

OFFICE LEASE FRANKLIN COUNTY ANNEX

This is a legally binding contract, if not understood, consult an attorney.

THIS LEASE IS MADE AND ENTERED INTO by and through the Board of County Commissioners of Franklin County, Kansas, on behalf of Franklin County, Kansas, hereinafter referred to as “Landlord” and Elizabeth Layton Center, Inc, hereinafter referred to as “Tenant” on this 1st day of March 2026, which is the effective date of this Agreement. This agreement supersedes any prior agreement or understanding of the parties.

WITNESSETH

In consideration of the obligation of Tenant to pay rent and in consideration of the other terms, covenants, and conditions hereof, Landlord hereby demises and sub-leases to Tenant, the Premises to have and to hold for the Lease term specified herein, all upon the terms and conditions set forth in this Lease.

BASIC PROVISIONS

1. The following basic provisions shall be construed in conjunction with, and limited by reference thereto in other provisions of this Lease:
 - A. “Landlord”—The Board of County Commissioners of Franklin County, Kansas, on behalf of Franklin County, Kansas. Address of Landlord: Franklin County Courthouse, 315 S. Main St., Ottawa, Kansas, 66067.
 - B. “Tenant”—Elizabeth Layton Center, Inc, address of tenant: 1418 S. Main St., Ste 6, Ottawa, Kansas, 66067
 - C. “Premises”—1418 S. Main, Suite 6, (1,015 rentable square feet), is in a portion of the building commonly known as “Franklin County Annex” located at 1428 South Main Street, Ottawa, Franklin County, Kansas, being more particularly outlined on the plan attached as Exhibit “A”.
 - D. “Tenant’s Percentage”: Total rentable area in the above building is fifty-three thousand one hundred fifty-five (53,155) square feet, and Tenant’s proportionate share is 1.9% (1015 square feet) hereinafter referred to as “Tenant’s Percentage”.
 - E. “Lease Term”: A period of three years commencing on the 1st day of March 2026, hereinafter referred to as the “Commencement Date,” and ending on the last day of March 2029, hereinafter referred to as the “Expiration Date,” unless sooner terminated in accordance with the provisions of this Agreement.
 - F. “Right of First Refusal”: Tenant shall have the right of first refusal on the option to renew the lease for up to two (2) additional three (3) year terms (“Renewal Terms”) at the expiration of this lease.

- G. "Base Rent": Computed at the following rate: thirteen dollars (\$13.00) per square foot, equaling Thirteen thousand, one hundred and nine five dollars (\$13,195) annually, i.e. One thousand ninety-nine dollars and fifty-eight cents (\$1,099.58) per month.

Tenant agrees to pay Rent in lawful money of the United States to Landlord as follows:

- i. Annual base rent in the amount of \$13.00 per each square foot of Rentable Area of the Premises commencing on the Commencement Date of this Lease for the 1st Lease Year. Thereafter, the annual rent shall be adjusted in accordance with the following table. In the event that the Tenant exercises its option(s) for a right of first refusal, rent shall be at the then current year base rent subject to a 2% annual escalator for each additional lease year of the renewal term.

LEASE YEAR	RENT PSF	ANNUAL RENT	MONTHLY RENT
1 st Lease Year	\$13.00	\$13,195.00	\$1,099.58
2 nd Lease Year	\$13.26	\$13,458.90	\$1,121.58
3 rd Lease Year	\$13.53	\$13,732.95	\$1,144.41

- H. Rent shall be paid to the Landlord by tendering payment to the Franklin County Clerk, Franklin County Courthouse, 315 S. Main St., Ottawa, Kansas, 66067.

PAYMENT OF RENT

2. Tenant agrees to pay Base Rent in monthly installments, in advance, on the 1st day of March 2026, and subsequently on the first day of each and every month during the term of this Agreement, with pro-ration for any partial month's occupancy, without demand, setoff, or deduction. Any rent payment not received by Landlord within ten (10) days after its due date shall be subject to a delinquency charge of ten percent (10%) of the amount due each full or partial calendar month the rent remains unpaid. Failure by Tenant to pay the late charge within ten (10) days after receipt of notice from Landlord that it is due shall, in addition to any other default, constitute a default of this Lease by Tenant.

