

COMMERCIAL LEASE AGREEMENT

This Real Estate Lease (this "Lease") is made and entered into by and between UCG Investments, Inc., a Nebraska corporation ("Lessor"), and Liss Technologies Group, LLC, an Iowa limited liability company ("Lessee").

RECITALS

A. Lessor owns real estate commonly known as 4520, 4528 and 4540 South 36 Street, Omaha, Nebraska 68107 (the "Property"), more specifically described in Exhibit A attached hereto and incorporated herein by reference.

B. Lessee desires to lease a portion of the Property described as the Leased Premises in Exhibit B attached hereto.

IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, Lessor and Lessee agree as follows:

1. Leased Premises. Lessor hereby demises and lets to Lessee, and Lessee hereby takes and leases from Lessor, that certain real property described in Exhibit B, (the "Leased Premises"), and all rights and easements benefiting or appurtenant to the Leased Premises. The Leased Premises shall include those portions of the improvements currently located on the Leased Premises or subsequently constructed thereon in accordance with the terms of this Lease (the "Improvements").

2. Term.

(a) The term of this Lease shall commence on March 10, 2017 (the "Lease Commencement Date") and shall end on February 28, 2019 (the "Term"). After March 1, 2018 either party may send notice of Lease termination to other party not less than six (6) months prior to the intended termination date. Lease may be renewed on an annual basis, by February 28, 2019 with mutually agreeable terms.

(b) Lessee's obligation to pay Rent (as hereinafter defined) and other charges and expenses hereunder shall commence on the Lease Commencement Date.

3. Base Rent. During the Term, the base rent shall be Four Thousand and no/100 Dollars (\$4,000.00) per month, payable in advance, on or before the tenth (10th) day of each month ("Base Rent").

4. Taxes. Landlord shall be responsible for payment of real estate taxes as such taxes come due. As additional rent, Lessee shall pay to Lessor Forty-Five and 70/100 percent (45.70%) of all installments of real estate taxes and special assessments upon the Property at least 30 days prior to that date upon which such taxes become due. Lessor shall provide Lessee with written notice of the taxes due and evidence of the payment of such real estate taxes and special assessments.

5. General Liability Insurance. Lessee will protect, indemnify and save harmless Lessor from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done in, upon or about the Leased Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Lessee or any person claiming through or under Lessee. Lessor covenants and agrees that it will, at its own expense, procure and maintain comprehensive public liability insurance in a responsible company or companies authorized to do business in the State of

Nebraska, in amounts not less than one million and 00/100 dollars (\$1,000,000.00) for each occurrence, and a combined limit for bodily injury and/or property damage of two million and 00/100 dollars (\$2,000,000.00) in the aggregate, protecting Lessor and Lessee against such claim, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the Property during the term of this Lease. Certificates or copies of said policies, naming the Lessee as an additional insured, and providing thirty (30) days' notice to the Lessee before cancellation shall be delivered to Lessor.

As additional rent, Lessee shall pay to Lessor Forty-Five and 70/100 percent (45.70%) of the total insurance cost for the Property (including general liability insurance and fire and casualty) to be billed to Lessee by Lessor and due within 30 days of the invoice date.

6. Fire and Casualty. Lessor shall obtain and maintain all risk property insurance for fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage insuring the Improvements and all appurtenances thereto, for the full replacement value of the Improvements and all appurtenances thereto

If the Leased Premises, or any part thereof, shall at any time be destroyed or damaged by fire or other unavoidable casualty so that same shall be unfit for occupation or use, the rent hereby reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained in loss of occupation on the Leased Premises, shall be suspended, cease to be payable and so continue until the Leased Premises shall be rebuilt or made fit for occupation and use by Lessor, or if such damage to the Leased Premises or the building in which the Leased Premises are situated, is to the extent of fifty percent (50%) or more, this Lease may be terminated at election of Lessor or Lessee. Notice of such election, if exercised, shall be given in writing within twenty-five (25) days from the date of casualty, provided also, that in case the building is in an untenable condition and reparations are not commenced within one (1) month from time of said damage and continue thereafter with reasonable diligence, this Lease may be terminated at the election of Lessee. Notice of such election, if exercised, must be given in writing within forty (40) days from date of casualty, or from the date of abatement of reparation procedures, whichever shall last occur.

7. Liability of Lessor to Lessee. Lessor shall not be liable for any personal injury to Lessee or to its officers, agents and employees or to any other occupant of any part of the Leased Premises, or for any damages to any property of Lessee or any other occupant of any part of the Leased Premises, irrespective of how such injury or damage may be caused, whether from action of the elements or acts of negligence of Lessee or occupants of adjacent properties, except to the extent that damages are attributable to Lessor's gross negligence or willful misconduct.

