UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): February 15, 2021

AQUA METALS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**001-37515**	**47-1169572**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

2500 Peru Dr.
McCarran, Nevada 89437
(Address of principal executive offices)

(775) 525-1936
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions.

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14d-2(b)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b)
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Securities registered pursuant to Section 12(b)of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common stock: Par value $.001	AQMS	Nasdaq Capital Market

Item 1.01 Entry into a Material Definitive Agreement.

On February 15, 2021, we entered into a series of definitive agreements with LINICO Corporation, a Nevada corporation, or LiNiCo, pursuant to which we leased, with an option to purchase, our recycling facility at the Tahoe Reno Industrial Center, or TRIC, located in McCarran, Nevada, and acquired an approximately 11% equity interest in LiNiCo.

Industrial Lease and Option to Purchase Agreement

We have entered into an Industrial Lease Agreement with LiNiCo dated February 15, 2021 pursuant to which we have leased to LiNiCo our 136,750 square foot recycling facility at TRIC. The lease commences April 1, 2021 and expires on March 31, 2023. During the lease term, LiNiCo has the option to purchase the land and facilities at a purchase price of $14.25 million if the option is exercised and the sale is completed by October 1, 2022 and $15.25 million if the option is exercised and the sale is completed after October 1, 2022 and prior to March 31, 2023. The purchase option is subject to LiNiCo's payment of a nonrefundable deposit of $1.25 million by October 15, 2021 and a second nonrefundable deposit of $2 million by November 22, 2022, both of which will be applied towards the purchase price. The lease agreement is a triple-net lease pursuant to which LiNiCo's will be responsible for all fixed costs, including maintenance, utilities, insurance, and property taxes. The lease agreement provides for LiNiCo's monthly lease payments starting at $68,000 per month and increasing to $100,640 in the last six months of the lease. The lease agreement allows us to retain the use of a portion of the facility for our ongoing research and development activities, including operation of the lab and the use of office space.

With respect to the portion of the facility that was damaged in the November 2019 fire, consisting of approximately 30,000 square feet, we our obligated to complete the clean-up of the damaged area, at our expense, by July 31, 2021 and repair all damage to the damaged area, at our expense, by November 15, 2021. With regard to the equipment on-site at TRIC, we have granted LiNiCo the right of first offer to purchase any equipment we offer for sale. The lease agreement contains customary representations, warranties and indemnities on the part of both parties.

Investment Agreement

On February 15, 2021, we entered into a Series A Preferred Stock Purchase Agreement with LiNiCo that provides for our issuance of 375,000 shares ("Aqua Shares") of our common stock in consideration of LiNiCo's issuance 1,500 shares of its Series A Preferred Stock, at a stated aggregate value of $1,500,000, along with a three-year warrant ("Series A Warrant") to purchase an additional 500 shares of LiNiCo Series A Preferred Stock at an exercise price of $1,000 per share. The 1,500 shares of the Series A Preferred Stock represents approximately 11% of LiNiCo common stock on a fully diluted basis, before giving effect to our exercise of the Series A Warrant or any other outstanding warrants of LiNiCo.

The LiNiCo Series A Preferred Stock is senior to all other capital stock of LiNiCo with regard to dividends and distributions upon liquidation, dissolution and sale of the company. Each share of LiNiCo Series A Preferred Stock is entitled to one vote per share and votes with the common stock on all matters, subject to certain protective provisions that require the approval of the holders of the Series A Preferred Stock voting as a class. The Series A Preferred Stock accrues a cumulative dividend of 8% per annum on the original stated value of $1,000 per share, and all accrued and unpaid dividends on the Series A Preferred Stock must be paid in full prior to the payment of any dividends on any other shares LiNiCo capital stock. In the event of any liquidation or dissolution of LiNiCo, which would include a sale of LiNiCo, the holders of the Series A Preferred Stock shall receive the return of their stated value of $1,000 per share plus all accrued and unpaid dividends prior to any distribution to the holders of any other capital stock of LiNiCo, following which the holders of the Series A Preferred Stock shall participate in the distribution of any remaining assets with the holders of the junior stock on an as-converted basis. The Series A Preferred Stock is convertible into shares of LiNiCo common stock at our option and is automatically converted into LiNiCo common stock upon the election of the holders of a majority of the LiNiCo Series A Preferred Stock or upon a qualifying IPO of LiNiCo common stock. The Series A Preferred Stockholders are also provided with preemptive rights allowing them the right to purchase their proportional share of certain future LiNiCo equity issuances.

The Series A Preferred Stock Purchase Agreement includes customary representations, warranties, and covenants by LiNiCo and us, and an indemnity from us in favor of LiNiCo.

In the event that LiNiCo's sale of the initial 281,250 of the Aqua Shares results in net proceeds to LiNiCo of less than $1,500,000, we will be required to pay LiNiCo the difference in cash. If the sale of the 281,250 Aqua Shares results in net proceeds to LiNiCo of more than $1,500,000, such excess proceeds shall be applied to the exercise of our Series A Warrant. The balance of the 93,750 Aqua Shares will be held by LiNiCo for six months after the closing, and if the net proceeds received by LiNiCo from the sale of the 93,750 Aqua Shares, plus the net proceeds from the sale of the initial 281,250 of the Aqua Shares (including any shortfall payment by us), is greater than $2,000,000, such excess shall be paid back to us.

In connection with the investment transactions, we also entered into an Investors Rights Agreement and a Voting Agreement, each dated February 15, 2021, pursuant to which LiNiCo granted us customary demand and piggyback registration rights, information rights and the right to nominate one person to the LiNiCo board of directors as long as we are the owner of at least 10% of the LiNiCO common stock on a fully-diluted basis.

Comstock Mining Inc., a Nevada corporation (NYSE-MKT: LODE), is the beneficial owner of approximately 50% of the common shares of LiNiCo. Our Chief Financial Officer, Judd Merrill, is a member of the board of directors of Comstock Mining.

The Aqua Shares will be issued pursuant to a shelf registration statement that we filed with the Securities and Exchange Commission, which became effective on December 2, 2019 (File No. 333-235238). A prospectus supplement relating to the offering will be filed with the Securities and Exchange Commission. The closing of the offering is expected to take place on or about February 17, 2021, subject to the satisfaction of customary closing conditions.

A copy of the legal opinion and consent of Greenberg Traurig, LLP relating to the Aqua Shares is attached hereto as Exhibit 5.1.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

The following exhibits are filed with this report:

Exhibit Number	Exhibit Description	Method of Filing
5.1	Opinion of Greenberg Traurig, LLP	Filed Electronically herewith
10.1	Industrial Lease Agreement dated February 15, 2021 between Aqua Metals Reno Inc. and LINICO Corporation	Filed Electronically herewith
10.2	Series A Preferred Stock Purchase Agreement dated February 15, 2021 between Aqua Metals, Inc. and LINICO Corporation	Filed Electronically herewith
10.3	Investor Rights Agreement dated February 15, 2021 between Aqua Metals, Inc. and LINICO Corporation	Filed Electronically herewith
10.4	Voting Agreement dated February 15, 2021 between Aqua Metals, Inc. and LINICO Corporation	Filed Electronically herewith
23.1	Consent of Greenberg Traurig, LLP (included in Exhibit 5.1)	Filed Electronically herewith
104	Cover page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)	

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AQUA METALS, INC.

Dated: February 17, 2021

/s/ Stephen Cotton
Stephen Cotton,
President and Chief Executive Officer

Exhibit 5.1

GREENBERG TRAURIG, LLP
18565 Jamboree Road, Suite 500
Irvine, CA 92612

February 17, 2021

Aqua Metals, Inc.
2500 Peru Dr.
McCarran, NV 89437

Re: Prospectus Supplement to Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel to Aqua Metals, Inc., a Delaware corporation (the "**Company**"), in connection with (i) the Registration Statement on Form S-3 (SEC File No. 333-235238) (the "**Registration Statement**") filed with the Securities and Exchange Commission ("**Commission**") under the Securities Act of 1933, as amended, relating to the registration by the Company of, among other things, common stock, par value $0.001 per share (the "**Common Stock**"), which may be issued from time to time as set forth in the Registration Statement and the prospectus contained therein; and (ii) the prospectus supplement dated February 17, 2021 (the "**Prospectus Supplement**") relating to the issue and sale pursuant to the Registration Statement of 375,000 shares (the "**Shares**") of Common Stock. The Shares are to be sold by the Company in accordance with the Series A Preferred Stock Purchase Agreement (" **Purchase Agreement**") dated February 15, 2021 between the Company and LINICO Corporation.

You have requested our opinion as to the matters set forth below in connection with the issuance of the Shares. For purposes of rendering this opinion, we have examined the Registration Statements, the Prospectus Supplement, forms of the First Amended and Restated Certificate of Incorporation, as amended to date ("**Certificate of Incorporation**"), and the Second Amended and Restated Bylaws of the Company currently in effect, the Purchase Agreement, and the resolutions of the Board of Directors of the Company relating to the authorization and issuance of the Shares, and the authorization and approval of the Purchase Agreement and the transactions contemplated thereby (the "**Resolutions**"), and we have made such other investigations as we have deemed appropriate. We have examined and relied upon certificates of public officials and, as to certain matters of fact that are material to our opinion, we have also relied on a certificate of an officer of the Company. We have not independently verified the matters set forth in such certificates.

Based upon and subject to the foregoing, we are of the opinion that the Shares, when issued and paid for in accordance with the Purchase Agreement and as provided in the Prospectus Supplement, will be validly issued, fully paid and nonassessable.

We consent to the reference to our firm under the caption "Legal Matters" in the Prospectus Supplement and to the filing of this opinion as an exhibit to a Current Report on Form 8-K to be filed with the Commission for incorporation by reference into the Registration Statement. This opinion is expressed as of the date hereof, and we disclaim any responsibility to advise you of any changes in the facts stated or assumed herein or any changes in applicable law.

Very truly yours,
/s/ GREENBERG TRAURIG, LLP

Exhibit 10.1

INDUSTRIAL LEASE

(SINGLE TENANT)

BETWEEN

AQUA METALS RENO INC.

(Landlord)

AND

LINICO CORPORATION

(Tenant)

Premises: 2500 Peru Drive, McCarran, Nevada 89434
Date: February 15, 2021

THIS LEASE DATED as of February 15, 2021

BY AND BETWEEN:

Aqua Metals Reno Inc., a Delaware corporation
(hereinafter called the "**Landlord**")

- and -

Linico Corporation, a Nevada corporation
(hereinafter called the "**Tenant**")

In consideration of the rents, covenants and agreements hereinafter reserved and contained the parties covenant and agree with each other as follows:

ARTICLE 1 - BASIC PROVISIONS

1.1 Basic Provisions

(a) Landlord: Aqua Metals Reno Inc.,a Delaware corporation

Address: 2500 Peru Drive, McCarran, Nevada 89434

(b) Tenant: Linico Corporation, a Nevada corporation

Address: 2500 Peru Drive, McCarran, Nevada 89434

(c) Guarantor:None.

(d) Intentionally Omitted.

(e) Premises:All of the Land, the Building and related improvements generally located at 2500 Peru Drive, McCarran, Nevada 89434, except for the Excluded Property, together with all appurtenances, rights, easements and rights of way incident thereto.

(f) Term:Twenty-Four (24) months, beginning on April 1, 2021 (the "**Commencement Date**") and ending on March 31, 2023 (the "**Expiration Date**"), unless sooner terminated in the manner set forth in this Lease.

(g) Base Rent:

Lease Month	Monthly Base Rent
1 - 12	$68,000.00
13 - 18	$81,600.00
19 - 24	$100,640.00

(h) Deposits: (i) Pre-Paid Rent: None

(ii) Security Deposit: None

(i) Permitted Use: The recycling of batteries, permitted storage, general office use and all other legal uses incidental thereto.

ARTICLE 2 - SPECIAL PROVISIONS

2.1 See attached Rider No. 1

ARTICLE 3 - STANDARD DEFINITIONS

3.1 **Definitions**

"Additional Rent" means any other amount payable by the Tenant under this Lease other than Base Rent.

"Affiliate" means any person or entity controlling, controlled by or under common control with the Tenant. For purposes hereof, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with" means, in the instance of a corporation or other entity, ownership or voting control, directly or indirectly, of more than fifty percent (50%) of all of the stock, limited liability company, general or other partnership (or similar) interests therein, and the possession of the power to direct or cause the direction of the management and policies of such corporation or other entity through the ownership of voting securities, by contract or otherwise.

"Alterations" means any additions, installations, repairs, alterations, replacements, or improvements made in or to the Premises.

"Anti-Corruption Laws" has the meaning set out in Section 16.18(c).

"Anti-Money Laundering Laws" has the meaning set out in Section 16.18(c).

"Applicable Laws" means all applicable statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction in force from time to time.

"Base Rent" means the amount described in Section 1.1(g).

"Basic Provisions" means the provisions set forth in Article 1 of this Lease.

"Building" means the building located on the Land consisting of approximately 136,000 square feet of rentable area, as shown on**Exhibit** "**A**" attached hereto.

"Building's Structure'" means the Building's exterior walls, roof, elevator shafts, footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, and structural columns and beams.

"Building's Systems'" means the Building's HVAC, life-safety, plumbing, electrical, and mechanical systems.

"Business Day" means a day other than a Saturday, Sunday, or day recognized by the Federal Government or the State of Nevada as a holiday.

"Business Taxes" means every tax and license fee which is levied, rated, charged or assessed against or in respect of any and every business carried on in the Premises or in respect of the use or occupancy thereof and every sub-tenant and licensee of the Tenant whether any such tax or license fee is charged by any federal, municipal, state, school or other body (excluding income or profit taxes upon the income of the Landlord).

"Change of Control" means, in the case of any corporation or partnership, the transfer or issue by sale, assignment, subscription, transmission on death, mortgage, charge, security interest, operation of law or otherwise, of any shares, voting rights or interest which would result in any change in the effective control of such corporation or partnership (and in the case of a partnership, includes a change in any of its partners), unless such change occurs as a result of trading in the shares of a public corporation listed on a recognized stock exchange in the United States.

"Commencement Date" means the date referred to in Section 1.1(f).

"Deposit" has the meaning set out in Section 1.2(b) of Rider No. 1.

"Drawings" has the meaning set out in Section 8.3.

"Environmental Audit" means an investigation or inspection of the Premises or other affected locations of the Premises by an environmental consultant designated by the Landlord together with such other tests, surveys and inquiries as such consultant deems advisable in the circumstances into the generation, use, transport, storage, disposal, handling, sale or manufacture of any Hazardous Substances in, on or about the Premises by the Tenant, those for whom the Tenant is in law responsible or any other person using or occupying the Premises, or into the condition or status of the Premises in relation to possible contamination by any Hazardous Substances. Any such Environmental Audit shall include the contractor's written report delivered to the Landlord summarizing the nature and results of all inspections, investigations, tests, surveys and inquiries conducted by the consultant, and the consultant's recommendations for any investigation, remedial or precautionary actions to be taken in relation to the presence of Hazardous Substances on the Premises.

"Environmental Laws" means collectively, all applicable federal, state and municipal laws, statutes, ordinances, by-laws and regulations and all orders, directives and decisions rendered by, and policies, guidelines and similar guidance of, any ministry, department or administrative or regulatory agencies, authority, tribunal or court, relating to the protection of the environment, human health and safety (including, without limitation, the *Occupational Safety and Health Administration)* or the use, treatment, storage, presence, disposal, packaging, recycling, handling, clean-up or other remediation or corrective action of or in respect of any Hazardous Substances.

"Event of Default" has the meaning set out in Section 13.1.

"Excluded Property" means the real property set forth on**Exhibit** "**B**" attached hereto.

"Expert" means any architect, engineer, land surveyor or other professional consultant from time to time selected jointly by the Landlord and the Tenant.

"Expiration Date" has the meaning set out in Section 1.1(f).

"Financial Institution" has the meaning set out in Section 16.18(a).

"Fiscal Year" means a calendar year.

"Force Majeure" means a strike, labor trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, acts of terrorism, act of God, the failure of any existing tenant or occupant to vacate the Premises or any other similar reason, that is not the fault of the party asserting it. Force Majeure does not include the inability to obtain funds or pay Rent or other monetary amounts.

"Guarantor" means the Person, if any, who has executed or agreed to execute a guaranty agreement in favor of the Landlord.

"Hazardous Substances" means any pollutant, contaminant, chemical, waste or deleterious substance (including, without limitation, and by way of example, solvent waste, liquid industrial waste, other industrial waste, toxic waste, hazardous waste and fungal contaminants) as defined in or pursuant to Environmental Laws.

"Insurance" means all costs incurred by Landlord for insurance, including but not limited to public liability, property damage, earthquake, flood, pollution, terrorism and property insurance for the full replacement costs of the Premises as required by Landlord or any Mortgagee.

"Landlord's Work" has the meaning set forth in Section 4.1(c).

"Land" means the real property generally located at 2500 Peru Drive, McCarran, Nevada 89434, bearing Assessor's Parcel Number 005-071-55, as they may be expanded, reduced or altered from time to time.

"Leasehold Improvements" means all items generally considered as leasehold improvements, including, without limitation, all alterations, fixtures, improvements, installations and additions in or serving the Premises made from time to time by or on behalf of the Tenant or any prior occupant of the Premises including, without limitation, doors, hardware, partitions (excluding free-standing partitions), lighting fixtures, window coverings and carpeting however affixed and whether or not moveable, but excluding trade fixtures and unattached furniture and equipment not of the nature of fixtures.

"Minor Alteration" has the meaning set out in Section 8.3.

"Mortgagee" means a creditor that holds all or part of the Premises as security, but a creditor, chargee or security holder of a tenant is not a Mortgagee.

"OFAC" has the meaning set out in Section 16.18(a).

"Operating Costs" means Insurance and Taxes.

"Person" means any person, firm, partnership, corporation or other legal entity, including any combination of them.

"Premises" means the property described and identified in Section 1.1(e).

"Pre-Paid Rent" means the sum of money set out in Section 1.1(h)(i).

"Prime Rate" means the rate of interest, per annum, from time to time publicly quoted by the Landlord's preferred financial institution, as the reference rate of interest (commonly known as its "prime rate") used by it to determine rates of interest chargeable on American dollar demand loans to its commercial customers.

"Professional Services Agreement" means that certain professional services agreement to be entered into between Landlord and Tenant pursuant to which Landlord will provide administrative, accounting, office support, laboratory support, drafting, electrical and engineering services to Tenant.

"Purchase Option" has the meaning set out in Section 1.1 of Rider No. 1.

"Rent" means the aggregate of Base Rent and Additional Rent.

"Representations and Warranties" has the meaning set out in Section 1.3 of Rider No. 1.

"Rules and Regulations" means the Rules and Regulations annexed hereto as **Exhibit** "**C**" together with any amendments, deletions and additions made by the Landlord from time to time pursuant to Section 16.7, all of which shall form part of this Lease.

"Sales Tax" means all goods and services tax, harmonized sales tax, value added tax, business transfer tax, sales tax, multi-stage sales tax, use tax, consumption tax, or other similar taxes imposed by any federal, state or municipal government upon the Landlord or Tenant in respect of this Lease, or the payments made by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the rental of the Premises and the provision of administrative services to the Tenant hereunder, whether existing at the date of this Lease or hereafter imposed by any governmental authority.

"Security Deposit" means the sum of money set out in Section 1.1(h)(ii).

"Stipulated Rate" means the rate of interest per annum that is three percentage (3%) points more than the Prime Rate.

"Taxes" means all real property taxes (including local improvement taxes), personal property taxes, gross receipts taxes, duties, assessments, impositions and levies of every kind and nature whatsoever whether ordinary or extraordinary, general or special, foreseen or unforeseen, that are now or hereafter levied, rated, charged or assessed by any authority (whether municipal, parliamentary, school or otherwise) against or in respect of the Premises, or any part or parts thereof, and every other tax, charge, rate assessment or payment which may become a charge upon or levied or collected upon or in respect of the Premises, or any parts thereof, and all taxes payable by the Landlord which are imposed in lieu of or in addition to any such real property taxes, personal property taxes and any taxes levied or assessed against the Landlord on account of its ownership of the Premises (excluding income or profit taxes upon the income of the Landlord to the extent such taxes are not levied in lieu of real property taxes levied or assessed against the Premises or upon the Landlord in respect thereof).

"Tenant Related Party" has the meaning set out in Section 16.18(a).

"Term" means the period of time as described in Section 1.1(f).

"Transfer" means all or any of the following, whether by conveyance, written agreement or otherwise: (i) an assignment of this Lease in whole or in part; (ii) a sublease of all or any part of the Premises; (iii) the sharing or transfer of any right of use or occupancy of all or any part of the Premises; (iv) any mortgage, charge or encumbrance of this Lease or the Premises or any part of the Premises or other arrangement under which either this Lease or the Premises become security for any indebtedness or other obligation; and (v) a Change of Control, and includes any transaction or occurrence whatsoever (including, but not limited to, expropriation, receivership proceedings, seizure by legal process and transfer by operation of law), which has changed or might change the identity of the Person having use or occupancy of any part of the Premises. "**Transferor**" or "**Transferee**" have corresponding meanings.

"U.S. Person" has the meaning set out in Section 16.18(a).

ARTICLE 4 - GRANT AND TERM

4.1 **Term, Demise**

(a) The Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises, to have and to hold for the Term, unless sooner terminated by the Landlord pursuant to this Lease. Except with respect to the Landlord's Work and subject to the provisions of Section 4.6 hereof, the Tenant shall accept the Premises including, without limitation, shipping doors and dock levellers (if any) "**AS IS, WHERE IS, WITH ALL FAULTS** " in its state and condition existing at the Commencement Date. Notwithstanding the foregoing, the Landlord represents and warrants to Tenant as of the Commencement Date that, to Landlord's actual knowledge, the Premises is in material compliance with all Applicable Laws.

(b) Notwithstanding anything to the contrary, if the Landlord is unable to cleaned to the standards per section 4.6 and repair fire damaged (the '**Fire Damaged Portion**") area or deliver vacant possession of the Premises to the Tenant for any reason, including but not limited to Force Majeure or the holding over or retention of possession of any other tenant or occupant, or the lack of completion of any repairs, improvements or alterations required to be completed before the Tenant's occupancy of the Premises, then (i) the Commencement Date shall be extended to correspond with the period of delay and the Expiration Date shall be extended by the same number of days; (ii) the validity of this Lease or the parties' respective obligations hereunder shall not be affected; and (iii) the Landlord shall not be in default hereunder or be liable for damages therefor.

(c) Landlord agrees to undertake the following work on the Premises at its sole cost and expense (collectively, the '**Landlord's Work**"): (i) with respect to the portion of the Building, consisting of approximately 30,000 square feet, which is currently damaged by fire damage portion, clean such area by not later than July 31, 2021 and repair all damages to the Fire Damaged Portion of the Building by November 15, 2021; (ii) service and clean the ventilation systems and all filters of the non-Fire Damaged Portion of the Building by the Commencement Date; (iii) the testing and certification by the local fire department of the fire services advanced warning system and sprinkler system in the Fire Damaged Portion of the Building by November 15, 2021. Notwithstanding the foregoing, the deadlines set forth in clause (i) herein shall be extended on a day for day basis for each day of delay caused by the acts or omission of Tenant or its agents or employees. If the repairs in clause (i) herein are not complete by November 15, 2021 (as such date may be extended), then Tenant will be entitled to a prorated reduction in Rent equal to the portion of the Building not useable to the Tenant until such repairs are complete. Notwithstanding anything to the contrary, if, within ten (10) days after the completion date for the work set forth in clause (i) above, Tenant fails to notify Landlord that certain repairs have not been completed pursuant to Section 4.1(c)(i), then Tenant shall conclusively be deemed satisfied with the Building and the Building's Structure and Building's Systems, and Landlord shall have no further obligation or liability relating to such clause (i) above.

4.2 **Quiet Enjoyment**

If the Tenant pays the Rent and fully performs all its obligations under this Lease and there is no Event of Default, then the Tenant may hold and use the Premises without interference by the Landlord or any other person claiming through the Landlord subject to the provisions of this Lease and Applicable Law.

4.3 **Excluded Property**

Notwithstanding anything to the contrary contained in the Lease, Landlord reserves the right to enter and cross through the Premises, subject to providing the Tenant with (48) hours prior notification in areas determined by Landlord in its reasonable discretion, for the purpose of accessing and using the Excluded Property. The Landlord understands that the Tenant has sensitive intellectual property in its possession and will at all times comply with the Tenant's confidentiality terms and conditions as defined in section 4.3.1. In addition to the Excluded Property, Tenant shall permit Landlord to access and use the laboratory within the Building ("**Lab**"), as may be requested by Landlord from time to time; provided, however, that Landlord shall provide Tenant with advance notice of such use and any use thereof by Landlord shall not unreasonably interfere with the operations of Tenant. Landlord agrees to reimburse Tenant an amount equal to $1,000 per month (subject to adjustment) for all utility costs incurred by Tenant in connection with Landlord's use of the Excluded Property and the Lab. Without limiting the rights of Landlord provided in this Lease, Landlord reserves the right to access the Premises at any time for the limited purpose of performing its obligations under the Professional Services Agreement.

4.3.1 With respect to the Tenant's sensitive intellectual property, during the Term, the Landlord agrees to:

(a) Not copy, provide access to, reproduce, translate, decompile, reverse-engineer, the Tenant's products;

(b) notify the Tenant in writing as soon as practicable after it becomes aware of any circumstance in which the Landlord may have had unauthorized access to the products, have caused damage to the products, or is asserting claims to any of the products;

(c) not intentionally damage or interfere with the products; and

(d) Tenant can adopt such reasonable policies rules and regulations as it deems necessary to protect it intellectual property.

4.4 **Equipment Purchase**

Landlord and Tenant agree to defined list of needed equipment and grants to Tenant first right of purchase. Tenant agrees to notify Landlord of intent to exercise the right to purchase within 10 days after notification from the Landlord of intent to sell.

4.5 **Basic Provisions**

The Basic Provisions shall form an integral part of this Lease as though they were set forth herein in full.

4.6 **Landlord Obligation**

Landlord shall use commercially reasonable efforts to obtain and deliver to Tenant a certification from a third-party certified firm certifying that the Premises are rendered free of personal exposure hazards as defined by the OSHA PEL standards and otherwise free of Hazardous Substances (the "**No-Contamination Certification**"). Prior to April 1, 2021 a third party will do a baseline assessment of current lead levels. A phase II environmental site assessment report has been ordered by a thirty-party environmental assessment group. Landlord agrees that it shall provide such phase II environmental assessment to Tenant by not later than August 31, 2021 (the "**Outside Certification Delivery Date**"). Notwithstanding the foregoing, the Outside Certification Delivery Date shall be extended on a day for day basis for each day of delay caused by the acts or omission of Tenant or its agents or employees. If the Landlord fails to deliver the No-Contamination Certification by the Outside Certification Delivery Date, then Tenant shall have the right, as its sole and exclusive remedy, to terminate this Lease by delivering written notice thereof to Landlord within sixty (60) days following the Outside Certification Delivery Date; provided that Tenant shall not have the right to terminate this Lease if Landlord delivers the No-Contamination Certification prior to Tenant's delivery of such termination notice.