QUIET ENJOYMENT

3. Landlord hereby covenants that Tenant, upon paying rent as provided, and performing all covenants and agreements contained in this Lease to be performed by Tenant, shall peacefully and quietly have, hold, and enjoy the Premises. Nothing in this section shall prevent Landlord from performing alterations or repairs on other portions of the building, nor shall performance of such alterations or repairs be construed as a breach of this covenant by Landlord.

ASSIGNMENT-SUBLETTING

4. Tenant shall not sublet, assign, transfer, mortgage, pledge, hypothecate, or encumber this Lease or any interest herein or any portion hereof, or permit or suffer any other person (the employees, agents, servants, and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of Landlord which shall not be unreasonably withheld. By accepting any assignment or subletting, an assignee or subtenant shall become bound by and shall perform, and shall become entitled to the benefit of, all the terms, conditions, and covenants by which the Tenant is bound. A consent to any such assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the Lease.

USE

5. Tenant shall only use and occupy the Premises for general office purposes which includes behavioral therapy and for no other purpose without the Landlord's prior written consent. Tenant agrees to maintain the Premises in a clean, orderly, healthful condition and to comply with all the laws, ordinances, rules, and regulations of all governmental agencies. Tenant will not use the Premises for any unlawful, disrupting, or extra-hazardous purpose; or any public or private nuisance; or disturb the quiet enjoyment of any other tenant; or permit any operation which might emit offensive odors into other portions; or use any apparatus which might make undue noise or set off vibrations; or permit anything which would increase the fire insurance rate or other insurance rates on the building or contents, Tenant will not permit the Premises to be used for any purpose that, in Landlord's opinion, impairs the reputation or character of the building. Tenant shall not install nor permit the installation of any signs in or upon the Premises that are visible from the exterior thereof without the written consent of Landlord. Tenant shall not obstruct or use the sidewalks, entries, passages, vestibules, halls, elevators, or stairways of the building for any purpose other than ingress or egress to and from the Premises, or throw, or sweep, or put anything out of the windows or doors, or in the passages or corridors of the building.

REPAIRS AND IMPROVEMENTS

6. Tenant has inspected and is satisfied with the physical condition of the Premises and services provided and Tenant's possession shall be conclusive evidence of its receipt of the total square footage as set forth in Paragraph 1. Tenant acknowledges that there have been no representations, agreements or promises to decorate, alter, repair, or improve the Premises either before or after the execution of this Lease. Upon termination or expiration of this Lease Tenant will surrender the Premises to Landlord, ordinary wear and tear excepted. Any damage to the Premises or building, not covered by the proceeds from Landlord's fire and extended coverage insurance, resulting from acts or neglect of Tenant, his employees, agents, servants, invitees, or guests, shall be repaired or replaced at Tenant's sole expense.

ALTERATIONS

7. Tenant shall not alter or change the Premises without prior written consent of Landlord, and, unless otherwise provided in writing, all work shall be done by or under the direction of Landlord at Tenant's sole expense by a contractor employed by Tenant. Any alteration shall be of a quality equal to or exceeding the building standard. Landlord reserves the right to require any contractor to provide lien waivers or payment or performance bonds and liability insurance and such other instruments as may be necessary to protect Landlord against any loss, as shall be determined by Landlord in its sole discretion. Any alterations, physical additions, or improvements, except movable office furniture, shall at once become property of Landlord and shall be surrendered to Landlord upon termination of this Lease. Landlord, at Landlord's option, may require Tenant to restore the Premises to its original condition at the termination of this Lease, normal wear and tear excluded. Notwithstanding anything herein to the contrary, any increase in Ad Valorem taxes or insurance premiums resulting from such improvements shall be the sole responsibility of Tenant.