8. Repairs & Maintenance. Lessor covenants and agrees it shall be responsible, at its sole expense, for structural repairs and maintenance of the roof and structural exterior of the building located on the Property and for the HVAC system serving the Leased Premises. Lessee covenants and agrees it shall be responsible, at its sole expense, for repairs and maintenance of the Leased Premises.

Lessee shall comply with all laws, ordinances, orders, regulations, rules, requirements, notices, violations and penalties of every kind and shall pay any and all costs and expenses incidental to such compliance, and shall indemnify and save harmless Lessor of and from all costs, expenses, claims and damages by reason of any said legal requirements filed against or imposed upon the Leased Premises, or any part thereof, because of the failure of Lessee to comply with this covenant. Lessee shall have the right to contest the validity of or seek a variance from or a review of said legal requirements by legal proceedings or in such other manner as it deems suitable, and may have, if able, said legal requirements canceled, removed or revoked without actual compliance with same, and if such actions or proceedings are instituted, they shall be conducted promptly at the expense of Lessee and free of expense to Lessor. If

and whenever said legal requirements shall become absolute against Lessee and the Leased Premises, or against Lessor, after contest thereof, Lessee shall then comply with same with due diligence.

9. Utilities and Expenses. Lessor shall be responsible for payment of invoices for utilities. As additional rent, Lessee shall pay to Lessor, a proportionate share of all charges for gas, water, electricity, light, heat, sewer, waste materials, garbage collection, power and telephone supplied upon or in connection with the Property, as specifically set forth below.

(a) Natural Gas: Energy Sentinel devices shall be read monthly to determine the quantity of natural gas consumed by five furnaces (Room 129, Hanging furnace; Room 127, floor standing furnace; Room 120, south hanging furnace; Room 117, two hanging furnaces) serving UCG Premises (“UCG Furnaces”). Lessee shall pay to Lessor Forty-Five and 70/100 percent (45.70%) of the total MUD gas fixed fees and associated sales tax for the Property. Additionally, Lessee shall pay to Lessor the total MUD non-fixed (actual gas consumption) fees less the cost, including sales tax, associated with the gas consumption of the UCG Furnaces.

(b) Water/Sewer: Lessor and Lessee shall each maintain a daily-recorded log of all employee on-premises work hours. Lessee’s water percentage (“Lessee Water Percentage”) shall be determined each month by dividing Lessee’s employee on-premises total work hours by the sum of Lessee’s employee on-premises total work hours and Lessor’s on-premises total work hours. Lessee shall pay to Lessor each month an amount equal to the MUD monthly billing for water and sewer costs multiplied by the Lessee Water Percentage, which will be billed to Lessee by Lessor and due within 30 days of the invoice.

(c) Electrical: Lessee shall pay to Lessor each month an amount equal to the OPPD monthly billing for electrical costs multiplied by the Lessee Water Percentage, which will be billed to Lessee by Lessor and due within 30 days of the invoice.

(d) Exterior Vegetation. Lessor shall be responsible for the maintenance and cost of vegetation and weed control on the Property.

(e) Security Monitoring. Lessee shall be responsible for the maintenance and cost of ongoing, continuous building security monitoring on the Property.

(f) Phone and Internet Service. Lessee shall be responsible for the maintenance and cost of ongoing, continuous phone and internet services to the Leased Premises.

(g) Janitorial Service. Lessee shall be responsible for the maintenance and cost of janitorial services within the Leased Premises.

(h) Pest Control Service. Lessee shall be responsible for the maintenance and cost of pest and insect control services.

(i) Trash Pickup. Lessee shall be responsible for the maintenance and cost of regular, weekly trash pickup and haul away services for its trash.

(j) Snow Plowing. Lessee shall be responsible for the maintenance and cost of the snow removal for the parking area, driveway and sidewalks located on the Property.

10. Use of Premises. During the Term of this Lease, Lessee may use the Leased Premises only for the purpose of operating its business. Lessee shall make no other use of the Leased Premises without the prior written consent of Lessor. Lessee shall not carry upon, or permit to be carried on or in

the Leased Premises any offensive, noisy or dangerous trade, business or manufacturing, or any nuisance, nor allow the same to be used for any illegal purpose, or store in or about the Leased Premises any substance that would increase the rate of hazard insurance on the building.

11. Quiet Enjoyment. Lessee, upon paying the rent herein reserved and performing all the agreements by Lessee to be performed as provided in this Lease, shall and may peaceably have, hold and enjoy the Leased Premises for the Term of this Lease.

12. Possession. Lessee shall be entitled to possession on the Lease Commencement Date, and shall yield possession to Lessor at the time and date of the termination of this Lease, except as herein otherwise expressly provided.

