



APPLICATION FORM FOR PERMIT/PERMIT MODIFICATIONS TO OPERATE A SOLID WASTE MANAGEMENT FACILITY

For SNHD Use Only

CONTROL/PERMIT NUMBER: _____

- New Permit
 Waiver/Variance

- Revision - Major Modification
 Revision - Minor Modification

1. Type of Solid Waste Management Facility

- | | | |
|---|---|--|
| <input type="checkbox"/> Class I Disposal Site | <input type="checkbox"/> Class II Disposal Site | <input type="checkbox"/> Class III Disposal Site |
| <input type="checkbox"/> Compost Plant | <input type="checkbox"/> Materials Recovery Facility | <input type="checkbox"/> Medical Waste Management Facility |
| <input type="checkbox"/> Recycling Center | <input type="checkbox"/> Solid Waste Storage Bin Facility | <input type="checkbox"/> Transfer Station |
| <input checked="" type="checkbox"/> Waste Grease Facility | <input type="checkbox"/> Waste Tire Management Facility | <input type="checkbox"/> Waste to Energy/Fuel Facility |

2. Name of Facility

KISMET ENTERPRISES, LLC

Fictitious Firm Name (dba)

FILTA ENVIRONMENTAL KITCHEN SOLUTIONS

Facility Address

Street Address 3925 W. HALLOWAY AVE	City, State, Zip LAS VEGAS NV 89118
Telephone Number 702-280-8242	Emergency Telephone Number 702-635-5588
Jurisdiction CITY OF LAS VEGAS / CLARK COUNTY	Zoning Classification (e.g. M-1, M-2, etc) IL
Parcel Number (s) 162-30-701-013	

Mailing Address

Street Address/PO Box 2757 TOSKACH AVE	City, State, Zip HENRIKSON NV 89044
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Contact Information

Name BLUE WANCO	
Phone Number 702-280-8242	Email Address BLUE.WANCO@60FILTA.COM

**3. Name of Facility/
Business Owner (Legal)**

ie Corporation, Sole Proprietorship, or Last Name, First Name & Middle Initial
KISMET ENTERPRISES, LLC

Mailing Address

Street Address 2757 TOSKACH AVE	City, State, Zip HENRIKSON NV 89044
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Telephone Number(s)

Telephone Number 702-280-8242	Fax Number _____
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**4. Name of Facility/
Business Operator**

ie Corporation, Sole Proprietorship, or Last Name, First Name & Middle Initial
KISMET ENTERPRISES, LLC

Address

Street Address 3925 W. HALLOWAY	City, State, Zip LAS VEGAS NV. 89118
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Telephone Number(s)

Telephone Number 702-280-8242	Emergency Telephone Number 702-635-5588
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5. Facility Design Parameters

Inside Area (Sq. Ft): 1260 SQ FT	Storage Capacity (cubic yards) 6300 GALLONS MAXIMUM	Processing Capacity (i.e. cubic yds/day; tons/day) 200 GALLONS MAXIMUM
Total Area (Sq. Ft):		

MODIFICATION DESCRIPTION: REQUESTING PERMIT FOR STORAGE OF
USED COOKING OIL.

6. Solid Waste Types Proposed for Acceptance
 Complete and attach the SOLID WASTE TYPES PROPOSED FOR ACCEPTANCE form

7. Facility Operations	Hours of Operations 24 hours	Days of Operation 7 DAYS
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Open to the Public (If no, type N/A)	Hours of Operations N/A	Days of Operation N/A
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8. Name of Property Owner	ie Corporation, Sole Proprietorship, or Last Name, First Name & Middle Initial NICOLA HACIENDA LP c/o NICOLA WEALTH RE	
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Telephone Number(s)		
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Address	Street Address 1508 W. BROADWAY 5TH FLOOR	City, State, Zip VANCOUVER, BC, V6J 1W8
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9. Professional Engineer or Consultant	Last Name AVERETT	First Name TREVOR	Middle Initial J
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License Number/Engineer Discipline (if applicable)	14230		
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Firm Name	AESTHETIC ENGINEERING		
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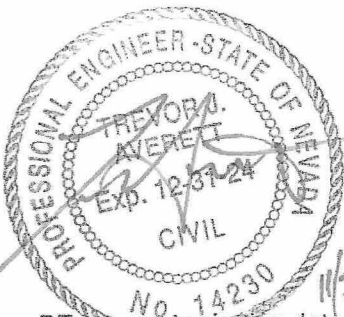
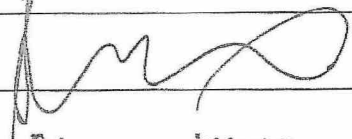
Telephone Number(s)	775-329-4355	Cell Phone Number	
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Address	Street Address 140 WEST HUFFAKER LANE STE 505	City, State, Zip RENO, NV, 89511
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Email Address	MARK@AESENG.NET		
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This application form and supporting documents, as required by the current version of the Application Guide for this facility type, are hereby submitted to SNHD to apply for a permit to operate or modify a solid waste management facility. We understand that receipt of this application does not constitute an approval to operate or modify the facility. We understand that this application must be approved by SNHD and a permit issued before the operation or modification of the facility. We certify that the Report of Design supports the Report of Operating Plan. We certify that, to the best of our knowledge, the information provided on this application and submitted with this application in the supporting documents is complete and accurate and complies with the requirements specified in the current version of the Application Guide for this facility type and the Solid Waste Management Authority Regulations for this type of Solid Waste Management Facility.

10. Certifications

 <p>PE stamp, expiration date, signature and signature date</p>	Signature of Applicant Agent (facility owner or operator)	
	Printed name of Applicant Agent (facility owner or operator)	DEMETRI WANLO
	Title of Applicant Agent (facility owner or operator)	OWNER / OPERATOR
	Telephone Number	702-280-8242
	Date of Signing	10/9/24

SOLID WASTE TYPES PROPOSED FOR ACCEPTANCE

Solid Waste Categories and Types

(Check all that apply)

Paper (All Types)

Cardboard

Plastic (All Types)

Glass (All Types)

Textiles

Metals

Ferrous Scrap Metals

Non-Ferrous Scrap Metals

Other (Specify) _____

Organic Material

Green Waste

Food Waste

BioSolids

Restaurant Grease

Rendered Animal Matter

Manure

Other (Specify) _____

Construction & Demolition Debris (C&D)

Asphalt

Concrete

Carpet

Carpet Padding

Drywall

Wood

Other (Specify) _____

Special Waste

Waste Tires

Paint

Fluorescent Lamps

Household Hazardous Waste

Other (Specify) _____

Universal Wastes

Lead-Acid Batteries (automotive)

Mercury Devices & Waste

Lithium Batteries

Fluorescent Lamps/Bulbs

Other (Specify) _____

E-Wastes

Batteries (alkaline & rechargeable)

Computers

Cell Phones

CRTs

Televisions (Plasma, LED, LCD)

Other (Specify) _____

Other (Specify)



Department of Comprehensive Planning

500 S Grand Central Pkwy • Box 551741 • Las Vegas NV 89155-1741
(702) 455-4314 • Fax (702) 455-3271

Sami Real, Director

NOTICE OF FINAL ACTION

July 15, 2024

BLUE WANCO
3925 W. HACIENDA AVENUE, UNIT B-111
LAS VEGAS, NV 89118

REFERENCE: UC-24-0186

On the date indicated above, a Notice of Final Action was filed with the Clark County Clerk, Commission Division, pursuant to NRS 278.0235 and NRS 278.3195, which starts the commencement of the twenty-five (25) day limitation period specified therein.

The above referenced application was presented before the Clark County Planning Commissioners at their regular meeting of **July 02, 2024**. The final decision along with any conditions are listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

Time limits to commence, complete or review this approval, apply only to this specific application. A property may have several approved applications on it with each having its own expiration date. **It is the applicant's responsibility to keep the application current.**

APPROVED.

CONDITIONS OF APPROVAL - Comprehensive Planning

- **Applicant is advised within 2 years from the approval date the application must commence or the application will expire unless extended with approval of an extension of time; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; changes to the approved project will require a new land use application; and the applicant is solely responsible for ensuring compliance with all conditions and deadlines.**

Clark County Water Reclamation District (CCWRD)

- **Applicant is advised that the property is already connected to the CCWRD sewer system; and that if any existing plumbing fixtures are modified in the future, then additional capacity and connection fees will need to be addressed.**

BOARD OF COUNTY COMMISSIONERS

TICK SEGERBLOM, Chair • WILLIAM MCCURDY II, Vice Chair
MICHAEL NAFT • MARILYN KIRKPATRICK • JUSTIN C. JONES • ROSS MILLER • JAMES B. GIBSON
KEVIN SCHILLER, County Manager



Clark County
Department of Comprehensive Planning
500 S Grand Central Pkwy . PO Box 551741
Las Vegas, NV 89155-1741
Phone (702) 455-4314 . Fax (702) 455-3271
<http://www.ClarkCountyNV.gov>

PAYMENT RECEIPT: [REDACTED]
CASHIER: PUBLICUSER83001
RECEIPT DATE: 5/8/2024

Receipt

Record Information: Record Type - Land Use

APN: 16230701013

Record Number	Project Name	Site Address
24-0186	Nonresidential Development/Use (with construction or site modifications)	3925 W HACIENDA AVE Secondary

Payment Information

Method	Reference No	Comments	Payor	Transaction Amount
Visa	[REDACTED]		Aca User	\$1,000.00
Credit Card Service Fee		ACA Portal		\$26.50
Total Amount Paid:				\$1,026.50

Inst #: 20210113-0001286

Fees: \$42.00

RPTT: \$73695.00 Ex #:

01/13/2021 09:51:18 AM

Receipt #: 4360152

Requestor:

First American Title Insu

Recorded By: SOV Pgs: 5

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

A.P.N.: 162-30-701-013

File No: NCS-1038940-HHLV (KR)

R.P.T.T.: \$73,695.00

When Recorded Mail To: Mail Tax Statements To:

Nicola Hacienda LP

c/o Nicola Wealth Real Estate

5th Floor, 1508 West Broadway

Vancouver, BC V6J 1W8

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rouso Investments LLC, a Nevada limited liability company

do(es) hereby *GRANT, BARGAIN and SELL* to

Nicola Hacienda LP, a Delaware limited partnership

the real property situate in the County of Clark, State of Nevada, described as follows:

THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M.

EXCEPTING THEREFROM THE NORTH FORTY FEET (40.00') AND THE SOUTH THIRTY FEET (30.00') AS GRANTED TO CLARK COUNTY BY DEED RECORDED FEBRUARY 2, 1989 IN BOOK 890202 AS DOCUMENT NO. 00452 OF OFFICIAL RECORDS.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

Dated: January 6, 2021

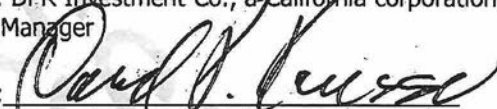
Signed In Counterpart

Rouso Investments LLC, a Nevada limited liability company

DPR INVESTMENT Co.

By: DPR Investment Co., a California corporation,
its Manager

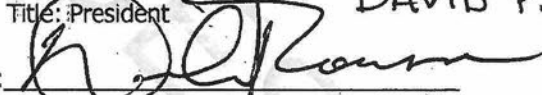
By:



Name: David P. Rouso
Title: President

DAVID P. ROUSSO, PRESIDENT

By:



Name: Donald B. Rouso
Title: Manager

DONALD B. ROUSSO

DUPLICATE COPY

CALIFORNIA NOTARY ACKNOWLEDGEMENT

APN No.: **162-30-701-013**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS

COUNTY OF Orange)

On January 6th, 2021 before me, Larry F. Newfield, Notary Public, personally appeared

DONALD B. ROUSSO

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

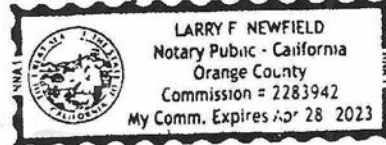
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notarial seal.

Larry F. Newfield
Notary Signature Larry F. Newfield

LARRY F. NEWFIELD



#2283942
EXP. 4/28/2023

COPY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS

COUNTY OF Los Angeles)

On 01/07/2021 before me, Jean-Claude Bensoussan, Notary Public, personally appeared

David P. Russo

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

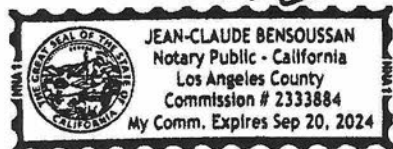
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notarial seal.

J. Bensoussan
Notary Signature

JEAN-CLAUDE BENSOUSSAN



#2333884
EXP. 9/20/2024

COPIES COPY

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 162-30-701-013
 b) _____
 c) _____
 d) _____

2. Type of Property
 a) Vacant Land b) Single Fam. Res.
 c) Condo/Twnhse d) 2-4 Plex
 e) Apt. Bldg. f) Comm'l/Ind'l
 g) Agrncultural h) Mobile Home
 i) Other _____

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. a) Total Value/Sales Price of Property: \$14,450,000.00
 b) Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 c) Transfer Tax Value: \$14,450,000.00
 d) Real Property Transfer Tax Due \$73,695.00

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: _____
 b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature]
 Signature: [Signature]

Capacity: Grantor BROWAGENT
 Capacity: Grantee

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Rouso Investments LLC
 Address: 4000 West Ali Baba Lane, Suite C
 City: Las Vegas
 State: NV Zip: 89118

Print Name: Nicola Hacienda LP
c/o Nicola Wealth Real Estate, 5th Floor, 1508
 Address: West Broadway
 City: Vancouver
 State: BC Zip: V6J 1W8

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance
 Company National Commercial
 Print Name: Services
 Address: 8311 W. Sunset Road, Suite 100
 City: Las Vegas

File Number: NCS-1038940-HHLV KR/ KR
 State: NV Zip: 89113

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)



NEVADA

STANDARD INDUSTRIAL/COMMERCIAL MULTI-LESSEE LEASE - NET AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. Basic Provisions ("Basic Provisions")

1.1 Parties: This Lease ("Lease"), dated for reference purposes only November 7, 2023, is made by and between NICOLA HACIENDA LP, a Delaware Limited Partnership ("Lessor") and Kismet Enterprises, LLC, a Nevada Limited Liability Company dba Filla Environmental Kitchen Solutions, and Demetri A. Wanco, an individual, and Lauren Wanco, an individual ("Lessee"), collectively the "Parties", or individually a "Party".

1.2(a) Premises: That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 3925 W. Hacienda Avenue, Suite B-111, located in the City of Las Vegas, County of Clark, State of Nevada, with zip code 89118, as outlined on Exhibit "1" attached hereto ("Premises") and generally described as (describing briefly the nature of the Premises), approximately 1,260 rentable square feet of office and warehouse space. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility receptacles of the building containing the Premises ("Building") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2 and Addendum) Project is defined as approximately 104,624 square feet. It consists of two single story buildings, with adjacent parking and landscaped areas, located at 3915 (Building "A") and 3925 (Building "B") West Hacienda Avenue, Las Vegas, Nevada 89118 collectively, the "Industrial Center".

1.2(b) Parking: two (2) unreserved vehicle parking spaces. (See also Paragraph 2.6)
1.3 Term: three (3) years and no months ("Original Term") commencing January 1, 2024 ("Commencement Date") and ending December 31, 2026 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: N/A ("Early Possession Date") (See also Paragraphs 3.2 and 3.3)
1.5 Base Rent: [redacted] per month for the 1st year ("Base Rent"), payable on the 1st day of each month commencing on the Commencement Date, subject to annual increases as set in the following schedule. (See also Addendum)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.
1.6 Lessee's Share of Common Area Operating Expenses: 120% ("Lessee's Share"). Lessee's Share has been calculated by dividing the approximate square footage of the Premises by the approximate square footage of the Project. In the event that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:
(a) Base Rent: [redacted] for the period January 1, 2024 to January 31, 2024
(b) Common Area Operating Expenses: [redacted] for the period January 1, 2024 to January 31, 2024.
(c) Security Deposit: Additional new deposit of [redacted] Landlord currently holds a [redacted] security deposit - New total shall be [redacted] ("Security Deposit"). (See also Paragraph 6)
(d) Other: N/A
(e) Total Due Upon Execution of this Lease: [redacted]

1.8 Agreed Use: Lessee may use and occupy the Premises solely for storing, warehousing and assembling materials, equipment and supplies utilized in connection with Lessee's commercial kitchen cooling oil recovery and filtration business, and for office use in connection with the conduct of Lessee's mechanical contracting business, and for no other use or purpose. (See also Paragraph 6)

1.9 Insuring Party: Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 Real Estate Broker: (See also Paragraph 18)
(a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction

(check applicable boxes):
 Sam Newman and Pat Marsh - Colliers represents Lessor exclusively ("Lessor's Broker");
 [redacted] represents Lessee exclusively ("Lessee's Broker"); or
 N/A represents both Lessor and Lessee ("Dual Agency")

(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement.
1.11 Guarantor: The obligations of the Lessee under this Lease are to be guaranteed by [redacted] ("Guarantors"). (See also Paragraph 37 and Exhibit "4")

1.12 Attachments: Attached hereto are the following, all of which constitute a part of this Lease:

- an Addendum consisting of Paragraphs 1.4 through 5.5.
- a site plan depicting the Project; see Exhibit "A"
- a site plan depicting the Premises; see Exhibit "1"
- a current set of the Rules and Regulations for the Project; see Exhibit "2"
- N/A a Work Letter;
- other (specify) Environmental Questionnaire - Exhibit "3"

2. Premises

2.1 Letting: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less. NOTE: Lessee is advised to verify the actual size prior to executing this Lease.

2.2 Condition: Lessor shall deliver that portion of the Premises contained within the Building ("Unit") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If, during the Term, a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 1 year as to the HVAC systems, and (ii) 6 months as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 Compliance: Lessor warrants to the best of its knowledge that the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date ("Applicable Requirements"). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. NOTE: Lessee is responsible for determining whether or not the Applicable Requirements and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of

Don *EFG*
3-29-2024

the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by Lessees in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor and Lessee shall allocate the obligation to pay for the portion of such costs reasonably attributable to the Premises pursuant to the formula set out in Paragraph 7.1(d); provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share hereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

(d) If at any time during the term hereof there shall be any zoning laws, statutes or ordinances regulating the use of said premises which shall make it unlawful or impracticable for Lessee to conduct its business on the demised premises, Lessee shall have the option of terminating this lease by notice to such effect to Lessor; and, in the event this lease is so terminated, Lessee shall not be liable to Lessor on account of any covenants or obligations herein contained. Upon Lessee's election to terminate this lease under the provisions of this paragraph, the termination date shall be the sixtieth (60) day after the giving of written notice to Lessor. If Lessee exercises said termination, Lessee shall be responsible for any unamortized Tenant Improvements and leasing commissions.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefore as the same relate to its occupancy of the Premises, and (c) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed Lessees.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. Lessee shall be entitled to use the number of parking spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "Permitted Size Vehicles." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such early possession shall not affect the Expiration Date.

3.3 Delay in Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession as agreed, Lessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of the delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, Lessee shall not,

STANDARD INDUSTRIAL/COMMERCIAL MULTI-LESSEE LEASE - NET
AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease ("Lease"), dated for reference purposes only November 7, 2023, is made by and between NICOLA HACIENDA LP, a Delaware Limited Partnership ("Lessor") and Kismet Enterprises, LLC, a Nevada Limited Liability Company dba Filla Environmental Kitchen Solutions, and Demetri A. Wanco, an Individual, and Lauren Wanco, an Individual ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) Premises: That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 3925 W. Hacienda Avenue, Suite B-111 located in the City of Las Vegas, County of Clark, State of Nevada, with zip code 89118, as outlined on Exhibit "1" attached hereto ("Premises") and generally described as (describe briefly the nature of the Premises): approximately 1,260 rentable square feet of office and warehouse space. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2 and Addendum) Project is defined as approximately 104,664 square feet, is comprised of two single story buildings, with adjacent parking and landscaped areas, located at 3915 (Building "A") and 3925 (Building "B") West Hacienda Avenue, Las Vegas, Nevada 89118 (collectively, the "Industrial Center").

1.2(b) Parking: two (2) unreserved vehicle parking spaces. (See also Paragraph 2.6)
1.3 Term: three (3) years and no months ("Original Term") commencing January 1, 2024 ("Commencement Date") and ending December 31, 2026 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: N/A ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: _____ (per month for the 1st year) ("Base Rent"), payable on the 1st day of each month commencing on the Commencement Date, subject to annual increases as set in the following schedule: (See also Addendum)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 Lessee's Share of Common Area Operating Expenses: 1.20% ("Lessee's Share"). Lessee's Share has been calculated by dividing the approximate square footage of the Premises by the approximate square footage of the Project. In the event that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) Base Rent: _____ for the period January 1, 2024 to January 31, 2024.

(b) Common Area Operating Expenses: _____ for the period January 1, 2024 to January 31, 2024.

(c) Security Deposit: Additional new deposit of _____ Landlord currently holds a _____ security deposit - New total shall be _____ ("Security Deposit"). (See also Paragraph 5)

(d) Other: N/A.

(e) Total Due Upon Execution of this Lease: _____

1.8 Agreed Use: Lessee may use and occupy the Premises solely for storing, warehousing and assembling materials, equipment and supplies utilized in connection with Lessee's commercial kitchen cooking oil recovery and filtration business, and for office use in connection with the conduct of Lessee's mechanical contracting business, and for no other use or purpose. (See also Paragraph 6)

1.9 Insuring Party: Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 Real Estate Brokers: (See also Paragraph 15)

(a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction

(check applicable boxes):

Sam Newman and Pat Marsh - Colliers represents Lessor exclusively ("Lessor's Broker");

_____ represents Lessee exclusively ("Lessee's Broker"); or

N/A represents both Lessor and Lessee ("Dual Agency").

(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement.

1.11 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by _____. ("Guarantors"). (See also Paragraph 37 and Exhibit "4")

1.12 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:

an Addendum consisting of Paragraphs 1.4 through 55.

a site plan depicting the Project, see Exhibit "A"

a site plan depicting the Premises, see Exhibit "1"

a current set of the Rules and Regulations for the Project, see Exhibit "2"

N/A a Work Letter;

other (specify) Environmental Questionnaire - Exhibit "3"

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less. NOTE: Lessee is advised to verify the actual size prior to executing this Lease.

2.2 Condition. Lessor shall deliver that portion of the Premises contained within the Building ("Unit") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If, during the Term, a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 1 year as to the HVAC systems, and (ii) 6 months as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 Compliance. Lessor warrants to the best of its knowledge that the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date ("Applicable Requirements"). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. NOTE: Lessee is responsible for determining whether or not the Applicable Requirements and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of

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however, be obligated to pay Rent or perform its other obligations until it receives possession of the Premises. If possession is not delivered within 60 days after the Commencement Date, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. Except as otherwise provided, if possession is not tendered to Lessee by the Start Date and Lessee does not terminate this Lease, as aforesaid, any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession of the Premises is not delivered within 4 months after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 Common Area Operating Expenses. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs incurred by Lessor relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area Improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) Trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) Any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building at Lessor's election. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses incurred during the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent, and otherwise within 30 days after the Premises have been vacated pursuant to Paragraph 7.4(c) below, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.


6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, and for no other purpose without prior written consent of Lessor. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles.

6.2 Hazardous Substances.

(a) Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and crude oil or any

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products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefore. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee or its agents). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises or a violation hereof by Lessee, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefore and/or Lessee or its agents has caused or permitted to cause such Hazardous Substance Condition (in which case Lessee shall make the investigation and remediation thereof at its sole cost and expense, required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefore.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

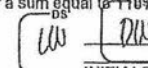
7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and provided such repairs occur as a result of Lessee's use), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, loading areas, docks (including without limitation, any bumpers, levelers/plates and roll up doors) and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, (iii) clarifiers, and (iv) any other equipment, if reasonably required by Lessor. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 110% of the cost thereof.

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(d) Replacement. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 6.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessor shall have the right to decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Project, or any part thereof; to enter upon the Premises (after giving Tenant reasonable notice thereof, which may be oral notice, except in cases of real or apparent emergency, in which case no notice shall be required) and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; to interrupt or temporarily suspend Building services and facilities; to change the name of the Building; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) Definitions. The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) Consent. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations to the Interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 months Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) Liens; Bonds. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post and record notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) Ownership. All Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) Removal. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time all or any part of any Lessee Owned Alterations or Installation made without the required consent.

(c) Surrender; Restoration. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire, at Lessee's sole cost and expense. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment of Premiums. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 Liability Insurance.

(a) Carried by Lessee. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional Insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the leased Premises and all areas appurtenant thereto. Such insurance shall be on claims made basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional Insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder.

(b) Carried by Lessor. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional Insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) Building and Improvements Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 8.4. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation pursuant to Section 8.6 below, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence.

(b) Rental Value. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to

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Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is documented and confirmed that it is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a "Waiver of Subrogation" endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required in paragraph 8.5.

(d) **Auto Liability Insurance.** Lessee shall obtain and maintain automobile liability insurance coverage in the combined policy limits of not less than \$1,000,000, including all owned, hired and non owned automobiles used at the Premises and/or the Project.

(e) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-, VI, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have the respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except to the extent of Lessor's negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee or a Breach or Default hereunder. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified. Lessee's indemnity obligations under this Paragraph 8.6 shall survive the expiration or earlier termination of this Lease.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the leakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from other sources or places, (ii) any damages arising from any act or neglect of any other Lessee of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee or Lessor is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "Premises Partial Damage" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) "Premises Total Destruction" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "Insured Loss" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefore. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair

as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage -- Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

9.8 Waive Statutes. Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

10. Real Property Taxes.

10.1 Definition. As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 Additional Improvements. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 50% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantor) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting

as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a diminutive portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantor or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to atorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e)

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 5 business days following written notice to Lessee. The acceptance by Lessor of a partial payment of Rent or Security Deposit shall not constitute a waiver of any of Lessor's rights, including Lessor's rights to recover possession of the Premises.

(c) The commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantor that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefore. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had

been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through any provisional remedy of summary eviction, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) Notice of Breach. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of Lessee's Reserved Parking Spaces, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages. Lessee waives all rights to any part of such award including any rights pursuant to NRS 37.115. Lessee shall, however, be entitled to any compensation for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefore. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Intentionally Omitted.

16. Estoppel Certificates.

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose the Lessor to risks and potentially cause the Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion, the monthly Base Rent shall be automatically increased, without any requirement of notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that the Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of the Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantor shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

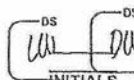
17. Definition of Lessor. The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Except as provided in Paragraph 15, upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.
20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.
21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.
22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Lessor or Lessee under this Lease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.
23. Notices.
- 23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, by overnight courier with delivery confirmation, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.
- 23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
24. Waivers. No waiver by either Party of the Default or Breach of any term, covenant or condition hereof by the other Party, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by such Party of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment. The Parties agree that the terms of this Lease shall govern with regard to all matters related thereto and hereby waive the provisions of any present or future statute to the extent that such statute is inconsistent with this Lease.
25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.
- (a) The Parties acknowledge: (i) receipt from Brokers of a Nevada Real Estate Division "Duties Owed by a Nevada Real Estate Licensee" form, a "Confirmation Regarding Real Estate Agent Relationship" form, and, if one Broker is acting for both Lessor and Lessee, a "Consent to Act" form, and (ii) that they have read and understand such forms and the duties owed to them by Brokers. The Parties also agree to execute and deliver to Brokers said forms. NOTE: The use of a broker in a real estate transaction does not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. If legal or tax advice is desired, a Party should consult a competent professional.
- (b) Brokers have no responsibility with respect to any default or breach hereof by either Party.
26. No Right to Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 125% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.
27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
29. Binding Effect; Choice of Law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.
30. Subordination; Attornment; Non-Disturbance.
- 30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.
- 30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, for the remainder of the term hereof, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.
- 30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises.
- 30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.
31. Attorneys' Fees. If any Party brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare right hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).
32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or Lessees, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

- 33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.
- 34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.
- 35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.
- 36. Consents. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.
- 37. Guarantor.
 - 37.1 Execution. The Guarantor, if any, shall each execute the Guaranty of Lease set forth in Exhibit "D".
 - 37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.
- 38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.
- 39. Options. If Lessee is granted an option, as defined below, then the following provisions shall apply.
 - 39.1 Definition. "Option" shall mean: (a) the right to extend the term of or renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase or the right of first refusal to purchase the Premises or other property of Lessor.
 - 39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.
 - 39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.
 - 39.4 Effect of Default on Options.
 - (a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.
 - (b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).
 - (c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.
- 40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.
- 41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the reording of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.
- 42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.
- 43. Authority; Multiple Parties; Execution.
 - (a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.
 - (b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.
 - (c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.
- 45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.
- 46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.
- 47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.
- 48. Mediation and Arbitration of Disputes. An Addendum requiring the Mediation and/or the Arbitration of disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.
- 49. Americans with Disabilities Act. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

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LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A THE STATE OTHER THAN NEVADA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Las Vegas, NV

on: 12/12/2023

By LESSOR: Nicola Hacienda LP, a Delaware limited Partnership

By: [Signature]

Name Printed: _____

Title: Sveto Zvijerac

Email: Vice President

By: [Signature]

Name Printed: Elizabeth Firer-Gillespie

Title: Vice President

Email: _____

Executed at: Las Vegas, NV

on: 12/12/2023

By LESSEE: Kismet Enterprises, LLC, a Nevada Limited Liability Company dba Filta Environmental Kitchen Solutions, and Demetri A. Wanco, an Individual

By: [Signature]

Name Printed: Kismet Enterprises, LLC, a Nevada Corporation dba Filta Environmental Kitchen Solutions

Title: Demetri wanco, a Managing Member

Email: Blue.wanco@gofilta.com

DocuSigned by: [Signature]

Name Printed: Demetri A. Wanco, an Individual

Title: Individual

Email: Blue.wanco@gofilta.com

DocuSigned by: [Signature]

Name Printed: Lauren Wanco, an Individual

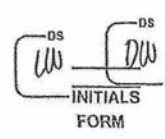
Title: owner

Email: lauren.wanco@gofilta.com

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ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE (“Addendum”) is attached to and made a part of that certain AIR Standard Industrial/Commercial Multi-Tenant Lease – Net dated for reference purposes as of November 7, 2023 (“Standard Lease”) by and between NICOLA HACIENDA LP, a Delaware limited partnership (“Lessor”), and Kismet Enterprises, LLC, a Nevada Limited Liability Company dba Filta Environmental Kitchen Solutions, and Demetri A. Wanco, an Individual, and Lauren Wanco, an Individual (“Lessee”). Any capitalized terms contained herein which are not defined shall have the meanings ascribed to them in the Standard Lease. The term “Lease” as used in the Lease and in this Addendum shall be deemed to refer to the Standard Lease, as modified and supplemented by this Addendum. The terms, covenants and conditions set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Standard Lease. To the extent that the provisions of this Addendum are inconsistent with any provisions of the Standard Lease, the provisions of this Addendum shall supersede and control.

1.4 Early Occupancy. Lessee shall be entitled to a license for early entry of the Premises prior to the Commencement Date provided the following conditions have been satisfied: (a) the Standard Lease has been fully executed, (b) Lessee has delivered all payments due under Paragraph 1.7 of the Standard Lease, and (c) Lessee has delivered evidence of insurance required by Paragraph 8.5 of the Standard Lease. Notwithstanding the foregoing, such early entry by Lessee and its authorized agents, contractors, subcontractors and employees shall be at Lessee’s sole risk and expense. For purposes of Paragraph 3.2 of the Standard Lease, Lessee acknowledges that early occupancy of the Premises shall constitute possession of the Premises.

1.5 Base Rent. The Base Rent for each month during the Original Term of the Lease shall be as follows:

	Months	Monthly Base Rent
Year 1	1 – 12	██████████
Year 2	13 – 24	██████████
Year 3	25 – 36	██████████

2.2 Condition of Premises; Compliance. Notwithstanding anything in the Standard Lease to the contrary, including without limitation Paragraphs 2.2 or 2.3 of the Standard Lease, Lessee expressly acknowledges that neither Lessor nor its agents, employees, or representatives have made any representations or warranties as to the suitability of the Premises for the Lessee’s intended use. It shall be the sole responsibility of Lessee to (i) verify all governmental requirements applicable to the Premises and Lessee’s use thereof, including without limitation zoning, and (ii) capacity of all mechanical systems and improvements within the Premises to satisfy Lessee’s intended use. Notwithstanding any provision in the Lease to the contrary, any

representation or warranty of Lessor which is contained in the Lease shall be made to Lessor's actual knowledge without any investigation or duty to investigate. Lessee acknowledges that Lessee has inspected and investigated the Premises, Building and Project and, except as otherwise set forth in Paragraph 2.2 of the Standard Lease and Paragraph 50 below, accepts the Premises, Building and Project in their existing condition "AS-IS", "WITH ALL FAULTS". Except as otherwise set forth in Paragraph 2.2 of the Standard Lease and Paragraph 50 below, Lessee acknowledges that neither Lessor nor its agents have made any representations or warranties as to (i) the condition of the Premises, Building or Project, (ii) whether the Premises, Building or Project are in compliance with applicable laws, ordinances and building codes, or (iii) whether the Premises, Building or Project are in compliance with any covenant or restriction affecting the same, whether or not of record.

2.6 Parking. All responsibility for damage and theft to vehicles owned by Lessee or Lessee's employees is assumed by Lessee.

2.9 Rules and Regulations. Lessor has established the Rules and Regulations set forth on Exhibit "2" attached hereto, and Lessee agrees to abide by and conform to all such Rules and Regulations.

4.2 Gross Up. If the existing rentable area of the Building was not at least ninety-five percent (95%) leased during such immediately preceding calendar year, then the Common Area Operating Expenses for the Building shall be appropriately adjusted to reflect ninety-five percent (95%) occupancy of the existing rentable area of the Building during such period.

4.2(f) HVAC. Notwithstanding the provisions of Paragraph 7.1(a) or anything else to the contrary contained in the Standard Lease, Lessor shall be responsible for the operation, repair and maintenance of the HVAC equipment serving the Premises, the costs of which shall be included in the definition of Common Area Operating Expenses.

6.2(h) Environmental Questionnaire. Prior to the execution of this Lease, Lessee shall complete, execute and deliver to Lessor an Environmental Questionnaire and Disclosure Statement in the form set forth on Exhibit "3" attached hereto (the "Environmental Questionnaire"), and Lessee shall certify to Lessor all information contained in the Environmental Questionnaire as true and correct to the best of Lessee's knowledge and belief. The completed Environmental Questionnaire shall be deemed incorporated into this Lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the Commencement Date (each such date is hereinafter referred to as a "Disclosure Date"), until and including the first Disclosure Date occurring after the expiration or sooner termination of this Lease, Lessee shall disclose to Lessor in writing the names and amounts of all Hazardous Substances, or any combination thereof, which were stored, generated, used or disposed of on, under or about the Premises for the twelve-month period prior to each Disclosure Date, and which Lessee intends to store, generate, use or dispose of on, under or about the Premises through the next Disclosure Date. At Lessor's option, Lessee's disclosure obligations hereunder shall include a requirement that Lessee update, execute and deliver to Lessor the Environmental Questionnaire, as the same may be modified by Lessor from time to time.

7.1(a) Lessee's Repair and Maintenance Obligations. All repairs and maintenance of the Premises by Lessee as required under the Lease shall be performed in a first class manner by contractors and other personnel reasonably approved by Lessor, shall be performed in accordance with a repair and maintenance plan reasonably approved by Lessor.

7.4(b) Removal of Wiring. By the expiration or termination of the Lease, Lessee shall remove all cabling and wiring installed within the Building by or on behalf of Lessee.

9.5 Damage and Destruction. If such destruction or damage is caused by the negligent or willful misconduct of Lessee, its employees, agents, contractors or invitees, then for an Insured Loss, Lessee shall pay any deductible amount applicable thereto, and for a Loss that is not insured, Lessee shall make all repairs and replacements required at Lessee's sole cost and expense, subject to plans and specifications approved by Lessor.

11. Utilities. As all utilities are separately metered to the Premises, Lessee shall be fully responsible for contacting the applicable utility providers to set up service to the Premises.

12.4 Assignment and Subletting. Lessee agrees that Lessor may withhold its consent to any assignment or subletting if the proposed assignee's or subtenant's general financial condition, including, liquidity and net worth, as disclosed on financial statements prepared in conformity with generally accepted accounting principles are not in conformance with Lessor's then current leasing criteria for the Project or comparable or better to Lessee's financial condition as of the date of this Lease. Lessee hereby agrees to pay to Lessor all profits from the transfer determined by deducting from the total consideration paid directly or indirectly to or for the benefit of Lessee or its designee for the transferred interest, the reasonable and actual costs incurred by Lessee in connection with the assignment or subletting (to the extent such costs are substantiating with reasonable written evidence thereof and provided to Lessor) and subtracting the remaining rent obligation of Lessee at such time under this Lease. For purposes of determining the profits from the transfer, substance shall control over form such that Lessor may ignore any attempt by Lessee to inflate the purchase price of any other assets transferred in an attempt to conceal the profit on the transfer of the Lessee's interest in this Lease. Sums payable hereunder shall be paid to Lessor as and when paid by the transferee to Lessee. Lessee understands, acknowledges and agrees that Lessor's right to recapture any consideration paid in connection with an approved assignment or subletting is a material inducement for Lessor's agreement to lease the Premises to Lessee upon the terms and conditions set forth herein.

26. Holding Over. If Lessee fails to surrender the Premises upon the expiration or earlier termination of the Term without the express written consent of Lessor, Lessee shall become a Lessee-at-sufferance and in addition to the provisions of Paragraph 26 of the Standard Lease, Lessee shall remain responsible for all other monetary obligations due and payable by Lessee under the Lease. Acceptance by Lessor of rent after such expiration or earlier termination of the Term shall not result in any renewal of the Term. The foregoing provisions are in addition to and do not affect Lessor's right of re-entry or any other rights or remedies of Lessor hereunder or as otherwise provided at law or in equity, or both.

34. Signage. Subject to the provisions in this Paragraph 34 below, Lessee, at Lessee's sole costs and expense, shall be permitted to install signage at the entry of the Premises to the extent the specific signage is approved by Lessor in advance and in writing, which approval may be withheld in Lessor's sole and absolute discretion, and any such signage shall also be in accordance with all Applicable Requirements and Lessor's Sign Program for the Project. Lessee shall also be permitted to install Lessee's signage on one slot of the monument sign adjacent to the building, at Lessee's sole cost and expense, free of charge, and subject to Lessor's approval. At the expiration or earlier termination of the Lease, Lessee shall, at Lessee's sole cost and expense, cause all its signs to be removed from the Project and restore any damage caused by such removal.

50. Lessor's Work. Subject to the terms and conditions set forth below, Lessor agrees to use commercially reasonable efforts to perform, prior to the Commencement Date, the following work (collectively, the "Lessor's Work"), utilizing Lessor's then-standard grade, quality, make, style, design and color materials and construction methods for the Project, as applicable.

51. Lessee's Work. All other improvements, Alterations, Utility Installations or Trade Fixtures Lessee desires to make to the Premises shall be the sole responsibility of Lessee; Lessor shall have no responsibility or obligation therefor. All improvements, Alterations, Utility Installations and Trade Fixtures which Lessee desires to install in the Premises shall be subject to the provisions of Paragraph 7.3 of the Standard Lease.

52. Confidentiality. Lessee agrees that the final terms and conditions of this Lease shall be kept confidential and shall not be disclosed by Lessee to any other person or entity other than to Lessee's real estate brokers, lenders, partners, attorneys, or accountants, or as may otherwise be required by applicable law.

53. Limitation of Lessor Liability. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, Lessee acknowledges and agrees that all persons dealing with Lessor must look solely to the interest of the Lessor in the Premises for the enforcement of any claims against or liability of the Lessor. No present or future employee, trustee, agent, or member of Lessor shall have any personal liability directly or indirectly, and recourse shall not be had against any such present or future employee, trustee, agent, or member of Lessor under or in connection with this Lease or the Premises. Lessee on its behalf, and on behalf of any and all of its successors and assigns, hereby waives and releases any and all such personal liability and recourse.

54. Force Majeure. The time for performance by either party of any obligation under this Lease (other than the payment of Base Rent or any other rent obligation) shall be extended on a day by day basis to the extent of any delay resulting from the occurrence of any of the following (collectively) and "force majeure event"): fire, earthquake, explosion, flood, weather, the elements, acts of God or the public enemy, strike, other labor trouble, interference of governmental authorities or agents, or shortages of fuel, supplies or labor resulting therefrom or any other cause, whether similar or dissimilar to the above, beyond the reasonable control of the party obligated for such performance (financial inability excepted). It is specifically understood and agreed that the failure of Lessee to obtain any permit or governmental approval for the

operation of its business on the Premises shall not alter, impair or otherwise affect the obligations of Lessee to pay Base Rent and any other additional rent due under the terms and provisions of this Lease.

55. Execution of Lease: Submission of this Lease for examination or signature by Lessee does not create a reservation of or option to lease. This Lease shall become effective and binding only upon full execution of this Lease by both Lessor and Lessee. When Lessor delivers this Lease to Lessee for execution, Lessee must execute and return two (2) duplicate originals to Lessor no later than two (2) days after such delivery to Lessee.

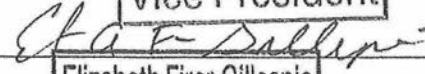
[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date and year first above written.