DESTRUCTION OF PREMISES

8.
 - A. Partial or total destruction of the Premises will not render this Lease void or voidable, nor will it terminate the Lease except as herein provided. If Premises are partially or totally destroyed during the term of the Lease and the cost of restoration or repair would not exceed thirty-three and one-third percent (33 1/3%) of the total reasonable estimated costs of replacement of all improvements of the leased Premises, then the Landlord shall be obligated to restore or repair the Premises to their condition prior to the damage, injury, or destruction. Such restoration or repair shall be commenced within thirty (30) days after the damage, injury, or destruction has occurred and shall be completed with due diligence by the Landlord, but no longer than one hundred eighty (180) days from the date of damage, injury, or destruction. If, however, such restoration or repair would exceed thirty-three and one-third percent (33 1/3%) of the total reasonable estimated costs of replacement of all improvements on the leased Premises, then the Landlord may, but need not, restore or repair the leased Premises. In either case as set forth in this paragraph, the Landlord shall provide Tenant with written notice of Landlord's intention to restore or repair or not to restore or repair within fifteen (15) days after any such damage, injury, or destruction shall occur.
 - B. If the leased Premises become so destroyed that the costs of the restoration or repair would exceed thirty-three and one third percent (33 1/3%) of the total reasonable estimated replacement costs of all improvements on the leased Premises, and if the Landlord, under those circumstances elects not to restore or repair the leased Premises, then the Tenant may elect to restore, or repair said Premises. In such event of the Tenant's restoring or repairing the lease Premises, the Landlord shall assign to the Tenant any rights accruing to the Landlord as a result of insurance covering the injury or damages suffered by the leased Premises. If the Tenant elects to restore or repair the damaged or destroyed Premises, the work shall be commenced by the Tenant within forty-five (45) days after the Landlord has elected not to restore or repair the leased Premises, and shall be completed within due diligence, barring delays beyond the control of the Tenant. In the event of such restoration or repair by the

Tenant, the Tenant shall reoccupy the lease Premises for the purposes set forth in this Lease Immediately upon the completion of the restoration or repair.

- C. If the provisions of this Paragraph which give Landlord or Tenant an election to restore or repair the leased Premises become applicable, and neither Landlord nor Tenant elects to do so, then in such case this Lease shall cease and terminate on the day after the Tenant would have been required to commence the restoration or repair work had it elected to do so.
- D. Irrespective of the rental payment provisions set forth in Paragraph 2 if the leased Premises ever become totally unusable by Tenant because of injury or damage thereto, or destruction thereof, then the basic rental payments herein provided, shall be abated during the period that such unusability occurs.
- E. During any period of reconstruction or repair of the leased Premises. Tenant shall continue the operation of its business on the leased Premises to the extent such operation is reasonably practicable from the standpoint of good business policy.
- F. If, by reason of any such damage, injury, or destruction and/or repair or reconstruction of the same, there is a substantial interference with the operations of the business of Tenant in the demised Premises, having regard to the extent to which Tenant may be required partially or wholly to discontinue its business in the demised Premises, and if, as a result of such interference with Tenant's business or of such discontinuance of Tenant's business in the demised Premises, or any month during which such interference with, or discontinuance of Tenant's business in the demised Premises, or any month during which such interference with, or discontinuance of tenant's business shall occur, the guaranteed rent for that month shall be abated, and such abatement shall apply to those months wholly or partially occurring during the period commencing with such destruction or damage and ending with completion of such work, repair, and/or construction as shall be necessary to restore the Premises.
- G. If destruction of the Premises is because of the negligence or misconduct of Lessee, then Lessee will not be able to terminate this Lease and the rent abatements provided for above will not apply.

SERVICES

- 9.
 - A. Landlord agrees to furnish to the building hot and cold water at points of supply provided for general use, heated, and refrigerated air conditioning in season at reasonable temperatures, and in reasonable amounts, from 8:00 a.m. to 10:00 p.m., Monday through Friday, inclusive, and from 8:00 a.m. to 4:00 p.m. on Saturdays. Janitorial service, which shall extend only to the common areas of the building, shall be provided Monday through Friday, exclusive of normal business holidays.
 - B. Tenant shall not, without Landlord's prior written consent, install or operate any electrical equipment, machinery or mechanical device or computer on the Premises other than normal to general office use. If Tenant needs or demands above-normal electric service or heated or

refrigerated air, it is agreed that Tenant shall pay for same as Additional Rent if Landlord is reasonably able to provide same and is agreeable to so providing. Tenant will also pay for any additional special facilities or equipment and all costs for installing same. Landlord shall not be liable for damages to Tenant for failure to perform any of the covenants in this Paragraph, nor shall temporary stoppages, temporary failures, or interruptions of any of the services to be supplied by Landlord under this Paragraph be construed as an eviction of Tenant, work an abatement of rent, or relieve Tenant from any covenant or agreement.

- C. When temporary failures, stoppages, or interruptions occur, and when the circumstances are not beyond the Landlord's control, Landlord agrees to take measures to diligently restore any services obligated to be provided by it hereunder. Tenant shall promptly notify Landlord of the need of any repairs or maintenance for which the Landlord is obligated in this Lease and Landlord shall have reasonable time after receipt of such notice to complete such repairs.
- D. Tenant is responsible for all ongoing routine maintenance within the leased Premises that occur as a result of the Tenant's use of the subleased space. Tenant shall maintain the space in a clean and well-kept manner and shall ensure that the space is left in the same or similar condition as prior to the Tenant's use. Tenant shall not leave the space in a condition that renders it unusable. Landlord is specifically not obligated to replace light bulbs, filters, glass, paint, ceiling tiles, carpet or other items constituting Tenant finish. Landlord is not responsible for repairing plumbing within the leased Premises. Tenant may contact a licensed plumber for such repairs and all costs associated therewith will be the responsibility of Tenant.

ENTRY

- 10. Landlord, its officers, agents, and representatives shall have the right to enter into and upon the Premises at reasonable times to inspect same or clean or make repairs or alterations or additions as Landlord may deem necessary, or for any purpose whatsoever relating to the safety, protection or preservation of the building, and Landlord may and shall at all times, have master keys or pass keys to the Premises. Tenant shall not change any locks or install locks in the doors of the Premises or install other devices or systems which would restrict access to the Premises, without Landlord's prior written consent. If Tenant shall not be present to open and permit entry into the premises then Landlord may enter the same by master key or pass key or may forcibly enter the same without rendering Landlord liable therefore, provided that during such entry Landlord shall take reasonable care of Tenant's property. Landlord shall have the right at any time for purposes of inspection, maintenance, adjustment and balancing the controls of the HVAC systems, repair, environmental audits or abatement to erect, use, maintain, repair, replace or relocate pipes, ducts, wiring conduits, and similar devices in and through the Premises and to enter upon the Premises for the purpose of the performance of any such work whether same are used in the supply of services to the Tenant or the other occupants of the building. Landlord shall further have the right to enter the Premises at reasonable hours to exhibit the same to prospective purchasers, lenders, or tenants and to inspect the Premises to see that Tenant is complying with all of its obligations hereunder, or to make repairs or modifications to any adjoining space or to the building.

CONDEMNATION

11. Should the Premises or the building be taken or condemned in whole or in part under the power of eminent domain, or sold or disposed of under threat of condemnation, then Landlord shall receive the entire award for such taking or shall receive the entire payment made in lieu of condemnation and Tenant shall have no claim thereto: provided, however, Landlord shall not be entitled to any award made directly to Tenant for loss of Tenant's business, depreciation to and cost of removal of stock and office furniture. In the event of total condemnation or conveyance in lieu thereof the Lease term shall terminate on the date the condemning authority takes possession of the building, and in the event of a partial taking or conveyance in lieu thereof the Landlord may at its option, terminate the Lease Term as of the date of the taking of possession or the partial taking by the condemning authority.

LIABILITY

- 12.
- A. Landlord shall not be liable to Tenant for any loss or damage to any person or property, including the person and property of Tenant, its employees, agents, servants, invitees or guests, occasioned by theft, the acts of any other tenant, or the acts of any employee or agent of any other tenant, leaks, casualty, rain, water, condensation, fire, acts of God, public enemy, injunction, riot, strike, insurrection, picketing, mob action, bombing, explosion, war, court order, latent defects, requisition or order of government authority, the construction, repair, maintenance, or alteration of any part, improvement of the building as a whole, or any other cause not due to t Landlord's willful act or gross negligence. Tenant shall indemnify Landlord and save it harmless from all suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury or property damage arising from, or out of any occurrence in, upon, at, or from the Premises or the occupancy or use by Tenant of the Premises or any part thereof or occasioned wholly or in part by any action or omission of Tenant, its employees, agents, servants, invitees or guests. If Landlord shall be made a party to any action commenced against Tenant, the Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and attorney's fees incurred by Landlord. Tenant shall provide the Landlord with proof of liability insurance including premises liability insurance with policy limits not less than one million dollars (\$1,000,000.00). Further, the policy shall name Franklin County as an additional insured.
- B. Landlord shall, throughout the term of this Lease, maintain fire and extended coverage insurance on the Premises in an amount equal to the full insurable value thereof, subject to any allowances for coinsurance rating provisions utilized by Landlord. Landlord shall also carry owner's public liability and properly damage insurance coverage on the Premises with limits not less than one million dollars (\$1,000,000) combined single limits. Subject to the provisions hereof, all such insurance shall be for the sole benefit of the Landlord and under his sole control.

