

EXECUTION COPY

ADDENDUM TO TECHNICAL RESOURCE CENTER RECRUITMENT AGREEMENT
BETWEEN THE CITY OF MASON AND TOP GUN SALES PERFORMANCE, INC.

THIS ADDENDUM TO TECHNICAL RESOURCE CENTER RECRUITMENT AGREEMENT (“Addendum”) is dated as of the 30th day of August, 2016, between CITY OF MASON, OHIO, a political subdivision existing under the laws of the State of Ohio (“Mason”) and VGC, LLC; VGC Triangle, LLC; and Top Gun Sales Performance, Inc. (collectively referred to as “Top Gun/VGC”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Technical Resource Center Recruitment Agreement (“TRC Agreement”) dated July 6, 2012 between the parties.

RECITALS

WHEREAS, Mason and Top Gun entered into the TRC Agreement the purpose of which was to provide a business attraction tool for Mason to recruit start up, entrepreneurial technology companies that fit a certain specialized defined description in the BioHealth/Digital/IT sector; and

WHEREAS, the parties acknowledge that the TRC Agreement has been a viable, profitable, and valuable economic development tool creating new investment and job creation in the City of Mason; and

WHEREAS, the parties now desire to enter into this Addendum to amend the TRC Agreement as provided for herein below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties to the original TRC Agreement acknowledge that upon the execution of this Addendum, the party previously identified as “Top Gun” will be considered to be, collectively, VGC, LLC; VGC Triangle, LLC; and Top Gun Sales Performance, Inc.
2. The parties agree that all references to “TRC” shall now be referred to as “MTE” and all references to “Technical Resource Center” shall be referred to as “Mason Tech Elevator.”
3. The parties agree that Section 1 of the original TRC Agreement shall be amended to read as follows:
 1. For the purposes of this Agreement, the following definitions shall apply:
 - a. “MTE” or “Mason Tech Elevator” shall mean a model developed by the City of Mason and Top Gun/VGC, funded through public-private partnership, to launch early- to mid-stage growth companies with a focus in biohealth, bio health IT,

and digital IT industries to commercial market. Typical support comes through significantly underwriting the cost of operations related to space, talent recruitment, corporate connections, and developing an intentional pathway for short- and long-term growth strategies.

- b. The currently defined locations that are subject to this MTE are:
 - i. approximately 26,000 square feet of office space on the second floor of the property located at 5155 Financial Way, Mason, Ohio 45040, as further detailed in Exhibit A (the “Financial Way Property”)
 - ii. approximately 85,000 square feet of office space on the property located at 5412 Courseview Drive, Mason, Ohio 45040, as further detailed in Exhibit A-1 (the “Courseview Property”).
 - iii. approximately 8928 square feet of office space on the property located at 6402 Thornberry Court, Mason, Ohio 45040
 - iv. approximately 8928 square feet of office space on the property located at 6398 Thornberry Court, Mason, Ohio 45040
- c. “MGC” or “Mason Growth Companies” shall mean companies that generally meet evaluation criteria as set forth in **Exhibit B**, as determined by Mason.
- d. “MTE Fund” shall mean the value of combined contributions, in all forms, from Top Gun and Mason to foster and support the utilization of the MTE. The MTE Fund shall have an initial combined value of \$200,000 and a “recharged” combined value of \$1,500,000.
- e. “MGC Reserve Space” shall mean a continuously available space at both the FINANCIAL WAY PROPERTY and the COURSEVIEW PROPERTY consisting of not less than 4,000 contiguous square feet, and at Top Gun/VGC’s sole discretion, up to 60,000 at Financial Way Property and not less than 8,000 contiguous square feet and at Top Gun/VGC’s sole discretion, up to 85,000 at Courseview Property within the MTE program at all times provided as a protective measure to assure opportunity for Mason companies. As tenant lease agreements are signed and square footage is encumbered by MGC tenants, additional rolling square footage will be added to continuously maintain the minimum available contiguous square footage. In the event that the Courseview Property is fully occupied by existing tenants, with at least 40,000 square feet thereof being occupied by MGC, Mason will waive the MGC Reserve Space otherwise required hereunder.
- f. “Mason Initial Reserve” shall mean that during the term from the date of closing, until June 1, 2017, Mason will retain reservation rights, as set forth herein, for approx. 2 floors or approximately 40,000 SQFT of space at the Courseview Property location for the specific purpose of growing key growth strategy MGC companies. However, should Top Gun/VGC find a viable tenant for all or part of such Mason Initial Reserve space during the Mason Initial Reserve Period, and prior to a targeted MGC being secured for said space, Top Gun/VGC will notify Mason of the impending lease, present a viable, signed term sheet and afford the City of Mason the first option to secure the said space. The City of Mason will have 21 days to execute its option by notifying TopGun/VGC in writing by regular or electronic mail. From Top Gun/VGC Closing on the Courseview Property until December 31,

