. As part of approving the Plans and Specifications, Landlord shall be entitled to approve or reject Tenant’s Contractors named therein. Landlord shall either approve or disapprove in writing any of the items submitted for approval to Landlord by Tenant within thirty (30) days of Landlord’s receipt thereof. Any disapproval shall be accompanied by a written explanation setting forth in detail the reasons for disapproval. Failure by Landlord to express disapproval of any such item within such thirty (30) day period shall constitute Landlord’s approval of such item. In the event Landlord disapproves of any such item, Tenant shall cause such item to be appropriately revised as soon as possible after receipt of a notice of disapproval and resubmit the same to Landlord for approval pursuant to this Section. Landlord and Tenant agree to reasonably cooperate with each other in resolving any objections of the other to such item and/or requested modifications by the other. The provisions of this Section with respect to notice, time for and method of approval shall apply to any such revised item resubmitted.
to Landlord for approval. Upon approval of any such item, whether directly or through Landlord’s failure to disapprove the item within the time set forth in this Section, upon Tenant’s request Landlord shall execute and return a copy of such item to Tenant marked approved by Landlord with the date of such approval. The criteria used by Landlord in approving or disapproving the Plans and Specifications shall include, but shall not be limited to, compliance of all visible exterior improvements, exterior additions, exterior alterations, exterior modifications and all landscaping improvements with the Coldstream Research Campus Design Guidelines. Design implementation shall be as set forth in the Coldstream Research Campus Design Guidelines.

(2) Changes to Plans and Specifications. Tenant may make changes and modifications which are not material to the Plans and Specifications or other items required to be approved by Landlord or to resolve a minor inconsistency or ambiguity without obtaining Landlord’s prior approval. No material modification or alteration may be made to such items without the prior written consent of Landlord. For purpose of this Section, “material modification” shall include, without limitation, any modification that affects the intended use of the Property or Improvements, exterior appearance of the Property or Improvements, the identity of Tenant’s Contractors, the schedule for completion of the construction, or the cost of constructing the Improvements by $10,000.

(3) Communication and Consultation. Landlord and Tenant agree to communicate and consult informally as frequently as is necessary to insure the submittal of any item pursuant to this Section can receive prompt and speedy consideration. In addition, during the period that Tenant is preparing the drawings and the Plans and Specifications, Landlord and Tenant shall schedule and hold regular progress meetings in order to coordinate the compliance of such drawings and the Plans and Specifications with the construction requirements of this Lease. During construction preparation period and continuing through the completion of the construction, a representative of Landlord will be invited to monthly construction progress meetings between Tenant and Tenant’s Contractors and will be informed of all material updates regarding the construction.

(4) Performance and Payment Bonding. To insure completion of such Improvements as required herein and to insure payment for all suppliers, subcontractors, labors, equipment, etc., Tenant shall secure performance and payment by bonding in an amount, and issued by a company, reasonably acceptable to the Landlord.

C. Construction.

(1) Restrictions: Governmental Permits. No Improvements shall be constructed or maintained unless the same conform to and are consistent with applicable zoning for the site, all other applicable Governmental Requirements (including without limitation any conditional use permit or other license, permit, or certificate
required to be issued by Governmental Authorities in connection with the Improvements), and the Plans and Specifications approved by Landlord. Before commencement of construction or development of the Improvements, Tenant shall, at Tenant’s sole cost and expense, secure any and all applicable permits, licenses and other approvals which may be required by any Governmental Authority having jurisdiction over such construction, development or work.

(2) **Construction Standards.** All construction, additions, alteration, Restoration, replacements, or repair work permitted by this Lease shall be accomplished expeditiously, diligently and in a good and workmanlike manner that is consistent with good engineering and construction practices and in compliance with the Plans and Specifications and Governmental Requirements. Tenant shall take all reasonably necessary measures to minimize any damage, disruption or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons and entities affected thereby. Tenant shall pay (or cause to be paid) all costs and expenses associated with such work and shall indemnify and hold Landlord harmless from all damages, lawsuits and claims attributable to the performance of such work, and such indemnity obligation shall survive the expiration or terminations of this Lease. Dust, noise and other effects of such work shall be controlled using commercially accepted methods customarily utilized in order to control deleterious effects associated with construction projects in a populated or developed area.