- C. Tenant, at Tenant's cost and expense, shall maintain comprehensive general liability insurance with contractual and cross liability coverage protecting and indemnifying Landlord and Tenant against any and all claims of liability for injury or damage to persons or property or for the loss of life or of property occurring upon, in, or about the Premises, and the public portions of the building caused by, or resulting from, any act or omission (in whole or in part) of Tenant, its employees, agents, servants, invitees or guest; such insurance to afford minimum protection during the term of this Lease, of not less than one million dollars (\$1,000,000) for personal injury to any one person, including death, and one million dollars (\$1,000,000) for personal injury, including death to more than one person arising out of any one occurrence and not less than one million (\$1,000,000) with respect to property damage. All such insurance shall be affected under valid and enforceable policies: shall be issued by insurers of recognized responsibility and authorized to do business in the state; shall name the Landlord as an additional insured and shall contain a provision whereby the insurer agrees not to cancel without thirty (30) days prior written notice to Landlord. On or before the Commencement Date, Tenant shall furnish Landlord with certificates evidencing the aforesaid insurance coverage, together with evidence of payment of the premium, and renewal policies or certificates therefore shall be furnished to Landlord at least (30) days prior to the expiration date of each policy for which a renewal certificate was therefore furnished.

- D. Landlord hereby waives all claims for recovery from Tenant for any loss or damage to Landlord or its property insured under valid and collectible insurance policies to the extent of the proceeds collected under such insurance policies; provided, however, that this waiver shall be effective only as allowed by the applicable insurance policy of Landlord.

HOLDING OVER

- 13. If Tenant retains possession of the Premises after the expiration or termination of the Lease Term or any extension thereof by lapse of time or otherwise, Tenant shall pay Landlord rent at a rate equal to 125% of the rate payable for the month immediately preceding the expiration or termination of the Lease Term, including and Additional Rent, computed on a per-month basis for each month or part thereof without reduction for any such partial month that Tenant remains in possession. Such retention of possession shall constitute a month-to-month lease. The provisions of this section shall not exclude Landlord's right of re-entry or any other right hereunder if Landlord has not elected to renew this Lease. Nothing herein contained shall preclude Landlord from terminating such retention of possession by service of thirty (30) days' notice as provided by law.

RULES AND REGULATIONS OF BUILDING

14. Tenant, its employees, agents, servants, invitees, and guests will comply fully with all regulations of the Rules and Regulations of the building as may have been established or which may hereafter be established by Landlord. Landlord shall at all times have the right to change such Rules and Regulations or to amend them in such reasonable manner as may be deemed advisable for safety, care, cleanliness, exterior and interior appearance of the premises and building, and for the preservation of good order and control therein and throughout. All of the Rules and Regulations, changes and amendments thereto will be forwarded to Tenant, and after Tenant's notice of same. Tenant shall carry out and observe all of such rules, regulations, changes and amendments. Tenants shall save and hold Landlord harmless from expense or damage resulting from failure to do so.

RIGHTS RESERVED AND RETAINED BY LANDLORD

15. Landlord retains and reserves unto itself all rights not expressly granted to Tenant in this Lease. In addition, Landlord or Landlord's Agent reserves the following rights exercised without liability to Tenant for (i) damage or injury to property, person, or business; (ii) causing an actual or constructive eviction, from the Premises; or (iii) disturbing Tenant's use or possession of the Premises through the following actions:
- a) To name the building and to change the name or street address of the building
 - b) To install and maintain all signs on the exterior and interior of the building and premises
 - c) To grant utility easements or other easements in, or re-plat, subdivide or make other changes in the legal status of the land underlying the building or the premises as Landlord shall deem appropriate in its sole discretion, provided such changes do not substantially interfere with Tenant's use of the Premises for the permitted purpose.

