

LEASE AGREEMENT

WONDER, INC.

BUILDING ON LEASED GROUND

THIS SUBLEASE AGREEMENT (“**Sublease**”), is and is made and entered into by and between **Wichita State Innovation Alliance, Inc.**, a Kansas not-for-profit and affiliate corporation of Wichita State University, having an address at, having an address at 1845 Fairmount, Wichita, Kansas 67260 (“**WSIA**”); and **WONDER, INC.**, a Kansas corporation, with its registered office at 301 N. Main, Suite 1600, Wichita, Kansas 67202 (“**Tenant**”), on this 19th day of December, 2017 (“**Commencement Date**”).

This is an agreement to sublet the Premises, as described below, according to the terms and specifications below. The master lease (the “**Master Lease**”) is between Wichita State University (“**WSU**” or “**Landlord**”) and WSIA with respect to the Building and Premises described below.

As part of WSIA’s and Wichita State University’s Strategic Planning Initiative, WSIA has agreed, and WSU has authorized WSIA, to enter into this Sublease in order to further WSU’s applied learning and translational research goals by providing additional experiential learning opportunities to WSU students and strengthens relationships with other global companies. Now therefore, the parties agree as follows:

1. **DEMISE.**

1.1. **Premises.** WSIA, for and in consideration of the full performance by Tenant under the terms of this Sublease, leases and demises to Tenant, and Tenant accepts and leases from WSIA, approximately 9,004 square feet of space in the building and attached garage (the “**Building**”), with a mailing address of 1845 Fairmount, Wichita, Kansas 67260 and located at 1900 N. Research Place, Wichita, KS 67260, as generally shown on Exhibit A attached hereto and incorporated herein (the “**Premises**”).

1.2. **Common Areas.** WSIA further grants and otherwise assigns to Tenant during the Sublease Term the non-exclusive right, privilege and easement for Tenant to use, subject to any applicable rules and regulations, those common areas of the Innovation Campus of Wichita State University, as they may exist from time to time and that are intended for the common use and enjoyment by occupants and guests of the Innovation Campus, and the publicly accessible areas of WSIA.

1.3. **University Facilities.** WSIA further grants to Tenant during the Sublease Term, to the extent such rights and privileges have been granted to WSIA by WSU, the non-exclusive right, privilege and easement for Tenant to access and use, subject to any applicable rules, restrictions, availability, and charges, WSU labs, demonstration facilities, conference and meeting rooms and innovation-related spaces throughout WSU upon request by Tenant. All such requests must be made reasonably in advance of the scheduled use and may be denied at the discretion of WSIA or WSU due to availability or security concerns.

2. TERM.

2.1. Sublease Term. The term of this Sublease is for a period of twenty four (24) months, commencing on the Sublease Commencement Date (“**Initial Term**”). The Initial Term and all Extension Terms shall collectively be referred herein as the “**Sublease Term**”.

2.2. Extension Option. Unless this Sublease has expired, has been sooner terminated, or an Event of Default has occurred and is continuing at the time any extension option is exercised, and provided that all other agreements necessary to the continued operation of Tenant’s business at the Premises are extended for a period of not less than the applicable extension periods, Tenant shall have the right and option (each, an “**Extension Option**”) to extend the Initial Term for two (2) additional successive periods of (12 months) each, an (“**Extension Term**”), pursuant to the terms and conditions of this Sublease then in effect.

2.3. Notice of Extension Option. Tenant may only exercise the Extension Options by giving written notice thereof to WSIA of its election to do so no later than ninety (90) days prior to the Expiration Date and, during the any Extension Term, thirty (30) days advance written notice. If written notice of the exercise of any Extension Option is not received by WSIA by the applicable dates described above, then this Sublease shall terminate on the last day of the Initial Term or, if applicable, the last day of the Extension Term then in effect, unless otherwise agreed to by the parties in writing. Upon the request of WSIA or Tenant, the parties hereto will execute and exchange an instrument in recordable form setting forth the extension of the Sublease Term in accordance with this Section.

3. POSSESSION. On the Sublease Commencement Date WSIA will deliver possession of the Premises to Tenant. Subject to WSIA’s repair and maintenance obligations and the other terms of this Sublease, Tenant accepts the Premises in an “AS IS, WHERE IS-WITH ALL FAULTS” condition at the time of Tenant’s taking of possession. WSIA shall provide Tenant with access at appropriate times during the build out of the Premises for the sole purpose of installing Tenant’s cabling, telecommunications, data lines, security and furnishings.

