Dornoch LLC Lease Agreement 809 Levee Drive Manhattan, KS 66503

This Lease Agreement Is made the day last signed by and between HydroGraph Clean Power Inc, hereinafter

referred to as "Tenant" and

Dornoch LLC., hereinafter referred to as "Landlord".

Lease Summary:

Certain lease provisions are presented In this initial portion of this lease agreement (referred to as "summary" or "Lease Summary") to facilitate convenient reference by the parties hereto, subject to further definition and elaboration in the respective Sections and elsewhere in this Lease, and these provisions are incorporated into the respective Sections

Notice Address: (Section 11.6) Tenant

To the Premises with a copy to

HydroGraph Clean Power Inc. 430-580 Hornby Street Vancouver BC V6C 3B6 Canada 604-220-3120

Landlord:

Dornoch LLC 1701 Hudson Ave Manhattan, KS 66503 785-564-0439 johnfrigon@gmail.com

Premises (Section 1.1): 809 Levee Dr. Suite H. City of Manhattan, Kansas, containing approximately 13,000 +/-square feet.

Permitted Uses (Section 4.1): light manufacturing consistent with 1-2 zoning,

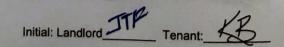
Lease Term (Section 2.1): 24 Months (Lease Term) beginning August 1st, 2021 (Commencement Date) and ending July 31st 2023 (Termination Date).

Minimum Rent (Section 3.1):

Period: August 1st 2021 - July 31st 2023: \$6,229.17 - minimum base rent per month

Security Deposit (Section 3.2): N/A

Additional Rent (Sections 3.4, 3.5 & 3.6): Tenant shall be responsible for their pro-rata share of 15.38% of the following operating expenses in addition to the Minimum Rent starting August 1st 2021: Additional Rent will be subject to annual adjustments based upon actual expenses.



 Tenant Responsibilities:
 Monthly Payments

 Real Estate Taxes.
 \$1,667.06

 Insurance.
 256.15

 Common Area Maintenance.
 254.94

 Total Monthly Additional Rent Payment to Landlord.
 \$2,178.15

Additional Lease Terms: Send Lease payments to:

Dornoch LLC 1701 Hudson Ave Manhattan, KS 66503

Tenant's obligation to keep and maintain the Premises In good order, condition and repair Includes without limitation all plumbing and sewage facilities in the Premises; snow and Ice removal from the area directly adjacent to its entry way and windows; floors (including floor coverings); doors, locks, and closing devices; window casements and frames; glass and plate glass; grilles; all electrical facilities and equipment; HVAC systems and equipment and all other appliances and equipment of every kind and nature. In addition, Tenant will at its sole cost and expense install or construct any improvements, equipment, or fixtures required by any governmental authority or agency as a consequence of Tenant's use and occupancy of the Premises. Tenant will replace any damaged plate glass within a reasonable time of the occurrence of such damage

The Tenant Is responsible for the maintenance and replacement of the HVAC system(s). Tenant will contract with a licensed HVAC contractor who will inspect the HVAC system(s) on an annual basis. If Tenant fails to arrange for inspecting and servicing of the HVAC system(s) with a firm satisfactory to Landlord in Landlord's sole discretion, Landlord may at Landlord's option employ and pay a firm satisfactory to Landlord, engaged In the business of maintaining HVAC systems, to perform periodic Inspections of the HVAC systems serving the Premises, and to perform any necessary work, maintenance, or repair of them. In that event, Tenant will reimburse Landlord, when billed, for all reasonable amounts paid by Landlord in connection with such employment. Landlord shall guarantee the HVAC system(s) for the first sixty (60) days from the date of the Lease commencement. After the sixty (60) day period, the Tenant shall be responsible for all repairs, maintenance and replacement(s) as further discussed in Article V.

Tenant acknowledges that this is a Non-Smoking building. Tenant or Tenant's employees are NOT allowed to smoke In the Premises.

Tenant shall place the Utilities In their name as soon as possession is given to them.

Tenant acknowledges that Tenant shall be responsible their pro-rata share of the operating expenses In addition to the Minimum Rent per sections 3.4,3.5 & 3.6.

Tenant acknowledges that Tenant understands Tenant's Duty to Repair as per section 5.3.

Tenantacknowledges that they are responsible for pest control in the demised premises.

In the event that Tenant's check is returned for insufficient funds, ALL future payments will be required to **be** In the form of a certified or cashier's check made payable to the Landlord and due on the first day of every Calendar month.

Option to Renew: Provided Tenant is not In default of this Lease Agreement, Tenant shall have two
(2) options to renew this Lease Agreement for an additional two (2) years under the same terms with exception of the minimum rent which shall increase by according to the schedule below. Tenant must give Landlord written notice of Tenant's desire to exercise this Option 120 days prior to the current lease expiration. Failure to give such noticewill result in this Option to Renew becoming null and void.

August 1st, 2023 – July 31st, 2025 at a minimum monthly rent of \$6,229.17

August 1st, 2025 – July 31st 2027 at a minimum monthly rent of \$6,229.17

ARTICLE I: PREMISES

- 1.1 DESCRIPTION: Landlord hereby leases to Tenant the premises as described in the Lease Summary, and Tenant leases and accepts, subject to the terms and conditions of this Lease, the premises referred to herein as the "demised premises" or the "premises".
- 1.2 EXCEPTION AND RESERVATION: Landlord reserves and excepts from the demised premises the roof and exterior walls of the building or buildings, or of which the demised premises are a part, and further reserves the right in, over and upon the demised premises as may be reasonably necessary or advisable for the servicing of the demised premises or of other portions of the warehouse center.
- 1.3 DEFINITIONS: The term "WAREHOUSE CENTER" herein shall be deemed to mean the entire development or proposed development, including any and all proposed structures, (whether reflected in an attached Exhibit or hereafter incorporated in the center during the term or any extension thereof), parking facilities, common facilities, and the like to be built on the property shown on said Exhibit A, as the same may from time to time be reduced, or as the same may from time to lime be increased by the addition of other land, together with structures and the like thereon which may from time to time be included by Landlord in the development. The term "COMMON AREAS" herein shall include parking areas, service roads, loading facilities, sidewalks and other areas constructed or to be constructed for use in common by the Tenant, other tenants in the warehouse center and their employees and business invitees, subject, however, to the terms of this agreement and reasonable rules and regulations prescribed from time to time by the Landlord.