(3) **Costs of Construction.** The entire cost and expense of designing, obtaining approvals, and constructing any and all Improvements shall be borne and paid exclusively by Tenant. To the extent Landlord incurs any such costs, Tenant shall reimburse Landlord for said costs on demand.

(4) **Reports and Information.** Tenant shall provide Landlord with copies of all material documents and correspondence related to the satisfaction of the items in the Plans and Specifications. In addition, Tenant shall promptly inform Landlord of any and all construction schedule updates in a monthly written progress report, in a form reasonably satisfactory to Landlord, that sets forth all material updates related to the construction since the previous progress report.

(5) **Landscaping.** As promptly as reasonably possible following the Substantial Completion of the new buildings included in the Improvements, Tenant shall complete the landscaping of the Property in accordance with the Plans and Specifications.

(6) **Additional Construction Conditions.**

i. Tenant is responsible for locating all existing utilities, known and unknown, and their locations will be included on final “as-built” documents.
ii. Erosion control and waterway protection, per LFUCG standards, is the responsibility of the Tenant. A copy of the LFUCG approved erosion control and waterway protection plan must be submitted to the Landlord prior to beginning work on the site as part of the Plans and Specifications and must be maintained daily for the duration of construction.

iii. Roadways, sidewalks, bike paths, and common areas must be kept clean and free of dirt originating from construction activities and cleaned daily. Site access will be allowed only through approved “construction entrances” constructed in accordance with LFUCG standards. The site plan submittal will include proposed temporary security fencing and access points. Site security is the responsibility of Tenant.

iv. Existing trees, adjoining site vegetation, and nearby structures and people will be protected from construction activities at all times. At no time will adjacent lots be used for parking, storage, access, or staging, unless approved in writing, in advance, by Landlord or the respective property owner. Barriers will be erected to protect existing trees, structures, and people, and prevent disturbance within the drip lines.

v. Roadways, sidewalks, bike paths, and common areas which will be closed due to construction activities will be barricaded and notification signs will be placed and maintained throughout construction.

vi. A construction traffic route for all incoming and outgoing traffic will be established and approved by Landlord before construction begins and will be enforced by Tenant until construction is complete. Aristides Boulevard will not be used for construction traffic.

vii. Parking will not be allowed on the roadways, sidewalks, bike paths, or adjoining lots. Parking for construction activities must be within the confines of the Property or in areas approved by the Landlord prior to beginning construction.

viii. Construction project signs will be limited to the development site and must receive prior approval from Landlord.

ix. Blasting, if any, will be allowed only upon completion, submission, and approval of a “Blasting Plan” with supporting documentation including a pre-blast survey of surrounding buildings and proof of adequate insurance coverage.

x. An electronic (ACAD) and one paper copy of the project “as-built” documents, certified by the architect/engineer of record, will be submitted to Landlord at the completion of construction.
Responsibilities of Landlord.

i. Governmental Approvals. Landlord will reasonably assist and cooperate with Tenant in connection with reasonable requests by Tenant for, tentative or final, parcel, tract or subdivision map approval, variances and any other permit, license or other approval from any Governmental Authority which may be reasonably necessary for or which will facilitate the development, operation and use of the Improvements pursuant to this Lease.

ii. Easements. Landlord agrees, at no cost to itself, to join in granting or dedicating such public or private utility company easements as may be reasonably required for the development of the Property in accordance with this Lease.