ARTICLE 5 – USE OF PREMISES

5.1 **Use**

The Tenant will, actively and continuously, operate its business in the whole of the Premises only for the use set out in Section 1.1(i) and for no other purpose, and shall comply with all Applicable Laws relating to the use, condition, access to, and occupancy of the Premises and will not commit waste, overload the Building's Structure or the Building's Systems or subject the Premises to use that would damage the Premises. Except as expressly set forth in this Lease, the Landlord has made no representation or warranty to the Tenant concerning any aspect of the Premises and the Tenant is solely responsible for satisfying itself concerning the suitability of the Premises for their intended use by the Tenant, the applicable zoning and use restriction by-laws, and availability of permits.

5.2 **Conduct of Business**

In the conduct of the Tenant's business, the Tenant will:

(a) not allow or cause any act to occur in or about the Premises which, in the Landlord's opinion, in any way cause damage to the Premises;

(b) keep the Premises free of debris and other items that might attract rodents or vermin and free of anything of a dangerous, noxious or offensive nature or which could create a fire, environmental, health or other hazard (including any electromagnetic fields or other forms of radiation) or undue vibration, heat or noise, except as otherwise required for the operations of the business;

(c) not cause or allow any overloading of the floors of the Premises or the bringing into or onto any part of the Premises of any articles or fixtures that by reason of their weight, use, energy consumption, water consumption or size might damage or endanger the Building's Structure or any of the Building's Systems; and

(d) not cause or allow any act or thing which constitutes a nuisance or which constitutes a health hazard or which interferes with the operation of any Building's Systems or with the computer equipment, telecommunication equipment or other technological equipment of the Landlord, any service providers and not carry on or permit to be carried on in or about the Premises any business or activity which shall be deemed by the Landlord, in its sole discretion, to be a nuisance. The Tenant covenants and agrees that it will not permit any noise, vibrations, smells or materials of any kind to escape from the Premises and covenants that its intended use will not breach this covenant.

5.3 **Observance of Law**

Except as expressly provided in this Lease, the Tenant shall, at its sole cost and expense, promptly observe and comply with all laws or requirements of all governmental authorities, including federal, state and municipal legislative enactments, by-laws and other regulations and all other authorities having jurisdiction, including fire insurance underwriters, now or hereafter in force which pertain to or affect the Premises, the Tenant's use of the Premises or the conduct of any business in the Premises, or the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Premises. The Tenant shall carry out all modifications, alterations or changes of or to the Premises and the Tenant's conduct of business in or use of the Premises which are required by any such authorities.

ARTICLE 6 – RENT

6.1 **Base Rent**

The Tenant shall pay to the Landlord Base Rent in accordance with Section 1.1(g), by equal consecutive monthly installments in advance on the first day of each month; provided, however that the first monthly installment of Base Rent shall be payable contemporaneously with the execution of this Lease. The obligations of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. The Base Rent payable for any partial month shall be prorated on a daily basis based on a 30-day calendar month.

6.2 **Additional Rent**

The Tenant shall also pay throughout the Term, at the times and in the manner provided in this Lease, all Additional Rent which shall, except as otherwise provided in this Lease or as may be required by a third-party payee, be payable within ten (10) days of receipt by the Tenant of an invoice, statement or demand for it.

6.3 **Payment of Rent - General**

(a) All payments required to be made by the Tenant pursuant to this Lease shall be paid when due, in lawful money of the United States, without prior demand and without any abatement, set-off, compensation or deduction whatsoever, except as may be otherwise expressly provided herein, at the address of the Landlord set out in Section 1.1(a) or at such other address as the Landlord may designate from time to time in writing to the Tenant.

(b) All payments required to be made by the Tenant pursuant to this Lease, except for Sales Tax, shall be deemed to be Rent and shall be payable and recoverable as Rent, and the Landlord shall have all rights against the Tenant for default in any such payment as in the case of arrears of Rent.

(c) The Tenant shall pay to the Landlord all Sales Tax applicable from time to time, calculated and payable in accordance with Applicable Laws and the Tenant shall pay such amount at the earlier of: (i) the time provided for by Applicable Laws; and (ii) the time such Rent is required to be paid under this Lease. The amount payable by the Tenant on account of Sales Tax shall be deemed not to be Rent for the purpose of such calculation but in the event of a failure by the Tenant to pay any amount, the Landlord shall have the same rights and remedies as it has in the event of a failure by the Tenant to pay Rent.

(d) At the Landlord's request, the Tenant shall make all payments under this Lease by way of checks, wire, ACH, or automatic withdrawals and shall execute and deliver either concurrently with this Lease or from time to time within three (3) Business Days following request for it, such documentation as may be required by the Landlord and its bank in order to effect such payments.

(e) If the Commencement Date is other than the first day of a full period in respect of which any item of Rent is calculated, or the Expiration Date is other than the last day of a full period, then unless otherwise provided in this Lease, the amount of such item of Rent payable in respect of the broken period shall be prorated based upon a period of three hundred and sixty-five (365) days (366 days for a leap year).

(f) If the Tenant fails to pay Rent required to be paid hereunder within five (5) days following the due date, Tenant shall pay the Landlord an administrative fee equal to five percent (5%) of the past due Rent and the unpaid Rent shall bear interest at the Stipulated Rate from the due date to the actual date of payment.

6.4 **Security Deposit**

The Landlord acknowledges that no Security Deposit is currently required of the Tenant under this Lease.

6.5 **Net Lease**

This Lease is an absolutely net Lease to the Landlord. Except as otherwise expressly provided in this Lease: (i) the Landlord is not responsible for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises, or the use, occupancy or contents of the Premises, or the business carried on therein, whether foreseen or unforeseen and whether or not within the contemplation of the parties at the commencement of the Term, and (ii) the Tenant will pay all costs, charges, expenses and outlays of any nature whatsoever relating to the Premises and as provided in this Lease.

6.6 **Acceptance and Application of Rent**

Any endorsement, statement, condition, direction or other communication on or accompanying any Rent payment shall not be binding on the Landlord and the acceptance of any such payment shall be without prejudice to the Landlord's right to recover the balance of Rent then owing or to pursue any other remedy available to the Landlord. Any payment received by the Landlord may be applied towards amounts then outstanding under this Lease in such manner as the Landlord determines.

ARTICLE 7 – TAXES, OPERATING COSTS AND UTILITIES

7.1 **Operating Costs Paid Directly by Tenant**

If the Landlord so directs following delivery of an invoice to Tenant and in lieu of the procedures set forth in Section 7.5 below, the Tenant shall pay all Operating Costs applicable to each Fiscal Year directly to the tax authorities or insurer, as applicable, as and when such costs become due.

7.2 **Taxes Payable by Tenant**

The Tenant shall pay as Additional Rent directly to the Landlord in each Fiscal Year, in the manner set out in Section 7.5.

7.3 **Business Taxes and Other Taxes of Tenant**

The Tenant shall promptly pay when due to the taxing authorities or to the Landlord, if it so directs, as Additional Rent, any taxes, rates, duties, levies and assessments whatsoever, whether municipal, state, federal or otherwise, separately levied, imposed or assessed against or in respect of the operations at, occupancy of, or conduct of business in or from the Premises by the Tenant or any other permitted occupant, including the Tenant's Business Taxes, if levied in the state in which the Premises is situated. Whenever requested by the Landlord, the Tenant shall deliver to the Landlord copies of receipts for payment of all such taxes. The Tenant will indemnify and keep the Landlord indemnified from and against payment of any and all Business Taxes and any and all taxes and license fees which may in the future be levied in lieu of Business Taxes.

7.4 **Assessment Appeals**

The Tenant shall not appeal any governmental assessment or determination of the value of the Premises or any portion of the Premises whether or not the assessment or determination affects the amount of Taxes or other taxes, rates, duties, levies or assessments to be paid by the Tenant. The Landlord may contest any Taxes and appeal any assessments related thereto and may withdraw any such contest or appeal or may agree with the relevant authorities on any settlement in respect thereof. The Tenant will co-operate with the Landlord in respect of any such contest and appeal and shall provide to the Landlord such information and execute such documents as the Landlord requests to give full effect to the foregoing. All costs of any such contest and appeal by the Landlord shall be included in the Operating Costs.

7.5 **Operating Costs**

(a) Subject to Section 7.1 above, the Tenant shall pay the Landlord's reasonable estimate (based upon actual tax bills and premium invoices, as reasonably adjusted) of Operating Costs for each calendar year of the Term (the "**Estimated Payment**") in advance, in monthly installments, commencing on the first (1st) day of the month following the month in which the Landlord notifies the Tenant of the amount it is to pay hereunder and continuing until the first (1st) day of the month following the month in which the Landlord notifies the Tenant of any revised Estimated Payment. The Landlord shall estimate from time to time the amount of the Operating Costs for each calendar year of the Term, make an adjustment to the Estimated Payment due for such calendar year and notify the Tenant of the revised Estimated Payment in writing. Within ten (10) days after the Tenant's receipt of notice of such adjustment and the revised Estimated Payment, the Tenant shall pay the Landlord a fraction of such revised Estimated Payment for such calendar year (reduced by any amounts paid pursuant to the first sentence of this Section 7.5(a). Such fraction shall have as its numerator the number of months which have elapsed in such calendar year to the date of such payment, both months inclusive, and shall have twelve (12) as its denominator. All subsequent payments by the Tenant for such calendar year shall be based upon such adjustment and the revised Estimated Payment. In the event of any fractional calendar month, the Tenant shall pay for each day in such partial month a rental equal to 1/30 of the Estimated Payment.

(b) The Landlord shall deliver to the Tenant within a reasonable period of time after the end of each Fiscal Year a written statement or statements (the "**Statement**") setting out the actual amount of Operating Costs, together with reasonable evidence thereof, and such other items of Additional Rent, together with reasonable evidence thereof, as the Landlord estimated in advance for such Fiscal Year. If the Operating Costs and other items of Additional Rent actually paid by the Tenant to the Landlord during such Fiscal Year differs from the amount of the Estimated Payment payable for such Fiscal Year, the Tenant shall pay such difference or the Landlord shall credit the Tenant's account (as the case may be), without interest, within thirty (30) days after the date of delivery of the Statement. Failure of the Landlord to render any Statement shall not prejudice the Landlord's right to render such Statement thereafter or with respect to any other Fiscal Year. The Landlord may render amended or corrected Statements.

7.6 The Tenant shall not claim a re-adjustment in respect of Operating Costs or any other items of Additional Rent estimated by the Landlord for any Fiscal Year except by written Notice given to the Landlord within sixty (60) days after delivery of the Statement for the Fiscal Year to which the claim relates, stating the particulars of the error in computation.

7.7 **Utilities**

(a) The Tenant shall pay as the same becomes due respectively, all taxes and charges for public and private utilities, including water, gas, telephone, cable, trash, electrical power or energy, steam or hot water used upon or in respect of the Premises. All such taxes and charges shall be paid by Tenant directly to the utility provider. The Tenant shall enter into such contracts or other arrangements in connection with the utilities which the Landlord requests it to and will pay whatever deposits or other amounts which are payable under those contracts or other arrangements. No administration fee is payable for amounts billed directly to the Tenant by a supplier of utilities and paid by the Tenant directly to the supplier.

(b) Landlord shall not be liable for any interruption or failure of utility service to the Premises, and such interruption or failure of utility service shall not be a constructive eviction of Tenant, constitute a breach of any implied warranty, or entitle Tenant to any abatement of Tenant's obligations hereunder.

ARTICLE 8 – MAINTENANCE AND ALTERATIONS BY TENANT

8.1 **Maintenance of the Premises**

The Tenant shall, at its sole cost, manage, maintain, operate and repair the Premises (including the Building's Systems, but excluding the Building's Structure) and all Leasehold Improvements, fixtures and equipment in good order and condition to the standards from time to time prevailing for similar industrial buildings in the area in which the Premises is located subject to reasonable wear and tear not inconsistent with such standard and with the exception only of those repairs which are expressly the obligation of the Landlord under this Lease and subject to Article 14. This obligation includes, but is not limited to, janitorial and re-painting at reasonable intervals, making repairs and replacements to plate glass, moldings, trimmings, locks, doors, hardware, partitions, walls, fixtures, electrical, mechanical and plumbing systems and equipment, lighting and plumbing fixtures, wiring, piping, ceilings and floors in the Premises, the roof, foundation and structure, parking areas and sidewalks, any fire detection or extinguisher equipment, and maintaining, repairing and replacing all operating equipment in the Premises. The Tenant's obligations shall expressly not include all necessary repairs and replacements of the Building's Structure, which shall be the sole responsibility of the Landlord. All such repairs and replacements shall be of first-class quality and sufficient for the proper maintenance and operation of the Premises. The Tenant shall keep and maintain the Premises and all sidewalks, vault space, parking areas and areas adjacent thereto, safe, secure and clean, specifically including, but not by way of limitation, snow and ice clearance, landscaping and removal of waste and refuse matter. The Tenant shall not permit anything to be done upon the Premises (and shall perform all maintenance and repairs thereto so as not) to invalidate, in whole or in part any warranties, or prevent the procurement of any insurance policies that may, at any time, be required under the provisions of this Lease. The Tenant shall not obstruct or permit the obstruction of any adjoining street or sidewalk. The Landlord shall have the right at all reasonable times and upon prior reasonable written or verbal notice, to examine the condition of the Premises and notify the Tenant of deficiencies and the Tenant shall make good any deficiencies for which it is responsible within fifteen (15) days from the date of such Notice or if the repairing of such deficiencies requires a longer period of time, then such time as is reasonably required so long as the work has begun within fifteen (15) days from the date of such Notice and such repairs have been completed within forty-five (45) days.

8.2 **Heating, Ventilating and Air-Conditioning; Sprinklers**

The Tenant shall, at its expense, assume the sole responsibility for the condition, repair, operation, maintenance and replacement of any and all evaporative cooling, heating, ventilating and air-conditioning equipment and sprinkler systems serving the Premises. The Tenant will comply with the Rules and Regulations of the Landlord pertaining to the operation and regulation of such equipment. The Tenant shall enter into a maintenance contract or contracts, in form and substance and with a firm reasonably satisfactory to the Landlord and with the Landlord's prior consent, for the maintenance and regular repair of the mechanical systems, including but not limited to the heating, ventilation and air-conditioning systems, including exhaust fans, fire alarm, fire detection and sprinkler systems and backflow testing for the plumbing systems (the "**Maintenance Contracts**"). Said maintenance contract(s) shall provide, at a minimum, for quarterly inspections, service and cleaning of said units and systems. The Tenant's maintenance obligation shall specifically include such adjustments and servicing as each such inspection discloses to be required, and all repairs, testing and servicing as shall be necessary or reasonably required by the Landlord or the Landlord's insurance underwriter. If replacement of equipment, fixtures, units, systems and appurtenances thereto are necessary, the Tenant shall replace the same with equipment, fixtures, units, systems and appurtenances of the same or greater quality, and repair all damage done in or by such replacement. Prior to the Commencement Date, and thereafter as requested by the Landlord, the Tenant shall provide the Landlord with a current copy of all Maintenance Contracts and the scope of work to be performed thereunder for Landlord's review and approval, which shall not be unreasonably withheld, conditioned or delayed. The Tenant shall provide the Landlord with prior written notice of any required replacements and material repairs together with a detailed description of the scope of work in connection therewith for the Landlord's review and approval, which shall not be unreasonably withheld, conditioned or delayed.

8.3 **Alterations**

The Tenant shall not undertake to perform or install any Alterations to the Premises without the Landlord's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed); provided, however, the Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a " **Minor Alteration**"): (i) costs less than $100,000 in any one instance; (ii) will not affect the Building's Systems or the Building's Structure; and (iii) does not require any type of permit from the applicable governmental agency(ies). The Tenant's request for such consent shall be in writing and accompanied by an adequate description of the contemplated work, and where appropriate, professionally prepared working drawings, plans and specifications (the "**Drawings**") therefor. All Alterations shall be conducted as follows, with Landlords consent not unreasonably withheld:

(a) in a good and workmanlike manner by contractors approved by the Landlord in advance;

(b) in accordance with: (i) Drawings approved by the Landlord prior to the commencement of any of the Alterations; (ii) the Landlord's design criteria manual for the Premises; (iii) any conditions, regulations, procedures or rules imposed by the Landlord and in compliance with all Applicable Laws. The Landlord, at Tenant's expense, may elect to retain architects, environmental consultants and engineers to review such Drawings for the purpose of approving the proposed Alterations (it being understood that notwithstanding such approval, the Landlord shall have no responsibility with respect to the adequacy of such Drawings);

(c) it is understood and agreed that the Landlord may condition its consent in its sole discretion if any work to be performed by the Tenant may affect the roof, exterior aesthetics, the Building's Structure, or the Building's Systems, and any such work, if approved by the Landlord, shall be performed by contractors designated or approved by the Landlord;

(d) so as not to disturb, aggravate or add to the Premises any Hazardous Substances designated as such under applicable Environmental Laws;

(e) the Tenant shall be responsible for obtaining all necessary permits and licenses, including close-out documents, from governmental authorities with respect to the Alterations;

(f) the Tenant shall provide, prior to the commencement of Alterations, evidence of required workers' compensation coverage and proof of owners' and contractors' protective liability insurance coverage, with the Landlord, any property manager and any Mortgagee as required by the Landlord, to be named as additional insureds, in amounts, with insurers, and in a form reasonably satisfactory to the Landlord, which shall remain in effect during the entire period in which the Alterations will be carried out. In addition, if reasonably requested by the Landlord, the Tenant shall provide proof of performance and payment bonds being in place;

(g) the Tenant shall utilize licensed contractors and subcontractors for any Alteration, subject to the Landlord's approval prior to commencement of the Alterations;

(h) all work shall be subject to inspection by and the reasonable supervision of the Landlord;

(i) the Tenant shall ensure that all cabling installed in the Premises in connection with the Tenant's business in or use of the Premises is appropriately labeled. For greater certainty, installation of flammable cabling shall be strictly prohibited;

(j) within thirty (30) days after completion of the Alterations, the Tenant shall provide the Landlord with "as-built" plans (which shall not be required for Minor Alterations) completion affidavits, full and final waivers of liens, receipts and bills covering all labor and materials;

(k) if the Tenant fails to observe any of the requirements of this Article, the Landlord may require that construction stop and the Tenant shall, within fifteen (15) days or such longer period as is reasonably required in the circumstances to satisfy all requirements of this Article provided the Tenant is proceeding diligently, failing which, at the Landlord's option, that the Premises be restored to their prior condition or the Landlord may do so and the Tenant shall pay the Landlord's costs, as Additional Rent, plus the Landlord's five percent (5%) administration fee; and

(l) prior to commencing any Alterations, (i) Tenant shall comply with N.R.S. Sections 108.2403 and 108.2407 by either (1) obtaining a payment and completion bond as required therein in an amount equal to one and one-half (1.5) times the aggregate contract price for the Alterations or (2) establishing a construction disbursement account as required therein and funding the account with an amount equal to the aggregate contract price for the Alterations; (ii) providing evidence of such compliance to Landlord; (iii) Tenant shall cause all contractors and subcontractors performing work to the Premises to procure and maintain insurance coverage naming Landlord and any other parties designated by Landlord as additional insureds against such risks, in such amounts, and with such companies as Landlord may reasonably require; and (iv) Tenant shall provide Landlord with the identities, mailing addresses and telephone numbers of all persons performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Premises notices of non-responsibility pursuant to Applicable Laws.

The Tenant shall pay: (A) all reasonable out-of-pocket costs incurred by the Landlord or its representatives or consultants in connection with (i) the Landlord's review of the Tenant's plans and specifications, and (ii) the Landlord's supervision of the Alterations, and (B) all costs related to loading the Tenant's "as-built" drawings into the Landlord's plan management database (the "**Additional Charges**"). If the Tenant elects to use the Landlord's project manager or construction manager (the "**PM**") as its project manager for the Alterations, the Tenant shall pay, in addition to the Additional Charges, a coordination fee to the PM in an amount of five percent (5%) of the cost of the subject Alteration. The Tenant shall ensure that there are no liens registered or claimed with respect to any part of the Alterations.

Notwithstanding anything herein contained, no Alteration to the Premises shall be permitted which may adversely affect the condition or operation of the Premises or diminish the value thereof.

Landlord's consent to or approval of any Alteration (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with all Applicable Laws, and Tenant shall be solely responsible for ensuring all such compliance.

8.4 **Mechanic's Liens**

All work performed, materials furnished, or obligations incurred by or at the request of Tenant shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's liens to be filed against the Premises in connection therewith. Upon completion of any such work, Tenant shall deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work. If such a lien is filed, then Tenant shall, within ten days after Landlord has delivered notice of the filing thereof to Tenant (or such earlier time period as may be necessary to prevent the forfeiture of the Premises or any interest of Landlord therein or the imposition of a civil or criminal fine with respect thereto), either pay the amount of the lien and cause the lien to be released of record, or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten days after Landlord has invoiced Tenant therefor. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same. Nothing herein shall be deemed a consent by Landlord to any liens being placed upon the Premises or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work.

8.5 **Indemnity**

Tenant shall defend, indemnify and hold harmless Landlord and its agents and representatives from and against all claims, demands, causes of action, suits, judgments, damages and expenses (including attorneys' fees) in any way arising from or relating to the failure by Tenant to pay for any work performed, materials furnished, or obligations incurred by or at the request of a Tenant with respect to the Premises. This indemnity provision shall survive termination or expiration of this Lease.

8.6 **Removal of Leasehold Improvements and Restoration of Premises**

All Leasehold Improvements shall immediately upon their placement become the Landlord's property without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant either during or at the expiration or earlier termination of the Term except that:

(a) the Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that the Tenant is not in default under this Lease; and

(b) the Tenant shall, prior to the expiration of the Term or earlier termination of this Lease, at its sole cost: (i) remove all of its personal property, furniture, equipment and trade fixtures; and (ii) remove wiring, cables, related devices and equipment in the Premises and those Alterations of which the Landlord notifies the Tenant at the time of the Landlord's approval of such Alterations or upon the Landlord's receipt of written notice from the Tenant of same and restore the Premises to the then current base building standard of the Premises, all as the Landlord shall require in writing, failing which, the Landlord may, at its option, remove the same at the Tenant's expense plus the Landlord's five percent (5%) administration fee.

The Tenant shall at its own expense repair any damage caused to the Premises by the Leasehold Improvements, trade fixtures or wiring, cables and related devices and equipment and/or such removal and restoration and shall leave the Premises in a clean, broom swept condition, free of all rubbish and debris. If the Tenant does not remove its trade fixtures, or wiring, cables and related equipment prior to the expiration or earlier termination of the Term, such trade fixtures or wiring, cables and related devices and equipment shall, at the option of the Landlord, be deemed abandoned and become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord in such manner as it deems advisable and the Tenant shall pay to the Landlord on demand all costs incurred by the Landlord in connection therewith, plus the Landlord's five percent (5%) administration fee. If the Tenant fails to complete any work referred to in this Section 8.6 within the period specified, the Tenant shall pay compensation to the Landlord for damages suffered by the Landlord for loss of use of the Premises, which damages shall not be less than one hundred fifty percent (150%) of the per diem Rent payable during the last month preceding the expiration or earlier termination of the Term. At the expiration or earlier termination of this Lease, the Tenant will also deliver all keys and security cards for the Premises to the Landlord.

8.7 **Signs and Advertising**

(a) The Tenant may, at its sole expense, erect and maintain identification signage on the exterior of the Premises of a type and in a location approved in writing by the Landlord, which approval shall not be unreasonably withheld, condition or delayed, subject to compliance with all governmental authorities, Applicable Law and the Landlord's sign policy for the Premises. At the Landlord's option, the Landlord may, at the Tenant's sole expense, cause its sign company to create an appropriate sign to the reasonable specifications of the Tenant. Any such sign shall remain the property of the Tenant and shall be maintained by the Tenant at its sole cost and expense, and the Tenant shall pay for any electricity consumed by such sign. If the electricity consumption for any of the Tenant's signs is not separately metered, the Tenant shall pay, as Additional Rent, the cost of such electricity. At the expiration or earlier termination of this Lease, the Tenant will remove any such sign from the Premises at its sole expense and will promptly repair all damage caused by its installation or removal. All costs of design, manufacture, installation, maintenance, repair, replacement, insurance and removal, and all costs of obtaining approvals and satisfying requirements of all authorities having jurisdiction, of all Tenant signage shall be solely borne by the Tenant and payable as Additional Rent.

(b) If any sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant on or to any part of the Premises whatsoever which is not in compliance with the terms of this Lease, then the Landlord shall have the right to remove any such sign, advertisement or notice, at the Tenant's sole expense, payable as Additional Rent, plus the Landlord's five percent (5%) administration fee.

(c) The Tenant's insurance and indemnification requirements under this Lease shall apply to and include all Tenant signage located within or upon the Premises.

ARTICLE 9 - CONTROL BY LANDLORD

9.1 **Control by the Landlord**

(a) The Landlord will have, among its other rights, the right to: (i) temporarily obstruct parts of the Premises for necessary maintenance, repair or construction that is the responsibility of the Landlord under this Lease, provided that such obstruction is unavoidable; and (ii) perform any act as, in the use of good business judgment, the Landlord determines to be advisable in connection with the performance of its obligations under this Lease. In the exercise of its rights under Section 9.1(a), the Landlord shall use commercially reasonable efforts to minimize disruption of the Tenant's access to the Premises and interference with the business operations of the Tenant in the Premises all to the extent reasonably possible in the circumstances.

(b) Despite anything to the contrary in this Lease, subject to the express provisions of this Lease, the Landlord shall not be in breach of its covenant for quiet enjoyment or liable for any loss, costs or damages, whether direct or indirect, incurred by the Tenant and the Tenant shall not be entitled to a Rent reduction as a result of the Landlord's exercise of its rights under Section 9.1(a).

9.2 **Access by Landlord**

The Tenant shall permit the Landlord, its agents and others authorized by it, to enter the Premises to inspect, to provide services or to make repairs, replacements, changes or alterations as set out in this Lease, to take such steps as the Landlord may deem necessary for the safety, improvement, alteration or preservation of the Premises and to show the Premises to Mortgagees, prospective Mortgagees, purchasers and prospective purchasers and to prospective tenants. The Landlord shall whenever possible give reasonable written or verbal Notice to the Tenant prior to such entry (other than in the case of an emergency when no Notice is required), but no such entry shall constitute a re-entry by the Landlord or an eviction or entitle the Tenant to any abatement of Rent. In the exercise of its rights under this Section 9.2, the Landlord shall use commercially reasonable efforts to minimize interference with the business operations of the Tenant in the Premises to the extent reasonably possible in the circumstances, subject to terms in section 4.3.1 of this lease agreement.