4. RENT.

4.1. Base Rent. Tenant agrees to pay WSIA fixed annual rent for the Initial Term and all applicable Extension Terms which shall be inclusive of all utilities and maintenance, subject to and as further set forth in this Sublease, for occupancy and use of the Premises (“**Base Rent**”). Tenant shall pay Base Rent to WSIA in twelve (12) equal consecutive monthly installments, in the amount stated below as “**Monthly Base Rent Payment**” each, on the first day of each month, in advance, with the exception that the first monthly installment of Base Rent shall be paid upon the Rent Commencement Date, as defined herein. The Rent Commencement Date shall be the first day following the issuance of a final certificate of occupancy by any state or local agency or architect. The Base Rent for any partial calendar month at the beginning or end of the Term shall be pro-rated at one-twelfth (1/12th) of the then-applicable fixed annual rent and then further pro-rated based on a fraction, the numerator of which is the actual number of calendar days in that month that are within the Term and the denominator of which is the total number of calendar days in that month. Base Rent shall be due and owing and paid by Tenant as follows:

	Base Rent Rate per Square Foot	S/F of Premises	Annual Base Rent Rate	Monthly Base Rent Payment	Applicable Term
Before Rent Credit Applied:	\$26.00	9,004	\$234,104	\$19,508.67	Entire Sublease Term (Initial Term and all Extension Terms).
After (Total Max) Rent Credit Applied:	\$10.00	9,004	\$90,000	\$7,500.00	Entire Sublease Term (Initial Term and all Extension Terms).

4.2. Additional Rent. Tenant also agrees to pay all taxes, Leasehold Improvement expenses and costs, late charges, insurance premiums, tax assessments, utility expenses during construction of Tenant Improvements, janitorial services and all other expenses and costs incurred by WSIA or WSU as set forth in this Sublease (“**Additional Rent**”). All Additional Rent shall be due and owing upon thirty (30) days written notice, unless otherwise agreed to by the Parties.

4.3. Rent Credit. Tenant shall be entitled to an annual rent credit against the Base Rent not to exceed one hundred and forty-four thousand and one hundred and four dollars and no/100 (\$144,104.00) (“**Rent Credit**”), which shall be calculated as follows: for every \$1.00 Tenant spends on Tenant Improvements during the lease year = WSIA shall give Tenant a \$1.00 Rent Credit, which shall be subject to annual credit limits but may be extended into multiple lease years the entire Term. The parties reasonably anticipate and find probable that Tenant Improvement Costs will far exceed the maximum annual Rent Credit and therefore agree to apply the maximum annual Rent Credit the first lease year, beginning on the Rent Commencement Date, and continuing as applicable the following lease years, subject to repayment as set forth herein. The parties shall complete a reconciliation of actual Tenant Improvement costs at the end of the first lease year and Tenant agrees to repay any Rent Credit overage applied to Tenant’s Base Rent.

5. PAYMENT OF RENT. Beginning on the Rent Commencement Date, Tenant agrees to pay to WSIA, at the address provided in the Notices section of this Sublease or as otherwise directed by WSIA in writing, the Rent as and when due, in lawful money of the United States, together with all adjustments and all other amounts required to be paid by Tenant under this Sublease. In the event of nonpayment of any amounts due under this Sublease, whether or not designated as Rent, WSIA shall have all the rights and remedies provided in this Sublease or by law for failure to pay Rent.

6. LATE CHARGE. In the event Tenant fails to make payment of Rent or any other amounts due WSIA within fifteen (15) days of receipt of notice of non-payment, Tenant shall pay WSIA a late charge of five percent (5%) of the pro-rated monthly amount due in addition to Rent as Additional Rent. Failure to pay late charge shall be deemed to be a failure to pay the Rent and shall entitle WSIA to exercise all remedies and recourses available to it under the Sublease and under applicable law, or otherwise, for nonpayment of Rent. A service charge in the amount of \$50.00 will be due and payable on any check tendered by or on behalf of Tenant not paid by the bank when presented, for whatever reason.

7. **TAXES.** Prior to delinquency, Tenant shall pay all taxes and assessments levied upon trade fixtures, alterations, additions, improvements (including Leasehold Improvements), inventories and personal property located and/or installed in the Premises by, or on behalf of, Tenant; and if requested by WSIA, Tenant shall promptly deliver to WSIA copies of receipts for payment of all such taxes and assessments. To the extent any such taxes are not separately assessed or billed to Tenant, Tenant shall pay the amount of such taxes as invoiced by or on behalf of WSIA. If the taxing authority includes the value of improvements in the assessment of the Building, but does not separately assess Tenant's Leasehold Improvements (as hereinafter defined), WSIA may make a reasonable allocation of the ad valorem taxes assessed and attributable to the value of Tenant's Leasehold Improvements. In such event, Tenant shall pay its allocated share within thirty (30) days of receipt of the written statement of WSIA setting forth in reasonable detail the amount and the basis upon which WSIA made the allocation.

8. MAINTENANCE, ALTERATIONS, ADDITIONS AND LEASEHOLD IMPROVEMENTS.

8.1. **Maintenance by WSIA.** WSIA will keep and maintain the exterior of the Building, including roof, walls and windows, HVAC systems, parking lot, and entry ways in good repair, except for damage done thereto due to the acts or omissions of Tenant, its employees, or guests.