iii. No Landlord Work. Landlord shall not be required to perform any work on the Property. Tenant is leasing the Property in an “as-is” condition. Tenant shall demolish and remove from the Property all signs, encroachments and existing improvements, including foundations and underground tanks, if any, and shall bury within the dedicated utility easements or immediately adjacent to the perimeter boundary lines of the Property all electric lines located on the Property, in conjunction with the development.

iv. No Warranty. LANDLORD’S RIGHT TO REVIEW AND APPROVE THE PLAN AND SPECIFICATIONS OR ANY OTHER MATTER RELATED TO CONSTRUCTION ON THE PROPERTY SHALL NOT BE DEEMED AS A WARRANTY OF THE FITNESS OR CORRECTNESS OF SUCH PLAN AND SPECIFICATIONS OR OTHER MATTER OR AN ASSUMPTION OF RESPONSIBILITY BY LANDLORD FOR THE ACCURACY, SUFFICIENCY, OR PROPRIETY OF THE PLAN AND SPECIFICATIONS OR A REPRESENTATION THAT THE PLAN AND SPECIFICATIONS PROVIDE FOR THE CONSTRUCTION OF IMPROVEMENTS THAT COMPLY WITH APPLICABLE LAWS, RULES, ORDINANCES OR REGULATIONS, AND NO SUCH REVIEW OR APPROVAL MAY BE RELIED UPON BY ANY PERSON OR ENTITY.

Tenant’s Contractor’s Insurance. In the event that Tenant commences an expansion, alteration or development of the Property, Tenant shall require Tenant’s Contractors to carry and maintain, at no expense to Landlord, the following non-deductible insurance coverages:

i. Commercial (General) Liability insurance, including (but not limited to) contractor’s liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractors protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than Three Million
Dollars ($3,000,000.00) per occurrence combined single limit/Five Million Dollars ($5,000,000.00) general aggregate (but not less than Three Million Dollars ($3,000,000.00) location aggregate), written on an occurrence basis.

ii. Comprehensive Automobile Liability insurance with limits for each occurrence of not less than One Million Dollars ($1,000,000.00) with respect to personal injury or death and Five Hundred Thousand Dollars ($500,000.00) with respect to property damage.

iii. Worker’s Compensation and Occupational Disease insurance in accordance with Governmental Requirements, including Employer’s Liability Insurance to the limit of One Million Dollars ($1,000,000.00).

iv. Owners and Contractors Protective Liability insurance for an amount not less than One Million Dollars ($1,000,000.00).

*Remainder of Page Intentionally Left Blank*
EXHIBIT F

COLDSTREAM RESEARCH CAMPUS
DESIGN GUIDELINES
Exhibit G
Tax Increment Financing

The ________________ project is being considered for Tax Increment Financing (“TIF”) participation of the Lexington-Fayette Urban County Government and the Commonwealth of Kentucky. But for the approval of this TIF incentive, the ________________ project may not move forward as envisioned in this Lease.

Landlord and Tenant agree to the following:

A. Tenant agrees to submit a completed state Tax Increment Financing (TIF) Business Questionnaire to Landlord (see Exhibit G-1, attached).

B. If not previously done, Tenant agrees to register its business with the Lexington Fayette Urban County Government (“LFUCG”), and provide its LFUCG occupational license number to Lessor.

C. Tenant agrees to submit a quarterly capital expenditure report to Landlord evidencing all capital expenditures made within the ________________ project during the previous calendar quarter. Tenant agrees to submit such capital expenditure report to Landlord within sixty (60) days of the end of each calendar quarter, commencing with the first calendar quarter end following the commencement of construction on the ________________ project. Such capital expenditure report shall continue to be submitted by Tenant on a quarterly basis to Landlord until the Lease has been terminated or Tenant has been notified by Landlord that such reports are no longer required. Each quarterly capital expenditure report shall be made using a form substantially similar to Exhibit G-2, attached and incorporated herein, and, if requested by Lessor, shall include electronic copies of paid invoices or receipts related to the capital expenditures. Quarterly capital expenditure reports shall clearly identify each capital expenditure item and the specific facility to which the expenditure was related.