ARTICLE 10 - DAMAGE AND DESTRUCTION AND CONDEMNATION

10.1 **Damage to Premises**

If all or any part of the Premises is rendered untenantable or completely inaccessible by damage from fire or other casualty (collectively, the "**Damage**") in connection with which the Landlord is insured in relation to the Premises, then:

(a) if in the reasonable opinion of the Expert, the Damage can be substantially repaired within one hundred eighty (180) days from the date of such casualty (employing normal construction methods without overtime or other premium), the Landlord shall forthwith repair such Damage to the extent of the Landlord's obligations under this Lease but excluding Damage to Leasehold Improvements and any other property that is not the responsibility of or is not owned by the Landlord which shall be the responsibility of the Tenant to repair; or

(b) if in the reasonable opinion of the Expert, the Damage cannot be substantially repaired within one hundred eighty (180) days from the date of such casualty (employing normal construction methods without overtime or other premium), then the Landlord may elect to terminate this Lease as of the date of such casualty by written Notice delivered to the Tenant not more than twenty (20) days after receipt of the Expert's opinion, failing which the Landlord shall forthwith repair such Damage as set out in Section 10.1(a), provided that no such termination shall in any manner terminate or otherwise affect the Purchase Option (which shall continue in force through the original Term as if the Lease remained in effect), except that upon exercise of the Purchase Option all insurance proceeds actually received by Landlord with respect to insurance policies covering the Premises shall be delivered and assigned to Tenant.

Abatement

If the Landlord is required to repair Damage to the Premises under Section 10.1, the Rent payable by the Tenant shall be proportionately reduced to the extent that the Premises are rendered untenantable or inaccessible, from the date of the casualty until substantial completion by the Landlord of its repairs as described in 10.1 above. Notwithstanding the foregoing, if the Damage is due to the fault or neglect of Tenant or its employees, agents, or invitees, or if the Tenant continues to utilize the Premises there shall be no abatement of Rent. The Tenant shall effect its own repairs as soon as possible after completion of the Landlord's repairs. Furthermore, notwithstanding anything to the contrary set forth herein, there shall be no abatement or reduction of Rent where the Landlord's repairs to the Premises take less than fifteen (15) days to complete after the Damage occurs.

10.2 **Termination Rights**

Notwithstanding anything else contained in this Lease, if: (a) the Premises is partially destroyed or damaged so as to affect twenty-five percent (25%) or more of the rentable area of the Building; or (b) in the reasonable opinion of the Expert, the Premises is unsafe or access or services are affected and, in either case, cannot be substantially repaired under Applicable Laws within one hundred eighty (180) days from the date of such Damage (employing normal construction methods without overtime or other premium); or (c) the proceeds of insurance are insufficient to pay for the costs of repair or rebuilding or are not payable to or received by the Landlord; or (d) Damage or destruction is caused by an occurrence against which the Landlord is not insured or beyond the extent to which the Landlord is required to insure under this Lease; or (e) any Mortgagee(s) or other Person entitled to the insurance proceeds shall not consent to the repair and rebuilding, then the Landlord may terminate this Lease by giving to the Tenant written Notice of such termination within sixty (60) days of the Damage or destruction, in which event the Term shall cease and be at an end as of the date of such Damage or destruction and the Rent and all other payments for which the Tenant is liable under the provisions of this Lease shall be apportioned and paid in full to the date of termination (subject to any abatement under Section 10.2); provided, however, that nothing contained herein shall limit Tenant's liability in the event that the casualty event is due to the fault or neglect of Tenant or its employees, agents, or invitees, and further provided that no such termination shall in any manner terminate or otherwise affect the Purchase Option (which shall continue in force through the original Term as if the Lease remained in effect), except that upon exercise of the Purchase Option all insurance proceeds actually received by Landlord with respect to insurance policies covering the Premises shall be delivered and assigned to Tenant.

10.3 **Landlord's Rights on Rebuilding**

In the event of Damage to the Premises and if this Lease is not terminated in accordance with Sections 10.1 or 10.3, the Landlord shall forthwith repair any damage to the Premises, but only to the extent of the Landlord's obligations under the provisions of this Lease, and Landlord's obligation to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the casualty in question. In repairing or rebuilding the Premises or the Premises, if it is not practical or desirable to repair or rebuild the Premises in the same manner as they existed previously, the Landlord may use drawings, designs, plans and specifications other than those used in the original construction and may alter or relocate the Building and may alter or relocate the Premises, provided that the Premises as repaired or rebuilt is of a similar standard and the Premises as altered or relocated shall be of approximately the same size as the Premises.

10.4 **Condemnation**

If the whole or any part of the Premises shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, or if the Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, the Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. The Tenant shall not because of such taking assert any claim against the Landlord or the authority for any compensation because of such taking and the Landlord shall be entitled to the entire award or payment in connection therewith, except that the Tenant shall have the right to file any separate claim available to the Tenant for any taking of the Tenant's removable property and for moving expenses, so long as such claims (a) do not diminish the award available to the Landlord, and (b) are payable separately to the Tenant. All Rent shall be apportioned as of the date of such termination. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Notwithstanding anything to the contrary contained in this Section 10.5, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and the Additional Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. The Landlord shall be entitled to receive the entire award made in connection with any such temporary taking, provided, however, that Landlord shall be required to reimburse the Deposit to Tenant and Landlord shall be entitled to claim proceeds of condemnation directly from the condemning authority for such reimbursement.

ARTICLE 11 - ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS

11.1 **Transfers**

The Tenant shall not enter into, consent to, or permit any Transfer without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. The Tenant shall pay to the Landlord all of its reasonable out-of-pocket expenses incurred (including, without limitation, legal fees) in respect of the proposed Transfer. Notwithstanding any statutory provision to the contrary, it shall not be considered unreasonable for the Landlord to withhold its consent if, without limiting any other factors or circumstances which the Landlord may reasonably take into account:

(a) an Event of Default hereunder has occurred or is then in existence;

(b) the proposed Transfer is contrary to any covenants or restrictions granted by the Landlord to the Mortgagee;

(c) in the Landlord's reasonable opinion:

(i) either the financial background or the business history of the proposed Transferee is not satisfactory;

(ii) the Transferee is not a party of financial worth or financial stability in light of the responsibilities involved under the Lease on the date consent is requested; or

(iii) the Transferee does not intend to operate the Premises pursuant to the provisions of Section 5.1 hereof or the Transferee's proposed use of the Premises presents an unacceptable risk of contamination of the Premises by Hazardous Substances.

(d) the proposed Transfer is to: (i) a government, quasi-government or public agency, service or office; or (ii) the Landlord does not receive sufficient information from the Tenant or the Transferee to enable it to reasonably make a determination concerning the matters set out above.

Any consent by the Landlord to a Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer.

11.2 **Intentionally Deleted.**

11.3 **Conditions of Transfer**

The following terms and conditions apply in respect of a Transfer:

(a) the Tenant and the Transferee shall execute, prior to the Transfer being made, an agreement with the Landlord in the Landlord's form including the Transferee's covenant to be bound by all of the provisions of this Lease;

(b) notwithstanding any Transfer, the Tenant shall remain liable under this Lease and shall not be released from performing any of the provisions of this Lease. The Tenant's liability shall continue notwithstanding any amendment of this Lease throughout the Term and any exercise of any renewal or extension of the Term provided for herein and notwithstanding that the Landlord may collect Rent from the Transferee;

(c) if the base rent and additional rent (net of reasonable out-of-pocket costs for commissions, for cash allowances and for Alterations required by and made for the Transferee by the Tenant; amortized on a straight line basis over the term of the Transfer) to be paid by the Transferee under such Transfer exceeds the Base Rent and Additional Rent payable by the Tenant hereunder, the amount of such excess shall be paid by the Tenant to the Landlord. If the Tenant receives from any Transferee, either directly or indirectly, any consideration other than base rent or additional rent for such Transfer, either in the form of cash, goods or services, the Tenant shall immediately pay to the Landlord an amount equivalent to such consideration; and

(d) that all the subtenant's right and interest in and to the Premises absolutely terminates upon the termination, surrender, release, disclaimer or merger of this Lease notwithstanding any contrary statutory right or rule of law.

11.4 **Corporate Records**

Upon the Landlord's request, the Tenant shall: (a) deliver a certificate by one of its senior officers setting forth the details of its corporate and capital structure; and (b) make available to the Landlord or its representatives all of its corporate or partnership records, as the case may be, for inspection at all reasonable times, in order to ascertain whether any Change of Control has occurred.

11.5 **No Advertising**

The Tenant shall not advertise that the whole or any part of the Premises are available for a Transfer and shall not permit any broker or other Person to do so unless the text and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Premises.

11.6 **No Sales or Dispositions by Landlord during the Term**

During the Term, the Landlord shall not have the right to sell, transfer, lease, license, charge or otherwise dispose of all or any part of its interest in the Premises or any interest of the Landlord in this Lease.

ARTICLE 12 – DEFAULT

12.1 **Subordination and Attornment**

This Lease and the rights of the Tenant in this Lease are automatically superior to every future mortgage, charge, trust deed, financing, refinancing or collateral financing against the Premises and any renewals or extensions of or advances under them (collectively "**Encumbrances**"). Landlord represents that the Premises are not currently subject to any Encumbrances other than permitted lien with Industrial Logistical Services which will paid off before closing under the Purchase Option and agrees that it shall not voluntarily encumber the Premises with any Encumbrance at any time during the Term hereof and for so long as the Purchase Option is valid. If the Tenant exercises the Purchase Option, then title to the Premises shall be delivered to Tenant on the Closing Date free and clear of any deeds of trust, mortgages or other monetary encumbrances voluntarily created by Landlord.

The Landlord will execute and deliver to Tenant a recordable Memorandum of this Lease and of the Purchase Option, in the form of Exhibit "D" hereto, which Tenant may record against the Premises.

12.2 **Estoppel Certificate**

Within ten (10) days after a request by the Landlord, the Tenant will sign and deliver to the Landlord or to any Person with or proposing to take an interest in all or part of the Premises a certificate stating that this Lease is in full force and effect, any modification to this Lease, the commencement and expiration dates of this Lease, the date to which Rent has been paid, the amount of any Pre-Paid Rent or Security Deposit, whether there is any existing default and the particulars thereof and any other information reasonably required by the Landlord or the Person requesting the certificate including, without limitation, details with reasonable particularity respecting the financial status, credit standing and corporate organization of the Tenant, including current financial statements.

12.3 **Attorney-in-Fact**

The Tenant will execute and deliver whatever instruments and certificates are requested pursuant to Sections 12.1 and 12.2. If the Tenant has not executed whatever instruments and certificates it is required to execute within ten (10) days after the Landlord's request, the Tenant irrevocably appoints the Landlord as the Tenant's attorney in-fact with full power and authority to execute and deliver in the name of the Tenant, any of those instruments or certificates or, the Landlord, may, at its option, avail itself of all remedies under Article 13 without the requirement to provide further Notice and without incurring any liability.

ARTICLE 13 - DEFAULT

13.1 **Event of Default**

An "**Event of Default**": means if and whenever:

(a) any Rent is not paid within ten (10) Business Days after the notice date;

(b) any of the Tenant's obligations under this Lease is breached (other than a breach specified in Sections 13.1(a) and 13.1(c)), and:

(i) the breach is not remedied within sixty (60) days after written Notice from the Landlord to the Tenant specifying particulars of the breach (or such shorter period as may be expressly provided in this Lease or Applicable Law), or

(ii) if thirty (30) days is not a reasonable time to remedy the breach, the Tenant has not commenced diligently to remedy the breach within sixty (60) days after the written Notice or is not proceeding diligently to remedy the breach within a reasonable time.

(c) any of the following events occurs:

(i) the Tenant or a Person carrying on business in any part of the Premises, or a Guarantor becomes bankrupt or insolvent or avails itself of the benefit of any statute respecting insolvency or bankruptcy or makes any assignment or arrangement with its creditors;

(ii) a receiver or manager is appointed for all or any part of the property of the Tenant or of another Person carrying on business in the Premises, or of a Guarantor or any of the Tenant's assets are taken or seized under a writ of execution, assignment, charge or other security instrument;

(iii) steps are taken for the dissolution, winding up or other termination of the Tenant's or the Guarantor's existence or for the liquidation of their respective assets;

(iv) the Tenant or the Guarantor makes a bulk sale of assets regardless of where they are situated or moves or commences, attempts or threatens to move its goods, chattels and equipment out of the Premises (other than in the normal course of its business);

(v) the Premises are vacant or unoccupied for sixty (60) consecutive days or the Tenant abandons the Premises;

(vi) the Tenant effects a Transfer that is not permitted under this Lease;

(vii) Tenant has breached its obligations under Rider No. 1 of this Lease.

13.2 **Remedies**

If and whenever an Event of Default occurs, the Landlord shall have the following rights and remedies, exercisable immediately and without further Notice and at any time while the Event of Default continues:

(a) to terminate this Lease and re-enter the Premises. The Landlord may remove all Persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without Notice to the Tenant. Notwithstanding any termination of this Lease, the Landlord shall be entitled to receive Rent up to the time of termination plus accelerated Rent as provided in this Lease and damages including, without limitation: (i) the loss of Rent suffered by reason of this Lease having been prematurely terminated; (ii) actual reasonable out-of-pocket costs of reclaiming, repairing and re-leasing the Premises; (iii) reasonable legal fees and related costs and expenses; and (iv) the worth at the time of award of the amount of any unpaid Rent which had been earned at the time of such termination; plus 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 Tenant proves could have been reasonably avoided; plus 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 Tenant proves could have been reasonably avoided.

(b) to enter the Premises as agent of the Tenant and to relet the Premises for whatever length of time and on such terms as the Landlord in its discretion may determine including, without limitation, the right to: (i) take possession of any property of the Tenant on the Premises; (ii) store such property at the expense and risk of the Tenant; (iii) sell or otherwise dispose of such property in such manner as the Landlord sees fit, subject to the pre-existing rights of Green Li-ion; and (iv) make alterations to the Premises to facilitate the reletting. The Landlord shall receive the rent and proceeds of sale as agent of the Tenant and shall apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale and to which Landlord is entitled pursuant to the provisions set forth in Section 13.2(a) above, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable. The Tenant shall remain liable for any deficiency to the Landlord;

(c) to remedy or attempt to remedy the Event of Default for the account of the Tenant and to enter upon the Premises for such purposes. The Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy the Event of Default. The Tenant shall pay to the Landlord, on demand, all actual reasonable out-of-pocket expenses incurred by the Landlord in remedying the Event of Default, together with the Landlord's five percent (5%) administration fee and interest at the Stipulated Rate from the date such expense was incurred by the Landlord;

(d) to recover from the Tenant all actual out-of-pocket damages, costs and expenses incurred by the Landlord as a result of the Event of Default including any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises;

(e) to withhold or suspend payment of sums the Landlord would otherwise be obligated to pay to the Tenant under this Lease or any other agreement;

(f) to require all future payments to be made by cashier's check, money order or wire transfer after the first time any check is returned for insufficient funds, or the second time any sum due hereunder is more than ten (10) Business Days late; and

(g) to apply any Security Deposit as permitted under this Lease.

(h) The Tenant agrees that no Notice of an Event of Default or of a breach of any covenant or condition in this Lease will be considered void or ineffective as a result of a minor or technical inaccuracy or error.

13.3 **Remedies Generally**

Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises or the Landlord's exercise of any other remedy either as provided herein or otherwise, shall not relieve the Tenant of its liabilities and obligations under this Lease, including, without limitation, the Tenant's liability for the payment of Rent or any other damages the Landlord may incur by reason of the Tenant's breach. In addition, the Tenant shall not be relieved of its liabilities under this Lease or be entitled to any damages hereunder based upon minor or immaterial errors in the exercise of the Landlord's remedies. The remedies under this Lease are cumulative and may be exercised independently or in combination with others. No remedy is exclusive or dependent on any other remedy. The specifying or use of a remedy under this Lease does not limit rights to use other remedies available to the Landlord generally at law or in equity.

13.4 **Mitigation of Damages**

Upon termination of the Tenant's right to possess the Premises, the Landlord shall, only to the extent required by Applicable Laws, use objectively reasonable efforts to mitigate damages by reletting the Premises. The Landlord shall not be deemed to have failed to do so if the Landlord refuses to lease the Premises to a prospective new tenant with respect to whom the Landlord would be entitled to withhold its consent pursuant to Section 11.1, or who (a) is an Affiliate, parent or subsidiary of the Tenant; (b) is not acceptable to any Mortgagee of the Landlord; (c) requires improvements to the Premises to be made at the Landlord's expense; or (d) is unwilling to accept lease terms then proposed by the Landlord, including: (i) leasing for a shorter or longer term than remains under this Lease; (ii) re-configuring or combining the Premises with other space, (iii) taking all or only a part of the Premises; and/or (iv) changing the use of the Premises. Notwithstanding the Landlord's duty to mitigate its damages as provided herein, the Landlord shall not be obligated (1) to give any priority to reletting the Tenant's space in connection with its leasing of space in the Premises or any complex of which the Premises is a part, or (2) to accept below market rental rates for the Premises or any rate that would negatively impact the market rates for the Premises. To the extent that the Landlord is required by Applicable Laws to mitigate damages, the Tenant must plead and prove by clear and convincing evidence that the Landlord failed to so mitigate in accordance with the provisions of this Section 13.4, and that such failure resulted in an avoidable and quantifiable detriment to the Tenant.

13.5 **Landlord Defaults and Tenant Remedies.**

If Landlord fails in the performance of any of Landlord's obligations under this Lease and such failure continues for 60 days after Landlord's receipt of written notice thereof from Tenant (or an additional reasonable time after such receipt if (i) such failure cannot be cured within such 30 day period, and (ii) Landlord commences curing such failure within such 30 day period and thereafter diligently pursues the curing of such failure), then Tenant shall be entitled to exercise any remedies that Tenant may have at law or in equity.

ARTICLE 14 – INSURANCE AND INDEMNITY

14.1 **Tenant's Insurance**

(a) The Tenant shall, throughout the period that the Tenant is given possession of the Premises and during the entire Term, at its sole cost and expense, take out and keep in full force and effect, the following insurance:

(i) all-risk property insurance (including but not limited to sprinkler leakage, flood, earthquake and collapse coverage) in an amount equal to the full replacement cost thereof upon property of every description and kind which is located within the Premises including, without limitation, Leasehold Improvements, tenant's fixtures, the Tenant's inventory, furniture and personal property provided that if there is a dispute as to the amount which comprises full replacement cost, the decision of the Landlord or any Mortgagee shall be conclusive;

(ii) Intentionally Omitted.

(iii) commercial general liability insurance, including property damage and bodily injury and personal injury liability, tenant's legal liability, non-owned automobile liability, contractual liability, employers' liability and owners' and contractors' protective insurance coverage with respect to the Premises and the Tenant's use thereof, coverage to include the activities and operations conducted by the Tenant and any other person on the Premises, and by the Tenant and any other person performing work on behalf of the Tenant. Such policies shall be written on a comprehensive basis with inclusive limits of not less than Five Million Dollars ($5,000,000) per occurrence for bodily injury to any one or more persons, or property damage, and such higher limits as the Landlord, acting reasonably, or its Mortgagee requires from time to time, and shall contain a severability of interests clause and a cross-liability clause;

(iv) if applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount not less than the full replacement cost of all Leasehold Improvements and of all boilers, pressure vessels, air-conditioning equipment and miscellaneous electrical apparatus located on or serving the Premises;

(v) if applicable, standard owner's form automobile policy providing third party liability insurance with Two Million Dollars ($2,000,000) inclusive limits, and accident benefits insurance covering all licensed vehicles owned or operated by or on behalf of the Tenant;

(vi) worker's compensation insurance in amounts required under Applicable Laws; and

(vii) any other form of insurance which the Landlord, acting reasonably requires from time to time in form, in amounts and for risks against which a prudent tenant would insure.

(b) All policies shall be taken out with insurers reasonably acceptable to the Landlord; shall be in a form satisfactory from time to time to the Landlord which form may include a reasonable deductible, the amount of which will be subject to the Landlord's approval, which approval may not be unreasonably withheld, shall be non-contributing with and shall apply only as primary and not as excess to any other insurance available to the Landlord or the Mortgagee, shall not be invalidated as respects the interests of the Mortgagee by reason of any breach or violation of any warranties, representations or conditions contained in the policies. All policies shall contain an undertaking by the insurers to notify the Landlord and the Mortgagee in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof, and, in respect of Sections 14.1(a)(i), 14.1(a)(ii) and 14.1(a)(iv), contain a waiver of subrogation and incorporate a Mortgagee's standard mortgage clause. The Landlord, its designated property manager and any Mortgagee shall be named as additional insured under Section 14.1(a)(iii) and as loss payee under Sections 14.1(a)(i) and 14.1(a)(iv).

(c) Certificates of insurance issued by the Tenant's broker or insurer will be delivered to the Landlord as soon as practicable after the placing of the required insurance and in any event at least ten (10) days prior to the effective date of coverage. Provided that no review or approval of any such insurance certificate by the Landlord shall derogate from or diminish the Landlord's rights or the Tenant's obligations contained in this Article.

(d) If the Tenant fails to take out or keep in force any insurance referred to in this Section 14.1, or should any such insurance not be approved by either the Landlord or the Mortgagee and should the Tenant not commence to diligently rectify (and thereafter proceed to diligently rectify) the situation within twenty-four (24) hours after written Notice by the Landlord to the Tenant (stating, if the Landlord or the Mortgagee does not approve of such insurance, the reasons therefor), the Landlord has the right without assuming any obligation in connection therewith to effect such insurance at the sole cost of the Tenant and all outlays by the Landlord shall be paid by the Tenant to the Landlord on demand as Additional Rent without prejudice to any other rights and remedies of the Landlord under this Lease.

(e) The Tenant agrees that in the event of damage or destruction to the Leasehold Improvements in the Premises covered by insurance pursuant to Sections 14.1(a)(i) and 14.1(a)(iv), the Tenant shall use the proceeds of such insurance for the purpose of repairing or restoring such Leasehold Improvements save and except if the Landlord has terminated this Lease and in which case the Tenant shall forthwith pay to the Landlord all of its insurance proceeds relating to the Leasehold Improvements in the Premises. In the event of damage to or destruction of the Premises entitling the Landlord to terminate this Lease pursuant to Sections 10.1 and 10.3, then if the Premises have also been damaged or destroyed and this Lease is terminated, the Tenant shall forthwith pay to the Landlord all of its insurance proceeds relating to the Leasehold Improvements in the Premises and if the Premises have not been damaged or destroyed, the Tenant shall upon demand deliver to the Landlord in accordance with the provisions of this Lease the Leasehold Improvements and the Premises.

14.2 **Increase in Insurance Premiums**

The Tenant shall not keep, use, sell or offer to sell in or upon the Premises any article which may be prohibited by any fire insurance policy in force from time to time covering the Premises. If:

(a) the occupation of the Premises;

(b) the conduct of business in the Premises; or

(c) any act or omission of the Tenant in the Premises or any part thereof;

causes or results in any increase in premiums for the insurance carried from time to time by the Landlord with respect to the Premises, the Tenant shall pay any such increase in premiums as Additional Rent forthwith upon demand by the Landlord. In determining whether increased premiums are caused by or result from the use or occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Premises showing the various components of such rate shall be conclusive evidence of the several items and charges which make up such rate. The Tenant shall comply promptly with all requirements of any insurer now or hereafter in effect pertaining to or affecting the Premises.

14.3 **Cancellation of Insurance**

If any insurance policy upon the Premises or any part thereof shall be cancelled or shall be threatened by the insurer to be cancelled or the coverage thereunder reduced in any way by the insurer by reason of the use or occupation of the Premises or any part thereof by the Tenant or by any assigns or sub-tenant of the Tenant or any occupant of the Premises, or by anyone permitted by the Tenant to be upon the Premises, the Tenant shall remedy the condition giving rise to cancellation, threatened cancellation or reduction of coverage within twenty-four (24) hours after written Notice thereof by the Landlord. In the event the Tenant fails to remedy as provided in this Section 14.3, the Landlord may, at its option, terminate this Lease forthwith by leaving upon the Premises Notice in writing and thereupon Rent and any other payments for which the Tenant is liable under this Lease shall be apportioned and paid in full to the date of such termination and the Tenant shall immediately deliver up possession of the Premises to the Landlord and the Landlord may re-enter and take possession of the same.

14.4 **Loss or Damage**

The Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at or relating to the Premises, or damage to property of the Tenant or of others located on the Premises, nor shall it be responsible for any loss of or damage to any property of the Tenant or others from any cause whatsoever, except to the extent any such death, injury, loss or damage which results from the gross negligence of the Landlord, its agents, servants or employees or other persons for whom it may be in law responsible and provided that in no event shall the Landlord be responsible for any loss, injury or damage contemplated by Section 14.7(b), or for any indirect or consequential damages sustained by the Tenant or others. Without limiting the generality of the foregoing, but subject to the exceptions to the limitation of the liability of the Landlord set out herein, the Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, dampness, falling plaster, falling ceiling tile, falling ceiling fixtures (including part or all of the ceiling T grid system) and diffuser coverings, or from steam, gas, electricity, water, rain, flood, snow or leaks from any rentable premises or the parking facilities or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the Premises or from the street or any other place or by any other cause whatsoever. The Landlord shall not be liable for any such damage caused by other persons in the Premises or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Tenant kept or stored on the Premises shall be so kept or stored at the risk of the Tenant only and the Tenant shall indemnify the Landlord and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by the Tenant's insurers.

14.5 **Landlord's Insurance**

As a component of Operating Costs, the Landlord may, but shall have no obligation to, maintain the following insurance policies:

(a) public liability and property damage insurance with respect to the Landlord's operations in the Premises;

(b) loss of rental income insurance, or loss of insurable gross profits commonly insured against by prudent landlords, including loss of all rentals receivable from Tenant in accordance with the provisions of this Lease, including base rent and additional rent; and

(c) such other form or forms of insurance as the Landlord or the Mortgagee reasonably considers advisable.

Such insurance shall be in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a reasonably similar industrial building, having regard to size, age and location. Notwithstanding the Landlord's covenant contained in this Section 14.5, and notwithstanding any contribution by the Tenant to the cost of insurance premiums provided herein, the Tenant acknowledges and agrees that no insurable interest is conferred upon the Tenant under any policies of insurance carried by the Landlord, and the Tenant has no right to receive any proceeds of any such insurance policies carried by the Landlord.