ARTICLE II: TERM

- **2.1 BASE TERM:** The original term of this Lease shall be for a period per the Lease Summary provided unless sooner terminated hereby. Said term, and Tenant's obligation to pay rent and other charges herein required to be paid by Tenant, other than the security deposit, shall commence per the Lease Summary. In the event the Commencement Date does not occur on the first day of the month the Tenant shall pay rent for the fractional month (calculated on the basis of a thirty-day month) until the first day of the month when the term commences. Thereafter, the minimum rent shall be paid in equal monthly Installments in advance on the first day of each month during the term of this Lease. The term of this Lease shall end and terminate per the Lease Summary.
- 2.2 **PRIOR INSTALLATION:** Tenant prior to the commencement of the term shall, with the prior written consent of Landlord, be permitted to install fixtures and equipment on the demised premises. Any work done in a manner as will not interfere with the progress of the work by Landlord of completing construction, and Landlord shall have no liability or responsibility for loss of, or any damage to fixtures, equipment or other property of Tenant so installed or placed on the premises.

ARTICLE III: RENT, OTHER TENANT CONTRIBUTIONS,

3.1 MINIMUM RENT: Tenant shall pay to Landlord as minimum rent for the demised premises in monthly installments as per the Lease Summary which monthly minimum rent shall be paid each calendar month during the term of this Lease, in advance on the first day of each month at the Landlord's Notice Address on the Lease Summary or at such other place as Landlord may designate, from time to time, by notice to Tenant.

3.2 SECURITY DEPOSIT: N/A

3.3 PAYMENT OF CHARGES: All rent and other charges to be paid by Tenart shall be paid as provided in this agreement and the nonpayment of any item when due (or with the monthly payments If not otherwise provided for herein) shall constitute an item of default under the terms hereof. Tenant shall pay all rent payable under this Lease without notice or demand, both of which are expressly waived by Tenant and Landlord. In the event Tenant shall fail to pay rent and other charges when due, Landlord may charge Tenant a monthly service charge in an amount equal to ten percent (10%) of the amount of rent and/or other charges due. Rent and other charges due Landlord under this Lease not paid when due shall bear interest commencing ten (10) days after the due date of such rent and/or other charges or moneys at the rate of one and one half percent (1.5%) per month or Eighteen Percent (18%) annually until

the outstanding balance is paid; however, in the event such interest rate is prohibited by the usury laws of Kansas, then such interest rate shall automatically become the highest rate then permitted by such usury law then in effect, and such past due sums shall bear Interest at such substituted rate of interest.

3.4 TAXES: Tenant agrees to pay the monthly estimate per the Lease Summary to Landlord Its proportionate shareof all real estate and ad valorem taxes, including any and all general or special assessments that may be levied or assessed by any lawful authority for each calendar year during the Lease Term including those assessed against the land and/or buildings comprising the warehouse center. Tenant's proportionate share shall be the same ratio of the total amount due as the total gross square footage of the within premises demised to Tenant shall bear to the total square footage of all of the gross leasable space in the warehouse center. Tenant agrees to pay to Landlord on the first day of each month of the term in

advance such amount as Landlord shall estimate to be equal to 1/12th of the annual Tenant's share of the anticipated taxes for the current year, at the time and place provided for the payment ofrent. Upon receipt of the tax bills for any given year, the Landlord shall compute the share of said bills due from Tenant and a summary shall be furnished to Tenant reflecting the actual amount of taxes due from Tenant and Landlord shall furnish to Tenant, upon receipt, copies of any and all such tax bills. In the event the amounts paid by Tenant during the preceding period shall be in excess of its proportionate share, the excess shall be credited against the next ensuing tax payments due from Tenant. In the event the amount paid by Tenant shall be less than its proportionate share, then it shall pay the remaining balance within fifteen (15) days after such notice is furnished. The notice furnished Tenantshall also include a computation of the estimated sums that would be due from Tenant each month for the succeeding lease year and the monthly tax payment to be made as aforesaid shall be adjusted accordingly for the succeeding period. In the event any tax, other than income tax, shall be assessed upon rent by any governmental authority to the demised premises, said tax shall be paid by Tenant as additional rental in the same proportion as hereinbefore provided. In the event Landlord shall elect to contest any proposed increase in taxes, any expense incurred in such contest, including reasonable attorneys fee or appraisers' fees shall be considered as tax expenses under the terms of this paragraph, and shall be borne by Tenant in the proportion above set forth. In the event the method of taxation applicable to rental property shall be adjusted or modified, a modification agreement with respect to this paragraph shall be entered into which will equitably apply the principal hereof to said revised tax system. Landlord shall pay any overpayment of taxes by Tenant at the termination of this Lease to Tenant within thirty (30) days after such termination, after use thereof in satisfaction of all of Tenant's other rental or other monetary obligations outlined in this Lease.