13. Surrender of Premises and Removal of Fixtures. Lessee shall, on the expiration or the sooner termination of the Term, surrender to Lessor the Leased Premises, including all buildings, replacements, changes, additions and improvements construed or placed by Lessee thereon (except all movable trade fixtures and equipment installed by Lessee), free of subtenancies, in good condition and repair, and in a clean and sanitary condition, reasonable wear and tear and damage by fire, other casualty or the elements excepted. Any trade fixtures or personal property belonging to Lessee, if not removed at such termination and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefor. If Lessor shall so elect, Lessor may remove such fixtures or property and store them at Lessee's risk and expense. Lessee shall repair and restore and save Lessor harmless from all damage to the Leased Premises caused by such removal, whether by Lessee or by Lessor.

14. Assignment and Subletting. This Lease shall not be assigned or the Leased Premises sublet without Lessor's prior written consent, which consent shall not be unreasonably withheld.

15. Condemnation. If the whole or any part of the Leased Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Leased Premises so taken from the date of possession, and the Base Rent shall be paid to that date, with a proportionate refund by Lessor to Lessee of such rent as may have been paid by Lessee in advance. If the portion of the Leased Premises taken is such that it prevents the practical use of the Leased Premises for Lessee's purposes, then Lessee shall have the right either (a) to terminate this Lease by giving written notice of such termination to Lessor not later than 30 days after the taking or (b) to continue in possession of the remainder of the Leased Premises, except that the Base Rent shall be reduced in proportion to the area of the Leased Premises taken. In the event of any taking or condemnation of the Leased Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Lessor, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease or for any other estate or interest in the Leased Premises now or hereafter vested in Lessee.

16. Default. In the event Lessee shall at any time default in payment of the rent herein reserved on the day same becomes due and payable, and said default shall not have been cured within ten (10) days after written notice thereof by Lessor, and in case of default in any of the other provisions of this Lease and such default shall not have been cured within thirty (30) days after written notice thereof by Lessor, then Lessor at Lessor's election, may exercise its rights, at law or at equity, including but not limited to an action to recover possession.

17. Personal Property and Improvements. Lessee, at its sole cost and expense, may place or install such fixtures, furniture, furnishings, equipment and other personal property on the Leased Premises as Lessee shall deem necessary for the efficient conduct of its business to be carried on therein or therefrom with the prior approval of Lessor, which approval shall not be unreasonably withheld. All of

the aforementioned personal property shall at all times be and remain the personal property of Lessee, regardless of the manner in which any or all of the said personal property may be affixed or attached to the Leased Premises. Accordingly, in the event any such personal property purchased by Lessee shall be or become subject to a security interest, Lessor's rights in such personal property, if any, shall be subject and subordinate thereto. The foregoing provision for the subordination of Lessor's interest is intended to be self-operative; nevertheless, at Lessee's request Lessor shall execute such document or documents as may further evidence the subordination of Lessor's interest. Lessee shall further retain title to any permitted improvements to the Leased Premises which are made with the prior written consent of Lessor.

18. Right of Lessor to Enter Premises. Lessor shall have the right to enter the Leased Premises, at all reasonable times during normal business hours, to examine, check repairs, additions or alterations for the safety, improvement or preservation thereof for any other reasonable purpose.

19. Personal Property at Risk of Lessee. All personal property in the Leased Premises shall be at risk of Lessee only. Lessor shall not be liable for any damage to personal property, to the premises or to Lessee or to any persons or property caused by water leakage, steam, sewage, gas or odors or for any damage whatsoever done or occasioned by or from any boiler, plumbing, gas, water, steam or other pipes or for any damage occasioned by water, snow or ice being upon or coming through the roof or otherwise, or for any damage arising from any act or neglect of other tenants or occupants, unless caused by Lessor's negligence.

20. Cumulative Rights. The various rights, powers, options, elections and remedies of either party provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

21. Entire Agreement. This Lease contains the entire understanding and agreement of the parties with respect to the matters set forth herein and all prior or contemporaneous understandings, agreements, representations and warranties are hereby incorporated into this Lease. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.


22. Modification. None of the covenants, provisions, terms or conditions of this Lease to be kept or performed by Lessor or Lessee shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Lessor and Lessee.

23. Counterparts. This Lease may be executed in counterparts. Copied or facsimile signatures shall be deemed originals.

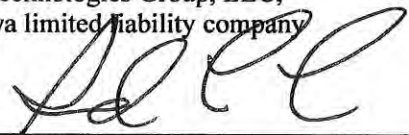
24. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in duplicate the day and year first above written.

LESSOR: UCG Investments, Inc.,
a Nebraska corporation

By: 
Ken Hoberman, President

LESSEE: Liss Technologies Group, LLC,
an Iowa limited liability company

By: 
Ray Liss, President

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of March, 2017, by Ken Hoberman, as a President of UCG Investments, Inc., a Nebraska corporation, on behalf of said corporation.

WITNESS my hand and notarial seal the day and year last above written.

NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of March, 2017, by Ray Liss, as a _____ of _____, an Iowa _____, on behalf of said _____.

WITNESS my hand and notarial seal the day and year last above written.

NOTARY PUBLIC