14.6 **Indemnification of the Landlord**

Notwithstanding any other provision of this Lease, the Tenant shall defend, indemnify and save harmless the Landlord and Landlord's affiliates, members, managers, principals, partners, officers, directors, employees, lenders and agents from and against any loss (including loss of Base Rent and Additional Rent), claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising out of this Lease, or any occurrence in, upon or at the Premises, or the occupancy or use by the Tenant of the Premises or any part thereof, or any other part of the Premises, or occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be on the Premises by the Tenant. If the Landlord shall, without fault on its part, be made a party of any litigation commenced by or against the Tenant, then the Tenant shall protect, indemnify and hold the Landlord harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with such litigation. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death to person or persons, occurring during the Term of this Lease, shall survive any expiration or earlier termination of this Lease and without limiting the generality of the foregoing, shall indemnify and hold the Landlord harmless from and against any claims arising herein. The Tenant shall also pay all costs, expenses and legal fees that may be incurred or paid by the Landlord in reasonably enforcing the terms, covenants and conditions in this Lease unless a court of law having jurisdiction shall decide otherwise.

14.7 **Limitations of Liability**

The Landlord shall not be liable to the Tenant in respect of any loss, injury or damage to property insured or required to be insured by the Tenant under Sections 14.1(a)(i), 14.1(a)(iii) and 14.1(a)(iv).

ARTICLE 15 - ENVIRONMENTAL MATTERS

15.1 **Use of Hazardous Substances**

The Tenant, its agents, contractors and those for whom the Tenant is in law responsible, shall not cause or permit any Hazardous Substances to be brought upon, created, formed, kept or used in or about the Premises except in strict compliance with all Environmental Laws. The Tenant shall further ensure that its employees are trained with respect to the identification, storage, and handling of all Hazardous Substances that are brought onto the Premises.

[1] Given the environmental history of the Premises, we suggest that the Landlord obtain a Phase I (and, if necessary, a Phase II) on the Premises in order to establish an environmental snapshot of the property on the Commencement Date. Doing so will help determine who was the cause of any contamination.

15.2 **List of Hazardous Substances**

Prior to the Commencement Date, the Tenant will provide a list of all Hazardous Substances that the Tenant will use at the Premises for the Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. This list will be updated and submitted to the Landlord within fifteen (15) days of written request by the Landlord or its environmental consultant; however, this shall not relieve the Tenant from obtaining the Landlord's prior written consent of any Hazardous Substances to be brought onto the Premises in accordance with Section 15.1.

15.3 **Compliance with Environmental Laws**

(a) The Tenant shall at the Tenant's own expense comply with all Environmental Laws and shall make, obtain and deliver all reports and studies as required by any governmental agency, authority or any Environmental Laws.

(b) The Tenant shall, at its expense, monitor the Premises for the presence of Hazardous Substances or conditions which may reasonably give rise to Contamination (defined below) and promptly notify the Landlord if it suspects Contamination in the Premises. "**Contamination**" means the existence or any release or disposal of a Hazardous Substance or biological or organic contaminant, including any such contaminant which could adversely impact air quality, such as mold, fungi or other bacterial agents in, on, under, at or from the Premises which may result in any liability, fine, use restriction, cost recovery lien, remediation requirement, or other government or private party action or imposition affecting the Landlord or the Landlord's officers, directors, managers, members, partners, shareholders, employees, agents, asset or property managers, or lenders. For purposes of this Lease, claims arising from Contamination shall include diminution in value, restrictions on use, adverse impact on leasing space, and all costs of site investigation, remediation, removal and restoration work, including response costs under CERCLA and similar statutes.

(c) The Tenant authorizes the Landlord to make inquiries from time to time of any governmental agency or authority in order to determine the Tenant's compliance with the Environmental Laws. The Tenant covenants and agrees that it will from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information.

(d) The Tenant shall immediately advise the Landlord of any breach of any part of this Article or if any governmental agency or authority issues an order, notice, cancellation, amendment, charge, violation, ticket or other document concerning the release, investigation, clean up, remediation or abatement of any Hazardous Substances. The Tenant shall promptly notify in writing both the Landlord and the proper governmental authority of any discharge, release, leak, spill or escape into the environment of any Hazardous Substances at, to or from the Premises.

(e) Upon request by the Landlord from time to time, the Tenant shall provide to the Landlord a certificate executed by a senior officer of the Tenant certifying ongoing compliance by the Tenant with its covenants contained herein.

(f) Tenant shall be required to obtain a bond with the Nevada Division of Environmental Protection ("**NDEP**"), in an amount determined by NDEP, for activities conducted under the Tenant's permits, and shall immediately provide evidence thereof to Landlord. Tenant shall maintain such bond in place for as long as is required NDEP and Applicable Law.

15.4 **Inspection of Premises**

The Landlord or its agents, employees, representatives or environmental consultant may inspect the Premises from time to time without Notice, in order to verify the Tenant's compliance with the Environmental Law and the requirements of this Lease respecting Hazardous Substances. The Tenant shall pay as Additional Rent any reasonable out-of-pocket costs incurred by the Landlord in making such inspections or environmental assessments. If, further to such inspection, the Landlord determines acting reasonably, that an Environmental Audit is required, the Landlord and its agent shall be entitled to conduct an Environmental Audit immediately, and the Tenant shall provide access to the Landlord and its agent for the purpose of conducting an Environmental Audit. Such Environmental Audit shall be at the Tenant's expense, and the Tenant shall, at its expense and subject to Section 15.5, forthwith remedy any problems identified by the Environmental Audit, and shall ensure that it complies with all of its covenants herein.

15.5 **Clean Up or Removal**

If the Landlord or any government authority shall require the clean up or removal of any Hazardous Substances held, created, formed, released, spilled, abandoned or placed upon the Premises or released into the environment by the Tenant in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Premises, then the Tenant shall, at its own expense, prepare and submit for approval all necessary studies, plans and proposals, shall provide all bonds and other security required by governmental authorities and shall forthwith carry out the work required. The Tenant shall keep the Landlord fully informed of the progress of the matter and shall provide to the Landlord full information with respect to proposed plans and comply with the Landlord's reasonable requirements with respect to such plans. The Tenant further agrees that the Landlord may, at its option, elect to undertake such work or any part thereof at the cost and expense of the Tenant, plus the Landlord's five percent (5%) administration fee.

15.6 **Ownership of Hazardous Substances**

If the Tenant creates or brings to the Premises any Hazardous Substances or if the conduct of the Tenant's business shall cause there to be any Hazardous Substances at the Premises then, notwithstanding any rule of law to the contrary, such Hazardous Substances shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord notwithstanding the degree of affixation to the Premises of the Hazardous Substances, and notwithstanding the expiration or earlier termination of this Lease.

15.7 **Indemnity**

(a) The Tenant will defend and indemnify the Landlord and those for whom the Landlord is in law responsible and save them harmless from every loss, cost, claim, expense, fine, penalty, prosecution or alleged infraction which they, or any of them, suffer or suffers as a result of the Tenant's breach of any of its obligations under this Article 15. In addition, the Tenant will pay to the Landlord, as Additional Rent, all costs incurred by the Landlord in doing any clean-up, restoration or other remedial work as a consequence of the Tenant's failure to comply with any of its obligations under this Article 15, plus the Landlord's five percent (5%) administration fee. The Tenant's obligations under this Article 15 shall survive the expiration of the Term or earlier termination of this Lease.

(b) The Landlord will defend and indemnify the Tenant and those for whom the Tenant is in law responsible and save them harmless from every loss, cost, claim, expense, fine, penalty, prosecution or alleged infraction which they, or any of them, suffer or suffers as a result of any Contamination in the Premises existing on the Commencement Date. The Landlord's obligations under this Section 15.7(b) shall survive the expiration of the Term or earlier termination of this Lease.

ARTICLE 16 - GENERAL PROVISIONS

16.1 General Rules of Interpretation

(a) Obligations as Covenants: Each obligation of the Landlord and the Tenant in this Lease shall be considered a covenant for all purposes. If the Tenant has failed to perform any of its obligations under this Lease, such obligations shall survive the expiration or other termination of this Lease.

(b) Time: Time is of the essence of this Lease.

(c) Number, Gender: The grammatical changes required to make the provisions of this Lease apply in the plural sense where the Tenant comprises more than one Person and to individuals (male or female), partnerships, corporations, trusts or trustees will be assumed as though in each case fully expressed.

(d) Governing Law: This Lease shall be governed by and construed under the Applicable Laws of the jurisdiction in which the Premises is located and the parties attorn and submit to the jurisdiction of the courts of such jurisdiction.

(e) Headings: The headings of the Articles and Sections are included for convenience only, and shall have no effect upon the construction or interpretation of this Lease.

(f) Severability: Should any provision of this Lease be or become invalid, void, illegal or not enforceable, such provision shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

16.2 Entire Agreement, Amendments, Waiver

This Lease contains the entire agreement between the parties with respect to the subject matter of this Lease and there are no other agreements, promises or understandings, oral or written, between the parties in respect of this subject matter. This Lease may be amended only by written agreement between the Landlord and the Tenant. No electronic communications between the parties will have the effect of amending this Lease. No provisions of this Lease shall be deemed to have been waived by the Landlord or the Tenant unless such waiver is in writing signed by such party. If either the Landlord or the Tenant excuses or condones any default by the other of any obligation under this Lease, no waiver of such obligation shall be implied in respect of any continuing or subsequent default. The Landlord's receipt of Rent with knowledge of a breach shall not be deemed a waiver of any breach.

16.3 Successors

This Lease and everything herein contained shall extend to and bind the successors and assigns of the Landlord and the legal representatives, heirs, executors, administrators, successors and permitted assigns of the Tenant (as the case may be).

16.4 **Holding Over**

The Tenant has no right to remain in possession of the Premises after the end of the Term. If the Tenant remains in possession of the Premises after the end of the Term with the written consent of the Landlord but without entering into a new lease or other agreement then, notwithstanding any statutory provisions or legal presumption to the contrary, there shall be no tacit renewal of this Lease or the Term and the Tenant shall be deemed to be occupying the Premises as a tenant from month to month (with either party having the right to terminate such month to month tenancy at any time on not less than thirty (30) days' written Notice, whether or not the date of termination is at the end of a rental period) at a monthly Base Rent payable in advance on the first day of each month equal to one hundred fifty percent (150%) of the monthly amount of Base Rent payable during the last month of the Term and otherwise upon the same terms, covenants and conditions as in this Lease insofar as these are applicable to a monthly tenancy and, for greater certainty, including liability for all Additional Rent. If the Tenant remains in possession of the Premises after the end of the Term or any extension terms(s) without the written consent of the Landlord, Tenant shall be a tenant at sufferance. In such event, Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 200% of the greater of the monthly amount of Base Rent payable during the last month of the Term and otherwise upon the same terms, covenants and conditions as in this Lease, including liability for all Additional Rent. In addition to the payment of the amounts provided above, if the Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of the Tenant's holdover, the Tenant shall be liable to the Landlord for, and shall protect the Landlord from and indemnify and defend the Landlord against, all losses and damages, including any claims made by any succeeding tenant resulting from such failure to vacate, and any consequential damages that the Landlord suffers from the holdover.

16.5 **Notices**

Any notice, demand or request ("**Notice**") required or permitted to be given under this Lease shall be in writing (unless otherwise expressly provided herein) and shall be deemed to have been duly given if (a) personally delivered, (b) delivered by nationally recognized overnight courier, or (c) sent by facsimile or electronic transmission during normal business hours followed by a confirmatory letter sent in another manner permitted hereunder, in the case of Notice to the Landlord, to it at the address set out in Section 1.1(a), and in the case of Notice to the Tenant, to it at the Premises.

Any such Notice given in accordance with the above requirements shall be deemed to have been given, if delivered, on the day on which it was delivered so long as such delivery was prior to 5:00 p.m. on a Business Day (and, if after 5:00 p.m. or if any such day is not a Business Day, then it shall be deemed to have been delivered on the next Business Day). Either party may from time to time by Notice change the address to which Notices to it are to be given. Notwithstanding the foregoing, during any interruption or threatened interruption in postal services, any Notice shall be personally delivered or delivered by courier. If a copy of any Notice to the Tenant is to be sent to a second address or to another Person other than the Tenant, the failure to give any such copy shall not vitiate the delivery of the Notice to the Tenant.

16.6 **Intentionally Omitted.**

16.7 **Rules and Regulations**

The Tenant shall comply and cause every Person over whom it has control to comply with the Rules and Regulations. The Landlord shall have the right from time to time to make reasonable amendments, deletions and additions to such Rules and Regulations and shall provide written Notice of same to the Tenant. If the Rules and Regulations conflict with any other provisions of this Lease, the other provisions of this Lease shall govern. The Landlord shall not be obligated to enforce the Rules and Regulations and shall not be responsible to the Tenant for failure of any Person to comply with the Rules and Regulations. The Rules and Regulations may differentiate between different types of tenants, different parts of the Premises or otherwise.

16.8 **Attorneys' Fees**

In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein, shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

16.9 **Force Majeure; Coronavirus**

(a) If the Landlord or the Tenant is, in good faith, prevented from doing anything required by this Lease because of Force Majeure, the doing of the thing is excused for the period of the Force Majeure and the party prevented will do what was prevented within the required period after the Force Majeure, but this does not excuse either party from payment of amounts they are required to pay at the times specified in this Lease. Either party shall also be excused from the performance of any term, covenant or act required hereunder if the performance of such item would be in conflict with any directive, policy or request of any governmental or quasi-governmental authority in respect of any energy, conservation, safety or security matter.

(b) The parties hereby acknowledge that, as of the date of this Lease, the coronavirus outbreak, including, without limitation Covid-19 and any mutations thereof (the "**Coronavirus Situation**") has caused various governmental entities at various levels (federal, state, county, city and local) to issue various laws, ordinances, regulations, orders and controls directly in response to the Coronavirus Situation (collectively and as hereinafter promulgated, the "**Coronavirus Governmental Actions**"), which have included, without limitation, orders that allow tenants to withhold or defer rent payments without late fees or interest ("**Coronavirus Rent Deferrals**"). Landlord and Tenant acknowledge that this Lease is being entered into while both parties have knowledge and awareness of the Coronavirus Situation and the ongoing Coronavirus Governmental Actions, and Tenant acknowledges and agrees that Landlord would not lease the Premises to Tenant without Tenant expressly waiving any current or future rights to Coronavirus Rent Deferrals and all other rights now or in the future to withhold any payments to Landlord arising in any way from the Coronavirus Governmental Actions. Therefore, in consideration of the foregoing and Landlord's willingness to enter into this Lease, to the maximum extent allowed by Applicable Law, Tenant hereby expressly and irrevocably waives any and all current or future rights to Coronavirus Rent Deferrals and all other rights now or in the future to withhold any payments of Rent to Landlord arising in any way from the Coronavirus Governmental Actions. Tenant acknowledges and agrees that, Landlord is under no obligation to provide notice of any incidents of coronavirus infections within the Premises, and the presence of coronavirus infected individuals within the Premises is not an excuse or basis for not making payments to Landlord otherwise due under this Lease, including, without limitation, Rent and Additional Rent.

16.10 **Acceptance of Lease**

The Tenant accepts this Lease of the Premises to be held by it as Tenant, subject to the provisions set out in this Lease.

16.11 **Limited Recourse**

Except as otherwise expressly provided in this Lease, the recourse of the Tenant against the Landlord shall be limited to the Landlord's interest in the Premises. The Tenant shall have no recourse to any other assets of the Landlord. If the Landlord consists of more than one Person, the liability of each such Person shall be several and be limited to its percentage interest in the Premises.

16.12 **Counterparts**

This Lease may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect. Additionally, this Lease may be executed in counterparts, but shall become effective only after each party has executed a counterpart hereof; all said counterparts, when taken together, shall constitute the entire single agreement between the parties. This Lease may be executed by a party's signature transmitted by facsimile ("fax") or email or by a party's electronic signature, and copies of this Lease executed and delivered by means of faxed or emailed copies of signatures or originals of this Lease executed by electronic signature shall have the same force and effect as copies hereof executed and delivered with original wet signatures. All parties hereto may rely upon faxed, emailed or electronic signatures as if such signatures were original wet signatures.

16.13 **No Representation**

No agreement, representations, warranties or conditions relating to the Premises or the contents of this Lease have been made except as are expressly set out herein. It is understood and agreed that there have been no representations made as to whether or not the Tenant's proposed use of the Premises is in compliance with the by-laws and regulations governing the Premises. It is the Tenant's obligation to satisfy itself that its use is in compliance with the said by-laws and regulations. The Tenant acknowledges that no indemnities of the Landlord in favor of the Tenant have been given under this Lease.

16.14 **Interpretation**

This Lease has been negotiated and approved by the Landlord and the Tenant and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either Landlord or Tenant by reason of the authorship of any of the provisions contained in this Lease.

16.15 **Confidentiality**

The Tenant shall keep confidential all financial information in respect of this Lease, provided that it may disclose such information to its auditor, consultants and professional advisors so long as they have first agreed to respect such confidentiality.

16.16 **Power, Capacity and Authority**

The Landlord and the Tenant covenant, represent and warrant to each other that they have the power, capacity and authority to enter into this Lease and to perform its obligations hereunder and that there are no covenants, restrictions or commitments given by it which would prevent or inhibit it from entering into this Lease.

16.17 **Brokerage Fees**

Landlord and Tenant each represents and warrants to each other that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation. Landlord and Tenant shall each indemnify, defend and hold each other harmless from any cost, expense, or liability, (including, without limitation, costs of suits and reasonable attorneys' fees) for any compensation, commission, or fees claimed by any other real estate broker or agent in connection with this Lease (including but not limited to any expansions of the Premises and renewals) or its negotiation as a result of the actions of the indemnifying party.

16.18 **OFAC**

(a) Tenant is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended. Neither Tenant nor, to Tenant's actual knowledge, any Person (defined below) who owns a direct or indirect interest in Tenant (collectively, a "**Tenant Related Party**") is now nor shall be at any time during the term of this Lease a Person with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "**U.S. Person**"), including a United States Financial Institution as defined in 31 U.S.C. 5312, as periodically amended ("**Financial Institution**"), is prohibited from transacting business of the type contemplated by this Lease, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC) or otherwise.

(b) Neither Tenant nor, to Tenant's knowledge, any Tenant Related Party, (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering or any violation of any Anti-Money Laundering Laws or any violation of any Anti-Corruption Laws; (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws or under any Anti-Corruption Laws; or (iii) has had any of its funds seized or forfeited in any action under any Anti Money Laundering Laws or any Anti-Corruption Laws.

(c) For purposes of this Lease, the following terms shall have the following meanings: **Anti-Money Laundering Laws**" shall mean laws, regulations and sanctions, state and federal, criminal and civil, that (1) limit the use of and/or seek the forfeiture of proceeds from illegal transaction; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (3) require identification and documentation of the parties with whom a Financial Institution conducts business; or (4) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., the Money Laundering Control Act of 1986 and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Section 1956 and 1957. "**Anti-Corruption Laws**" shall mean any anti-corruption laws of any applicable jurisdiction including the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1, et seq.

(d) Tenant shall deliver to Landlord within five (5) Business Days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with Sections 16.18(a) and 16.18(b) hereof. If at any time the representations set forth in either Section 16.18(a) and 16.18(b) hereof become false, Tenant shall be deemed to be in default of this Lease and Landlord shall have the right to exercise all of the remedies set forth in this Lease in the event of a Tenant default or to terminate this Lease immediately and collect damages as a result of such Tenant default.

(e) Anything in this Lease or otherwise to the contrary notwithstanding, Tenant hereby agrees to defend, indemnify, and hold harmless Landlord, it officers, members, managers, partners, directors, agents, employees and counsel from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the representations, warranties and covenants set forth in Sections 16.18(a) and 16.18(b) of this Lease. The indemnity obligations of Tenant under this Section 16.18(e) shall survive the termination or expiration of this Lease.

16.19 **Waiver of Trial by Jury**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE, OR THE TRANSACTIONS OR MATTERS RELATED HERETO OR CONTEMPLATED HEREBY.

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IN WITNESS WHEREOF the parties hereto have executed this Lease.

LANDLORD:

AQUA METALS RENO INC.

By: */s/ Stephen Cotton*
Name: Stephen Cotton
Title: President and CEO

TENANT:

LINICO CORPORATION

By: */s/ Michael Vogel*
Name: Michael Vogel
Title: CEO

RIDER NO. 1

ADDITIONAL PROVISIONS

THIS RIDER NO. 1 TO LEASE (this "**Rider 1**") is attached to and made a part of that certain Industrial Lease dated as of February 15, 2021 (the "**Lease**"), by and between Aqua Metals Reno Inc., a Delaware corporation, (the "**Landlord**"), and Linico Corporation, a Nevada corporation (the "**Tenant**"), for the Premises described in the Lease. All capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Lease.

1.1 Purchase Option.

Subject to the terms and conditions provided in Section 1.1, and provided that (i) no Event of Default has occurred and is continuing, (ii) no event exists at the time Tenant sends the Purchase Option Notice (as hereinafter defined), or arises subsequent thereto, which event by notice and/or the passage of time would constitute an Event of Default if not cured within the applicable cure period, and (iii) no Event of Default exists as of the Closing Date (as hereinafter defined), Tenant shall have the right to purchase (the "**Purchase Option**") the Premises for the Purchase Price (as hereinafter defined) at any time during the Term of the Lease.

1.2 Notice of Exercise.

Tenant shall exercise the Purchase Option only by delivering irrevocable written notice (the "**Purchase Option Notice**") thereof to Landlord on or before the Expiration Date (such notice date being the "**Purchase Option Notice Date**"). In the event Tenant does not timely exercise the Purchase Option by the Purchase Option Notice Date (time being of the essence), then Tenant shall be deemed to have waived and relinquished the Purchase Option and the Purchase Option shall terminate and be of no further force or effect. The closing date ("**Closing Date**") for the purchase of the Premises pursuant to the Purchase Option shall occur no later than thirty (30) days following the delivery of the Purchase Option Notice.

(a) Determination of Purchase Price. As used herein, the "**Purchase Price**" shall mean as follows: (i) if the Closing Date under the Purchase Option occurs on or prior to October 1, 2022, then the Purchase Price shall be $14,250,000.00, or (ii) if the Closing Date under the Purchase Option occurs after October 1, 2022, then the Purchase Price shall be $15,250,000.00.

(b) Deposit. Tenant covenants and agrees that on or before October 15, 2021, Tenant shall make a nonrefundable earnest money deposit of $1,250,000, in cash or other immediately available funds (the "**Initial Deposit**"), to Landlord, which deposit shall be applied toward the Purchase Price of the Premises on the Closing Date. On or prior to November 1, 2022, Tenant shall make an additional nonrefundable earnest money deposit of $2,000,000, in cash or other immediately available funds (the "**Additional Deposit**" and together with the Initial Deposit, the "**Deposit**") to Landlord, which deposit shall be applied toward the Purchase Price of the Premises on the Closing Date. The balance of the Purchase Price shall be due and payable on the Closing Date.

(c) Execution and Delivery of Purchase Agreement. Within ten (10) days after the delivery of the Purchase Option Notice, the parties shall execute a purchase agreement (the "**Purchase Agreement**"), which shall provide, among other things (1) that the Premises shall be transferred on the Closing Date, in its "as-is" and "where-is" condition as of the date of the Closing Date, (2) Landlord shall make no representations, warranties or indemnities whatsoever regarding the Premises, including, without limitation, the structure or systems of the Premises or the environmental condition of the Premises, (3) that the purchase and sale of the Premises shall be subject to all restrictions, covenants, declarations, easements and other encumbrances of record as of the Commencement Date and to any encumbrances consented to, approved by or resulting from the acts or omissions of Tenant, including those encumbrances disclosed on **Exhibit** "**E**" attached hereto, provided however that Landlord shall cause to be released from the Premises on or prior to the Closing Date any mortgage, deed of trust, mechanic's lien, or similar monetary lien that is created by Seller; (4) that Landlord and Tenant shall split equally all real property transfer taxes and escrow fees and other costs payable in connection with the sale shall be borne in accordance with custom in the State of Nevada, (5) that Landlord shall be responsible for paying the premium for a standard coverage owner's title insurance policy obtained by Tenant, and if Tenant elects to obtain an extended coverage title insurance policy, Tenant shall pay the additional premium for such extended coverage policy, together with the cost of any survey and title endorsements; (6) that Landlord shall have no liability for any brokerage fees in connection with the sale, and (7) such other terms and conditions as are mutually acceptable to Landlord and Tenant. Notwithstanding anything to the contrary contained herein, if Tenant exercises the Purchase Option and fails to execute the Purchase Agreement, or after execution of the Purchase Agreement, Tenant breaches any of the terms and conditions contained in Purchase Agreement, including without limitation, a failure to close under the Purchase Agreement, then the Purchase Option shall be void and of no further force and effect, such breach shall constitute an Event of Default under this Lease and Landlord shall be entitled to the Deposit and to exercise any rights and remedies afforded to it at law or in equity.

(d) Financing. Tenant shall use best efforts to obtain adequate financing to consummate the transactions contemplated by the Purchase Option during the Term.

(e) Termination of Lease; Assignment. Except as expressly provided in the Lease, any termination, cancellation or surrender of this Lease shall terminate the Purchase Option whether or not the Purchase Option has been exercised. During the period from and after the Purchase Option Notice Date and including the Closing Date, Tenant shall be deemed to be occupying the Premises as the Tenant under this Lease and not as a contract vendee, and the respective rights and obligations of Landlord and Tenant with respect to the use, operation and maintenance of the Premises shall be governed by the terms, covenants and conditions contained in the Lease. Tenant's Purchase Option under this Section 1.1 is not assignable, and may be exercised only by Tenant, while still the tenant, and may not be exercised by any other transferee, assignee or subtenant of such original Tenant.

1.3 Representations and Warranties of Landlord. Landlord represents and warrants to Tenant as of the date hereof as follows:

(a) Good Standing. Landlord is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to conduct the business in which it is now engaged, and is duly qualified and in good standing in all states where the ownership of its assets or the conduct of its business makes such qualification necessary.

(b) Due Authorization. The execution, delivery and performance of this Lease and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate actions of Landlord, none of which actions have been modified or rescinded, and all of which actions are in full force and effect. This Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms.

(c) No Violations or Defaults. The execution, delivery and performance of this Lease and its Purchase Option and the consummation by Landlord of the transactions contemplated hereby will not (a) violate any law or any order of any court or governmental authority with proper jurisdiction binding against Landlord or its assets; (b) result in a breach or default under any contract or other binding commitment of Landlord or any provision of the organizational documents of Landlord; or (c) require the consent of any third-party.