8.2. **Maintenance by Tenant.** During the Term, Tenant will suffer no waste, keep the Premises to the satisfaction of all applicable governmental authorities as it solely relates to the Tenant's specific use, maintain and keep the Premises in good repair, good operating condition, and clean, neat and orderly condition, and not allow the Premises or any of Tenant's personal property to appear dilapidated or in disrepair, including but not limited to, all floors, walls, ceilings, doors, hardware, and windows in the Premises and all interior glasses and entrances to the Premises. Tenant will reimburse WSIA for the actual, reasonable, direct and indirect cost of repairs caused by the acts or omissions of Tenant, its employees, or guests. Tenant will give WSIA prompt notice of any accident, casualty, damage or other similar occurrence in or to the Building, Premises or the common areas of which Tenant has knowledge. Notwithstanding any language herein contained to the contrary, in no event will Tenant be responsible for any actions of WSU students or faculty or WSU or WSIA invited guests.

8.3. **Tenant Improvements.**

8.3.1. **Tenant Improvements.** Tenant shall construct and install, at its sole cost and expense, tenant improvements in the Premises (collectively, the "**Tenant Improvements**") in accordance with the plans and specifications approved by Tenant and WSIA, in accordance with the terms and conditions set forth in this Sublease, and in a first-class, workmanlike manner. All Tenant Improvements shall be completed in accordance with all applicable laws, ordinances, and regulations, including, without limitation, the terms and conditions of the construction code and zoning requirements. Except as expressly as authorized in this Lease, Tenant will not make, or permit to be made, any structural alteration, improvement or addition to the Premises without the prior written consent of WSIA.

8.3.2. **ADA Compliance.** Tenant shall be solely responsible for complying with all accessibility requirements under the Americans with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS) in all development and construction completed on the Building Site, as applicable, and in all Tenant Improvements during the term of this Sublease.

This may include, but shall not be limited to, abiding by the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (“ADAAG”).

8.3.3. Contractor Insurance. Tenant or Tenant’s contractors shall keep in force and effect through the conclusion of all construction of Tenant Improvements: (a) worker’s compensation insurance with minimum statutory coverages for all covered employees; (b) public liability insurance to cover every contractor and subcontractor; and (c) Builder’s Risk Insurance with coverage equal at all times to no less than the construction contract sum to also include Tenant, overhead and profit.

8.3.4. Mechanic’s, Laborer’s or Materialman’s Liens. Tenant shall promptly, and in any event no later than thirty (30) days of the date of the filing of any Lien, (1) obtain a release or discharge the lien, or (2) furnish a bond satisfactory for the release of any filed If any mechanic’s, laborer’s, or materialman’s lien, other encumbrance lien or charge upon the Building Site or any Tenant Improvements or part therein (a “Lien”). If Tenant fails to obtain a release, discharge or post a bond within the 30-day period, then WSIA may, in addition to any other right or remedy it may have, and without waiving its rights to declare a default, may discharge the Lien by bonding or otherwise. Any costs, expenses, charges, penalties, interest, allowances and reasonable attorney’s fees incurred by WSIA in the course of discharging or bonding shall be paid by Tenant to WSIA on demand. Tenant agrees to indemnify and hold harmless WSIA against any and all damages, losses and expenses (including reasonable attorney’s fees) arising from or incurred as a result of any Lien or claim asserted by a third party.

8.3.5. Restoration of Premises and Property. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord and shall remain upon the Premises upon the expiration or termination of this Sublease, without compensation to Tenant, except as may be required to be removed as provided in this subsection 8.3.1. Landlord may require that Tenant, at termination of the Lease and at Tenant’s expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted. So long as no Tenant Default exists, Tenant may remove Tenant’s inventory and other personal property in the Premises. Tenant shall promptly repair all damage caused by such removal.

8.3.6. Notice of Completion. Tenant shall complete construction of the Tenant Improvements within one hundred and twenty (120) days after the plans and specifications have been approved by WSIA and Tenant. Tenant shall immediately upon completion of construction give written notice to Landlord of such completion.

9. USE OF PREMISES.

9.1. Permitted Use. Tenant will utilize the Premises for educational and related purposes; such uses to be of a nature that is consistent and harmonious with other uses being conducted on the WSU campus. Tenant agrees and acknowledges that the Premises is located on WSU property, and agrees that Tenant will not intentionally use the Premises in a manner that is contrary to the strategic plan or vision and mission statements of WSU or WSIA. Tenant’s use of the Premises must further and support the WSU vision for Applied Learning and the tax-exempt purposes of WSIA. No business or use will be carried on upon the Premises that is contrary to the CC&Rs or any applicable law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or

promulgated or which conflicts with any certificate of occupancy for the Building, and Tenant will not permit anything to be done thereon to constitute a nuisance or which will increase fire hazard or insurance rates, or which will invalidate any policy of insurance on the Premises. Tenant shall not commit or permit any waste to the Premises, or install or permit to remain any Tenant Improvements to the Premises which exceed the structural loads of floors or walls of the Building, or which materially and adversely affect the mechanical, plumbing or electrical systems of the Building or affect the structural integrity of the Building in any way. Absolutely no one is permitted on the roof without written consent from WSIA. Tenant shall be responsible for all business operation costs, including, without limitation, labor, marketing and advertising and licenses and permits.