- 3.5 INSURANCE: Tenant agrees to pay to Landlord the monthly estimate per the Lease Summary as Tenant's proportionate share of all fire and extended coverage insurance maintained by Landlord in connection with the warehouse center, together with loss of rents insurance maintained by Landlord on the warehouse center in such sum as shall be determined as the Tenant's proportionate share to be determined in the same manner as provided for in the preceding paragraph, and to be adjusted periodically in the same manner. Landlord shall pay any overpayment for insurance made by Tenant as of the termination of this Lease to Tenant within thirty (30) days after such termination after use thereof in satisfaction of all of Tenant's other rental or other monetary obligations outlined in this Lease.
- COMMON AREA MAINTENANCE: Tenant agrees to pay landlord a monthly estimate for common area maintenance per the Lease Summary as an estimate of Tenant's proportionate share of the common area maintenance of the warehouse center, and during the term of this Lease, Tenant covenants to pay Tenant's proportionate share of common area maintenance expenses which shall be the ratio of the total gross square footage of the demised premises to the total square footage of all of the buildings in the warehouse center served by said common areas as determined by Landlord. The common area maintenance expenses shall include expenses incurred, relating to the common areas for the operating, managing, equipping, lighting, repairing, replacing, and maintaining the common areas, specifically including landscaping and gardening, parking lot, line painting, lighting, traffic control, if any, sanitary control, removal of snow, trash, rubbish and garbage and other refuse, liability insurance premiums for the common areas, cost of all rentals of machinery equipment of such maintenance, the cost of personnel to implement such services to direct parking and to police the common areas and Nine Percent (9%) of all the foregoing costs to cover the administrative costs relative to the operation of said common areas. Landlord, at Landlord's option, may supply Tenant with an itemized statement covering all costs and expenditures as enumerated in this paragraph and a determination of Tenant's proportionate share thereof. In the event the amount paid by Tenant shall be less than its proportionate share, the same shall be paid within fifteen(15)days after written notice and itemization of such determination, or in the alternative, any payment made by Tenant In excess of its share of the sum, shall be credited to the next sum due from Tenant Said statement shall also contain a determination by Landlord of the monthly sum to be paid by Tenant during the succeeding months of the lease year, which determination shall be based in part on the statement of expense for the preceding year modified by any known increase in the cost of said services. Landlord shall pay any overpayment of this Lease to Tenant within thirty (30) days after such termination, after use thereof in satisfaction of all of Tenant's other rental or other monetary obligations outlined In this Lease.

ARTICLE IV: USE OF PREMISES AND COMMON AREAS

- 4.1 **TENANTS USE**: The demised premises shall be used and occupied by Tenant solely as referenced in the Lease Summary and for no other purpose without landlord's prior written consent. Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use or occupancy and shall not violate in any manner any of the exclusive use rights now granted by Landlord to any other tenants in the warehouse center, which exclusive use provisions contained in said leases are available for Tenant's inspection. Should Tenant's use of the Premises conflict with any laws or regulations at any time then Tenant shall be solely responsible for becoming compliant with such laws and regulations.
- 4.2 SIGNS: Tenant shall not place on any exterior door, wall or window of the demised premises any sign or advertising matter, without first obtaining Landlord's written approval and consent. Tenant agrees to maintain any such sign(s) or advertising matter as approved by landlord in good condition and repair. All signs shall comply with applicable ordinances or other governmental restrictions and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant. All signs constructed by Tenant shall be harmonious in design and size to the sign standards for the warehouse center. Tenant shall obtain all necessary permits and licenses to erect and maintain such signs, and shall contract, maintain, repair and replace such signs, as and when reasonable, during the term hereof
- 4.3 CONTINUOUS OCCUPANCY: Tenant agrees that it will keep its place of business in the center open continuously during the term of this Lease, on such days and for such hours as typical for similar businesses and will

not cease operations in said premises without the express written consent of the Landlord, unless prevented from doing businesstherein by reason of applicable ordinances or other acts of governmental authorities, or by acts of *God*, or conditions beyond the control of the Tenant.

- CONTROL OF COMMON AREAS: All parking areas, driveways, entrances and exits thereto, sidewalks, 4.4 ramps, landscaped areas, exterior stairways, and all other common areas to facilities provided by Landlord for the common use of tenants of the warehouse center and their officers, agent, employees and customers, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the use of all such common areas and facilities. Landlord shall have the right to operate and maintain the same in such manner as Landlord, in its sole discretion, shall determine from time to time, including without limitation the right to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of said common areas and facilities. No auction, fire or bankruptcy sales may be conducted in the demised premises without the previous written consent of Landlord. Tenant shall not use the sidewalks adjacent to the demised premises or the open areas between the glass line and the wall line of the demised premises' exterior for business purposes, without the previous written consent of Landlord; all merchandise and coin vending machines of any description shall be kept within the interior side of the glass line of the demised premises. Landlord shall have the exclusive right at any and all times to close any portion of the common areas for the purpose of making repairs, changes or additions thereto and may change the size, area or arrangement of the parking areas or the lighting thereof within or adjacent to the existing areas and may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress, provided that any such action shall not unreasonably interfere with Tenant's operation of business within the demised premises or access to the common areas. In the event that the lighting controls for the common areas shall be located in the demised premises, then Landlord in such event shall have the right to enter the demised premises of the Tenant for the purpose of adjustingor otherwise dealing with the said controls as required.
- **4.5 EMPLOYEE PARKING AREA:** Tenant and its employees shall park their motor vehicles in such areas as Landlord may, at its election from time to time, designate as employee parking areas. Tenant agrees that all loading and unloading of goods shall be made at such places as are designated by Landlord, and that said loading and unloading operations shall be conducted so as not to obstruct or hinder the operation of the businesses of the other tenants in the warehouse center, nor will Tenant unreasonably block or obstruct any street, sidewalk or right-of-way adjacent to or comprising part of the warehouse center.

ARTICLE V: TENANT IMPROVEMENTS AND OPERATING EXPENSES

- **5.1 TENANT IMPROVEMENTS:** The Tenant shall accept the premises in its "as is" condition except as provided for in the Additional Terms section of the Lease Summary or as specified on the Tenant Improvement Specifications Exhibit A attached to this Lease Agreement.
- 5.2 **UTILITIES**: Tenant agrees to pay for Tenant's requirements of electric current, gas, sewer, heat, water and all other utilities and taxes or charges on such utility service which are used on or attributable to its demised premises. In no event shall Landlord by liable for any interruption or failure in the supply of any utilities to the demised premises.
- **5.3 TENANT'S DUTY TO REPAIR:** Except as provided for In paragraph 5.5 of this Lease as being required of the Landlord, Tenant shall, at Tenant's sole cost and expense,
- (a) keep, repair, replace and maintain in good order, condition and repair (including any such replacement and restoration as Is required for that purpose) the demised premises and every part thereof and any and all appurtenances thereto constructed or installed by Tenant, wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, Tenant's signs, storefront, all plumbing and sewage facilities within the demised premises including free flow up to the main sewer line, fixtures, the heating and air conditioning systems, Including the regular replacement of heating and air conditioning filters, electrical systems (whether or not located in the demised premises), sprinkler system, walls, floors and ceilings, meters applicable to Tenant's premises, all Tenant's improvements and installations made by Tenant under the terms of this Lease and any exhibits thereto, and any repairs required to be made in the demised premises due to burglary of the demised premises or other illegal entry into the demised premises or any damage to the demised premises caused by a strike involving the Tenant or its employees. Any charges to furnish any utility service to the demised premises made by any utility company or municipality shall be paid by Tenant within the time limit specified by each utility company.
- (b) Tenant shall keep and maintain the demised premises in a clean sanitary and safe condition and in accordance with all directions, rules and regulations of the proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant. and Tenant shall comply with all requirements of law, by statute, ordinance orotherwise, affecting the demised premises and all appurtenances thereto installed or constructed by Tenant. If Tenant refuses or neglects to commence and to complete maintenance and/or repairs promptly and adequately as set forth in this Paragraph