(d) Litigation. As of the date hereof, there are no actions, suits, arbitrations, governmental investigations or other proceedings pending or, to the actual knowledge of Landlord, threatened against Landlord or affecting the Premises before any court or governmental authority.

(e) Municipal Assessment/Notices. Landlord has not received any written notice of, and to Landlord's knowledge, there are no outstanding unpaid municipal assessment notices against the Premises.

(f) Bankruptcy. Landlord is not insolvent within the meaning of Title 11 of the United States Code, as amended (the "**Bankruptcy Code**"), and has not ceased to pay its debts as they become due. Landlord has not filed or taken any action to file a voluntary petition, case or proceeding under any section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof, relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of its debts; and no such petition, case or proceeding has been filed against it which has not been dismissed, vacated or stayed on appeal; and it has not been adjudicated as a bankrupt or insolvent or consented to, nor filed an answer admitting or failing reasonably to contest an allegation of bankruptcy or insolvency. It has not sought, or consented to or acquiesced in, the appointment of any receiver, trustee, liquidator or other custodian of it or a material part of its assets, and has not made or taken any action to make a general assignment for the benefit of creditors or an arrangement, attachment or execution has been levied and no tax lien or other governmental or similar lien has been filed, against it or a material part of its properties, which has not been duly and fully discharged prior to the date hereof.

1.4 Representations and Warranties of Tenant. Tenant represents and warrants to Landlord as of the date hereof as follows:

(a) Good Standing. Tenant is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, is authorized to conduct the business in which it is now engaged, and is duly qualified and in good standing in all states where the ownership of its assets or the conduct of its business makes such qualification necessary.

(b) Due Authorization. The execution, delivery and performance of this Lease and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate actions of Tenant, none of which actions have been modified or rescinded, and all of which actions are in full force and effect. This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

(c) No Violations or Defaults. The execution, delivery and performance of this Lease and its Purchase Option and the consummation by Tenant of the transactions contemplated hereby will not (a) violate any law or any order of any court or governmental authority with proper jurisdiction binding against Tenant or its assets; (b) result in a breach or default under any contract or other binding commitment of Tenant or any provision of the organizational documents of Tenant; or (c) require the consent of any third-party.

(d) Litigation. As of the date hereof, there are no actions, suits, arbitrations, governmental investigations or other proceedings pending or, to the actual knowledge of Tenant, threatened against Tenant which could materially affect Tenant's ability to perform its obligations under this Lease and/or Rider 1.

1.5 Assignment. Tenant shall have the right to assign its right to purchase the Premises pursuant to this Rider 1 to any entity which is wholly-owned or controlled by Tenant. If Tenant desires to assign its rights to a controlled entity pursuant to the preceding sentence of this Section 1.5, then at least ten (10) business days prior to the Closing Date (a) Tenant shall send Landlord written notice of such assignment, which notice shall include the legal name of the proposed assignee and any other information that Landlord may reasonably request, and (b) the assignee shall execute and deliver to Landlord an assignment and assumption of Tenant's right to purchase the Premises pursuant to this Rider 1 in form and substance reasonably satisfactory to Landlord. In no event shall any such assignment release or discharge Tenant from any liability or obligation hereunder.

1 . 6 Comstock Cure Rights. Landlord may not terminate the Purchase Option or pursue any other remedy on account of a breach by Tenant of a condition, covenant or warranty referred to in this Agreement without first giving Comstock Mining Inc., a Nevada corporation, ("**Comstock**"), written notice of such breach and at least thirty (30) days within which to cure such breach on behalf of Tenant. The Landlord and Tenant agree that should Tenant elect not to exercise the Purchase Option or is unable to proceed closing under the Purchase Option (for failure to perform hereunder or otherwise), Comstock shall have the right, upon the provision of written notice of the same to Landlord from either Comstock or Tenant, to consummate the Purchase Option as purchaser in lieu of Tenant on otherwise the same terms and conditions as set forth herein.

EXHIBIT "A"

PLAN OF PREMISES

(to be inserted)

EXHIBIT "B"

DESCRIPTION OF EXCLUDED PROPERTY

1. Waste water and chiller rooms within the plant floor of the Building, as determined by Tenant and reasonably acceptable to Landlord ("**Excluded Plant Area**").

2. One (1) office within the Building, as determined by Tenant and reasonably acceptable to Landlord ("**Excluded Office**").

3. In addition to any areas required by Landlord to perform its obligations under the Professional Services Agreement.

4.

Equipment Name	Description
Wastequip Vertical Baler 6030 LB10857	**Vertical Cardboard Baler 480V 10HP**
Wastequip Vertical Baler 6030 LB10829	Vertical Cardboard Baler 480V 10HP
Carrier 30XA-282 Chiller S/N 1919Q96696	200-ton Air Cooled Chillers
Carrier 30XA-282 Chiller S/N 2419Q96756	200-ton Air Cooled Chillers
Alfa Laval P1-305 Decanter Centrifuge	Stainless Steel Centrifuge w/A.B Control Cabinet
Alfa Laval ALDEC 105 Decanter Centrifuge	Stainless Steel Centrifuge w/A.B Control Cabinet
Feldmeier 12K Tank S/N 17N0495	12,000 Gallon Stainless Steel Tank w/Agitator
Feldmeier 12K Tank S/N 17N0496	12,000 Gallon Stainless Steel Tank w/Agitator
FL Smidth Shriver Membrane Filter Press	100 cu. ft. Membrane Filter Press (Unit Only)
Telstar Allen Bradley PLC	A.B. based Control Cabinet w/ remote HMI
Wirtz 36.75 ft Conveyor	Belt Conveyor with
Veolia Evaled Evaporator S/N 64331606	Veolia RV F 60 MVR Forced Circulation Evaporator
Veolia Evaled Evaporator S/N 64341606	Veolia RV F 60 MVR Forced Circulation Evaporator
Telstar PLC Control Cabinet for Evaps and Centrifuge	A.B. based PLC for Water Recovery (For both Evaps and centrifuge)
Water Recovery Product Feed Tank	6,000 Gallon 316L Waukesha Cherry-Brussel Tank
Water Recovery Stainless Steel Distillate Tank	4,000 Gallon Stainless Steel Tank
Water Recovery Fiberglass Distillate Tank S/N NTP190229	10,569 Gallon Fiberglass Tank, dome top, flat bottom, additional flanges
Water Recovery Fiberglass Distillate Tank S/N NTP190230	10,569 Gallon Fiberglass Tank, dome top, flat bottom, additional flanges

Water Recovery Fiberglass Distillate Tank S/N NTP190231	10,569 Gallon Fiberglass Tank, dome top, flat bottom, additional flanges
Calciner/Kiln w/stainless steel Upgrade	Electric Heated Rotary Calciner/Kiln
Product Feed System w/ Lump Breaker, conveyor, airlock	Wirtz Product Feed System w/ Lump Breaker, conveyor, airlock
Product Discharge Assembly	Ball Engineering
Product Discharge Screw Conveyor	12" D screw convyor 14' 8 11/16" Thomas Conveyor
Product Discharge Screw Conveyor	12" D screw convyor 7' 6 1/2" Thomas Conveyor
Goulds Centrifigal Pump X2 Pumps	CV 3196 Size 4"X6"
Goulds Centrifigal Pump	CV 3196 Size 2"X2" CD4 Materail
Goulds Centrifigal Pump	CV 3196 Size 2"X2" CD4 Materail
Goulds Centrifigal Pump	CV 3196 Size 2"X2" CD4 SB Materail
Breaking and Seperation System	15MT/hour 304 Stainless Steel w/ wet scrubber option
Paste Desulfurization System	Tanks, pumps, w/ filter press
Lead Refining System	Gas Fired Kettles, pumps, agitators
Forklift #1 Doosan Electric BC25S-5 S/N FBAOH-1350-01085	Electrical Forklift
Forklift #2 Doosan Electric BC25S-5 S/N FBAOH-1350-0187	New computer installed, estimated 2,000 hours on original
Forklift #3 Doosan Electric BC25S-5 S/N FBAOH-1350-10008	Electrical Forklift
Forklift #4 Doosan Propane G25G S/N FGAOX-2320-10972	Propane Forklift wi/ Rotating Forks
Forklift #5 Doosan Propane GC40S-5 S/N FGBOB-2560180	Propane Forklift
Arc Spark	PB Arc Spark
2 IPC machines	
Digestion tanks	
Servers	
Dell PowerEdge R220 (x2)	
HP ProLiant DL380 Gen10	
Network Attached Storage (NAS) systems	
Synology DS1515+ (with DX513 expansion)	
Synology DS1515+	
Synology DS1517+ (with DX513 expansion)	
Synology DS1817	
YeaLink Teams for conference room system	
All desktop and/or laptop PC’s	
All computer monitors	
All printers	
All scanners	
All desk phones	
All iPad tablets/Apple or Android smart phones/mobile devices	
FloWater water filtration system	
Dyson air filtration systems	
TV’s	

EXHIBIT "C"

RULES AND REGULATIONS

1. The sidewalks, driveways, parking areas, entry passages, fire escapes and stairways, if any, shall not be obstructed or used for any purpose other than ingress and egress to and from the Premises. No vehicle shall be repaired in, on or about the Premises.

2. The Tenant shall not do or permit anything to be done or bring or keep anything therein which will in any way increase the risk of fire or violate or act at variance with the laws relating to fires or with the regulations of the Fire Department or the Board of Health.

3. No transmitting device shall be permitted on the Premises or an aerial erected on the exterior of the Premises, nor the use of travelling or flashing lights, signs or television or other audio-visual or mechanical devices that can be seen outside of the Premises, or loudspeakers, television, phonographs, radios or other audio-visual or mechanical devices that can be heard outside of the Premises.

4. No one shall use the Premises or any part thereof for sleeping apartments or residential purposes or for the storage of personal effects or articles other than those required for business purposes.

5. No flammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the Premises, except as expressly permitted under the Lease.

6. The Tenant shall give the Landlord prompt written Notice of any accident to or any defect in the plumbing, climate control, mechanical or electrical apparatus or any other part of the Premises.

7. The Tenant shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Premises except as expressly permitted under the Lease.

8. The Tenant agrees to surrender to the Landlord on the termination of this Lease all keys to the said premises.

9. No safes, machinery, equipment heavy merchandise or anything liable to injure or destroy any part of the Premises shall be taken into the Premises except as expressly permitted under the Lease. The Tenant shall not load any floor beyond its reasonable weight carrying capacity as set forth in the municipal or other codes applicable to the Premises. No heavy equipment of any kind shall be moved within the Premises without skids being placed under the same.

10. Nothing shall be placed on the outside of windows or projections of the premises. No air-conditioning equipment shall be placed at the windows of the premises without the consent in writing of the Landlord.

11. The Tenant shall not be permitted to do cooking or to operate cooking apparatus except in a portion of the Premises rented for that purpose.

12. If required by the Landlord, the Tenant shall arrange and pay for pest control.

13. There shall be no vaping, smoking cigarettes, cigars, pipes, or any other tobacco products in the Premises, save and except for any outside area which may be designated for that purpose, unless prohibited by any applicable law or authority having jurisdiction.

14. The Tenant will comply with the Landlord's COVID policies and regulations.

EXHIBIT "D"

MEMORANDUM OF PURCHASE OPTION

EXHIBIT “E”

PERMITTED EXCEPTIONS

Exhibit 10.2

SERIES A PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES A PREFERRED STOCK PURCHASE AGREEMENT (this " **Agreement**"), is made as of is made as of February 15, 2021, by and among LINICO Corporation, a Nevada corporation (the "**Company**") Comstock Mining Inc., a Nevada corporation ("**CMI**"), and Aqua Metals, Inc., a Delaware corporation ("**AQMS**" together with CMI each a "**Investor**" and together the "**Investors**") as listed on Exhibit A.

The parties hereby agree as follows:

1. Purchase and Sale of Preferred Stock.

1.1 Sale and Issuance of Preferred Stock.

(a) The Company shall have adopted and filed with the Secretary of State of the State of Nevada on or before the Closing (as defined below) the Amended and Restated Certificate of Incorporation in the form of Exhibit C attached to this Agreement (the "**Restated Certificate**").

(b) Subject to the terms and conditions of this Agreement, each Investor agrees to purchase at the Closing (as defined below) and the Company agrees to sell and issue to each Investor at the Closing that number of shares of Series A Preferred Stock, $0.001 par value per share (the "**Series A Preferred Stock**"), set forth opposite each Investor's name on Exhibit A, at a purchase price of $1,000 per share, per the conditions set forth inSection 1.2 below. The shares of Series A Preferred Stock issued to the Investors pursuant to this Agreement shall be referred to in this Agreement as the "**Shares**."

1.2 Closing Consideration; True Up.

(a) At Closing, CMI shall issue the Company 3,000,000 shares of Comstock Mining Inc. common stock (the "**CMI Stock**"), in consideration for the Company issuing 6,250 Shares to CMI, subject to adjustment as described below. Such CMI Stock at the time of such issuance will not be registered under the Securities Act or any applicable state securities law and accordingly will constitute restricted stock under Securities Act Rule 144.

(b) Following the Closing, CMI shall pay to the Company, by check payable to the Company, or by wire transfer to a bank account designated by the Company, the following amounts on the following dates: $500,000 on February 26, 2021, $500,000 on March 31, 2021, $500,000 on April 30, 2021, $500,000 on May 30, 2021, $500,000 on July 1, 2021, $1,000,000 on August 31, 2021, and $1,000,000 on September 30, 2021 (collectively, the "**Cash Commitment**").

(c) On or prior to July 1, 2021, CMI shall have the right but not the obligation to contribute additional shares of CMI Stock, for the purpose of ensuring sufficiency for the second building deposit, to the Company in consideration of additional Shares (at a price of $1,000 per Share upon the Company receiving cash proceeds from the sale of such additional shares of CMI Stock), provided that under no circumstances shall CMI issue shares of CMI Stock pursuant to this Agreement that exceed 19.9% of the total issued and outstanding common shares of CMI on the date hereof.

(d) The Cash Commitment shall be reduced on a dollar-for-dollar basis and CMI shall be relieved of any obligation to make any further payments toward the Cash Commitment to the extent that the net proceeds from the sale of the CMI Stock combined with the portion of the Cash Commitment delivered by CMI to the Company exceeds $10,750,000. All cash received by the Company in excess of $10,750,000 from CMI (directly or indirectly, after the sale of CMI Stock), shall be immediately remitted to CMI. If the Company has received cash from CMI (directly or indirectly after the sale of CMI Stock) of $10,750,000 and still holds shares of CMI Stock, then the Company shall immediately return all such shares of CMI Stock to CMI for no consideration.

(e) If the net proceeds from the sale of the CMI Stock by the Company, commencing no earlier than six (6) months after the date of Closing, combined with the Cash Commitment delivered by CMI to the Company shall exceed $6,250,000, then such excess sale proceeds and Cash Commitment's paid shall be applied towards the warrant exercise price payable by CMI pursuant to the CMI Warrant (as defined below) to exercise and purchase additional shares at the applicable warrant price, up to 2,500 Shares. If such excess proceeds exceed the $2,500,000 required to fully exercise the CMI Warrant, the balance of such excess proceeds shall be applied towards the second building deposit of $2,000,000 payable by the Company under the Lease. For the sake of clarity, additional Shares (in addition to the 6,250 Shares issued to CMI on the Closing) shall be issued to CMI at a price of $1,000 per Share in exchange for all payments of the Cash Commitment and all net proceeds from the sale of CMI Stock that are retained by the Company or otherwise used by the Company. CMI shall be entitled to receive one (1) Share for every $1,000 delivered by CMI to the Company, directly or indirectly after the sale of CMI Stock.

(f) To the extent that the net proceeds from the sale of the CMI Stock combined with the Cash Commitment is less than $6,250,000 as of the date that the Company has completed the sale of the CMI Stock not later than October 31, 2021, CMI promptly (i.e., within (3) business days of the Company notifying CMI that it has completed the sale of the CMI Stock) shall pay the Company the difference in cash and shall not receive any additional Shares for such payment (the "**Shortfall Obligation**").

(g) The Company shall promptly provide CMI with written notice of any Shortfall Obligation or late Cash Commitment payment due under section 1.2(b), except for the first Cash Commitment payment due on February 26, 2021. CMI's failure to make the payment of the Cash Commitment due on February 26, 2021, by close of business on February 27, 2021, shall constitute an immediate default and reduction of 500 Shares owned by CMI.

(h) All subsequent Cash Commitment defaults will occur if CMI fails to deliver its Cash Commitments to the Company in accordance with its payment obligations under Section 1.2(b), within 10 calendar days of the due date for such payment of the Cash Commitment as set forth in Section 1.2(b). Failure to fund a payment of the Cash Commitment within such 10-calendar-day period will result in the cancellation of the number of Shares owned by CMI with a liquidation preference equal to the unpaid portion of the Cash Commitment or Shortfall Obligation. Upon receipt of the Cash Commitment or Shortfall Obligation within twenty (20) days of the due date for such Cash Commitment payment, the Shares shall be re-issued to CMI. The Company shall have the right to update its share registry and all other books and records as necessary to reflect the applicable reduction in Share ownership and voting rights.

(i) At Closing, AQMS shall issue to the Company 375,000 shares of Aqua Metals Inc. common stock (the "**AQMS Stock**"). In consideration the Company shall issue 1,500 Shares to AQMS, subject to adjustment as described below. The AQMS Stock will be registered under the Securities Act or any applicable state securities law and shall be freely transferable by the Company. If the sale by the Company of 75% of the AQMS Stock shall result in net proceeds to the Company of less than $1,500,000, AQMS promptly shall pay the Company the difference in cash no later than the earlier of either (i) 5 calendar days after the sale by the Company of the AQMS stock or (ii) February 26, 2021 and AQMS shall not receive any as additional shares for such payment. If the sale results in net proceeds to the Company of more than $1,500,000, such excess proceeds shall be applied to the AQMS Warrant (as defined below) to exercise and purchase additional Shares at the applicable warrant price, up to $500,000, with any excess proceeds returned to AQMS. The additional 25% of the AQMS Stock shall be held for six (6) months after the Closing, and if upon sale following such holding period the net proceeds received by the Company from the sale of such additional 25% of the AQMS Stock plus the net proceeds from the sale of the initial 75% (including any shortfall payment by AQMS) received by the Company shall result in net proceeds to the Company of more than $2,000,000, such excess shall be paid back to AQMS.

1.3 Closing; Delivery.

(a) The purchase and sale of the Shares shall take place remotely via the exchange of documents and signatures, at such time and place as the Company and the Investors mutually agree upon, orally or in writing one (1) business day after all of the closing conditions set forth in Section 6 and Section 7 have been met (which time and place are designated as the "**Closing**").

(b) At the Closing, the Company shall deliver to AQMS a certificate registered in its name representing the Shares being purchased by AQMS at the Closing and shall issue a certificate registered in CMI's name representing the Shares being purchased by CMI at the Closing.

1.4 Use of Proceeds. In accordance with the directions of the Company's Board of Directors, as it shall be constituted in accordance with the Voting Agreement, the Company will use the proceeds from the sale of the Shares to fund the Company's technology-based lithium-ion battery recycling and cathode production equipment, the industrial facility lease-purchase, startup costs, general working capital, other uses consistent with the Linico-3yr-Financial Base Model (dated 1-28-21) attached hereto as Appendix I, expenses associated with this offering, the $1,000,000 investment in Green Li-ion and use of $500,000 for the repurchase of Common Stock pursuant to the Founder Repurchase Agreement.

1.5 Defined Terms Used in this Agreement. In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

(a)" **Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one (1) or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person.

(b)" **Code**" means the Internal Revenue Code of 1986, as amended.

(c)" **Company Intellectual Property**" means all patents, patent applications, registered and unregistered trademarks, trademark applications, registered and unregistered service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, information and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing, and in any and all such cases as are necessary to the Company in the conduct of the Company's business as now conducted and as presently proposed to be conducted.

(d)" **Employment Agreement**" means a mutually acceptable employment agreement between Michael Vogel and the Company dated as of the date of the Closing.

(e)" **Founder**" means Michael Vogel.

(f)" **Founder Repurchase Agreement**" shall mean the agreement between the Company and Michael Vogel, attached hereto as Exhibit D, pursuant to which the Company will repurchase from Michael Vogel 1,200,000 shares of Company common stock for an aggregate repurchase price of $500,000.

(g)" **Indemnification Agreement**" means the agreement between the Company and the director designated by any Investor entitled to designate a member of the Board of Directors pursuant to the Voting Agreement, dated as of the date of the Closing, in the form of Exhibit E attached to this Agreement.

(h)" **Investors' Rights Agreement**" means the agreement among the Company and the Investors and certain other stockholders of the Company dated as of the date of the Closing, in the form of Exhibit G attached to this Agreement.

(i)" **Key Employee**" means Michael Vogel and any other executive-level employee (including division director and vice president level positions) as well as any employee or consultant who either alone or in concert with others develops, invents, programs or designs any Company Intellectual Property.

(j)" **Knowledge**" including the phrase "**to the Company's knowledge**" shall mean the actual knowledge after reasonable investigation and assuming such knowledge as the individual would have as a result of the reasonable performance of his or her duties in the ordinary course of the Key Employees. Additionally, for purposes of Section 2.8, the Company shall be deemed to have "knowledge" of a patent right if the Company has actual knowledge of the patent right or would be found to be on notice of such patent right as determined by reference to United States patent laws.

(k)" **Lease**" means the Lease and Purchase Agreement between the Company and Aqua Metals Reno, Inc. dated as of the date of the Closing, in the form of Exhibit F attached to this Agreement.

(l) **Material Adverse Effect**" means a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, prospects or results of operations of the Company.

(m)" **Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(n) "**Right of First Refusal and Co-Sale Agreement**" means the agreement among the Company, the Investors, and certain other stockholders of the Company, dated as of the date of the Closing, in the form of Exhibit H attached to this Agreement.

(o)" **Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(p)" **Services Agreement**" means the Services Agreement among the Company and AQMS, dated as of the date of the Closing, in the form of Exhibit I attached to this Agreement.

(q)" **Stock Plan**" has the meaning set forth in Section 2.2(b).

(r)" **Transaction Agreements**" means this Agreement, the Restated Certificate, the Investors' Rights Agreement, the CMI Warrant, the AQMS Warrant, the Indemnification Agreement, the Employment Agreement, the Founder Repurchase Agreement, the Right of First Refusal and Co-Sale Agreement, the Services Agreement, the Lease, the Voting Agreement and the Stock Plan.

(s)" **Voting Agreement**" means the agreement among the Company, the Investors and certain other stockholders of the Company, dated as of the date of the Closing, in the form of Exhibit J attached to this Agreement.

(t)" **AQMS Warrant**" means the warrant agreement by and between the Company and AQMS dated as of the date of the Closing, and in the form of Exhibit K-1 attached to this Agreement.

(u)" **CMI Warrant**" means the warrant agreement by and between the Company and CMI dated as of the date of the Closing, and in the form of Exhibit K-2 attached to this Agreement..

2 . Representations and Warranties of the Company. The Company hereby represents and warrants to each Investor that, except as set forth on the Disclosure Schedule attached as Exhibit L to this Agreement, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the date of this Agreement and true and complete as of the date of the Closing, except as otherwise indicated. The Disclosure Schedule shall be arranged in sections corresponding to the numbered and lettered sections contained in this Section 2, and the disclosures in any section of the Disclosure Schedule shall qualify other sections in this Section 2 only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections. For purposes of these representations and warranties (other than those in Sections 2.2, 2.3, 2.4, 2.5, and 2.6), the term the "**Company**" shall include any subsidiaries of the Company, unless otherwise noted herein.

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

2.2 Capitalization.

(a) The authorized capital of the Company consists, immediately prior to the Closing, of:

(i) 60,000,000 shares of common stock, $0.001 par value per share (the "**Common Stock**"), 5,250,000 shares of which are issued and outstanding immediately prior to the Closing (prior to the redemption of 1,200,000 shares pursuant to the Founders Repurchase Agreement on the date hereof). All of the outstanding shares of Common Stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws. As of the Closing, the Company shall also reserve shares of Common Stock issuable upon the conversion of the Series A Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock and Stock Series A-3 Preferred Stock. The Company holds no Common Stock in its treasury.

(ii) 15,000,000 shares of Preferred Stock, of which 12,750 shares have been designated Series A Preferred Stock, 3,060 shares have been designated Series A-1 Preferred Stock, 3,000 shares have been designated Series A-2 Preferred Stock and 720 shares have been designated Series A-3 Preferred Stock, none of which are issued and outstanding immediately prior to the Closing. The rights, privileges and preferences of the Preferred Stock are as stated in the Restated Certificate and as provided by the Nevada Revised Statutes ("**NRS**"). The Company holds no Preferred Stock in its treasury.

(b) The Company has reserved 750,000 shares of Common Stock for issuance to officers and employees of the Company pursuant to the LINICO Corporation 2021 Equity Incentive Plan duly adopted by the Board of Directors and approved by the Company stockholders (the "**Stock Plan**"). Of such reserved shares of Common Stock, none of which have been issued or reserved for issuance and all remain available for issuance to officers and employees pursuant to the Stock Plan. The Company has furnished to the Investors complete and accurate copies of the Stock Plan and forms of agreements used thereunder. The Company has reserved 11,200,000 shares of Common Stock for issuance upon conversion into Common Stock of Series A Preferred Stock, 3,016,000 shares of Common Stock for issuance upon conversion into Common Stock of the Series A-1 Preferred Stock, 1,500,000 shares of Common Stock for issuance upon conversion into Common Stock of the Series A-2 Preferred Stock, and 360,000 shares of Common Stock for issuance upon conversion into Common Stock of the Series A-3 Preferred Stock (it being understood that the reservation of such Series A-2 Preferred Stock and Series A-3 Preferred Stock shall not be required if the warrant is exercised for the Shares instead of the Series A-2 Preferred Stock).

(c) Schedule 2.2(c) of the Disclosure Schedule sets forth the capitalization of the Company immediately following the Closing including the number of shares of the following: (i) issued and outstanding Common Stock, including, with respect to restricted Common Stock, vesting schedule and repurchase price; (ii) outstanding stock options, including vesting schedule and exercise price; (iii) shares of Common Stock reserved for future award grants under the Stock Plan; (iv) each series of Preferred Stock; and (v) warrants or stock purchase rights, if any. Except for (A) the conversion privileges of the Shares to be issued under this Agreement, (B) the rights provided in Section 4 of the Investors' Rights Agreement, and (C) the securities and rights described in Sections 2.2(a)(ii) and 2.2(b) of this Agreement and Section 2.2(c) of the Disclosure Schedule, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from the Company any shares of Common Stock or Series A Preferred Stock, or any securities convertible into or exchangeable for shares of Common Stock or Series A Preferred Stock. All outstanding shares of the Company's Common Stock and all shares of the Company's Common Stock underlying outstanding options are subject to (i) a right of first refusal in favor of the Company upon any proposed transfer (other than transfers for estate planning purposes); and (ii) a lock-up or market standoff agreement of not less than one hundred eighty (180) days following the Company's initial public offering pursuant to a registration statement filed with the Securities and Exchange Commission under the Securities Act.