9.2. Minimum Standards. It is the parties' intent that Tenant shall support the WSU vision for Applied Learning and the tax-exempt purposes of WSU, including, without limitation, Tenant providing for student training and employment opportunities and associated initiatives on or in support of the Premises.

9.3. Licenses, Registrations and Permits. Tenant warrants, represents and agrees that it shall, throughout the entire Term, obtain and maintain at Tenant's own cost any and all approvals, licenses, filings, registrations and permits required by any local, state or federal law for the operation of its business on the Premises, including, but not limited to, complying with all city, county and state health department food safety guidelines and ensuring all Tenant employees obtain a food handlers permit.

9.4. Hours of Operation. Tenant agrees, during the Term of this Sublease, to maintain business hours that meet the needs of the Premises' occupants and visitors. Tenant shall advise WSIA of its hours of operation of any business or public use on the Premises.

10. SIGNAGE. Tenant, at its own cost, will have the right to place or suffer to be placed or maintained a sign or logo on the Building and/or near the Building, as authorized by WSIA, and to the extent required by WSU policies or procedures or master lease, by WSU. Such signage shall be professionally prepared and subject to the prior written approval by authorized WSIA personnel, and all WSU policies and procedures, as to all wording and its size, color, design and location. Tenant will, at its sole cost and expense, maintain such sign or logo, or any other approved decoration, lettering or advertising matter. WSIA's approval of signage as required herein will not be unreasonably withheld, delayed or conditioned, but shall be subject to all restrictions imposed by WSU, state or federal law and WSU's accrediting and licensing agencies.

11. PARKING; ACCESS.

11.1. Parking. During the Sublease Term, WSIA will provide Tenant with up to forty-five (45) non-reserved (currently designated as yellow permits) parking permits (one space per 200 s/f leased) on an annual basis, for use by Tenant's employees or, in the discretion of Tenant, up to eleven (11) reserved (currently designated as red permits) parking permits (4 yellow permits may be substituted for 1 red permit, subject to availability) on an annual basis, for use by Tenant's employees. Any parking permits in excess of the number of permits authorized in this Section that are required for use by Tenant's employees may be purchased from WSU at the typical parking permit rate.

11.2. Access. WSIA will provide Tenant with 24 hour/365 day access with reasonable means to access to the Premises during non-public access hours (such as via keycards). WSIA will provide keycard access, or such other method of access as then in use for the Building, to the Premises, and will take reasonable precautions, in WSIA's sole determination, to limit non-Tenant access to such keycards

to those individuals that reasonably need access to the Premises (security and emergency personnel, janitorial staff, etc.) provided that all such access is subject to Tenant's security protocol. All keys, keycards, or similar devices will be returned to WSIA at the surrender of the Premises. Notwithstanding any language herein contained to the contrary, Tenant shall be permitted, at Tenant's own expense, to install its own independent security system to control access to the Premises. In the event that Tenant installs its own independent security system, Tenant shall provide WSIA equal access to the Premises by providing WSIA with the necessary security access (key, keycard, passcode, etc.).

12. UTILITIES AND TELECOMMUNICATIONS. Upon the Rent Commencement Date, WSIA will provide heating, cooling, water and electricity, in such quantities consistent with that provided to similar spaces in the Building, for the Premises, and common areas, as applicable. WSIA shall provide network ports for telecommunication services. Tenant shall be responsible for all utility costs, including heating, cooling, water, electricity, and trash, and telecommunication costs, if any, beginning on the Lease Commencement Date through the Rent Commencement Date. Tenant shall also be responsible for all telecommunications equipment, facilities and apparatus; data wiring; installation of all data wiring and phone and telecommunication services costs, including basic voice telephone services.

13. JANITORIAL AND RELATED SERVICES. WSIA or WSU shall provide janitorial services and consumables and pest control to the Premises. Such services and service costs shall be billed at a rate of nine hundred dollars and no cents (\$900.00) a month. Tenant shall be responsible for all routine maintenance of the Premises, except WSIA may provide maintenance services as agreed in writing by the Parties. The Parties agree that such writing shall be binding on the parties and shall not require an amendment to this Sublease.