- 5.3, Landlord may, but shall not be required to, make and complete said maintenance and/or repairs, and Tenant shall pay the cost thereof to Landlord in additional rent upon demand, together with interest at the .rate of ten percent (10%) per annum until paid to Landlord.
- (c) Tenant covenants and agrees to redecorate (including carpeting, painting, refurnishing, and wall coverings) the interior of the demised premises as and when necessary, so as to maintain the demised premises in good quality condition, throughout and during the term hereof and any renewal term thereof.
- 5.4 SURRENDER OF PREMISES: At termination of this or any renewal term, Tenant does agree to deliver the demised premises in the broom cleaned condition as on the Commencement Date (subject to the removal an hereinafter required) reasonable wear and tear excepted and shall surrender all keys for the demised premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combination of locks, safes and vaults, if any, in the demised premises. Tenant shall remove all its trade fixtures, equipment Tenants signs and personal property, before surrendering the demised premises as aforesaid and shall repair any damage to the demised premises caused thereby. Tenant's obligation to observe or perform the covenants in this paragraph shall survive the expiration or other termination of this Lease's term. Any items remaining in the demised premises on the termination date of this Lease shall be deemed abandoned for all purposes and shall become property of Landlord, and the latter may dispose of the same without liability to Tenant of any type or nature. Tenant covenants to pay to Landlord, upon demand, all Landlord's costs and expenses to so dispose, remove and repair damage from such removal. The covenants made by Tenant in this paragraph 5.4 shall survive termination of this Lease in all events, notwithstanding anything herein to the contrary.
- 5.5 LANDLORD'S DUTY TO REPAIR: Landlord shall keep and maintain the common areas, the foundation, exterior walls and roof of the building in which the demised premises are located, main utility lines servicing multiple tenants and the structural portions of the demised premises which were installed by Landlord, exclusive of doors, door frames, door checks, windows, and Tenant's improvements and exclusive of window frames located in and Tenant's signs located on exterior building walls, in clean, sanitary and safe condition, in good repair, (including any such replacement and restoration as is required for that purpose), Including snow and ice removal, except that Landlord shall not be called upon or liable for and/or be required to make any such repairs occasioned by the act or neglect of Tenant, its agents, employees, licensees or contractors. Landlord shall not be called upon or liable for and/or be required to make any of the improvements to or repairs of any kind upon the demised premises, Tenant's signs, and/or be required to repair any appurtenances to the demised premises installed or constructed by Tenant. Any of the foregoing repairs required to be made by reason of the negligence or wrongful intentional responsibility of the Tenant, shall be the responsibility of the Tenant notwithstanding the provisions above contained in this paragraph.
- 5.6 **TENANT'S ALTERATIONS**: Tenant shall not alter the demised premises (except for repairs as aforesaid) and shall not install any fixtures or equipment to be used in connection with Tenant's business which affect or are affixed to the structure of the demised premises in any manner without first obtaining the written approval of Landlord to such fixtures and equipment and the Landlord's approval of the manner in which said fixtures and equipment are to be installed **and located** In the demised premises.
- 5.7 **MECHANIC'S LIENS:** If Tenant makes any alterations or improvements in the demised premises, Tenant must pay for same as and when made. Nothing in the Lease shall be construed to authorize Tenant or any person dealing with or under Tenant, to charge the rents of the demised premises, or the property of which the demised premises form a part, or the interest of Landlord in the estate of the demised premises and the warehouse center, or any person under and through whom Landlord has acquired its interest in the estate of the demised premises and the warehouse center with a mechanic's lien or encumbrance of any kind, and under no circumstances shall tenant be construed to be the agent, employee or representative of Landlord in the making of any such alterations or improvements to the demised premises or common areas, but, on the contrary, the right or power to charge any lien, claim or encumbrance of any kind against Landlord's rents or the demised premises or said land or on the warehouse center is denied. So long as the laws of this state shall provide for the attachment of mechanic's or materialman liens to real estate. If a mechanic's or materialmen's lien is threatened by any contractor or supplier, or in the event of the filing of a notice of any such lien,

Tenant will promptly pay same and take steps immediately to have same removed. If same is not removed or if Tenant fails to furnish to Landlord written notice of its consent of any such lien together with a bond, in form and content satisfactory to Landlord, within fifteen (15) days after the date of written notice from Landlord, Landlord shall have the right at Landlord's option to pay such lien or any portion thereof, and the amounts so paid, including attorney's fees and expenses connected therewith, together with interest at the rate of 10% annum on any sums paid or advanced, shall be deemed to be additional rent due from Tenant to Landlord and shall be paid to Landlord immediately upon demand and rendition to Tenant of bill. Tenant will indemnify, defend and save harmless Landlord from and against all loss, mechanics liens, claims, damages, costs, attorney's fees or expenses suffered by Landlord for reason of any repairs, installations or Improvements made by Tenant.

- 5.8 **GOVERNMENTAL REGULATIONS**: In the event that any governmental regulations from time to time shall require modifications the demised premises, said modifications shall be the responsibility of Tenant.
- 5.9 ROOF: Tenant will not cause or permit Tenant's agents, contractors or employees to cause accumulation of any debris or extraneous matter on the roof of the demised premises, will not in any manner without the consent of

Landlord, cut or drive nails Into or otherwise mutilate the roof, structure and exterior walls of the demised premises and will be responsible for any damage caused to the roof, structure and exterior walls by any acts of the Tenants, its agents, servants, employees or contractors of any type or nature.