LESSOR:

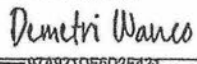
NICOLA HACIENDA LP,
a Delaware limited partnership

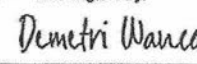
By: 
Print: Sveto Zvijerac
Title: Vice President

By: 
Print: Elizabeth Firer-Gillespie
Title: Vice President

LESSEE:

Kismet Enterprises, LLC, a Nevada Limited Liability Company dba **Filta Environmental Kitchen Solutions**, and **Demetri A. Wanco**, an Individual, and **Lauren Wanco**, an Individual

DocuSigned by:

By: Demetri Wanco
Print: Demetri Wanco
Title: a Managing Member

DocuSigned by:

By: Demetri Wanco
Print: Demetri A. Wanco
Title: an Individual

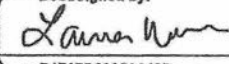
DocuSigned by:

By: Lauren Wanco
Print: Lauren Wanco
Title: an Individual

EXHIBIT "1"

DEPICTION OF PREMISES

Site Plan

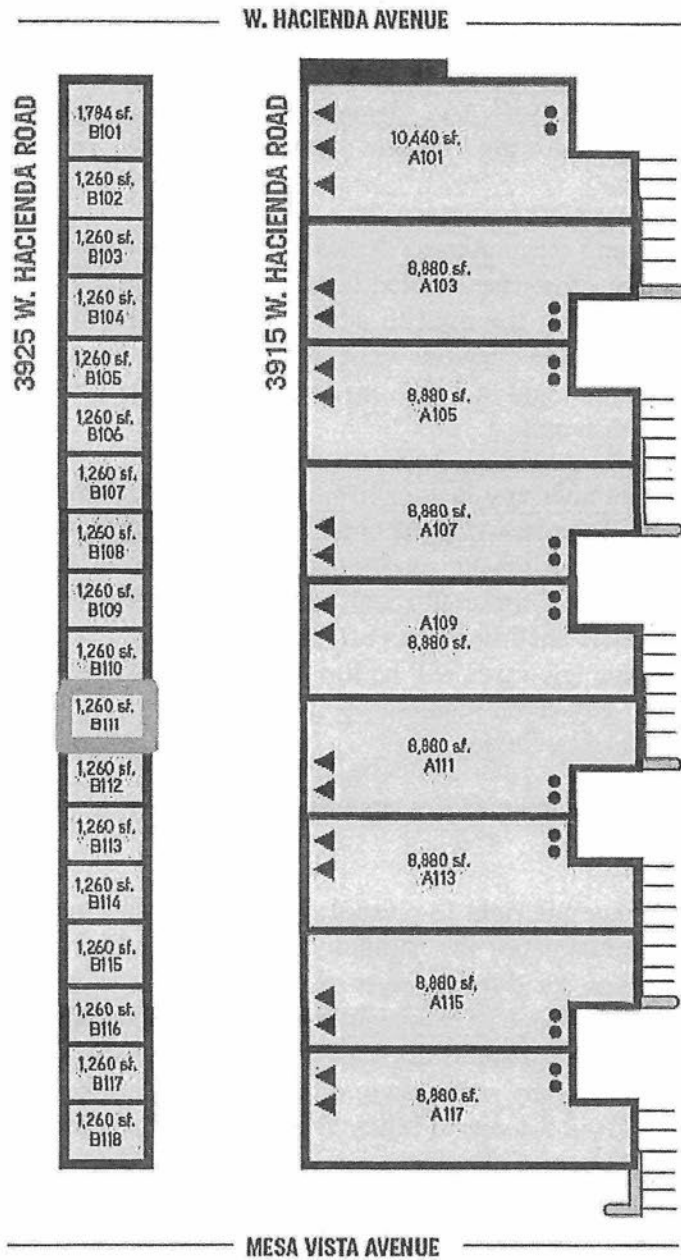


EXHIBIT "2"

RULES AND REGULATIONS

THIS EXHIBIT "2" is attached to and made a part of that certain AIR Standard Industrial/Commercial Multi-Tenant Lease – Net dated for reference purposes as of November 7, 2023 ("Standard Lease") by and between NICOLA HACIENDA LP, a Delaware limited partnership ("Lessor"), and Kismet Enterprises, LLC, a Nevada Limited Liability Company dba Filta Environmental Kitchen Solutions, and Demetri A. Wanco, an Individual, and Lauren Wanco, an Individual ("Lessee"), for the Premises known as 3925 W. Hacienda Avenue, Suite B-111, Las Vegas, NV 89118.

The following Rules and Regulations ("Rules") shall be in effect at the Project. The capitalized terms used and not otherwise defined herein shall have the same definitions as set forth in the Lease. Lessor reserves the right to adopt reasonable modifications and additions hereto. In the case of any conflict between these Rules and the Lease, the Lease shall be controlling. Lessor shall have the right to waive one or more Rules for the benefit of a particular lessee in Lessor's reasonable discretion.

1. Lessee shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Lessor's prior written consent which consent shall not be unreasonably withheld, conditioned; or delayed. All re-keying or new locks or bolts must be done by Lessor's locksmith and must be consistent with the master keying system for the Building. Lessee shall bear the cost of any lock changes or repairs required by Lessee. Two keys or electronic key cards will be furnished by Lessor for the Premises, and any additional keys or electronic key cards required by Lessee must be obtained from Lessor at a reasonable cost to be established by Lessor.

2. No furniture, equipment, or picnic tables or chairs may be placed on any Common Areas.

3. Lessor shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building. Safes and other heavy objects shall, if considered necessary by Lessor, stand on supports of such thickness as is necessary to properly distribute the weight. Lessor will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Lessee and any expense of said damage or injury shall be borne by Lessee.

4. Lessor shall have the right to control and operate the public portions of the Building, the public facilities and any other facilities furnished for the common use of tenants, in such manner as is customary for comparable buildings in the vicinity of the Building.

5. Lessee shall not disturb, solicit, or canvass any occupant of the Project and shall cooperate with Lessor or Lessor's agents to prevent same.

6. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees, agents or invitees, shall have caused such damage.

7. Lessee shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Lessor's consent first had and obtained.

8. Lessee shall not use or keep in or on the Premises or the Building any kerosene, gasoline or other inflammable or combustible fluid or material unless approved by Lessor.

9. Lessee shall not use any method of heating or air conditioning other than that which may be supplied by Lessor, without the prior written consent of Lessor.

10. Lessee shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the building by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therein.

11. Lessee shall not bring into or keep within the Building or the Premises any animals or birds.

12. No cooking shall be done or permitted by any tenant on the Premises, nor shall the Premises be used for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations, and does not cause odors which are objectionable to Lessor and other tenants.

13. Lessor will approve where and how telephone wires and cabling are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Lessor. The location of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Lessor.

14. Lessor reserves the right to exclude or expel from the Project any person who, in the judgment of Lessor, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

15. Lessee shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash

and garbage in the city in which the Building is located without violation of any law or ordinance governing such disposal.

16. Lessee shall comply with all safety, fire protection and evacuation procedures and regulations established by Lessor or any governmental agency.

17. Lessor may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Lessor shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Lessor from thereafter enforcing any such Rules or Regulations against any or all tenants of the Building.

18. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Lessor. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Lessor. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Lessor.

19. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Lessee, nor shall any bottles, parcels or other articles be placed on the windowsills.

20. The washing and/or detailing of or, the installation of windshields, radios, telephones in or general work on, automobiles shall not be allowed on the Project, except by concessionaires of Lessor.

21. Lessor reserves the right to prohibit personal goods and services vendors from access to the Project except upon such reasonable terms and conditions, including but not limited to the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care and cleanliness of the Project, the preservation of good order thereon, and the relief of any financial or other burden on Lessor occasioned by the presence of such vendors or the sale by them of personal goods or services to Lessee. If reasonably necessary for the accomplishment of these purposes, Lessor may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Project. The term "personal goods or services vendors" means persons who periodically enter the Project for the purpose of selling goods or services to Lessee, other than goods or services which are used by Lessee only for the purpose of conducting its business on the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services, and shoe shining services.

22. Lessee shall comply with any non-smoking ordinance adopted by any applicable governmental authority. There is no smoking permitted in any of the buildings comprising the Project. In addition, Lessor reserves the right to designate, in Lessor's sole discretion, the only outside areas in the Project where smoking shall be permitted.

23. No antenna, aerial, discs, dishes or other such device shall be erected or placed on the roof of the Building or anywhere else outside the Premises, without the written consent of the

Lessor in each instance. Any device so installed without such written consent shall be subject to removal without notice at any time.

24. Lessee will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the Premises for Lessee to Lessor or Lessor's designated representative for Lessor's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Project, including installation of telephones, electrical devices and attachments, and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Project.

25. Lessee shall not do or permit anything to be done in the Premises, or bring or keep anything therein which would in any way increase the rate of fire insurance on the Premises or on property kept therein, or constitute a nuisance or waste or conflict with the laws relating to fire, or with any regulations of the fire department or with any insurance policy upon the Premises or any part thereof, or conflict with any of the rules or ordinances of the Department of Health of the County in which the Premises is located.

26. No person shall disturb the occupants of adjoining buildings or premises by the use of any radio, sound equipment or musical instrument or by making of loud or improper noises.

27. Lessee and its agents, employees and invitees shall observe and comply with the driving and parking signs and markers on the Project grounds and surrounding areas, including the following:

(a) No person will use any roadway, walkway, or common areas except as a means of egress or ingress from or to the Premises and parking areas within the Project or adjacent public streets. Such use will be in an orderly manner in accordance with directional or other signs or guides. Roadways will not be used at a speed in excess of fifteen (15) miles per hour and will not be used for parking or stopping except for the immediate loading or unloading of passengers. No walkway or common area will be used for other than pedestrian travel.

(b) During peak periods of business activity, limitations may be imposed as to the length of time for parking use. Such limitations may be made in specified areas.

(c) Any vehicle creating a nuisance, hazard, traffic impediment, improperly parked or otherwise adversely affecting the operation of the Project at Lessor's election and sole discretion, and as a remedy against and at the expense of the violating individual(s), Lessor may tow and/or remove the vehicle from the Project without notice. At no time shall Lessee, its agents or assigns authorize or instruct any company or individual to tow and/or remove a vehicle without the prior authorized approval of the designated representative of the Lessor.

(d) Overnight parking is expressly prohibited without the prior written consent of Lessor.

28. Security measures and related expenses of any kind whatsoever, including but not limited to, security patrol(s), shall be engaged by Lessor when Lessor determines in its sole but

reasonable discretion that it is essential to the safe and orderly operation of the Project. Lessor shall assume no liability to Lessee or any of Lessee's employees, agents, invitees, or guests due to the fact that Lessor has retained such services and Lessee hereby releases Lessor from any such liability. These expenses shall be payable as follows: (a) when engaged for the requirements related to the operation of all tenant businesses in the Project or the overall safe operation of the Project as determined by Lessor, then such expenses shall be paid by Lessor and treated as a Common Area Operating Expense; but, (b) where such security measures are directly related and required as a result of the conduct, business operation or other unique peculiarities of a specific Lessee, as determined by Lessor, then such expenses shall be payable solely by such responsible Lessee.

Lessor reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Lessor shall not be responsible to Lessee or to any other person for the nonobservance of the Rules and Regulations by another tenant or other person. Lessee shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises. Any breach by Lessee of any rules and regulations herein set forth or any amendments, modifications or additions thereto, shall constitute a default by Lessee under the Lease and Lessor shall have all rights and remedies set forth therein.

EXHIBIT "3"

ENVIRONMENTAL QUESTIONNAIRE

This Exhibit is attached to and made a part of that certain Industrial/Commercial Multi-Tenant Lease – Net dated November 7, 2023, by and between NICOLA HACIENDA LP, a Delaware limited partnership (“Lessor”), and Kismet Enterprises, LLC, a Nevada Limited Liability Company dba Filta Environmental Kitchen Solutions, and Demetri A. Wanco, an Individual, and Lauren Wanco, an Individual (“Lessee”), for the Premises known as 3925 W. Hacienda Avenue, Suite B-111, Las Vegas, NV 89118.

The purpose of this form is to obtain information regarding the use of Hazardous Substances on the Premises. Prospective Lessees should answer the questions in light of their proposed operations on the Premises. Existing Lessees should answer the questions as they relate to on-going operations on the Premises and should update any information previously submitted. If additional space is needed to answer the questions, you may attach separate sheets of paper to this form.

Your cooperation in this matter is appreciated. Any questions should be directed to, and when completed, the form should be mailed to:

c/o Nicola Wealth
1508 W Broadway
Vancouver, British Columbia, Canada
V6J 1W8
Attn: Jason Penner
Phone: (800) 219-8032

1. GENERAL INFORMATION

Name of Responding Company: _____

Check the Applicable Status:

Prospective Lessee

Existing Lessee

Mailing Address: _____

Contact Person and Title: _____

Telephone Number: () _____

Address of Premises: _____

Length of Lease Term: _____

Describe the proposed operations to take place on the Premises, including principal products manufactured or services to be conducted. Existing Lessees should describe any proposed changes to on-going operations.

2. STORAGE OF HAZARDOUS SUBSTANCES

2.1 Will any Hazardous Substances be used or stored on-site?

Wastes Yes No
Chemical Products Yes No

2.2 Attach the list of any Hazardous Substances to be used or stored, the quantities that will be on-site at any time, and the location and method of storage (e.g., 55 gallon drums on concrete pad).

3. STORAGE TANKS

3.1 Is any storage of gasoline, diesel, or other Hazardous Substances in tanks proposed or currently conducted on the Premises?

Yes No

If yes, describe the materials to be stored, and the type, size and construction of the storage tank.

Attach copies of any permits obtained for the storage of such substances.

3.2 Have any of the tanks been inspected or tested for leakage?

Yes No

If so, attach the results.

3.3 Have any spills or leaks occurred from such tanks?

Yes No

If so, describe.

3.4 Were any regulatory agencies notified of the spill or leak?

Yes No

If so, attach copies of any spill reports filed, any clearance letters or other correspondence from regulatory agencies relating to the spill or leak.

3.5 Have any storage tanks been taken out of service or removed?

Yes No

If yes, attach copies of any closure permits and clearance obtained from regulatory agencies relating to closure and removal of such tanks.

4. **SPILLS**

4.1 During the past year, have any spills occurred on the Premises?

Yes No

If so, please describe the spill and attach the results of any testing conducted to determine the extent of such spills.

4.2 Were any agencies notified in connection with such spills?

Yes No

If so, attach copies of any spill reports or other correspondence with regulatory agencies.

4.3 Were any clean-up actions undertaken in connection with the spills?

Yes No

If so, briefly describe the actions taken. Attach copies of any clearance letters obtained from any regulatory agencies involved and the results of any final soil or groundwater sampling done upon completion of the clean-up work.

5. **WASTE MANAGEMENT**

5.1 Has your company been issued an EPA Hazardous Waste Generator I.D. Number?

Yes No

5.2 Has your company filed a biennial report as a hazardous waste generator?

Yes No

If so, attach a copy of the most recent report filed.

5.3 Attach the list of the hazardous waste, if any, generated or to be generated at the premises, its hazard class and the quantity generated on a monthly basis.

5.4 Describe the method(s) of disposal for each waste. Indicate where and how often disposal will take place.

5.5 Indicate the name of the person(s) responsible for maintaining copies of hazardous waste manifests completed for off-site shipments of hazardous waste.

5.6 Is any treatment or processing of hazardous wastes currently conducted or proposed to be conducted at the Premises:

Yes No

If yes, please describe any existing or proposed treatment methods.

5.7 Attach copies of any hazardous waste permits or licenses issued to your company with respect to its operations on the Premises.

6. **WASTEWATER TREATMENT/DISCHARGE**

6.1 Do you discharge wastewater to:

_____ storm drain? _____ sewer?
_____ surface water? _____ no industrial discharge

6.2 Is your wastewater treated before discharge?

Yes No

If yes, describe the type of treatment conducted.

6.3 Attach copies of any wastewater discharge permits issued to your company with respect to its operations on the Premises.

7. **AIR DISCHARGES**

7.1 Do you have any air filtration systems or stacks that discharge into the air?

Yes No

7.2 Do you operate any of the following types of equipment, or any other equipment requiring an air emissions permit?

_____ Spray booth
_____ Dip tank
_____ Drying oven
_____ Incinerator
_____ Other (Please Describe)
_____ No Equipment Requiring Air Permits

7.3 Are air emissions from your operations monitored?

Yes No

If so, indicate the frequency of monitoring and a description of the monitoring results.

7.4 Attach copies of any air emissions permits pertaining to your operations on the premises.

8. **HAZARDOUS SUBSTANCES DISCLOSURES**

8.1 Does your company handle Hazardous Substances in a quantity equal to or exceeding an aggregate of 500 pounds, 55 gallons, or 200 cubic feet?

Yes No

8.2 Has your company prepared a hazardous materials management plan ("business plan") pursuant to County Fire Department requirements?

Yes No

If so, attach a copy of the business plan.

8.3 Describe the procedures followed to comply with OSHA Hazard Communication Standard requirements.

9. ENFORCEMENT ACTIONS, COMPLAINTS

9.1 Has your company even been subject to any agency enforcement actions, administrative orders, or consent decrees?

Yes No

If so, describe the actions and any continuing compliance obligations imposed as a result of these actions.

9.2 Has your company even received requests for information, notice or demand letters, or any other inquiries regarding its operations?

Yes No

9.3 Have there ever been, or are there now pending, any lawsuits against the company regarding any environmental or health and safety concerns?

Yes No

9.4 Has an environmental audit even been conducted at your company's current facility?

Yes No

If so, discuss the results of the audit.

9.5 Have there been any problems or complaints from neighbors at the company's current facility?

Yes No

If so, describe the problems or complaints.

LESSEE:

Kismet Enterprises, LLC, a Nevada Limited Liability Company
dba Filta Environmental Kitchen Solutions, and Demetri A.
Wanco, an Individual, and Lauren Wanco, an Individual

DocuSigned by:
By: Demetri Wanco
Print: DEMETRIEWANCO
Title: a Managing Member



3925 W. HACIENDA AVE
UNIT B-111

SITE PLAN
ELEVATIONS





SITE PLAN
ELEVATION



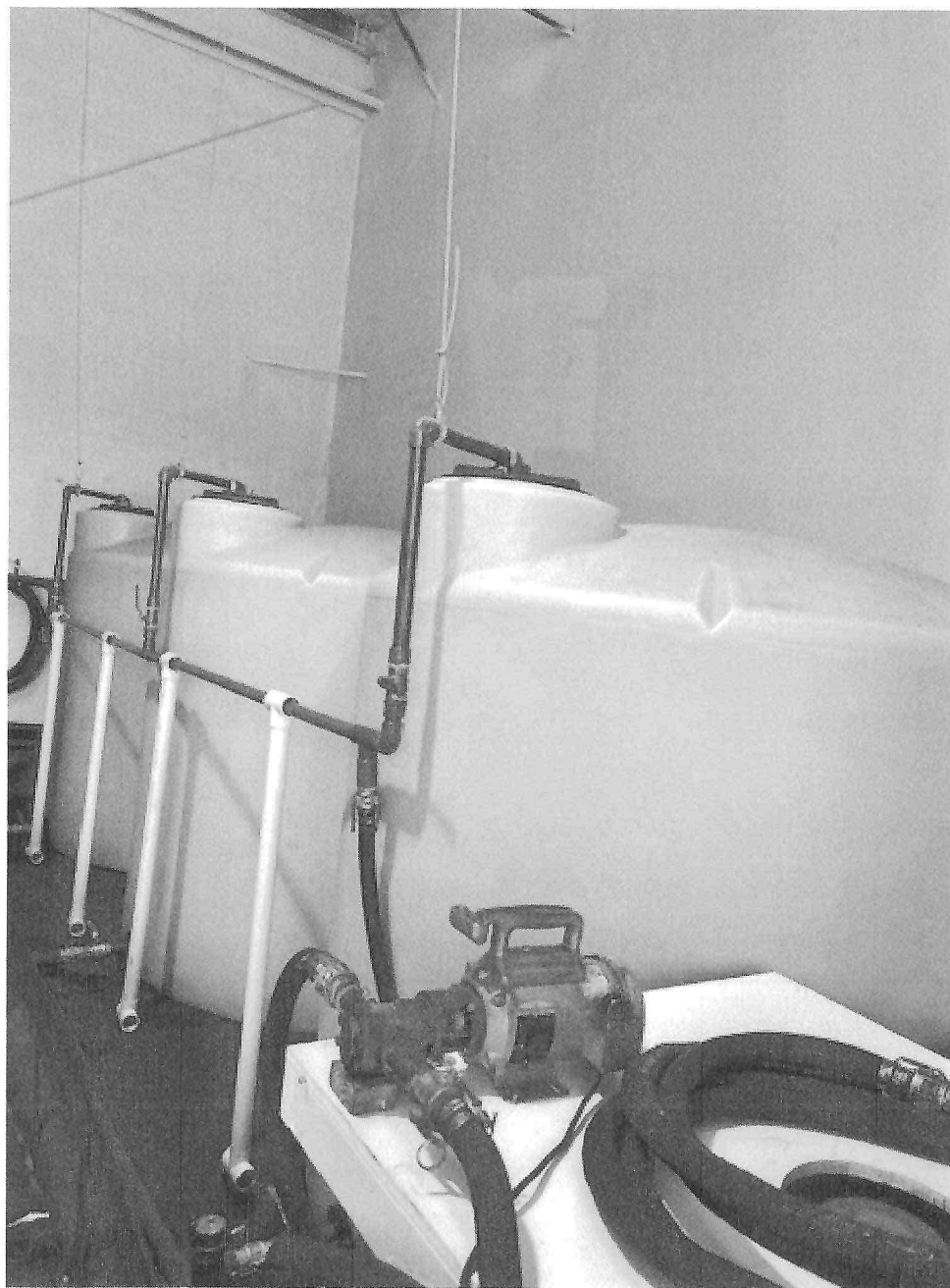
SITE PLAN

ELEVATIONS

FACING NORTH







The screenshot shows a web browser window with several tabs open: Microsoft Word, Permits & Regulation, Crexi.com, 5330 Cameron St, OpenWeb, and index. The address bar displays the URL: maps.clarkcountynv.gov/openweb/?@771845,26735622,7. The browser's bookmark bar includes Bank of America, Mail - Blue wanco..., MY MGM, Filta Symphony, Home - YouTube TV, Virtual Roster Empl..., and Freedom Mortgage... The main content area features an aerial satellite view of a residential or commercial area with a blue location pin. On the left, a sidebar titled 'Property Information' contains the following details:

- Parcel: 16230701013
- Owner Name(s): NICOLA HACIENDA LP
- Site Address: 3915 W HACIENDA AVE
- Jurisdiction: CC Paradise - 89118
- Sale Date: 01/2021
- Sale Price: \$14,450,000
- Estimated Lot Size: 4.47
- Construction Year: 1989
- Recorded Doc Number: [2021011300001286](#)
- Aerial Flight Date: 2024-10-17

Below the property information, there are expandable sections for 'Zoning and Planned Land Use', 'Legal Description', and 'Ownership'. The 'Ready' status is indicated by a blue icon. At the bottom of the map, there is a scale bar showing '200ft' and the text 'OpenWeb v1.3.5'. The browser's navigation and zoom controls are visible on the right side of the map.



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 12/12/2024

Property Information

Parcel: 16230701013
Owner Name(s): NICOLA HACIENDA L P
Site Address: 3915 W HACIENDA AVE
Jurisdiction: Clark County - 89118
Zoning Classification: Industrial Light (IL)
Planned Landuse: Business Employment (BE)

Misc Information

Subdivision Name:	null		
Lot Block:	Lot: Block:	Construction Year:	1989
Sale Date:	01/2021	T-R-S:	21-61-30
Sale Price:	\$14,450,000	Census tract:	2962

index

Recorded Doc Number: 20210113 00001286

Flight Date: 2024-10-17

Elected Officials

Commission: A - Michael Naft (D)

US Senate: Jacky Rosen, Catherine Cortez-Masto

State Senate: 10 - Fabian Donate (D)

School District: F - Irene Bustamente Adams

Board of Education: 3 - Felicia Ortiz

Estimated Lot Size: 4.47

City Ward:

US Congress: 3 - Susie Lee (D)

State Assembly: 16 - Cecilia Gonzalez (D)

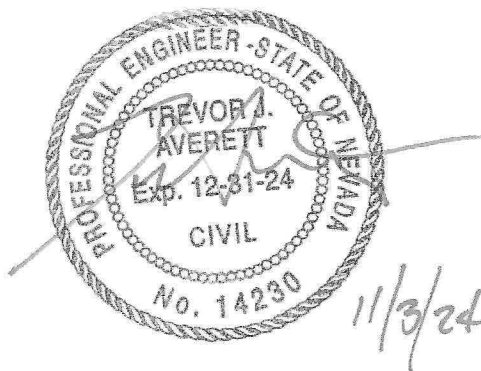
University Regent: 3 - Byron Brooks

Minor Civil Division: Las Vegas

DESIGN REPORT
FOR
KISMET ENTERPRISES LLC.
d.b.a
FILTA ENVIRONMENTAL KITCHEN SOLUTIONS
RECYCLING CENTER
3925 WEST HACIENDA AVE.
SUITE B-111
LAS VEGAS NV 89118
APN 162-30-701-013

Prepared by:
AESTHETIC ENGINEERING
140 West Huffaker Lane, Suite 505
Reno, NV 89511
775-329-4355
mark@aeseng.net

August 5, 2024



Section 1: Facility information

1. Facility owner and operator:

Kismet Enterprises LLC (dba Filta Environmental Kitchen Solutions)

Lauren Wanco, President

702-635-5588

Blue Wanco, Operator

702-280-8242

2. Facility hours:

The facility is open 24 hours a day and not open to the public.

3. Materials accepted:

Waste yellow grease only.

4. Area served:

The facility will serve all of Clark County

Section 2: Facility control

The facility will have the following provisions for controlling vehicular traffic:

1. Directional signs of the location shown on the Site Plan portion of the Land Use submittal show the traffic routing around the facility. The facility is located in a commercial industrial park.

The facility will have the following provisions for controlling access to the facility as to time of use and as to those authorized to use the site to prevent unauthorized vehicular traffic and illegal dumping:

1. Roll-up Bay door to the building
2. Front access door to the building
3. The whole operation consisting of receiving, handling and storing of used cooking oil will be managed within the unit. All equipment will be stored inside the warehouse except for the transport vans, which will be parked outside the building in a designated area.

Section 3: Management Areas

Section 3.1: Areas of Activities

All activities take place within the building as shown on the Site Layout/Process Flow diagram as found under Part 2 of this submittal. The following steps indicate the location and flow through the facility of managed wastes, waste management equipment, and waste management activities:

1. Wastes will be inspected and measured per Section 1: Facility of the Operating Plan.
2. Yellow grease will be delivered to the facility by a company van. All vans will enter the Industrial park from West Hacienda Ave. and will enter the facility through the roll up door.
- 3.
4. The van will be visually inspected for non-permitted material. If non-permitted materials are found, a "Rejected Load Form" will be filled out and the materials will be sent to a permitted landfill.
5. The delivery vehicle will transfer the waste grease to containment tanks via pump and hose. Precautions such as drip pans will be used under each connection while the transfer operation continues.
6. The same operation will be used to transfer the waste grease to the transport vehicles, which will transport the material to its end use destination.
7. Wastes with reportable quantities will be measured. Wastes will be removed from the facility per Section 3.4 of the Operating Plan

As is indicated on the Site Plan, the facility has 3x 2100 gallon tanks for waste grease storage but generally has less than 4000 gallons at any given moment.

Section 3.2: Anticipated waste types, and quantities

Maximum Storage Capacity:

6300 gallons of used cooking oil (yellow grease)

Maximum Processing Rate:

As determined by the facility operator, based on their estimates of monthly quantities: 200 gallons per day

Section 4: Environmental Controls

Section 4.1: Air Control

The facility will have the following provisions for controlling air pollutants, including fugitive dust, to prevent a public nuisance:

1. Paved access roads around the facility.
2. Dust masks and eye protection will be worn by all employees during cleaning operations.
3. Paved outdoor waste storage areas.
4. Used waste grease will be stored securely inside the building in 3x 2100 gallon Poly tanks with 110% secondary containment with additional fire flow needs.

Section 4.2: Fire Control

The facility will have the following provisions for preventing and controlling fires:

1. Fire extinguishers are located throughout the unit.
2. The nearest Fire station is Station 21 located 5015 W. Oquendo Rd, Las Vegas, NV 89118.
3. The building is fully sprinklered with additional demand to meet code for the Secondary containment.

Section 4.3: Pollution Control

Secondary containment of the used waste grease storage has been provided to insure 110% containment in an event of a spill. Please refer to the drawings located under Part 2. Please note, the area encompasses all the tanks, therefore the submerged portion of the tank is subtracted.

Please refer to Section 5 of the Design Report for dimensions and calculations of secondary containment.

There will be no industrial drainage to the municipal sewer system. The storm water drainage patterns are away from the building.

Section 4.4: Storm Water Control

Wastes managed by the facility will not include any pollutants. All recycling activities take place within the facility with no exposure to potential exposure to stormwater.

Section 4.5: Litter Control

The facility will have the following provisions for controlling litter:

1. Indoor waste storage with indoor processing areas.
2. Waste storage containers constructed of durable, watertight materials.
3. The area surrounding the facility is completely paved. Sweeping and mopping of the facility will be done daily to minimize the risk of debris.

Section 4.6: Odor Control

Wastes managed by the facility may have an odor, therefore the following measures will be taken to control odor:

1. Waste storage tanks constructed of durable, watertight materials.
2. Storage tanks will be inspected daily for leaks and maintained in good condition.
3. If at any point it proves to be necessary, anti-odor emitters will be installed around all access points to the facility.

Section 4.7: Vector Control

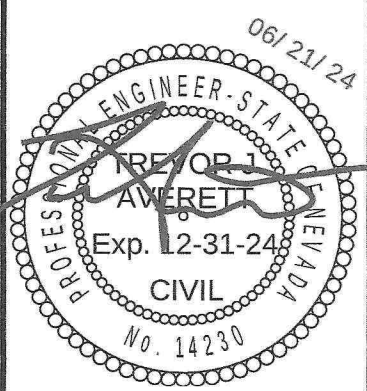
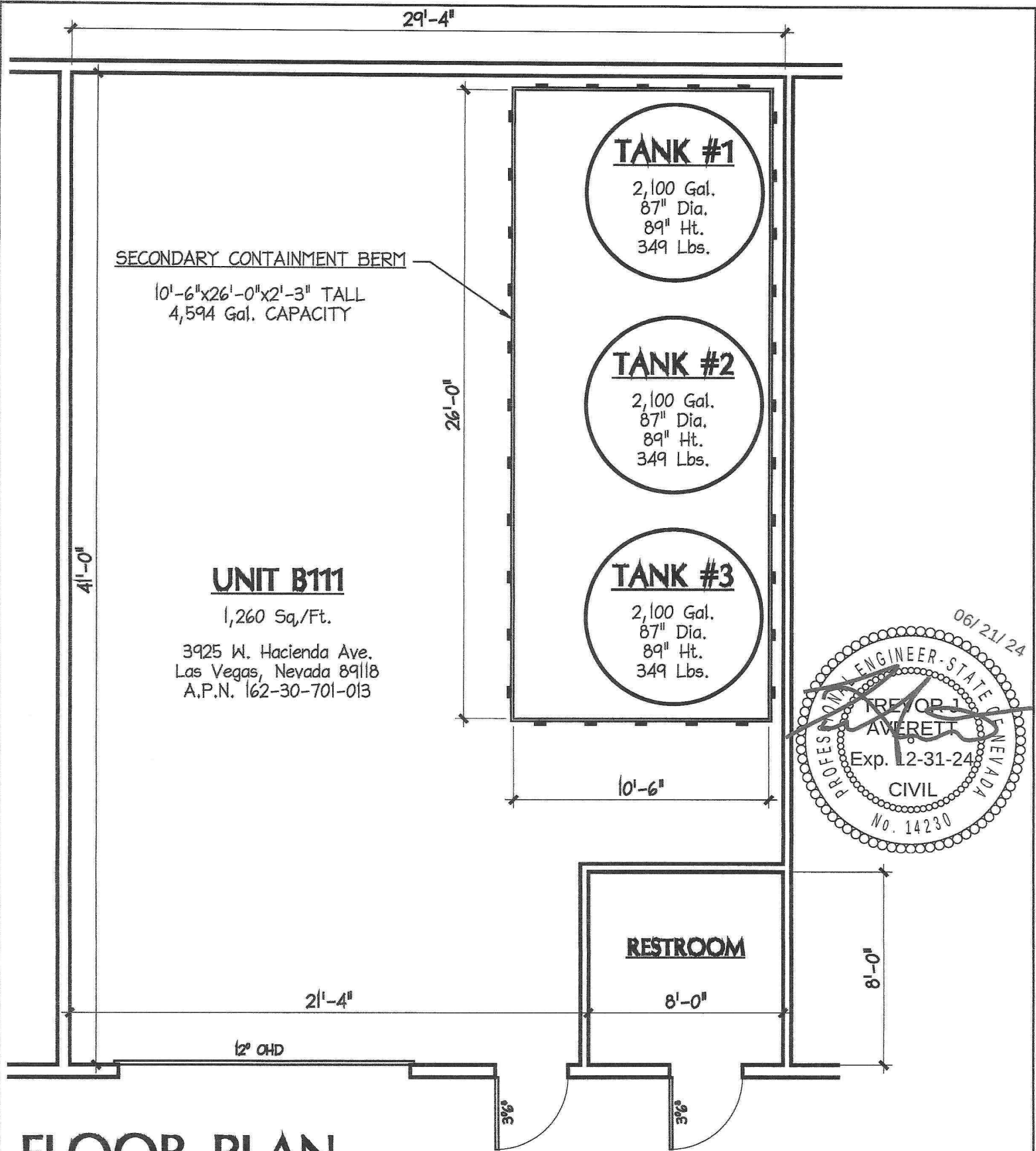
The facility will follow best management practices to prevent rodent infestations and to clean up after rodents or insects. This includes:

1. Eliminating any potential for nesting
2. Preventing rodents from entering facility by sealing all openings
3. Using wet methods involving bleach solution or equivalent solution to remove rodent droppings and urine.
4. A contracted exterminator company will be spraying monthly as well.
5. No standing water will be allowed for more than 72 hours at any time to help minimize mosquito breeding areas.

Section 5: Facility Specific Design Requirements

Additional standards for design include:

1. A secondary containment basin will be installed underneath the three 2100 gallon tanks. This will ensure 110% containment within the berm area.
2. All transfer of grease between storage containers is conducted through closed conduits such as hoses and pipes.



FLOOR PLAN

SCALE: 3/16" = 1'-0"

AESTHETIC ENGINEERING

ENGINEER OF RECORD

(775) 329-4355
 (775) 329-2382 FAX
 140 W. Huffaker Lane
 Suite 505
 Reno, Nevada 89511
 www.aeseng.net

Facility Floor Plan For:

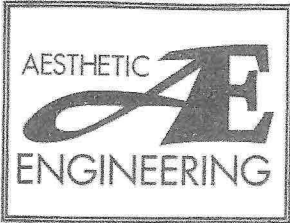
Filta Environmental Kitchen Solutions

3925 W. Hacienda Ave.

DRAWN BY: mpf

DATE: 06/21/2024

SCALE: 3/16" = 1'-0"



PROJECT NAME: FILTA

DESIGNER: TJA

DATE: 6/21/24

$$V_{2ND} > 110\% \text{ LARGEST TANK} = V_{REQ'D}$$

where

$$V_{2ND} = V_{BASIN} - V_{TANKS \text{ IN } BASIN}$$

$$V_{BASIN} = 10.5(26 \times 2.25) = 614_{CF} \left(7.48 \frac{GAL}{CF} \right) = 4594 \text{ gallon}$$

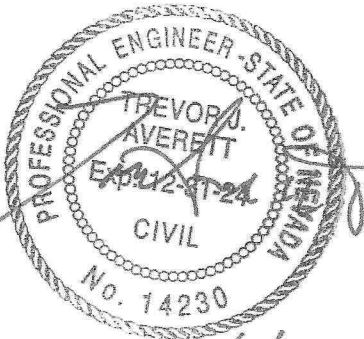
$$V_{TANKS \text{ IN } BASIN} = (3)(A)(H) = (3) \left(\frac{\pi (7.25^2)}{4} \right) (2.25) = 278.5 CF = 2083 \text{ gall}$$

$$\therefore V_{REQ'D} = 1.10(2100 \text{ gall}) = 2310 \text{ gall}$$

$$V_{2ND} = 4594 - 2083 = 2511 > 2310 \text{ gall} = V_{REQ'D}$$

OK

USE 10'-6" x 26' x 2'-3" TALL
SECONDARY BASIN



6/21/24

W. Hacienda Ave.

Owner

Nicola Hacinda L P
c/o Nicola Wealth R E
1508 W. Broadway 5TH FL
Vancouver, BC V6J 1W8

338.73'

Facility Owner/Operator

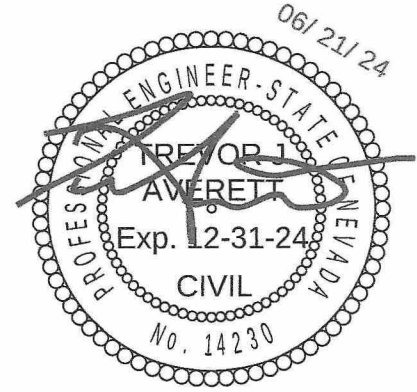
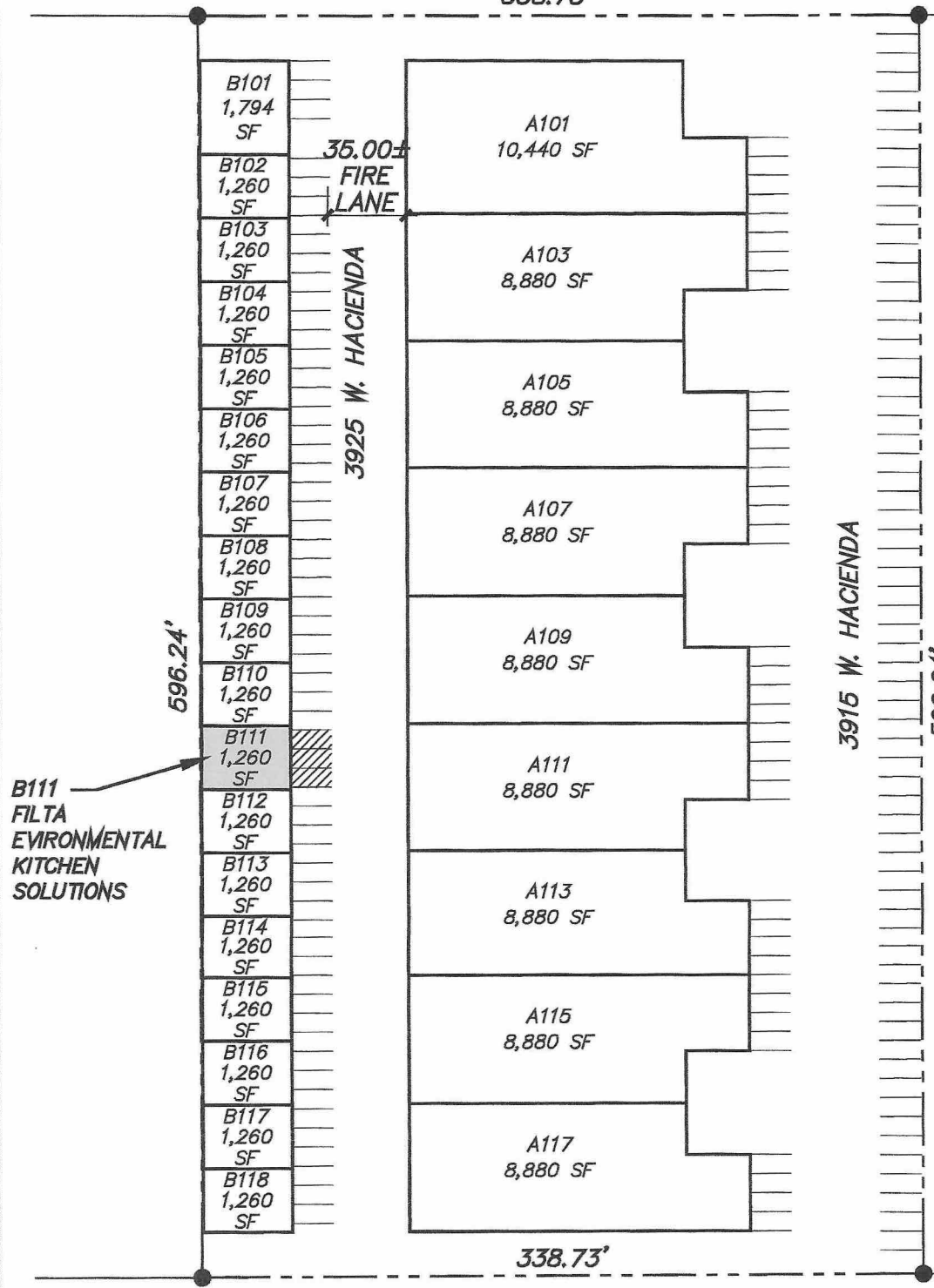
Filta Environmental Kitchen Solutions
3925 W. Hacienda Ave. # B111
Las Vegas, Nevada 89118
A.P.N. 162-30-701-013

Container & Equip. Notes

- 1.) (3) 2,100 Gal. Tanks For Recycled Cooking Oil.
- 2.) 26'-0"x10'-6"x2'-3" Secondary Containment Area.

Flood Zone Information

This property is not located in a flood zone.



Vicinity Map



Mesa Vista Ave.



(775) 329-4855
(775) 329-2382 FAX
140 W. Huffaker Lane
Suite 505
Reno, Nevada 89511
www.aeseng.net
ENGINEER OF RECORD

Facility Site Plan For:
**Filta Environmental
Kitchen Solutions**

3925 W. Hacienda Ave.
Las Vegas, Nv. 89118

DRAWN BY: mpf
DATE: 06/21/24
SCALE: 1"=80'-0"

Secondary Spill Containment Berm **Economical Spill Berm**

Secondary Spill Containment Berm

Our economical spill containment berm is perfect for containing spills. This berm provides an economical and efficient means of containment. By utilizing exterior aluminum "L" bracket supports, you get a sturdy side wall that provides excellent containment. This portable berm offers 100% useable interior space. Set up is easy and can be done in most areas. Conforms to federal and military regulations. 40 mil polyethylene material is appropriate for petroleum based liquids, fuel, water, chemicals and others. Call for information on particular chemicals. This is our best selling Secondary Spill Containment Berm!



- **Economical
Secondary Spill
Containment Berm.
"L" Bracket Side Wall
Supports.
Chemical and UV
Resistant.**



- **Setup is easy.
Can be cleaned and
stored for repeated
use.**

Optional Ground Mat and Track Mat (Protection from Tire Tread) are available upon request.

Material Spec. Sheet

(Material used for Standard L-Bracket Model Berm is Smooth LLDPE 40 MIL.)



Tested Property	Test Method	Frequency	Nominal Value							
			Smooth LLDPE 40 mil	Smooth LLDPE 60 mil	Textured LLDPE 40 mil	Textured LLDPE 60 mil	Smooth HDPE 40 mil	Smooth HDPE 60 mil	Textured HDPE 40 mil	Textured HDPE 60 mil
			X							
Thickness (minimum average), mil	ASTM D 5199	every roll	36	54	36	54	36	54	36	54
Density, g/cm³, (max.)	ASTM D 1505	200,000 lb	0.939	0.939	0.939	0.939	0.940	0.940	0.940	0.940
Tensile Properties (each direction)	ASTM D 6693, Type IV	20,000 lb								
<i>Strength at Break, lb/in-width</i>	Dumbbell, 2 ipm		152	228	60	90	152	228	60	90
<i>Elongation at Break, %</i>	G.L. 2.0 in		800	800	250	250	700	700	100	100
<i>Strength at Yield, lb/in-width</i>	G.L. 1.3 in						84	126	84	126
<i>Elongation at Yield, %</i>							12	12	12	12
Tear Resistance, lb	ASTM D 1004	45,000 lb	22	33	22	33	28	42	28	42
Puncture Resistance, lb	ASTM D 4833	45,000 lb	56	84	44	66	72	108	60	90
Carbon Black Content, % (Range)	ASTM D 1603*/4218	20,000 lb	2.0 - 3.0	2.0 - 3.0	2.0 - 3.0	2.0 - 3.0	2.0 - 3.0	2.0 - 3.0	2.0 - 3.0	2.0 - 3.0
Carbon Black Dispersion	ASTM D 5596	45,000 lb	Note(1)	Note(1)	Note(1)	Note(1)	Note(1)	Note(1)	Note(1)	Note(1)
Asperity Height, mil	ASTM D 7466	second roll			18	18			18	18
Notched Constant Tensile Load, hr (NCTL)	ASTM D 5397, Appendix	200,000 lb					500	500	300	300
Oxidative Induction Time, mins	ASTM D 3895, 200°C; O ₂ , 1 atm	200,000 lb	>100	>100	>100	>100	>100	>100	>100	>100

NOTES:

- * (1)Dispersion only applies to near spherical agglomerates. 9 of 10 views shall be Category 1 or 2. No more than 1 view from Category 3.
- * (2)NCTL for HD Textured is conducted on representative smooth membrane samples.