14. INSURANCE.

14.1. Liability Insurance. Tenant further covenants and agrees, at all times during the term hereof, at Tenant's own expense, to maintain and keep in force, for the mutual benefit of WSIA and Tenant, comprehensive general public liability insurance against claims for personal injury, death, or property damage occurring in, on, or about the Building and the Premises, caused by or resulting from any act or omission (in whole or in part) of Tenant, its employees, agents, servants, invitees or guests or related to Tenant's use of the Premises. Such comprehensive general public liability insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000) in respect to injury to, death of, or damage to the property of, any one person; and to the limit of not less than One Million Dollars (\$5,000,000) in respect to any one accident; provided however, WSIA has the right to reasonably increase these insurance requirements throughout the Sublease Term. All such insurance will be effected under valid and enforceable policies: will be issued by insurers of recognized responsibility and authorized to do business in the state; will name the WSIA as an additional insured and Tenant agrees to notify WSIA within ten (10) business days of any notice of intent to cancel insurance received from insurer or within ten (10) business days of insurer's intent to cancel, whichever is earlier. On or before the Commencement Date, and upon the request of WSIA throughout the term, Tenant will furnish WSIA with copies of the policies and certificates evidencing the aforesaid insurance coverage, together with evidence of payment of the premium. Renewal policies or certificates therefore will be furnished to WSIA at least thirty (30) days prior to the expiration date of each policy for which a renewal certificate was therefore furnished.

14.2. Workers' Compensation and Professional Liability Insurance. Tenant will carry all necessary insurance for its employees providing services for Tenant at the Premises, including workers compensation and professional liability insurance in at least the minimum amounts required under Kansas law.

14.3. Casualty Insurance. Tenant will be solely responsible for carrying any desired casualty insurance on Tenant's improvements, equipment, or personal property located on the Premises.

14.4. Builder's Risk Insurance. Tenant or Tenant's contractors shall keep in force and effect through the conclusion of all construction of Tenant Improvements, Builder's Risk Insurance with coverage equal at all times to no less than the construction contract sum. Such insurance shall also include Tenant, or Tenant's contractors as applicable, overhead and profit.

14.5. Waiver of Subrogation. WSIA and Tenant each hereby waive all rights against the other in respect of any loss or damage for which (but only to the extent that) such party has been compensated under any policy of insurance carried by it or for its benefit. WSIA and Tenant each will cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other party. Provided however, this Section will not apply to any loss or damage occasioned by the willful, wanton acts or gross negligence of either of the parties hereto.

15. INDEMNIFICATION. Tenant will indemnify and defend, and hold harmless WSU and WSIA its successors and assigns, and their respective parent, subsidiary and/or affiliate companies and their officers, partners, directors, shareholders, and employees, from any loss, cost, claim, judgment, administrative ruling or order, fines, consultant fees and expert fees, liability, expense, penalty, of any sort or nature (including reasonable attorneys' fees) and from any liability to any person, natural or artificial, on account of any injury, damage, or death to any person or property whatsoever, arising from, caused by, or out of any occurrence in, upon, at, or from the Premises or the occupancy or use by Tenant of the Building, the Premises or any part thereof or occasioned wholly or in part by any action or omission of Tenant, its employees, agents, invitees, or guests, or any failure of Tenant in any respect to comply with and perform all of Tenant's covenants and requirements contained in this Sublease, except to the extent that such claim or cause of action was caused by the negligence or willful misconduct of WSIA. The obligations of Tenant in this Section will survive the expiration or termination of this Sublease.

16. HAZARDOUS MATERIALS.

16.1. Tenant will, at Tenant's sole expense, at all times and in all respects comply with all Environmental Laws. Tenant will, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals relating to the presence of Hazardous Materials within, on, under or about the Premises.

16.2. Tenant will deliver promptly to WSIA true and complete copies of all notices received by Tenant from any governmental authority with respect to the use, generation, storage or disposal by Tenant of Hazardous Materials at, to or from the Premises and will immediately notify WSIA in writing of any unauthorized discharge of Hazardous Materials or of any condition that poses an imminent hazard to the Premises, the public or the environment.

16.3. Tenant will permit entry onto the Premises by WSIA or WSIA's representatives at any reasonable time and subject to Tenant's security protocol to verify and monitor Tenant's compliance with its covenants set forth in this paragraph and to perform other environmental inspections of the Premises.

16.4. Tenant will cease immediately upon notice from WSIA any activity which violates or creates a risk of violation of any Environmental Laws.

16.5. Tenant will promptly remove, clean-up, dispose of or otherwise remediate in accordance with Environmental Laws and good commercial practice, any Hazardous Materials on, under or about the Premises resulting from Tenant's activities on the Premises.

16.6. For purposes hereof, "Hazardous Materials" means: any hazardous or toxic substance, chemical, material or waste, or any pollutant, contaminant or other substance that is defined, listed or regulated by Environmental Laws, except as in such quantities as may be common in a general office setting, and then only in compliance with all applicable laws. The term "Environmental Law(s)" means: all federal, state, and other applicable statutes, laws, ordinances and regulations which relate to or deal with human health, natural resources, water and soil quality, or the environment, all as may be amended from time to time.