5.10 FORCE MAJEURE: Notwithstanding anything herein to the contrary, if Landlord and/or Tenant is delayed in fulfilling any covenant or obligation under this Lease by reason of strikes, bad weather, unavailability of materials, Act of God, national emergency, or other similar cause not within the Landlord's and/or the Tenant's reasonable control, and if written notice of such cause of delay shall be given lo other party by the party delayed, after knowledge of such cause, then the delayed party's time for performance, provided herein for the fulfillment of such covenant, obligation or obligations shall be deemed extended by the period of time during which such cause of delay shall continue, and, likewise the Commencement Date as determined under paragraph 2.1, shall also be extended by the period of time during which such cause of delay shall continue.

ARTICLE VI: INSURANCE

- **6.1 LIABILITY OF TENANT:** Tenant shall protect, indemnify, defend and save Landlord harmless from and against all and any liability and expense of any kind arising from injuries or damages to persons or property on the demised premises arising out of or resulting In any way from any act of omission of Tenant, its agents, invitees, servants and employees, in the use of the demised premises during the term of this Lease.
- **6.2 NOTICE OF CLAIM OR SUIT:** Tenant agrees to promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against the Landlord. In the event Landlord is made a party to any action for damages which Tenant has herewith indemnified Landlord against, then Tenant shall pay all costs and shall provide effective counsel in such litigation or shall pay, at Landlord's option, the attorney fees and costs incurred In connection with said litigation by Landlord.
- **6.3 LIABILITY INSURANCE:** Tenant agrees to maintain at its expense at all times during the lease term full liability insurance properly protecting and indemnifying Landlord and naming Landlord as additional insured on the General Liability policy In an amount not less than \$1,000,000 per Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 per Annual Policy Aggregate, and \$2,000,000 for Products & Completed Operations Aggregate for Injuries or damages to persons, and not less than \$2,000,000 property damage liability insurance, written by insurerslicensed to do business in the State of Kansas. Tenant shall deliver to Landlord certificates of such insurance, which shall declare that the respective Insurer may not cancel the same. Tenant shall promptly notify Landlord in writing of its intention to cancel Its policy or any threat or notice by Tenant's respective insurer to cancel Tenant's policy, In whole or in part.
- 6.4 FIRE AND EXTENDED COVERAGE: Tenant shall, during the term hereof, obtain fire and extended coverage insurance policy(s) protecting the Tenant's Improvements, fixtures and personal property located within the warehouse center, and deliver certificates thereof to Landlord, as of even date herewith and from time to time thereafter upon renewal orreplacement of such policies.
- 6.5 FAILURE TO PROCURE INSURANCE: In the event Tenant shall fall to procure insurance required under this Article and fail to maintain the same in force continuously during the term, Landlord shall be entitled to procure the same, and shall be immediately reimbursed by Tenant for such premium expense.
- 6.6 INCREASE IN FIRE INSURANCE PREMIUM: Tenant agrees not to keep upon the demised premises any articles or goods which may be prohibited by the standard form of fire and extended coverage insurance policy. It is agreed between the parties that in the event the Landlord's insurance rates applicable to fire and extended coverage insurance policies held by Landlord covering the occupied demised premises shall be increased by reason of any use of the demised premises made by the Tenant, then Tenant shall pay to Landlord such increase in insurance as shall be occasioned by said use.
- **6.7 PROPERTY OF TENANT:** Tenant agrees that all property owned by it in, on or about the demised premises shall be at the sole risk and hazard of the Tenant. Landlord shall not be liable or responsible for any loss of or damage to Tenant, or anyone claiming under or through Tenant, or otherwise, whether caused by or resulting from a peril required to be insured hereunder, or from water, steam, gas, leakage, plumbing, electricity or electrical apparatus, pipe or apparatus of any kind, the elements or other similar or dissimilar causes, and whether or not originating in the demised premises or elsewhere, irrespective of whether or not Landlord may be deemed to have been negligent with respect thereto, and provided such damage or loss Is not the result of an intentional and willful wrongful act of Landlord.
- **6.8 WAIVER OF SUBROGATION:** The parties agree that, If any property owned respectively by them and located in the warehouse center shall be damaged or destroyed by an insured peril, the other party hereto shall not have any liability to such insured party, nor to any insurer of such insured party, for or in respect of such damage or destruction, except for gross negligence; and each party thereto shall require all policies of risk insurance carried by it on its property in the warehouse center to contain or be endorsed with a provision in and by which the insurer designated therein shall waive its right to subrogation against the other party, except for gross negligence. If at any time either Landlord's .or .

Tenant's policies of risk insurance do not so provide, the waiver in the other party's policy(s) shall be deemed void.

ARTICLE VII: FIRE OR OTHER CASUALTY

- 7.1 PARTIAL DESTRUCTION: In the event of the partial destruction of the building or improvements located on the demised premises by fire or any other casualty in which the cost of the restoration or repair are less than 30% of the building's (within which the demised premises are located) fair market value and in which said restoration or repairs can be completed within 120 days after the occurrence of the partial destruction, Landlord shall diligently restore or repair said buildings and improvements (exclusive of Tenant's improvements hereon described to be made by Tenant). Landlord shall repair or restore improvements (exclusive of Tenant's improvements hereon described to be made by Tenant) to the conditions they were in immediately prior to the date of the partial destruction. A just and proportionate part of the rent and other charges payable by Tenant to the extent that such damage or destruction renders the demised premises untenable shall abate from the date of such damage or destruction until such demised premises are repaired or restored by landlord. Tenant shall thereafter, or simultaneously therewith, diligently repair any damage to Tenant's improvements, fixtures and property.
- 7.2 SUBSTANTIAL DESTRUCTION: If the demised premises shall be so damaged by fire or other casualty of happening In which the cost of the restoration or repair are greater than 30% of the building's (within which the demised premises are located) fair market value or said restoration or repairs cannot be completed within 120 days after the occurrence of the damage, then Landlord shall have the option to terminate this Lease by giving Tenant written notice within 30 days after such substantial destruction, and any unearned rent shall be apportioned and returned to Tenant. If Landlord does not elect to cancel this Lease as aforesaid, then the same shall remain in full force and affect, and Landlord shall proceed with all reasonable diligence to repair and replace the demised premises to the condition they were in prior to the date of such destruction (exclusive of Tenant's improvements herein described to be made by Tenant), and during the time demised premises are so destroyed and untenability, the rent and other charges shall be abated in proportion to the extent and duration of untenability.