MAXIMUM STATIC USE TEMPERATURE 180° F 82° C

MINIMUM STATIC USE TEMPERATURE -70° F -57° C

OPERATING PLAN

Section 1: Facility

Facility Name: Kismet Enterprises LLC, dba Filta Environmental Kitchen Solutions
Address: 3925 West Hacienda Avenue
Las Vegas, Nevada 89118
Unit B-111

Parcel Number: APN 162-30-701-013
Phone: 702-280-8242
Website: www.qofilta.com/508

Owner: Lauren and Blue Wanco
Title: CEO & Operations Manager
Company: Kismet Enterprises LLC, dba Filta Environmental Kitchen Solutions
Address: 2757 Toshach Ave.
Henderson, Nevada 89044
Phone: 702-280-8242

Hours of Operation: We are open 24 hours a day. The facility is not open to the public.

The facility will have the following provisions in place for controlling access to the facility in order to prevent unauthorized vehicular traffic and illegal dumping:

1. The employee main entrance is equipped with a double lock and deadbolt system.
2. The bay door to gain access to the facility is a roll up door with a double latching system to prevent opening from outside.
3. All access points to the facility are locked when the facility is not in operation.

The access roads to the facility and process area are shown on the Design Report in Part 2. Also photos are provided in Part 1 under the Zoning maps and Site photographs. The access roads are all paved with asphalt pavement and properly graded and drained to provide easy access in all weather conditions to all vehicles expected to use them.

The facility is capable of storing up to 6300 gallons of used cooking oil. On average the facility will transfer 100-200 gallons of used cooking oil to the storage tanks daily. The oil will be transferred from the van holding tank through 1 and ¼ inch camlock industrial hoses. The vans are permitted liquid waste hauling vehicles. After transferring the oil from the vans to the storage tanks, a measurement is taken and logged to show the volume in the tanks. Once the tanks reach 1800 gallons each, an oil pick up from our franchise partners will be scheduled. Within one to two days a semi tanker will arrive and transfer the oil from the storage tanks back through the camlock hoses to the semi tanker, and remove it from the facility. The oil is taken to a processing facility to be converted to biodiesel.

Section 2: Equipment

Section 2.1 Equipment List

The equipment associated with the transferring and storing of used cooking oil include three 2100 gallon poly tanks with a specific gravity of 1.9. The tanks are inside a secondary containment berm. Please refer to the Design Report for engineered plans for containment berm. The equipment used for transferring the oil from the vans are:

1. 1 ¼ inch camlock hoses from van to holding tanks inside berm.
2. Goldstream pumps that move 25 gpm.

Section 2.2 Equipment Maintenance

All three 2100 gallon poly tanks are maintained in accordance with the facility's Spill Prevention, Controls, and Countermeasures (SPCC) Plan. The tanks are visually inspected daily for cracks, leaks, and signs of spills. All tank connections are inspected daily to ensure that there are no leaks.

The storage tanks are placed within a secondary containment structure that consists of a poly lined containment basin. The basin holds the entire footprint of each tank. Any leaks or spills within the secondary containment area shall be immediately cleaned. Any recovered oil from the spill will be placed back into the poly tanks. Any absorbents shall be properly disposed of.

Equipment used to transport oil from one site to another include two vans equipped with tanks and hoses. The vehicles will be listed in Part 2 Stand Alone Equipment List.

Section 3: Types of Waste

Section 3.1: Accepted Wastes

The facility only accepts used cooking oil. The used cooking oil will be brought to the facility by vans outfitted for transporting and transferring used cooking oil. Each van is equipped with aluminum tanks that hold 200 gallons. The oil is taken straight from the clients deep fryer and transferred to the van holding tank oil with a mobile filtration machine. The facility can process a maximum of 6300 hundred gallons at any time. The daily average of accepting oil is between 100-200 gallons daily. The maximum 6300 gallons is what a tanker truck can remove on one visit.

Incoming used cooking oil is measured by volume and logged after each transfer from the vehicles. The poly storage tanks have volume markings on the side so it can visually be read.

Section 3.2: Prohibited Wastes

Kismet Enterprises, dba Filta Environmental Kitchen Solutions does not accept prohibited waste. Kismet Enterprises will refuse to accept any oil not moved by a trained employee. The oil is only to be removed from the deep fryer by a Kismet employee to ensure no other wastes will contaminate the oil.

Section 3.3: Waste Characterization

The facility only accepts used cooking oil from within Clark County.. The facility recovers oil to be stored until a semi tanker will come and remove the oil to another facility for processing it into biodiesel.

Section 3.4: Waste Transportation

The facility utilizes company vehicles to transport oil from sources in Clark County. Recovered used oil will be hauled to the facility for storage by licensed liquid waste hauling vehicles. The permitted vehicles are listed in the Stand Alone Equipment List.

Section 4: Contingency Plans

Kismet Enterprises trains employees on spill prevention and control, which are applicable for safely maintaining the processing area. A record of employee training is maintained at the facility. In the event of an emergency, facility personnel shall immediately dial 911 for emergency services.

If an emergency occurs:

1. All employees will evacuate the facility via the nearest available exit as per the Emergency Escape Plan. They will regroup at the designated gathering area or at an alternative gathering area if the first site is inaccessible. The emergency response coordinator will affirm that everyone was safely evacuated.
2. The emergency response coordinator will call 911.
3. All traffic in the parking lot and any receiving area will be directed to vacate the property to ensure maximum space for emergency response vehicles.
4. The emergency response coordinator will contact Blue Wanco immediately at 702-280-8242. Blue Wanco will be responsible for providing required notification and reports to SNHD and other authorities as soon as possible.
5. The emergency response coordinator will document the event including the nature of what occurred, the adequacy of employee responses, the response of emergency response authorities, and any witness statements. The managers shall compile the reports together with an assessment of damages, if any.

An accurate record of employee training and any emergencies or unusual occurrences will be maintained at the facility.

The facility is equipped with fire extinguishers, which may be used to extinguish small fires in the facility. In the event of an emergency, all personnel shall evacuate the facility and call 911 for emergency assistance.

Section 5: Operating Records

Kismet Enterprises, dba Filta Environmental Kitchen Solutions shall abide by the requirements of SWMS Chapter 2-5.03 Operating Records, which includes submitting the SNHD recycling survey by February 15th each year.

Although this will be a permitted Waste Grease Facility. Additional requirements of SWMA Chapter 3-10.01(C) are not applicable as nothing will be discharged.

CLOSURE PLAN
Kismet Enterprises

The owner of the facility will notify the Southern Nevada Health District (SNHD) in writing at least 90 days before beginning closure of the facility. The Kismet Enterprises facility is located at 3925 West Hacienda Ave., Unit B111, Las Vegas, NV 89118. The owner will also notify all generators and haulers of wastes managed by the facility both by phone where possible, and in writing that the facility will not accept any solid waste after the designated closing date.

The Owner or designated Operator shall, within 30 days after receiving the final shipment of solid waste, remove all remaining solid waste, litter, and inoperable equipment, in accordance with the plan for closure of the facility. All putrescible waste (if any) will be removed within 24 hours of receipt of the notice of closure.

The Owner/Operator will remove up to the Permitted Storage Capacity of solid waste and transport said waste to an approved Class I, II, or III receiving facility. The Closure cost document is based solely on the estimate to load, transport, and dispose of the solid waste in question. The estimate does not consider the resale value of the equipment or material onsite at the facility.

Following disposal of the solid waste onsite, the Owner/Operator will clean the site to in accordance with normal standards required by the SNHD.

Following the completion of closure activities, the operator will notify SNHD to arrange for a final inspection of the facility in order to permit SNHD to verify successful completion of closure.

DEMETRI WANCO 

Print and Sign

11/4/24.

Date



KISMET ENTERPRISES

SINCE 2017

Warehouse Closure Procedure

Kismet Enterprises is an independently owned and operated Filta Environmental Kitchen Solutions franchise. Upon the closure of business, the franchisor will be notified. The franchisor will send their operations team to the 3925 West Hacienda Ave. unit B111 location to clear out the warehouse. The course of action they will follow is listed below.

1. Any used cooking oil inside the storage tanks will be sold Dar Pro. Dar Pro will send vacuum trucks to collect the oil from the tanks.
2. Once the tanks have been emptied, the waste oil storage system will be disassembled.
3. The storage tanks, blue dumpster, piping and the berm will be loaded on to a semi truck to be transported to another Filta location.
4. Any remaining tools, shelving and equipment will be donated to the local Goodwill.
5. After the facility has been completely emptied, the floors and walls will be power washed.
6. The Southern Nevada Health District will be notified by the Filta franchisor operations team that the facility has been emptied and cleaned. They will schedule a final inspection.
7. The landlord, Nicola Hacienda, will be notified that the warehouse has been emptied and cleaned and the keys will be returned to the property management company, MDL Group.



KISMET ENTERPRISES

SINCE 2017

Warehouse Closure Procedure

Kismet Enterprises is an independently owned and operated Filta Environmental Kitchen Solutions franchise. Upon the closure of business, the franchisor will be notified. The franchisor will send their operations team to the 3925 West Hacienda Ave. unit B111 location to clear out the warehouse. The course of action they will follow is listed below.

1. Any used cooking oil inside the storage tanks will be sold Dar Pro. Dar Pro will send vacuum trucks to collect the oil from the tanks.
2. Once the tanks have been emptied, the waste oil storage system will be disassembled.
3. The storage tanks, blue dumpster, piping and the berm will be loaded on to a semi truck to be transported to another Filta location.
4. Any remaining tools, shelving and equipment will be donated to the local Goodwill.
5. After the facility has been completely emptied, the floors and walls will be power washed.
6. The Southern Nevada Health District will be notified by the Filta franchisor operations team that the facility has been emptied and cleaned. They will schedule a final inspection.
7. The landlord, Nicola Hacienda, will be notified that the warehouse has been emptied and cleaned and the keys will be returned to the property management company, MDL Group.

Cost of Closure Estimate

As part of the application for a permit to operate a permitted solid waste management facility, a cost of closure estimate is required to be included, as outlined in the Solid Waste Management Authority Regulations (SWMAR) 2-6.01. This cost estimate will be used to establish financial assurance (SWMAR 2-7) for the facility. Submittal of this form meets the cost of closure estimate requirement for the application for a permit.

Facility Information

Facility Name:	Kismet Enterprises		
Facility Address:	3925 West Hacienda Ave., B111, Las Vegas, NV 89118		
Type of Facility being applied for:	Solid Waste Management Facility		
Contact:	Demetri Wanco		
Email:	blue.wanco@gofilta.com	Phone:	702-280-8242

The cost of closure estimate must be sufficient to cover the cost of closing the facility including the removal, hauling, and proper disposal at a permitted landfill¹, of the maximum permitted solid waste storage capacity. **The cost of closure estimate may not consider the resale value of equipment or other materials at the facility.**

Cost of Closure Estimate

Permitted Storage Capacity:	6,300 gallons
Labor & Equipment Cost:	[REDACTED]
Transportation Cost:	[REDACTED]
Disposal Cost at permitted Landfill:	not needed; equipment will be repurposed
Other (Specify):	[REDACTED]
Other (Specify):	
Other (Specify):	
Total:	[REDACTED]

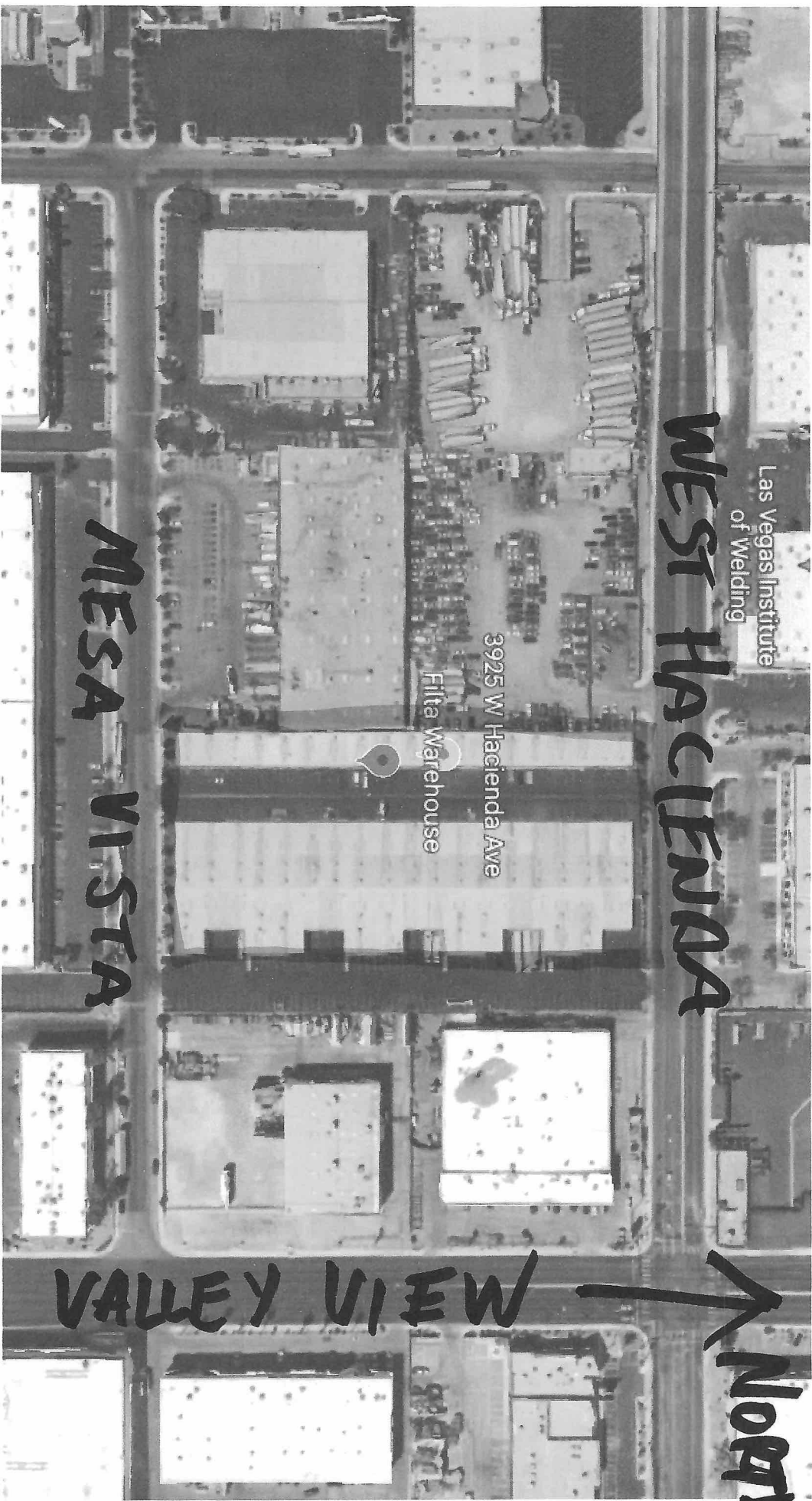
¹ Proper disposal for material(s) not accepted at a Class I, II or III landfill must be included as *Other (Specify)*:

Certification

I hereby certify that the costs represented in this estimate are an accurate reflection of the current market to the best of my knowledge.


December 18, 2024

Print/Sign
Date



3925 W. HACIENDA AVE
 UNIT B-111

WEDNESDAY

WEDNESDAY

WEDNESDAY

WEDNESDAY

W. Hacienda Ave.

Owner

Nicola Hacinda L P
 c/o Nicola Wealth R E
 1508 W. Broadway 5TH FL
 Vancouver, BC V6J 1W8

338.73'

Facility Owner/Operator

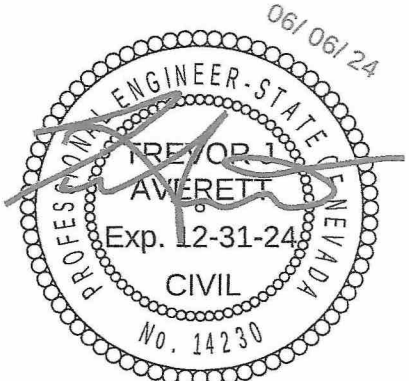
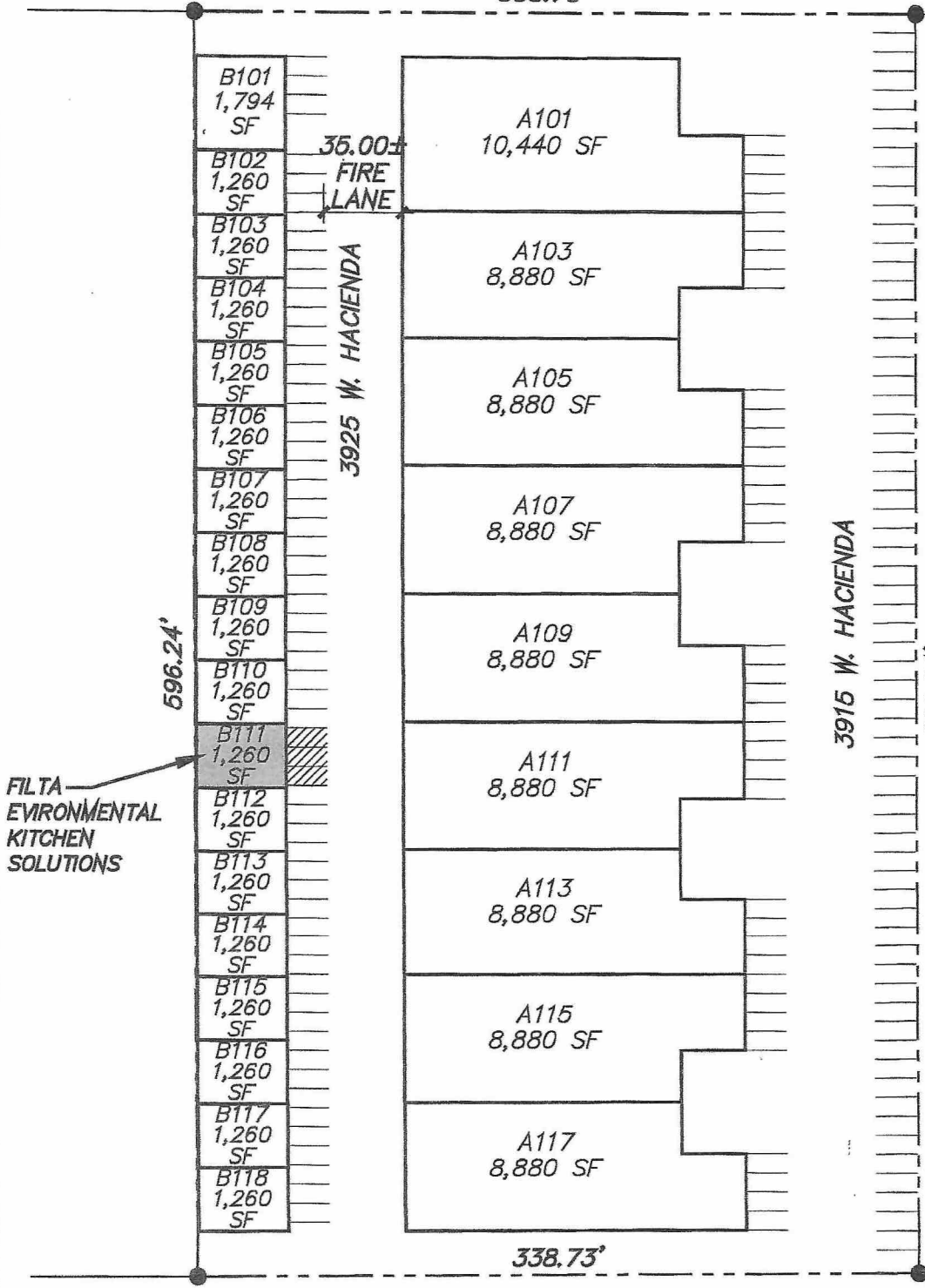
Filta Environmental Kitchen Solutions
 3925 W. Hacienda Ave. # B111
 Las Vegas, Nevada 89118
 A.P.N. 162-30-701-013

Container & Equip. Notes

- 1.) (3) 2,100 Gal. Tanks For Recycled Cooking Oil.
- 2.) 26'-0" x 10'-6" x 2'-3" Secondary Containment Area.

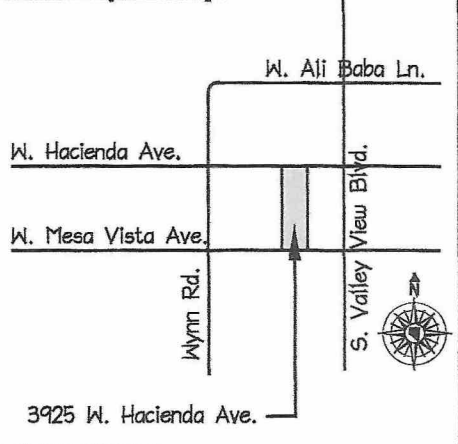
Flood Zone Information

This property is not located in a flood zone.



FILTA ENVIRONMENTAL KITCHEN SOLUTIONS

Vicinity Map



Mesa Vista Ave.

AESTHETIC ENGINEERING
 (775) 324-4855
 (775) 324-2382 FAX
 140 W. Huffaker Lane
 Suite 505
 Reno, Nevada 89511
 www.aeseng.net
 ENGINEER OF RECORD

Facility Site Plan For:
Filta Environmental Kitchen Solutions
 3925 W. Hacienda Ave.
 Las Vegas, Nv. 89118

DRAWN BY:	mpf
DATE:	06/06/24
SCALE:	1"=80'-0"

TRUCK AND EVACUATION ROUTE

W. Hacienda Ave.

Owner

Nicola Hacinda L P
 c/o Nicola Wealth R E
 1508 W. Broadway 5TH FL
 Vancouver, BC V6J 1W8

338.73'

Facility Owner/Operator

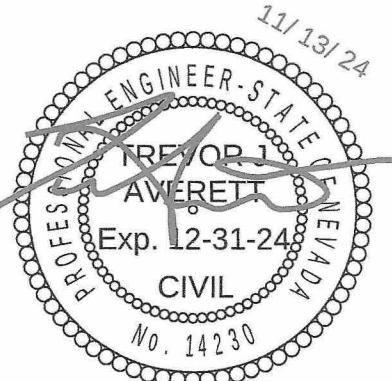
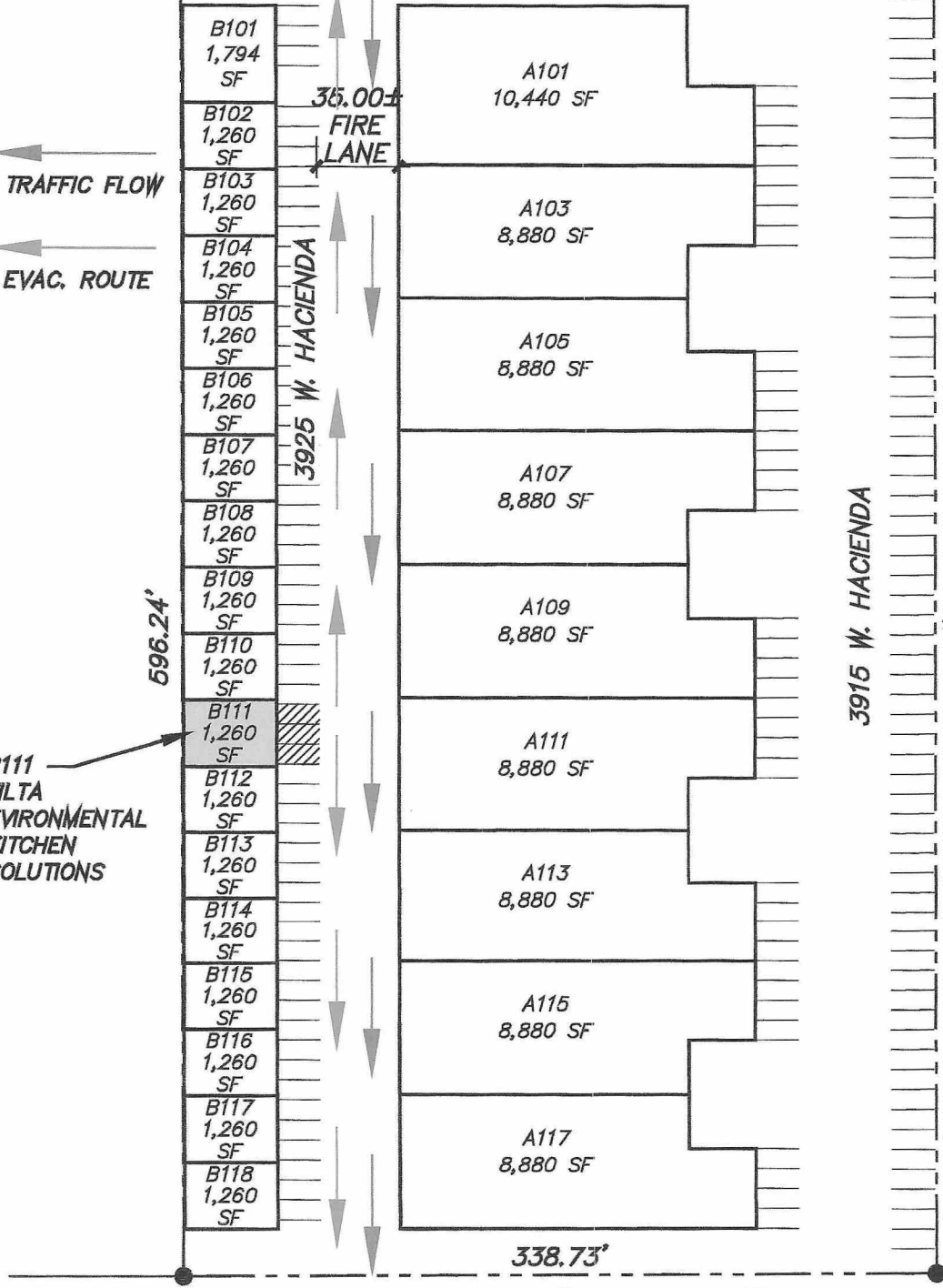
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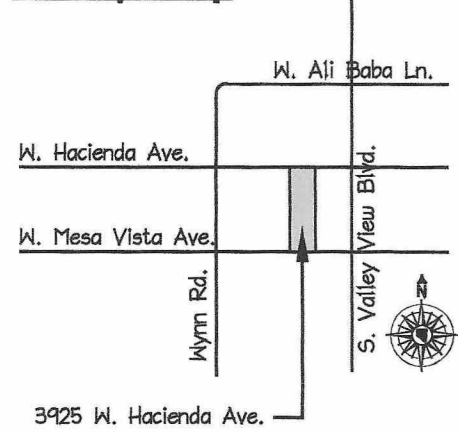
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B111
 FILTA
 ENVIRONMENTAL
 KITCHEN
 SOLUTIONS

Vicinity Map

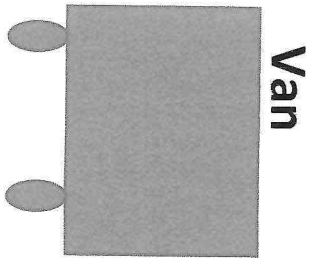


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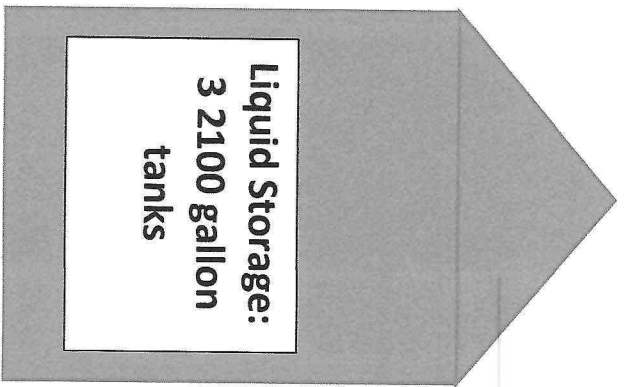
Facility Site Plan For:
Filta Environmental Kitchen Solutions
 3925 W. Hacienda Ave.
 Las Vegas, Nv. 89118

DRAWN BY:	mpf
DATE:	11/13/24
SCALE:	1"=80'-0"

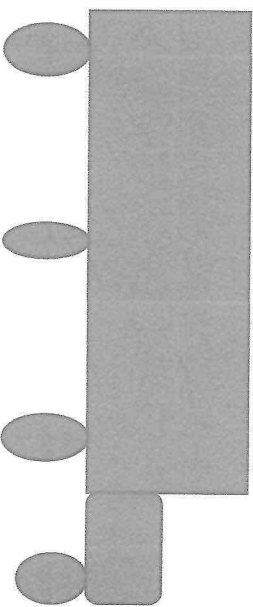
PROCESS FLOW DIAGRAM



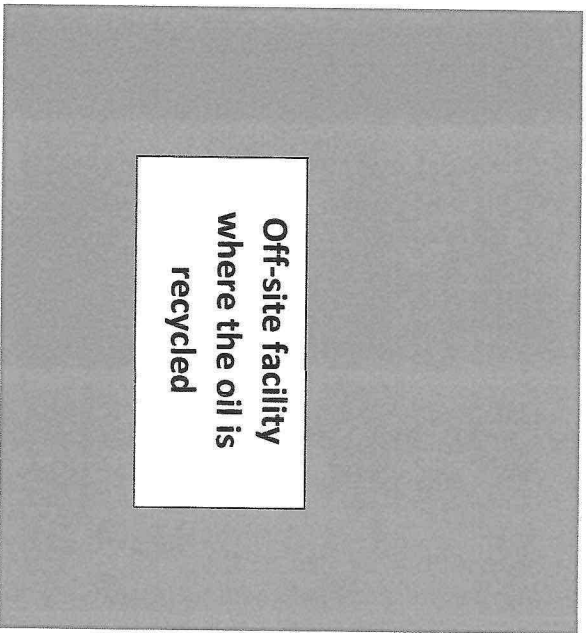
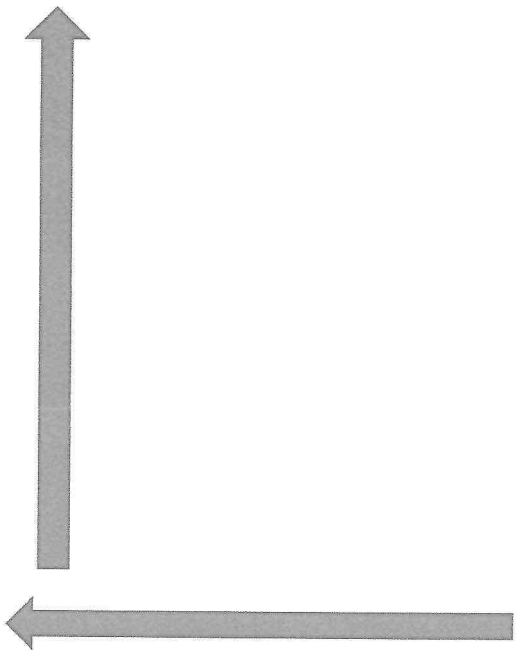
Van



**Liquid Storage:
3 2100 gallon
tanks**

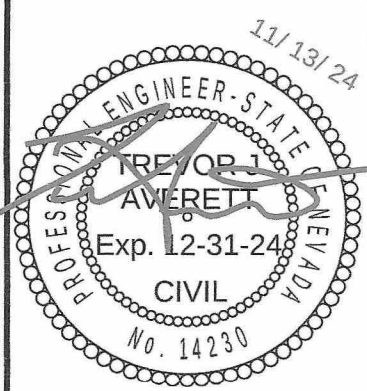
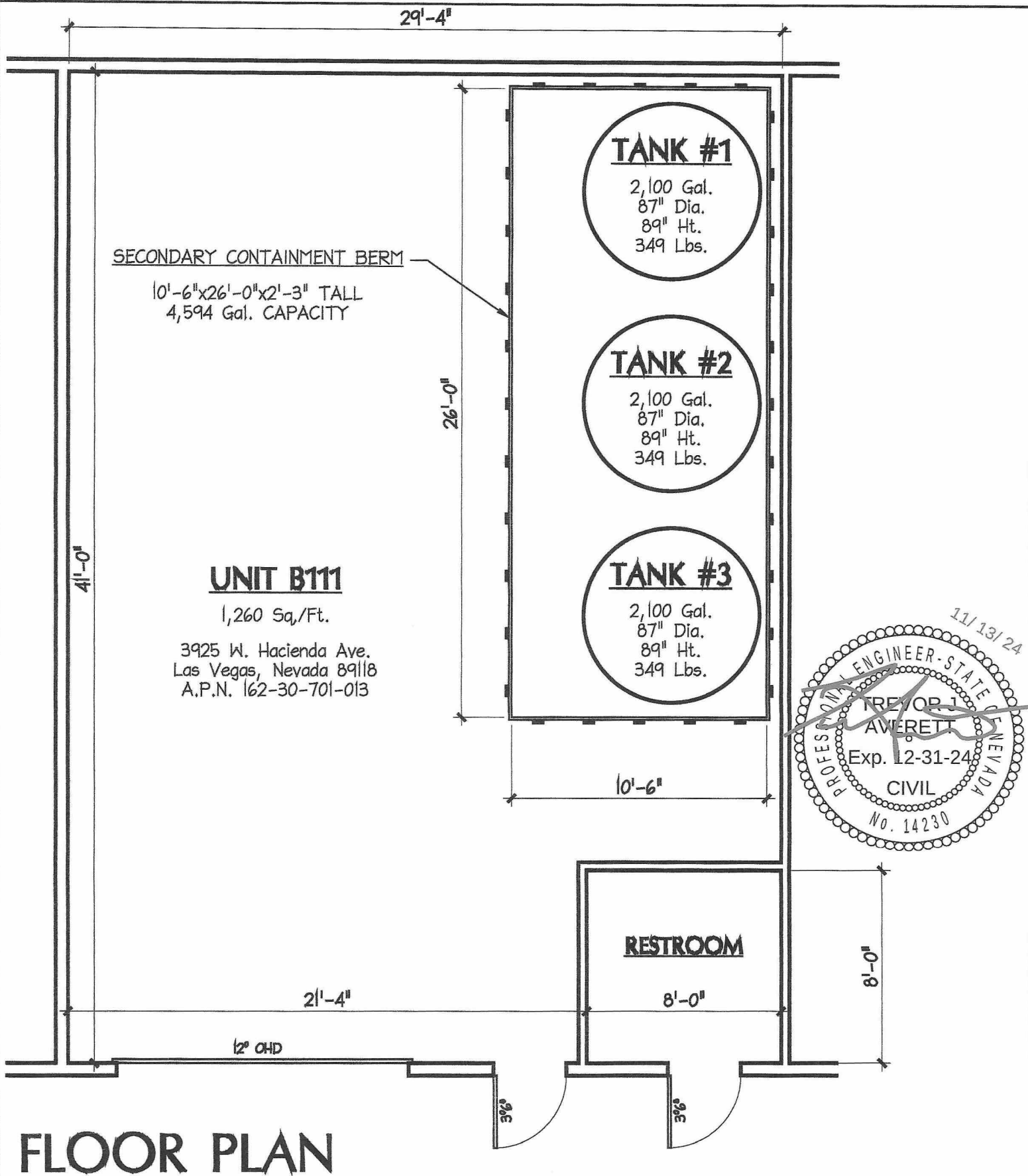


Oil Tanker



**Off-site facility
where the oil is
recycled**

TANK STORAGE DETAIL



FLOOR PLAN

SCALE: 3/16" = 1'-0"

AESTHETIC ENGINEERING

ENGINEER OF RECORD

(775) 329-4355
 (775) 329-2382 FAX
 140 W. Huffaker Lane
 Suite 505
 Reno, Nevada 89511
 www.aeseng.net

Facility Floor Plan For:

Filta Environmental Kitchen Solutions

3925 W. Hacienda Ave.

DRAWN BY:	mpf
DATE:	11/13/2024
SCALE:	3/16" = 1'-0"

EQUIPMENT LIST



Stand Alone Equipment List

Company vehicles:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>License</u>	<u>Vin</u>
2017	Ram	Promaster	836B30	3C6TRVCG5HE530855
2022	Ram	Promaster	137ZXC	3C6LRVDGONE102931

Pumps:

2 Goldstream transfer pumps with 1.25 inch camlock fittings and 1,25 inch tanker hoses to transfer oil from vans to tanks.

Storage Tanks:

3, 2100 gallon poly heavy duty storage tanks with a specific gravity of 1.9. The tanks are in a secondary containment basin capable of holding 110% of volume from the largest tank within the berm. All tanks are hard-piped with schedule 80 pipe that pass the oil from tank to tank as needed to fill. The tanks have measurement markings every hundred gallons so the oil can be properly noted after each transfer.

Micro-Filtration Machines:

3 micro-filtration machines for extracting oil from the clients deep fryers. The machines take oil from deep fryers and then transfer used oil into the van holding tanks for transport back to the facility. The machines are held on a locking plate within the vans for transport.

Volume Storage Tanks:

2 VST tanks. There is one tank mounted on each van. The tanks hold used cooking oil for transporting from the clients fryers to the facility. The tanks are outfitted with camlock fittings to transfer to the poly tanks at the facility with the 1.25 tanker hoses.

Equipment and Vehicle Maintenance Program

Waste Oil Storage Tank Maintenance

Daily:

- Berm will be mopped
- Blue transfer tank will be wiped
- Fill line be marked after each dump

Weekly:

- All pipes and connections will be inspected
- Tanks will be visually inspected
- Hose lines will be wiped
- Tanks will be dusted

After Each Collection:

- Transfer pump will be cleaned
- Hoses will be wiped
- Fill lines will be reset
- Tanks will be wiped down

Vehicle Maintenance Program

Filta waste oil vans will be maintained on the following schedule:

Dodge Promaster 2500 Maintenance Checklist

Every 5,000 Miles / 6 Months

- Engine oil and filter change (use 0W-40 synthetic oil)
- Tire rotation and pressure check (set to manufacturer specifications)
- Brake pad thickness inspection
- Check all fluid levels (brake, power steering, coolant, washer fluid)
- Inspect belt condition and tension
- Test all exterior lights and signals
- Check windshield wipers and washer operation
- Inspect battery terminals for corrosion
- Check transmission fluid level

Every 15,000 Miles / 12 Months

- Replace cabin air filter
- Inspect brake lines and hoses
- Check suspension components for wear
- Lubricate door hinges and locks
- Inspect exhaust system
- Check steering linkage and ball joints
- Inspect CV joints and boots
- Test battery performance
- Check engine air filter
- Inspect spark plugs
- Clean throttle body

Every 30,000 Miles / 24 Months

- Replace engine air filter
- Replace spark plugs
- Flush and replace brake fluid
- Replace transmission fluid
- Inspect fuel system
- Check engine mounts
- Service rear differential
- Replace PCV valve
- Inspect cooling system
- Check wheel bearings

Every 60,000 Miles / 48 Months

- Replace timing belt (if equipped)
- Flush and replace coolant
- Replace power steering fluid
- Inspect fuel tank and lines
- Check valve clearance
- Replace accessory drive belts
- Service transfer case (if 4x4 equipped)
- Replace automatic transmission fluid and filter

Additional Maintenance Notes

1. Severe Service Conditions (adjust intervals if applicable):

- Frequent short trips in cold weather
- Extensive idling or low-speed driving
- Driving in dusty conditions
- Frequent towing
- Commercial use

2. Important Service Points:

- Use only manufacturer-recommended fluids and parts
- Keep detailed service records
- Pay attention to warning lights and unusual noises
- Consider more frequent maintenance if used commercially
- Follow severe service schedule if operating in extreme conditions

3. Recommended Tools for Basic Maintenance:

- Socket set (metric)
- Oil filter wrench
- Jack and jack stands
- Tire pressure gauge
- Basic hand tools
- Diagnostic scanner (optional)

Maintenance Program

MFU Maintenance

Daily:

- MFUs will be wiped down daily, including hoses, wheels, body
- The filter will be changed daily
- The sock will be changed daily

Monthly:

- Change the o-ring in the main filter
- Change the o-ring in the pre-filter

B-annually:

- Change the wheels
- Change the o-rings in each lance

Annually:

- Change the pump seals in the motor

For inspection guidelines and requirements, see the detailed inspection report below.

MFU Inspection Standards

Exterior Body, Hoses, Lances, Casters, & Wheels

Top of MFU Pre-filter, Main-filter, Buttons

MFU Tank & Sensors/Switches

Interior - opening side and back panels

Button to Page containing MFU Manuals & Maintenance Videos

Exterior Body, Hoses, Lances, Casters, & Wheels

The MFU should not have any modifications or substitute parts and must remain in the manufacturer's condition.

Mandatory parts include but are not limited to: All OEM parts, swivels on all lances, kevlar elbow protectors, MFU locking plate.

Parts may be purchased outside of Filta but must meet OEM specifications.

