

RENEWAL AGREEMENT OF KIOSK LOCATION AGREEMENT

THIS RENEWAL AGREEMENT OF KIOSK LOCATION AGREEMENT is made and entered into effective the 1st day of February 2022 by and between [REDACTED] as "Property Owner" and [REDACTED] a Kansas limited liability company as "Kiosk Operator".

WHEREAS, [REDACTED] and Kiosk Operator executed that certain Kiosk Location Agreement dated December 14, 2016 (the "Kiosk Agreement") for premises located at [REDACTED] ("Premises"); and

WHEREAS, Property Owner and Kiosk Operator both desire to exercise a renewal option of the Kiosk Agreement.

NOW THEREFORE, the parties do hereby agree as follows:

1. The recitals set forth above are hereby incorporated into and made a part of the terms, provisions, covenants and promises of this Agreement. Capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Kiosk Agreement.
2. Property Owner and Kiosk Operator agree to exercise the first Renewal Term of the Kiosk Agreement for five years. Property Owner and Kiosk Operator agree the Initial Term of the Kiosk Agreement expires December 14, 2021 and the Renewal Term shall commence December 15, 2021 and continue through January 31, 2027.
3. Property Owner and Kiosk Operator acknowledge the monthly lease rate will remain at \$550 per month. Kiosk Operator will pay the lease amount by the 10th day of the following month. Payments will be made to [REDACTED] by Auto Bank Draft directly to the bank of Property Owner.
4. Property Owner and Kiosk Operator acknowledge that there is still one (1) more Renewal Term of five (5) years after this one is exercised.
5. The Notice Address of the Property Owner in Section 15.2 of the Kiosk Agreement is changed to [REDACTED]
6. Unless modified herein, all other terms and provisions contained in the Kiosk Agreement or any other Amendment of the Kiosk Agreement as referenced above remain in full force and effect as originally established between the parties. Except as otherwise set forth herein both parties confirm and ratify the Kiosk Agreement as referenced herein.

Executed effective as of the date first set forth above with full intent to be bound thereby.

PROPERTY OWNERS:

[REDACTED]

[REDACTED]

By: _____
Name: _____
Title: _____

[REDACTED]

By: _____
Name: _____
Title: _____

[REDACTED]

KIOSK OPERATOR:

[REDACTED]

Kiosk Location Agreement

This Kiosk Location Agreement is entered into as of 12/14/2016 by and between [REDACTED] with its principle office located at [REDACTED] with its principal office located at [REDACTED]

The terms of the Agreement, including any attachments, exhibits, and amendments to it, apply to the self-service Kiosk which PPI & WV will install, own and operate at the Property Owner's location.

1. Definitions

- 1.1 "Customer(s)" means the end-user who purchases ice and/or water from the Kiosk.
- 1.2 "Kiosk" means the Ice and Water Vendors' branded Kiosk that allows Customers to purchase ice and water.
- 1.3 "Location" means the Property Owners' site at [REDACTED]
- 1.4 Collectively, [REDACTED] and Property Owner may be referred to as the "Party" or the "Parties."

2. Term

This Agreement will continue in effect for five (5) years from its Effective Date (the "Initial Term.") Following the Initial Term, this Agreement shall have two(2) additional renewal options of five(5) year terms ("Renewal Term") unless [REDACTED] provides at least a 30-day written notice to Property Owner of its desire not to renew prior to the start of the applicable Renewal Term.

3. Operation of Kiosk

- 3.1 Property Owner grants [REDACTED] the right to install, maintain, and operate one Kiosk on the Location site. [REDACTED] will use commercially reasonable efforts to install Kiosk according to the schedule agreed upon by the parties.
- 3.2 Property Owner grants [REDACTED] the right to maintain and operate Kiosk which includes (a) servicing (washing, cleaning, maintenance) of the Kiosk by [REDACTED]'s personnel and representatives; (b) sale of ice and water to Customers.
- 3.3 [REDACTED] will comply with business licensing requirements, including installation permits, taxes on equipment and legal requirements affecting placement of Kiosk.

4. Responsibilities and Duties

- 4.1 [REDACTED] will provide electrical connection, water supply, and sewer connection, with an isolated dedicated 100 or 200 amp circuit (as needed) with an isolated, dedicated ground is required for the Kiosk, at [REDACTED]'s expense.