RELOCATION

16. Landlord shall have the right to relocate, at Landlord's sole expense, the Premises to comparable space anywhere in the building, provided that Tenant's square footage shall be approximately the same. The relocation of the Premises shall not affect any of the clauses or conditions of this Lease, including the rent, except as adjusted to reflect any change in the square footage occupied.

SUBORDINATION AND ATTORNMENT

17. Tenant hereby subordinates all of Tenant's rights, title, and interest under this Lease to the lien of any existing and all future mortgages and deeds of trust on the building. Tenant agrees to execute and deliver promptly such agreement and other documents as Landlord may request to confirm and acknowledge the foregoing subordination agreement, and Tenant hereby appoints Landlord as Tenant's agent to execute and deliver all such agreements and other documents for and on behalf of Tenant. In the event the lien of any such mortgage or deed of trust is foreclosed or title to the building is conveyed in lieu of foreclosure, Tenant hereby agrees to attorn to the purchaser of the building at any foreclosure sale and the grantee of any such deed and to confirm this Lease and

recognize such purchaser or grantee as the Landlord hereunder. So long as Tenant is not in default, this Lease shall remain in full force and effect for the full term hereof.

ESTOPPEL CERTIFICATE

18. Tenant shall within ten (10) days after written request by Landlord, deliver to Landlord in writing an executed statement certifying that this Lease is unmodified and in full force and effect, or in the case of lease modifications, that the Lease as modified is in full force and effect, the dates to which rent or other charges have been paid, the amount, if any, of prepaid rent and deposits paid by Tenant has received or is entitled to receive, and that Landlord is not in default under any provision of this Lease, or if in default, a detailed description thereof Tenant hereby appoints Landlord as Tenant's attorney in-fact with full power and authority to execute and deliver in the name of Tenant any such certificate in the event Tenant fails to do so on request

INTEREST

19. All unpaid amounts of Base Rent and Additional Rent due to Landlord under this Lease shall be subject to a delinquency charge each month at the rate of ten percent (10%) per annum from the due date until paid. All amounts due to the Landlord under this Lease shall be considered as additional rent, and if unpaid when due shall be subject to a delinquency charge each month at the rate of ten percent (10%) per annum from the due date until paid.

DEFAULT AND REMEDIES

20. Tenant will be in default of this Lease if (i) Tenant fails to pay any sum owing by it under this Lease within twenty (20) days after written notice thereof, or (ii) Tenant uses or permits use of the Premises for any unlawful drug-related or other felonious criminal activity, or (iii) Tenant abandons the Premises and such default is not cured immediately upon written notice specifying such default. Vacation of the Premises will not be deemed to be an abandonment so long as Tenant pays the Rent and performs all of its other obligations as and when required under this Lease.
21. If Tenant is in default of this Lease, Landlord may (i) terminate this Lease by giving Tenant written notice thereof and recover forthwith as damages the amounts provided for by law;(ii) whether or not this Lease is terminated or Landlord for default by Tenant, exercise any other rights or remedies provided at law or in equity. If this Lease is terminated for default by Tenant, Landlord will use reasonable efforts to the extent required by applicable law to relet all or any part of the Premises in one or more transactions for the account of Tenant for the rent and upon the terms Landlord deems advisable and in doing so Landlord may make changes, additions, improvements, redecorations, and repairs to the Premises as Landlord deems advisable, all without affecting Tenant's liability under this Lease.
22. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have twenty (20) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a twenty (20)-day period, to commence action and proceed diligently to cure such alleged default. A copy of such notice to Landlord will be sent by Tenant to the

holders under any Mortgages of which Tenant has been notified in writing, and any such lessor or holder will also have the same rights to cure such alleged default.

SURVIVAL OF OBLIGATION

23. The obligation of Tenant with respect to the payment of rent accrued and unpaid during the term of obligation of the Lease shall survive the expiration or earlier termination of the Lease.

HEADLINES

24. The titles and headings in the Lease are used only to facilitate reference and in no way to define or limit the scope or intent of any of the provisions of this Lease.

ENTIRE AGREEMENT-AMENDMENTS

25. This Lease constitutes the entire agreement between the parties with respect to the Premises and this Lease covers, merges and includes all agreements, oral or written, between the parties hereto whether made prior to or contemporaneous with the execution of this Lease. This Lease cannot be modified or changed by any verbal statement, promise or agreement and no modification, change or amendment shall be binding on the parties unless it shall have been agreed to in writing. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or person may require.

SEVERABILITY

26. In the event any provisions of this Lease may be officially found to be contrary to law, or void as against public policy or otherwise, such provisions shall be either modified to conform to the law or considered severable with the remaining provisions hereof continuing in full force and effect.

SUCCESSORS AND ASSIGNS

27. It is agreed that all the covenants, agreements and conditions herein contained shall extend to, and be binding upon, the respective successors, heirs, executors, administrators, assigns, receivers, or other personal representatives of the parties to this Lease.

NOTICES

28. Any and all notices required or permitted to be given hereunder shall be served either personally or by United States Mail, postage prepaid, (and, if permitted by law, by Registered, Certified, or Express Mail, as applicable) at the following addresses:

To Landlord: The Board of County Commissioners
Franklin County Courthouse
315 S. Main
Ottawa, KS 66067

To Tenant: Elizabeth Layton Center, Inc
1418 S. Main St, Ste 6
Ottawa, KS 66067

or at such other address as Tenant shall designate by written notice to Landlord. Each such notice shall be deemed given as of the date it is so deposited in the United States Mail.

TIME OF THE ESSENCE

29. Time is of the essence of this Lease Agreement.

SUPPLEMENTAL PROVISIONS

30. Landlord and Tenant further agree as follows:

- A. No payment by Tenant or receipt by Landlord of a lesser amount than the rent provided for in this Lease shall be deemed to be other than on account of the earliest due rent. Nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed in accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any amount or other payment of Tenant then not current and due or delinquent. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default but shall constitute only a waiver of timely payment for the particular payment involved. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

- B. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein the provision contained in the addendum shall control, unless otherwise provided in the addendum.

- C. If any action or proceeding is brought by either party against the other party to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees incurred on account of such action or proceeding.
- D. Landlord may from time to time seek from one or more financial institutions some part or all of the funds to finance improvements on the property of which the Premises are a part. Neither Landlord nor Tenant shall unreasonably withhold its consent to changes or amendments to the Lease requested by the financing institution on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or any obligations of the party from whom consent to such change or amendment is requested.
- E. The parties agree to promptly sign all changes or amendments reasonably requested to give effect to the provisions of this Lease.
- F. This Lease shall be construed and enforced in accordance with the laws of the state of Kansas.
- G. Notwithstanding anything contained in the Lease to the contrary, Tenant shall have no claim and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by the Landlord of any consent, approval, or statement of satisfaction, and in such event, Tenant's only remedies shall be an action for specific performance, injunction, or declaratory judgement to enforce any right to such consent, etc.
- H. If Tenant is a corporation or partnership, each individual signing this Lease on behalf of the Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation or partnership and this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a Resolution of its Board of Directors or other partner(s) authorizing such execution.
- I. A directory will be maintained in the lobby of the building by Landlord, with the names and suite numbers of the tenants in the building properly numbered and lettered. Landlord will also erect and maintain, at its sole expense, signage at the front auto entrance to the parking lot listing the names of all tenants. Tenant shall be allowed to post signage on the windows in front of the 1418 entrance, subject to the approval of the County Administrator.
- J. Financial Statement: Any person signing this Lease on behalf of Tenant hereby personally represents and warrants to Landlord any financial statements delivered to Landlord prior to the execution of this Lease properly reflect the true and correct value of all the assets and liabilities of Tenant. Tenant acknowledges upon entering into this Lease, Landlord is relying upon the accuracy and completeness of such statements.
- K. Recording: Recording of this Lease may be done by either party by recording a Memorandum of Lease.
- L. As the premises is a county-owned building, and in accordance with current law, the premises constitute a smoke-free building. Tenant agrees that Tenant shall not, nor shall Tenant permit

any employee of Tenant, nor any invitee, guest, or other individual on or in the area occupied by Tenant, to smoke. A pattern of violations of this sub-section shall be cause for termination of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant, acting herein by duly authorized individuals, have caused this instrument to be executed in two (2) originals, on the 1st day of March 2026, at Ottawa, Franklin County, Kansas.

For the Landlord:

For the Tenant:

Sabrina Meador, Chair
Board of County Commissioners

Leslie Bjork, Executive Director
Elizabeth Layton Center, Inc