The exterior must be clean, free from grease or any form of residue

Dirty or Damaged MFUs must be cleaned or repaired

Hoses must be red or blue and clean and free from kinks, tears, and excessive wear

Over worn, damaged, or off-colored hoses must be replaced

Hoses must have the appropriate locks and swivels and lances must not be damaged

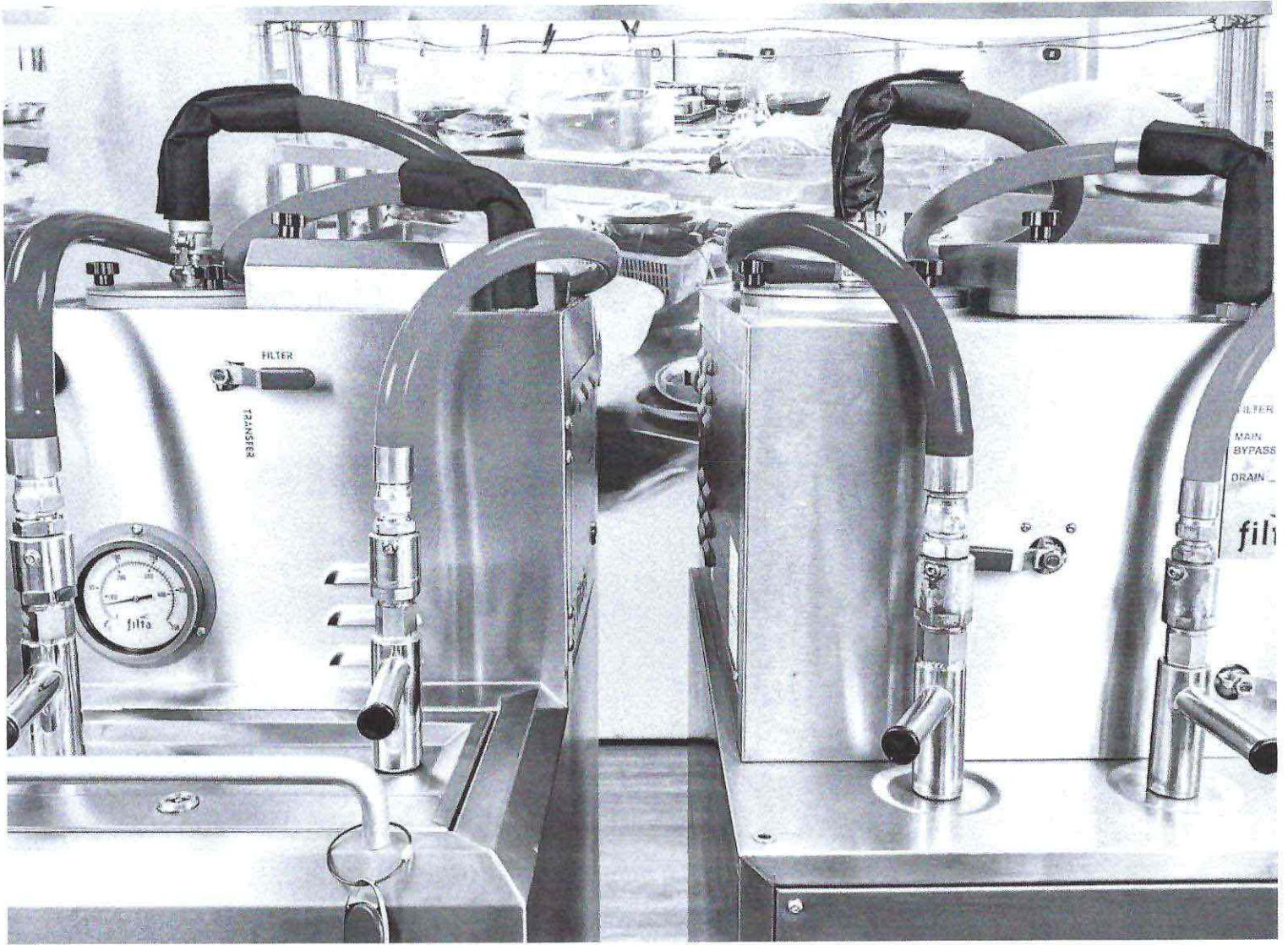
Any missing or damaged swivels must be replaced

The casters for the wheels should be free from grease and dirt

Dirty Casters must be cleaned

Wheels must be clean be free of damage and have sufficient tread, they must be blue or black

Wheels with damage or excessive wear must be replaced

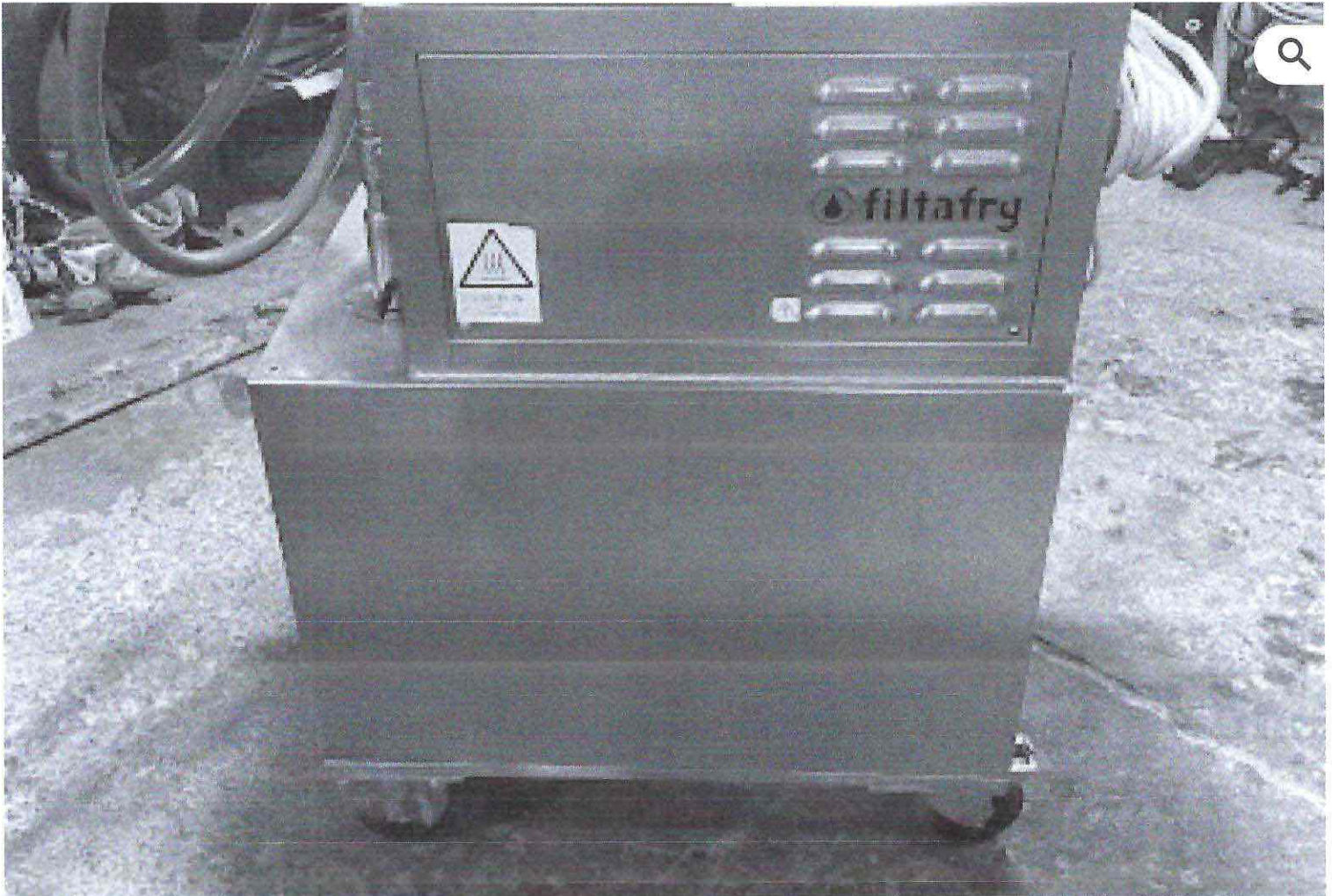


Excellent



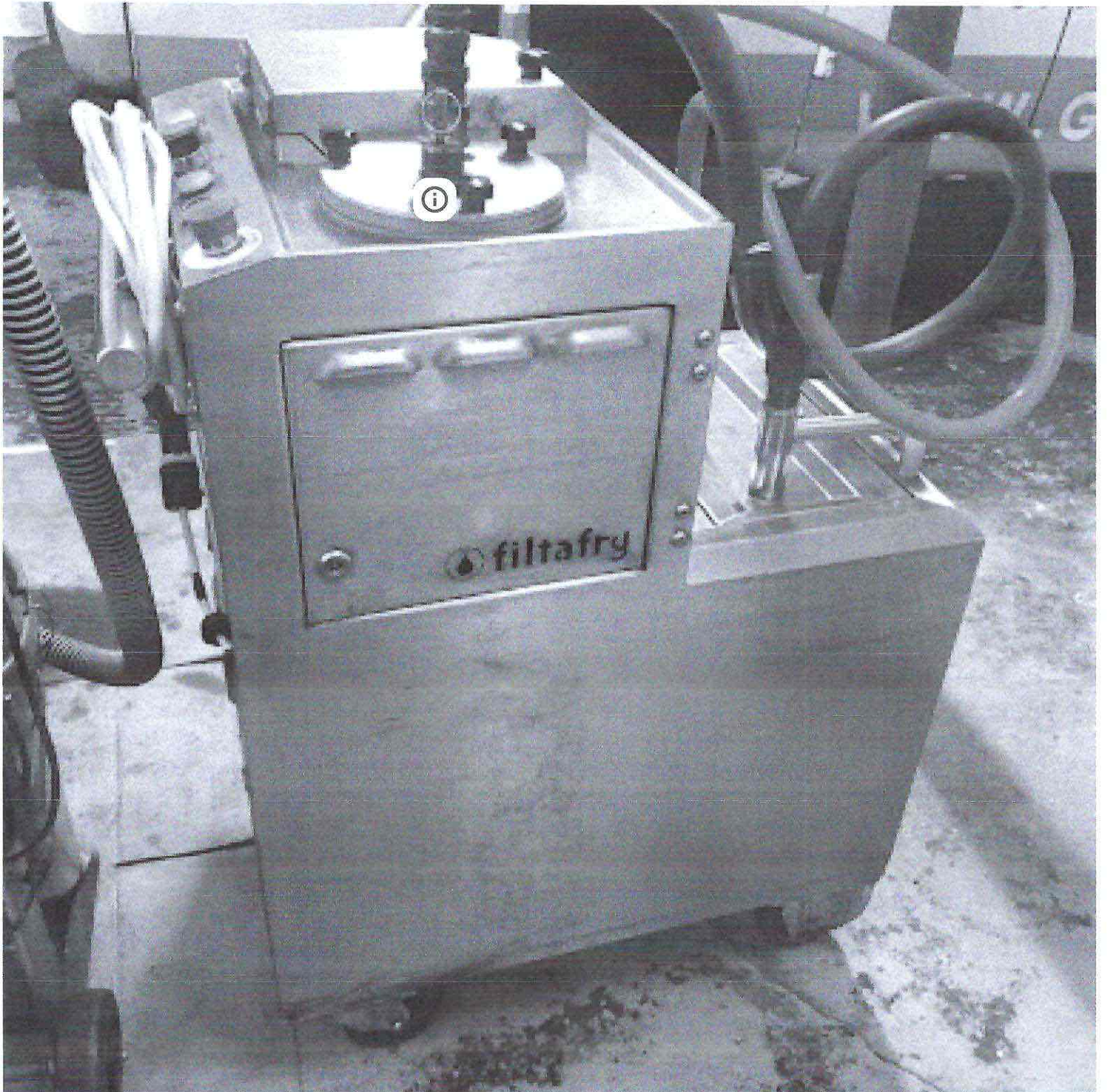
All Owners Must Begin Using The Service App To Record Service Details Starting January 1, 2025

Schedule



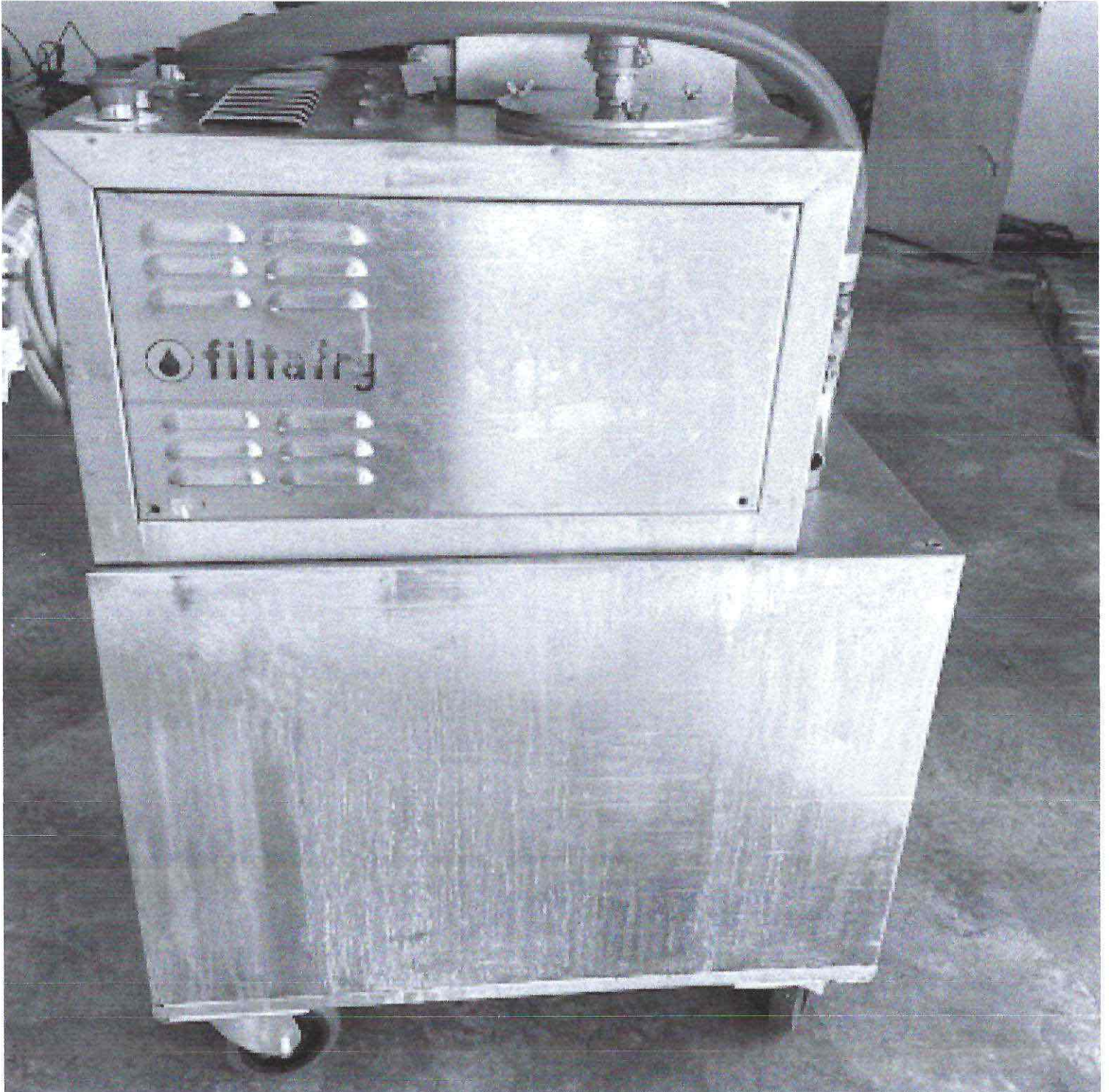
clean body

Acceptable



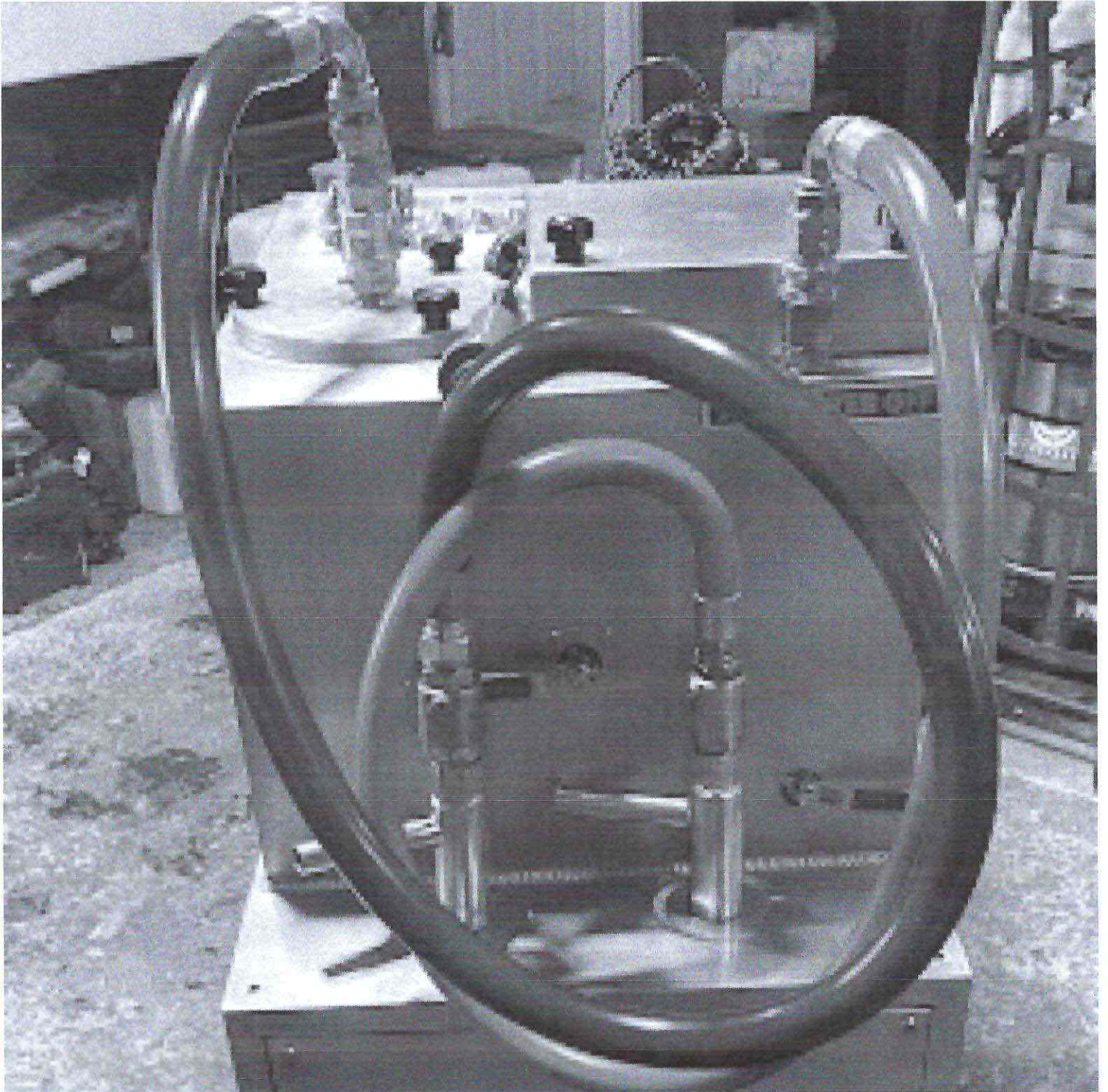
some residue

Correction Required



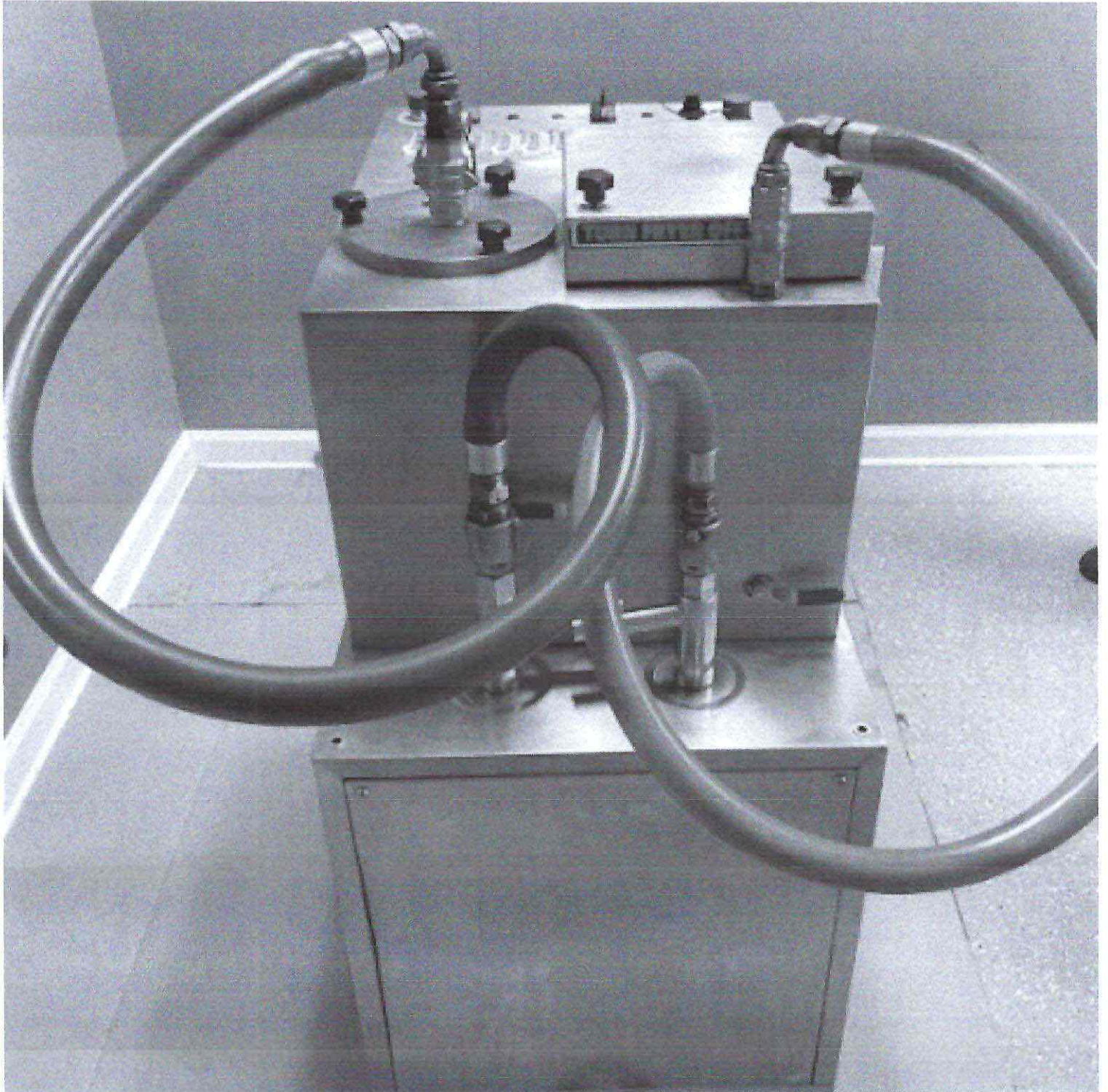
excessive residue

Excellent



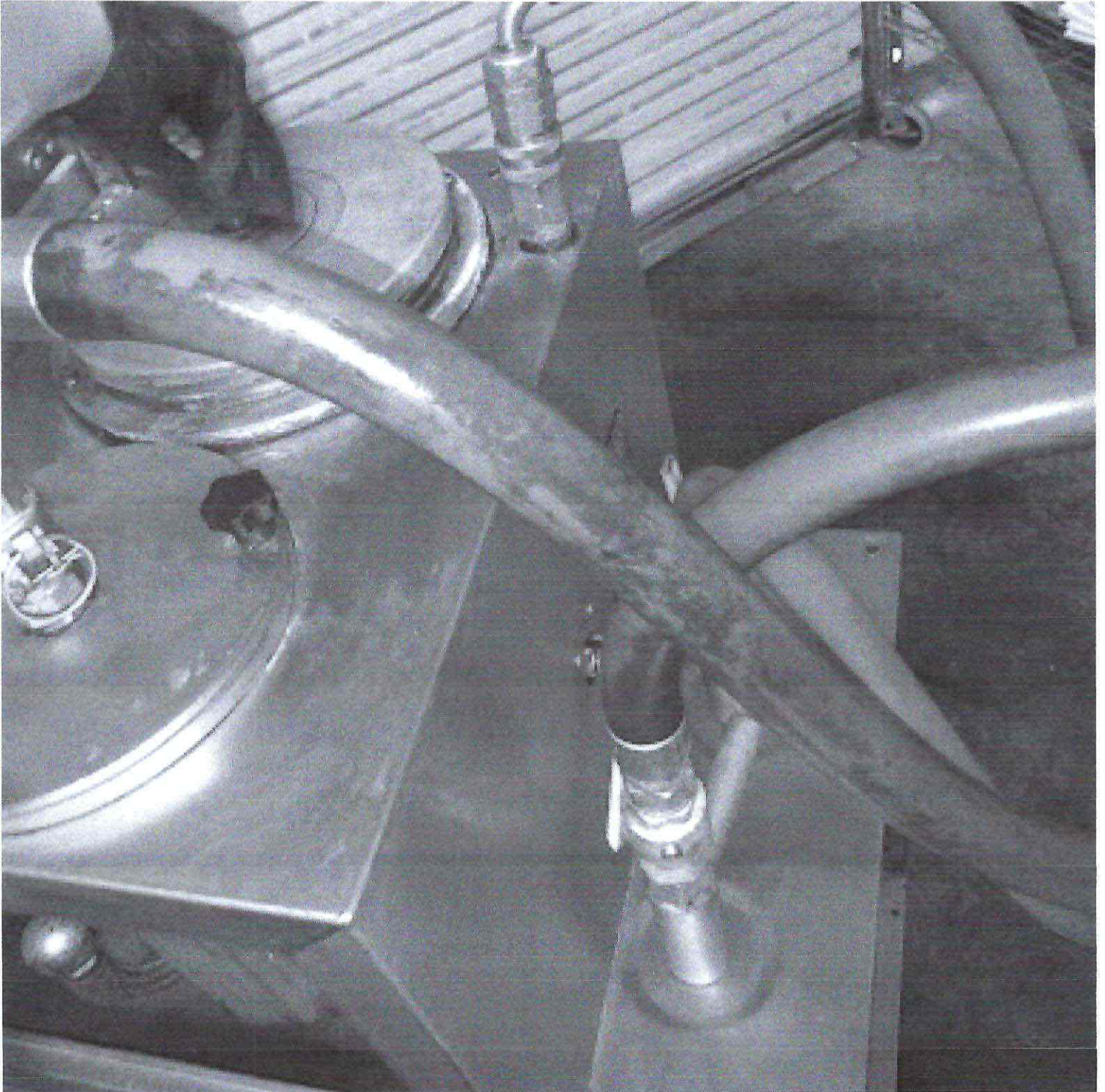
clean hoses with swivels

Acceptable



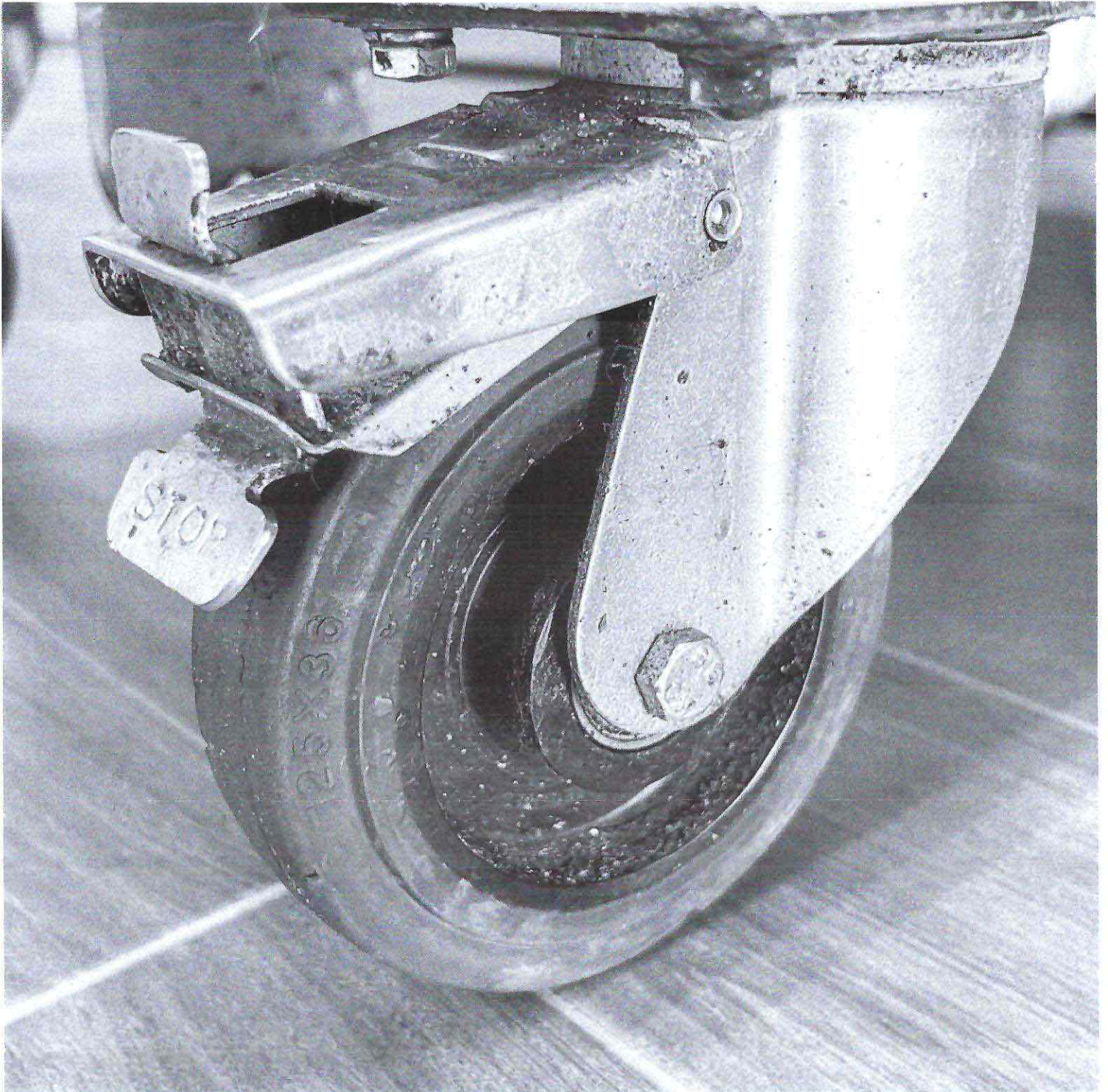
some residue on hoses

Correction Required



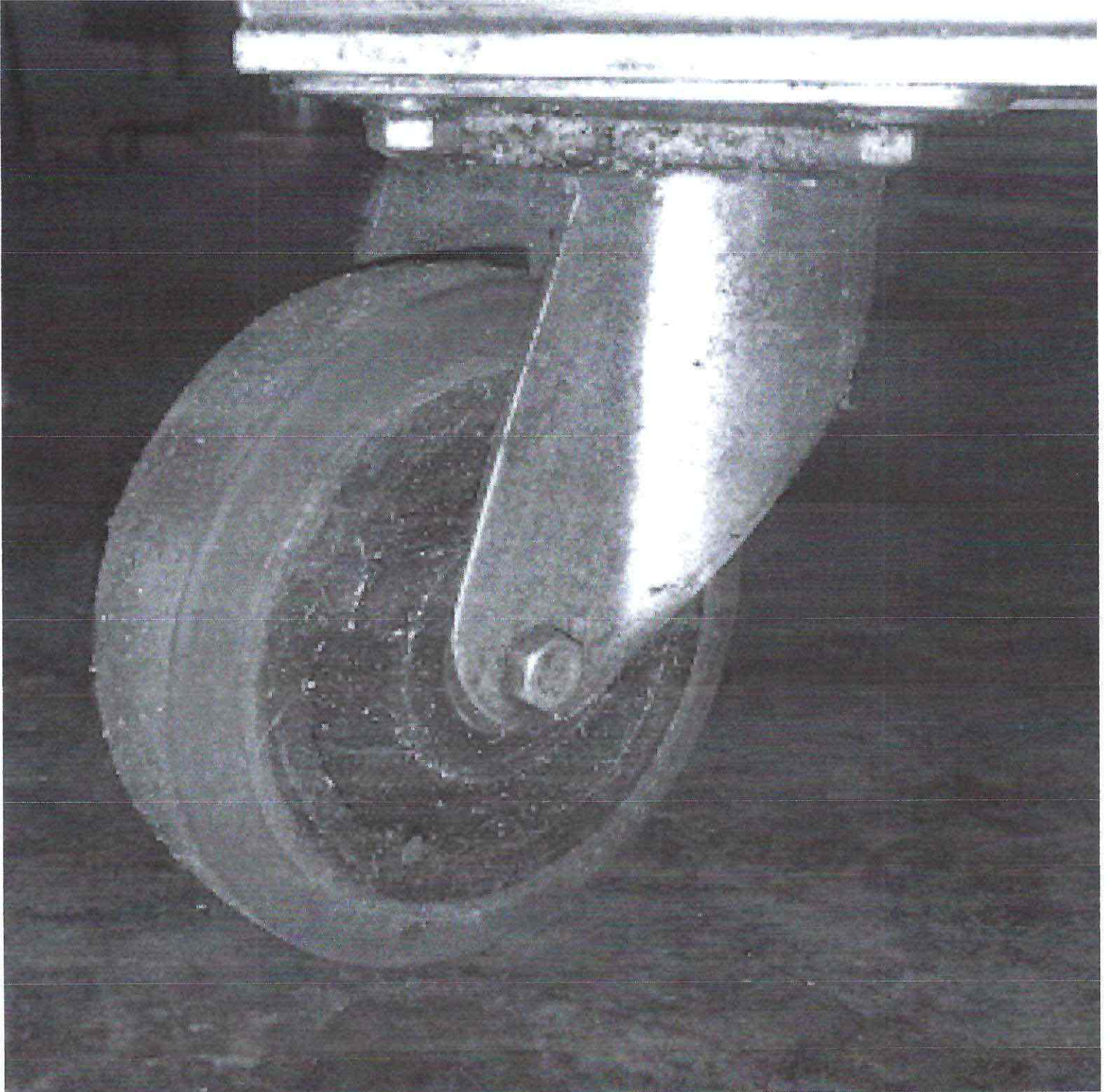
major residue and faded hoses

Acceptable



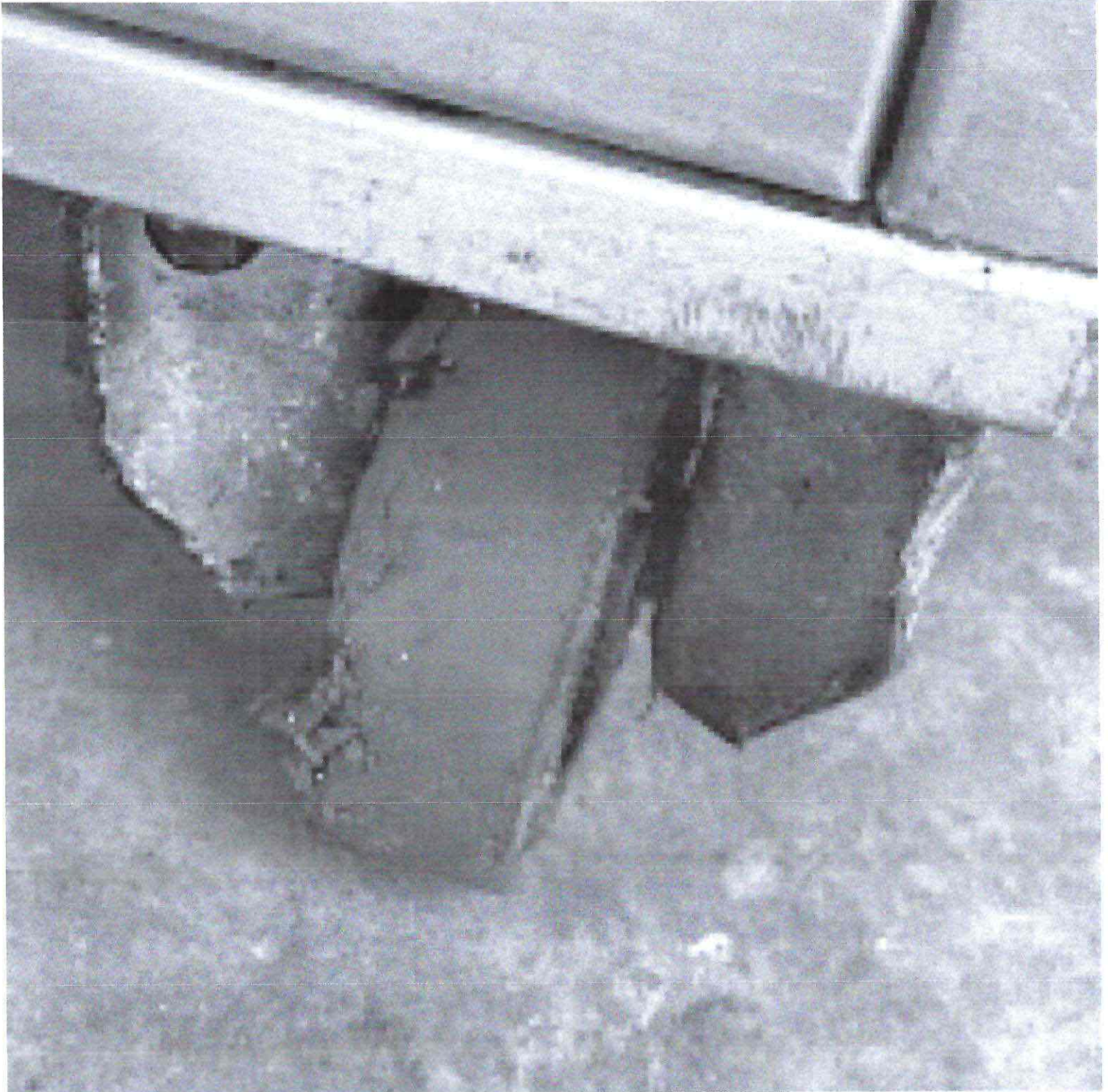
minor residue

Correction Required



excessive residue

Correction Required



damaged wheel

Top of MFU Pre-filter, Main-filter, Buttons

The top of the unit should be free of grease and residue

- Problem areas are often the rim around the pre-filter and the main pot

Each of the buttons at the back of the unit will be tested for functionality.

- The Emergency stop button must stay down when depressed & release when twisted clockwise

The discharge toggle on the front of the Gen4 must have its knob

- Missing knobs must be replaced

When power is available the functionality of the unit's buttons and lights will also be tested.