17. LIENS AND ENCUMBRANCES. Tenant will keep the Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Premises at Tenant's request or by Tenant's authority. If a mechanic's, materialmen's, or other lien is filed against the Premises and remains due and unpaid for a period of thirty (30) days without Tenant providing a statutory bond sufficient to release the lien, WSIA may, at WSIA's option and without being required to inquire into or determine the correctness of validity thereof, assume and pay the same, together with any interest and penalties added thereto, and Tenant agrees forthwith to reimburse WSIA therefor upon receipt from WSIA of a written statement showing the aggregate amount so paid by WSIA. Any such amount owed to WSIA shall be considered Additional Rent.

18. RIGHT OF WSIA TO ENTER AND INSPECT. WSIA reserves the right, personally or through any representative or representatives of WSIA's choice, to enter the Premises at any time in response to an emergency; and to enter upon the Premises, at any and all reasonable times upon 24 hour advance notice and subject to Tenant's security protocol for the purpose of inspecting the Premises, exhibiting the same to a prospective purchaser or tenant, to perform WSIA's obligations under this Sublease, or otherwise. Tenant agrees to provide WSIA at all times with the contact information of a representative(s) of Tenant that will serve as a contact in case of emergency.

19. CONDEMNATION. If the whole or any part of the Premises or the Building is taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu thereof, this Sublease will expire on the date of the taking, and Rent (including Additional Rent) will be abated proportionately as of that date. No part of any award from any condemning authority will inure to or belong to Tenant. Notwithstanding anything herein, Tenant will have the right to separately pursue against the condemning authority an award for its personal property and in respect of its moving and relocation expenses.

20. EVENT OF CASUALTY. If there is destruction (in whole or at least of 20%) of the Building or the improvements located on the Premises by a casualty, either Tenant or WSIA may terminate this Sublease by providing written notice to the other party within sixty (60) days of the casualty. To the extent the Premises cannot be fully occupied after a casualty, the Rent payable under this Sublease during the period the Premises cannot be fully occupied will be adjusted equitably. In the event the Premises are destroyed or damaged by such casualty and WSIA or Tenant does not terminate the

Sublease, WSIA will rebuild and put the Premises in good condition and fit for occupancy within a reasonable time after such casualty.

21. TERMINATION FOR DEFAULT.

21.1. If Tenant fails to pay any Rent, Additional Rent or other obligation hereunder and continues in default for a period of thirty (30) days after written notice thereof by WSIA; if Tenant vacates or abandons the Premises for a period of ninety (90) days or longer; if Tenant fails to promptly keep and perform any other affirmative or negative covenant of this Sublease strictly in accordance with the terms of this Sublease and continues in default for a period of thirty (30) days after written notice thereof by WSIA of default and demand of performance (or such longer period if the cure reasonably may take longer than 30 days, Tenant commences the cure within the first 30 days, and Tenant diligently pursues the cure until completion); or if Tenant shall become bankrupt or insolvent or have filed against it any bankruptcy proceedings, or take or have taken against it in any court pursuant to any statute, either of the United States or any other state, a petition of bankruptcy or insolvency; then and in any such event and as often as any such event occurs, WSIA may:

21.1.1. Declare the said term ended, terminate this Sublease upon written notice to Tenant, and enter into said Premises, or any part thereof, with process of law, and expel Tenant or any person occupying same in or upon said Premises, using such force as may be necessary so to do, and so to repossess and enjoy said Premises as in the WSIA's former estate; or

21.1.2. Terminate Tenant's possession of the Premises but not this Sublease, relet the Premises, applying said Rent from the new tenant against this Sublease, and Tenant will remain liable to WSIA for any difference between the amount obtained from any new tenant or tenants and the Rent (including all Additional Rent) required hereunder and all other damages and costs sustained by WSIA by reason of Tenant's default hereunder (including broker's fees, marketing costs, new inspections and/or appraisals, reasonable attorneys' fees, leasing commissions and other reletting costs); or

21.1.3. Pursue any and all other remedies available to WSIA under Kansas law.

21.2. WSIA shall have, upon Termination for Default, the right to remove, at Tenant's expense, any of Tenant's property left remaining in or on the Premises. The rights and remedies of WSIA are distinct, separate, and cumulative, and no one of them, whether or not exercised by WSIA, will be deemed to be in exclusion of any other right or remedy.

22. TERMINATION DURING RENEWAL TERM. Tenant may, at any time during a Renewal Term, terminate this Sublease upon thirty days advance written notice to WSIA, with such termination effective upon the first day of the first full month following WSIA's receipt of such notice of termination.

23. SURRENDER AT TERMINATION. Upon the expiration or termination of this Sublease, Tenant will peaceably surrender and deliver the Premises to WSIA, in as good of condition and repair as the same were in at inception of this Sublease, reasonable depreciation, wear and tear and damages from the elements and acts of God excepted, including, but not limited to, the obligation to repair any and all damages caused by Tenant's removal of any fixtures or equipment installed by Tenant during the term hereof. If Tenant is not then in breach hereof, Tenant may remove from the Premises all personal property belonging to Tenant. Tenant may not, however, remove any fixed improvements such as walls, cabinets, built-in-shelves, drop ceilings, plumbing or HVAC, etc. Any property of Tenant left

on the Premises on the tenth day following the expiration of the Sublease Term shall, at WSU's option, automatically and immediately become the property of WSU.

