

REAL ESTATE CONTRACT
AND DEVELOPMENT AGREEMENT

THIS REAL ESTATE CONTRACT AND DEVELOPMENT AGREEMENT (the “Agreement”) is hereby made and entered into this 16th day of March, 2021 (the “Effective Date”), by and between the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (the “Seller” or “City”), and Integris BioServices LLC, a Kansas Limited Liability Company, or assigns (the “Buyer” or “Integris”) (collectively, the “Parties”, and each, a “Party”).

WHEREAS, Integris has interest in purchasing and developing a commercial development project for bioscience, bioanalytical testing and laboratory purposes (the “Project”) on a property owned by the City which is located in the City within the Kansas Bioscience Park, as more particularly identified in **Exhibit A**, attached hereto and incorporated by reference herein, together with all rights, easements and appurtenances pertaining thereto and all improvements and vegetation thereon (**the** “Property”); and

WHEREAS, the Parties mutually desire to enter into this Agreement for the purpose of conveying title to the Property and setting forth certain terms pertaining to the Buyer’s development of the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency

of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Purchase Price. Seller shall sell the Property to Buyer and Buyer shall purchase the Property from Seller for the sum of One Dollar (\$1.00) (the "Purchase Price"), by delivery of immediately available and collectible funds the receipt and sufficiency of which is hereby acknowledged by Seller, less the Deposit, and subject to adjustments as provided herein.

2. Deposit. Within twenty (20) business days from the Effective Date of this Agreement, Buyer shall deposit with the City an earnest money deposit of Thirty Thousand Dollars (\$30,000) (the "Deposit"). Except as otherwise provided in Paragraphs 3.B. and 12, below, the Deposit will be credited by the City against the fees the Buyer will be required to pay for development of the Property for the Project. Such fees may include, but not be limited to, land use (e.g., final site development plan and final plat) application fees, building permit fees, City inspection fees, utility service connection fees, or any other development-related fees levied by the City in accordance with applicable sections of the Olathe Unified Development Ordinance ("UDO") or the Municipal Code ("OMC").

3. Taxes & Special Assessments.

A. Taxes. The Parties acknowledge that no taxes are currently levied on the Property, and therefore Seller is not responsible for the payment of any ad valorem real property taxes on the Property through the Possession Date (as defined in Paragraph 5, below). Buyer will be responsible for the payment of all ad valorem real property taxes on the Property after the Possession Date.

B. Special Assessments. Buyer acknowledges that certain special assessments are levied against the Property for the Property's share of the cost of certain public improvements which benefit the Property. Buyer further acknowledges and agrees that it will be responsible for the payment of all such special assessments after Transfer of Title. Such special assessments shall be levied in the amounts and in the years as set forth in **Exhibit B**, attached hereto and incorporated by reference herein. The Deposit may not be credited toward the payment of any special assessments levied against the Property.

4. Transfer of Title. Within thirty (30) days of the satisfaction or waiver of all conditions precedent and contingencies as set forth herein, Seller agrees to convey the Property to Buyer by special warranty deed (the "Transfer of Title"). If the Seller does not approve or issue (as applicable) all Project Approvals to the Buyer's satisfaction, then the Seller will not be obligated to convey the property, and the Buyer will be refunded the Deposit. Seller agrees to pay all costs to record such Transfer of Title instrument in the Johnson County Land Records. Any additional costs related to the Transfer of Title (including, but not limited to, title reports, appraisals, inspections, or title insurance) will be paid by Buyer. If any portion of the Deposit remains at the time of the Transfer of Title, such excess amount shall be returned to Buyer.

5. Possession. Seller will deliver possession of the Property upon recording of the Transfer of Title instrument (the "Possession Date").