- MFUs, where the buttons are not cleaned and maintained, can malfunction

The pre-filter and main filter will need to be opened for examination

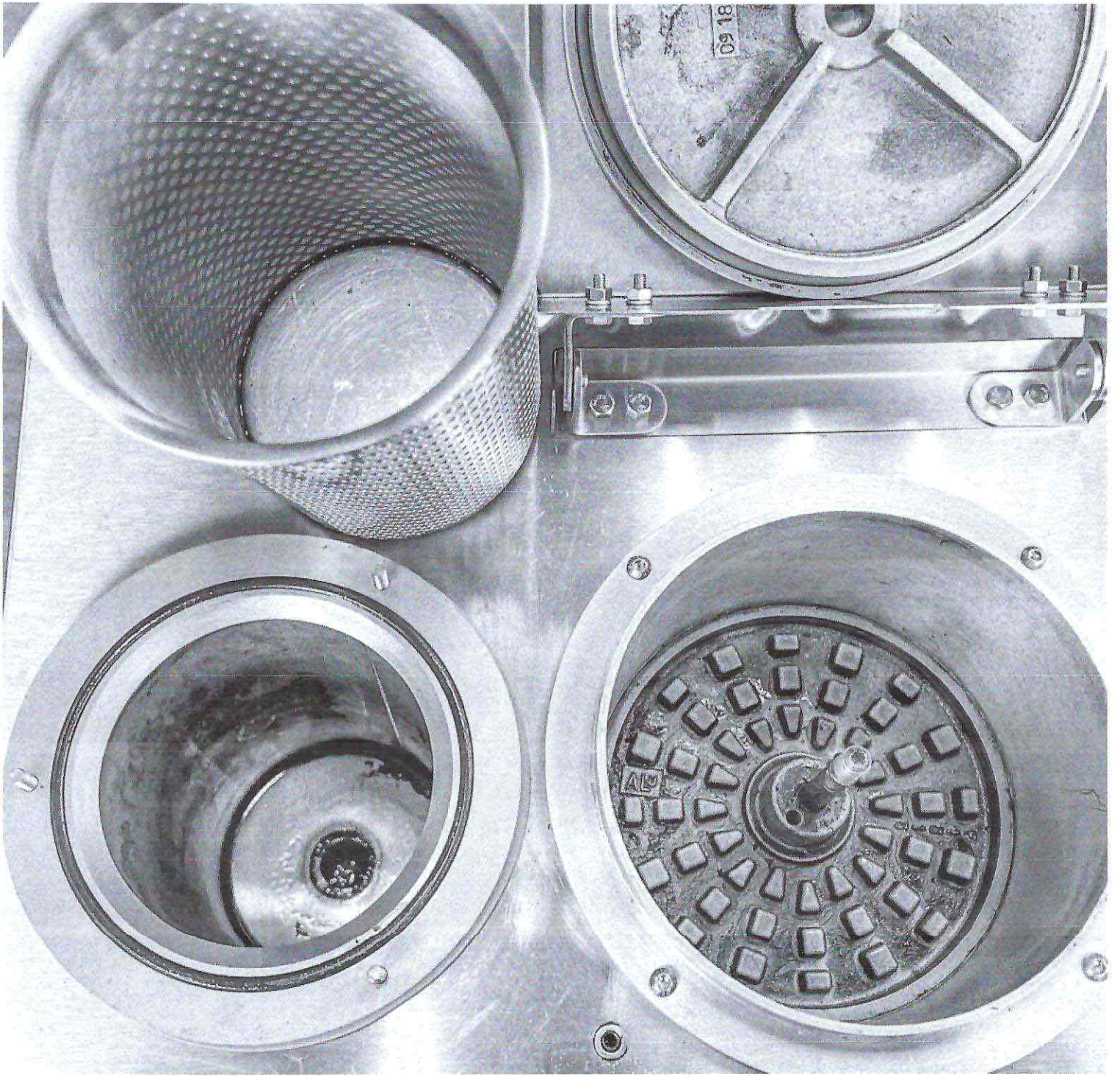
The pre-filter basket and housing should be free of debris and oil residue

- Dirty pre-filter baskets and housing must be cleaned

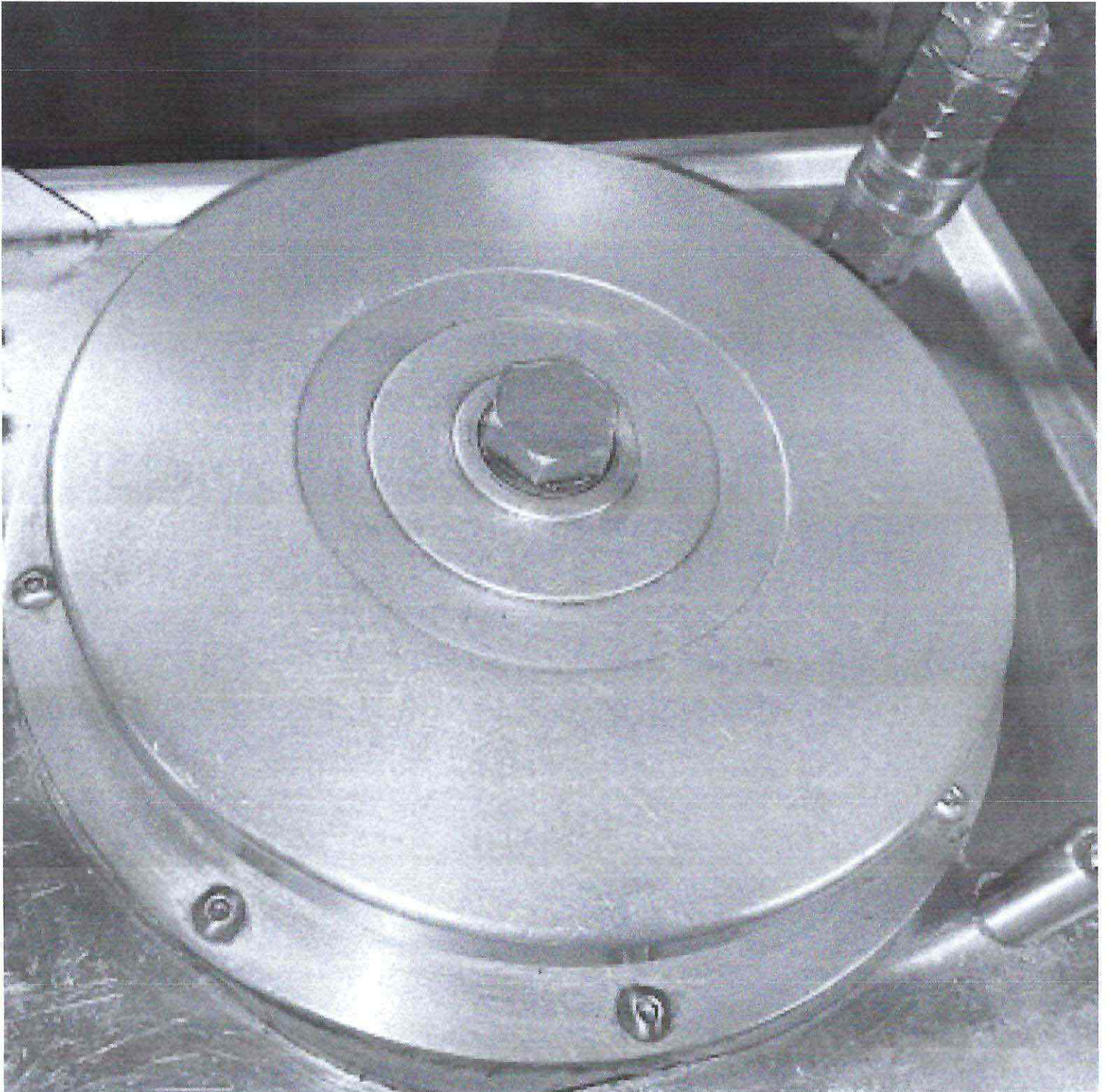
The Main filter lid must be clean and free of residue and the seal in good condition

- Dirty lids must be cleaned and worn seals must be replaced

The main filter pot must also be free of grease buildup and if dirty a cleaning will be required

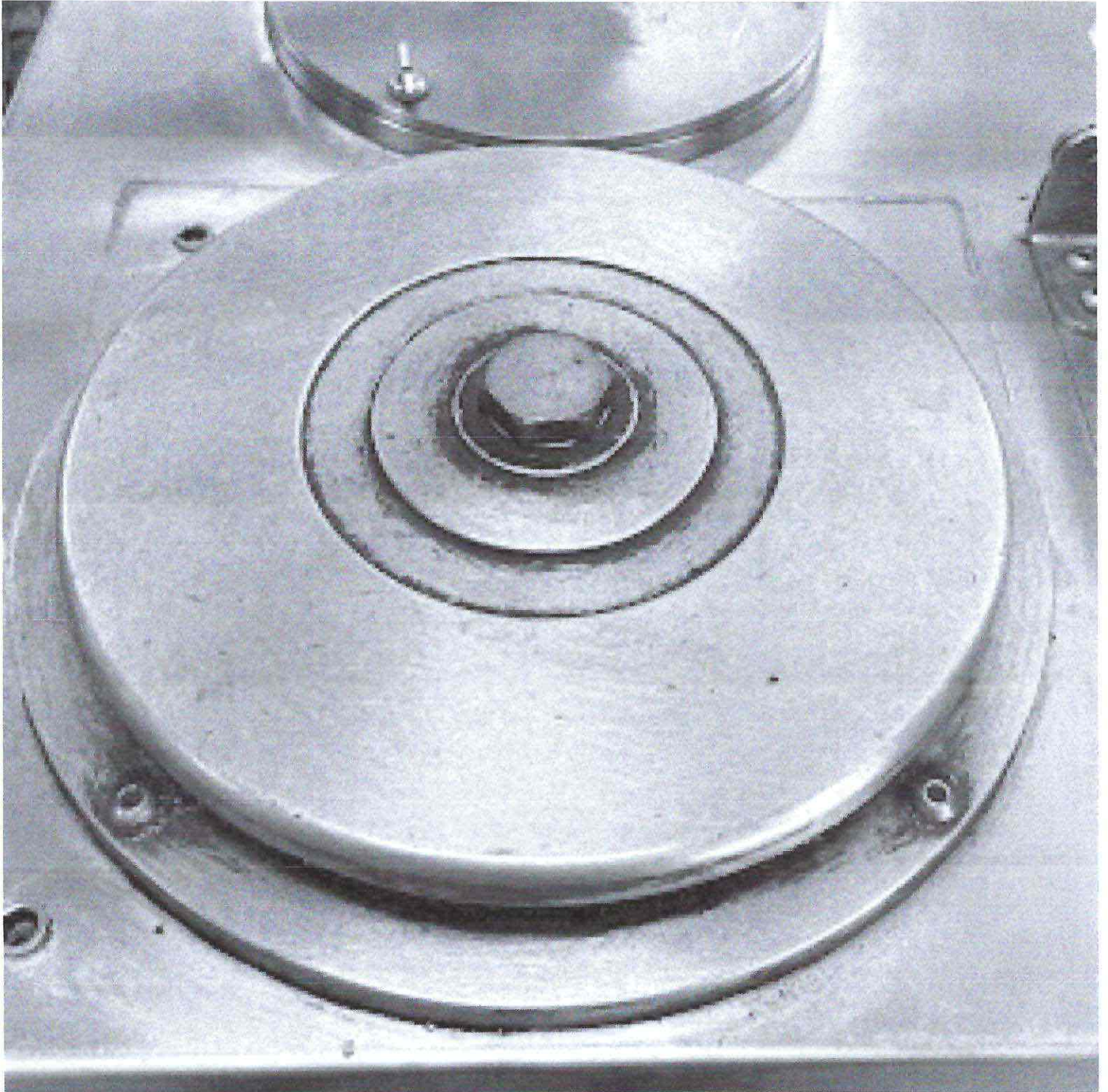


Excellent



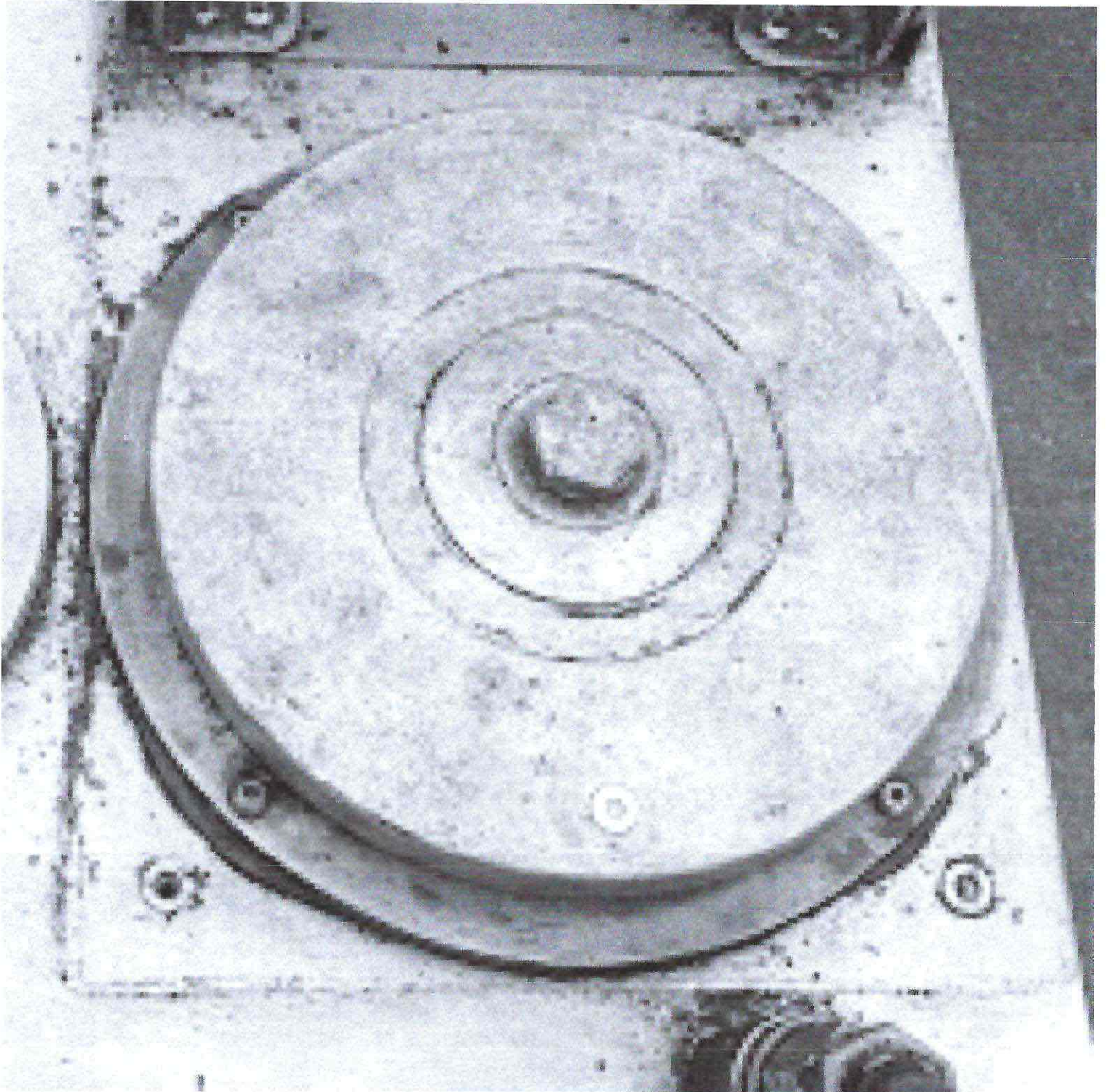
no residue

Acceptable



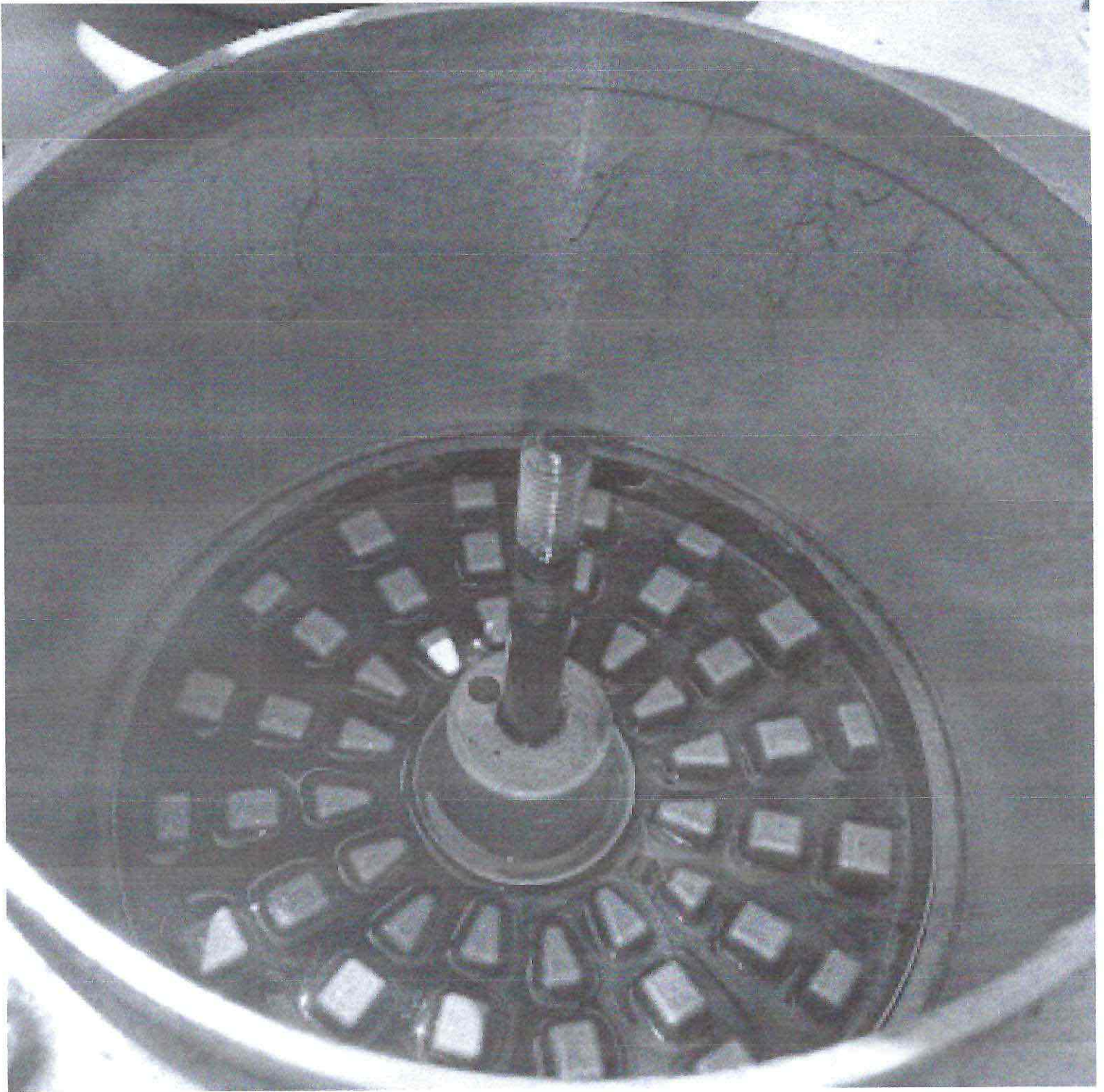
some residue

Correction Required



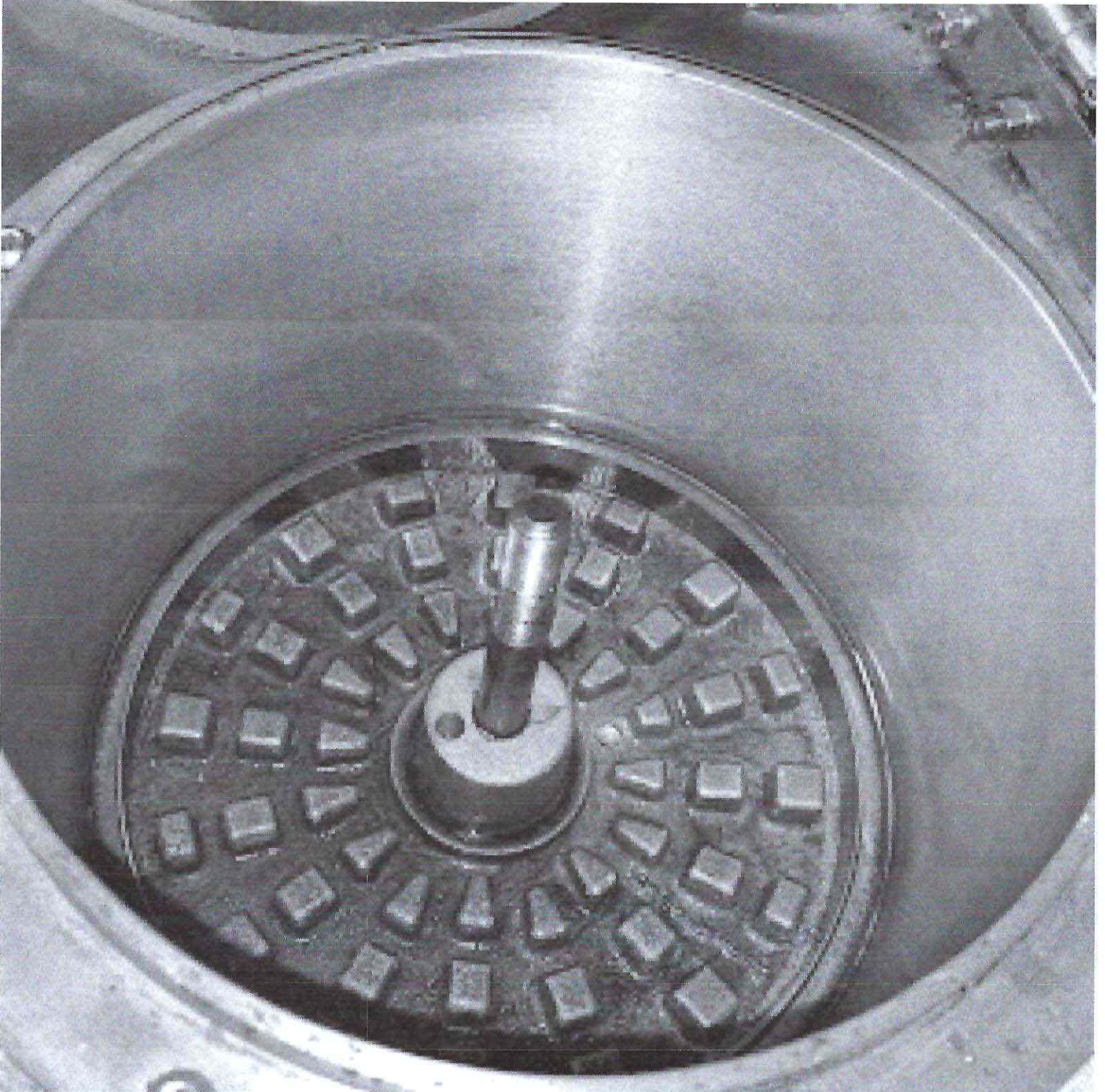
excessive residue

Excellent



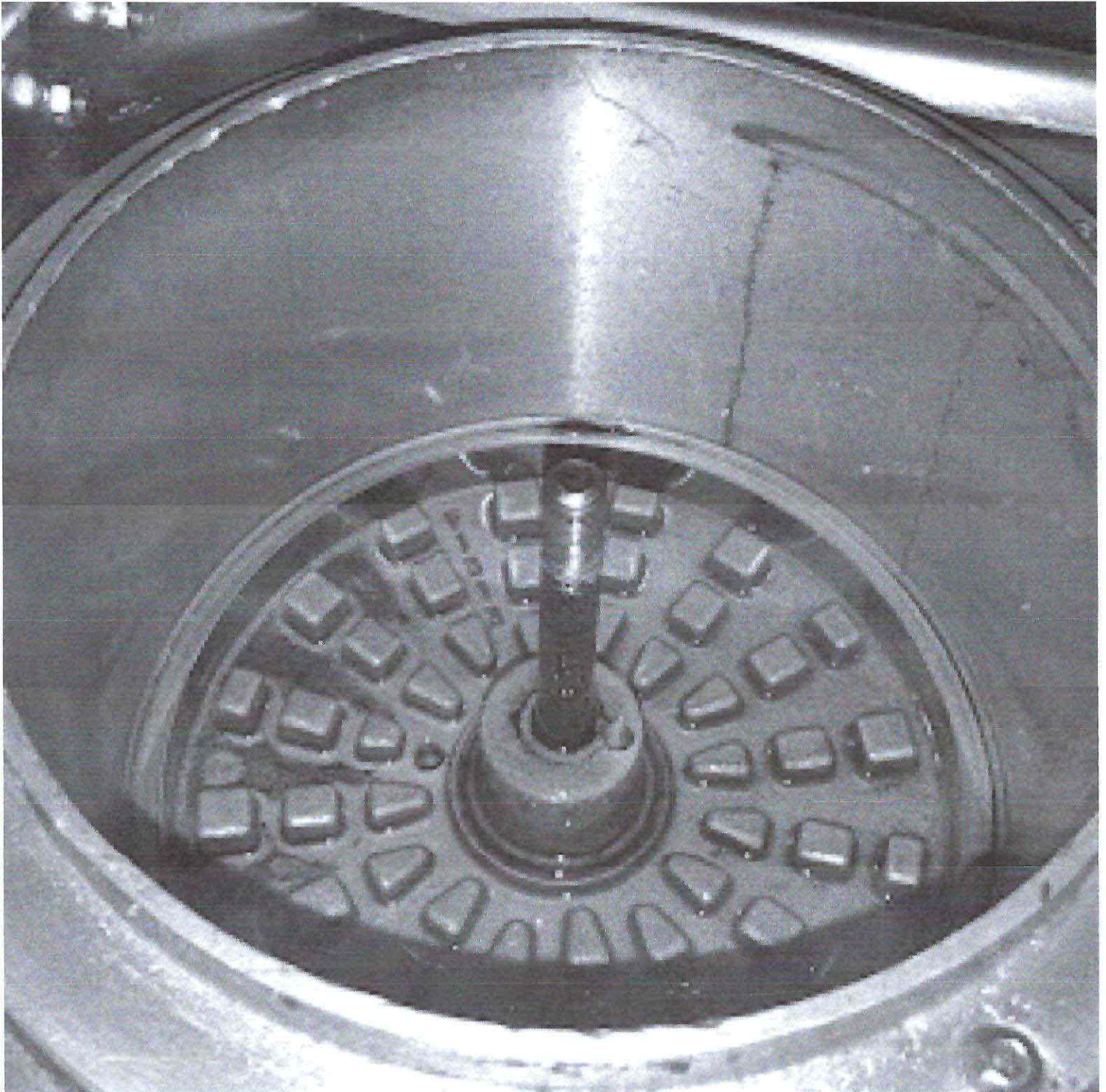
no residue on wall

Acceptable



some residue on wall

Correction Required



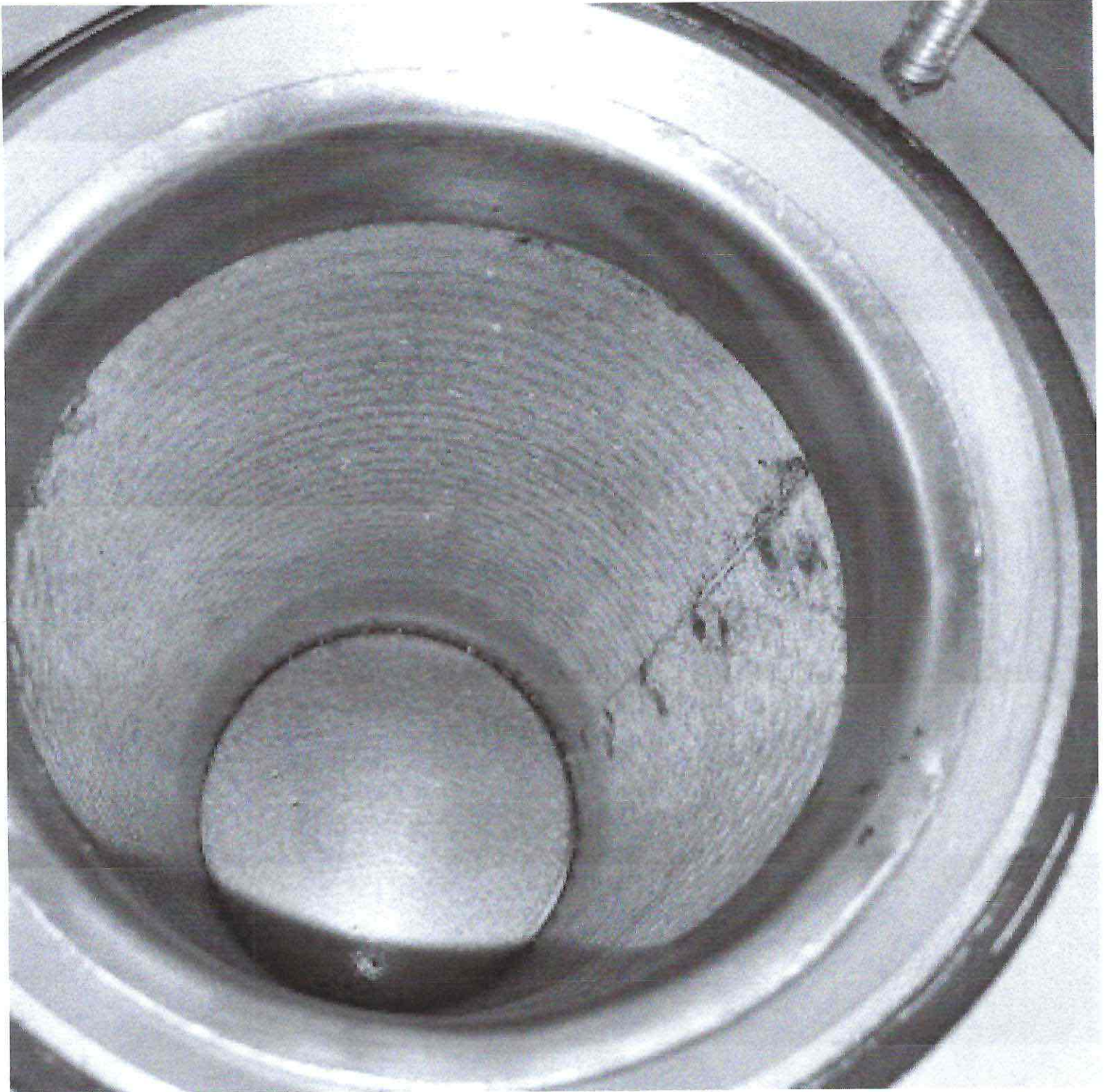
excessive residue on wall

Correction Required



worn / flattened seal

Excellent



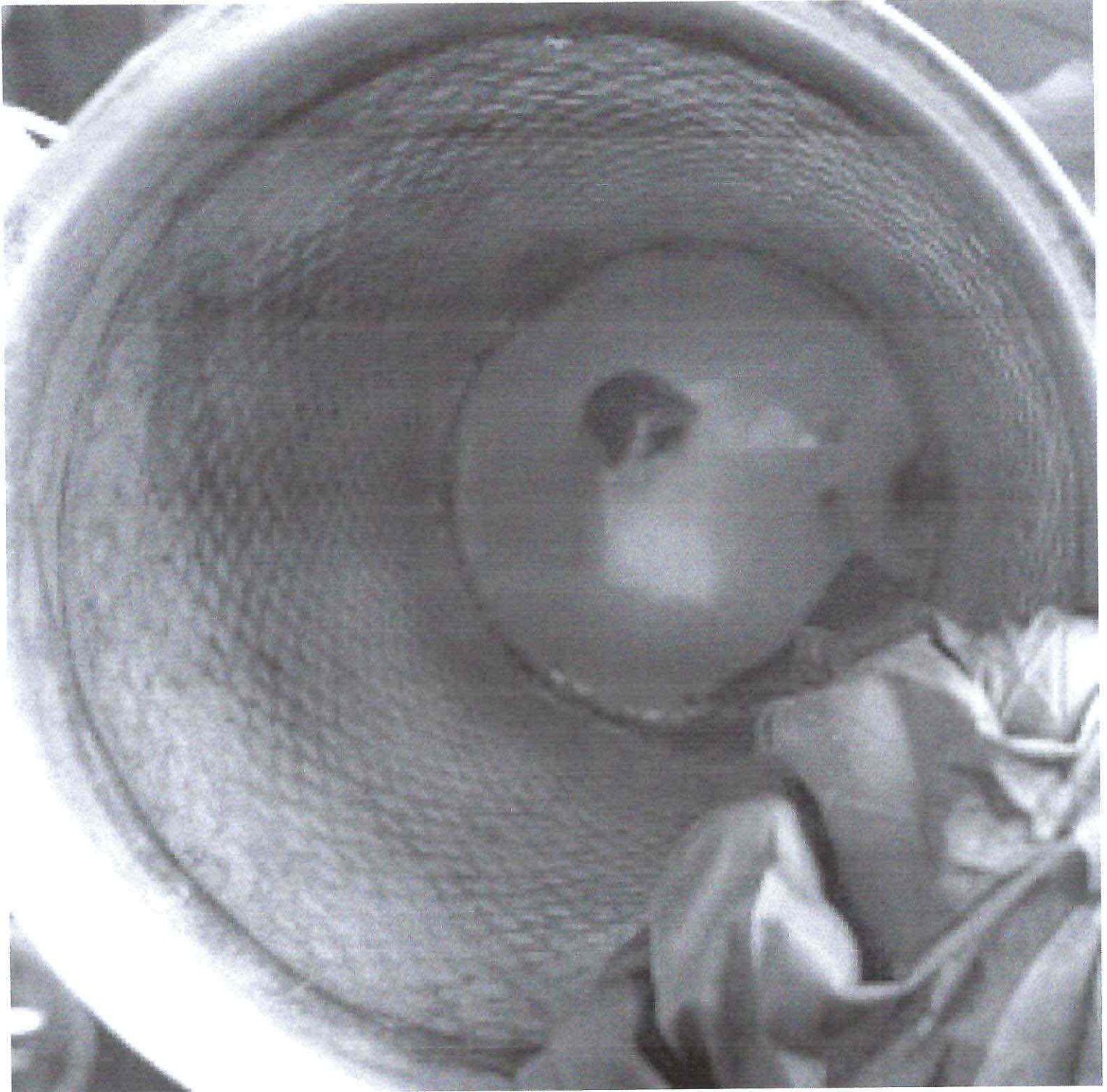
no residue

Acceptable



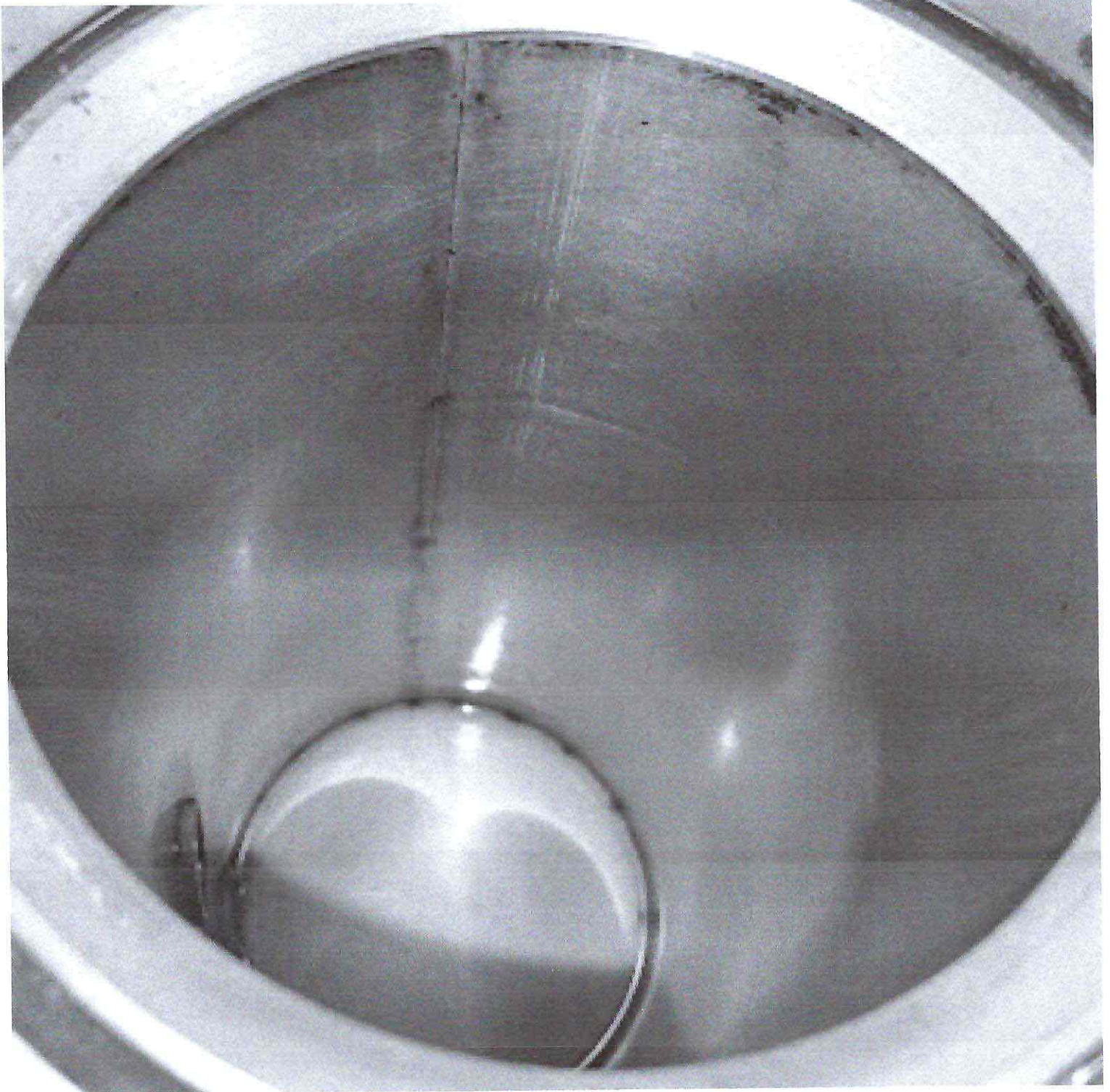
some residue

Correction Required



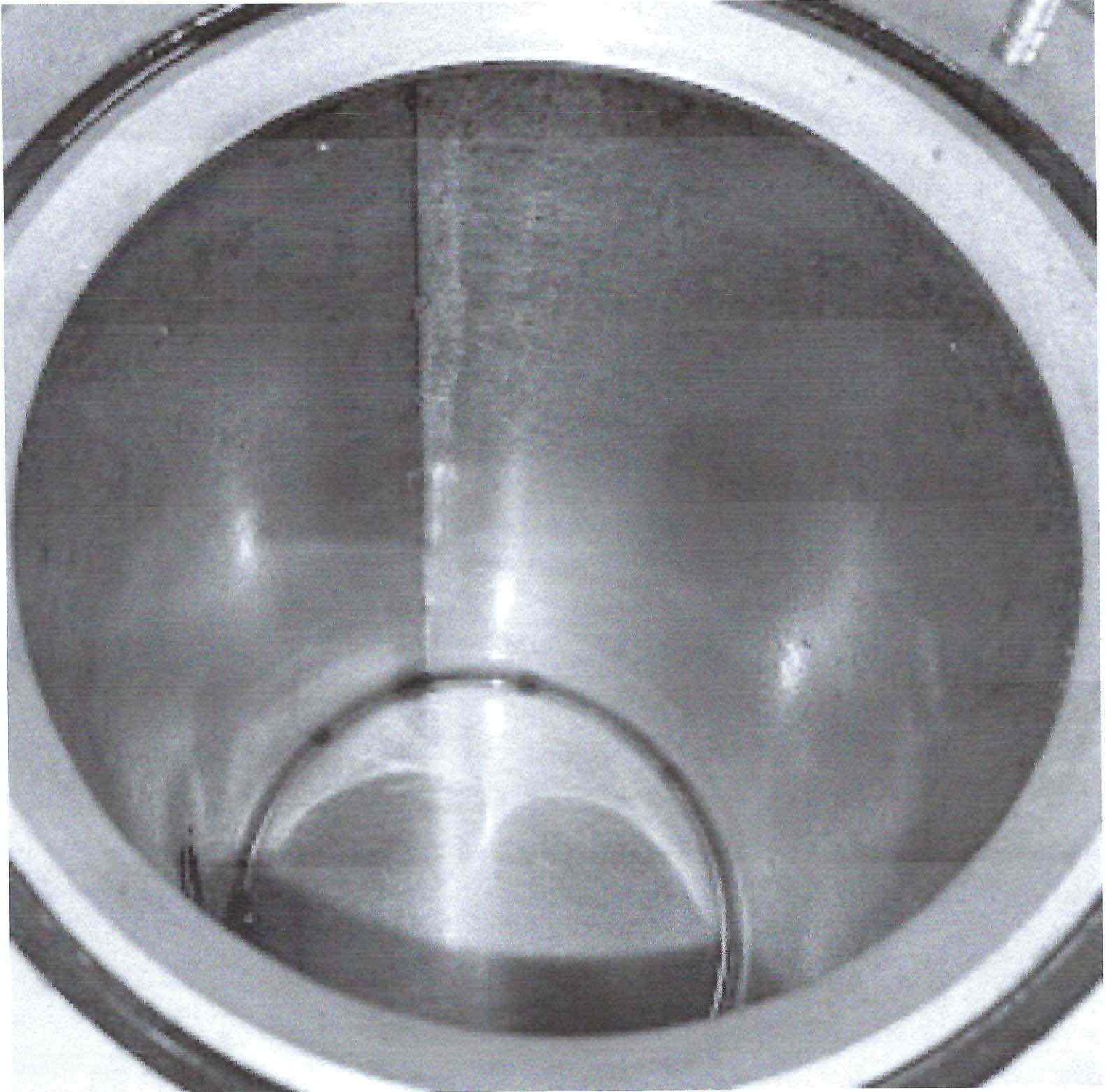
excessive residue

Excellent



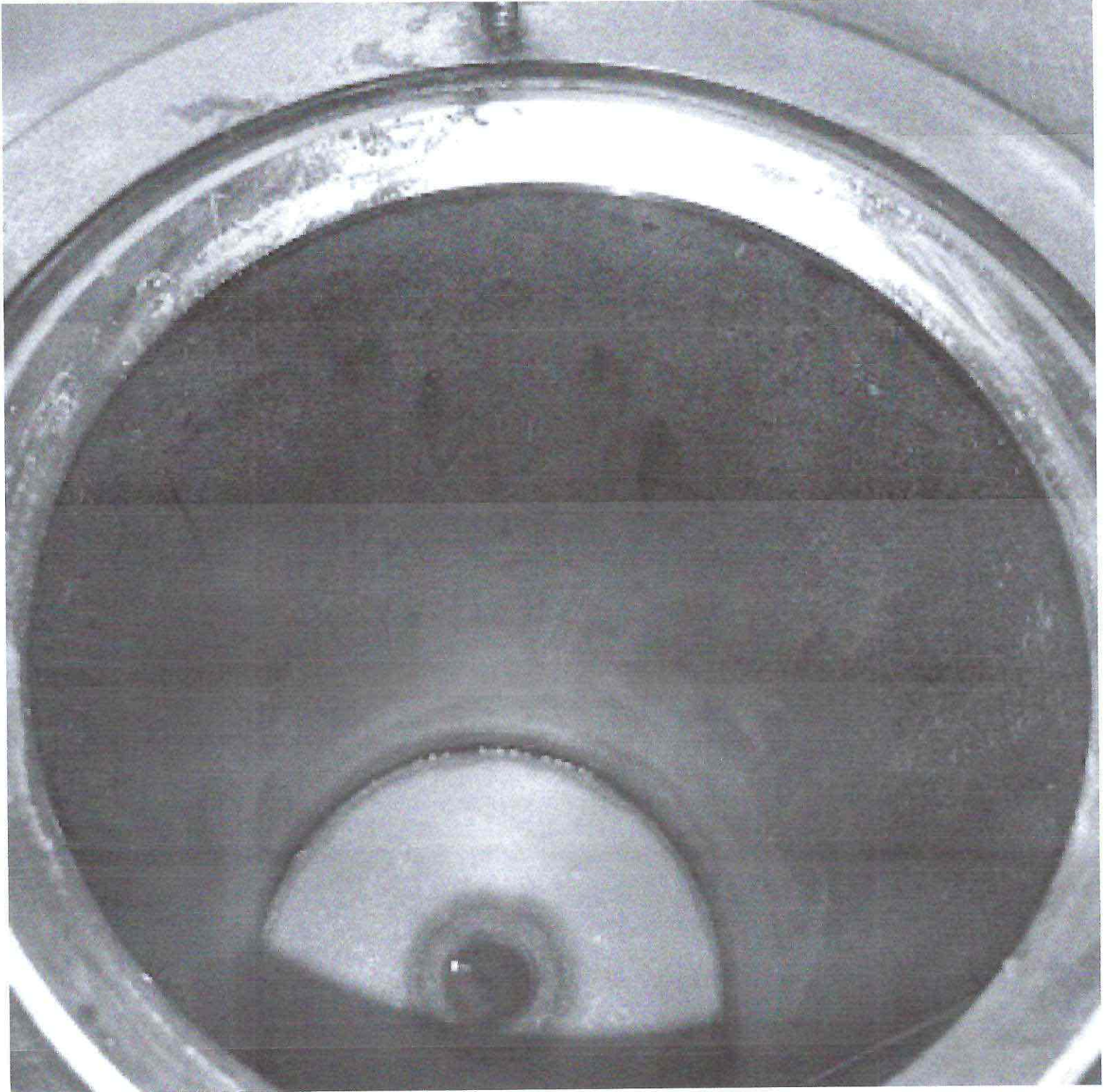
no residue on wall

Acceptable



some residue on wall

Correction Required



excessive residue on wall

MFU Tank & Sensors/Switches

The interior of tanks must be clean and clear of grease buildup

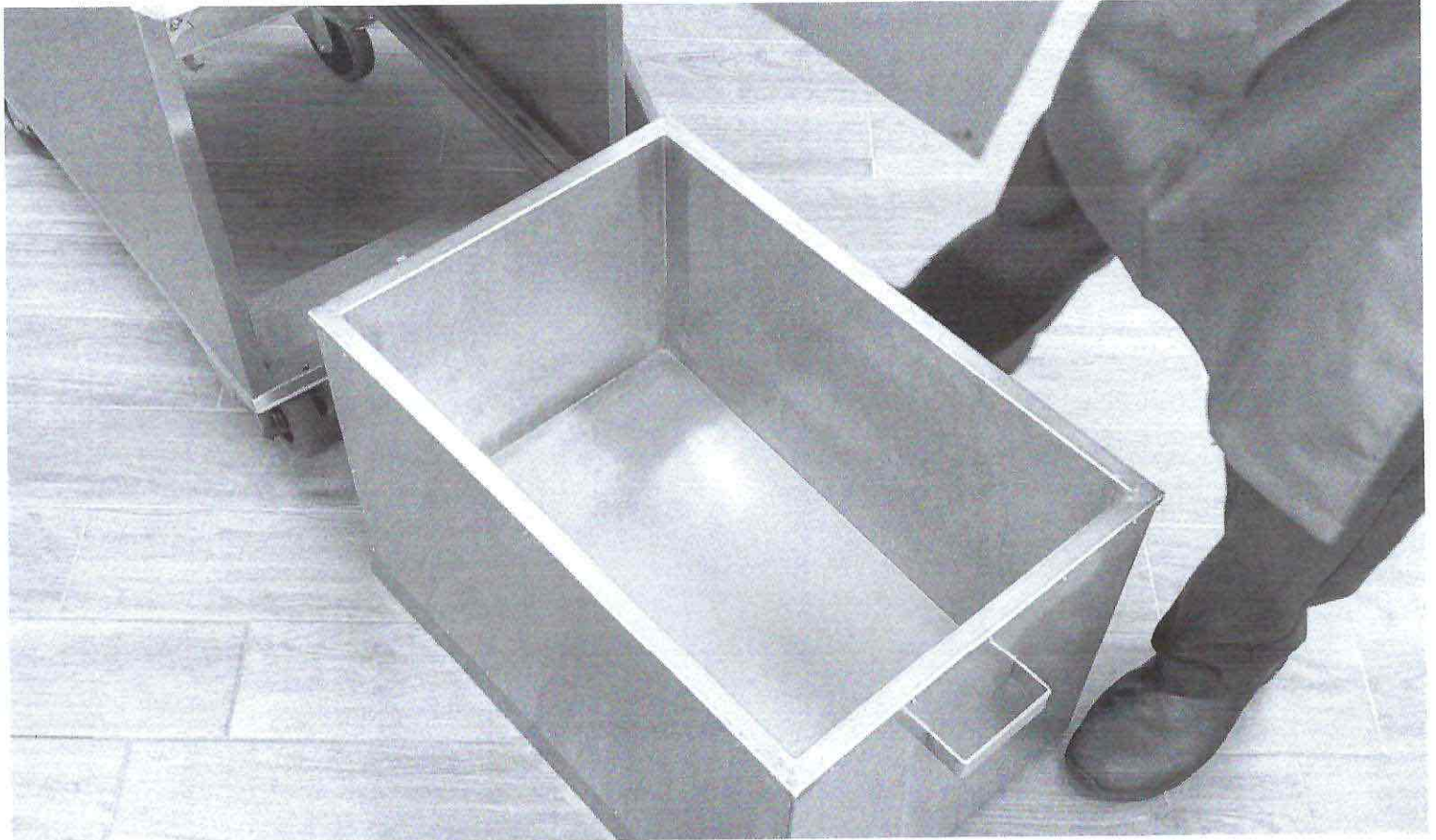
Residual grease from recent service is acceptable but the floor, walls, and tops of the tank should be clear of buildup - all buildup must be removed

Tank and lance microswitches/sensors must be free of grease buildup and function properly

Dirty switches/sensors must be cleaned and malfunctioning, damaged, or missing ones will need to be replaced.

When power is available the inspector may test the functionality of the switches/sensors

While examining the tank microswitch on the Gen3 the internal walls of the unit will be examined for excessive grease buildup.

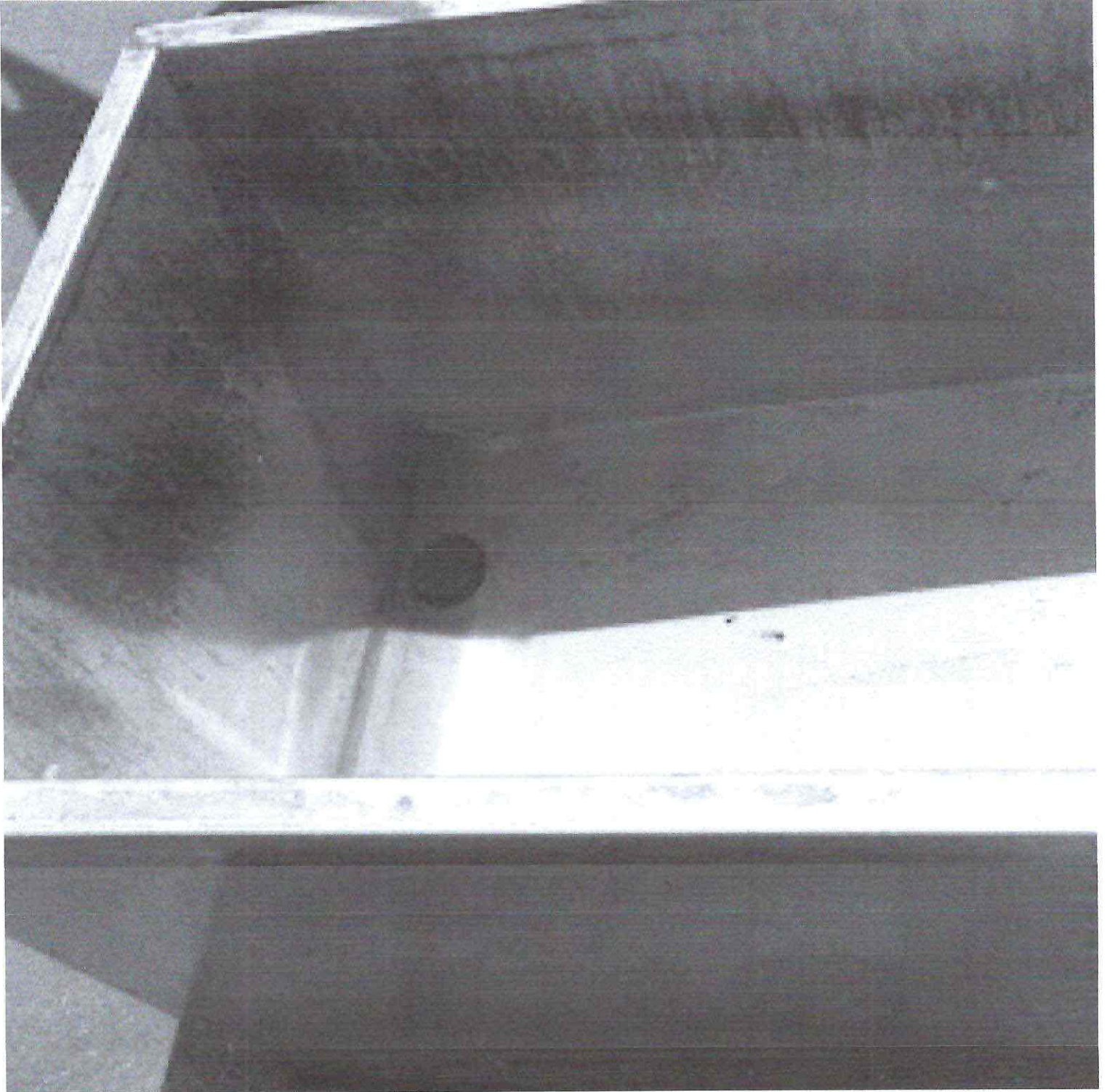


Excellent



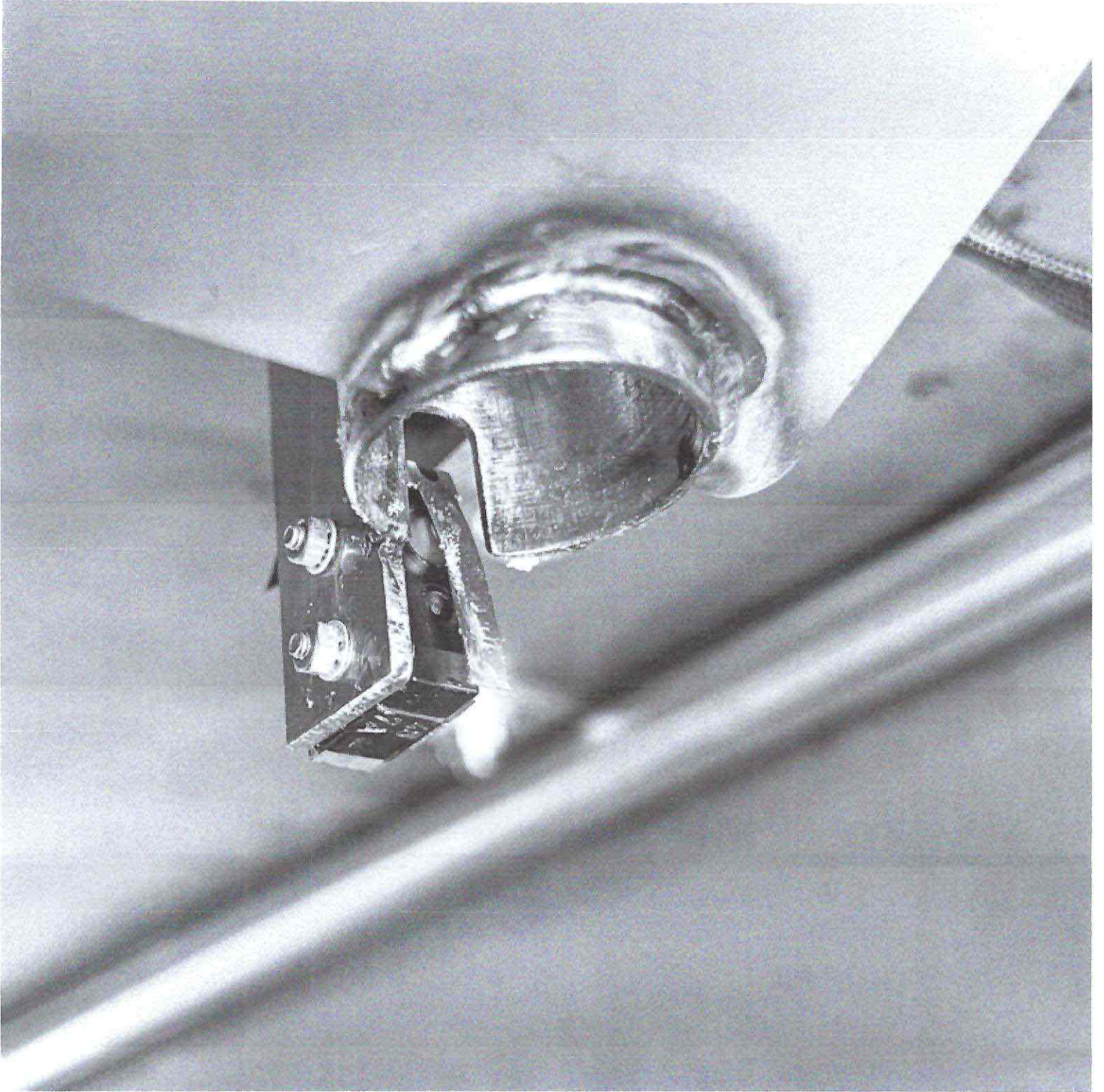
no residue

Correction Required



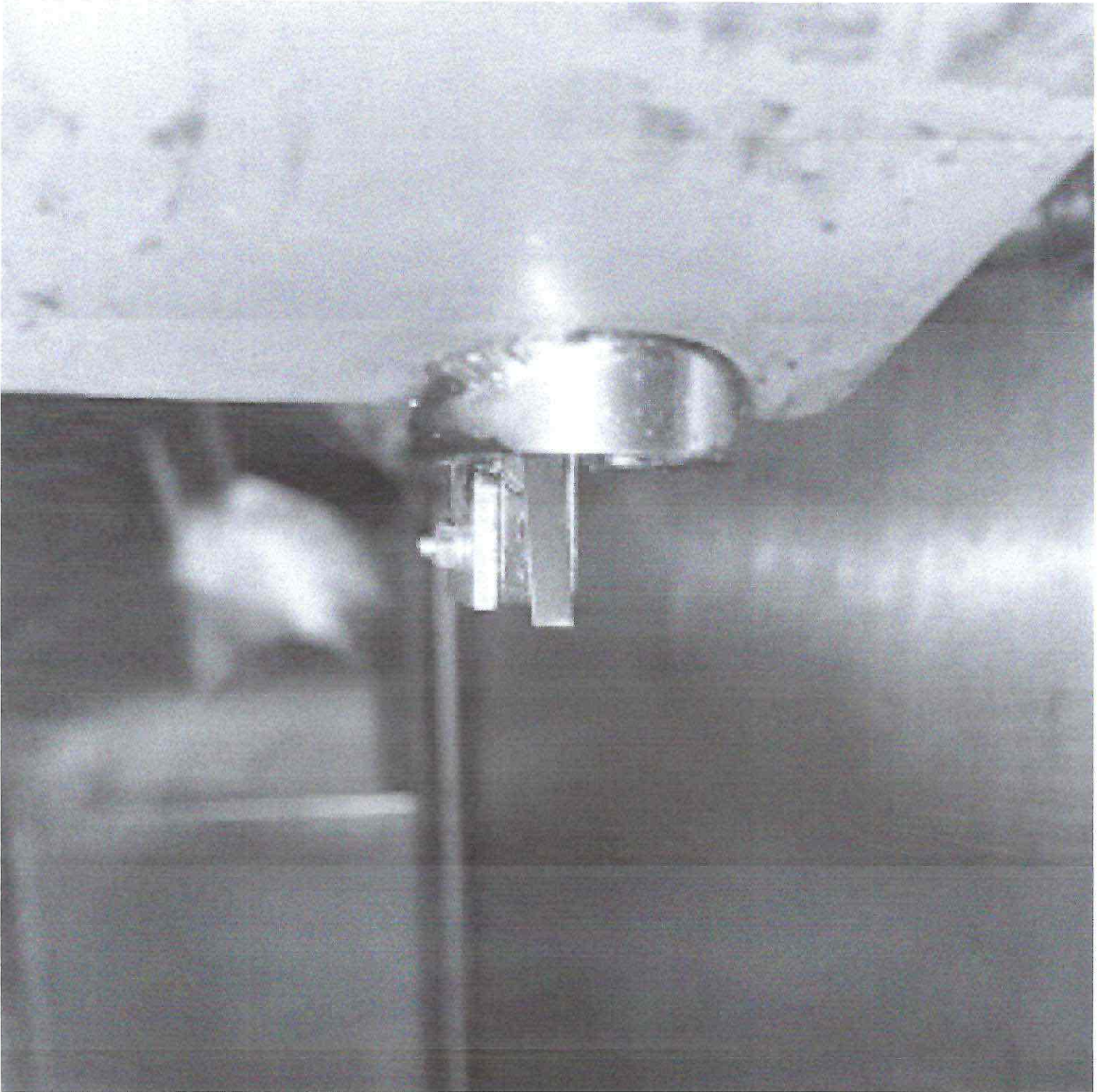
excessive residue

Excellent



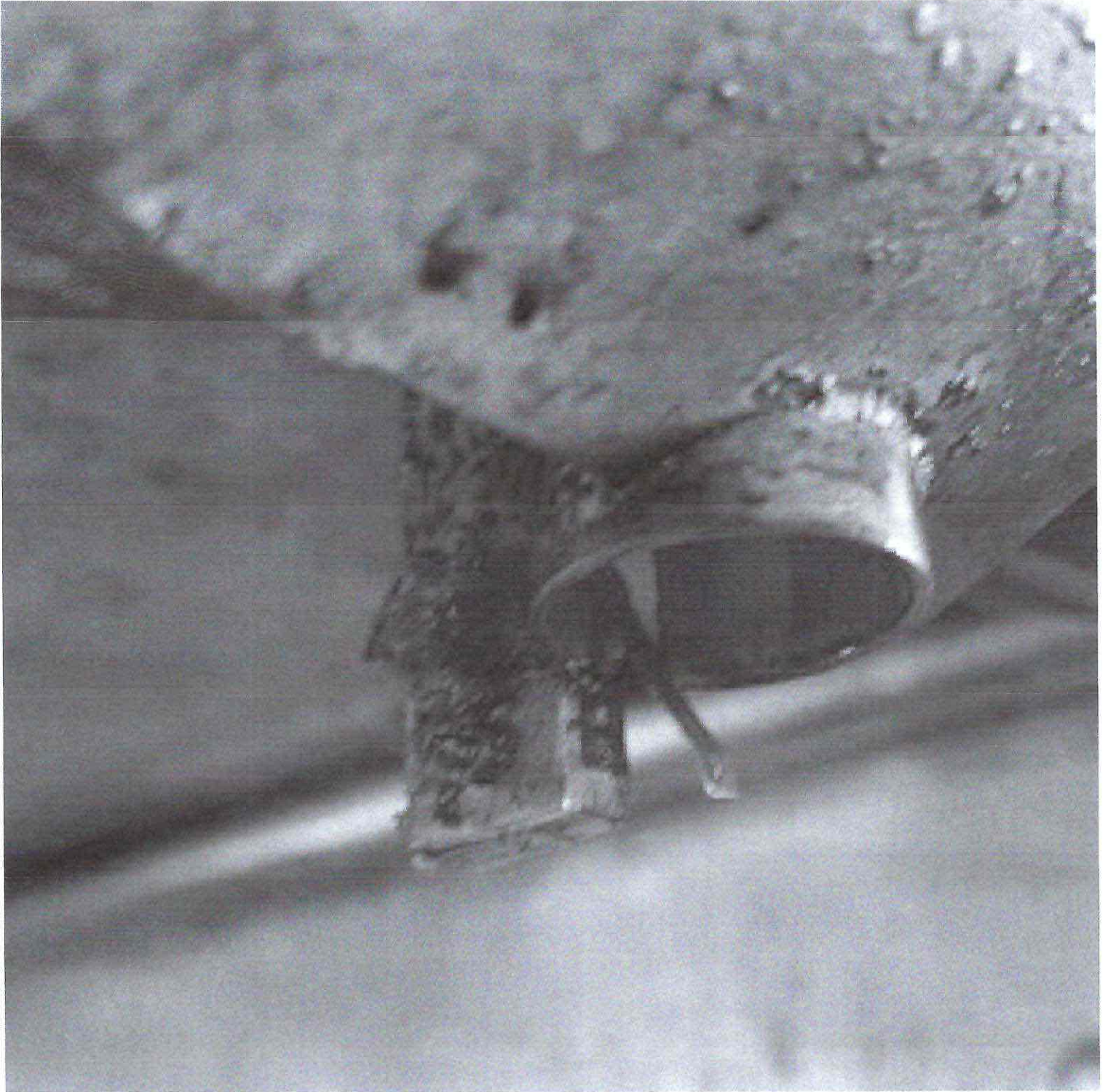
no residue

Acceptable



some residue but switch is clear

Correction Required



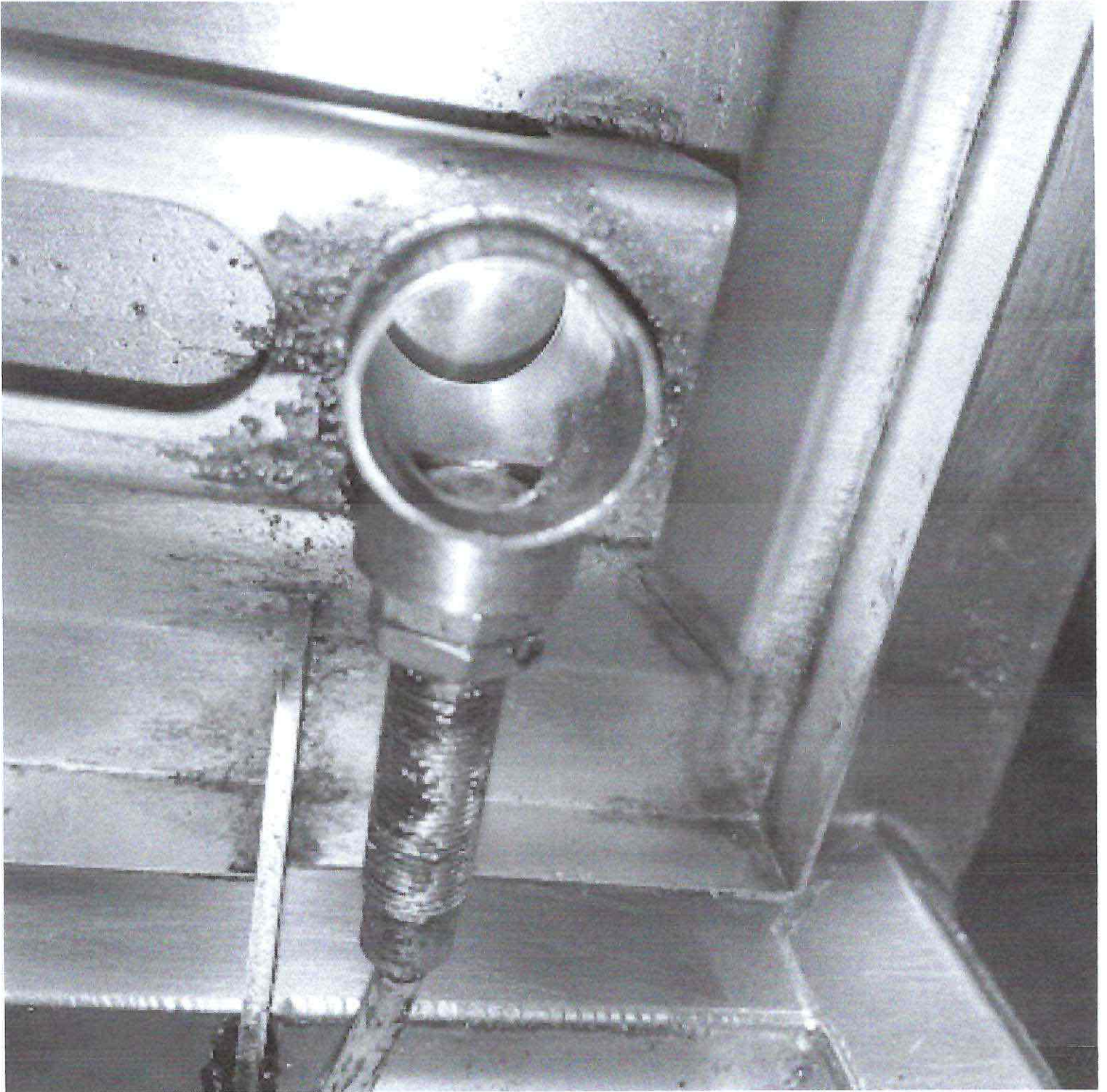
excessive residue on switch

Excellent



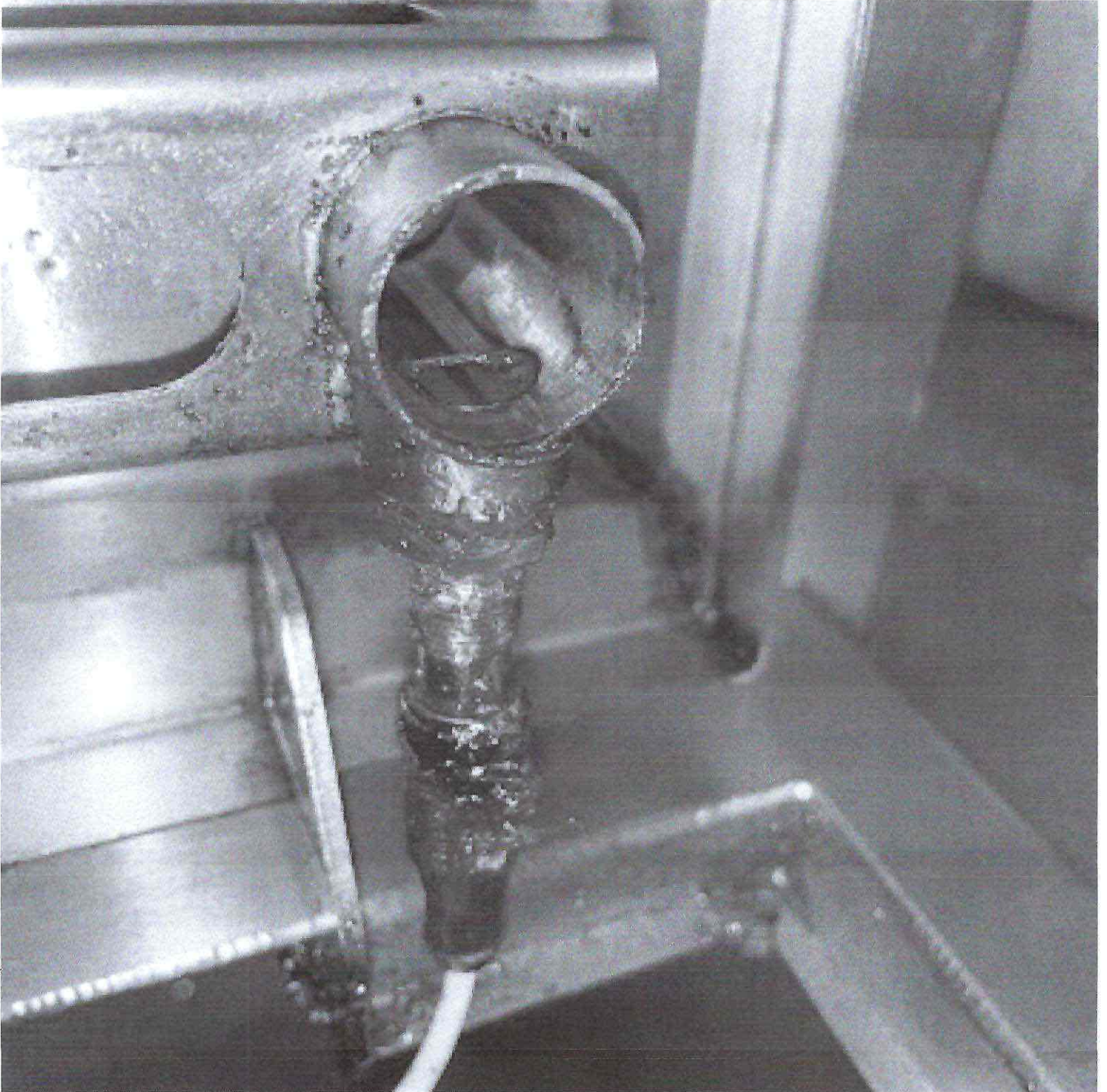
clean sensor

Acceptable



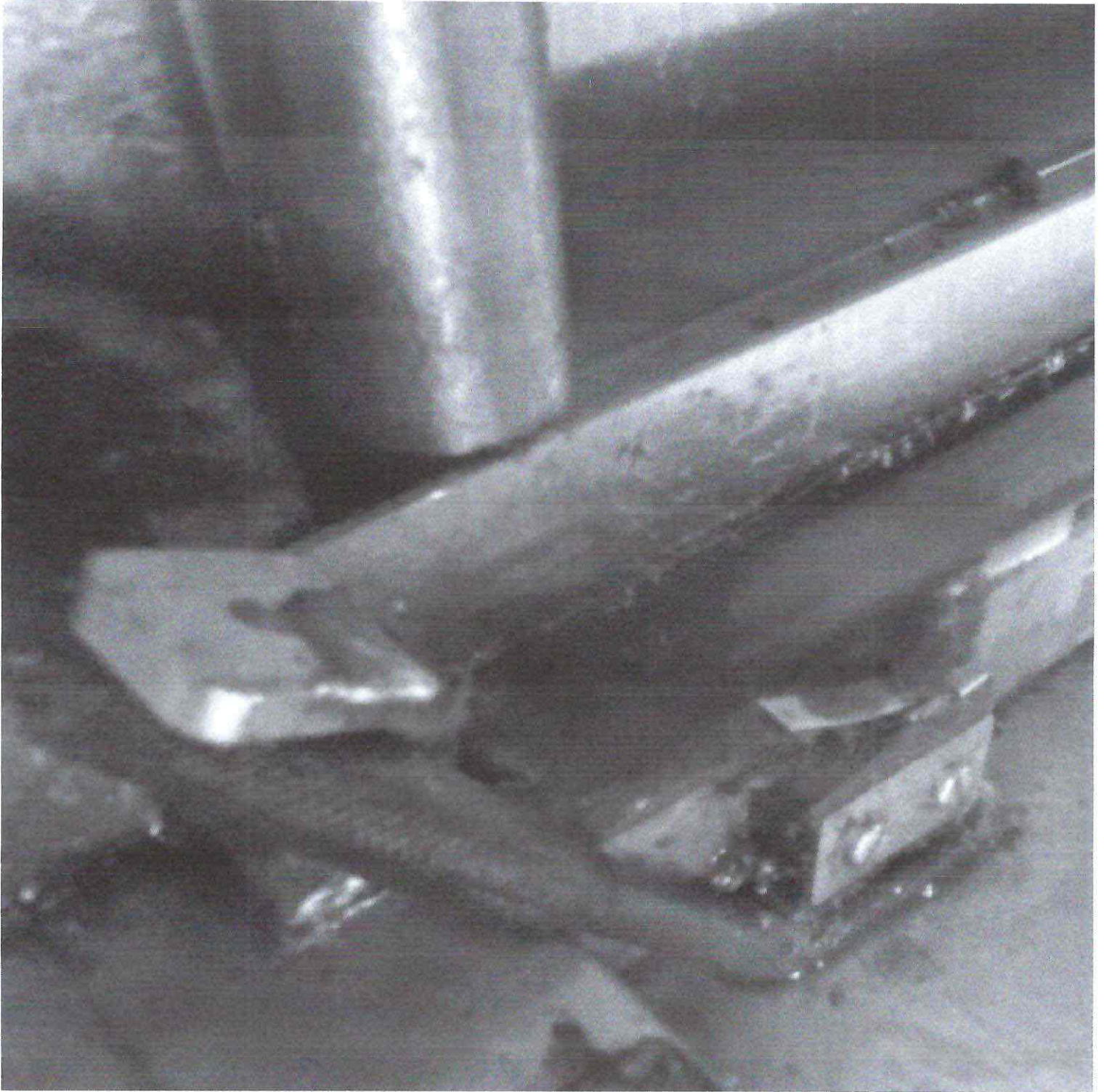
some residue forming (cleaning recommended)

Correction Required



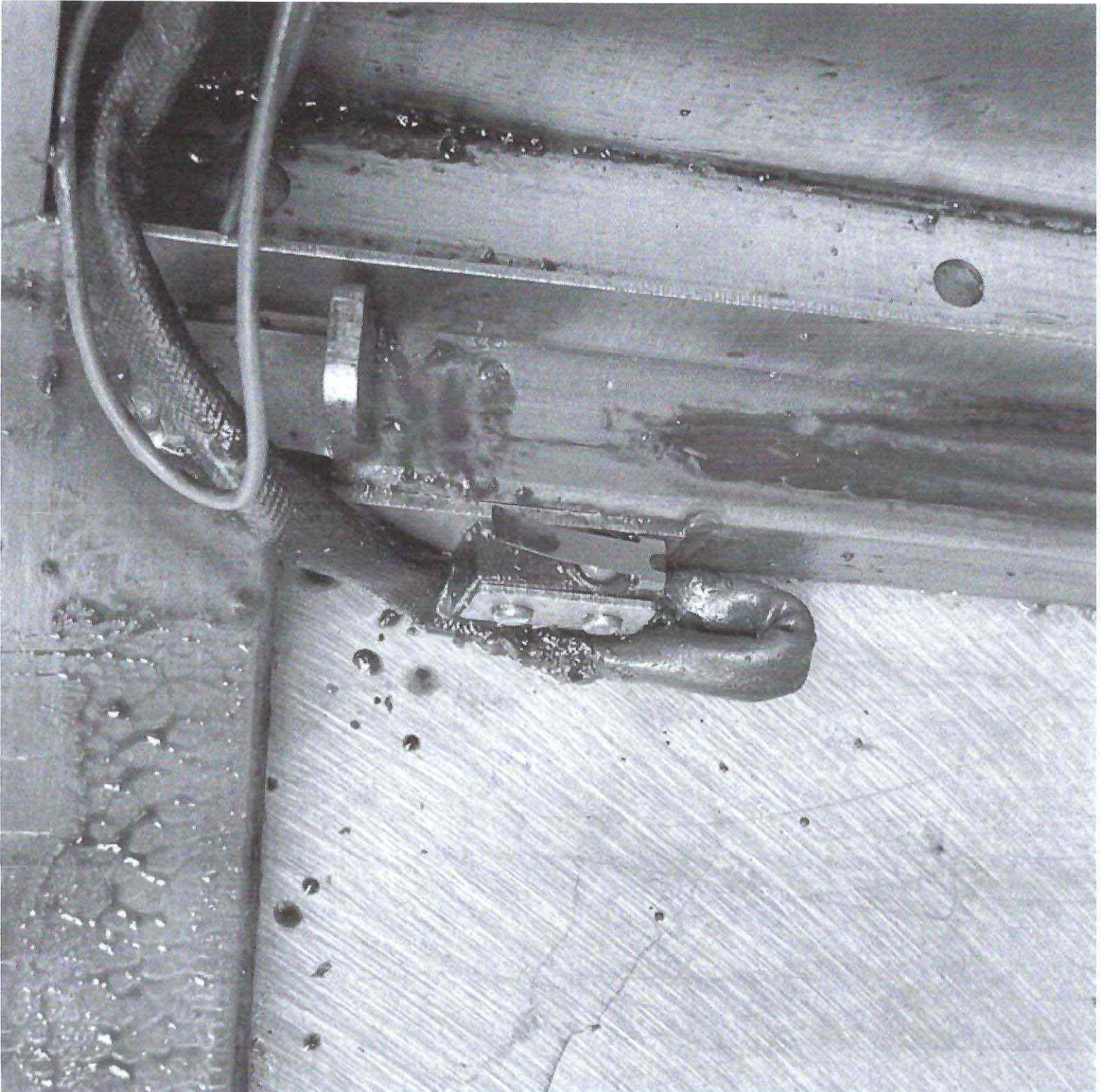
excessive residue (cleaning required)

Excellent



minimal residue

Acceptable



some residue

Correction Required



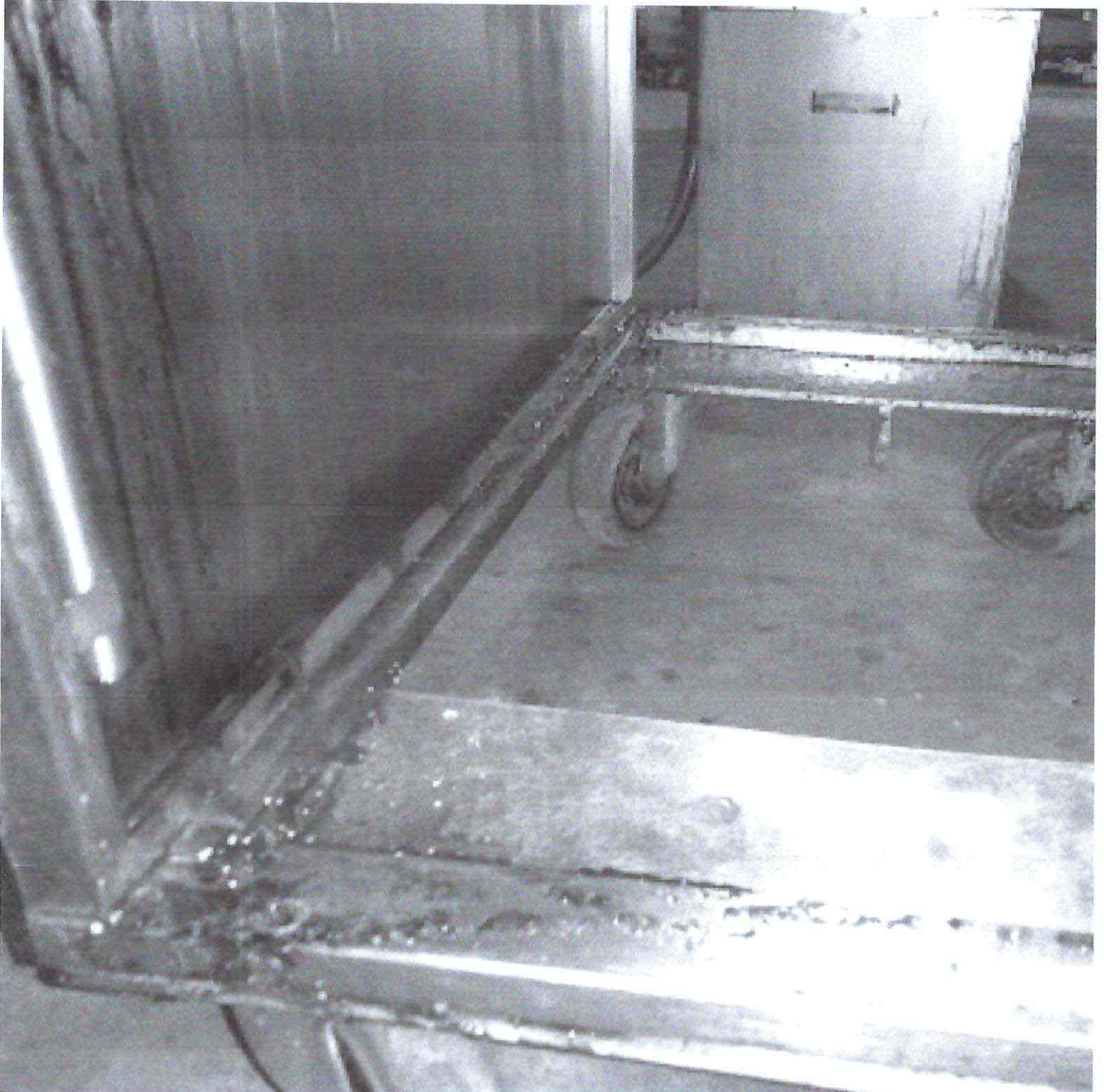
excessive residue

Excellent



clean interior walls

Correction Required



excessive residue on walls

Interior - opening side and back panels

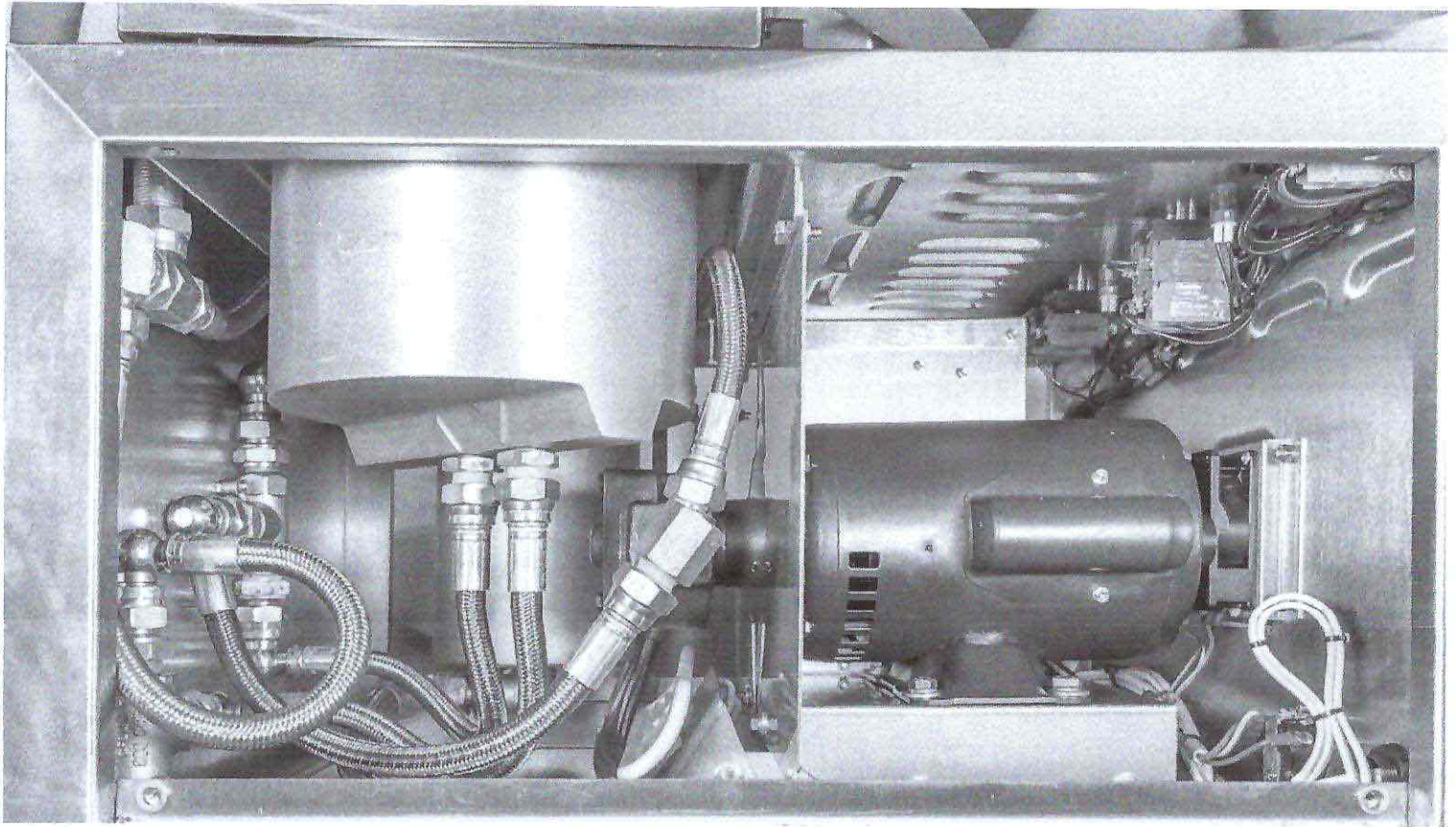
The internal housing and components must be clean and free from grease buildup. This includes but is not limited to the walls, floor, heatshield, valves, hoses, and electrical board

The heater must also be free of grease residue

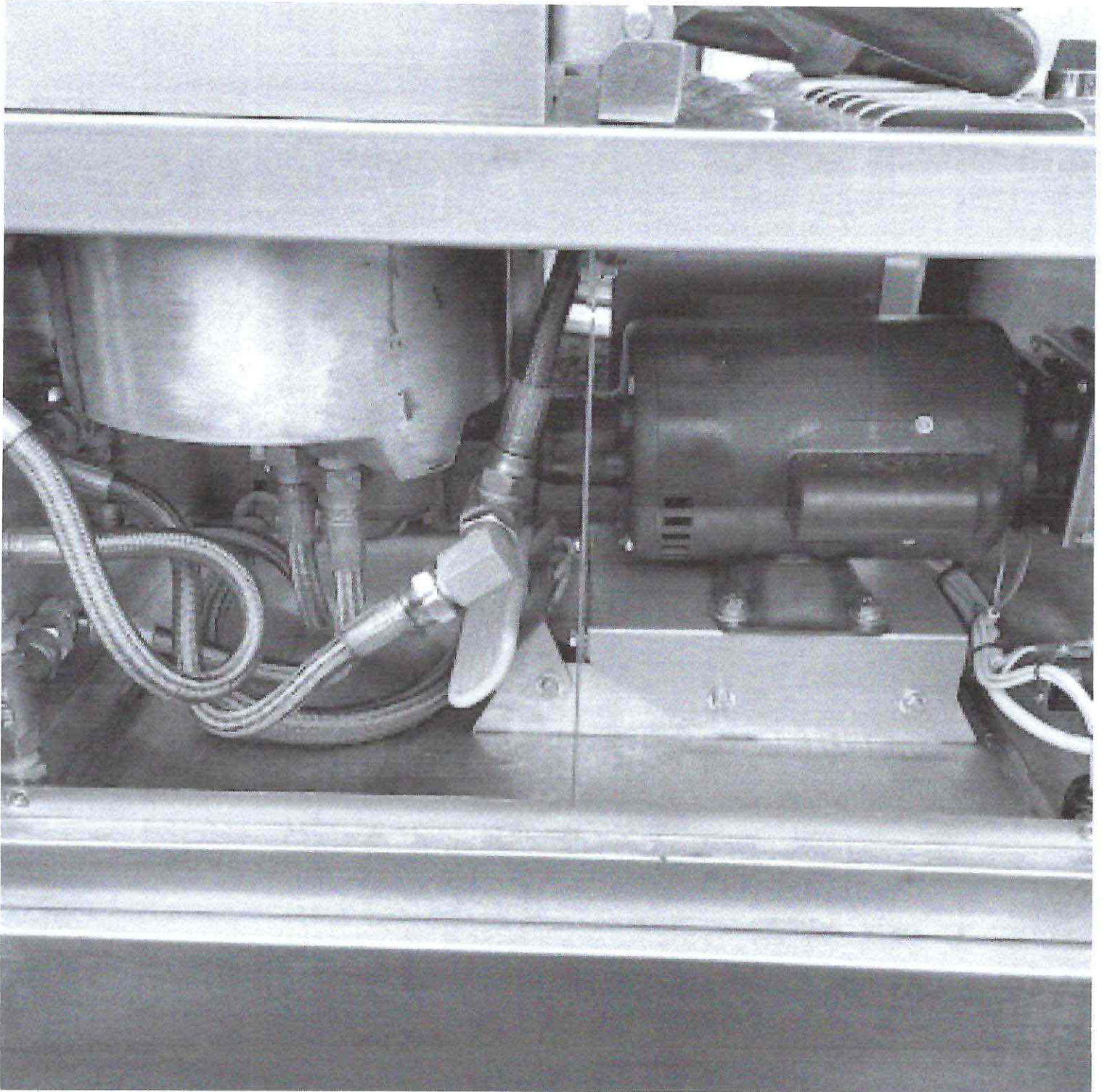
Units with grease buildup must be cleaned

The electrical panel should also be free from grease and the wiring must be consistent with how the unit was assembled

Any wiring issues must be addressed

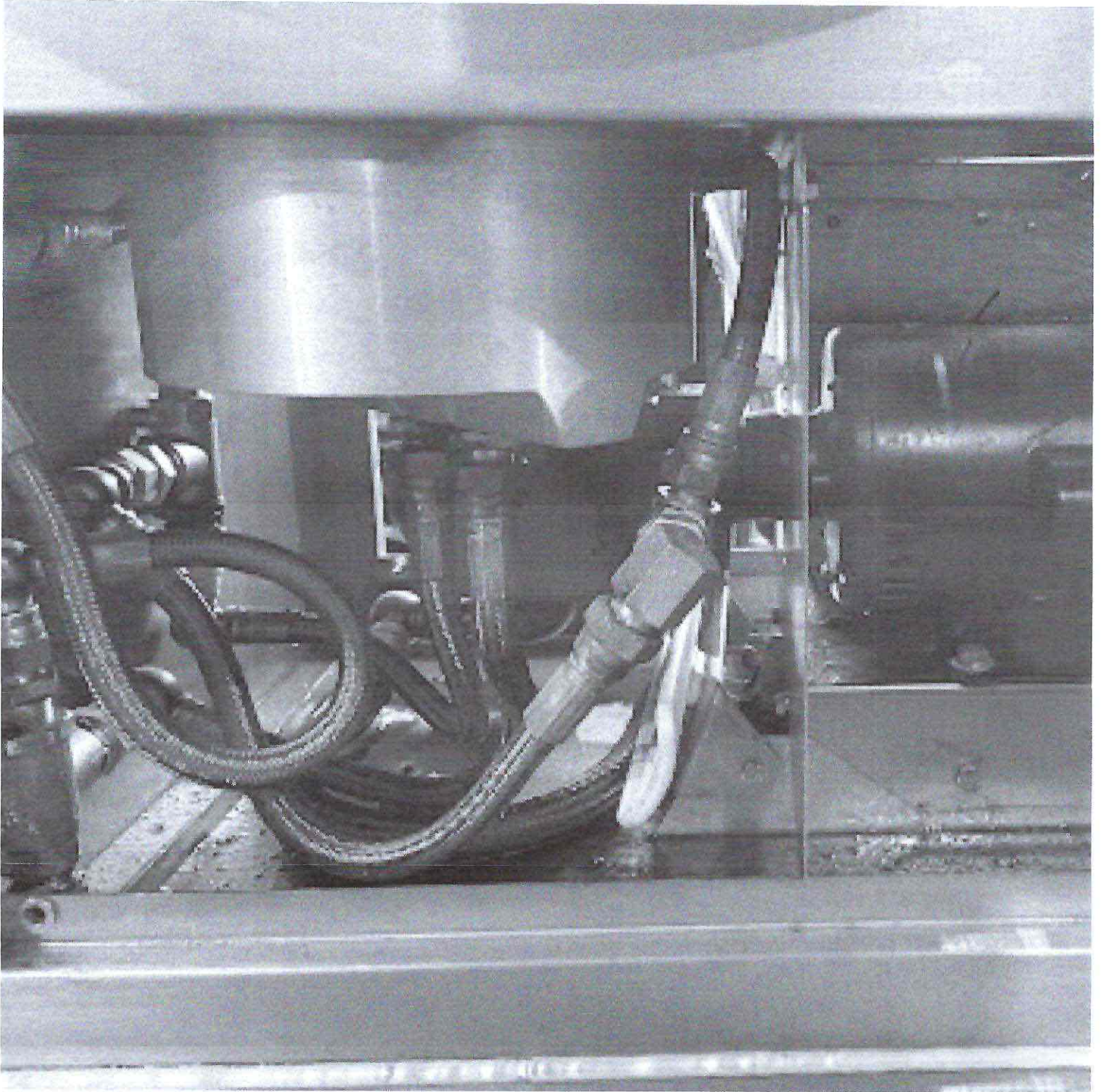


Excellent



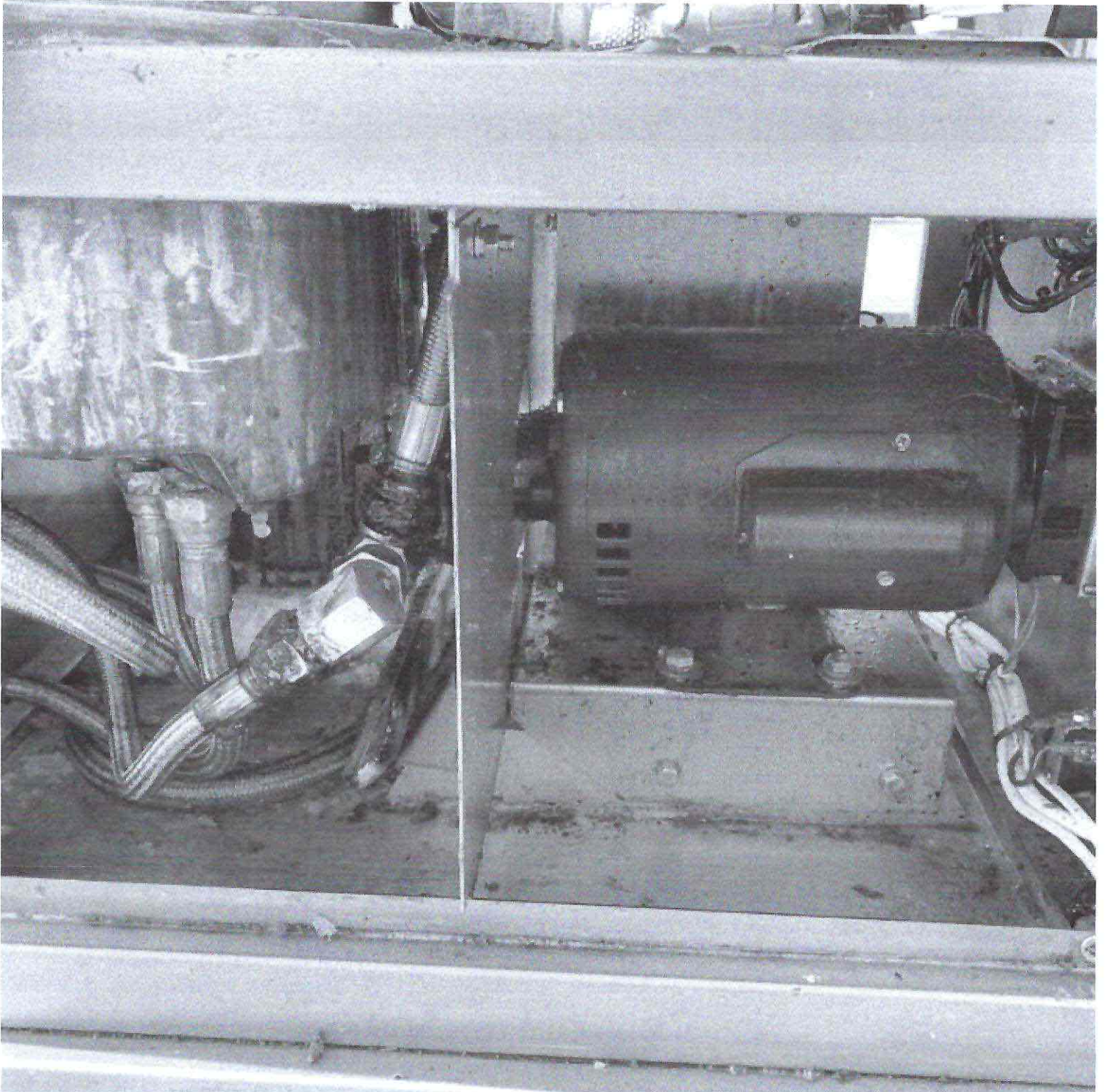
clear heater, floor, and hoses

Acceptable



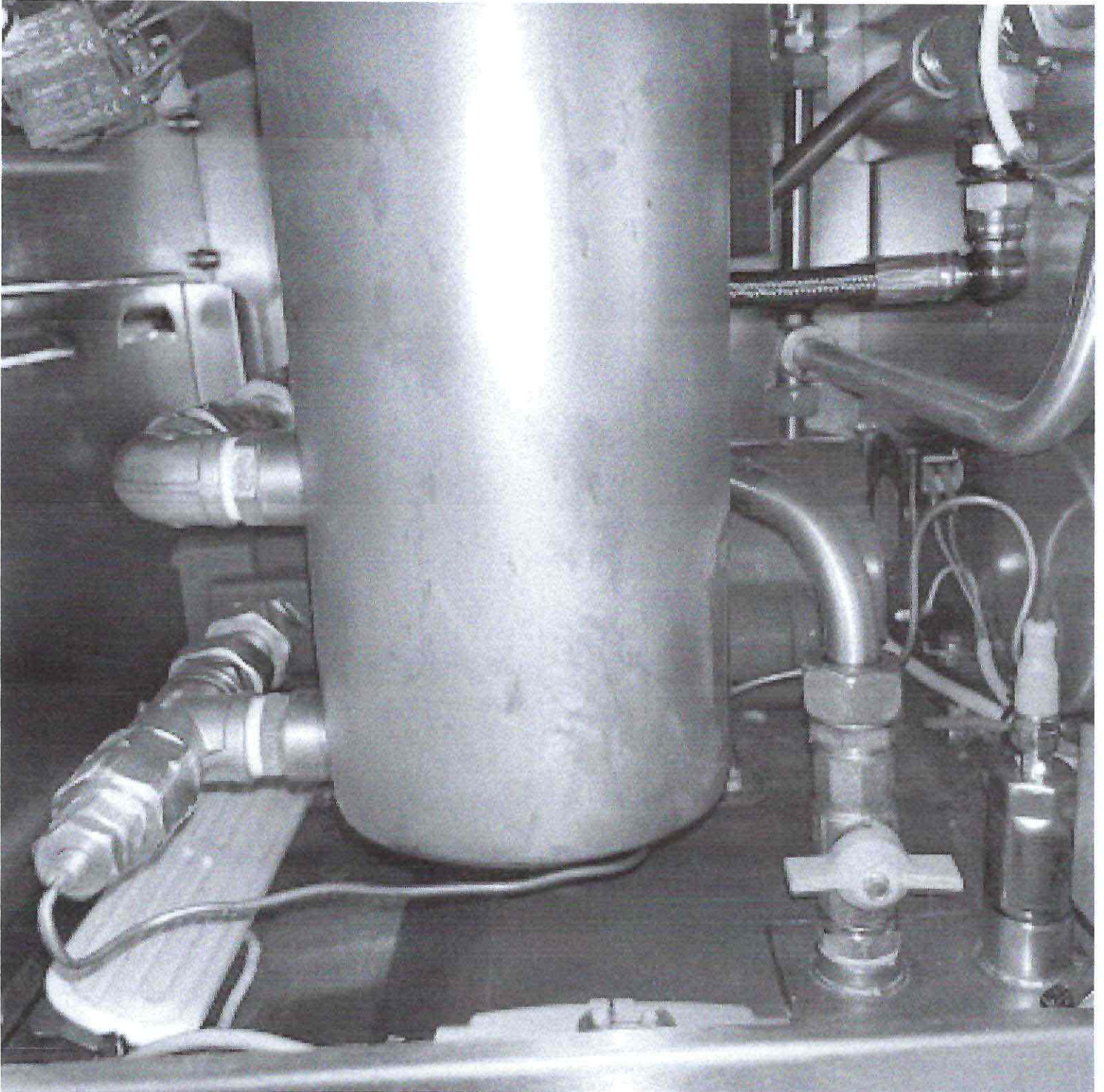
Replace Image

Correction Required



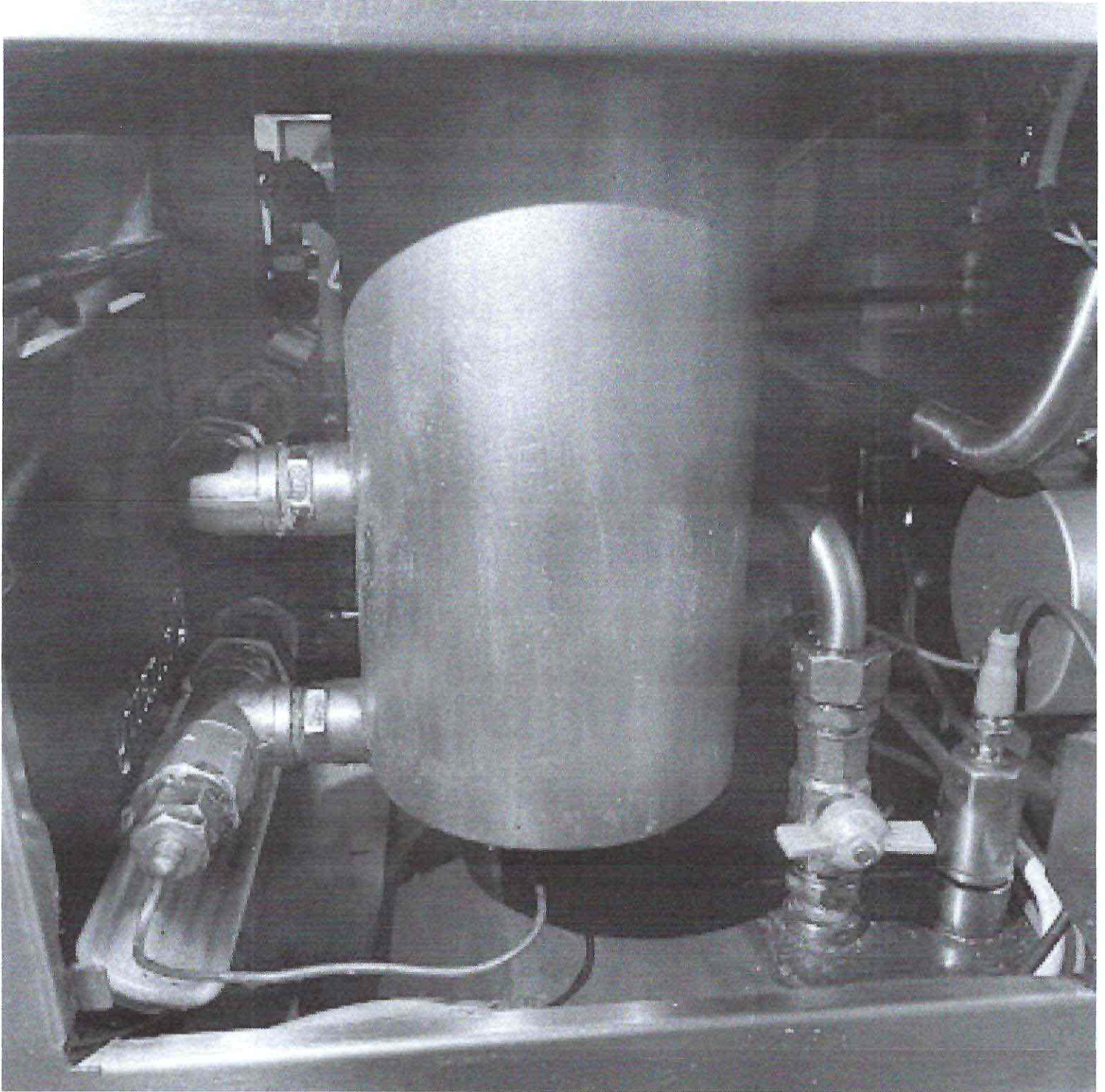
Residue on heater as well as main pot

Excellent



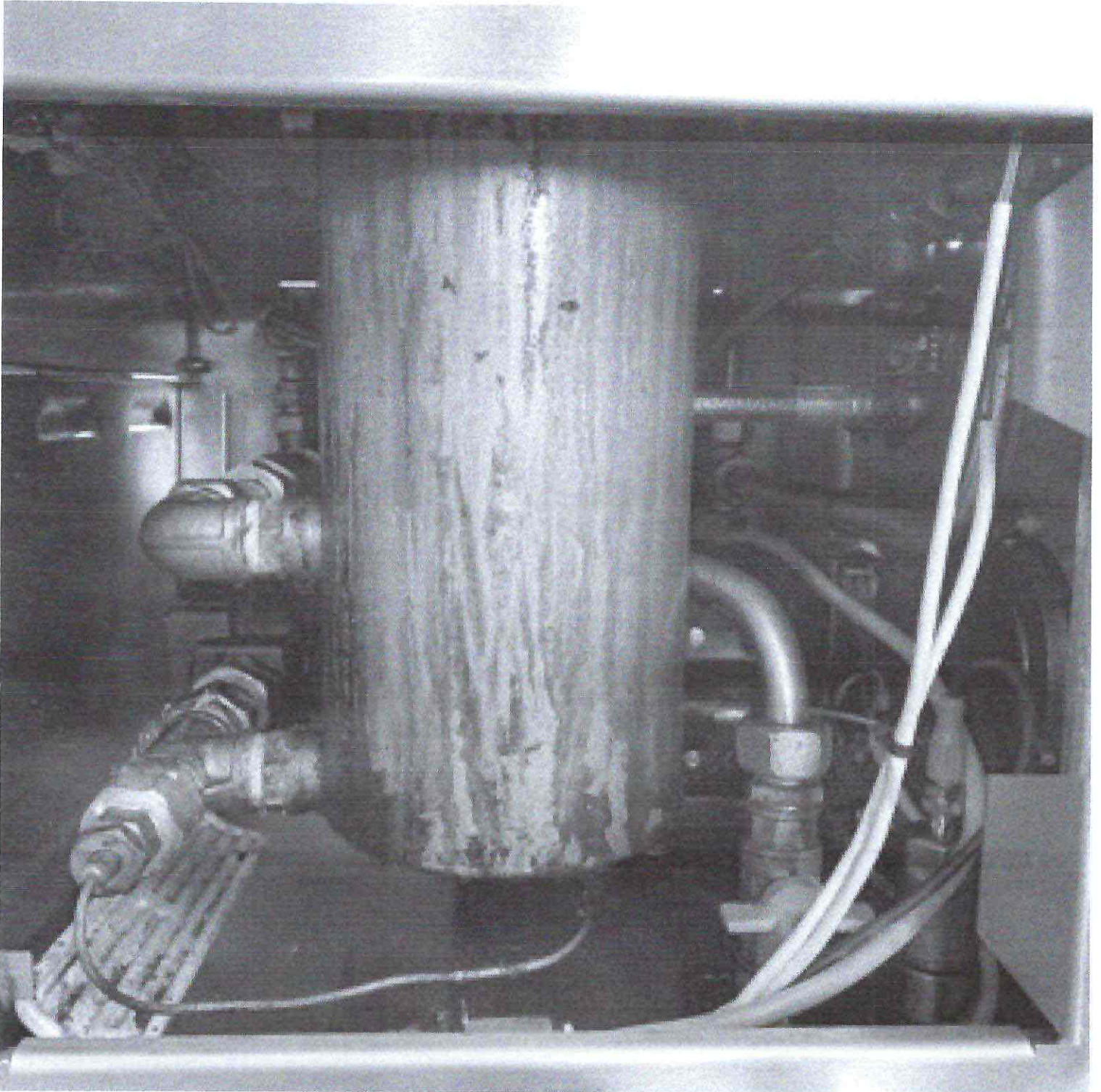
clean heater, floor, hoses valve

Acceptable



some residue on valves, heater cleaning recommended

Correction Required



excess residue on heater and prefilter housing

Our Mission:

Making Commercial Kitchens
Faster, Greener, Safer & Cleaner.

MFU Technical Support Hotline Number: (407) 349-4100

Brand Motto:

Do the Right Thing

Gold Pump Maintenance Guidelines

Gold Pumps will be maintained according to the manufacturer's guidelines. (attached)

Monthly Pump Inspections to Include:

- Lubrication check of bearings
- Inspection of the stuffing box
- Inspection of the shaft sleeve
- Inspection of the wearing rings
- Inspection of the impeller
- Inspection of the shaft or bearings

7 Care and Maintenance

7.1 Lubrication

1. Grease lubricated bearings.

As specified in 3.1 Pump bearings on page 17, bearings are lubricated at the factory for 2000 hours or three months service. Do not grease at too frequent intervals. It is suggested that additional or replacement lubricant be added only after 2000 hours operation or at three month intervals.

Insert grease through Alemite fittings (193) into bearing housing until grease appears through relief fitting (113). Do not add additional lubricant after grease appears through relief fitting.

The lubricant should be renewed in the housings at least once annually. This should be done when annual overhaul is made.

The ball bearing grease should be a sodium or lithium base, NGLI #2 consistency. Do not use graphite.

2. Oil lubricated bearings.

1. Keep oiler bottle filled with correct grade oil. Refer to 3.1 Pump bearings on page 17. Oiler will maintain constant oil level in frame.
2. Every four weeks, drain oil from frame, and flush with kerosine. Refill frame as directed in 3.1 Pump bearings on page 17.
3. If oiler adjustment is lost or disturbed, reset as directed in 3.1 Pump bearings on page 17.

7.2 Repacking stuffing box

1. Loosen gland nuts and slide gland along shaft out of stuffing box. Remove gland halves from pump.
2. Remove the outer rings of packing with the aid of a packing hook.
3. Remove lantern ring (105) by inserting a wire hook in the slots in the outer edge of the ring and pulling ring from box.
4. Remove the three inner rings of packing with the aid of a packing hook.
5. Remove all foreign matter from stuffing box.
6. Install stuffing box packing as described in 3.3 Stuffing box on page 18.

7.3 Replacing shaft sleeve

The shaft sleeve must be in good condition to effectively seal the fluid through the stuffing box.

1. Shut off and disconnect all piping including seal piping to stuffing box if supplied.
2. Drain liquid from pump.
3. Unscrew nuts from studs (356) in casing and remove suction cover (182).
4. Remove impeller nut (304) and impeller washer (199) from shaft.
5. By use of a suitable puller similar to that shown in Figure 10: Impeller puller on page 28 pull impeller from shaft (puller must push against shaft as shown. Do not use a type that pulls from casing). All impellers are provided with two tapped holes to facilitate use of puller. If key (178) remained in shaft, remove it.

7.4 Sectional views, parts list and interchangeability tables

Sizes - with two casing wearing rings

2x2-7, 3x3-5, 1-1/2x2-9, 2x2-1/2-9, 2-1/2x3-9, 2x3-7, 3x4-7, 4x5-7, 5x5-7, 6x6-9, 2-1/2x3-11, 3x4-11, 4x6-11H, 8x8-11, 2-1/2x3-13, 3x4-13, 4x6-13, 4x6-13L, 6x8-13

Sizes - with suction wearing ring only

1-1/4x1-1/2-5, 1-1/4x1-1/2-7, 1-1/4x1-1/2-8, 1-1/2x2-5, 2-1/2x2-1/2-6, 4x4-7

Oil lubricated bearing construction

7.5 Wearing rings

Casing wearing rings are provided for both hubs of the impeller on some sizes and only on the suction hub on others. Refer to section vi-d. These rings allow a small clearance to be maintained between the

rotating impeller and the stationary casing wearing rings. For proper hydraulic performance these clearances should be maintained as indicated below. Ring should be replaced when clearances have worn to those listed under replacement clearance.

Table shows original clearances and suggested replacement clearances as follows:

Table 3: Recommended clearances

Ring Bore Dia. (inches)	Diametrical Clearance (inches)	
	Original	Replacement
under 2" Dia.	0.010-0.014	0.020-0.024
2" to 2-1/2" Dia.	0.011-0.015	0.021-0.025
2-1/2" to 3-1/2" Dia.	0.014-0.018	0.024-0.028
3-1/2" to 4 -1/2" Dia.	0.016-0.020	0.026-0.030
over 4-1/2" Dia.	0.018-0.022	0.028-0.032

To check ring clearances or for replacement proceed as follows:

1. Shut off all piping and disconnect suction piping.
2. Drain liquid from pump.
3. Unscrew nuts from studs (356) and remove cover (182) from casing.

If pump has only a suction wearing ring, as indicated in 7.4 Sectional views, parts list and interchangeability tables on page 29, then check outside diameter of impeller hub and inside diameter of casing wearing ring in casing cover.

If pump is designed with two wearing rings:

4. Remove impeller nut (304) and washer (199).
5. By use of a suitable puller similar to that shown in Figure 10: Impeller puller on page 28 pull impeller from shaft. (Puller must push against shaft as shown. Do not use a type that pulls from casing). All impellers are provided with two tapped holes to facilitate use of puller.
6. Check diameters of both hubs and rings. If clearances are excessive, the rings should be replaced. See recommended clearances table above.
7. Remove rings from cover and casing.
8. Clean bore in which rings seat and press new rings evenly into place.
9. Replace impeller, washer, nut and casing cover as directed in Figure 10: Impeller puller on page 28 Steps 16 through 23.

7.6 Replacing impeller

1. Shut off all piping and disconnect suction piping.
2. Drain liquid from pump.
3. Unscrew nuts on studs (356) and remove suction cover (182) from casing.
4. Remove impeller nut (304) and impeller washer (199) from shaft.
5. By use of a suitable puller similar to that shown in Figure 10: Impeller puller on page 28, pull impeller from shaft. (Puller must push against shaft as shown. Do not use a type that pulls from casing). All impellers are provided with two tapped holes to facilitate use of puller.
6. Check diameters of impeller hubs and wearing rings to determine if new rings are needed. Replace rings in suction cover or casing if necessary. Refer to Table 3: Recommended clearances on page 32.
7. Slide new impeller on shaft as far as possible.
8. Using a soft metal hammer, tap evenly on center of impeller until shaft threads protrude beyond impeller.

9. Push impeller on the remaining distance with impeller nut (304) and washer (199).
10. Replace suction cover (182) and nuts on studs (356).
11. Connect suction piping.
12. Start pump as directed in Starting Pump.

7.7 Replacing shaft or bearings

For grease lubricated bearings:

1. Shut off and disconnect all piping.
2. Drain liquid from pump.
3. Disconnect coupling.
4. Remove pump hold-down bolts and remove pump from bedplate.
5. Remove impeller as instructed in 7.5 Wearing rings on page 31 and impeller key (178).
6. Remove gland assembly as instructed in 7.2 Repacking stuffing box on page 27.
7. Loosen set screw in deflector (123).
8. Note the distance from the end of the shaft to the coupling face of the pump half coupling so that the coupling half can be correctly positioned when assembled. Pull the coupling from pump with a suitable puller.
9. Remove coupling key.
10. Remove machine bolts (370C) from bearing housing (111).
11. Shaft and bearings can now be pulled through coupling end of frame (228).
12. To remove ball bearing-coupling end (112) proceed as follows:

Using suitable pliers, remove the bearing housing retaining ring (361A) which is seated in the housing and shoulders against the outer race of the bearing. The housing can now be slipped over the bearings. Remove the shaft retaining ring (361) which is seated in the shaft and retains the inner race of the bearing. With the use of a suitable bearing puller, which engages the bearing on the inner race only, remove coupling end bearing (112).
13. To remove ball-bearing inboard end (168) slide suitable pipe or sleeve over shaft to bearing, being sure that the pipe rests on the inner race. By evenly tapping the free end of the pipe, the bearing will be forced off without damaging the shaft. Inspect shaft and bearings. If shaft is bent it must be straightened. If necessary, replace the shaft. Bearing should spin smoothly and evenly. If bearings are not in first class condition, they should be replaced. If bearings are to be reused they should be carefully cleaned with kerosene. The bearing housing and frame should also be flushed and cleaned.

Figure 12: Exploded assembly

14. It is important that all parts are free from dirt and grit while being assembled. Note that these bearings are shielded on one side to retain the grease and they must be installed properly as shown in 7.4 Sectional views, parts list and interchangeability tables on page 29.
15. To replace the ball bearing-inboard end (168), oil shaft at bearing seat and slide bearing over the shaft as far as possible by hand. Place the pipe or sleeve used to remove the bearing over the shaft and against the bearing, being sure that it rests only on the inner race. Tap evenly until the bearing is seated firmly against the shaft shoulder. Care should be taken not to mar the shaft, especially where it contacts the grease seal (333) or in the stuffing box area.
16. To replace ball bearing-coupling end (112) oil shaft at bearing seat and slide bearing over the shaft as far as possible by hand. Using a suitable pipe or sleeve which rests only on the inner race of the bearing, tap evenly on the free end of the pipe until the bearing is seated firmly against the shaft shoulder. Insert the retaining ring (361) in the shaft groove. Carefully slide the bearing housing (111) over the shaft and bearing as far as possible. Insert the retaining ring (361A) in the groove in the bearing housing. All retaining ring grooves must be clean and the retaining rings must be properly seated. Note that the flat sides of the rings are against the bearing and the tapered sides away from the bearing.
17. Carefully insert shaft, bearings and bearing housing in frame. Remember to place the deflector (123) on shaft as it protrudes through grease seal (332).
18. Be sure shaft is clean. Place a few drops of oil on shaft and press sleeve (126) on shaft, being sure that sleeve keyway and shaft keyway are in alignment. Fasten deflector on sleeve by tightening set screw, being sure that point enters hole in sleeve.
19. Loosen bolts (370D) and push shaft unit toward water end so that bearing housing flange is against end of frame.
20. Replace casing (100) and bolts (370B).
21. Replace impeller key (178) in shaft.
22. Slide impeller on shaft as far as possible.

Table 4: Impeller locating table

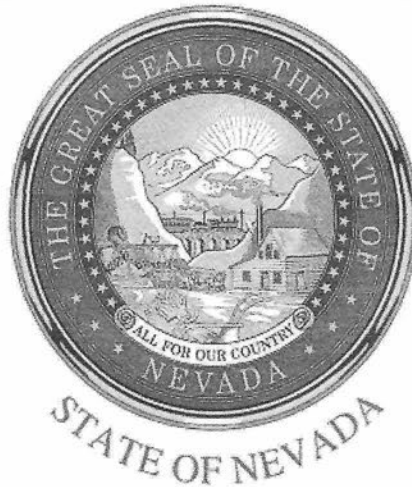
Size	A	B	Size	A	B
1 ¼ x 1 ½-5		1/16	2 ½ x 3-9	0	0
1 ¼ x 1 ½-7		1/16	2 ½ x 3-13		1/16
1 ¼ x 1 ½-8		3/16	3 x 4-7	1/4	
1 ½ x 2-5	3/16		3 x 4-13	0	0
2 x 2-7	0	0	4 x 5-7	1/4	
2 ½ x 2 ½-6	0	0	4 x 6-11H		1/4
3 x 3-5		1/8	4 x 6-13		1/8
4 x 4-7	1/4		5 x 5-7		1/8
1 ½ x 2-9		3/16	6 x 6-9		3/16
2 x 2 ½-9		3/32	8 x 8-11	1/8	
2 x 3-7	0	0	4 x 6-13L		7/16
			6 x 8-13	1/8	

Figure 13: Impeller locating

23. Using a soft metal hammer, tap evenly on center of impeller until shaft threads protrude beyond impeller. Shaft must be held to prevent axial movement during this operation.
24. Push impeller on remaining distance with impeller nut (304) and washer (199).
25. Refer to Table 4: Impeller locating table on page 35. Adjust bolts (370D) and (370C) evenly until distances between impeller and casing correspond to that shown in table.
26. Tighten evenly bolts (370C) and jam nuts on bolts (370D).
27. Replace suction cover (182), gasket (351) and nuts on studs (356).
28. To replace pump half coupling on shaft, screw a ½" diameter std approximately 1 ¼" longer than the length of the coupling hub on Group S pumps (a 5/8" diameter stud approximately 1 ½" longer than the length of the coupling hub on Group M and L pumps) into the end of the shaft. Insert the coupling key in shaft. Put oil or white lead on the shaft and in the coupling bore. Place the complete pump half coupling in position over the stud and align the key with the keyway. Place washers over the stud and against the coupling hub and pull coupling half on with a nut placed on the stud. Locate the coupling half in the same position on the shaft as it was before dismantling.
29. Place pump on bedplate, insert hold-down bolts and align unit as directed in 2.3 Alignment - initial on page 11.
30. Insert grease through Alemite fitting as directed in 7.1 Lubrication on page 27.
31. Connect coupling.
32. Connect piping as directed in 2.7 Connection of piping on page 16.
33. Follow directions in Starting Pump for initial operating conditions and for starting.

BUSINESS LICENSE

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

KISMET ENTERPRISES, LLC

Nevada Business Identification # NV20171291019

Expiration Date: 05/31/2025

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 06/09/2024.

Francisco V. Aguilar

Certificate Number: B202406094715628

You may verify this certificate
online at <https://www.nvsilverflume.gov/home>

FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Annual or Amended List and State Business License Application

ANNUAL **AMENDED** (check one)

List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

KISMET ENTERPRISES, LLC

NV20171291019

NAME OF ENTITY

Entity or Nevada Business
Identification Number (NVID)

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: Read instructions before completing and returning this form.

Please indicate the entity type (check only one):

- Corporation
 - This corporation is publicly traded, the Central Index Key number is:
- Nonprofit Corporation (see nonprofit sections below)
- Limited-Liability Company
- Limited Partnership
- Limited-Liability Partnership
- Limited-Liability Limited Partnership
- Business Trust
- Corporation Sole

Filed in the Office of Secretary of State State Of Nevada	Business Number	E0215932017-3
	Filing Number	20244114178
	Filed On	06/09/2024 17:45:30 PM
	Number of Pages	2

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

- 001 - Governmental Entity
- 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.

- Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption Code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.

- Unit-owners' Association
- Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. §501(c)

For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?

- No - no additional form is required
- Yes - the "Charitable Solicitation Registration Statement" is required.
- The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

****Failure to include the required statement form will result in rejection of the filing and could result in late fees.****



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

**Annual or Amended List
 and State Business License
 Application - Continued**

Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

CORPORATION, INDICATE THE Managing Member:

Lauren Wanco		USA	
Name		Country	
2757 Toshach Ave	Henderson	NV	89044
Address	City	State	Zip/Postal Code

CORPORATION, INDICATE THE Managing Member:

Demetri Wanco		USA	
Name		Country	
2757 Toshach Ave	Henderson	NV	89044
Address	City	State	Zip/Postal Code

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X Lauren Wanco

 Signature of Officer, Manager, Managing Member,
 General Partner, Managing Partner, Trustee,
 Subscriber, Member, Owner of Business,
 Partner or Authorized Signer FORM WILL BE RETURNED IF

Managing Member	06/09/2024
Title	Date

UNSIGNED

FRANCISCO V. AGUILAR
Secretary of State

STATE OF NEVADA



Commercial Recordings & Notary Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

DEPUTY BAKKEDAH
Deputy Secretary for
Commercial Recordings

**OFFICE OF THE
SECRETARY OF STATE**

Lauren Wanco
2757 Toshach Ave
Henderson, NV 89044, USA

Work Order #: W2024060900204
June 9, 2024
Receipt Version: 1

Special Handling Instructions:

Submitter ID: 265119

Charges

Description	Fee Description	Filing Number	Filing Date/Time	Filing Status	Qty	Price	Amount
Annual List 5/2024	Fees	20244114178	6/9/2024 5:45:30 PM	Approved	1	\$150.00	\$150.00
Annual List 5/2024	Business License Fee	20244114178	6/9/2024 5:45:30 PM	Approved	1	\$200.00	\$200.00
Annual List 5/2024	Business License Late Fee	20244114178	6/9/2024 5:45:30 PM	Approved	1	\$100.00	\$100.00
Annual List 5/2024	Annual List Late Fee	20244114178	6/9/2024 5:45:30 PM	Approved	1	\$75.00	\$75.00
Total							\$525.00

Payments

Type	Description	Payment Status	Amount
Credit Card	[REDACTED]	Success	\$525.00
Credit Card	Service Fee	Success	\$13.13
Total			\$538.13

Credit Balance: \$0.00

Lauren Wanco
2757 Toshach Ave
Henderson, NV 89044, USA

FRANCISCO V. AGUILAR
Secretary of State

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

DEPUTY BAKKEDAHL
Deputy Secretary for
Commercial Recordings

Business Entity - Filing Acknowledgement

06/09/2024

Work Order Item Number: W2024060900204 - 3737248
Filing Number: 20244114178
Filing Type: Annual List
Filing Date/Time: 06/09/2024 17:45:30 PM
Filing Page(s): 2

Indexed Entity Information:

Entity ID: E0215932017-3

Entity Name: KISMET ENTERPRISES,
LLC

Entity Status: Active

Expiration Date: None

Commercial Registered Agent

UNITED STATES CORPORATION AGENTS, INC.

6605 Grand Montecito Pkwy, Suite 100, Las Vegas, NV 89149, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State

EIN#

Date of this notice: 06-06-2017

Employer Identification Number:
82-1769089

Form: SS-4

Number of this notice: CP 575 A

KISMET ENTERPRISES
FILTA ENVIRONMENTAL SOLUTIONS
2 LAUREN WANCO SOLE MBR
2757 TOSHACH AVE
HENDERSON, NV 89044

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-1769089. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940	01/31/2018
Form 943 AGRICULTURE	01/31/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.



050104



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Articles of Organization
Limited-Liability Company
(PURSUANT TO NRS CHAPTER 86)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: Kismet Enterprises, LLC
2. Registered Agent for Service of Process: Commercial Registered Agent: United States Corporation Agents, Inc.
3. Dissolution Date: Perpetual
4. Management: Member(s)
5. Name and Address of each Manager or Managing Member: 1) Lauren Wanco, 2757 Toshach Ave., Henderson, Nevada 89044
6. Effective Date and Time:
7. Name, Address and Signature of Organizer: Cheyenne Moseley, Assist. Secretary c/o LegalZoom.com, Inc.
8. Certificate of Acceptance of Appointment of Registered Agent: I hereby accept appointment as Registered Agent for the above named Entity.

This form must be accompanied by appropriate fees.

Operating Agreement

Kismet Enterprises, LLC, a Nevada Limited Liability Company

THIS OPERATING AGREEMENT of Kismet Enterprises, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Nevada limited liability company under the Nevada Revised Statutes, Chapter 86. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Nevada. The Members hereby adopt and approve the articles of organization of the Company filed with the Nevada Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Nevada Revised Statutes, Chapter 86.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Manager" means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Nevada Revised Statutes, Chapter 86, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member’s name on Exhibit A to become a Member of the Company.

2.2 **Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member’s respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members.**

C. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

D. Before a Person may be admitted as a Member of the Company, that Person must sign

and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Managers deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Nevada Revised Statutes, Chapter 86. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Managers in accordance with the Nevada Revised Statutes, Chapter 86.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

E. The Company would be unable to pay its debts as they become due in the usual course of business; or

F. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 **Management.**

G. **Generally.** Subject to the terms of this Agreement and the Nevada Revised Statutes, Chapter 86, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The initial Managers will be the Persons named in the Company's articles of organization filed with the Nevada Secretary of State. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.

H. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Nevada Revised Statutes, Chapter 86 for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf

of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Managers acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

I. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 Meetings of Managers. Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Nevada Revised Statutes, Chapter 86. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.

4.3 Officers. The Managers are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Managers determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Managers; or (b) the officer is dismissed or terminated by the Managers, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Managers, and may be terminated, at any time and for any reason, by the Managers.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Managers will keep or cause the Company to keep the following business records.

- (v) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (vi) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (vii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and
- (viii) An original signed copy, which may include counterpart signatures, of this

Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Managers are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Nevada Revised Statutes, Chapter 86 requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Nevada Revised Statutes, Chapter 86, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Special meetings may be called by the Managers or Members holding at least 20% of the Voting Interest. Written notice must be given not less than 10 days nor more than 60 days before the date of the meeting to each Member entitled to vote at the meeting. A written notice set forth the date, time and location of a meeting must be sent within reasonable amount of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Nevada Revised Statutes, Chapter 86. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Nevada Revised Statutes, Chapter 86, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that

withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:

- (ix) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (x) Entry of a decree of judicial dissolution under Nevada Revised Statutes, Chapter 86;
- (xi) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (xii) The sale or transfer of all or substantially all of the Company's assets;
- (xiii) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, Manager, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Manager, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Nevada law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Nevada law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the

Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment.** This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Nevada Revised Statutes, Chapter 86. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Nevada Revised Statutes, Chapter 86.

10.3 **Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Nevada. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 **Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 **Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: _____

Signature of Lauren Wanco

Signature of Demetri Wanco

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Lauren Wanco Address: Map 2757 Toshach Ave. Henderson, Nevada 89044		51%
Demetri Wanco Address: Map 2757 Toshach Ave. Henderson, Nevada 89044		49%

EXHIBIT B
MANAGERS

Manager(s) of the Company are set forth below.

Lauren Wanco

FIRE CONTROL APPROVAL/PERMIT



CLARK COUNTY FIRE DEPARTMENT - FIRE PREVENTION BUREAU

4701 W Russell Rd Las Vegas, NV 89118 Phone: (702) 455-7100

Website: [Fire Department \(clarkcountynv.gov\)](http://Fire Department (clarkcountynv.gov))

Annual Operational PERMIT

PERMIT NUMBER: FP24-08878

PLAN APPROVAL DATE: 10/17/2024

SITE ADDRESS: 3925 W HACIENDA AVE

UNIT #: B111

PARCEL NUMBER: 162-30-701-013

BUSINESS NAME: FILTA ENVIRONMENTAL KITCHEN SOLUTIONS

PROPERTY OWNER: NICOLA HACIENDA L P

PERMIT TYPE: Flam/Comb Liquids Storage/Use

Sub Venue/Location: Flam/Comb Liquids Storage/Use -

Conditions of Approval:

Plans approved for the storage of up to 6300 gallons of Class 3B combustible liquid (cooking oil) in plastic tanks in a sprinklered building. Facility is equipped with 110% of largest container, secondary containment. This approval is only a plan review acceptance. Final approval and issuance of a permit will be based upon successful completion of a fire inspection. Refer to approved plans for possible additional requirements.

ANNUAL OPERATIONAL PERMIT EXPIRATION / RENEWAL DATE: 10/2/2025

Customer is responsible for ensuring the renewal of said Permit 30 days prior to expiration. A renewal notice will be emailed to the contacts provided within the existing operational permit record. Operational permit renewals may be processed online by following the instructions provided on the Clark County Building and Fire Prevention website www.ClarkCountyNV.gov/Building. All customer inquiries should be sent to AnnualOps@clarkcountynv.gov.

If payment is not received by the due date listed above, a \$90 late fee will be assessed for each 30 day period past the expiration date.

Inspector approval is required to perform the operation as described in the approved permit conditions.

Jerry Enlow

10/17/2024

****Approved Permit Must Be Kept On Premises****

SPILL PREVENTION, CONTROL AND COUNTERMEASURES PLAN
(SPCC)



U.S. ENVIRONMENTAL PROTECTION AGENCY TIER I QUALIFIED FACILITY SPCC PLAN TEMPLATE

Instructions to Complete this Template

This template is intended to help the owner or operator of a Tier I qualified facility develop a self-certified Spill Prevention, Control, and Countermeasure (SPCC) Plan. To use this template, your facility must meet all of the applicability criteria of a Tier I qualified facility listed under §112.3(g)(1) of the SPCC rule. This template provides every SPCC rule requirement necessary for a Tier I qualified facility, which you must address and implement.