D. Tenant agrees to submit a periodic tax report to Landlord evidencing the following taxes generated within the ________________ project and paid during the previous calendar year:

- Total local occupational license taxes withheld from employees working within the __________________ project and remitted to LFUCG during the previous calendar year.
- Total net profits taxes generated within the __________________ project and remitted to LFUCG during the previous calendar year.
- If Tenant does not operate under a distinct Kentucky sales tax ID number within the __________________ project, Tenant shall include on the report total state sales taxes collected and remitted to the state Department of Revenue, if applicable, during the previous calendar year on sales transacted within the __________________ project. If Tenant does operate under a distinct...
Kentucky sales tax ID number within the _______________ project, this item is optional.

- If Tenant does not operate under a distinct Kentucky withholding tax ID number within the _______________ project, Tenant shall include on the tax report total state income taxes withheld from employees working within the _______________ project and remitted to the state Department of Revenue during the previous calendar year. If Tenant does operate under a distinct Kentucky withholding tax ID number within the _______________ project, this item is optional.

Tenant agrees to submit such tax report to Landlord within sixty (60) days of the end of each calendar year, commencing with the first calendar year end after the commencement of construction on the _______________ project.

E. Landlord and Tenant expressly acknowledge that this Lease must be disclosed in response to a request made under the Kentucky Open Records Act, KRS 61.870 et seq., or as required by other applicable law. Except as required by the Kentucky Open Records Act or other applicable law or court order, Landlord agrees to hold confidential and will not disclose other information submitted by Tenant per the items above, and only use in conjunction with the reporting requirements of a TIF agreement with LFUCG and the Commonwealth of Kentucky.
Exhibit G-1

Tax Increment Financing (TIF) Business Questionnaire

TIF Development Authority

Agency Name
Contact Person
Title
Address
City, State
Telephone Number

Zip
Email Address

This form is distributed by the local TIF development authority for use in determining amounts eligible for TIF. The form must be completed by all businesses operating within the state footprint of an approved TIF project and returned to the local TIF development authority as noted above. If you have any questions, please contact the local TIF development authority.

Business Information

Business Name
DBA (if applicable)
Location Address
City, State
Zip
Contact Person
Telephone Number
Date operations began at this location

<table>
<thead>
<tr>
<th>Tax Identification Numbers (if applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commonwealth Business Identifier Number (CBI)</td>
</tr>
<tr>
<td>FEIN or SSN</td>
</tr>
<tr>
<td>KY Corporation Tax</td>
</tr>
</tbody>
</table>

Check Box if multiple locations file under this Tax ID

Are you registered with the Secretary of State?
☐ Yes  ☐ No

If yes, please provide the registered name, if it is not the Business Name or DBA listed above.

For Corporation Income Tax Purposes

Is all income earned at the site of the business location?
☐ Yes  ☐ No  ☐ Separate  ☐ Consolidated

KY Withholding
KY Sales Tax

Check Box if multiple locations file under this Tax ID

If a box was checked for multiple locations, please list the addresses of other business locations:

For multiple locations only - Are separate accounting records kept for activity within and outside the footprint?
☐ Yes  ☐ No

Provide a brief description of business activity, property sold and services provided at the location address:

Was the business previously operated under a different owner or name?
☐ Yes  ☐ No

Former Business Name:

Name of previous owner:

Date of acquisition:

I understand that the information provided will be confidential and will be shared only with the Commonwealth of Kentucky's Department of Revenue and the Cabinet for Economic Development.

Printed Name

Title
### Capital Investment Report

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Description</th>
<th>Date Paid</th>
<th>Check #</th>
<th>Invoice #</th>
<th>TIF Zone</th>
<th>Amount</th>
<th>TIF Reimbursable P.I. Costs</th>
<th>Non P.I. Capital Investment</th>
<th>Capital Invest. for $20mm Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>