(d) None of the Company's stock purchase agreements or stock option documents contains a provision for acceleration of vesting (or lapse of a repurchase right) or other changes in the vesting provisions or other terms of such agreement or understanding upon the occurrence of any event or combination of events, including, without limitation, in the case where the Company's Stock Plan is not assumed in an acquisition. The Company has never adjusted or amended the exercise price of any stock options previously awarded, whether through amendment, cancellation, replacement grant, repricing, or any other means. Except as set forth in the Restated Certificate, the Company has no obligation (contingent or otherwise) to purchase or redeem any of its capital stock.

(e) None of the Company's capital stock is subject to preemptive rights or any other similar rights or any liens or encumbrances suffered or permitted by the Company.

2.3 Subsidiaries. The Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

2.4 Authorization. All corporate action required to be taken by the Company's Board of Directors and stockholders in order to authorize the Company to enter into the Transaction Agreements, and to issue the Shares at the Closing and the Common Stock issuable upon conversion of the Shares, has been taken. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Agreements, the performance of all obligations of the Company under the Transaction Agreements to be performed as of the Closing, and the issuance and delivery of the Shares has been taken. The Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (iii) to the extent the indemnification provisions contained in the Investors' Rights Agreement and the Indemnification Agreement may be limited by applicable federal or state securities laws.

2.5 Valid Issuance of Shares. The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by an Investor. Assuming the accuracy of the representations of the Investors in Section 3 of this Agreement and subject to the filings described in the Voting Agreement, the Shares will be issued in compliance with all applicable federal and state securities laws. The Common Stock issuable upon conversion of the Shares has been duly reserved for issuance, and upon issuance in accordance with the terms of the Restated Certificate, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable federal and state securities laws and liens or encumbrances created by or imposed by an Investor. Assuming the accuracy of the representations of the Investors in Section 3 of this Agreement and in the Voting Agreement, the Common Stock issuable upon conversion of the Shares will be issued in compliance with all applicable federal and state securities laws.

2.6 Governmental Consents and Filings. Assuming the accuracy of the representations made by the Investors in Section 3 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for (i) the filing of the Restated Certificate, which will have been filed as of the Closing, and (ii) filings pursuant to applicable securities laws, which have been made or will be made in a timely manner.

2.7 Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or to the Company's knowledge, currently threatened (i) against the Company or any officer, director or Key Employee of the Company; or (ii) that questions the validity of the Transaction Agreements or the right of the Company to enter into them, or to consummate the transactions contemplated by the Transaction Agreements; or (iii) that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Neither the Company nor, to the Company's knowledge, any of its officers, directors or Key Employees is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers, directors or Key Employees, such as would affect the Company). There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened in writing (or any basis therefor known to the Company) involving the prior employment of any of the Company's employees, their services provided in connection with the Company's business, any information or techniques allegedly proprietary to any of their former employers or their obligations under any agreements with prior employers.

2.8 Intellectual Property.

(a) The Company owns or possesses or can acquire on commercially reasonable terms sufficient legal rights to all Company Intellectual Property without any known conflict with, or infringement of, the rights of others, including prior employees or consultants. The Company has not received any communications alleging that the Company has violated, or by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other Person.

(b) To the Company's knowledge, no product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any intellectual property rights of any other party.

(c) Other than with respect to commercially available software products under standard end-user object code license agreements, there are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other Person.

(d) The Company has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with the Company's business.

(e) Each employee and consultant has assigned to the Company all intellectual property rights he or she owns that are related to the Company's business as now conducted and as presently proposed to be conducted and all intellectual property rights that he, she or it solely or jointly conceived, reduced to practice, developed or made during the period of his, her or its employment or consulting relationship with the Company that (i) relate, at the time of conception, reduction to practice, development, or making of such intellectual property right, to the Company's business as then conducted or as then proposed to be conducted, (ii) were developed on any amount of the Company's time or with the use of any of the Company's equipment, supplies, facilities or information or (iii) resulted from the performance of services for the Company. It will not be necessary to use any inventions of any of its employees or consultants (or Persons it currently intends to hire) made prior to their employment by the Company, including prior employees or consultants.

(f) Section 2.8(f) of the Disclosure Schedule lists all patents, patent applications, registered trademarks, trademark applications, service marks, service mark applications, tradenames, copyrights, and licenses to and under any of the foregoing, in each case owned by the Company.

2.9 Compliance with Other Instruments. The Company is not in violation or default (i) of any provisions of its Restated Certificate or Bylaws, (ii) of any instrument, judgment, order, writ or decree, (iii) under any note, indenture or mortgage, or (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound that is required to be listed on the Disclosure Schedule, or (v) of any provision of federal or state statute, rule or regulation applicable to the Company, the violation of which would have a Material Adverse Effect. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated by the Transaction Agreements will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under any such provision, instrument, judgment, order, writ, decree, contract or agreement; or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

2.10 Agreements; Actions.

(a) Except for the Transaction Agreements, the agreements with Green Li-ion, all contracts entered into by the Founder in establishing the Company as well as the Founder's out of pocket expenses in setting up the Company, there are no agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party or by which it is bound that involve (i) obligations (contingent or otherwise) of, or payments to, the Company in excess of $10,000 (ii) the license of any patent, copyright, trademark, trade secret or other proprietary right to or from the Company, (iii) the grant of rights to manufacture, produce, assemble, license, market, or sell its products to any other Person that limit the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell its products, or (iv) indemnification by the Company with respect to infringements of proprietary rights.

(b) The Company has not (i) declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred any indebtedness for money borrowed or incurred any other liabilities, (iii) made any loans or advances to any Person, other than ordinary advances for business expenses, or (iv) sold, exchanged or otherwise disposed of any of its assets or rights, other than in the ordinary course of business. For the purposes of (a) and (b) of this Section 2.10, all indebtedness, liabilities, agreements, understandings, instruments, contracts and proposed transactions involving the same Person (including Persons the Company has reason to believe are affiliated with each other) shall be aggregated for the purpose of meeting the individual minimum dollar amounts of such section.

(c) The Company is not a guarantor or indemnitor of any indebtedness of any other Person.

2.11 Certain Transactions.

(a) Other than (i) standard employee benefits generally made available to all employees, standard employee offer letters and Confidential Information Agreements (as defined below), (ii) standard director and officer indemnification agreements approved by the Board of Directors, (iii) the purchase of shares of the Company's capital stock and the issuance of options to purchase shares of the Company's Common Stock, in each instance, approved in the written minutes of the Board of Directors (previously provided to the Investors or their respective counsel), and (iv) the Transaction Agreements, there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, consultants or Key Employees, or any Affiliate thereof.

(b) The Company is not indebted, directly or indirectly, to any of its directors, officers or employees or to their respective spouses or children or to any Affiliate of any of the foregoing, other than in connection with expenses (including the Founder's expenses in establishing the Company) or advances of expenses incurred in the ordinary course of business or employee relocation expenses and for other customary employee benefits made generally available to all employees. None of the Company's directors, officers or employees, or any members of their immediate families, or any Affiliate of the foregoing are, directly or indirectly, indebted to the Company or have any (i) material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with any of the Company's customers, suppliers, service providers, joint venture partners, licensees and competitors, (ii) direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation which competes with the Company except that directors, officers, employees or stockholders of the Company may own stock in (but not exceeding two percent (2%) of the outstanding capital stock of) publicly traded companies that may compete with the Company; or (iii) financial interest in any contract with the Company.

2.12 Rights of Registration and Voting Rights. Except as provided in the Investors' Rights Agreement, the Company is not under any obligation to register under the Securities Act any of its currently outstanding securities or any securities issuable upon exercise or conversion of its currently outstanding securities. To the Company's knowledge, except as contemplated in the Voting Agreement, no stockholder of the Company has entered into any agreements with respect to the voting of capital shares of the Company.

2.13 Property. The property and assets that the Company owns are free and clear of all mortgages, deeds of trust, liens, loans and encumbrances, except for statutory liens for the payment of current taxes that are not yet delinquent and encumbrances and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets. With respect to the property and assets it leases, the Company is in compliance with such leases and holds a valid leasehold interest free of any liens, claims or encumbrances other than those of the lessors of such property or assets. The Company does not own any real property.

2.14 Employee Matters.

(a) To the Company's knowledge, none of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with such employee's ability to promote the interest of the Company or that would conflict with the Company's business. Neither the execution or delivery of the Transaction Agreements, nor the carrying on of the Company's business by the employees of the Company, nor the conduct of the Company's business as now conducted and as presently proposed to be conducted, will conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract, covenant or instrument under which any such employee is now obligated.

(b) The Company is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such employees, consultants or independent contractors. The Company has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment, including those related to wages, hours, worker classification and collective bargaining. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing.

(c) To the Company's knowledge, no Key Employee intends to terminate employment with the Company or is otherwise likely to become unavailable to continue as a Key Employee. The Company does not have a present intention to terminate the employment of any of the foregoing. The employment of each employee of the Company is terminable at the will of the Company. Except as set forth in Section 2.16(c)(i) of the Disclosure Schedule or as required by law, upon termination of the employment of any such employees, no severance or other payments will become due. Except as set forth in Section 2.16(c)(ii) of the Disclosure Schedule, the Company has no policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment services.

(d) The Company has not made any representations regarding equity incentives to any officer, employee, director or consultant that are inconsistent with the share amounts and terms set forth in the minutes of meetings of (or actions taken by unanimous written consent by) the Company's Board of Directors.

(e) Each former Key Employee whose employment was terminated by the Company has entered into an agreement with the Company providing for the full release of any claims against the Company or any related party arising out of such employment.

(f) Section 2.16(f) of the Disclosure Schedule sets forth each employee benefit plan maintained, established or sponsored by the Company, or which the Company participates in or contributes to, which is subject to the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"). The Company has made all required contributions and has no liability to any such employee benefit plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied in all material respects with all applicable laws for any such employee benefit plan.

(g) The Company is not bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labor union, and no labor union has requested or, to the knowledge of the Company, has sought to represent any of the employees, representatives or agents of the Company. There is no strike or other labor dispute involving the Company pending, or to the Company's knowledge, threatened, which could have a Material Adverse Effect, nor is the Company aware of any labor organization activity involving its employees.

(h) To the Company's knowledge, none of the Key Employees or directors of the Company has been (i) subject to voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for his or her business or property; (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (iii) subject to any order, judgment or decree (not subsequently reversed, suspended, or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him or her from engaging, or otherwise imposing limits or conditions on his or her engagement in any securities, investment advisory, banking, insurance, or other type of business or acting as an officer or director of a public company; or (iv) found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated any federal or state securities, commodities, or unfair trade practices law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

2.15 Tax Returns and Payments. There are no federal, state, county, local or foreign taxes due and payable by the Company which have not been timely paid. There are no accrued and unpaid federal, state, country, local or foreign taxes of the Company which are due, whether or not assessed or disputed. There have been no examinations or audits of any tax returns or reports by any applicable federal, state, local or foreign governmental agency. The Company has duly and timely filed all federal, state, county, local and foreign tax returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.

2.16 Insurance. The Company shall furnish and effect insurance policies by March 15, 2021 concerning directors and officers (D&O), product and public liability, plant and equipment, workers' compensation such as for casualties in the workplace, as would be reasonable and customary for companies like the Company, with extended coverage, sufficient in amount (subject to reasonable deductions) to allow it to replace any of its properties that might be damaged or destroyed.

2.17 Employee Agreements. Each current and former employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms delivered to the Investors or their respective counsel (the "**Confidential Information Agreements**"), in a form that has been provided to, and determined to be acceptable to, the Investors. No current or former Key Employee has excluded works or inventions from his or her assignment of inventions pursuant to such Key Employee's Confidential Information Agreement. Each Key Employee has executed a non-competition agreement with the Company, in a form that has been provided to, and determined to be acceptable to, the Investors. The Company is not aware that any of its Key Employees is in violation of any agreement described in this Section 2.17.

2.18 Permits. The Company shall furnish as soon as reasonably practicable all permits, licenses and any similar authority approvals necessary for the conduct of its business, the lack of which could reasonably be expected to have a Material Adverse Effect. The Company is not in default in any material respect under any of such permits, licenses or other similar authority.

2.19 Corporate Documents. The Certificate of Incorporation and Bylaws of the Company as of the date of this Agreement are in the form provided to the Investors. The copy of the minute books of the Company provided to the Investors contains minutes of all meetings of directors and stockholders and all actions by written consent without a meeting by the directors and stockholders since the date of incorporation and accurately reflects in all material respects all actions by the directors (and any committee of directors) and stockholders.

2.20 Disclosure. The Company has made available to the Investors all the information that the Investors have requested for deciding whether to acquire the Shares, including certain of the Company's projections describing its proposed business plan (the "Business Plan"). No representation or warranty of the Company contained in this Agreement, as qualified by the Disclosure Schedule, and no certificate furnished or to be furnished to Investors at the Closing contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. The Business Plan was prepared in good faith; however, the Company does not warrant that it will achieve any results projected in the Business Plan. It is understood that this representation is qualified by the fact that the Company has not delivered to the Investors, and has not been requested to deliver, a private placement or similar memorandum or any written disclosure of the types of information customarily furnished to Investors of securities.

2.21 Purchase Entirely for Own Account. This Agreement is made with the CMI and AQMS in reliance upon the Company's representation to each of CMI and AQMS, which by the Company's execution of this Agreement, the Company hereby confirms, that the CMI Stock and AQMS Stock to be acquired by the Company will be acquired for investment for the Company's own account, not as a nominee or agent. By executing this Agreement, the Company further represents that the Company does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the CMI Stock or AQMS Stock. The Company has not been formed for the specific purpose of acquiring the CMI Stock or AQMS Stock.

2.22 Disclosure of Information. The Company has had an opportunity to discuss the business, management, financial affairs and the terms and conditions of the offering of the CMI Stock and AQMS Stock with the management of CMI and AQMS, respectively, and has had an opportunity to review the facilities of CMI and AQMS.

2.23 Restricted Securities. The Company understands that the CMI Stock and AQMS Stock have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Company's representations as expressed herein. The Company understands that the CMI Stock and AQMS Stock are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Company must hold the CMI Stock and AQMS Stock indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Company acknowledges that each of CMI and AQMS has no obligation to register or qualify CMI Stock or AQMS Stock for resale except as provided in this Agreement. The Company further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the CMI Stock or AQMS Stock, as the case may be, and on requirements relating to CMI or AQMS, which are outside of the Company's control, and which each of CMI and AQMS is under no obligation and may not be able to satisfy.

2.24 Legends. The Company understands that the CMI Stock and AQMS Stock and any securities issued in respect of or exchange for the Shares, may be notated with one or all of the following legends:

(a)" THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933." and

(b) any legend required by the securities laws of any state to the extent such laws are applicable to the Shares represented by the certificate, instrument, or book entry so legended.

2.25 Accredited Investor. The Company is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

2.26 No General Solicitation. Neither the Company, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the CMI Stock or AQMS Stock.

3. Representations and Warranties of the Investors. Each Investor hereby represents and warrants to the Company, severally and not jointly, that:

3.1 Authorization. The Investor has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which the Investor is a party, when executed and delivered by the Investor, will constitute valid and legally binding obligations of the Investor, enforceable against such Investor in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, or (b) to the extent the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable federal or state securities laws.

3.2 Purchase Entirely for Own Account. This Agreement is made with the Investor in reliance upon the Investor's representation to the Company, which by the Investor's execution of this Agreement, the Investor hereby confirms, that the Shares to be acquired by the Investor will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Investor further represents that the Investor does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Shares. The Investor has not been formed for the specific purpose of acquiring the Shares.

3.3 Disclosure of Information. The Investor has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Shares with the Company's management and has had an opportunity to review the Company's facilities. The foregoing, however, does not limit or modify the representations and warranties of the Company in Section 2 of this Agreement or the right of the Investors to rely thereon.

3.4 Restricted Securities. The Investor understands that the Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein. The Investor understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Investor must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Investor acknowledges that the Company has no obligation to register or qualify the Shares, or the Common Stock into which it may be converted, for resale except as set forth in the Investors' Rights Agreement. The Investor further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the Investor's control, and which the Company is under no obligation and may not be able to satisfy.

3.5 No Public Market. The Investor understands that no public market now exists for the Shares, and that the Company has made no assurances that a public market will ever exist for the Shares.

3.6 Legends. The Investor understands that the Shares and any securities issued in respect of or exchange for the Shares, may be notated with one or all of the following legends:

(a)" THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(b) any legend set forth in, or required by, the other Transaction Agreements; and

(c) any legend required by the securities laws of any state to the extent such laws are applicable to the Shares represented by the certificate, instrument, or book entry so legended.

3.7 Accredited Investor. The Investor is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3 . 8 No General Solicitation. Neither the Investor, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Shares.

3.9 Exculpation Among Investors. The Investor acknowledges that it is not relying upon any Person, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. The Investor agrees that neither any Investor nor the respective controlling Persons, officers, directors, partners, agents, or employees of any Investor shall be liable to any other Investor for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the Shares.

4. Additional Representations and Warranties of CMI. CMI hereby represents and warrants to the Company that:

4.1 Reporting Company. CMI has filed with, or furnished (on a publicly available basis) to, the Securities and Exchange Commission (the "SEC") all forms, reports, schedules, statements and documents required to be filed or furnished by it under the Securities Act or the Securities Exchange Act, as the case may be, including any amendments or supplements thereto, from and after January 1, 2018 (collectively, the "CMI SEC Filings"). Each CMI SEC Filing, as amended or supplemented, if applicable, (i) as of its date, or, if amended or supplemented, as of the date of the most recent amendment or supplement thereto, complied in all material respects with the requirements of the Securities Act and the Securities Exchange Act and the applicable rules and regulations of the SEC thereunder and (ii) did not, at the time it was filed (or became effective in the case of registration statements), or, if amended or supplemented, as of the date of the most recent amendment or supplement thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4 . 2 Valid Issuance of Shares. The CMI Stock, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by the Company. The Shares will be issued in compliance with all applicable federal and state securities laws.

4.3 Rule 144. CMI is not a company subject to Securities Act Rule 144(i) and currently satisfies the conditions of Securities Act Rule 144(c)(1)(i) and (ii).

4.4 Compliance. CMI shall file any reports otherwise required to be filed by it under the Securities Act and the Securities Exchange Act and shall take such further action as the Company may reasonably request, all to the extent required from time to time to enable the Company to sell the CMI Stock without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such rules may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

5. Additional Representations and Warranties of AQMS. AQMS hereby represents and warrants to the Company that:

5.1 Reporting Company. AQMS has filed with, or furnished (on a publicly available basis) to, the Securities and Exchange Commission (the "**SEC**") all forms, reports, schedules, statements and documents required to be filed or furnished by it under the Securities Act or the Securities Exchange Act, as the case may be, including any amendments or supplements thereto, from and after January 1, 2018 (collectively, the "**AQMS SEC Filings**"). Each AQMS SEC Filing, as amended or supplemented, if applicable, (i) as of its date, or, if amended or supplemented, as of the date of the most recent amendment or supplement thereto, complied in all material respects with the requirements of the Securities Act and the Securities Exchange Act and the applicable rules and regulations of the SEC thereunder and (ii) did not, at the time it was filed (or became effective in the case of registration statements), or, if amended or supplemented, as of the date of the most recent amendment or supplement thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

5.2 Valid Issuance of Shares. The AQMS Stock, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by the Company. The Shares will be issued in compliance with all applicable federal and state securities laws.

5.3 Registered Shares. The AQMS Stock shall be duly registered under the Securities Act and duly listed with NASDAQ and freely transferable by the Company under the Securities Act and any other applicable state securities laws. AQMS shall provide the Company with such evidence of such registration and listing as the Company shall reasonably request.

5.4 Compliance. AQMS covenants that it shall file any reports otherwise required to be filed by it under the Securities Act and the Securities Exchange Act and shall take such further action as the Company may reasonably request, all to the extent required from time to time to enable the Company to sell the AQMS Stock without registration under the Securities Act.

6. Conditions to the Investors' Obligations at Closing. The obligations of each Investor to purchase Shares at the Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived:

6.1 Representations and Warranties. The representations and warranties of the Company contained in Section 2 shall be true and correct in all respects as of the Closing.

6.2 Performance. The Company and the other Investor shall have executed this Agreement and all other Transaction Agreements to be executed by the Company and the other Investor, and the Company and the other Investor shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement and the other Transaction Agreements that are required to be performed or complied with by the Company on or before the Closing.

6.3 Consideration. The Company and each of the Investors shall have delivered the consideration (i.e., the Shares, CMI Stock and AQMS Stock) required to be delivered pursuant to Section 1.2(b) as of the Closing.

6.4 Compliance Certificate. The President of the Company shall deliver to the Investors at the Closing a certificate certifying that the conditions specified in Sections 6.1 and 6.2 have been fulfilled.

6.5 Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall be obtained and effective as of the Closing.

6.6 Board of Directors. As of the Closing, the authorized size of the Board shall be three (3), and the Board shall be comprised of Michael Vogel, Corrado DeGasperis, as Chairman, and Steve Cotton.

6.7 Indemnification Agreement. The Company shall have executed and delivered the Indemnification Agreements.

6.8 Investors' Rights Agreement. The Company, each Investor (other than the Investor relying upon this condition to excuse such Investor's performance hereunder) and the other stockholders of the Company named as parties thereto shall have executed and delivered the Investors' Rights Agreement.

6.9 Right of First Refusal and Co-Sale Agreement. The Company, each Investor (other than the Investor relying upon this condition to excuse such Investor's performance hereunder), and the other stockholders of the Company named as parties thereto shall have executed and delivered the Right of First Refusal and Co-Sale Agreement.

6.10 Voting Agreement. The Company, each Investor (other than the Investor relying upon this condition to excuse such Investor's performance hereunder), and the other stockholders of the Company named as parties thereto shall have executed and delivered the Voting Agreement.

6.11 Restated Certificate. The Company shall have filed the Restated Certificate with the Secretary of State of Nevada on or prior to the Closing, which shall continue to be in full force and effect as of the Closing.

6.12 Secretary's Certificate. The Secretary of the Company shall have delivered to the Investors at the Closing a certificate certifying (i) the Certificate of Incorporation and Bylaws of the Company as in effect at the Closing, (ii) resolutions of the Board of Directors of the Company approving the Transaction Agreements and the transactions contemplated under the Transaction Agreements, and (iii) resolutions of the stockholders of the Company approving the Restated Certificate.

6.13 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to each Investor, and each Investor (or its respective counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested. Such documents may include good standing certificates.

6.14 Lease. The Lease shall have been executed and delivered by the Company and Aqua Metals Reno, Inc.

6.15 Services Agreement. The Services Agreement shall have been executed and delivered by the Company and AQMS.

6.16 CMI Warrant. The CMI Warrant shall have been executed and delivered by the Company and the CMI.

6.17 AQMS Warrant. The AQMS Warrant shall have been executed and delivered by the Company and the AQMS.

6.18 Founder Repurchase Agreement. The Company and Michael Vogel shall have entered into the Founder Repurchase Agreement pursuant to which Michael Vogel shall redeem and forfeit all rights, title and interests to 1,200,000 shares of Common Stock to the Company in exchange for $500,000.

6.19 Execution of Employment Agreement The Employment Agreement shall have been executed and delivered by the Company and Mr. Vogel.

7. Conditions of the Company's Obligations at Closing. The obligations of the Company to sell Shares to the Investors at the Closing or any subsequent Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived:

7.1 Representations and Warranties of Investors. The representations and warranties of each Investor contained in Section 3 shall be true and correct in all respects as of the Closing.

7.2 Representations and Warranties of CMI. The representations and warranties of CMI contained in Section 4 shall be true and correct in all respects as of the Closing.

7.3 Representations and Warranties of AQMS. The representations and warranties of AQMS contained in Section 5 shall be true and correct in all respects as of the Closing.

7.4 Performance. The Investors shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by them on or before the Closing.

7.5 Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall be obtained and effective as of the Closing.

7.6 Investors' Rights Agreement. Each Investor shall have executed and delivered the Investors' Rights Agreement.

7.7 Right of First Refusal and Co-Sale Agreement. Each Investor and the other stockholders of the Company named as parties thereto shall have executed and delivered the Right of First Refusal and Co-Sale Agreement.

7.8 Voting Agreement . Each Investor and the other stockholders of the Company named as parties thereto shall have executed and delivered the Voting Agreement.

7.9 Listing of CMI Stock. The CMI Stock shall have been approved for listing on the NYSE American exchange.

7.10 Listing of AQMS Stock. The AQMS Stock shall have been approved for listing on the NASDAQ Stock Market.

8. Miscellaneous.

8.1 Survival of Warranties. Unless otherwise set forth in this Agreement, the representations and warranties of the Company and the Investors contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and each Closing and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Investors or the Company.

8.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.3 Governing Law. This Agreement shall be governed by the internal law of the State of Nevada, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Nevada.

8.4 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8 . 5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.6 Notices.

(a) General. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page or Exhibit A, or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 8.6. If notice is given to the Company, a copy (which copy shall not constitute notice) shall also be sent to Arent Fox LLP 1717 K Street, NW Washington, DC 20006-5344, Attention: Gerard Leval, gerard.leval@arentfox.com and if notice is given to the Investors, a copy (which copy shall not constitute notice) shall also be given to Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Attention: Clyde Tinnen, ctinnen@foley.com, and Greenberg Traurig, LLP, 18565 Jamboree Road, Suite 500, Irvine, CA 92612, Attention: Daniel K. Donahue, DonahueD@gtlaw.com.

(b) Consent to Electronic Notice. Each Investor consents to the delivery of any stockholder notice pursuant to the NRS, as amended or superseded from time to time, by electronic transmission pursuant to Section 75.150 of the NRS (or any successor thereto) at the e-mail address set forth below such Investor's name on the signature page or Exhibit A, as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Investor agrees to promptly notify the Company of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

8.7 No Finder's Fees. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Investor agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which each Investor or any of its officers, employees or representatives is responsible. The Company agrees to indemnify and hold harmless each Investor from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

8 . 8 Attorneys' Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of any of the Transaction Agreements, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

8.9 Amendments and Waivers. Any term of this Agreement may be amended, terminated or waived only with the written consent of the parties hereto. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of the Transaction Agreements unless the same consideration also is offered to all of the parties to the Transaction Agreements who are holders of Shares.