6. Environmental Inspection. Within thirty (30) days of the Effective Date, Seller shall provide Buyer all existing environmental reports on the Property, if any,

completed within the twelve (12) months preceding the Effective Date of this Agreement (the "Environmental Reports"). Buyer shall have until the expiration of the Inspection Period (as defined in Paragraph 8, below) to review the reports, obtain updated Environmental Reports if it wishes, and submit written notification to Seller of any unacceptable environmental conditions. In the event Buyer determines, in its sole and absolute discretion, that the Property contains an unacceptable environmental condition, this Agreement shall, at Buyer's option, be null and void, in which event the Deposit shall be immediately returned to Buyer and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

7. Survey. Seller shall, within ten (10) days after the Effective Date, cause to be furnished to Buyer, at Seller's sole cost and expense, all existing surveys of the Property, if any. Buyer will be responsible, at its sole cost and expense, for obtaining any additional survey Buyer wishes to acquire (the "Survey").

8. Inspection Period. Buyer, its agents and representatives, shall have sixty (60) days after receipt of the last of any Environmental Reports and surveys provided by Seller, or if Seller does not provide any Environmental Reports or survey within sixty (60) days after the Effective Date, the Buyer, its agents and representatives, shall have sixty (60) days after the Effective Date (the "Inspection Period"), to enter upon the Property to inspect the same and to perform such tests as needed to determine surface, subsurface and structural conditions of the Property, including but not limited to conducting Phase I and Phase II environmental inspections and core drillings. In the event Buyer notifies Seller during the Inspection Period that Buyer elects to terminate this Agreement for any or no reason, in Buyer's sole and absolute discretion, then this

Agreement shall be null and void, in which event the Deposit shall be immediately refunded to Buyer and neither Buyer nor Seller will have any further liabilities, obligations or rights with regard to this Agreement.

9. Representations and Warranties. Seller represents, warrants and covenants to Buyer that:

A. Capacity & Authority. Seller has the legal capacity and authority to execute and deliver this Agreement and all instruments to consummate the sale of the Property.

B. Right to Convey Title. Seller has no knowledge that any person other than Seller has any right, title or interest in and to the Property.

C. Outstanding Litigation. To Seller's knowledge, there are no causes of action, suits or judgments against Seller or the Property which would delay or prohibit the sale.

D. Other Obligations or Liens. There are no leases, contracts, agreements or obligations of Seller for and with respect to the Property which has not been disclosed to Buyer in writing, and which are or may become a lien against the Property or an obligation of Buyer upon Transfer of Title.

E. Threats of Condemnation or Disconnection of Utilities. To Seller's knowledge, Seller has received no written notices of any pending or threatened condemnation or disconnection of any existing utilities.

F. Environmental Matters. Except as set forth in the Environmental Reports provided by Seller, if any, to Seller's knowledge, there has

occurred no release, generation, discharge, manufacture, treatment, transportation or disposal on or in connection with the Property of any hazardous, dangerous or toxic materials, substances or wastes (all, collectively, "Hazardous Materials"), as any of such terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (known as "CERCLA") or the Resource Conservation and Recovery Act (known as "RCRA") or any other applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing standards of conduct concerning any hazardous, toxic or dangerous materials, substances or wastes (all, collectively "Environmental Laws") in violation of any Environmental Laws.

G. Utilities; Access. The Property has adequate water supply, storm and sanitary sewage facilities, telephone, gas, electricity and other required public utilities located at, and fire protection available to, its boundary line; and all streets and roads necessary for access to and utilization of the Property or any part thereof have been completed, dedicated and accepted for maintenance and public use by the appropriate governmental authorities; and no easements are required by the owner of the Property for such access to, full utilization of, and/or otherwise in connection with, any utilities.

H. Soil Conditions. To the best of Seller's knowledge there are no soil conditions materially adverse to the construction of the Project on the Property.

I. Alterations. There have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during the last sixty (60) days immediately preceding the Effective Date.