2016, there is no cost to Mason to preserve said space. From January 1, 2017 until June 1, 2017 the City will have reserve rights to 40,000 SQFT of the Courseview Property to be \$16/SQFT paid as \$8/SQFT in real funds and \$8/SQFT in reduction of the balance in the MTE Fund. Mason's monetary commitment will be accrued monthly consistent with the needed square footage to be held at a rate not to exceed \$3000.00 of real funds per month, based on the amount of SQFT reserved and such that the City's maximum payment for such reservation of space, in real funds will not exceed \$15,000.00 with any remaining commitment to be drawn from the MTE Fund or as otherwise negotiated.

- g. "MGC Optional Space" shall mean certain mutually agreeable space available for lease to any MGC within any other property owned by VGC Development, LLC, or any other affiliated entity at the option of Mason and with the consent of Top Gun. Optional space is added to provide further flexibility for Mason and MGC tenants and will only be used in place of MGC Reserve Space at Mason's full discretion.
- h. "Trigger Event" shall mean the sale of either of the Courseview or Financial Way Properties; or the death, disability, incapacity, or other change of status of J Steven Osborne to the extent that he, his spouse, children, or trustee no longer has a controlling interest in VGC, such that, as determined by a court of law materially impacts Top Gun/VGC's ability to perform all of its obligations under this Agreement. Notwithstanding the foregoing, a Trigger Event shall not include the sale of the stock or assets of Top Gun, or any event generally considered to be an event of force majeure, which shall include: (i) an act of war, (whether declared or not) hostilities, invasion, act of foreign enemies, terrorism or civil disorder; (ii) act of God such as tornado, earthquake, flood, drought, or any other natural disaster of overwhelming proportion, or (iii) any other unforeseeable circumstances beyond the control of the parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts.
- i. "Minimum Amended Term" shall be a term of ten (10) years from the execution of this Addendum.
- j. "Maximum Amended Term" shall be a term of fifteen (15) years from the execution of this Addendum.

4. The parties further agree that Section 2 of the original TRC Agreement shall be amended to read as follows:

2. Mason will initially contribute a sum of \$100,000 to the MTE Fund, to be utilized as part of the MTE program, as set forth in this Agreement. Mason shall also contribute an additional sum of \$500,000 to the MTE Fund, to be utilized as part of the MTE program, pursuant to the "recharge" provisions of this Addendum. Mason shall also contribute an additional sum of \$500,000 to the MTE Fund, to be utilized as part of the MTE program, as set forth in a separately executed Economic and Real Estate Participation Agreement.

5. The parties further agree that Section 3 of the original TRC Agreement shall be amended to read as follows:

3. In consideration of said contribution, Top Gun will commit a total of \$100,000 in rental value to the MTE Fund, to be utilized as part of the MTE program, as set forth in this Agreement. Top Gun will also commit an additional sum of \$500,000 in rental value to the MTE Fund, to be utilized as part of the MTE program, pursuant to the “recharge” provisions of the Addendum.