8.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

8.11 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

8.12 Entire Agreement. This Agreement (including the Exhibits hereto), the Restated Certificate and the other Transaction Agreements constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

8.13 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the federal and state courts of Nevada for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Nevada, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

8.14 No Commitment for Additional Financing. The Company acknowledges and agrees that no Investor has made any representation, undertaking, commitment or agreement to provide or assist the Company in obtaining any financing, investment or other assistance, other than the purchase of the Shares as set forth herein and subject to the conditions set forth herein. In addition, the Company acknowledges and agrees that (i) no statements, whether written or oral, made by any Investor or its representatives on or after the date of this Agreement shall create an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment, (ii) the Company shall not rely on any such statement by any Investor or its representatives, and (iii) an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment may only be created by a written agreement, signed by such Investor and the Company, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement. Each Investor shall have the right, in its sole and absolute discretion, to refuse or decline to participate in any other financing of or investment in the Company, and shall have no obligation to assist or cooperate with the Company in obtaining any financing, investment or other assistance.

8.15 Independent Nature of Investors' Obligations and Rights. The obligations of each Investor under the Transaction Agreements are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance of the obligations of any other Investor under any Transaction Agreement. Nothing contained herein or in any other Transaction Agreement, and no action taken by any Investor pursuant hereto or thereto, shall be deemed to constitute the Investors as, and the Company acknowledges that, the Investors do not so constitute, a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Investors are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by the Transaction Agreements or any matters, and the Company acknowledges that the Investors are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or the transactions contemplated by the Transaction Agreements. The decision of each Investor to purchase Shares pursuant to the Transaction Agreements has been made by such Investor independently of any other Investor. Each Investor acknowledges that no other Investor has acted as agent for such Investor in connection with such Investor making its investment hereunder and that no other Investor will be acting as agent of such Investor in connection with monitoring such Investor's investment in the Securities or enforcing its rights under the Transaction Agreements. The Company and each Investor confirms that each Investor has independently participated with the Company in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Investor shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of any other Transaction Agreements, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose. The use of a single agreement to effectuate the purchase and sale of the Shares contemplated hereby was solely in the control of the Company, not the action or decision of any Investor, and was done solely for the convenience of the Company and not because it was required or requested to do so by any Investor. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Agreement is between the Company and an Investor, solely, and not between the Company and the Investors collectively and not between and among the Investors. The Company has not, directly or indirectly, made any agreements with any Investors relating to the terms or conditions of the transactions contemplated by the Transaction Agreements except as set forth in the Transaction Agreements.

8.16 Termination.

(a) This Agreement and the other Transaction Agreements may be terminated prior to the Closing:

(1) by written agreement of the Investors and the Company; or

(2) by either the Company or an Investor (as to itself but no other Investor) upon written notice to the other, if the Closing shall not have taken place by 4:30 p.m. Eastern time on February 26, 2021; provided, that the right to terminate this Agreement under this Section 8.16(a)(2) shall not be available to any party whose failure to comply with its obligations under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or before such time.

(b) Nothing contained in this Section 8.16 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or the other Transaction Agreements or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement or the other Transaction Agreements

8.17 Confidentiality and Publicity.

(a) The Company and each Purchaser recognize that, in connection with the performance of this Agreement, each party (in such capacity, the "**Disclosing Party**") may disclose Confidential Information (as defined below) to other parties (each, in such capacity, a "**Receiving Party**"). For purposes of this Agreement, "**Confidential Information**" means information disclosed by the Disclosing Party in connection with the transactions contemplated under this Agreement that is (a) proprietary (whether owned by the Disclosing Party or a third party to whom the Disclosing Party owes a non-disclosure obligation), confidential or otherwise non-public including, but not limited to, the business, future plans, technology, intellectual property (including, as it relates to the Company, Company Intellectual Property), financial information, projections and customer information of a party and (b) identified as confidential at the time of disclosure to a Receiving Party or which by its nature should reasonably have been considered confidential by the Receiving Party. Confidential Information does not include information which: (i) was already known to a Receiving Party or any of its Representatives (as defined below) at the time of the initial disclosure by the Disclosing Party, and such previous knowledge by the Receiving Party was not under a disclosure restriction by the Disclosing Party; (ii) has become publicly known through no breach of this Section 8.17(a) by a Receiving Party or any of its Representatives; (iii) has been duly received by a Receiving Party or any of its Representatives from a third party which, to the knowledge of the Receiving Party, is not subject to a confidentiality obligation to the Disclosing Party; or (iv) has been independently developed by or on behalf of a Receiving Party without use of or reliance on any of the Disclosing Party's Confidential Information.

(b) The Receiving Party agrees (a) to keep the Confidential Information confidential as it treats its own confidential information, but such treatment shall not be less than a reasonable standard of protection of confidential information, and not to use the Confidential Information for any purpose other than in the performance of its obligations under this Agreement and (b) not to disclose (including by way of interviews, responses to questions or inquiries, press releases or otherwise) any such Confidential Information, except (i) to its affiliates and its and their respective, directors, officers and employees and agents, representatives, lawyers and other advisers (collectively, the "**Representatives**") who reasonably need to know the Confidential Information in connection herewith for the Receiving Party's performance of its obligations under this Agreement; provided, that such Representatives are subject to a confidentiality obligation and use restrictions no less restrictive than those set out in this Section 8.17 by such Representatives and the Receiving Party, and provided further, that the Receiving Party shall remain fully responsible for the breach of confidentiality obligations and use restrictions under this Section 8.17 by any such Representatives, and (ii) pursuant to, and to the extent required by, the applicable Laws (including an order of a governmental entity, court or a requirement of an applicable stock exchange); provided, that, to the extent permitted by applicable laws, the Receiving Party shall, to the extent possible, promptly notify the Disclosing Party of such need to disclose Confidential Information in order to provide the Disclosing Party with a reasonable opportunity to contest such applicable disclosure and Receiving Party shall provide reasonable cooperation with the Disclosing Party to minimize disclosure or seek a grant of confidential treatment by the applicable governmental entity, court or stock exchange on any Confidential Information, solely at the Disclosing Party's expense.

(c) Each party acknowledges and agrees that (a) its obligations under this Section 8.17 are necessary and reasonable to protect the Disclosing Party's Confidential Information, (b) any violation of these provisions could cause irreparable injury to the Disclosing Party for which money damages would be inadequate, and (c) as a result, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of the provisions of this Section 8.17 without the necessity of proving actual damages. The Parties agree that the remedies set forth in this Section 8.17 are in addition to and in no way preclude any other remedies or actions that may be available at law or under this Agreement.

(d) Each party hereto agrees that the terms and conditions of this Agreement and the transactions hereunder shall be treated as Confidential Information for purposes of Section 8.17 (with such party being treated as the Receiving Party and each of the other parties being treated as the Disclosing Party, for purposes of applying Section 8.17 to the confidentiality of the terms and conditions of this Agreement and the transactions contemplated hereby). Unless otherwise required by the applicable laws (including an order or regulation of a governmental entity, court, or a requirement of an applicable stock exchange), no Party shall make any press release, public announcement or any other public statements with respect to the transactions occurring under this Agreement without the prior agreement of each of the other parties, which shall not be unreasonably withheld.

(e) This Agreement shall not be construed to limit the Disclosing Party's, the Receiving Party's, or any of their respective Representatives' right to independently and separately develop or acquire products, services, or technology, provided such is done without any use, reference, and/or knowledge, in whole or part, of the other party's Confidential Information.

(f) Without the prior written consent of the party being disclosed, no party hereto shall (or shall permit any affiliate thereof to) use, publish or reproduce the name or logo of such party or any similar name, trademark or logo in any manner, context or format (including references on or links to websites, in press releases, or in other public announcement); provided, however, that this Section 8.17(f) shall not prevent any party from making any public disclosures, including the disclosure of the identity of a party hereto, that are required by applicable laws (including an order of a governmental entity or a requirement of an applicable stock exchange).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Series A Preferred Stock Purchase Agreement as of the date first written above.

LINICO CORPORATION

By: */s/ Michael Vogel*

Name: Michael Vogel, CEO & Founder

Address: 2500 Peru Drive
McCarran, NV 89434, Attention: Michael Vogel

IN WITNESS WHEREOF, the parties have executed this Series A Preferred Stock Purchase Agreement as of the date first written above.

COMSTOCK MINING INC.

By: */s/ Corrado DeGasperis*

Name: Corrado DeGasperis, Executive Chairman & CEO

Address: 117 American Flat Road, Virginia City, Nevada, 89440, Attention: Corrado DeGasperis, degasperis@comstockmining.com

AQUA METALS, INC.

By: */s/ Stephen Cotton*

Name: Steve Cotton, CEO

Address: 2500 Peru Drive McCarran, NV 89434, Attention: Steve Cotton, steve.cotton@aquametals.com

EXHIBITS

Exhibit A - **SCHEDULE OF INVESTORS**

Exhibit B - **CAPITALIZATION TABLE**

Exhibit C – **AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**

Exhibit D – **FOUNDER REPURCHASE AGREEMENT**

Exhibit E – **INDEMNIFICATION AGREEMENT**

Exhibit F – **LEASE**

Exhibit G – **INVESTORS' RIGHTS AGREEMENT**

Exhibit H – **RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT**

Exhibit I – **SERVICES AGREEMENT**

Exhibit J – **VOTING AGREEMENT**

Exhibit K-1 – **AQMS WARRANT**

Exhibit K-2 – **CMI WARRANT**

Exhibit L – **DISCLOSURE SCHEDULES**

Exhibit

SCHEDULE OF INVESTORS

(1) **Name of Investor**	**(2)** **Number of** **Series A Preferred Stock** **upon Closing[1]**
Comstock Mining Inc.	6,250
Aqua Metals Inc.	1,500
Total	**7,750**

[1] Excludes all warrant options, CMI building deposit no.2 and optional CMI additional finance.

EXHIBIT B

COMPANY CAPITALIZATION TABLE

Fully diluted Company capitalization upon closing*

Name	Investment Amount (US$)	Series A Preferred Stock Purchased	(A) Pre-Investment Common Stock Held	(B) Common Stock Equivalent	(D) Employee Stock Option Plan)	(A + B + C + D) Post-Investment Shares Held	% fully diluted
Michael Vogel			5,250,000	(1,200,000)		4,050,000	36.82%
CMI	$5,000,000	5,000		4,000,000		4,000,000	36.36%
AQMS	$1,500,000	1,500		1,200,000		1,200,000	10.91%
CMI Building Deposit 1	$1,250,000	1,250		1,000,000		1,000,000	9.09%
LINICO Stock Option Plan					750,000	750,000	6.82%
TOTAL	**$7,750,000**	**7,750**	**5,250,000**	**5,000,000**	**750,000**	**11,000,000**	**100%**

*Excludes preferred shares issuable upon exercise of warrants or other amounts that the Investors have the right but not the obligation to invest.

EXHIBIT C

FORM OF AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

EXHIBIT D

FORM OF FOUNDER REPURCHASE AGREEMENT

EXHIBIT E

FORM OF INDEMNIFICATION AGREEMENT

EXHIBIT F

LEASE

EXHIBIT G

FORM OF INVESTORS' RIGHTS AGREEMENT

EXHIBIT H

FORM OF RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

EXHIBIT I

FORM OF SERVICES AGREEMENT

EXHIBIT J

FORM OF VOTING AGREEMENT

EXHIBIT K-1

FORM OF AQMS WARRANT

EXHIBIT K-2

FORM OF CMI WARRANT

Exhibit L

DISCLOSURE SCHEDULE

This Disclosure Schedule is made and given pursuant to Section 2 of the Series A Preferred Stock Purchase Agreement, dated as of February 15, 2021 (the "**Agreement**"), between LINICO Corporation, a Nevada corporation (the "**Company**") and the Investors listed on Schedule A thereto. All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided. The section numbers below correspond to the section numbers of the representations and warranties in the Agreement; provided, however, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated into any other section number under the Agreement where such disclosure would be appropriate and such appropriateness is reasonably apparent from the face of such disclosure. Nothing in this Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in this Disclosure Schedule (1) does not represent a determination that such item is material or establish a standard of materiality, (2) does not represent a determination that such item did not arise in the ordinary course of business, (3) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties, and (4) shall not constitute, or be deemed to be, an admission to any third party concerning such item. This Disclosure Schedule includes brief descriptions or summaries of certain agreements and instruments, copies of which are available upon reasonable request. Such descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the documents described, true and complete copies of which have been provided to the Investors or their respective counsel.

Section 2.2(c)

Fully diluted Company capitalization upon Closing

Name	Common Stock	Series A	Series A-1	Series A-2	Series A-3
Michael Vogel	4,050,000				
CMI		5,000			
AQMS		1,500			
Linico Stock Option Plan	750,000				
CMI Warrant		Warrant to purchase up to 2,500 shares, if purchased within 1 year of Closing		Warrant to purchase up to 2,500 shares if purchased more than 1 year but within three years after Closing	
AQMS Warrant		Warrant to purchase up to 500 shares, if purchased within 1 year of Closing		Warrant to purchase up to 500 shares, if purchased more than 1 year but within 3 years after Closing	

Section 2.8(f)

Company IP

The Company has an exclusive license and agreement with Green Li-ion Pte. Ltd. A Singaporean company, to use its technology exclusively in the United States

www.linico.io

Section 2.16(c)

Severance Obligations

(i) None.

(ii) None.

Section 2.16(f)

ERISA Obligations

None.

APPENDIX I

Linico 3-Year Financial Model (Model 1-28-21)

Exhibit 10.3

INVESTORS' RIGHTS AGREEMENT

THIS INVESTORS' RIGHTS AGREEMENT (this "**Agreement**"), is made as of February 15, 2021, by and among LINICO Corporation, a Nevada corporation (the "**Company**"), and each of the investors listed on Schedule A hereto, each of which is referred to in this Agreement as an "**Investor.**"

RECITALS

WHEREAS, the Company and the Investors are parties to that certain Series A Preferred Stock Purchase Agreement of even date herewith (the "**Purchase Agreement**"); and

WHEREAS, in order to induce the Company to enter into the Purchase Agreement and to induce the Investors to invest funds in the Company pursuant to the Purchase Agreement, the Investors and the Company hereby agree that this Agreement shall govern the rights of the Investors to cause the Company to register shares of Common Stock issuable to the Investors, to receive certain information from the Company, and to participate in future equity offerings by the Company, and shall govern certain other matters as set forth in this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement:

1.1" **Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or other investment fund now or hereafter existing that is controlled by one (1) or more general partners, managing members or investment adviser of, or shares the same management company or investment adviser with, such Person.

1.2" **Board of Directors**" means the board of directors of the Company.

1.3" **Certificate of Incorporation**" means the Company's Amended and Restated Certificate of Incorporation, as amended and/or restated from time to time.

1.4" **Common Stock**" means shares of the Company's common stock, par value $0.001 per share.

1.5" **Competitor**" means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in the production of cathodes or recycling and productionof lithium batteries metals.

1.6" **Damages**" means any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, claim or liability (or any action in respect thereof) arises out of or is based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

1.7“ **Derivative Securities**” means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including options and warrants.

1.8“ **Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.9“ **Excluded Registration**” means (i) a registration relating to the sale or grant of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, equity incentive or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that is not eligible for the registration of the sale of the Registrable Securities; or (iv) a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered.

1.10“ **Form S-1**” means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

1.11“ **Form S-3**” means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits forward incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.12“ **GAAP**” means generally accepted accounting principles in the United States as in effect from time to time.

1.13“ **Holder**” means any holder of Registrable Securities who is a party to this Agreement.

1.14“ **Immediate Family Member**” means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, life partner or similar statutorily-recognized domestic partner, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships of a natural person referred to herein.

1.15“ **Initiating Holders**” means, collectively, Holders who properly initiate a registration request under this Agreement.

1.16“ **IPO**” means the Company’s first underwritten public offering of its Common Stock under the Securities Act.

1.17“ **Major Investor**” means any Investor that, individually or together with such Investor’s Affiliates, holds at least 1,500 shares of Registrable Securities (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof).

1.18“ **New Securities**” means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

1.19“ **Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.20“ **Preferred Stock**” means, collectively, shares of the Company’s Series A Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock and Series A-3 Preferred Stock.

1.21“ **Registrable Securities**” means (i) the Common Stock issuable or issued upon conversion of the Preferred Stock; and (ii) any Common Stock issued as a dividend or other distribution with respect to, or in exchange for or in replacement of, whether by merger, charter amendment, or otherwise, all such shares of Common Stock described in clause (i) of this Section 1.21.

1.22“ **Registrable Securities then outstanding**” means the number of shares determined by adding the number of shares of outstanding Common Stock that are Registrable Securities and the number of shares of Common Stock issuable (directly or indirectly) pursuant to then exercisable and/or convertible securities that are Registrable Securities.

1.23“ **Restricted Securities**” means the securities of the Company required to be notated with the legend set forth inSection 2.12(b) hereof.

1.24“ **SEC**” means the Securities and Exchange Commission.

1.25“ **SEC Rule 144**” means Rule 144 promulgated by the SEC under the Securities Act.

1.26“ **SEC Rule 145**” means Rule 145 promulgated by the SEC under the Securities Act.

1.27“ **Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.28“ **Selling Expenses**” means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Selling Holder Counsel borne and paid by the Company as provided in Section 2.6.

1.29“ **Series A Preferred Stock**” means shares of the Company’s Series A Preferred Stock, par value $0.001 per share.

2. Registration Rights. The Company covenants and agrees as follows:

2.1 Demand Registration.

(a) Form S-1 Demand. If at any time after one hundred eighty (180) days after the effective date of the registration statement for the IPO, the Company receives a request from Holders of fifty-one percent (51%) of the Registrable Securities then outstanding that the Company file a Form S-1 registration statement with respect to the Registrable Securities then outstanding, then the Company shall: (x) within ten (10) days after the date such request is given, give notice thereof (the “**Demand Notice**”) to all Holders other than the Initiating Holders; and (y) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Holders, file a Form S-1 registration statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Sections 2.1(c) and 2.3.

(b) Notwithstanding the foregoing obligations, if the Company furnishes to Holders requesting a registration pursuant to this Section 2.1 a certificate signed by the Company’s chief executive officer stating that in the good faith judgment of the Board of Directors it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing, for a period of not more than thirty (30) days after the request of the Initiating Holders is given; provided, however, that the Company may not invoke this right more than once in any twelve (12) month period.

2.2 Company Registration. If the Company proposes to register (including for this purpose a registration effected by the Company for stockholders other than the Holders) any of its securities under the Securities Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration, a registration relating to a demand pursuant to Section 2.1 or the IPO), the Company shall, at such time, promptly give each Holder notice of such registration. Upon the request of each Holder given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of Section 2.3, cause to be registered all of the Registrable Securities that each such Holder has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.2 before the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Section 2.6.

2.3 Underwriting Requirements.

(a) If, pursuant to Section 2.1, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to Section 2.1, and the Company shall include such information in the Demand Notice. The underwriter(s) will be selected by the Initiating Holders, subject only to the reasonable approval of the Board of Directors. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in Section 2.4(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting~~provided~~, however, that no Holder (or any of their assignees) shall be required to make any representations, warranties or indemnities except as they relate to such Holder's ownership of shares and authority to enter into the underwriting agreement and to such Holder's intended method of distribution, and the liability of such Holder shall be several and not joint, and limited to an amount equal to the net proceeds from the offering received by such Holder. Notwithstanding any other provision of this Section 2.3, if the managing underwriter(s) advise(s) the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, then the Initiating Holders shall so advise all Holders of Registrable Securities that otherwise would be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among such Holders of Registrable Securities, including the Initiating Holders, in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Holder or in such other proportion as shall mutually be agreed to by all such selling Holders; provided, however, that the number of Registrable Securities held by the Holders to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting.

(b) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant toSection 2.2, the Company shall not be required to include any of the Holders' Registrable Securities in such underwriting unless the Holders accept the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of Registrable Securities which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering. If the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated among the selling Holders in proportion (as nearly as practicable to) the number of Registrable Securities owned by each selling Holder or in such other proportions as shall mutually be agreed to by all such selling Holders. For purposes of the provision in this Section 2.3(b) concerning apportionment, for any selling Holder that is a partnership, limited liability company, or corporation, the partners, members, retired partners, retired members, stockholders, and Affiliates of such Holder, or the estates and Immediate Family Members of any such partners, retired partners, members, and retired members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "selling Holder," and any pro rata reduction with respect to such "selling Holder" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "selling Holder," as defined in this sentence.

2.4 Obligations of the Company. Whenever required under this Section 2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such one hundred twenty (120) day period shall be extended for a period of time equal to the period the Holder refrains, at the request of an underwriter of Common Stock (or other securities) of the Company, from selling any securities included in such registration, and (ii) in the case of any registration of Registrable Securities on Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable SEC rules, such one hundred twenty (120) day period shall be extended for up to one hundred eighty (180) days, if necessary, to keep the registration statement effective until all such Registrable Securities are sold;

(b) prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;

(c) furnish to the selling Holders such numbers of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Holders may reasonably request in order to facilitate their disposition of their Registrable Securities;

(d) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the selling Holders; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering;

(f) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(g) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(h) promptly make available for inspection by the selling Holders, any managing underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

(i) notify each selling Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and

(j) after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

In addition, the Company shall ensure that, at all times after any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, its insider trading policy shall provide that the Company's directors may implement a trading program under Rule 10b5-1 of the Exchange Act.

2.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities.

2.6 Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to Section 2, including all registration, filing, and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; and the reasonable fees and disbursements of one counsel for the selling Holders selected by Holders of a majority of the Registrable Securities to be registered ("**Selling Holder Counsel**"), shall be borne and paid by the Company.

2.7 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.8 Indemnification. If any Registrable Securities are included in a registration statement under this Section 2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each selling Holder, and the partners, members, officers, directors, and stockholders of each such Holder; legal counsel and accountants for each such Holder; any underwriter (as defined in the Securities Act) for each such Holder; and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay to each such Holder, underwriter, controlling Person, or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 2.8(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, underwriter, controlling Person, or other aforementioned Person expressly for use in connection with such registration, except to the extent such information has been corrected in a subsequent writing prior to or concurrently with the sale of Registrable Securities to the Person asserting the claim.

(b) To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), any other Holder selling securities in such registration statement, and any controlling Person of any such underwriter or other Holder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with such registration and has not been corrected in a subsequent writing prior to or concurrently with the sale of Registrable Securities to the Person asserting the claim; and each such selling Holder will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 2.8(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided further that in no event shall the aggregate amounts payable by any Holder by way of indemnity or contribution under Section 2.8(b) and 2.8(d) exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of fraud or willful misconduct by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 2.8 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.8, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either: (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Section 2.8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Section 2.8 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Section 2.8, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case (x) no Holder will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall a Holder's liability pursuant to this Section 2.8(d), when combined with the amounts paid or payable by such Holder pursuant to Section 2.8(b), exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of willful misconduct or fraud by such Holder.

(e) Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and Holders under this Section 2.8 shall survive the completion of any offering of Registrable Securities in a registration under this Section 2, and otherwise shall survive the termination of this Agreement or any provision(s) of this Agreement.

2.9 Reports Under Exchange Act. With a view to making available to the Holders the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company shall:

(a) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144, at all times after the effective date of the registration statement filed by the Company for the IPO;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the registration statement filed by the Company for the IPO), the Securities Act, and the Exchange Act (at any time after the Company has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the Company so qualifies); (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company; and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form S-3 (at any time after the Company so qualifies to use such form).

2.10 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of fifty-one percent (51%) of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company that would (i) allow such holder or prospective holder to include such securities in any registration unless, under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the number of the Registrable Securities of the Holders that are included; or (ii) allow such holder or prospective holder to initiate a demand for registration of any securities held by such holder or prospective holder; provided that this limitation shall not apply to Registrable Securities acquired by any additional Investor that becomes a party to this Agreement after the date hereof.

2.11“ Market Stand-off” Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the Company for its own behalf of shares of its Common Stock or any other equity securities under the Securities Act on a registration statement on Form S-1 or Form S-3, and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days in the case of the IPO or ninety (90) days in the case of any registration other than the IPO, (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock held immediately before the effective date of the registration statement for such offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The underwriters in connection with such registration are intended third-party beneficiaries of this Section 2.11 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 2.11 or that are necessary to give further effect thereto.

2.12 Restrictions on Transfer.

(a) The Preferred Stock shall not be sold or transferred to a Competitor of the Company without the prior written consent of the Company.

(b) The Preferred Stock and the Registrable Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. A transferring Holder will cause any proposed purchaser, pledgee, or transferee of the Preferred Stock and the Registrable Securities held by such Holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement. Notwithstanding the foregoing, the Company shall not require any transferee of shares pursuant to an effective registration statement or, following the IPO, SEC Rule 144, in each case, to be bound by the terms of this Agreement.

(c) Each certificate, instrument, or book entry representing (i) the Preferred Stock, (ii) the Registrable Securities, and (iii) any other securities issued in respect of the securities referenced in clauses (i) and (ii), upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Section 2.12(c)) be notated with a legend substantially in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The Holders consent to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this Section 2.12.

(d) The holder of such Restricted Securities, by acceptance of ownership thereof, agrees to comply in all respects with the provisions of this Section 2. Before any proposed sale, pledge, or transfer of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transaction or following the IPO, the transfer is made pursuant to SEC Rule 144, the Holder thereof shall give notice to the Company of such Holder's intention to effect such sale, pledge, or transfer, provided that no such notice shall be required in connection if the intended sale, pledge or transfer complies with SEC Rule 144. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such Holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the Holder of such Restricted Securities shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Holder to the Company. The Company will not require such a notice, legal opinion or "no action" letter (x) in any transaction in compliance with SEC Rule 144; or (y) in any transaction in which such Holder distributes Restricted Securities to an Affiliate of such Holder for no consideration; provided that with respect to transfers under the foregoing clause (y), each transferee agrees in writing to be subject to the terms of this Section 2.12. Each certificate, instrument, or book entry representing the Restricted Securities transferred as above provided shall be notated with, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in Section 2.12(b), except that such certificate instrument, or book entry shall not be notated with such restrictive legend if, in the opinion of counsel for such Holder and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act.

2.13 Termination of Registration Rights. The right of any Holder to request registration or inclusion of Registrable Securities in any registration pursuant to Sections 2.1 or 2.2 shall terminate upon the earliest to occur of:

(a) the closing of a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation, in which the consideration received by the Investors in such Deemed Liquidation Event is in the form of cash and/or publicly traded securities, or if the Investors receive registration rights from the acquiring company or other successor to the Company reasonably comparable to those set forth in this Section 2; and

(b) such time after consummation of the IPO as SEC Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without limitation, during a three (3)-month period without registration (and without the requirement for the Company to be in compliance with the current public information required under subsection (c)(1) of SEC Rule 144) and such Holder (together with its "affiliates" determined under SEC Rule 144) holds less than one percent (1%) of the outstanding capital stock of the Company.

3. Information.

3.1 Delivery of Financial Statements. The Company shall deliver to each Major Investor:

(a) as soon as practicable, but in any event within ninety (90) days after the end of each fiscal year of the Company (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year, and a comparison between (x) the actual amounts as of and for such fiscal year and (y) the comparable amounts for the prior year and as included in the Budget (as defined in Section 3.1(e)) for such year, with an explanation of any material differences between such amounts and a schedule as to the sources and applications of funds for such year, and (iii) a statement of stockholders' equity as of the end of such year, all such financial statements audited and certified by independent public accountants selected by the Company;

(b) as soon as practicable, but in any event within forty-five (45) days after the end of each quarter of each fiscal year of the Company, unaudited statements of income and cash flows for such fiscal quarter, and an unaudited balance sheet and a statement of stockholders' equity as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments; and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(c) as soon as practicable, but in any event within forty-five (45) days after the end of each quarter of each fiscal year of the Company, a statement showing the number of shares of each class and series of capital stock and securities convertible into or exercisable for shares of capital stock outstanding at the end of the period, the Common Stock issuable upon conversion or exercise of any outstanding securities convertible or exercisable for Common Stock and the exchange ratio or exercise price applicable thereto, and the number of shares of issued stock options and stock options not yet issued but reserved for issuance, if any, all in sufficient detail as to permit the Major Investors to calculate their respective percentage equity ownership in the Company, and certified by the chief financial officer or chief executive officer of the Company as being true, complete, and correct;

(d) as soon as practicable, but in any event within thirty (30) days after the end of each month, an unaudited income statement and statement of cash flows for such month, and an unaudited balance sheet as of the end of such month, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(e) as soon as practicable, but in any event thirty (30) days before the end of each fiscal year, a budget and business plan for the next fiscal year, prepared on a monthly basis, including balance sheets, income statements, and statements of cash flow for such months and, promptly after prepared, any other budgets or revised budgets prepared by the Company (such budget and business plan that is approved by the Board of Directors is collectively referred to herein as the "**Budget**");

(f) with respect to the financial statements called for in Section 3.1(a), Section 3.1(b) and Section 3.1(d), an instrument executed by the chief executive officer of the Company certifying that such financial statements were prepared in accordance with GAAP consistently applied with prior practice for earlier periods (except as otherwise set forth in Section 3.1(b) and Section 3.1(d)) and fairly present the financial condition of the Company and its results of operation for the periods specified therein; and

(g) such other information relating to the financial condition, business, prospects, or corporate affairs of the Company as any Major Investor may from time to time reasonably request; provided, however, that the Company shall not be obligated under this Section 3.1 to provide information (i) that the Company reasonably determines in good faith to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in a form acceptable to the Company); or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

3.2 Inspection. The Company shall permit each Major Investor, at such Major Investor's expense, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Major Investor; provided, however, that the Company shall not be obligated pursuant to this Section 3.2 to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

3.3 Confidentiality. Each Investor agrees that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor or make decisions with respect to its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 3.3 by such Investor),(b) is or has been independently developed or conceived by such Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to such Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent reasonably necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any Registrable Securities from such Investor, if such prospective purchaser agrees to be bound by the provisions of this Section 3.3; (iii) to any Affiliate, partner, member, stockholder, or wholly owned subsidiary of such Investor in the ordinary course of business, provided that such Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iv) as may otherwise be required by law, regulation, rule, court order or subpoena, provided that such Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

4. Additional Covenants.

4.1 Insurance. The Company shall use commercially reasonable efforts to obtain, within ninety (90) days of the date hereof, from financially sound and reputable insurers Directors and Officers liability insurance, in an amount and on terms and conditions satisfactory to the Board of Directors, and will use commercially reasonable efforts to cause such insurance policies to be maintained until such time as the Board of Directors determines that such insurance should be discontinued.

4.2 Board Matters. Board of Directors' meetings will be held not less often than once per calendar quarter. The Company shall reimburse the nonemployee directors for all reasonable out-of-pocket travel expenses incurred in connection with attending meetings of the Board of Directors.

4.3 FCPA. The Company covenants that it shall not (and shall not permit any of its subsidiaries or Affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to) promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, including any Non-U.S. Official (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**")), in each case, in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. The Company further covenants that it shall (and shall cause each of its subsidiaries and Affiliates to) cease all of its or their respective activities, as well as remediate any actions taken by the Company, its subsidiaries or Affiliates, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. The Company further covenants that it shall (and shall cause each of its subsidiaries and Affiliates to) maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. Upon request, the Company agrees to provide responsive information and/or certifications concerning its compliance with applicable anti-corruption laws. The Company shall promptly notify each Investor if the Company becomes aware of any Enforcement Action (as defined in the Purchase Agreement). The Company shall, and shall cause any direct or indirect subsidiary or entity controlled by it, whether now in existence or formed in the future, to comply with the FCPA. The Company shall use its best efforts to cause any direct or indirect subsidiary, whether now in existence or formed in the future, to comply in all material respects with all applicable laws.

5. Miscellaneous.

5.1 Successors and Assigns. The rights under this Agreement may be assigned (but only with all related obligations) by a Holder to a transferee of Registrable Securities that (i) is an Affiliate of a Holder; (ii) is a Holder's Immediate Family Member or trust for the benefit of an individual Holder or one (1) or more of such Holder's Immediate Family Members; or (iii) after such transfer; provided, however, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred; and (y) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement, including the provisions of Section 2.11. For the purposes of determining the number of shares of Registrable Securities held by a transferee, the holdings of a transferee (1) that is an Affiliate or stockholder of a Holder; (2) who is a Holder's Immediate Family Member; or (3) that is a trust for the benefit of an individual Holder or such Holder's Immediate Family Member shall be aggregated together and with those of the transferring Holder; provided further that all transferees who would not qualify individually for assignment of rights shall, as a condition to the applicable transfer, establish a single attorney-in-fact for the purpose of exercising any rights, receiving notices, or taking any action under this Agreement. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

5.2 Governing Law. This Agreement shall be governed by the internal law of the State of Nevada, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Nevada.

5.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

5.5 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A or Schedule B (as applicable) hereto, or (as to the Company) to the principal office of the Company and to the attention of the Chief Executive Officer, or in any case to such email address or address as subsequently modified by written notice given in accordance with this Section 5.5. If notice is given to the Company, a copy (which copy shall not constitute notice) shall also be sent to Arent Fox LLP 1717 K Street, NW Washington, DC 20006-5344, Attention: Gerard Leval, gerard.leval@arentfox.com.

(b) Consent to Electronic Notice. Each Investor consents to the delivery of any stockholder notice pursuant to Chapter 78 of the Nevada Revised Statutes (the "**NRS**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 75.150 of the NRS (or any successor thereto) at the electronic mail address set forth below such Investor's name on the Schedules hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Investor agrees to promptly notify the Company of any change in such stockholder's electronic mail address, and that failure to do so shall not affect the foregoing.

5.6 Amendments and Waivers. Any term of this Agreement may be amended, modified or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and the holders of at least a majority of the Registrable Securities then outstanding; provided that the Company may in its sole discretion waive compliance with Section 2.12(c) (and the Company's failure to object promptly in writing after notification of a proposed assignment allegedly in violation of Section 2.12(c) shall be deemed to be a waiver); and provided further that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. Notwithstanding the foregoing, (a) this Agreement may not be amended, modified or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, modification, termination, or waiver applies to all Investors in the same fashion (it being agreed that a waiver of the provisions of Section 4 with respect to a particular transaction shall be deemed to apply to all Investors in the same fashion if such waiver does so by its terms, notwithstanding the fact that certain Investors may nonetheless, by agreement with the Company, purchase securities in such transaction) and (b) Sections 3.1 and 3.2 and any other section of this Agreement applicable to the Major Investors (including this clause (b) of this Section 5.6) may be amended, modified, terminated or waived with only the written consent of the Company and the holders of a majority of the Registrable Securities then outstanding and held by the Major Investors. Notwithstanding the foregoing, Schedule A hereto may be amended by the Company from time to time to add transferees of any Registrable Securities in compliance with the terms of this Agreement without the consent of the other parties; and Schedule A hereto may also be amended by the Company after the date of this Agreement without the consent of the other parties to add information regarding any additional Investor who becomes a party to this Agreement after the date hereof. The Company shall give prompt notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination, or waiver. Any amendment, modification, termination, or waiver effected in accordance with this Section 5.6 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one (1) or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

5.7 Severability. In case any one (1) or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

5.8 Aggregation of Stock; Apportionment. All shares of Registrable Securities held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated Persons may apportion such rights as among themselves in any manner they deem appropriate.

5.9 Entire Agreement. This Agreement (including any Schedules hereto) together with the other Transaction Agreements (as defined in the Purchase Agreement), constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

5.10 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the federal and state courts of Nevada for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the federal or state courts of Nevada, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

5.11 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or non-defaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Investors' Rights Agreement as of the date first written above.

LINICO Corporation

By: */s/ Michael Vogel*

Name: Michael Vogel

Title: CEO

Comstock Mining Inc.

By: */s/ Corrado DeGasperis*

Name: Corrado DeGasperis

Title: Executive Chairman & CEO

Aqua Metals, Inc.

By: */s/ Stephen Cotton*

Name: Steve Cotton

Title: CEO

SCHEDULE A

INVESTORS

Name and Address

Comstock Mining Inc.
117 American Flats Road, Virginia City, Nevada 89440, Attention: Corrado DeGasperis
degasperis@comstockmining.com

with copy to (which copy shall not constitute notice): Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Attention: Clyde Tinnen, ctinnen@foley.com

Aqua Metals, Inc.
2500 Peru Drive, McCarran, Nevada 89434, Attention: Steve Cotton
steve.cotton@aquametals.com

with copy to (which copy shall not constitute notice): Greenberg Traurig, LLP
18565 Jamboree Road, Suite 500, Irvine, California 92612, Attention: Daniel K. Donahue, DonahueD@gtlaw.com

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "**Agreement**") is made and entered into as of February 15, 2021, by and among LINICO Corporation, a Nevada corporation (the "**Company**"), each holder of the Series A Preferred Stock, $0.001 par value per share, of the Company ("**Series A Preferred Stock**"), listed on Schedule A (together with any subsequent investors, or transferees, who become parties hereto as "Investors" pursuant to Sections 5.1(a) or 5.2 below, the "**Investors**"), and those certain stockholders of the Company and holders of options to acquire shares of the capital stock of the Company listed on Schedule B (together with any subsequent stockholders or option holders, or any transferees, who become parties hereto as "Key Holders" pursuant to Section 5 below, the "**Key Holders**," and together collectively with the Investors, the "**Stockholders**").

RECITALS

A. Concurrently with the execution of this Agreement, the Company and the Investors are entering into a Series A Preferred Stock Purchase Agreement (the "**Purchase Agreement**") providing for the sale of shares of the Series A Preferred Stock, and in connection with that agreement the parties desire to provide the Investors with the right, among other rights, to designate the election of certain members of the board of directors of the Company (the "**Board**") in accordance with the terms of this Agreement.

B. The parties also desire to enter into this Agreement to set forth their agreements and understandings with respect to how shares of the capital stock of the Company held by them will be voted on, or tendered, in connection with, an acquisition of the Company and voted on in connection with an increase in the number of shares of Common Stock required to provide for the conversion of the Preferred Stock.

NOW, THEREFORE, the parties agree as follows:

1. Voting Provisions Regarding the Board.

1.1 Shares. For purposes of this Agreement, the term "**Shares**" shall mean and include any securities of the Company that the holders of which are entitled to vote for members of the Board, including, without limitation, all shares of Common Stock, Series A Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock and Series A-3 Preferred Stock, by whatever name called, now owned or subsequently acquired by a Stockholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

1.2 Board Composition. Each Stockholder agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders, subject to Section 5, the following persons shall be elected to the Board:

(a) One person designated from time to time by Comstock Mining Inc. (the "**Comstock Designee**"), for so long as such Stockholder and its Affiliates (as defined below) continue to own an aggregate of at least 10% of the Company's fully diluted outstanding shares of Common Stock (including shares of Common Stock issued or issuable upon conversion of the Preferred Stock), which individual shall initially be Corrado DeGasperis; provided, that if and to the extent such Stockholder owns a majority of the outstanding capital stock of the Company at any time, such Stockholder shall be permitted a second person as a member of the Board;

(b) One person designated from time to time by Aqua Metals, Inc. (the "**Aqua Metals Designee**"), for so long as such Stockholder and its Affiliates are leasing 2500 Peru Drive, McCarran Nevada to the Company or are continuing to own an aggregate of at least 10% of the Company's fully diluted outstanding shares of Common Stock (including shares of Common Stock issued or issuable upon conversion of the Preferred Stock), which individual shall initially be Steve Cotton; provided, that if and to the extent such Stockholder owns a majority of the outstanding capital stock of the Company at any time, such Stockholder shall be permitted a second person as a member of the Board; and

(c) The Company's Chief Executive Officer, who as of the date of this Agreement is Michael Vogel (the " **Founder Director CEO**"), provided that if for any reason the Founder Director CEO shall cease to serve as the Chief Executive Officer of the Company, other than due to severe gross negligence and misconduct the former Chief Executive Officer shall remain Founder Director CEO and a member of the Board of Directors for a minimum renewable term of three (3) years, commencing from the date the Founder Director CEO ceases to serve as the Company's Chief Executive Officer. For the avoidance of doubt, for so long as such the Founder Director CEO continues to own an aggregate of at least 10% of the Company's fully diluted outstanding shares, the Founder Director CEO shall remain on the Board.

To the extent that any of clauses (a) through (c) above shall not be applicable, any member of the Board who would otherwise have been designated in accordance with the terms thereof shall instead be voted upon by all the Stockholders of the Company entitled to vote thereon in accordance with, and pursuant to, the Restated Certificate.

The Company, the Comstock Designee(s), the Aqua Metal Designee(s) and the Founder Director CEO will appoint a non-voting secretary to participate in the meetings of the Board and ensure all minutes and corporate records are timely facilitated, which individual shall initially be Judd Merrill.

For purposes of this Agreement, an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a "**Person**") shall be deemed an "**Affiliate**" of another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one (1) or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person.

1.3 Failure to Designate a Board Member. In the absence of any designation from the Persons or groups with the right to designate a director as specified above, the director previously designated by them and then serving shall be reelected if willing to serve unless such individual has been removed as provided herein, and otherwise such Board seat shall remain vacant until otherwise filled as provided above.

1.4 Removal of Board Members. Each Stockholder also agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) no director elected pursuant to Section 1.2 of this Agreement may be removed from office unless (i) such removal is directed or approved by the affirmative vote of the Person(s), or of the holders of at least a majority of the shares of stock, entitled under Section 1.2 to designate that director; or (ii) the Person(s) originally entitled to designate or approve such director pursuant to Section 1.2 is no longer so entitled to designate or approve such director.

(b) any vacancies created by the resignation, removal or death of a director elected pursuant to Section 1.2 shall be filled pursuant to the provisions of this Section 1; and

(c) upon the written request of any party entitled to designate a director as provided in Section 1.2 to remove such director, such director shall be removed.

All Stockholders agree to execute any written consents required to perform the obligations of this Section 1, and the Company agrees at the request of any Person or group entitled to designate directors to call a special meeting of stockholders for the purpose of electing directors.

1.5 No Liability for Election of Recommended Directors. No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

2. Vote to Increase Authorized Common Stock. Each Stockholder agrees to vote or cause to be voted all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to increase the number of authorized shares of Common Stock from time to time to ensure that there will be sufficient shares of Common Stock available for conversion of all of the shares of Preferred Stock outstanding at any given time.

3. Remedies.

3.1 Covenants of the Company. The Company agrees to use its best efforts, within the requirements of applicable law, to ensure that the rights granted under this Agreement are effective and that the parties enjoy the benefits of this Agreement. Such actions include, without limitation, the use of the Company's best efforts to cause the nomination and election of the directors as provided in this Agreement.

3.2 Irrevocable Proxy and Power of Attorney. Each party to this Agreement hereby constitutes and appoints as the proxies of the party and hereby grants a power of attorney to the Founder Director CEO, Corrado DeGasperis and Steve Cotton, and each of them, with full power of substitution, with respect to the matters set forth herein, including, without limitation, votes regarding the size and composition of the Board pursuant to Section 1 and votes to increase authorized shares pursuant to Section 2 hereof, and hereby authorizes each of them to represent and vote, if and only if the party (i) fails to vote, or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Agreement, all of such party's Shares in favor of the election of persons as members of the Board determined pursuant to and in accordance with the terms and provisions of this Agreement or the increase of authorized shares pursuant to and in accordance with the terms and provisions of this Agreement or to take any action reasonably necessary to effect this Agreement. Each of the proxy and power of attorney granted pursuant to this Section 3.2 is given in consideration of the agreements and covenants of the Company and the parties in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to Section 4 hereof. Each party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 4 hereof, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth herein.

3.3 Specific Enforcement. Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Stockholders shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

3.4 Remedies Cumulative. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

4 . Term. This Agreement shall be effective as of the date hereof and shall continue in effect until and shall terminate upon the earliest to occur of (a) the consummation of the Company's first underwritten public offering of its Common Stock (other than a registration statement relating either to the sale of securities to employees of the Company pursuant to its stock option, stock purchase or similar plan or an SEC Rule 145 transaction); (b) the consummation of a Sale of the Company and distribution of proceeds to or escrow for the benefit of the Stockholders in accordance with the Restated Certificate; and (c) termination of this Agreement in accordance with Section 5.8 below.

5. Miscellaneous.

5.1 Additional Parties.

(a) Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of Preferred Stock after the date hereof, as a condition to the issuance of such shares the Company shall require that any purchaser of such shares become a party to this Agreement by executing and delivering (i) the Adoption Agreement attached to this Agreement as Exhibit A, or (ii) a counterpart signature page hereto agreeing to be bound by and subject to the terms of this Agreement as an Investor and Stockholder hereunder. In either event, each such person shall thereafter be deemed an Investor and Stockholder for all purposes under this Agreement.

(b) In the event that after the date of this Agreement, the Company enters into an agreement with any Person to issue shares of capital stock to such Person (other than to a purchaser of Preferred Stock described in Section 5.1(a) above), following which such Person shall hold Shares constituting one percent (1%) or more of the then outstanding capital stock of the Company (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised and/or converted or exchanged), then, the Company shall cause such Person, as a condition precedent to entering into such agreement, to become a party to this Agreement by executing an Adoption Agreement in the form attached hereto as Exhibit A, agreeing to be bound by and subject to the terms of this Agreement as a Stockholder and thereafter such person shall be deemed a Stockholder for all purposes under this Agreement.

5.2 Transfers. Each transferee or assignee of any Shares subject to this Agreement shall continue to be subject to the terms hereof, and, as a condition precedent to the Company's recognition of such transfer, each transferee or assignee shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering an Adoption Agreement substantially in the form attached hereto as Exhibit A. Upon the execution and delivery of an Adoption Agreement by any transferee, such transferee shall be deemed to be a party hereto as if such transferee were the transferor and such transferee's signature appeared on the signature pages of this Agreement and shall be deemed to be an Investor and Stockholder, or Key Holder and Stockholder, as applicable. The Company shall not permit the transfer of the Shares subject to this Agreement on its books or issue a new certificate representing any such Shares unless and until such transferee shall have complied with the terms of this Section 5.2. Each certificate instrument, or book entry representing the Shares subject to this Agreement if issued on or after the date of this Agreement shall be notated by the Company with the legend set forth in Section 5.12.

5.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

5.4 Governing Law. This Agreement shall be governed by the internal law of the State of Nevada, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Nevada.

5.5 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

5.7 Notices.

(a) General. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Schedule A or Schedule B hereto, or (as to the Company) to the principal office of the Company and to the attention of the Chief Executive Officer, or, in any case, to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 5.7. If notice is given to the Company, a copy (which copy shall not constitute notice) shall also be sent to Arent Fox LLP 1717 K Street, NW Washington, DC 20006-5344, Attention: Gerard Leval, gerard.leval@arentfox.com.

(b) Consent to Electronic Notice. Each Investor and Key Holder consents to the delivery of any stockholder notice pursuant to Chapter 78 of the Nevada Revised Statutes (the "**NRS**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 75.150 of the NRS (or any successor thereto) at the electronic mail address set forth below such Investor's or Key Holder's name on the Schedules hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Investor and Key Holder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

5.8 Consent Required to Amend, Modify, Terminate or Waive . This Agreement may be amended, modified or terminated (other than pursuant to Section 4) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (a) the Company; (b) the Key Holders holding a majority of the Shares then held by the Key Holders. Notwithstanding the foregoing:

(a) this Agreement may not be amended, modified or terminated and the observance of any term of this Agreement may not be waived with respect to any Investor or Key Holder without the written consent of such Investor or Key Holder unless such amendment, modification, termination or waiver applies to all Investors or Key Holders, as the case may be, in the same fashion;

(b) the provisions of Section 1.2(a) and this Section 5.8(b) may not be amended, modified, terminated or waived without the written consent of Comstock Mining Inc.;

(c) the provisions of Section 1.2(b) and this Section 5.8(c) may not be amended, modified, terminated or waived without the written consent of Aqua Metals, Inc.;

(d) the provisions of Section 1.2(c) and this Section 5.8(d) may not be amended, modified, terminated or waived without the written consent of the Key Holder, Michael Vogel.

(e) Schedule A hereto may be amended by the Company from time to time in accordance with the Purchase Agreement to add information regarding additional Purchasers (as defined in the Purchase Agreement) without the consent of the other parties hereto; and

(f) any provision hereof may be waived by the waiving party on such party's own behalf, without the consent of any other party.

The Company shall give prompt written notice of any amendment, modification, termination, or waiver hereunder to any party that did not consent in writing thereto. Any amendment, modification, termination, or waiver effected in accordance with this Section 5.8 shall be binding on each party and all of such party's successors and permitted assigns, whether or not any such party, successor or assignee entered into or approved such amendment, modification, termination or waiver. For purposes of this Section 5.8, the requirement of a written instrument may be satisfied in the form of an action by written consent of the Stockholders circulated by the Company and executed by the Stockholder parties specified, whether or not such action by written consent makes explicit reference to the terms of this Agreement.

5.9 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

5.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

5.11 Entire Agreement. This Agreement (including the Exhibits hereto), the Restated Certificate and the other Transaction Agreements (as defined in the Purchase Agreement) constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

5.12 Share Certificate Legend. Each certificate, instrument, or book entry representing any Shares issued after the date hereof shall be notated by the Company with a legend reading substantially as follows:

> "THE SHARES REPRESENTED HEREBY ARE SUBJECT TO A VOTING AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT VOTING AGREEMENT, INCLUDING CERTAIN RESTRICTIONS ON TRANSFER AND OWNERSHIP SET FORTH THEREIN."

The Company, by its execution of this Agreement, agrees that it will cause the certificates, instruments, or book entry evidencing the Shares issued after the date hereof to be notated with the legend required by this Section 5.12 of this Agreement, and it shall supply, free of charge, a copy of this Agreement to any holder of such Shares upon written request from such holder to the Company at its principal office. The parties to this Agreement do hereby agree that the failure to cause the certificates, instruments, or book entry evidencing the Shares to be notated with the legend required by this Section 5.12 herein and/or the failure of the Company to supply, free of charge, a copy of this Agreement as provided hereunder shall not affect the validity or enforcement of this Agreement.

5.13 Stock Splits, Dividends and Recapitalizations. In the event of any issuance of Shares or the voting securities of the Company hereafter to any of the Stockholders (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement and shall be notated with the legend set forth in Section 5.12.

5.14 Manner of Voting. The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law. For the avoidance of doubt, voting of the Shares pursuant to the Agreement need not make explicit reference to the terms of this Agreement.

5.15 Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to carry out the intent of the parties hereunder.

5.16 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state and federal courts of Nevada for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the federal and state courts of Nevada, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

5.17 Costs of Enforcement. If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.

5.18 Aggregation of Stock. All Shares held or acquired by a Stockholder and/or its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement, and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Voting Agreement as of the date first written above.

LINICO Corporation

By: */s/ Michael Vogel*
Name: Michael S.Vogel
Title: Founder, Director & CEO

Comstock Mining Inc.

By: */s/ Corrado DeGasperis*
Name: Corrado DeGasperis
Title: Executive Chairman & CEO

Aqua Metals, Inc.

By: */s/ Stephen Cotton*
Name: Steve Cotton
Title: CEO

SCHEDULE A

INVESTORS

Name and Address

Comstock Mining Inc.
117 American Flats Road, Virginia City, Nevada 89440, Attention: Corrado DeGasperis
degasperis@comstockmining.com

with copy to (which copy shall not constitute notice): Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Attention: Clyde Tinnen, ctinnen@foley.com

Aqua Metals, Inc.
2500 Peru Drive, McCarran, Nevada 89434, Attention: Steve Cotton
steve.cotton@aquametals.com

with copy to (which copy shall not constitute notice): Greenberg Traurig, LLP
18565 Jamboree Road, Suite 500, Irvine, California 92612, Attention: Daniel K. Donahue, DonahueD@gtlaw.com

SCHEDULE B

KEY HOLDERS

Name and Address

Michael S. Vogel
204 W Spear St,
Carson City, NV 89703
M: (775) 247-8973
E: mvogel@linico.io

EXHIBIT A

ADOPTION AGREEMENT

This Adoption Agreement ("**Adoption Agreement**") is executed on _____, 20__, by the undersigned (the "**Holder**") pursuant to the terms of that certain Voting Agreement dated as of February 15, 2021 (the " **Agreement**"), by and among the Company and certain of its Stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Holder agrees as follows:

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring certain shares of the capital stock of the Company (the "**Stock**")[or options, warrants, or other rights to purchase such Stock (the "**Options**")], for one of the following reasons (Check the correct box):

☐ As a transferee of Shares from a party in such party's capacity as an "Investor" bound by the Agreement, and after such transfer, Holder shall be considered an "Investor" and a "Stockholder" for all purposes of the Agreement.

☐ As a transferee of Shares from a party in such party's capacity as a "Key Holder" bound by the Agreement, and after such transfer, Holder shall be considered a "Key Holder" and a "Stockholder" for all purposes of the Agreement.

☐ As a new "Investor" in accordance with Section 5.1(a) of the Agreement, in which case Holder will be an "Investor" and a "Stockholder" for all purposes of the Agreement.

☐ In accordance with Section 5.1(b) of the Agreement, as a new party who is not a new "Investor," in which case Holder will be a "Stockholder" for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock [Options], and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder's signature hereto.

HOLDER:

By: _____
Name: _____
Title: _____
Address: _____
_____
E-mail Address: _____

ACCEPTED AND AGREED:

LINICO Corporation

By: _____
Name: _____
Title: _____