10. Conditions Precedent. It is specifically agreed that Buyer's obligations hereunder are conditioned upon the satisfaction that Seller's warranties and representations set forth in this Agreement shall remain true and correct in all material respects on and as of the Possession Date. Should any warranty or representation not be true and accurate, in effect, and complied with, as applicable, on or before the Possession Date, Buyer shall have the option of (i) waiving compliance with any one or more of said warranties or representations and accepting the Transfer of Title, (ii) delaying the Possession Date for a reasonable period of time, not to exceed thirty (30) days, in order to provide Seller time to satisfy such warranties or representations, or (iii) terminating this Agreement, in which latter event the Deposit shall be immediately refunded to Buyer and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

11. Maintenance of the Property. Prior to Transfer of Title and during possession of the Property, the Property shall be maintained by Seller in a reasonable, professional and prudent manner and in its current condition at all times. Subject to Buyer's termination rights hereunder, Buyer is buying the Property in its "as is" condition.

12. Development Approval Contingencies. The City understands that Integris intends to submit application(s) for industrial revenue bonds for the purpose of ad

valorem real property tax abatement and retail sales tax exemption for the purchase of building materials and furniture, fixtures, equipment (“FF&E”), and for preliminary and final site development plan, re-platting, and related building and other permits/applications for construction and operation of the Project on the Property, consistent with the City’s adopted design guidelines applicable to the Project, all subject to the terms and conditions to be agreed upon during the development application process (collectively, the “Project Approvals”).

The Parties acknowledge that Integris’ acquiring title to the Property is contingent upon Integris obtaining the Project Approvals under the conditions set forth below. If any of Buyer’s requested Project Approvals are denied by the City or approved in a form not satisfactory to Buyer in its sole discretion, or at any time prior to the City’s approval of all Project Approvals in a form satisfactory to Buyer in its sole discretion, Buyer may terminate this Agreement by written notice to Seller, in which event the Deposit shall be immediately refunded to Buyer and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

The Parties agree that the development of the Property is in the best interests of all Parties and requires their ongoing cooperation. Integris hereby states and agrees to fully comply with all applicable City requirements. The City hereby states its intent to cooperate with Integris in the resolution of mutual problems pertinent to the Project Approvals, and its willingness to facilitate the development of the Project on the Property as contemplated by the provisions of this Agreement and that certain Development Agreement between the City, Kansas State University, and the Kansas Department of Commerce (F/K/A Kansas Bioscience Authority) dated September 20,

2007 (the “Bioscience Park Agreement”), unless prohibited by law. Such intention does not preclude City staff from making professional recommendations regarding the Project Approvals which are in conflict with Integris’ requests and/or desires pertaining to any of the Project Approvals.

a. Industrial Revenue Bonds & Tax Abatement.

- i. Submittal. Within thirty (30) days of the Effective Date, Integris may submit, and the City agrees to consider in good faith upon submission, an application for issuance of industrial revenue bonds (“IRB”), in one or more series, granting a 10-year, 55% real property tax abatement, and approving a retail sales tax exemption for the purchase of building materials and FF&E, all in connection with development, construction, equipping, and financing the Project on the Property in accordance with Kansas law, the City’s Industrial Revenue Bond and Tax Abatement Policy (City Council Policy F-5) (the “IRB Policy”), and the Bioscience Park Agreement. Integris agrees to submit any and all required information to the City with its application which demonstrates that the Project will have a positive benefit to cost ratio for the City.
- ii. IRB Fees. Integris agrees to pay any and all applicable fees related to the issuance of the City’s IRBs, including but not limited to, the City’s application, issuance, and bond counsel

fees (the “IRB Fees”).

- iii. Public Art. Integris acknowledges and agrees that, as required by the IRB Policy, it will comply with OMC Section 2.82.130 (Public Art Associated with Development Incentives) and will either (a) incorporate public art on its final site development plan application materials for review by City staff in accordance with the UDO or (b) make no less than the minimum required contribution to the City’s Public Art Fund. The Deposit may not be credited toward the costs and/or investments made by Integris to comply with such OMC Section.
- iv. Community Benefit. Integris acknowledges and agrees that, as required by the IRB Policy, so long as the IRBs remain outstanding, Integris will actively participate in the civic, charitable, educational, philanthropic and economic development of the City of Olathe. Accordingly, at a minimum, Integris will: (a) at all times be a dues-paying member in good standing with both the Olathe Chamber of Commerce and the Olathe Economic Development Council; and (b) make an annual donation to the Olathe Community Foundation in an amount to be determined in the sole discretion of Integris, but no less than \$3,000 annually (collectively, the “Community Investments”). The first such

annual donation will be made by Integris concurrently with closing on the IRBs. If Integris chooses to lease any portion of the Project, Integris may pass on all or a portion of the required annual donation cost to its lessees but must collect their lessee's donations and remit them to the City. The Deposit paid by Integris prior to the Possession Date may not be credited toward the Buyer's obligations to make its required Community Investments.

b. Rezoning & Development Plan.