24. HOLDOVER BY SUBTENANT. If Tenant remains in possession of the Premises after the expiration or termination of this Sublease without the execution of a new Sublease, and WSIA elects to accept rental payments, Tenant will be deemed to be occupying the Premises as a Tenant from month to month, at a monthly rental rate of ten thousand dollars (\$10,000), payable in advance on the first day of each calendar month ("**Holdover Rent**"). If the commencement date of the holdover period occurs on a day other than the first day of a calendar month, or if the expiration occurs on a day other than the last day of a calendar month, then the Holdover Rent and any other charges or contributions due under the Sublease for such fractional month will be prorated on a daily basis. Tenant will be subject to all other conditions, provisions and obligations of this Sublease insofar as the same are applicable to a month to month tenancy.

25. NOTICES. All notices required or which may be given hereunder will be considered as properly given if delivered in writing, personally or sent by certified mail, return receipt requested, or overnight delivery service, addressed to the relevant party as set forth in this paragraph, or such other address as may be furnished in writing in the same manner as is provided herein for the giving of notices. Notice will be deemed given on the day of first delivery attempt. If to Tenant, all notices shall be sent as follows: **Wonder, Inc., 301 N. Main St., Suite 1600, Wichita, Kansas 67202.** If to WSIA, all notices shall be sent as follows: Wichita State Innovation Alliance, Inc., 1845 Fairmount Street, Wichita, KS 67260-0150, with a copy to: General Counsel, Wichita State University, 1845 Fairmount Street, Wichita, KS 67260-0205.

26. ASSIGNMENT AND SUBLEASING. Tenant has no right to assign or transfer this Sublease or to underlease or sublease the whole or any part of the Premises; provided however, Tenant may, with the written consent of WSIA, which consent will not be unreasonably withheld, conditioned, or delayed, assign the Sublease in full to any subsidiary corporation of Tenant, Tenant's parent corporation or to any corporation succeeding to all or substantially all of the assets of Tenant as a result of a consolidation or merger, or to any entity which acquires all or substantially all of the assets or capital stock of Tenant or Tenant's parent corporation. Tenant has the right, upon advance written approval by WSIA, to sublease to a third party that, in WSIA's sole discretion, is deemed to operate in support of WSIA's Strategic Planning Initiative and shall provide additional experiential learning opportunities to WSIA students. Any violation of this Section will be deemed to constitute a default or breach of this Sublease, at the option of the WSIA. No consent by WSIA will operate to relieve Tenant from primary liability for the performance of Tenant's obligations under the terms of this Sublease.

27. SUBORDINATION. This Sublease and all rights of Tenant hereunder will be subject and subordinate to any lien of any and all mortgages, deeds of trust or other liens presently existing or hereafter created upon the Premises, and to any renewals and extensions thereof, provided that WSIA's mortgagee provide Tenant with a nondisturbance agreement that provides that so long as Tenant is not in default of the Sublease beyond all applicable cure periods, Tenant will not be disturbed in its use or possession of the Premises by such mortgagee. Tenant will on demand execute, acknowledge, and deliver to WSIA, without expense to WSIA, any and all instruments that may be necessary or proper to subordinate this Sublease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension.

28. APPLICABLE LAW; COMPLIANCE WITH LAWS AND RESTRICTIVE COVENANTS. This Sublease will be governed by and construed in accordance with the laws of the

State of Kansas. Tenant will comply with all laws, ordinances, statutes, restrictive covenants, by-laws, codes or regulations and orders of all federal, state and local government and quasi-governmental agencies having jurisdiction applicable to the Sublease and Tenant's occupancy of the Premises; the Premises or Tenant's use thereof; and Tenant's equipment located on the Premises, or Tenant's use thereof.

29. LANDLORD-TENANT RELATIONSHIP. Nothing contained herein will be deemed or construed by the parties hereto or by any third party, as creating the relationship of principal and agent, or partnership, or joint venture between the parties hereto. It is understood and agreed that neither the method of computation of Rent, nor any other provisions contained herein, nor any acts of the parties hereto, will create a relationship other than the relationship of landlord and tenant.