ARTICLE VIII: ASSIGNMENT AND SUBLETTING

8.1 **TENANT ASSIGNMENT:** Tenant shall not sell (including the conveyance of equitable title), assign, transfer or encumber this Lease or Tenant's leasehold interest herein, without prior written consent of Landlord. Tenant shall not sublet or allow any other tenant to come in with or under Tenant without Landlord's prior written consent. Consent of Landlord to one assignment or subletting of Tenant's Interest in the Lease and its leasehold estate affecting the demised premises shall not constitute a waiver of Landlord's rights hereunder. In no event shall Tenant assign or sublet the demised premises or any portion thereof for any use which will violate the exclusive use rights then granted to any other tenant in the warehouse center. Any assignment or subletting, notwithstanding the consent of the Landlord, shall not in any manner release the Tenant herein from Its continued liability for the performance of the provisions of the Lease and any amendments or modifications to which Tenant consents in writing. The acceptance of any rental payments by Landlord from any alleged assignee shall not constitute approval of the assignment of this Lease by the landlord. If an assignment, sale or transfer prohibited by this paragraph 8.1 without the consent of Landlord Is made without Landlord's consent Landlord may terminate this Lease upon thirty (30) days notice to Tenant.

8.2 MINIMUM SUBLEASE RENTALS: N/A

8.3 BANKRUPTCY, ETC.: Neither this Lease, nor any interest herein, nor any estate created hereby, shall pass to any trustee or receiver in bankruptcy, nor to any other receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event of bankruptcy or assignment for the benefit of creditors, Landlord shall be entitled to

retain the security deposit and shall be deemed a secured creditor as to the next six months rental to the extent permitted by the applicable federal or state laws unless a tenant paying at least the amount due from Tenant shall be procured in said period. As to any additional loss of rent, Landlord shall be entitled to file as a general creditor. Additionally, the parties agree as follows:

- (a) The filing of any petition by or against Tenant under any chapter of the Federal or State Bankruptcy Act, or any successor statute thereto, or the adjudication of Tenant as a bankrupt or insolvent, or the appointment or a receiver or trustee to take possession of all or substantially all of the assets of Tenant, or a general assignment by Tenant for the benefit of creditors, or any other action taken or suffered by Tenant under any State or Federal insolvency or bankruptcy act, shall constitute a default under and breach of this Lease by Tenant, regardless of Tenants compliance with the other provisions of this Lease; and Landlord at its option by written notice to Tenant may Exercise all rights and remedies provided for an Article IX hereof, including the termination of this Lease, effective on service of such notice, without the necessity of further notice provided under Article IX.
- (b) Neither this Lease, nor any interest herein, nor any estate created hereby, shall pass by operation of law under any State or Federal insolvency or bankruptcy act to any trustee, receiver, assignee for the benefit of creditors or any other person whatsoever without the prior written consent of Landlord. Any purported transfer in violation of the

provisions of this subparagraph (b) shall constitute a default under and breach of this Lease, regardless of Tenant's compliance with the other provisions of this Lease; and Landlord, at its option by written notice to Tenant, may exercise all rights and remedies provided for in Article IX.

- (c) The acceptance of rent at any time and from time to time by Landlord from Tenant, as debtor-in-possession or from a transferee of the type referenced in subparagraph (b) above, shall not preclude Landlord from exercising its rights under Article IX at any time thereafter.
- (d) If Landlord shall not be permitted to terminate this Lease, as hereinabove provided, because of the provisions of Title 11 of the United States Codes related to Bankruptcy as amended ("Bankruptcy Code"), then Tenant or any trustee for Tenant agrees promptly, within no more than fifteen (15) days upon request by Landlord to the Bankruptcy Court, to assume or reject this Lease, and Tenant for itself and such trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Court. In the event, Tenant or any trustee of Tenant may assume this Lease only if it (i) cures or provides adequate assurance that the Tenant (or such trustee) will promptly cure any default hereunder, and (ii) compensates or provides adequate assurance that the Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord then or thereafter resulting from Tenant's default; it is agreed that a "cure" can be provided only by cash payment, in full, of all obligations, rents and charges then owing to Landlord; it is further agreed that "adequate assurance" shall mean the delivery, upon assumption of such Lease, of a surety bond payable to Landlord in the amount of two (2) lease years' rent and other charges due hereunder.
- **8.4 NOTICE OF CONTEMPLATED ASSIGNMENT:** In the event the Tenant shall desire to assign, transfer or sublet the premises to any other person or corporation or in the event that Tenant is a corporation and shall elect to transfer control of the said corporation by a sale of stock by its principal stockholders, then Tenant shall notify Landlord in writing of such intention and shall furnish Landlord with such information as to the contemplated successor. Landlord shall have twenty (20)days after receipt of such notice and supporting data to adopt one of the following alternatives:
- (a) to approve the proposed assignment, transfer or subletting (or stock sale or transfer where applicable) in which case Tenant shall continue to be liable along with the said assignee for the fulfillment of all of Tenant's obligations for the remainder of the term;
- (b) to disapprove the same In which case the Lease shall continue In full force and effect with Tenant continuing to occupy the premises under the terms hereof, or
- (c) accept payment of rental and other charges to the date of such cancellation, provided Tenant shall vacate the premises on or before the date of assignment and Tenant shall thereafter have no further obligation to Landlord nor shall Landlord have any further obligation to Tenant.