- 4.2 [REDACTED] will provide and pay for separately metered monthly electrical power bill by their due date. If water supply is common to property building structure on the Location, then [REDACTED] will pay 100% of property water bill timely by due dates. Property Owner shall not knowingly cause any interruption of any of these services and agree to notify [REDACTED] should they become aware of any interruption of services.
- 4.3 Property Owner will try to keep the area surrounding Kiosk clear of any obstacles that may hinder Customers' use of Kiosk.
- 4.4 [REDACTED] will be solely responsible for the installation, maintenance, storm damage repairs done in a timely manner, operation, and removal of the Kiosk from the Location, including payment of any related third-party fees or charges.
- 4.5 During the Term of this Agreement, [REDACTED] will maintain commercial general liability insurance with limits of not less than \$2,000,000.00.

5. Exclusivity

Property Owner agrees that they will not allow any other ice & water vending or ice and water store to be installed or leased at the Location.

6. Customer Service

[REDACTED] will provide all Kiosk related service and support to Kiosk Customers, and will provide a telephone number on the Kiosk for customer service inquiries.

7. Payments

[REDACTED] will pay Property Owner a monthly lease rate of \$550 per month starting with the first day that the Kiosk is in service, and will be paid by the 15th day of the following month. Payments will be made to [REDACTED], and mailed to:
[REDACTED]

8. Title and Risk of Loss

Property Owner will not place a lien upon, pledge, or otherwise encumber the Kiosk. All rights, title, and interest in and to the Kiosk will remain exclusively with [REDACTED]. Property Owner will have no right, title, or interest in the Kiosk. Property Owner will not remove or alter any [REDACTED] or other mark, copyright, or proprietary notice on the Kiosk. Any vandalism to the Kiosk or risk of loss will remain with [REDACTED] exclusively.

9. Termination

Either party may terminate this Agreement under the following circumstances:

- 9.1 If the other party (a) becomes insolvent or unable to pay its debts as they mature within the meaning of the Unites States Bankruptcy Code or any successor statute; (b) makes an assignment for the benefit of its creditors; (c) files or has filed against it, voluntarily or involuntarily, a petition under the Unites States Bankruptcy Code.

- 9.2 Upon the other party's breach of any material term of this Agreement and failure to cure the breach within 30 days following written notice thereof.
- 9.3 Upon expiration of term, Initial or Renewal, [REDACTED] will remove Kiosk from the Property Owner's Location within 30 days following the written termination or expiration of this Agreement.
- 9.4 [REDACTED] may terminate this agreement due to excessive vandalism.

10. Representations and Warranties

- 10.1 Mutual Representations and Warranties. Each party represents to the other that it has full capacity, power and authority to enter into, execute, deliver and perform this Agreement; and that it will perform its obligations under this Agreement in a professional and workmanlike manner consistent with generally accepted industry standards.

11. Indemnification

- 11.1 [REDACTED] will, at its expense, defend, indemnify and hold Property Owner harmless from any third-party suit brought against Property Owner to the extent that such a suit alleges that the Kiosk or its uses or infringes a patent, copyright or trade secret.

12. Limitation of Liability

- 12.1 Neither party will be liable to the other for any indirect, incidental, consequential, special or punitive damages, for loss of time, opportunity or data, whether in an action or contract, tort, product liability, strict liability, statute, law, equity or otherwise.
- 12.2 Notwithstanding the preceding paragraph, a party's liability for (a) personal injury, including death, will be unlimited to the extent caused by its negligence or willful misconduct; (b) physical damage to tangible real or personal property will be the amount of direct damages, to the extent caused by its negligence or willful misconduct, up to \$1,000,000 per occurrence.

13. Confidentiality

- 13.1 Confidential Information. "Confidential Information" means a party's trade secrets and any other non-public or proprietary information disclosed in documents or other tangibles from this Agreement. All information provided by [REDACTED] shall be the exclusive property and confidential information of [REDACTED]. Property Owner shall comply with all applicable federal, state and local laws and regulations governing the use, protection, and disclosure of this information and shall indemnify and hold [REDACTED] and its licensors and affiliates harmless against any claims arising from Property Owner's breach of such laws or regulations.

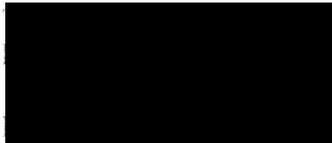
14. Dispute Resolution

- 14.1 Kansas law governs this Agreement, transactions occurring under it, and the relationships created by it. Each party agrees to give the other prompt written notice of any claim, controversy or dispute arising out of or related to this Agreement, and both parties agree to promptly engage in good faith discussions to resolve the matter. Neither party may bring a claim more than two years after the underlying cause of action first accrues.

15. General Terms

- 15.1 Force Majeure. Neither party will be liable for failing to fulfill its obligations due to acts of God or government, civil commotion, military authority, war, riots, terrorism, strikes, fire, severe weather conditions or other causes beyond its reasonable control.