30. TIME IS OF THE ESSENCE. Time is of the essence in all provisions of this Sublease.

31. WSIA LIABILITY. Anything to the contrary in this Sublease notwithstanding, the covenants contained in this Sublease to be performed by WSIA will not be binding personally, but instead said covenants are made for the purpose of binding only the fee simple estate that WSIA owns in the Premises. WSIA will not be liable for any loss or damage to Tenant's improvements to the Premises, its trade fixtures or personal property, or the property of others located on the Premises, except as may be caused by the gross negligence or willful misconduct of WSIA, its agents, and employees. WSIA will not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, bursting of or leaks from any part of the Premises or from the pipes, appliances or plumbing works, or from the roof, or by dampness, stoppage or leaking from sewer pipes, except as may be caused by the negligence or willful misconduct of WSIA, its agents, and employees. WSIA will not be liable for any liquidated damages, loss of business or attorneys' fees except as otherwise set forth in this Sublease. All property of Tenant kept or stored on the Premises will be so kept or stored at the risk of Tenant only, and Tenant will hold WSIA harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

32. ENTIRETY OF AGREEMENT. This instrument incorporates all of the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Sublease.

33. CAPTIONS. The various captions and section headings in this Sublease are for the sole purpose of ready identification and reference for the convenience of the parties hereto and will not be considered or construed as part of this Sublease or be utilized or considered in interpreting or construing the same.

34. SUCCESSORS AND ASSIGNS. The terms, covenants, agreements, and payments herein contained run with the Premises, and will extend to and bind the heirs, administrators, executors, trustees, successors and assigns of each of the parties hereto, except as herein otherwise provided.

35. MODIFICATION; WAIVER. Neither this Sublease nor any of the rights secured to any of the parties hereto may be waived, modified, supplemented, or otherwise altered, unless in writing, duly signed by all of the parties hereto. A violation overlooked or condoned by one party will not in operate as an estoppel or prevent that party from enforcing the Sublease regarding any subsequent violation.

36. BROKERS. WSIA and Tenant each warrant and represent to the other that they have not contacted, engaged or dealt with any real estate agent or broker with reference to the Premises.

37. PUBLIC NOTICE. Tenant will not be entitled to record against the Premises any notice or summary of this Sublease at any time.

38. DISCLOSURE. It is mutually agreed by the parties that this Sublease, once fully executed, shall not be deemed Proprietary Information, and may be subject to disclosure pursuant to the Kansas Open Records Act (KORA) K.S.A. 45-215 *et seq.*, as applicable.

39. QUIET ENJOYMENT. WSIA covenants that so long as Tenant is not in default under this Sublease beyond all applicable cure and grace periods, Tenant may peaceably and quietly exclusively possess and enjoy the Premises, and that WSIA will defend Tenant's enjoyment and possession thereof against all parties other than parties with interests of record existing prior to the Sublease Commencement Date.

40. JURY WAIVER. IT IS MUTUALLY AGREED BY AND BETWEEN WSIA AND SUBTENANT THAT THE RESPECTIVE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF WSIA AND SUBTENANT, OR SUBTENANT'S USE OR OCCUPANCY OF THE PREMISES.

41. SURVIVAL. The following Sections and all corresponding subparts shall survive termination of this Sublease, Sections: 14 (Insurance), 15 (Indemnification), 23 (Surrender at Termination), 24 (Holdover by Tenant), 31 (WSIA Liability), and 40 (Jury Waiver).

42. COUNTERPARTS. This Sublease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

43. EXECUTION. Signature pages may be executed via "wet" signature, authorized signature stamp or electronic mark or signature. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing Party's handwritten signature. Whenever either Party executes an electronic signature on this Sublease, it has the same validity and meaning as a handwritten signature. The parties agree that neither Party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding. The executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

44. CONSENT OF THE LANDLORD. WSIA and Tenant hereby acknowledge that Landlord has granted its consent to this sublease arrangement.

[Remaining page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, **Wichita State innovation Alliance, Inc.** has executed this Sublease and/or authorized same to be executed by their duly authorized representatives to be effective as of the date shown above in the opening paragraph.

WICHITA STATE INNOVATION ALLIANCE, INC.

SIGNATURE:

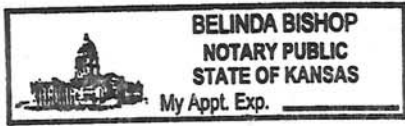
John Tomblin

PRINTED NAME: Dr. John Tomblin

TITLE: President

STATE OF KANSAS)
) ss:
SEDGIWCK COUNTY)

This instrument was acknowledged before me on this 19th day of December, 2017, by Dr. John Tomblin, in such person's capacity as the President of Wichita State Innovation Alliance, Inc., a Kansas corporation.



Belinda Bishop

Notary Public
Notary Printed Name: *Belinda Bishop*

My Appointment Expires:
Sept 15 2020

IN WITNESS WHEREOF, **WONDER, INC.** has executed this Sublease and/or authorized same to be executed by their duly authorized representatives, and such shall become effective on the Commencement Date shown in the opening paragraph of this Sublease.

WONDER, INC.



Signature

Zachary Lahn

Printed Name

Co-Founder

Title

EXHIBIT A

FLOOR PLAN AND DESCRIPTION OF PREMISES

Floor plan and description of premises are outlined below. Square footage includes garage area but excludes mechanical and electrical rooms.