ARTICLE IX: DEFAULT ANDRE-ENTRY

- 9.1 **TENANT'S DEFAULT**: Failure on the part of Tenant to pay rent and other charges within ten (10) days after same shall become due, or failure of Tenant to promptly and faithfully keep and perform every covenant, condition, agreement and obligation of this Lease other than payment of rent on the part of Tenant to be kept and performed for more than twenty (20) days after written notice of such default shall have been given to Tenant, shall, at the option of Landlord, cause the forfeiture of this lease, without, however, releasing Tenant from liability, as hereinafter provided, and If such default shall not be corrected within the applicable period aforesaid, possession of the demised premises and all improvements thereon shall be delivered to Landlord, and thereupon Landlord shall be entitled to and may take immediate possession of the premises, any other notice or demand being herby waived. Tenant agrees to quit and deliver possession of the demised premises to Landlord or Landlord's assigns, successors or agents, when this Lease terminates by limitation or forfeiture, and Tenant agrees that the premises shall be in substantially the same order and in as good of condition as received with normal wear and use accepted.
- 9.2 TENANT'S OBLIGATION/LANDLORD REMEDIES: Tenant covenants, that any forfeiture, annulment or voidance of this Lease due to Tenant's defaults shall not relieve Tenant from the obligation to make the payments of all rent due hereunder. In case of default of Tenant, Landlord may relet the demised premises, as the agent for and in the name of Tenant, at any rental readily acceptable, applying the proceeds first to the payment of such rent as same become due, and toward the fulfillment of the other covenants and agreements of Tenant herein contained, and the balance, if any, shall be paid to Tenant, and the Tenant hereby agrees that if Landlord shall recover or take possession of the demised premises as aforesaid, and be unable to relet and rent the same so as to realize a sum equal to the rent hereby reserved, Tenant shall pay to Landlord any loss or difference of rent for the residue of the term. Landlord shall also, in the event that Tenant fails to cure a default after notice thereof from Landlord as provided herein, have the following remedies, to-wit:
- (a) Landlord shall have the right to re-enter the premises to assume and take possession of the whole or any part
 thereof, and to remove all persons or personal property by direct or summary action, or in a different type of suit or proceeding by
 force, or otherwise, without being deemed guilty of trespass or other actionable wrong by reason thereof, and without being

liable for the damages therefore or in connection therewith, and, after demand made therefore. Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer or subject to such summary or other action as may be provided by law; and/or

- (b) Landlord, irrespective of the date on which its right of re-entry shall have accrued or be exercised, shall have the right exercisable upon fifteen (15) days notice to Tenant, but without further notice or demand upon Tenant or any other person, whether for rent or possession or otherwise, to forfeit this Lease and terminate the estate of Tenant hereby created; and/or
- (c) If any and every event, Landlord shall not be deemed to have accepted any surrender of the demised premises or of the leasehold estate created hereby from Tenant, or anyone acting in Tenant's behalf, unless Landlord by an agreement in writing shall declare explicitly that it intends thereby to effect acceptance of the surrender and to release Tenant from liability; and/or
- (d) In the event Tenant fails and/or defaults in the performance of any obligation or covenant herein made by Tenant, after applicable cure period, Landlord shall have the right, but not the obligation, to perform such Tenant obligations and/or covenants, at Tenant's cost and expense. Tenant shall pay to Landlord all such costs and expenses so incurred, upon demand together with interest at the rate of ten percent (10%) per annum from the date of Landlord's expenditure.
- **9.3 LEGAL REMEDIES:** Notwithstanding the other provisions of this Lease, it is agreed between the parties that the remedies provided for herein in the event of default on the part of either party are in addition to and not in lieu of anyother remedies or relief made available to either party under the laws of the state in which the demised premises are located, which latter remedies or relief shall be likewise available to either party In the event of a breach, by the other party of any of the terms of this Lease.
- **9.4 ATTORNEYS' FEES**: In the event that Landlord or Tenant shall be required to engage legal counsel for the enforcement of *any* of the terms of this Lease, whether such employment shall require institution of suit or other legal services required to secure compliance on the part of the other party hereto, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other non-prevailing party.
- 9.5 **TENANT REMEDIES**: In the event that Landlord shall default in the performance of or compliance with any of the covenants or agreements on Landlord's part to be performed or complied with hereunder and such default shallcontinue for a period of thirty (30) days after written notice thereof from Tenant to Landlord and Landlord's mortgagee, at the last address for such mortgagee given to Tenant by Landlord, (except that in the case of a default that cannot be reasonably be cured within such period of thirty (30) days, the time within which to cure such default shall be extendedfor such period as may be reasonably necessary to cure such default with due diligence, provided that Landlordcommences with in such period of thirty (30)days, and proceeds with due diligence, to cure such default), then and inany such event Tenant *may*, without waiving or releasing Landlord from any obligation of Landlord contained in this Lease, perform or comply with the covenant or agreement contained in this Lease with respect to which Landlord is in default and shall thereafter be entitled to demand from Landlord all reasonable cost and expenses incurred by Tenant to so perform or comply with such Landlord's covenant together with Interest thereon at the rate of ten percent (10%)per annum, (however, in no event shall Tenant be permitted to offset such costs, expenses and/or Interest against rents and/or charge due from Tenant hereunder). It is understood and agreed that Landlord's mortgagee shall have separate right to cure a Landlord's default within ninety (90) days after Tenant's notice of default if Landlord fails to so cure or commence to cure. If neither Landlord nor its mortgagee cure or commence to so cure within the periods herein provided, then Tenant may give further notice to Landlord stating that this Lease and the term hereby demised shall expire and terminate fifteen(15)days following the giving of such termination notice and, thereafter, this Lease and the

term hereby demised shall so expire and terminate, and Tenant shall have such remedies as are available to it hereunder and as provided by law and/or equity.

ARTICLE XI: EMINENT DOMAIN

- 10.1 PARTIAL TAKING: If a portion of the demised premises shall be taken as herein provided for public improvements or otherwise under the exercise of the right of eminent domain, and the demised premises shall continue to be reasonably suitable for the use which is herein authorized, then the rental and other charges herein provided shall be reduced from the date of such taking in direct proportion to the reduction in usefulness of the demised premises.
- 10.2 **SUBSTANTIAL TAKING:** If the real estate upon which the demised premises is situated or a part thereof sufficient to render the demised premises wholly unfit for the use herein authorized, shall be condemned or acquired by grant or otherwise, for the widening of streets or for other public improvements, or shall otherwise be taken in theexercise of the right of eminent domain, Tenant shall have the right, at Tenant's option, to terminate and cancel this Lease on thirty (30) days written notice (given after notice of such condemnation) to Landlord and under this article, Tenant shall be liable only for rents and other charges accrued and earned to the date of surrender of possession of the demised premises to Landlord and for the performance of other obligations maturing prior to said date.