You may use this template to comply with the SPCC regulation or use it as a model and modify it as necessary to meet your facility-specific needs. If you modify the template, your Plan must include a section cross-referencing the location of each applicable requirement of the SPCC rule and you must ensure that your Plan is an equivalent Plan that meets all applicable rule requirements of 40 CFR 112.6(a)(3).

You may complete this template either electronically or by hand on a printed copy. This document is a reformatted version of the template found in Appendix G of 40 CFR part 112.¹ No substantive changes have been made. Please note that a "Not Applicable" ("N/A") column has been added to both Table G-10 (General Rule Requirements for Onshore Facilities) and Table G-11 (General Rule Requirements for Onshore Oil Production Facilities). The "N/A" column should help you complete your self-certification when a required rule element does not apply to your facility. Use of the "N/A" column is optional and is not required by rule.

All Tier I qualified facility self-certifiers must complete Sections I, II, and III. Additionally, the owner or operator of an:

- Onshore facility (excluding production) must complete Section A.
- Onshore oil production facility (excluding drilling and workover facilities) must complete Section B.
- Onshore oil drilling and workover facility must complete Section C.

Complete and include with your Plan the appropriate attachments. You should consider printing copies of the attachments for use in implementing the SPCC Plan (e.g. Attachment 3.1 - Inspection Log & Schedule; Attachment 4 - Discharge Notification Form).

To complete the template, check the box next to the requirement to indicate that it has been adequately addressed. Either write "N/A" in the column or check the box under the "N/A" column to indicate those requirements that are not applicable to the facility. Where a section requires a description or listing, write in the spaces provided (or attach additional descriptions if more space is needed).

Below is a key for the colors used in the section headers:

Sections I, II, and III: Required for all Tier I qualified facilities
Section A: Onshore facilities (excluding production)
Section B: Onshore oil production facilities (excluding drilling and workover facilities)
Section C: Onshore oil drilling and workover facilities
Attachments: 1 - Five Year Review and Technical Amendment Logs 2 - Oil Spill Contingency Plan and Checklist 3 - Inspections, Dike Drainage and Personnel Training Logs 4 - Discharge Notification Form

After you have completed all appropriate sections, certify and date your Plan, and then implement it by the compliance date. If your facility was in operation before August 16, 2002, and you do not already have a Plan, then implement this template immediately. Conduct inspections and tests in accordance with the written procedures that you have developed for your facility. You must keep with the SPCC Plan a record of these inspections and tests, signed by the appropriate supervisor or inspector, for a period of three years.

Do not forget to periodically review your Plan (at least once every five years) or to update it when you make changes to your facility. You must prepare amendments within six months of the facility change, and implement them as soon as possible, but not later than six months following preparation of any amendment.

In the event that your facility releases oil to navigable waters or adjoining shorelines, immediately call the National Response Center (NRC) at 1-800-424-8802. The NRC is the federal government's centralized reporting center, which is staffed 24 hours per day by U.S. Coast Guard personnel.

¹ Please note that the use of this template is not mandatory for a Tier I qualified facility. You may also meet the SPCC Plan requirement by preparing a satisfactory Tier II qualified facility Plan, preparing a satisfactory Plan that is certified by a Professional Engineer, or by developing an equivalent Plan for a Tier I qualified facility. Further information on the requirements of these methods can be found in 40 CFR part 112.6(a)(1). If you use any of these alternative methods you must include a cross reference in your Plan that shows how the equivalent Plan meets all applicable 40 CFR part 112 requirements.

Tier I Qualified Facility SPCC Plan

This template constitutes the SPCC Plan for the facility, when completed and signed by the owner or operator of a facility that meets the applicability criteria in §112.3(g)(1). This template addresses the requirements of 40 CFR part 112. Maintain a complete copy of the Plan at the facility if the facility is normally attended at least four hours per day, or for a facility attended fewer than four hours per day, at the nearest field office. When making operational changes at a facility that are necessary to comply with the rule requirements, the owner/operator should follow state and local requirements (such as for permitting, design and construction) and obtain professional assistance, as appropriate.

Facility Description

Facility Name	Kismet Enterprises llc, dba; Filta Environmental Kitchen Solutions			
Facility Address	3925 West Hacienda Ave. Unit B-111			
City	Las Vegas	State	NV	89118
County	Clark	(702)280 -8242		
Owner or Operator Name	Blue Wanco			
Owner or Operator Address	2757 Toshach Ave.			
City	Henderson	State	NV	ZIP 89044
County	Clark	Tel. Number	(702)280-8242	

I. Self-Certification Statement (§112.6(a)(1))

The owner or operator of a facility certifies that each of the following is true in order to utilize this template to comply with the SPCC requirements:

I Blue Wanco certify that the following is accurate:

1. I am familiar with the applicable requirements of 40 CFR part 112;
2. I have visited and examined the facility;
3. This Plan was prepared in accordance with accepted and sound industry practices and standards;
4. Procedures for required inspections and testing have been established in accordance with industry inspection and testing standards or recommended practices;
5. I will fully implement the Plan;
6. This facility meets the following qualification criteria (under §112.3(g)(1)):
 - a. The aggregate aboveground oil storage capacity of the facility is 10,000 U.S. gallons or less; and
 - b. The facility has had no single discharge as described in §112.1(b) exceeding 1,000 U.S. gallons and no two discharges as described in §112.1(b) each exceeding 42 U.S. gallons within any twelve month period in the three years prior to the SPCC Plan self-certification date, or since becoming subject to 40 CFR part 112 if the facility has been in operation for less than three years (not including oil discharges as described in §112.1(b) that are the result of natural disasters, acts of war, or terrorism); and
 - c. There is no individual oil storage container at the facility with an aboveground capacity greater than 5,000 U.S. gallons.
7. This Plan does not deviate from any requirement of 40 CFR part 112 as allowed by §112.7(a)(2) (environmental equivalence) and §112.7(d) (impracticability of secondary containment) or include any measures pursuant to §112.9(c)(6) for produced water containers and any associated piping;
8. This Plan and individual(s) responsible for implementing this Plan have the full approval of management and I have committed the necessary resources to fully implement this Plan.

Facility Name: Filta LV

I also understand my other obligations relating to the storage of oil at this facility, including, among others:

1. To report any oil discharge to navigable waters or adjoining shorelines to the appropriate authorities. Notification information is included in this Plan.
2. To review and amend this Plan whenever there is a material change at the facility that affects the potential for an oil discharge, and at least once every five years. Reviews and amendments are recorded in an attached log [See Five Year Review Log and Technical Amendment Log in Attachments 1.1 and 1.2.]
3. Optional use of a contingency plan. A contingency plan:
 - a. May be used in lieu of secondary containment for qualified oil-filled operational equipment, in accordance with the requirements under §112.7(k), and;
 - b. Must be prepared for flowlines and/or intra-facility gathering lines which do not have secondary containment at an oil production facility, and;
 - c. Must include an established and documented inspection or monitoring program; must follow the provisions of 40 CFR part 109; and must include a written commitment of manpower, equipment and materials to expeditiously remove any quantity of oil discharged that may be harmful. If applicable, a copy of the contingency plan and any additional documentation will be attached to this Plan as Attachment 2.

I certify that I have satisfied the requirement to prepare and implement a Plan under §112.3 and all of the requirements under §112.6(a). I certify that the information contained in this Plan is true.

Signature  Title: Owner/Operator
 Name Blue Wanco Date: 8/ 16 / 2024

II. Record of Plan Review and Amendments

Five Year Review (§112.5(b)):

Complete a review and evaluation of this SPCC Plan at least once every five years. As a result of the review, amend this Plan within six months to include more effective prevention and control measures for the facility, if applicable. Implement any SPCC Plan amendment as soon as possible, but no later than six months following Plan amendment. Document completion of the review and evaluation, and complete the Five Year Review Log in Attachment 1.1. If the facility no longer meets Tier I qualified facility eligibility, the owner or operator must revise the Plan to meet Tier II qualified facility requirements, or complete a full PE certified Plan.

Table G-1 Technical Amendments (§§112.5(a), (c) and 112.6(a)(2))	
This SPCC Plan will be amended when there is a change in the facility design, construction, operation, or maintenance that materially affects the potential for a discharge to navigable waters or adjoining shorelines. Examples include adding or removing containers, reconstruction, replacement, or installation of piping systems, changes to secondary containment systems, changes in product stored at this facility, or revisions to standard operating procedures.	X
Any technical amendments to this Plan will be re-certified in accordance with Section I of this Plan template. [§112.6(a)(2)] [See Technical Amendment Log in Attachment 1.2]	X

Facility Name: Filta LV

III. Plan Requirements

1. Oil Storage Containers (§112.7(a)(3)(i)):

Table G-2 Oil Storage Containers and Capacities		
This table includes a complete list of all oil storage containers (aboveground containers ^a and completely buried tanks ^b) with capacity of 55 U.S. gallons or more, unless otherwise exempt from the rule. For mobile/portable containers, an estimated number of containers, types of oil, and anticipated capacities are provided.		<input type="checkbox"/>
Oil Storage Container (indicate whether aboveground (A) or completely buried (B))	Type of Oil	Shell Capacity (gallons)
A-2100 Gallon Tank	Waste Vegetable Oil	2100
A-2100 Gallon Tank	Waste Vegetable Oil	2100
A-2100 Gallon Tank	Waste Vegetable Oil	2100

Total Aboveground Storage Capacity ^c 6300 gallons
Total Completely Buried Storage Capacity 0 gallons
Facility Total Oil Storage Capacity 6300 gallons

^a Aboveground storage containers that must be included when calculating total facility oil storage capacity include: tanks and mobile or portable containers; oil-filled operational equipment (e.g. transformers); other oil-filled equipment, such as flow-through process equipment. Exempt containers that are not included in the capacity calculation include: any container with a storage capacity of less than 55 gallons of oil; containers used exclusively for wastewater treatment; permanently closed containers; motive power containers; hot-mix asphalt containers; heating oil containers used solely at a single-family residence; and pesticide application equipment or related mix containers.

^b Although the criteria to determine eligibility for qualified facilities focuses on the aboveground oil storage containers at the facility, the completely buried tanks at a qualified facility are still subject to the rule requirements and must be addressed in the template; however, they are not counted toward the qualified facility applicability threshold.

^c Counts toward qualified facility applicability threshold.

2. Secondary Containment and Oil Spill Control (§§112.6(a)(3)(i) and (ii), 112.7(c) and 112.9(c)(2)):

Table G-3 Secondary Containment and Oil Spill Control	
Appropriate secondary containment and/or diversionary structures or equipment ^a is provided for all oil handling containers, equipment, and transfer areas to prevent a discharge to navigable waters or adjoining shorelines. The entire secondary containment system, including walls and floor, is capable of containing oil and is constructed so that any discharge from a primary containment system, such as a tank or pipe, will not escape the containment system before cleanup occurs.	x
Facility Name: Filta LV	

^a Use one of the following methods of secondary containment or its equivalent: (1) Dikes, berms, or retaining walls sufficiently

impervious to contain oil; (2) Curbing; (3) Culverting, gutters, or other drainage systems; (4) Weirs, booms, or other barriers; (5) Spill diversion ponds; (6) Retention ponds; or (7) Sorbent materials.

Table G-4 below identifies the tanks and containers at the facility with the potential for an oil discharge; the mode of failure; the flow direction and potential quantity of the discharge; and the secondary containment method and containment capacity that is provided.

Table G-4 Containers with Potential for an Oil Discharge					
Area	Type of failure (discharge scenario)	Potential discharge volume (gallons)	Direction of flow for uncontained discharge	Secondary containment method ^a	Secondary containment capacity (gallons)
<i>Bulk Storage Containers and Mobile/Portable Containers^b</i>					
2100 Gallon Tank	Tank overflow, fitting leak	1-2100	Radial	Berm	4594
2100 Gallon Tank	Tank overflow, fitting leak	1-2100	Radial	Berm	4594
210 Gallon Tank	Tank overflow, fitting leak	1-2100	Radial	Berm	4594
<i>Oil-filled Operational Equipment (e.g., hydraulic equipment, transformers)^c</i>					
Mobile Gas Pump					
<i>Piping, Valves, etc.</i>					
PVC Piping	Brass Valves				
Tanker Hose	Braided Hose				
<i>Product Transfer Areas (location where oil is loaded to or from a container, pipe or other piece of equipment.)</i>					
Pump and hose to WVO	Receiving tank overflow, fitting leak or failure, transfer hose failure	1-2100	Radial	Spill Kit	Absorbs up to 55 gallons
<i>Other Oil-Handling Areas or Oil-Filled Equipment (e.g. flow-through process vessels at an oil production facility)</i>					
None					

^a Use one of the following methods of secondary containment or its equivalent: (1) Dikes, berms, or retaining walls sufficiently impervious to contain oil; (2) Curbing; (3) Culverting, gutters, or other drainage systems; (4) Weirs, booms, or other barriers; (5) Spill diversion ponds; (6) Retention ponds; or (7) Sorbent materials.

^b For storage tanks and bulk storage containers, the secondary containment capacity must be at least the capacity of the largest container plus additional capacity to contain rainfall or other precipitation.

Facility Name: Filta LV

◦ For oil-filled operational equipment: Document in the table above if alternative measures to secondary containment (as described in §112.7(k)) are implemented at the facility.

3. Inspections, Testing, Recordkeeping and Personnel Training (§§112.7(e) and (f), 112.8(c)(6) and (d)(4), 112.9(c)(3), 112.12(c)(6) and (d)(4)):

Table G-5 Inspections, Testing, Recordkeeping and Personnel Training	
An inspection and/or testing program is implemented for all aboveground bulk storage containers and piping at this facility. [§§112.8(c)(6) and (d)(4), 112.9(c)(3), 112.12(c)(6) and (d)(4)]	x
<p>The following is a description of the inspection and/or testing program (e.g. reference to industry standard utilized, scope, frequency, method of inspection or test, and person conducting the inspection) for all aboveground bulk storage containers and piping at this facility:</p> <ol style="list-style-type: none"> 1. An assigned knowledgeable employee does periodic visual inspections of the aboveground oil storage containers, including all aboveground container piping using attachment 3.1 to document inspections; records of inspections consist of a monthly inspection checklist. Visual inspections of oil containers follow the inspection schedule in Attachment 3.2 of this plan. 2. If employee encounters a spill during an inspection of the oil storage or transfer equipment, the employee will immediately take the necessary actions outlined in table G-7. 	
	x
A record of the inspections and tests are kept at the facility or with the SPCC Plan for a period of three years. [§112.7(e)] [See Inspection Log and Schedule in Attachment 3.1]	x
Inspections and tests are signed by the appropriate supervisor or inspector. [§112.7(e)]	x
Personnel, training, and discharge prevention procedures [§112.7(f)]	
Oil-handling personnel are trained in the operation and maintenance of equipment to prevent discharges; discharge procedure protocols; applicable pollution control laws, rules, and regulations; general facility operations; and, the contents of the facility SPCC Plan. [§112.7(f)]	x
A person who reports to facility management is designated and accountable for discharge prevention. [§112.7(f)] Name/Title: Blue Wanco, Owner/Operator	x
Discharge prevention briefings are conducted for oil-handling personnel annually to assure adequate understanding of the SPCC Plan for that facility. Such briefings highlight and describe past reportable discharges or failures, malfunctioning components, and any recently developed precautionary measures. [§112.7(f)] [See Oil-handling Personnel Training and Briefing Log in Attachment 3.4]	x
Facility Name: Filta Lv	

4. Security (excluding oil production facilities) §112.7(g):**Table G-6 Implementation and Description of Security Measures**

Security measures are implemented at this facility to prevent unauthorized access to oil handling, processing, and storage area.	x
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The following is a description of how you secure and control access to the oil handling, processing and storage areas; secure master flow and drain valves; prevent unauthorized access to starter controls on oil pumps; secure out-of-service and loading/unloading connections of oil pipelines; address the appropriateness of security lighting to both prevent acts of vandalism and assist in the discovery of oil discharges:

1. The oil tanks are in a secured warehouse, monitored by employees from all 3 shifts throughout the day. The tanks are stationed inside a containment wall. Only authorized Filta personnel have access to the tanks, pumps, hoses, and containment area. Each tank has its own shut off valve. The piping system attached to the tanks is coupled shut, preventing a discharge of oil in case a tank valve fails.

5. Emergency Procedures and Notifications (§112.7(a)(3)(iv) and 112.7(a)(5)):**Table G-7 Description of Emergency Procedures and Notifications**

The following is a description of the immediate actions to be taken by facility personnel in the event of a discharge to navigable waters or adjoining shorelines [§112.7(a)(3)(iv) and 112.7(a)(5)]:

1. Shut off pump in the event of a spill during transfer operation.
2. Safely identify and contain the discharge with absorbents, sandbags, or other material from spill kits.
 - a. Several 55 gallon spill kits are stored in the facility
3. Contact regulatory authorities and other response personnel and organizations.

Facility Name:	Filta Lv
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6. Contact List (§112.7(a)(3)(vi)):

Table G-8 Contact List	
Contact Organization / Person	Telephone Number
National Response Center (NRC)	1-800-424-8802
Cleanup Contractor(s) Clean Harbors Environmental MP Environmental Services	(702)396-4148 (877)725-1108
Key Facility Personnel	
Designated Person Accountable for Discharge Prevention: Blue Wanco, Owner/Operator	Office: 702-280-8242
	Emergency: 702-635-5588
Lauren Wanco, Owner/Operator	Office:702-635-5588
	Emergency: 702-280-8242
Josh Oliva, Operations Manager	Office:702-325-2407
	Emergency:
	Office:
	Emergency:
State Oil Pollution Control Agencies Nevada Division of Environmental Protection 375 E. Warm Springs Rd. Suite 200 Las Vegas NV 89119	702-668-3900
Other State, Federal, and Local Agencies EPA 4220 S. Maryland Pkwy Suite C Las Vegas Nv 89119	702-798-2485
Local Fire Department	911
Local Police Department	911
Hospital Southern Hills Hospital 9300 W. Sunset Rd, Las Vegas NV 89148	702-916-5000

Other Contact References (e.g., downstream water intakes or neighboring facilities)

Las Vegas Valley Water District

702-870-4194

NV Energy

702-402-5555

Facility Name: Filta LV

7. NRC Notification Procedure (§112.7(a)(4) and (a)(5)):

Table G-9 NRC Notification Procedure	
In the event of a discharge of oil to navigable waters or adjoining shorelines, the following information identified in Attachment 4 will be provided to the National Response Center immediately following identification of a discharge to navigable waters or adjoining shorelines [See Discharge Notification Form in Attachment 4]: [§112.7(a)(4)]	x
<ul style="list-style-type: none"> ● The exact address or location and phone number of the facility; ● Date and time of the discharge; ● Type of material discharged; ● Estimate of the total quantity discharged; ● Estimate of the quantity discharged to navigable waters; ● Source of the discharge; 	<ul style="list-style-type: none"> ● Description of all affected media; ● Cause of the discharge; ● Any damages or injuries caused by the discharge; ● Actions being used to stop, remove, and mitigate the effects of the discharge; ● Whether an evacuation may be needed; and ● Names of individuals and/or organizations who have also been contacted.

8. SPCC Spill Reporting Requirements (Report within 60 days) (§112.4):

Submit information to the EPA Regional Administrator (RA) and the appropriate agency or agencies in charge of oil pollution control activities in the State in which the facility is located within 60 days from one of the following discharge events:

- A single discharge of more than 1,000 U.S. gallons of oil to navigable waters or adjoining shorelines or
- Two discharges to navigable waters or adjoining shorelines each more than 42 U.S. gallons of oil occurring within any twelve month period

You must submit the following information to the RA:

- (1) Name of the facility;
- (2) Your name;
- (3) Location of the facility;
- (4) Maximum storage or handling capacity of the facility and normal daily throughput;
- (5) Corrective action and countermeasures you have taken, including a description of equipment repairs and replacements;
- (6) An adequate description of the facility, including maps, flow diagrams, and topographical maps, as needed;
- (7) The cause of the discharge and the subsystem involved;
- (8) Additional information regarding the possibility of recurrence;
- (9) Such other information as the Regional Administrator may reasonably require pertinent to the Plan or discharge.

NOTE: Complete one of the following sections (A, B or C) as appropriate for the facility type.

Facility Name: _____

A. Onshore Facilities (excluding production) (§§112.8(b) through (d), 112.12(b) through (d)):

Facility Name: Filta LV

The owner or operator must meet the general rule requirements as well as requirements under this section. Note that not all provisions may be applicable to all owners/operators. For example, a facility may not maintain completely buried metallic storage tanks installed after January 10, 1974, and thus would not have to abide by requirements in §§112.8(c)(4) and 112.12(c)(4), listed below. **In cases where a provision is not applicable, write "N/A".**

Table G-10 General Rule Requirements for Onshore Facilities		N/A
Drainage from diked storage areas is restrained by valves to prevent a discharge into the drainage system or facility effluent treatment system, except where facility systems are designed to control such discharge. Diked areas may be emptied by pumps or ejectors that must be manually activated after inspecting the condition of the accumulation to ensure no oil will be discharged. [§§112.8(b)(1) and 112.12(b)(1)]	x	<input type="checkbox"/>
Valves of manual, open-and-closed design are used for the drainage of diked areas. [§§112.8(b)(2) and 112.12(b)(2)]	<input type="checkbox"/>	x
The containers at the facility are compatible with materials stored and conditions of storage such as pressure and temperature. [§§112.8(c)(1) and 112.12(c)(1)]	x	<input type="checkbox"/>
Secondary containment for the bulk storage containers (including mobile/portable oil storage containers) holds the capacity of the largest container plus additional capacity to contain precipitation. Mobile or portable oil storage containers are positioned to prevent a discharge as described in §112.1(b). [§112.6(a)(3)(ii)]	x	<input type="checkbox"/>
If uncontaminated rainwater from diked areas drains into a storm drain or open watercourse the following procedures will be implemented at the facility: [§§112.8(c)(3) and 112.12(c)(3)]		
<ul style="list-style-type: none"> ● Bypass valve is normally sealed closed 	<input type="checkbox"/>	x
<ul style="list-style-type: none"> ● Retained rainwater is inspected to ensure that its presence will not cause a discharge to navigable waters or adjoining shorelines 	<input type="checkbox"/>	x
<ul style="list-style-type: none"> ● Bypass valve is opened and resealed under responsible supervision 	<input type="checkbox"/>	x
<ul style="list-style-type: none"> ● Adequate records of drainage are kept [See Dike Drainage Log in Attachment 3.3] 	<input type="checkbox"/>	x
For completely buried metallic tanks installed on or after January 10, 1974 at this facility [§§112.8(c)(4) and 112.12(c)(4)]:		
<ul style="list-style-type: none"> ● Tanks have corrosion protection with coatings or cathodic protection compatible with local soil conditions. 	<input type="checkbox"/>	x
<ul style="list-style-type: none"> ● Regular leak testing is conducted. 	<input type="checkbox"/>	x
For partially buried or bunkered metallic tanks [§112.8(c)(5) and §112.12(c)(5)]:		
<ul style="list-style-type: none"> ● Tanks have corrosion protection with coatings or cathodic protection compatible with local soil conditions. 		x
Each aboveground bulk container is tested or inspected for integrity on a regular schedule and whenever material repairs are made. Scope and frequency of the inspections and inspector qualifications are in accordance with industry standards. Container supports and foundations are regularly inspected. [See Inspection Log and Schedule and Bulk Storage Container Inspection Schedule in Attachments 3.1 and 3.2] [§112.8(c)(6) and §112.12(c)(6)(i)]	x	<input type="checkbox"/>
Outsides of bulk storage containers are frequently inspected for signs of deterioration, discharges, or accumulation of oil inside diked areas. [See Inspection Log and Schedule in Attachment 3.1] [§§112.8(c)(6) and 112.12(c)(6)]	x	<input type="checkbox"/>
For bulk storage containers that are subject to 21 CFR part 110 which are shop-fabricated, constructed of austenitic stainless steel, elevated and have no external insulation, formal visual inspection is conducted on a regular schedule. Appropriate qualifications for personnel performing tests and inspections are documented. [See Inspection Log and Schedule and Bulk Storage Container Inspection Schedule in Attachments 3.1 and 3.2] [§112.12(c)(6)(ii)]	<input type="checkbox"/>	x

Table G-10 General Rule Requirements for Onshore Facilities		N/A
Each container is provided with a system or documented procedure to prevent overfills for the container. Describe: Transfers into a waste oil tank: Transfer all waste oil into the tank fill port using pump and hose. If an oil spill occurs, the spill kit in the warehouse will be used to contain the spill. The individual tanks have markings on the outside to gauge the current levels.	x	<input type="checkbox"/>
Liquid level sensing devices are regularly tested to ensure proper operation [See Inspection Log and Schedule in Attachment 3.1] . <i>[\$§112.6(a)(3)(iii)]</i>	x	<input type="checkbox"/>
Visible discharges which result in a loss of oil from the container, including but not limited to seams, gaskets, piping, pumps, valves, rivets, and bolts are promptly corrected and oil in diked areas is promptly removed. <i>[\$§112.8(c)(10) and 112.12(c)(10)]</i>	x	<input type="checkbox"/>
Aboveground valves, piping, and appurtenances such as flange joints, expansion joints, valve glands and bodies, catch pans, pipeline supports, locking of valves, and metal surfaces are inspected regularly. [See Inspection Log and Schedule in Attachment 3.1] <i>[\$§112.8(d)(4) and 112.12(d)(4)]</i>	x	<input type="checkbox"/>
Integrity and leak testing are conducted on buried piping at the time of installation, modification, construction, relocation, or replacement. [See Inspection Log and Schedule in Attachment 3.1] <i>[\$§112.8(d)(4) and 112.12(d)(4)]</i>		x

Facility Name: Filta LV

B. Onshore Oil Production Facilities (excluding drilling and workover facilities) (§112.9(b), (c), and (d)):

Facility Name: Filta LV

The owner or operator must meet the general rule requirements as well as the requirements under this section. Note that not all provisions may be applicable to all owners/operators. In cases where a provision is not applicable, write "N/A".

Table G-11 General Rule Requirements for Onshore Oil Production Facilities		N/A
At tank batteries, separation and treating areas, drainage is closed and sealed except when draining uncontaminated rainwater. Accumulated oil on the rainwater is returned to storage or disposed of in accordance with legally approved methods. [§112.9(b)(1)]	<input type="checkbox"/>	x
Prior to drainage, diked areas are inspected and [§112.9(b)(1)]: <ul style="list-style-type: none"> ● Retained rainwater is inspected to ensure that its presence will not cause a discharge to navigable waters ● Bypass valve is opened and resealed under responsible supervision ● Adequate records of drainage are kept [See Dike Drainage Log in Attachment 3.3] 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	x x x
Field drainage systems and oil traps, sumps, or skimmers are inspected at regularly scheduled intervals for oil, and accumulations of oil are promptly removed [See Inspection Log and Schedule in Attachment 3.1] [§112.9(b)(2)]	<input type="checkbox"/>	x
The containers used at this facility are compatible with materials stored and conditions of storage. [§112.9(c)(1)]	x	<input type="checkbox"/>
All tank battery, separation, and treating facility installations (except for flow-through process vessels) are constructed with a capacity to hold the largest single container plus additional capacity to contain rainfall. Drainage from undiked areas is safely confined in a catchment basin or holding pond. [§112.9(c)(2)]	<input type="checkbox"/>	x
Except for flow-through process vessels, containers that are on or above the surface of the ground, including foundations and supports, are visually inspected for deterioration and maintenance needs on a regular schedule. [See Inspection Log and Schedule in Attachment 3.1] [§112.9(c)(3)]	x	<input type="checkbox"/>
New and old tank batteries at this facility are engineered/updated in accordance with good engineering practices to prevent discharges including at least one of the following: <ol style="list-style-type: none"> i. adequate container capacity to prevent overflow if regular pumping/gauging is delayed; ii. overflow equalizing lines between containers so that a full container can overflow to an adjacent container; iii. vacuum protection to prevent container collapse; or iv. high level sensors to generate and transmit an alarm to the computer where the facility is subject to a computer production control system. [§112.9(c)(4)] 	<input type="checkbox"/>	x
Flow-through process vessels and associated components are: <ul style="list-style-type: none"> ● Are constructed with a capacity to hold the largest single container plus additional capacity to contain rainfall. Drainage from undiked areas is safely confined in a catchment basin or holding pond; [§112.9(c)(2)] and ● That are on or above the surface of the ground, including foundations and supports, are visually inspected for deterioration and maintenance needs on a regular schedule. [See Inspection Log and Schedule in Attachment 3.1] [§112.9(c)(3)] <p>Or</p> <ul style="list-style-type: none"> ● Visually inspected and/or tested periodically and on a regular schedule for leaks, corrosion, or other conditions that could lead to a discharge to navigable waters; and ● Corrective action or repairs are applied to flow-through process vessels and any associated components as indicated by regularly scheduled visual inspections, tests, or evidence of an oil discharge; and ● Any accumulations of oil discharges associated with flow-through process vessels are promptly removed; and ● Flow-through process vessels are provided with a secondary means of containment for the entire capacity of the largest single container and sufficient freeboard to contain precipitation within six months of a discharge from flow-through process vessels of more than 1,000 U.S. gallons of oil in a single discharge as described in §112.1(b), or a discharge more than 42 U.S. gallons of oil in each of two discharges as described in §112.1(b) within any twelve month period. [§112.9(c)(5)] (Leave blank until such time that this provision is applicable.) 	<input type="checkbox"/> x x x x	x <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Table G-11 General Rule Requirements for Onshore Oil Production Facilities		N/A
All aboveground valves and piping associated with transfer operations are inspected periodically and upon a regular schedule. The general condition of flange joints, valve glands and bodies, drip pans, pipe supports, pumping well polish rod stuffing boxes, bleeder and gauge valves, and other such items are included in the inspection. [See Inspection Log and Schedule in Attachment 3.1] [§112.9(d)(1)]	x	<input type="checkbox"/>
An oil spill contingency plan and written commitment of resources are provided for flowlines and intra-facility gathering lines [See Oil Spill Contingency Plan and Checklist in Attachment 2 and Inspection Log and Schedule in Attachment 3.1] [§112.9(d)(3)]	x	<input type="checkbox"/>
or Appropriate secondary containment and/or diversionary structures or equipment is provided for flowlines and intra-facility gathering lines to prevent a discharge to navigable waters or adjoining shorelines. The entire secondary containment system, including walls and floor, is capable of containing oil and is constructed so that any discharge from the pipe, will not escape the containment system before cleanup occurs.	x	<input type="checkbox"/>
A flowline/intra-facility gathering line maintenance program to prevent discharges from each flowline has been established at this facility. The maintenance program addresses each of the following:	x	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Flowlines and intra-facility gathering lines and associated valves and equipment are compatible with the type of production fluids, their potential corrosivity, volume, and pressure, and other conditions expected in the operational environment; ● Flowlines, intra-facility gathering lines and associated appurtenances are visually inspected and/or tested on a periodic and regular schedule for leaks, oil discharges, corrosion, or other conditions that could lead to a discharge as described in §112.1(b). The frequency and type of testing allows for the implementation of a contingency plan as described under part 109 of this chapter. ● Corrective action and repairs to any flowlines and intra-facility gathering lines and associated appurtenances as indicated by regularly scheduled visual inspections, tests, or evidence of a discharge. ● Accumulations of oil discharges associated with flowlines, intra-facility gathering lines, and associated appurtenances are promptly removed. <i>[§112.9(d)(4)]</i> 	x	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Flowlines and intra-facility gathering lines and associated valves and equipment are compatible with the type of production fluids, their potential corrosivity, volume, and pressure, and other conditions expected in the operational environment; ● Flowlines, intra-facility gathering lines and associated appurtenances are visually inspected and/or tested on a periodic and regular schedule for leaks, oil discharges, corrosion, or other conditions that could lead to a discharge as described in §112.1(b). The frequency and type of testing allows for the implementation of a contingency plan as described under part 109 of this chapter. ● Corrective action and repairs to any flowlines and intra-facility gathering lines and associated appurtenances as indicated by regularly scheduled visual inspections, tests, or evidence of a discharge. ● Accumulations of oil discharges associated with flowlines, intra-facility gathering lines, and associated appurtenances are promptly removed. <i>[§112.9(d)(4)]</i> 	x	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Flowlines and intra-facility gathering lines and associated valves and equipment are compatible with the type of production fluids, their potential corrosivity, volume, and pressure, and other conditions expected in the operational environment; ● Flowlines, intra-facility gathering lines and associated appurtenances are visually inspected and/or tested on a periodic and regular schedule for leaks, oil discharges, corrosion, or other conditions that could lead to a discharge as described in §112.1(b). The frequency and type of testing allows for the implementation of a contingency plan as described under part 109 of this chapter. ● Corrective action and repairs to any flowlines and intra-facility gathering lines and associated appurtenances as indicated by regularly scheduled visual inspections, tests, or evidence of a discharge. ● Accumulations of oil discharges associated with flowlines, intra-facility gathering lines, and associated appurtenances are promptly removed. <i>[§112.9(d)(4)]</i> 	x	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Flowlines and intra-facility gathering lines and associated valves and equipment are compatible with the type of production fluids, their potential corrosivity, volume, and pressure, and other conditions expected in the operational environment; ● Flowlines, intra-facility gathering lines and associated appurtenances are visually inspected and/or tested on a periodic and regular schedule for leaks, oil discharges, corrosion, or other conditions that could lead to a discharge as described in §112.1(b). The frequency and type of testing allows for the implementation of a contingency plan as described under part 109 of this chapter. ● Corrective action and repairs to any flowlines and intra-facility gathering lines and associated appurtenances as indicated by regularly scheduled visual inspections, tests, or evidence of a discharge. ● Accumulations of oil discharges associated with flowlines, intra-facility gathering lines, and associated appurtenances are promptly removed. <i>[§112.9(d)(4)]</i> 	x	<input type="checkbox"/>
The following is a description of the flowline/intra-facility gathering line maintenance program implemented at this facility: Flow lines are maintained and inspected daily.		

C. Onshore Oil Drilling and Workover Facilities (§112.10(b), (c) and (d)):

The owner or operator must meet the general rule requirements as well as the requirements under this section.

Table G-12 General Rule Requirements for Onshore Oil Drilling and Workover Facilities	
Mobile drilling or worker equipment is positioned or located to prevent discharge as described in §112.1(b). <i>[§112.10(b)]</i>	<input type="checkbox"/>
Catchment basins or diversion structures are provided to intercept and contain discharges of fuel, crude oil, or oily drilling fluids. <i>[§112.10(c)]</i>	<input type="checkbox"/>
A blowout prevention (BOP) assembly and well control system was installed before drilling below any casing string or during workover operations. <i>[§112.10(d)]</i>	<input type="checkbox"/>
The BOP assembly and well control system is capable of controlling any well-head pressure that may be encountered while the BOP assembly and well control system are on the well. <i>[§112.10(d)]</i>	<input type="checkbox"/>

Table G-12 General Rule Requirements for Onshore Oil Drilling and Workover Facilities

Facility Name:	Filta LV
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ATTACHMENT 1.1 – Five Year Review Log

ATTACHMENT 1 – Five Year Review and Technical Amendment Logs

I have completed a review and evaluation of the SPCC Plan for this facility, and will/will not amend this Plan as a result.

Table G-13 Review and Evaluation of SPCC Plan for Facility			
Review Date	Plan Amendment		Name and signature of person authorized to review this Plan
	Will Amend	Will Not Amend	
8/16/24		<input type="checkbox"/>	Blue Wanco
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

ATTACHMENT 1.2 – Technical Amendment Log

Facility Name: Filita LV _____

Any technical amendments to this Plan will be re-certified in accordance with Section I of this Plan template.

Table G-15 Description and Certification of Technical Amendments		
Review Date	Description of Technical Amendment	Name and signature of person certifying this technical amendment

Facility Name: Filta LV

ATTACHMENT 2 – Oil Spill Contingency Plan and Checklist

An oil spill contingency plan and written commitment of resources is required for:

- Flowlines and intra-facility gathering lines at oil production facilities and
- Qualified oil-filled operational equipment which has no secondary containment.

An oil spill contingency plan meeting the provisions of 40 CFR part 109, as described below, and a written commitment of manpower, equipment and materials required to expeditiously control and remove any quantity of oil discharged that may be harmful is attached to this Plan.	<input type="checkbox"/>
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Complete the checklist below to verify that the necessary operations outlined in 40 CFR part 109 - Criteria for State, Local and Regional Oil Removal Contingency Plans - have been included.

Table G-15 Checklist of Development and Implementation Criteria for State, Local and Regional Oil Removal Contingency Plans (§109.5)^a	
(a) Definition of the authorities, responsibilities and duties of all persons, organizations or agencies which are to be involved in planning or directing oil removal operations.	<input type="checkbox"/>
(b) Establishment of notification procedures for the purpose of early detection and timely notification of an oil discharge including:	
(1) The identification of critical water use areas to facilitate the reporting of and response to oil discharges.	<input type="checkbox"/>
(2) A current list of names, telephone numbers and addresses of the responsible persons (with alternates) and organizations to be notified when an oil discharge is discovered.	<input type="checkbox"/>
(3) Provisions for access to a reliable communications system for timely notification of an oil discharge, and the capability of interconnection with the communications systems established under related oil removal contingency plans, particularly State and National plans (e.g., NCP).	<input type="checkbox"/>
(4) An established, prearranged procedure for requesting assistance during a major disaster or when the situation exceeds the response capability of the State, local or regional authority.	<input type="checkbox"/>
(c) Provisions to assure that full resource capability is known and can be committed during an oil discharge situation including:	
(1) The identification and inventory of applicable equipment, materials and supplies which are available locally and regionally.	<input type="checkbox"/>
(2) An estimate of the equipment, materials and supplies which would be required to remove the maximum oil discharge to be anticipated.	<input type="checkbox"/>
(3) Development of agreements and arrangements in advance of an oil discharge for the acquisition of equipment, materials and supplies to be used in responding to such a discharge.	<input type="checkbox"/>
(d) Provisions for well defined and specific actions to be taken after discovery and notification of an oil discharge including:	
(1) Specification of an oil discharge response operating team consisting of trained, prepared and available operating personnel.	<input type="checkbox"/>
(2) Predesignation of a properly qualified oil discharge response coordinator who is charged with the responsibility and delegated commensurate authority for directing and coordinating response operations and who knows how to request assistance from Federal authorities operating under existing national and regional contingency plans.	<input type="checkbox"/>
(3) A preplanned location for an oil discharge response operations center and a reliable communications system for directing the coordinated overall response operations.	<input type="checkbox"/>
(4) Provisions for varying degrees of response effort depending on the severity of the oil discharge.	<input type="checkbox"/>
(5) Specification of the order of priority in which the various water uses are to be protected where more than one water use may be adversely affected as a result of an oil discharge and where response operations may not be adequate to protect all uses.	<input type="checkbox"/>
(6) Specific and well defined procedures to facilitate recovery of damages and enforcement measures as provided for by State and local statutes and ordinances.	<input type="checkbox"/>

^a The contingency plan must be consistent with all applicable state and local plans, Area Contingency Plans, and the National

ATTACHMENT 3 – Inspections, Dike Drainage and Personnel Training Logs

ATTACHMENT 3.1 – Inspection Log and Schedule

Table G-16 Inspection Log and Schedule
 This log is intended to document compliance with §§ 112.6(a)(3)(iii), 112.8(c)(6), 112.8(d)(4), 112.9(b)(2), 112.9(c)(3), 112.9(d)(1), 112.9(d)(4), 112.12.(c)(6), and 112.12(d)(4), as applicable.

Date of Inspection	Container / Piping / Equipment	Describe Scope (or cite Industry Standard)	Observations	Name/ Signature of Inspector	Records maintained separately ^a
8/1/2024	All piping	Visual inspection	All tanks are in good condition and no visual cracks or leaks are physically visible. There is no leak present on any of the tank valves.	Joshua Oliva	x
8/1/2024	Secondary containment	Visual inspection	Containment berm shows no sign of physical damage to the structure.	Joshua Oliva	x
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>

Facility Name: Filta LV

^a Indicate in the table above if records of facility inspections are maintained separately at this facility.

ATTACHMENT 3.2 – Bulk Storage Container Inspection Schedule – onshore facilities (excluding production):

To comply with integrity inspection requirement for bulk storage containers, inspect/test each shop-built aboveground bulk storage container on a regular schedule in accordance with a recognized container inspection standard based on the minimum requirements in the following table.

Table G-17 Bulk Storage Container Inspection Schedule	
Container Size and Design Specification	Inspection requirement
Portable containers (including drums, totes, and intermodal bulk containers (IBC))	Visually inspect monthly for signs of deterioration, discharges or accumulation of oil inside containment areas
55 to 1,100 gallons with sized secondary containment	Visually inspect monthly for signs of deterioration, discharges or accumulation of oil inside diked areas plus any annual inspection elements per industry inspection standards
1,101 to 5,000 gallons with sized secondary containment and a means of leak detection ^a	
1,101 to 5,000 gallons with sized secondary containment and no method of leak detection. (3) 2100 gallon tanks	Visually inspect monthly for signs of deterioration, discharges or accumulation of oil inside diked areas, plus any annual inspection elements and other specific integrity tests that may be required per industry inspection standards

^a Examples of leak detection include, but are not limited to, double-walled tanks and elevated containers where a leak can be visually identified.

Facility Name: Filta LV

Table G-18 Dike Drainage Log

Date	Bypass valve sealed closed	Rainwater inspected to be sure no oil (or sheen) is visible	Open bypass valve and reseal it following drainage	Drainage activity supervised	Observations	Signature of Inspector
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Facility						

Table G-19 Oil-Handling Personnel Training and Briefing Log		
Date	Description / Scope	Attendees
8/1/24	Daily routine training and handling	All full time staff

ATTACHMENT 3.4 – Oil-handling Personnel Training and Briefing Log

8/1/24	Monthly training and briefing	All full time staff
Facility Name:	Filta LV	

In the event of a discharge of oil to navigable waters or adjoining shorelines, the following information will be provided to the National Response Center [also see the notification information provided in Section 7 of the Plan]:

Table G-20 Information provided to the National Response Center in the Event of a Discharge			
Discharge/Discovery Date		Time	
Facility Name Filta LV			
Facility Location: 3925 W. Hacienda Ave. Las Vegas NV 89118			
Name of reporting individual		Telephone #	
Type of material discharged		Estimated total quantity discharged	Gallons/Barrels
Source of the discharge		Media affected	<input type="checkbox"/> Soil
			<input type="checkbox"/> Water (specify)
			<input type="checkbox"/> Other (specify)
Actions taken			
Damage or injuries	<input type="checkbox"/> No <input type="checkbox"/> Yes (specify)	Evacuation needed?	<input type="checkbox"/> No <input type="checkbox"/> Yes (specify)
Organizations and individuals contacted	<input type="checkbox"/> National Response Center 800-424-8802 Time		
	<input type="checkbox"/> Cleanup contractor (Specify) Time Clean Harbors Environmental 702-258-0109		
	<input type="checkbox"/> Facility personnel (Specify) Time		

State Agency (Specify) Time

EPA Nevada

702-798-2485

Other (Specify) Time

Facility Name: Filta NV

ATTACHMENT 4 – Discharge Notification Form