6. The parties further agree that Section 4 of the original TRC Agreement shall be amended to read as follows:

4. Top Gun agrees that during the any Term of this Agreement and any renewal periods thereafter that it shall reserve space in accordance with the terms set forth in numbered Sections 3.1.e and f of the Addendum. Notwithstanding anything herein to the contrary, Top Gun shall not be obligated to commit, lease, or hold in reserve square footage in excess of the unapplied balance of Mason’s commitment to the MTE Fund. Upon the request of Top Gun, Mason shall have the right, at its sole discretion, to waive these MGC Reserve Space requirements.

7. The parties further agree that Section 6 of the original TRC Agreement shall be amended to read as follows:

5. Top Gun and Mason hereby agree that the current market rate for the MTE Courseview Property space, including all Common Area Maintenance (CAM) expenses shall be \$16.00 per square foot. Mason and Top Gun/VGC agree that the lease rate shall be periodically adjusted in response to market demands that are mutually agreeable to both parties.

8. The parties further agree that Section 7 of the original TRC Agreement shall be amended to read as follows:

7. At a minimum and to be provided by Top Gun within the \$16.00 per square foot lease rate, and as adjusted periodically in section 6, the TRC space shall be made available “as is” and shall include carpet, finished walls, standard fixtures, all common areas complete, security access (lockable doors, optional key cards), HVAC, lighting, external building maintenance, utilities, maintenance. Top Gun/VGC is exploring the possibilities of providing common internet access. Top Gun/VGC will make best reasonable effort based upon available infrastructure. Any further tenant build-out, modifications, or alterations deviating from or in addition to the “as is” space provided herein shall be subject to the approval of Top Gun and shall be at tenant’s cost.

9. The parties further agree that Section 11 of the original TRC Agreement shall be amended to read as follows:

11. Mason and Top Gun agree that Top Gun will target is \$16/SQFT full all in gross from MGCs during each term. This negotiated target rate, which may be an adjustable rate within six to 12 month increments, determined at the beginning of each TRC lease, shall be considered a contribution by Top Gun and Mason to aid in the economic development efforts of the City of Mason. If MGC brings more criteria benefit to long term Mason economic objectives and/or the MGC brings more criteria benefit to the long term Top Gun Company growth objectives, rates will be adjusted as such.

10. The parties further agree that Section 15 of the original TRC Agreement shall be amended to read as follows:

15. The Initial Term of this Agreement shall be for five years, and the parties shall attempt to utilize the initial MTE Fund by the end of five years. The Minimum Amended Term shall be for a minimum period of 10 years from the date of execution of the Addendum. This minimum term is intended to protect Mason's investment and return on investment assuring the MTE Fund and all its rights are available for no less than that period. During this Minimum Amended Term, the occurrence of any "Trigger Event" shall constitute a default under which Top Gun will be liable to Mason for the full \$1,000,000 value of Mason's contribution to the MTE Fund, less any funds expended to date and any funds obligated in current leases or other approved agreements/uses. The Maximum Amended Term shall be a period of 15 years from the date of execution on the Addendum. If, at the end of the Maximum Amended Term, Mason has not utilized the full \$1,500,000 value of the recharged MTE Fund, Mason and Top Gun shall have the option of mutually extending this Agreement for successive one year periods until such time as Mason has utilized the full \$1,500,000 value of the recharged MTE Fund. In the event that Top Gun chooses not to extend the Agreement, Top Gun shall have the option of terminating the Agreement upon payment of an amount equal to the amount of remaining Mason contributions in the recharged MTE Fund.

11. The parties further agree that Section 16 of the original TRC Agreement shall be amended to read as follows:

16. During the Amended Term of this Agreement and any extension thereof, Top Gun shall submit and annual report to Mason not later than the 31st day of March of each year. Such annual report shall certify the amount of square footage available in the MTE and shall further certify Top Gun's calculations detailing the expenditures from the recharged MTE Fund including a statement as to the remaining balance of the recharged MTE Fund. Upon receipt of the annual report, Mason shall have thirty (30) days to contest the contents of the report. The parties shall use best efforts to resolve any disputes within a commercially reasonable timeframe.

12. The parties further agree that Section 17 of the original TRC Agreement shall be amended to read as follows:

17. Default and Cure. Either party's failure to comply with any of the covenants, agreements, or conditions contained in this Agreement which shall continue for a period of sixty (60) days after written notice thereof shall constitute a default. If, after the expiration of said sixty (60) day cure period, the defaulting party has failed to cure the default, the non-defaulting party shall be entitled to the remedies set forth herein. The occurrence of any Trigger Event within the Minimum Amended Term that remains uncured for sixty (60) days as set forth above shall constitute a default.

13. The parties further agree that Section 18 of the original TRC Agreement shall be amended to read as follows:

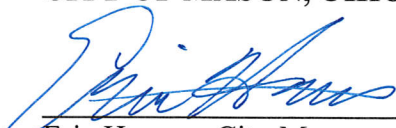
18. Remedies. Upon the occurrence of an event of default by Top Gun/VGC, Mason shall be entitled to terminate the Agreement and withdraw any remaining funds in the MTE Fund up to its original \$1,000,000 contributions, less any funds expended to date, and any funds obligated in current leases, or other approved agreements/uses. In addition, Top Gun/VGC shall be required to repay to Mason any funds that were expended from the MTE Fund in such amounts as to make Mason whole for MTE Fund balance of \$1,000,000, less any funds expended to date, and any funds obligated in current leases, or other approved agreements/uses. No remedy granted to either party shall be deemed to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy hereunder, now or hereafter existing at law, in equity, or by statute.

13. All amendments to the original TRC shall be effective upon the effective date hereof and shall not have retrospective application or effect unless expressly provided hereunder.

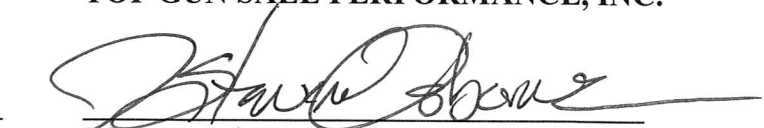
14. This Addendum, taken together with the original TRC Agreement, constitutes the entire agreement and understanding of Mason and Top Gun/VGC with respect to the subject matter hereof and thereof. Except as expressly amended by this Addendum, the original TRC Agreement remains in full force and effect as originally executed and delivered. This Addendum shall be construed under, and governed by, the internal substantive laws of the State of Ohio. This Addendum may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized officials as of the date and year first written above.

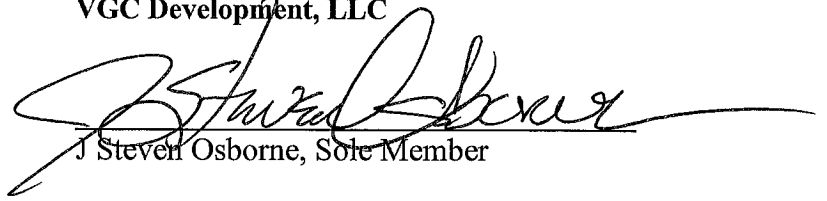
CITY OF MASON, OHIO


Eric Hansen, City Manager

TOP GUN SALE PERFORMANCE, INC.

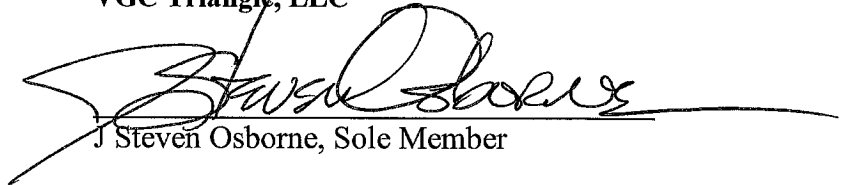

J Steven Osborne, CEO

VGC Development, LLC

A handwritten signature in black ink, appearing to read "J. Steven Osborne", written over a horizontal line.

J Steven Osborne, Sole Member

VGC Triangle, LLC

A handwritten signature in black ink, appearing to read "J. Steven Osborne", written over a horizontal line.

J Steven Osborne, Sole Member

2356480.1