- i. Submittal. The Parties acknowledge that the Property is currently zoned Business Park ("BP") and that Integris' proposed use of the Property for the Project is consistent with the City's BP zoning designation. The Parties further acknowledge that Integris has submitted formal applications for a preliminary site development plan and final plat for the Property and will, if such applications are approved by the City Planning Commission, within sixty (60) days of such approval, submit an application for a final site development plan (the "Land Use Applications"). Such final site development plan will include all necessary and proper documentation and support data and analysis and comply with all plan procedures set forth in the City's land development regulations, including, but not limited to, the UDO. Furthermore, the Project will meet all architecture design and building material requirements set forth in

the UDO and Bio Science Park Criteria Manual unless waivers to such requirements are approved by the City. The City agrees not to rezone or consider any applications for preliminary or final site development or platting of any of the Property submitted by other parties without the written permission of Buyer during the term of this Agreement.

- ii. Comprehensive Plan. Buyer further acknowledges that the City has adopted a Comprehensive Plan, and that such Comprehensive Plan includes a Future Land Use Map. The map is intended to serve as a general guide for future land use decisions. Many of the boundaries on the map are generalized for illustration purposes and may vary when applied to specific parcels and developments. Because it is difficult to predict market and other conditions for multiple decades, it is anticipated that the actual development of the community may differ in some respects from the illustrative vision found in the Future Land Use Map. Buyer acknowledges that the proposed development of the Project should be consistent with the Future Land Use Map. A determination on compliance with the Comprehensive Plan and the Future Land Use Map will be a part of the rezoning application.
- iii. Associated Plans & Standards. Buyer further acknowledges that the City has adopted associated plans, a major street map, and subsequent amendments, including, but not limited to, standards

for driveway access and setbacks for sewer lines, parking lots, and buildings for future development. Unless otherwise provided herein or in the Project Approvals, Buyer acknowledges that development of the Property will be subject to City development standards as reasonably required by the City for all development projects within the City as expressly set forth in the Project Approvals.

- iv. Costs. Buyer acknowledges and agrees that the City shall not be responsible for any fees, costs, or expenses of any kind whatsoever resulting to Buyer if the Land Use Applications are denied by the City in accordance with the provisions of the City's land development regulations and Kansas law.

c. Permits & Commencement of Construction. The Parties agree and acknowledge that it is in their mutual best interest for Integris to expeditiously develop the Project on the Property after Transfer of Title. However, in the event that Integris fails to commence construction of the Project on the Property within one hundred eighty (180) days of the Transfer of Title date (the "Commencement Date"), the Parties agree that Integris will immediately re-convey the Property back to the City at no cost to the City. Integris may submit one (1) written request to the City to extend the Commencement Date stipulating the reasons why Integris should be granted an extension and specifying the duration of such extension. The granting of such extension is at the sole discretion of the City.

13. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or on the day

said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller:	City of Olathe PO Box 768 Olathe, KS 66051-0768 ATTN: City Clerk
With a Copy to:	Ronald R. Shaver Olathe City Attorney PO Box 768 Olathe, KS 66051-0768
If to Buyer:	Integris BioServices LLC Attn: John Bucksath, CEO 12400 Shawnee Mission Parkway Shawnee, KS 66216
With a Copy to:	Polsinelli PC 900 W. 48 th Place, Suite 900 Kansas City, MO 64112 Attn: Curt Petersen

or to such other address as the parties may from time to time designate by notice in writing to the other parties.

14. Amendments. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

15. Default. In the event the purchase and sale is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, by Seller to convey the Property in accordance with the terms and conditions provided herein, or because of other fault of Seller or reason provided herein for Buyer not consummating this transaction, the Deposit paid in connection with this Agreement shall be returned to

Buyer as their sole and exclusive remedy, and as full, complete and final liquidated damages. In the event the purchase and sale is not consummated because of the default of Buyer, then upon written notice to Buyer of such default, the Deposit paid hereunder will be retained by Seller as their sole and exclusive remedy, and as full, complete and final liquidated damages. Seller and Buyer hereby agree that it would be impossible to ascertain the damages accruing to a Party as a result of a default by the other Party under this Agreement. The payment of said liquidated damages, therefore, shall constitute the sole and exclusive remedy against the defaulting Party by the non-defaulting Party and shall be in lieu of the exercise by the non-defaulting Party of any other legal or equitable right or remedy which the non-defaulting Party may have against the defaulting Party as a result of the defaulting Party's default. In addition, before the non-defaulting Party exercises its remedy under this Section 15, it shall first give written notice and a thirty (30) day cure period to the defaulting Party.

16. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas. If State or Federal laws or amendments to UDO or OMC are enacted after execution of this Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the Parties hereto; provided, however, that the City agrees that it will not modify this Agreement in any manner which would in any way be inconsistent with the intent of the Parties to provide for development of the Property in accordance with the terms and conditions hereof.

17. Legal Fees. In the event legal action is instituted by either of the Parties

to enforce the terms of this Agreement or arising out of the execution of this Agreement, each Party agrees to pay its own legal fees.

18. Waiver. Failure of either Buyer or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Buyer's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

19. Agents or Brokers. Each Party represents to the other that no broker, finder or intermediary is involved in the purchase and sale of the Property. Each Party hereby indemnifies and agrees to hold the other Party harmless from and against any and all costs arising or resulting, directly or indirectly, out of any claim by any broker or finder in connection with this transaction due to their respective acts.

20. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

21. Captions. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

22. Severability. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. Entire Agreement. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.** This Agreement constitutes the sole and entire agreement of the Parties and is binding

upon Seller and Buyer, their heirs, successors, legal representatives and assigns.

24. Voluntary Negotiation. Each party hereby acknowledges that it has the power and authority to enter into this Agreement. By signing this Agreement, each Party affirms that this Agreement was negotiated voluntarily and in good faith.

25. Limited Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party which is not a Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective designees, representatives, successors and/or assigns.

26. Assignment. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. Buyer may assign this Agreement without the consent of Seller to any entity in which it has a direct or indirect ownership interest of at least 51%.

27. Extensions. Any of the deadlines in this Agreement may be extended by mutual agreement of the Parties. The Governing Body of the City hereby authorizes the City Manager to make all such extensions deemed by the City Manager to be in the best interest of the City.

28. Option to Acquire Additional Land. City hereby grants Integris an option (the "Option") to acquire the approximately 5.5-acres of land adjacent to the Property, as legally described on **Exhibit C** attached hereto (the "Option Land"), under the following terms and conditions:

A. The term of the Option shall expire seven (7) years after the Effective Date (the "Option Term"). To exercise the Option, Integris must provide written notice to the City during the Option Term. The Parties will then enter into a Real Estate Contract and Development Agreement in the form of this Agreement, except that Integris will have two (2) years from acquiring the Option Land to commence construction.

B. If during the Option Term the City wants to convey some or all of the Option Land to a specific developer for development of such land, the City will give Integris written notice. Within sixty (60) days of receiving such notice, Integris will provide written notice to the City stating whether Integris wants to exercise the Option. If Integris exercises the Option within such 60-day period, the Parties will thereafter enter into a Real Estate Contract and Development Agreement in the form of this Agreement, except that Integris will have two (2) years from acquiring the Option Land to commence construction. If Integris does not exercise the Option within such 60-day period, the Option will automatically terminate.

C. Following the Transfer of Title date, the City and Integris will record against the Property and the Option Land a memorandum of this Agreement, which will include a general description of the Option.

D. If the Transfer of Title to the Property does not occur or the Property is re-conveyed to the City pursuant to the terms of this Agreement, then upon either event the Option shall automatically terminate.

E. The terms of this Section 28 will survive the Transfer of Title and will not merge with the City's deed conveying the Property to Integris.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the parties
hereto as of the date first above written.

SELLER:

City of Olathe, Kansas,
A Municipal Corporation

By: _____
John W. Bacon, Mayor

ATTEST:

Brenda D. Long, City Clerk

(SEAL)

BUYER:

Integris BioServices LLC, a Kansas Limited
Liability Company

By: _____
John Bucksath, CEO

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Part of Lot 1, KANSAS BIOSCIENCE PARK ADDITION, 1ST/ PLAT, a subdivision in the City of Olathe, as recorded in book 200807 at page 007500, Johnson County, Kansas, being more particularly described as follows:

Commencing at a point on the West line of said Lot 1, KANSAS BIOSCIENCE PARK ADDITION, 1ST/ PLAT, said point being 80.03 feet South of the Northwest corner of said Lot 1 and said point being the Northwest corner of the Southeast One Quarter of Section 10, Township 13, Range 23; thence along the West line of said Lot 1, South 01 degrees 51 minutes 24 seconds East, a distance of 534.41 feet to the Point of Beginning; thence North 88 degrees 08 minutes 36 seconds East a distance of 443.66 feet to a point of curvature on the East line of said Lot 1 and the West right of way line of Roundtree Street as now established by the said KANSAS BIOSCIENCE PARK ADDITION, 1ST/ PLAT; thence along the said East line of said Lot 1 and the West right of way line of said Roundtree Street the following three courses, Southerly on a curve to the right having an initial tangent bearing of South 04 degrees 29 minutes 34 seconds East, a radius of 470.00 feet, a central angle of 07 degrees 16 minutes 45 seconds and an arc length of 59.71 feet; thence South 02 degrees 47 minutes 11 seconds West a distance of 253.70 feet to a point of curvature; thence Southeasterly on a curve to the left tangent to the previous course, having a radius of 380.00 feet, a central angle of 40 degrees 10 minutes 57 seconds and an arc length of 266.50 feet; thence South 45 degrees 14 minutes 31 seconds West a distance of 45.93 feet; thence South 88 degrees 08 minutes 39 seconds West a distance of 457.97 feet to a point on the West line of said Lot 1; thence along the west line of said Lot 1, North 01 degrees 51 minutes 24 seconds West, a distance of 595.43 feet to the Point of beginning and containing 6.0045 acres more or less.

EXHIBIT B

MUTUAL CONSENT AND WAIVER REGARDING REALLOCATION OF SPECIAL ASSESSMENTS

1. The City of Olathe, Kansas (the "City") is the record titled owner of 100% of the following real estate (the "Property"):

A tract of land located in Lot 1; in the Kansas Bioscience Park Addition, 1st Plat, an addition to the City of Olathe, Johnson County, Kansas, located in the East One-Half of Section 10, Township 13 South, Range 23 East of the Sixth Principal Meridian, more particularly described as follows: Beginning at the Northwest Corner of said Lot I; Thence North 88°09'38"11 East, 380.24 feet measured and plat along the North line of said Lot 1 to the Northeast corner of said Lot 1; Thence South 1 °49'04"11 East, 309.25 feet measured vs. 309.29 feet plat along the Easterly line of said Lot 1; said Easterly line also being the Westerly Right-of-Way Line of Clay Blair Boulevard. Thence on a curve to the left, having a radius of 380.00 feet, an arc length of 130.65 feet measured vs. 130. 70 feet plat, a chord bearing of South 11°40'53"11 East, and a chord length of 130.00 feet, along said Easterly line of said Lot 1; Thence South 21 °27'2 "11 East, 42.71 feet measured vs. 42.65 feet plat, along said Easterly line of said Lot 1; Thence on a curve to the right, having a radius of 4 70. 00 feet, an arc length of 199 .46 feet measured vs. 199 .52 feet plat, a chord bearing of South 9°22'32"11 East, and a chord length 197 .96 feet, along said Easterly line of said Lot 1; Thence South 2°47'27" West, 253.70 feet measured and plat, along said Easterly line of said Lot 1; Thence on a curve to the left, having a radius of 380.00 feet, an arc length of 266.41 feet, a chord bearing of South 17°18'39"11 East, and a chord length 260.99 feet, along said easterly line of said Lot I; Thence South 45° 11 '07" West, 45. 77 feet along a line parallel to the Northwesterly line of Lot 2 of the Kansas Bioscience Park Addition, 3rd plat, an addition to the city of Olathe, Johnson County, Kansas; Thence South 88°08'39" West, 457.97 feet along a line perpendicular to the West line of said Lot 1 to a point on the West line of said Lot I : Thence North 1 °51 '21" West, 1129.55 feet along the West line of said Lot 1 to a 5/8" iron rebar at the Center Corner of said Section 10: Thence North 1 °50'38" West, 79.90 feet measured vs. 80.03 feet plat along the West line of said Lot I to the POINT AND PLACE OF BEGINNING; Said tract contains 11.58 acres, more or less. Subject to public roads, easements, reservations, restrictions, covenants and conditions, if any, now of record.

2. The Property is liable for special assessments (including interest on bonds issued to finance the Improvements) that appear on the tax bills for the Property (the "Special Assessments"). The Special Assessments are imposed for the costs of constructing the improvements (the "Improvements"), as described in and authorized pursuant to the following actions of the governing body of the City:

Kansas Bioscience Park Improvement District (Project No. 3-B-043 and 1-B-020), authorized by Resolution No. 07-1140 (the "Resolution") and Ordinance No. 08-07 and Ordinance No. 08-17 (collectively, the "Ordinance")

3. The City plans to sell a portion of the Property to Integris BioServcies, LLC, a Kansas Limited Liability Company (the "Buyer"). The portion of the Property to be sold to the Buyer is legally described as follows (the "Buyer's Property"):

Part of Lot 1, KANSAS BIOSCIENCE PARK ADDITION, 1ST/ PLAT, a subdivision in the City of Olathe, as recorded in book 200807 at page 007500, Johnson County, Kansas, being more particularly described as follows:

Commencing at a point on the West line of said Lot 1, KANSAS BIOSCIENCE PARK ADDITION, 1ST/ PLAT, said point being 80.03 feet South of the Northwest corner of said Lot 1 and said point being the Northwest corner of the Southeast One Quarter of Section 10, Township 13, Range 23; thence along the West line of said Lot 1, South 01 degrees 51 minutes 24 seconds East, a distance of 534.41 feet to the Point of Beginning; thence North 88 degrees 08 minutes 36 seconds East a distance of 443.66 feet to a point of curvature on the East line of said Lot 1 and the West right of way line of Roundtree Street as now established by the said KANSAS BIOSCIENCE PARK ADDITION, 1ST/ PLAT; thence along the said East line of said Lot 1 and the West right of way line of said Roundtree Street the following three courses, Southerly on a curve to the right having an initial tangent bearing of South 04 degrees 29 minutes 34 seconds East, a radius of 470.00 feet, a central angle of 07 degrees 16 minutes 45 seconds and an arc length of 59.71 feet; thence South 02 degrees 47 minutes 11 seconds West a distance of 253.70 feet to a point of curvature; thence Southeasterly on a curve to the left tangent to the previous course, having a radius of 380.00 feet, a central angle of 40 degrees 10 minutes 57 seconds and an arc length of 266.50 feet; thence South 45 degrees 14 minutes 31 seconds West a distance of 45.93 feet; thence South 88 degrees 08 minutes 39 seconds West a distance of 457.97 feet to a point on the West line of said Lot 1; thence along the west line of said Lot 1, North 01 degrees 51 minutes 24 seconds West, a distance of 595.43 feet to the Point of beginning and containing 6.0045 acres more or less.

4. Pursuant to the Resolution, Ordinance and this Mutual Consent and Waiver, we hereby consent to reallocation of the Special Assessments against (a) Buyer's Property and (b) the portion of the Property retained by the City after the sale of the Buyer's Property (the "City Property"), as set forth on **Exhibit 1** hereto. Such Special Assessments shall be recertified by the City to Johnson County, Kansas, against each of the Buyer's Property and the City Property. We hereby waive any and all rights to protest or otherwise challenge the levy of the Special Assessments in the amounts set forth on **Exhibit 1** hereto against the Property.

5. This Mutual Consent and Waiver shall be valid and binding against any subsequent transferee of the Property, and may be recorded in the real estate records of Johnson County, Kansas.

CITY OF OLATHE

By: _____
Name: _____
Title: _____
Date: _____

INTEGRIS BIOSERVICES, LLC
a Kansas Limited Liability Company

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1

**Kansas Bioscience Park Improvement District (Project No. 3-B-043 and 1-B-020),
authorized by Resolution No. 07-1140 (the “Resolution”) and
Ordinance No. 08-07 and Ordinance No. 08-17 (collectively, the “Ordinance”)**

Total Recertified Special Assessment Against Property = \$222,436.93

Recertified Annual Special Assessment Against Property

<u>Year</u>	<u>City Property</u>	<u>Buyer's Property</u>
2021	\$25,690.94	\$27,629.88*
2022	25,013.41	26,901.21
2023	24,335.88	26,172.55
2024	23,658.35	25,443.88
2025	22,980.82	24,715.21
2026	22,303.29	23,986.55
2027	21,625.76	23,257.88
2028	20,948.22	22,529.22
2029	20,270.69	21,800.55

***Will be prorated based on the Transfer of Title date.**

EXHIBIT C

LEGAL DESCRIPTION OF THE OPTION LAND

Part of Lot 1, KANSAS BIOSCIENCE PARK ADDITION, 1ST PLAT, a subdivision in the City of Olathe, as recorded in book 200807 at page 007500, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northwest corner of Lot 1, of said KANSAS BIOSCIENCE PARK ADDITION, 1ST PLAT, said corner being on the West line of the Northeast One-Quarter of Section 10, Township 13, Range 23 and said corner being on the South right of way line of 107th Street as now established by said KANSAS BIOSCIENCE PARK ADDITION, 1ST PLAT; thence along the North line of said Lot 1 and the South right of way line of said 107th Street, North 88 degrees 10 minutes 15 seconds East a distance of 380.24 feet to the Northeast corner thereof, said corner being on the West right of way line of South Clay Blair Boulevard as now established by the said KANSAS BIOSCIENCE PARK ADDITION, 1ST PLAT; thence along the said East line of said Lot 1 and the West right of way line of said South Clay Blair Boulevard the following four courses, South 01 degrees 49 minutes 42 seconds East a distance of 309.29 feet to a point of curvature; thence Southeasterly on a curve to the left, tangent to the previous course, having a radius of 380.00 feet, a central angle of 19 degrees 42 minutes 26 seconds and an arc length of 130.70 feet; thence South 21 degrees 32 minutes 08 seconds East a distance of 42.65 feet to a point of curvature; thence Southerly on a curve to the right tangent to the previous course, having a radius of 470.00 feet, a central angle of 17 degrees 02 minutes 34 seconds and an arc length of 139.80 feet; thence South 88 degrees 08 minutes 36 seconds West a distance of 443.66 feet to a point on the West line of said Lot 1 and the West line of the Southeast One-Quarter of said Section 10, Township 13, Range 23; thence along the West line of said Lot 1 and the West line of said Southeast One-Quarter, North 01 degrees 51 minutes 24 seconds West, a distance of 534.41 feet to the Northwest corner of the said Southeast One-Quarter and the Southwest corner of the said Northeast One-Quarter; thence along the West line of the said lot 1 and the West line of the said Northeast One-Quarter, North 01 degrees 48 minutes 52 seconds West a distance of 80.03 feet to the Point of Beginning and containing 5.5785 acres more or less.