10.3 AWARD: Tenant shall not be entitled to participate or receive any part of the damages or award which may be paid to or awarded Landlord by reason of a taking under the Article except for the depreciation value of improvements constructed or Installed on the demised premises by Tenant or when said award provide for moving or other reimbursable expenses for the Tenant under applicable statute in which event the latter sums shall be received by Tenant.

ARTICLE XII: GENERAL PROVISIONS

- 11.1 LANDLORD'S RIGHT OF ENTRY: Landlord reserves the right at all reasonable business hours during the term of this Lease for Landlord or Landlord's agents to enter the demised premises for the purpose of inspecting and examining the same, and to make such repairs, alterations, improvements, or additions as Landlord may deem necessary or require of Tenant which Tenant, after notice has failed to cure. During the sixty (60) days prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the demised premises to prospective tenants or purchasers and place upon the demised premises the usual notices advertising the demised premises for sale or lease, as the case may be, which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into said demised premises, at any time, when for any reason an entry therein shall be necessary or permissible Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefore, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the demised premises or the building of which it is a part or any part thereof, except as otherwise herein specifically provided.
- 11.2 **QUIET ENJOYMENT**: Landlord agrees that, if the rent is being paid in the manner and at the time prescribed and the covenants and obligations of Tenant being all and singular kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the demised premises so long as this Lease remains in force, without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease.
- 11.3 **WAIVER** Waiver by either party of any default, breach or failure of the other under this Lease shall not be construed as a waiver of any subsequent or different default breach or failure. In case of a breach by Tenant or any of the covenants or undertakings or Tenant, Landlord nevertheless may accept from Tenant any payment or payments hereunder without in any way waiving Landlord's right to exercise the right of re-entry hereinbefore provided for by reason of any other breach or lapse which was In existence at the time such payment or payments were accepted by Landlord.
- 11.4 TRADE FIXTURES: At the termination or expiration of this Lease, and If Tenant is not in default after notice and opportunity to cure as herein provided, Tenant shall have the right to remove any trade fixtures, Tenant improvements and personal property Installed by Tenant on the demised premises, and shall repair any damage to the demised premises caused by such removal. Notwithstanding the foregoing, Landlord shall have a lien upon said fixtures, or any additions thereto, during the term hereof as security for the faithful performance by Tenant of the conditions required of the Tenant.
- 11.5 **SUBORDINATION:** Upon request of Landlord, Tenant shall subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing now or hereafter in force against the real estate and/or buildings of which the demised premises are a part or against any buildings hereafter placed upon said realestate of which the demised premises are a part.
- 11.6 NOTICES: All notices by either party to the other shall be in writing and shall be made by hand delivery or be depositing such notice in the certified mail of the United States of America and such notice shall be deemed to have served on the date of receipt of such hand delivery or the date of such depositing in the Certified Mail. All notices to the Landlord shall be made at address referenced in the Lease Summary or at such other address as Landlord may from time to time designate in writing to Tenant, and all notices to Tenant shall be made at address referenced in the Lease Summary or at such other address as Tenant may from time to time designate in writing to Landlord. Any notice to Tenant shall be sent to the demised premises with a notice copy to:
- 11.7 RECORDING: Tenant, upon request of Landlord, shall join in the execution of a memorandum of this Lease for the purpose or recordation. Such memorandum shall describe the parties, the demised premises, and the term of this Lease, and shall incorporate this Lease by reference and include such other portions which Landlord and Tenant deem appropriate to effectuate the purpose of such recordation. The said Memorandum shall be in the form set forth in such form as shall be required by Landlord's lender, which memorandum may be recorded at the election of either party.
- 11.8 AMENDMENT: Oral agreements in conflict with any of the terms of this Lease shall be without force and effect, all ammendments to be in writing executed by the parties or their respective successors in interest.
- **11.9 HOLDING OVER:** Any holding over after the expiration of the term with the consent of Landlord, shall be construed to be a tenancy from month to month at 150% the rents herein specified.

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- 11.10 NO PARTNERSHIP: It is understood that Landlord does not in any way or purpose become a partner or joint venture with Tenant in the conduct of Tenant's business.
- 11.11 PARTIAL INVALIDITY: If any term or condition of this Lease or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Lease in the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- **11.12 SUCCESSORS:** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any right In the assignee or Subtenant of Tenant.
- 11.13 **CONSENTS:** Any consents or approvals required of Landlord or Tenant under this Lease shall not be unreasonably withheld, delayed, or denied, unless herein expressly permitted to be so withheld or made in such party'ssole discretion.

SIGNATURE PAGE

This Lease Agreement and the Exhibits, Addendums, or other attachments as per the Lease Summary, constitutes the entire agreement between the parties and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by the Landlord and the Tenant after the date hereof. If there is more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally. This Lease Agreement is entered into and effective on "the date last signed. THIS CONTRACT IS A LEGALLY BINDING DOCUMENT, IF NOT UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY.

LANDLORD:

Dornoch LLC

Date: 8-1-2021

TENANT:

Kjirstin Breure Date: 08-01-2021

Addendum for Payment

This addendum made and signed by and between HydroGraph Clean Power Inc, and Dornoch LLC, as part of the lease agreement for 809 Levee Drive Suite H, Manhattan, Kansas shall be for the agreement of rent payment during the first 6 months of the lease term. The rent due for the first 6 months of the lease starting August 1, 2021 through January 31, 2022, in the total amount of \$50,443.92 shall be due on October 1, 2021. Rent for February 1, 2022 and all remaining months of the lease will be due as per base lease agreement.

Landlord: Dornoch LLC

By John Frida

V

Tenant:

HydroGraph Clean Power Inc

_Date:__8-1-2021

Date: 08-01-2021

By