- 15.2 Notices. All notices between the parties must be in writing and will be deemed given as of the day they are received either by messenger, air freight service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

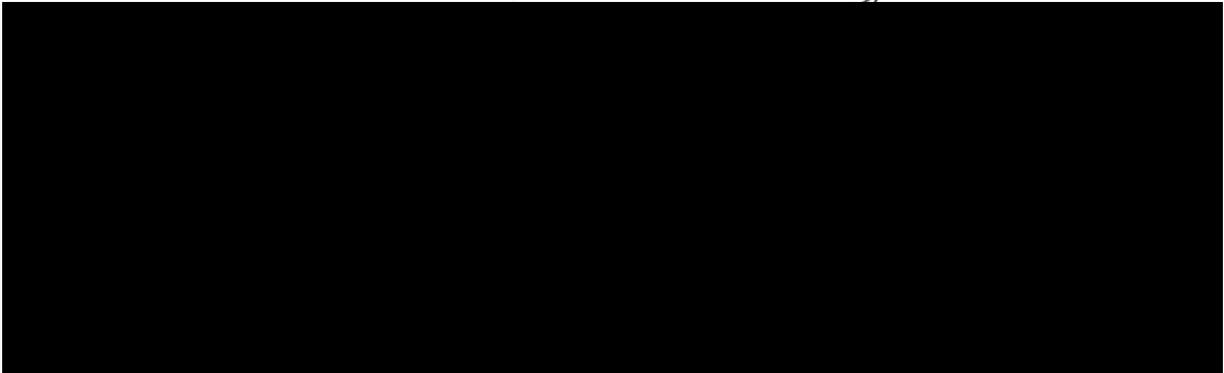


or to such other address as the party to receive the notice or request so designates by written notice to the other party.

- 15.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 15.4 No Joint Venture. The Parties are operating as independent contractors, and nothing in this Agreement will be construed as creating a property ownership, franchise, joint-venture, employer-employee, or agency relationship.
- 15.5 Waiver. No waiver of breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same, or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
- 15.6 Assignment. Either Party may assign its rights and obligations hereunder to:
(a) any corporation or other entity resulting from any merger or other reorganization of the party; (b) any corporation, property ownership, limited liability company, or other person or entity to which the party may transfer all or substantially all of its assets or business existing at the time.
- 15.7 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

15.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements. It may not be modified or amended except by a written agreement by the Parties' respective duly authorized officers.

IN WITNESS WHEREOF, each party represents that it has caused this Agreement to be signed by duly authorized officers.



RENEWAL AGREEMENT OF KIOSK LOCATION AGREEMENT

THIS RENEWAL AGREEMENT OF KIOSK LOCATION AGREEMENT is made and entered into effective the 1st day of July 2023 by and between [REDACTED] as "Property Owner" and [REDACTED], a Kansas limited liability company as "Kiosk Operator".

WHEREAS, [REDACTED] (Original Property Owner") and Kiosk Operator executed that certain Kiosk Location Agreement dated December 14, 2016 (the "Kiosk Agreement") for premises located at [REDACTED] ("Premises"); and

WHEREAS, the Kiosk Agreement was assigned from Original Property Owner to [REDACTED] and

WHEREAS, Property Owner and Kiosk Operator both desire to exercise a renewal option of the Kiosk Agreement.

NOW THEREFORE, the parties do hereby agree as follows:

1. The recitals set forth above are hereby incorporated into and made a part of the terms, provisions, covenants and promises of this Agreement. Capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Kiosk Agreement.
2. Property Owner and Kiosk Operator agree to exercise the first Renewal Term of the Kiosk Agreement for five years. Property Owner and Kiosk Operator agree the Initial Term of the Kiosk Agreement expires June 30, 2023 and the Renewal Term shall commence July 1, 2023 and continue through June 30, 2028.
3. Property Owner and Kiosk Operator acknowledge the monthly lease rate will be \$550 per month. Kiosk Operator will pay the lease amount by the 10th day of the following month. Payments will be made to [REDACTED] by Auto Bank Draft directly to the bank of Property Owner.
4. Property Owner and Kiosk Operator acknowledge that there are two (2) more Renewal Terms of five (5) years after this one is exercised.
5. The Notice Address of the Property Owner in Section 15.2 of the Kiosk Agreement is changed to [REDACTED]
6. Unless modified herein, all other terms and provisions contained in the Kiosk Agreement or any other Amendment of the Kiosk Agreement as referenced above remain in full force and effect as originally established between the parties. Except as otherwise set forth herein both parties confirm and ratify the Kiosk Agreement as referenced herein.

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PROPERTY OWNERS:



KIOSK OPERATOR:

