

## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is effective as of the 1st day of June 2024, by and between RDK Investments LLC, an Idaho limited liability company ("Lessor"), and Swaggart Brothers Inc, An Oregon corporation ("Lessee").

### RECITALS

A. Lessor is the owner of real property consisting of approximately 2.59 acres of land (the "Land") and an office/shop of approximately 6,054 sq ft. (the "Building") and having a street address of 13207 N. Dekay Road, Pocatello, ID 83201 (collectively the "Real Property"); and

B. Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, the Real Property, together with all buildings, structures, fixtures, improvements, additions, alterations and attached equipment located thereon, pursuant to the terms and conditions set forth herein; and

C. Lessor and Lessee are currently parties to a Lease Agreement for the Real Property dated June 1, 2014, which Lease Agreement shall be replaced by this Lease.

NOW THEREFORE, in consideration of the foregoing, the mutual promises, covenants, representations and warranties hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Leased Premises. Lessor hereby leases to Lessee, and Lessee leases from Lessor, the Real Property (the "Leased Premises"), subject to the terms and conditions set forth herein. The Leased Premise legal description is provided on Exhibit "A" attached hereto.
2. Term and Possession.
  - a) Initial Term. The term of this Lease shall begin on June 1, 2024 (the "Commencement Date") and end on May 31, 2026, unless sooner terminated by Lessee as provided below (the "Initial Term").
  - b) Renewal Options. The term of this Lease may be extended for an additional 2 years upon written agreement between the parties (a "Renewal Term") on the same terms and conditions set forth herein and no later than 6 months prior to the expiration of the Initial Term. The Initial Term and each Renewal Term, if any, shall be referred to collectively herein as the "Term."
  - c) Quiet Enjoyment. Lessor covenants that, as of the Commencement Date, it will hold fee simple title to the Leased Premises and have full power and authority to lease and demise the same to Lessee on the terms and conditions set forth herein and that Lessee, upon payment of the Monthly Rental (as hereinafter defined) and performance of all of the covenants and conditions of this Lease, shall have the quiet and undisturbed possession of the Leased Premises during the Term hereof without any interruption by Lessor or any person claiming by, under or through Lessor, subject to all of the provisions of this Lease.
3. Acceptance of Leased Premises. Effective as of the Commencement Date, Lessee represents and warrants to Lessor that:
  - a) Lessee assumes all responsibility regarding the condition of the Leased Premises and the suitability of the Leased Premises for Lessee's intended use as the same relate to Lessee's occupancy of the Leased Premises for the Term of this Lease.

- b) Lessor has not made and does not make any oral or written representations or warranties with respect to the condition of the Leased Premises, the design or condition of the Leased Premises, its merchantability or its fitness or capacity or durability for any particular purpose, or the quality of the material or workmanship of any improvements, other than as specifically set forth in this Lease.
  - c) Lessee expressly disclaims any reliance upon statements made by Lessor not contained within this Lease and, except as otherwise expressly set forth herein, has unconditionally accepted the Leased Premises in its "as is, where is" condition.
  - d) Except as otherwise expressly set forth herein, Lessee acknowledges and agrees that Lessor shall have no liability to Lessee for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the Leased Premises or Lessee's use and occupancy of the same, or by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability, negligence or otherwise, except caused by the gross negligence or willful misconduct of Lessor, its agents or employees, or the breach by Lessor of its obligations set forth in this Lease.
4. Rent.
- a) Monthly Rental. As of the Commencement Date and during the Initial Term, as well as during each Renewal term, if any, that Lessee properly exercises, Lessee agrees to pay monthly rental for the Leased Premises (the "Monthly Rental"), without offset or deduction, in the amount of Seven Thousand Two Hundred Dollars (\$7,200.00).
  - b) Payment of Monthly Rental. The first payment of the Monthly Rental shall be due on the Commencement Date and on the first (1<sup>st</sup>) day of each successive calendar month thereafter during the Term hereof. The Monthly Rental due hereunder shall be prorated for any period less than a full calendar month. Lessee shall pay the Monthly Rental in advance, without any prior demand therefore and without any abatement, deduction, defense, counterclaim, recoupment or offset whatsoever, in lawful money of the United States of America, to Lessor as minimum monthly rent for the Leased Premises for such month. Lessee shall make all payments by electronic deposit to the bank account provided by Lessor.
  - c) Absolute Net Rent. The Monthly Rental shall be net to Lessor in each month during the Term of this Lease. Except as otherwise specifically stated to the contrary in this Lease, all costs, expenses, and obligations of every kind relating to the Leased Premises which may arise or become due during the Term of this Lease including, but not limited to, real estate taxes, insurance, utilities, operating expenses and repair and replacement expenses, shall be paid by Lessee, and Lessor shall be indemnified by Lessee against such costs, expenses and obligations.
  - d) Late Charge. Lessee acknowledges that late payment by Lessee to Lessor of Monthly Rental or any other sums due hereunder could or will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Lessor by the terms of any mortgage, deed of trust or other lien covering the Leased Premises. Therefore, if Lessee fails to make any payment of Monthly Rental or other amounts required of Lessee under this Lease within fifteen (15) days of the date such amount is due as set forth in this Lease, then, in addition to any other amounts recoverable by Lessor hereunder or any other rights of Lessor stated in this Lease or available under Idaho law, Lessee shall immediately and without the necessity of demand by Lessor, pay to Lessor a late charge in an amount equal to five percent (5%) of such late Monthly Rental or other amounts. The parties agree that such late charge

represents a fair and reasonable estimate of the costs that Lessor may or will incur by reason of Lessee's failure to pay when due.

5. Use of Leased Premises. Lessee shall use and occupy the Leased Premises for any legal purpose provided that Lessee shall conduct its business on the Leased Premises in compliance with all federal, state, or municipal statutes, regulations and ordinances, agrees to keep the Leased Premises in a clean and sanitary condition, and agrees to use all reasonable precaution to prevent waste, damage or injury to the Leased Premises. Lessee shall not do or permit anything to be done in or about the Leased Premises which would constitute a nuisance. Further, Lessee shall not do or permit anything to be done on or about the Leased Premises, nor bring or keep anything thereon, which will in any way increase the existing rate or affect any fire or other insurance policy or cause a cancellation of any insurance policy covering the Leased Premises.
6. Real Estate Taxes and Assessments. Commencing as of the Commencement Date, Lessee shall be responsible for, and shall pay, all Real Estate Taxes and Assessments levied, assessed or payable prior to delinquency against the Leased Premises. For purposes of this Lease, the term "Real Estate Taxes and Assessments" shall mean all taxes, assessments, levies, and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, that shall or may be during the Term assessed, levied, charged, confirmed, imposed upon or become payable out of or become a lien on the Leased Premises, but shall not include any municipal, state, or federal transfer, sales, use, or franchise taxes, or any income, profits, or revenue tax, assessment or charge imposed upon the Monthly Rental received as such by Lessor under this Lease. Lessee shall pay promptly as and when due, and prior to delinquency, all Real Estate Taxes and Assessments, and provide evidence to Lessor in writing of such payment within thirty (30) days thereof. Lessor may elect to pay the property taxes directly, in which case, Lessee agrees to reimburse Lessor for Lessee's share of the property taxes on request by Lessor.

Lessee shall pay and discharge, as and when due and prior to delinquency, all personal property taxes that may be imposed upon the equipment, fixtures, and other personal property of Lessee at or related to the Leased Premises.

7. Insurance and Indemnification.

- a) Lessee's Insurance. Lessee shall obtain and at all times during the Term of this Lease keep in full force and effect, at its sole cost and expense, the following insurance (the "Lessee's Insurance") with a responsible insurance company or companies admitted to do business in the State of Idaho, with an A.M. Best rating of A- or better, and otherwise reasonably acceptable to Lessor:
  - i. Fire and "all risk" extended coverage insurance (also referred to as "Special Causes of Loss" form property insurance) for not less than the full replacement value of the Building. Lessee shall be responsible to ensure that "full replacement value" coverage is adjusted and increased no less than annually as replacement value of the Building changes and shall also include coverage for damage or destruction caused by acts of "Terrorists" (or such policy shall have no exclusion from coverage with respect thereto) and flood insurance if any part of the Property is located in an area now or hereafter designated by the Federal Emergency Management Agency as Flood Zone "A" or "V" or such other Special Hazard Flood Area if Lender so requires in its sole discretion.
  - ii. Comprehensive commercial general liability insurance issued on an occurrence basis in which the limits of liability for primary coverage shall not be less than Five Hundred Thousand and 00/100 Dollars (\$500,000) per occurrence, not less than One Million and

00/100 Dollars (\$1,000,000) in the aggregate, with property damage limits of One Million and 00/100 Dollars (\$1,000,000).

- iii. Property coverage and contents insurance for all of Lessee's fixtures, furnishings, equipment and inventory.
  - iv. Rental interruption insurance in an amount at least equal to the Monthly Rental for a period of at least eighteen (18) months.
  - v. Workers' compensation and employer liability coverage as may be required by the State of Idaho.
- b) Evidence of Lessee's Insurance. On or before the Commencement Date, Lessee shall provide to Lessor evidence of the insurance coverage required to be maintained by Lessee under this Section 7, represented by Certificates of Insurance issued by the insurance carrier(s). The insurance coverage required in Section 7(a)(i) hereof shall include Lessor and its mortgagee as loss payees thereunder and the insurance coverage required in Section 7(a)(ii) hereof shall include Lessor and its mortgagee as additional insureds thereunder, and each such policy shall contain cross-liability and severability of interest endorsements, state that such insurance is primary insurance as regards any other insurance carried by Lessee and contain a waiver of subrogation in favor of Lessor. All such Certificates of Insurance required in this Section shall (i) state that Lessor will be notified in writing thirty (30) days prior to cancellation, material change or non-renewal of insurance; and (ii) have deductibles no greater than \$40,000 per occurrence; and (iii) be paid annually in advance. Renewal certificates shall be provided to Lessor as soon as practical following the renewal date or dates under such policies of insurance.
- c) Indemnification. Except as resulting from the willful or grossly negligent acts or omissions of Lessor and its agents, Lessee shall indemnify and hold Lessor and its agents, employees, contractors, successors and assigns harmless from and against any and all losses, claims and damages arising from the possession and use of the Leased Premises for the conduct of its business or from any activity, work or thing done, permitted or suffered by Lessee in or about the Leased Premises, and shall further indemnify and hold Lessor and its agents, employees, contractors, successors and assigns harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the part of Lessee to be performed under the terms of this Lease, or arising from any act or gross negligence of Lessee or any of its agents, contractors or employees, from and against all costs, attorney's fees, expenses and liabilities incurred in or about or related to any such claim, losses and damages or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense. In no event shall either party be liable for consequential or special damages. Except as resulting from the willful or grossly negligent acts or omissions of Lessor and its agents, Lessor shall not be liable for injury or death which may be sustained by or to any person or any property of Lessee, or its employees, invitees or customers, or any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas or water, which may leak or flow from or into any part of the Leased Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, or from any conditions whatsoever existing or arising upon the Leased Premises.

- d) Mutual Waiver of Subrogation. Without limiting the obligation of Lessee to maintain insurance which permits waiver of subrogation (unless otherwise approved in writing by Lessor) and notwithstanding the indemnification provisions set forth above or anything else to the contrary set forth herein, Lessor and Lessee hereby waive all causes of action and rights of recovery against each other, against all subtenants or assignees of Lessee and against any other person or entity holding an interest in the Leased Premises (together, the "Affected Parties"), and against the agents, officers, employees, and invitees of the Affected Parties for any loss occurring to the property of the Affected Parties resulting from any of the perils insured against under any and all fire or other extended casualty insurance policies in effect at the time of any such loss regardless of cause or origin of such loss.
8. Maintenance, Repairs and Replacements.
- a) During the Term hereof and except as otherwise stated in 8(c) below, Lessee shall, at its sole cost and expense, take good and reasonable care of the entire Leased Premises including, without limitation, the roof, structural systems (e.g. plumbing, electrical, water, sanitary systems), docks, overhead doors, parking lots and driveways, masonry walls, all plate glass and windows, equipment, security structures and features, electric gates, fences, equipment, heaters, HVAC and all other components of the Leased Premises, undertake and perform all necessary maintenance and repairs and replacements as shall be reasonably necessary to keep the Leased Premises and all systems therein in good working condition and repair. Further, Lessee shall, at its sole cost and expense, be responsible for snow removal, weed control, and lawn care on the Leased Premises. Replacement by Lessee, as required above, shall be with new items or materials and shall be of a quality equal to or better than those originally employed or installed. If Lessee refuses or neglects to make repairs, replacements and/or maintain the Leased Premises, or any part thereof, in a manner reasonably satisfactory to Lessor, Lessor shall have the right, upon giving Lessee reasonable written notice of its election to do so, to make repairs or replacements or perform maintenance on behalf of and for the account of Lessee. Lessee shall immediately upon demand pay Lessor for its work in an amount equal to the cost thereof.
- b) Lessee agrees that all damage or injury done to the Leased Premises by Lessee or by any person, other than Lessor or those controlled or contracted by Lessor, who may be in or upon the Leased Premises, shall be repaired by Lessee at its sole expense. Lessee further agrees at the expiration of this Lease or upon the earlier termination thereof, to quit and surrender the Leased Premises in good condition and repair, reasonable wear excepted. Notwithstanding anything to the contrary contained in this Lease, nothing contained in this Section shall act or be interpreted so as to prohibit Lessor or Lessee from collecting any amounts covered by fire or other extended casualty insurance and, no party shall be liable to the other for damages to the Leased Premises to the extent those damages are compensated in full by such insurance and the proceeds thereof are paid to or received by the damaged party and adequate therefore.
- c) Lessor shall be responsible for major repairs and replacement on the Leased Premises that are capital in nature if determined that such items have reached their useful life and are beyond repair (e.g., replacement of the roof, replacement of the HVAC equipment).
9. Utilities and Services. Lessee shall be solely responsible for the delivery and distribution within the Leased Premises of water, sewer, electricity, gas, telephone, internet and all other utilities and services used by Lessee on the Leased Premises. Lessee agrees, at its own expense, to pay prior to delinquency for all water, sewer, electricity, gas, telephone, internet and all other similar utilities and services used by Lessee with respect to the Leased Premises, which shall be billed directly to Lessee from and after the Commencement Date. If any such charges are not paid when due, Lessor may pay the same, and any amounts paid by Lessor shall thereupon be payable immediately to Lessor by Lessee upon demand

by Lessor. Lessor shall not be liable, except for willful or grossly negligent acts or omissions, and the Monthly Rental and other payments to Lessor shall not abate, for any failure or interruption of any utility or other service being furnished to the Leased Premises, and no such failure or interruption shall constitute a constructive eviction or otherwise entitle Lessee to terminate this Lease. Lessee shall not make any alteration to the electrical system at the Leased Premises or connect any high wattage electrical equipment, without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided that Lessee pays the costs of any modifications to the Leased Premises necessitated by such usage.

10. Alterations, Additions or Improvements by Lessee. Lessee shall not make, or suffer to be made, any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. The Lessor shall generally consent to alterations, additions, or improvements which do not adversely affect the value of the Leased Premises and which do not adversely affect the structure or operation thereof. Lessee covenants and agrees that all alterations, additions improvements, or other work done by Lessee to the Leased Premises shall be performed in a good and workmanlike manner, using quality materials, and in full compliance with plans and specifications approved in advance by Lessor and all laws, rules, orders, ordinances, directions, regulations, and requirements of law or Lessor's insurance companies. Lessee shall pay all costs for such alterations, additions, and improvements including any alterations, additions, or improvements to the Leased Premises required by any governmental agency during the Term hereof. Lessee shall provide to Lessor evidence of "builder's risk" coverage in advance of commencement of any alterations, additions, or improvements. Lessee shall keep the Leased Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. Lessee hereby indemnifies Lessor against liens, costs, damages, and expenses with respect to any such Lessee alteration, addition, or improvement. Unless otherwise agreed to in writing, all alterations, additions, and improvements to the Leased Premises by Lessee shall become part of the Leased Premises and belong to Lessor and, at the end of the Term hereof, shall remain on the Leased Premises without compensation of any kind to Lessee, except that any trade fixtures, equipment and personal property which are installed and paid for by Lessee shall remain the property of Lessee and shall be removed by Lessee during the Term hereof. Further, Lessee shall repair any damage to the remaining Improvements and to the Leased Premises caused by the removal of such fixtures, equipment and personal property and shall restore the Leased Premises to good condition and repair, reasonable wear excepted.
11. Environmental Compliance by Lessee. Lessee shall comply with all applicable local, state or federal rules, regulations or statutes concerning use, storage and disposal of any Hazardous Materials (as hereinafter defined) brought onto, used, or stored on the Leased Premises, and shall properly report and clean any spill or other contamination on or about the Leased Premises. In the event of any contamination occurring during the Term hereof, Lessee shall pay the full costs of all investigations, studies, proceedings, cleanup, and remediation that may be required and shall restore the Leased Premises to its pre-contamination condition at Lessee's sole cost and expense. Lessee hereby agrees that at any time during the Term, Lessor or its representatives may perform any testing upon the Leased Premises that Lessor deems reasonably necessary for the evaluation of environmental risks. Upon the expiration or sooner termination of the Term of this Lease, Lessee covenants to remove from the Leased Premises, at its sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment during the term of this Lease and still located on the Leased Premises, by Lessee or Lessee's agents, employees, subtenants, assignees, contractors or invitees. Lessee's obligations under this Section shall survive the expiration or earlier termination of the Term of this Lease and shall be in effect for as long as Lessor may be liable under applicable laws.

To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect, and hold harmless Lessor and its successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including, without limitation, loss, or restriction on use of the Leased Premises and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) incurred by or assessed against Lessor that arise during or after the Term hereof directly or indirectly from the presence of Hazardous Materials on, in, or about the Leased Premises which is or was caused or permitted by Lessee or its agents, employees, invitees or contractors during the Term hereof. The indemnities contained herein shall survive the expiration or earlier termination of the Term of this Lease.

As used herein "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances, or wastes including (a) any material, substances, or wastes that are toxic, ignitable, corrosive, or reactive or that are at any time regulated by any local governmental authority, any agency of the State of Idaho, or any agency of the United States government; (b) petroleum and petroleum-based products; (c) urea formaldehyde foam insulation; (d) polychlorinated biphenyls ("PCBs"); (e) Freon and other chlorofluorocarbons; (f) asbestos and asbestos-containing materials; and (g) any and all materials or substances that are at any time defined as "hazardous waste" or a "hazardous substance" pursuant to local, state or federal law.

#### 12. Lessor's Reserved Rights

- a) Entry by Lessor. Lessor and its agents and employees shall have the right to enter the Leased Premises at all reasonable times, to examine the same, and to make such maintenance, repairs, alterations, additions, and improvements to the Leased Premises as Lessor is obligated or may elect to make. Lessor shall take reasonable precautions to minimize the disruption to Lessee of any entry to the Leased Premises by Lessor as provided in this Section. Lessor agrees that Lessor shall treat all non-public information obtained as a result of such entry as confidential and shall not, without written authorization from Lessee, release or share such information with any third party exception as may be required by law.
- b) Transfer by Lessor. Lessor may transfer or assign its interest in the Leased Premises and this Lease without the consent of Lessee, at any time and from time to time, provided that such transferee agree not to disturb Lessee's rights as provided in this Lease. The obligations of Lessor pursuant to this Lease shall be binding upon Lessor and its successors and assigns only during their respective periods of ownership.
- c) Default by Lessor. Lessor shall not be liable to Lessee if Lessor is unable to fulfill any of its obligations under this Lease to the extent Lessor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Lessor's reasonable control. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor, specifying Lessor's failure to perform such obligation; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation. Lessee may not offset against any Monthly Rental or other amount due from Lessee under this Lease any amount due or claimed to be due to Lessee from Lessor, whether arising pursuant to this Lease or otherwise. In addition to all other remedies available at law or in equity, upon the failure of Lessor to cure a breach of this Lease within thirty (30) days following written notice thereof (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, Lessor commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Lessee shall have the right to perform such obligation contained in this Lease on

behalf of Lessor and be reimbursed by Lessor upon demand for the reasonable cost thereof. Any notice of default sent by Lessee to Lessor shall be simultaneously sent in the same manner to Lessor's mortgagee, provided that Lessee has been provided with such mortgagee's name, mailing address and email address. Mortgagee shall have the right and option, in its sole discretion (but without the obligation to) cure Lessor's defaults and shall have an additional period of thirty (30) days after Lessor's cure period expires within which to effect a cure, if mortgagee elects to do so.

- d) Subordination. This Lease may, at the option of Lessor, be subordinated to any ground leases, mortgages, deeds of trust or other liens which may hereafter affect the Leased Premises or any part thereof, and Lessee will execute and deliver upon the demand of Lessor from time to time any and all instruments reasonably desired by Lessor, effecting a subordination of this Lease in the manner requested by Lessor to such ground lease, mortgage, deed of trust, or other lien, provided that in the event of the termination of such ground lease or foreclosure of such mortgage, deed of trust or lien, any successor to any interest of Lessor in the Leased Premises will not disturb Lessee's possession of the Leased Premises, if Lessee attorns to such successor as Lessor and otherwise performs its obligations under this Lease. Lessee agrees to attorn to any landlord under any ground lease affecting the Leased Premises in the event of the termination or cancellation of such ground lease or to any purchaser upon foreclosure or sale pursuant to any mortgage, deed of trust or other lien. Lessee shall, upon request by Lessor or Lessor's mortgagee, execute and deliver any and all instruments (including mortgagee's form of subordination, non-disturbance and attornment agreement) that may be required by Lessor or its mortgagee to effect and evidence such subordination, and to evidence Lessee's agreement to attorn to the mortgagee or any purchaser upon foreclosure or sale pursuant to any mortgage, deed of trust or other lien.
- e) Estoppel Certificate. Lessee shall upon thirty (30) days' prior written notice from Lessor execute, acknowledge, and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modifications and certifying that this Lease, as so modified, is in full force and effect; (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor hereunder or specifying such defaults if any are claimed; (iii) setting forth the Term hereof; and (iv) stating the amount of the Monthly Rental being paid by Lessee. Any such statement may be relied upon by any then existing or prospective lessor, purchaser, or encumbrancer, and their successors and assigns, of all or any portion of the Leased Premises.

13. Assignment or Subletting.

- a) Consent Required. Lessee shall not assign, sublease, or otherwise transfer, by operation of law or otherwise, this Lease or the Leased Premises or any interest herein or portion thereof without the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole discretion. Lessor may condition its consent to any assignment or sublease on the execution by such assignee or sublessee of a written assumption by such assignee or sublessee of the obligations of Lessee under this Lease and upon Lessor's determination that the proposed assignee or subtenant is financially responsible as a tenant and will conduct a business on the Leased Premises in compliance with all permits, laws, ordinances, and regulations governing the Leased Premises. Notwithstanding the foregoing, Lessee may assign or transfer this Lease or Lessee's interest herein, and may sublet the Leased Premises or any part thereof to a parent, subsidiary, affiliate or similarly related entity without Lessor's consent upon written notice thereof to Lessor, provided such entity executes such documentation required by Lessor that assumes liability for all obligations contained in this Lease.
- b) No Release. Lessor's consent to any sale, assignment, encumbrance, subleasing, occupation, or other transfer shall not release Lessee from any of Lessee's obligations hereunder or be deemed

to be a consent to any subsequent assignment, subleasing, or occupation unless Lessor so agrees in writing. The collection or acceptance of Monthly Rental or other payment by Lessor from any person other than Lessee shall not be deemed the acceptance of any assignee or subtenant as the tenant hereunder or a release of Lessee from any obligation under this Lease.

14. Damage or Destruction.

- a) Repair and Reconstruction Obligation. If at any time during the Term hereof all or a portion of the Leased Premises are damaged or destroyed by fire or other casualty, this Lease shall remain in full force and effect, and Lessor shall repair and reconstruct the Leased Premises to substantially the same condition in which it existed immediately before such damage or destruction, all insurance proceeds shall be paid to Lessor, and insurance proceeds shall be disbursed to the contractor for the repair and reconstruction of the Leased Premises. Notwithstanding the foregoing, the obligation to repair and reconstruct shall exist only if Lessor's secured lender allows the insurance proceeds to be used for this purpose, and if not, then either Lessor or Lessee shall have the right to terminate this Lease within sixty (60) days of the damage or destruction event, whereupon neither party shall have any further obligations under this Lease.
- b) Abatement. If the Leased Premises is damaged or destroyed by fire or other casualty, the Monthly Rental shall abate proportionately during the period and to the extent that the Leased Premises is unfit for use by Lessee in the ordinary conduct of its business, determined in Lessee's sole but reasonable discretion. Any such abatement shall be calculated on a pro rata basis based upon the square footage of the Leased Premises rendered unfit for use by Lessee in the ordinary course of business. Notwithstanding the foregoing, if the Leased Premises is damaged by fire or other casualty resulting from the fault or gross negligence of Lessee or any of Lessee's agents, employees, contractors, licensees or invitees, the Monthly Rental shall not be diminished during the repair of such damage, and Lessee shall be liable to Lessor for the cost and expense of the repair and restoration of the Leased Premises caused thereby to the extent such cost and expense is not covered by insurance proceeds.

15. Condemnation. If the whole of the Leased Premises shall be taken or condemned by any competent authority for any public use or purpose or sold in lieu of such taken or condemnation, then this Lease shall terminate on the day prior to the taking of possession by such authority or on the day prior to the vesting of title in such authority, whichever first occurs, and Monthly Rental hereunder shall be paid to and adjusted as of that day. If a portion of the Leased Premises shall be condemned or taken and, as a result thereof, there shall be such a major change in the character of the Leased Premises as to prevent Lessee from using the same in substantially the same manner as previously used, in Lessee's sole but reasonable discretion, then in that event, Lessee may either cancel and terminate this Lease, as of the date when the part of the Leased Premises so taken or condemned shall be required for such public purpose, or Lessee may continue to occupy the remaining portion, provided, however, that Lessee shall give written notice to Lessor, within fifteen (15) days after the date of any taking or vesting of title, of its election. In the event Lessee shall remain in possession and occupation of the remaining portion, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the Monthly Rental shall be equitably adjusted according to the amount and value of such remaining space.

The entire award of damages or compensation for the Leased Premises taken, or the amount paid pursuant to private purchase in lieu thereof, whether such condemnation or sale be total or partial, shall belong to and be the property of Lessor, and Lessee hereby assigns to Lessor any rights it may have at law or in equity to any and all such award or purchase price. Nothing herein contained shall be deemed or construed to prevent Lessee from interposing and prosecuting in any condemnation proceeding a claim for the value of any trade fixtures installed in the Leased Premises, and the cost,

loss, or damages sustained by Lessee as the result of any alterations, modifications, or repairs which may be reasonably required of Lessee in order to place the remaining portion of the Leased Premises not so condemned in a suitable condition for Lessee's further occupancy.

16. Lessee Default and Remedies.

- a) Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default": (i) the failure by Lessee to make any payment of Monthly Rental or any other payments required to be made by Lessee under this Lease within fifteen (15) days after the date such payment is due; (ii) the failure by Lessee to observe or perform any of the provisions of this Lease to be observed or performed by the Lessee if such failure continues for a period of thirty (30) days, or such other period if this Lease specifically provides a different period for a particular failure, after written notice by Lessor to Lessee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within thirty (30) days, an Event of Default shall not be considered to have occurred if Lessee commences to cure such failure within such thirty (30) day period and continues to proceed diligently with the cure of such failure; (iii) at Lessor's option, if Lessee abandons or vacates the Leased Premises; (iv) cancellation or non-renewal of any insurance policies required to be kept and maintained by Lessee, or Lessee's failure to provide renewal certificates when required under Section 7(b) above; or (v) the failure by Lessee to pay its obligations as they become due, the making of any general assignment or general arrangement for the benefit of creditors by Lessee, or the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under bankruptcy law or laws affecting creditor's rights unless, in the case of a petition filed against Lessee, such petition is dismissed within sixty (60) days.
- b) Lessor Remedies. On the occurrence of an Event of Default, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of such default or breach, exercise any rights or remedies Lessor may have at law or in equity, including, but not limited to, any one or more of the following:
- i) Without terminating this Lease, re-enter and attempt to or take possession in accordance with applicable law and, if necessary, remove all persons and property from the Leased Premises. In such event, Lessor may, from time to time, make such repairs as may be necessary in order to return the Leased Premises to the same condition as they existed on the Commencement Date, ordinary wear and tear excepted, in order to lease any part thereof for such term or terms and at such rental and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable or appropriate, and which shall constitute Lessor's reasonable efforts to mitigate, to the extent required by applicable law. In the event of reletting, Lessor may relet the whole or any portion of the Leased Premises for any period, to any tenant, and for any use and purpose. Upon each such reletting, all rentals received by Lessor shall be applied to the reasonable cost of obtaining possession of the Leased Premises, of any fees and commissions incurred by Lessor, and of any repairs and alterations necessary to prepare the Leased Premises for reletting and for the succeeding lessee or lessees. If such rentals received from such reletting during any month be less than the Monthly Rental due from Lessee, Lessee shall pay upon demand any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No reentry or taking possession of the Leased Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a specific and unambiguous notice of such intention is given to Lessee in writing. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect in writing to terminate this Lease for such previous breach.

- ii) Terminate this Lease and Lessee's right to possession, in which case Lessee shall immediately surrender possession.
  - iii) In addition to any other remedies provided herein or by law, enter upon the Leased Premises, take possession of any and all equipment, fixtures, furniture and other personal property of Lessee located on the Leased Premises, without liability for trespass or conversion, and sell the same in accordance with applicable law and apply the proceeds (after payment of expenses) against any obligations of Lessee under this Lease.
  - iv) With or without re-entering, continue to treat this Lease as continuing and in full force and effect, notwithstanding any apparent abandonment of the Leased Premises by Lessee or any eviction of Lessee by Lessor.
  - v) Terminate this Lease, whereupon Lessor may relet the Leased Premises or any part thereof for any term, at such rent and on such terms as it may choose. Lessor may make alterations and repairs to the Leased Premises and do all other acts as specified in subsection (i) above, and Lessee shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the entire amount of all Monthly Rental due for the balance of the Lease Term, which sum shall be accelerated and immediately due and payable by Lessee in a lump sum to Lessor. The amount due Lessor will be reduced by the net rent received by Lessor during the remaining term of this Lease from reletting the Leased Premises or any part thereof.
  - vi) In addition to any other remedies Lessor may have at law or equity or under this Lease, Lessee shall pay upon demand all of Lessor's costs, charges and expenses, including reasonable fees of counsel, agents and others retained by Lessor, whether or not suit is filed, that are incurred by Lessor in connection with the recovery of sums due under this Lease or because of the breach of any covenant under this Lease, or for any other relief against Lessee.
  - vii) Notwithstanding any termination of this Lease by law or otherwise, Lessee shall not be discharged from its obligations to pay Monthly Rental and any additional sums due hereunder for the balance of the Term.
  - viii) Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies herein provided, or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture, termination or waiver of any Monthly Rental or other sums due to Lessor under this Lease, or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants contained in this Lease. All such remedies shall be cumulative and may be pursued individually, concurrently, or successively. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of such terms, provisions, and covenants. Forbearance by Lessor to enforce one or more of the remedies herein upon event of default shall not be deemed or construed to constitute a waiver of such default.
17. Notices. All notices, requests, demands or other communications hereunder (including notices of all asserted actions, claims or demands) shall be given in writing and shall be deemed to have been duly delivered (a) upon personal delivery to the other party, (b) twenty-four (24) hours after deposit with a reputable overnight courier service, (c) forty-eight (48) hours after deposit in the U.S. Mail, certified mail, return receipt requested, or (d) upon confirmed receipt if email transmitted, in any case to the

addressee at the address or email address herein designated or at such other address or number as may be designated in writing by notice given in the manner provided herein:

If to Lessor: RDK Investments LLC  
Attn: Kary Lewis  
2980 Richard St.  
Pocatello, ID 83201  
Email: [kary@recoveredenergy.com](mailto:kary@recoveredenergy.com)  
Phone: 208-840-0805

If to Lessee: Wood Group USA, Inc.  
Maureen Wheeler  
17325 Park Row  
Houston, TX 77084  
Phone: 832 809 2438  
Email: [Maureen.wheeler@woodplc.com](mailto:Maureen.wheeler@woodplc.com)

18. Signs. Lessee shall, at its sole cost, have the right to install signs upon the Leased Premises only when first approved in writing by Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed, and subject to Lessee's compliance with any applicable governmental laws, ordinances, regulations, and other requirements. Lessee shall remove all such signs at the expiration or termination of the Term of this Lease. All sign installment and removal shall be made in such manner as to avoid injury or defacement of the Leased Premises, reasonable wear excepted.
19. Recording the Lease or Memorandum. Neither this Lease nor any memorandum hereof shall be placed of record without the prior written consent of Lessor, which may be given or withheld in its sole discretion.
20. Arbitration. All controversies, disagreements and claims arising under or relating to this Lease (other than Lessor's exercise of its remedies under Section 16 above) shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in the state of Idaho. Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order, or judgment. Any award, order, or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction. The parties agree that any applicable statutes of limitation and repose shall apply to all arbitration proceedings arising out of or relating to this Lease such that all claims, which would have been barred, waived, limited, or restricted by such laws if filed with the judiciary, shall also be forever barred from claims under any applicable arbitration (or mediation) proceedings.
21. Intentionally omitted.
22. Miscellaneous.
  - a) Holding Over. If Lessee, with or without Lessor's consent, remains in possession of the Leased Premises, or any part thereof, after the expiration or termination of the Term hereof, such occupancy shall, at Lessor's sole option, be a tenancy from month to month upon all the provisions of this Lease, except that the Monthly Rental shall be one hundred twenty percent (120%) of the then-current Monthly Rental.
  - b) Performance. All payments to be made under this Lease shall be made without prior legal notice or demand unless otherwise provided herein. Time is hereby declared to be an essential element

to the performance of each and every one and all of the terms, covenants, and conditions to be kept, observed, or performed under this Lease.

- c) Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Leased Premises or any part thereof by reason of the fact that the same person, firm, corporation, or other legal entity may acquire or hold, directly or indirectly, this Lease or the leasehold estate and the fee estate in the Leased Premises or any interest in such fee estate without the prior written consent of the holders of any mortgages or similar security instruments covering the Leased Premises.
- d) Applicable Laws. This Lease shall be governed by and construed in accordance with the laws of the State of Idaho.
- e) Headings. The headings of sections of this Lease are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties.
- f) Modification. This Lease contains all of the terms and conditions agreed upon by the Lessor and Lessee with respect to the Leased Premises. All prior negotiations, correspondence, and agreements are superseded by this Lease and any other contemporaneous documents. This Lease may not be modified or changed except by written instrument signed by Lessor and Lessee.
- g) Relationship of Parties. Neither the method of computation of Monthly Rental nor any other provisions contained in this Lease nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, other than the relationship of landlord and tenant.
- h) Waiver. The acceptance of Monthly Rental or other payments by Lessor or the endorsement or statement on any check or any letter accompanying any check for Monthly rental or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Lessee regardless of whether Lessor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).
- i) Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- j) Interpretation. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Lease but shall be interpreted according to the application of rules of interpretation of contracts generally.
- k) Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted heirs, representatives, successors, and assigns.
- l) Security. Lessee shall be solely responsible for the security of the Leased Premises and for the security of Lessee's employees, agents, guests, and invitees on the Leased Premises. Lessee shall be responsible for locking and securing all doors, windows, and entrances to the Leased Premises

and to take any other reasonable security measures to protect persons and property upon the Leased Premises.

- m) Limitations on Lessor's Liability. Notwithstanding anything to the contrary contained herein, in the event of any default or breach by Lessor of any of the terms of this Lease, Lessee shall look solely to Lessor's interest in the Leased Premises for the collection of any judgment (or any other judicial procedures requiring the payment of money by Lessor), and no other property or assets of Lessor shall be subject to levy, execution or other procedures for satisfaction of Lessee's remedies.
- n) Brokerage Commission. Each party hereto warrants to the other that it is responsible for payment of any fees or commissions due to any agent, finder or broker hired by it, and will save, defend, indemnify, and hold harmless the other party hereto from and against any claims, losses, damages, liabilities and expenses, including but not limited to, attorneys' fees.
- o) Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lockouts, labor troubles, acts of God, inability to procure materials, failure of power, restrictive governmental law or regulations, the inability to attain permits (for reasons other than failure to timely apply), riots, insurrections, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. No delay under this Section shall be effective unless Lessor or Lessee shall have notified the other of the delay within ten (10) days of the event giving rise to such delay. The provisions of this Section shall not (a) operate to excuse Lessee from prompt payment of Monthly Rental, or any other payment required by the terms of this Lease, and (b) be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Lease because of a lack of funds.
- p) Waiver of Right to Trial by Jury. LESSOR AND LESSEE HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THE LEASED PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

IN WITNESS WHEREOF, the parties hereto hereby execute this Lease to be effective as of the day and year first above written.

“LESSOR”

RDK Investments, LLC

By: 

Name: Kary Lewis

Title: Manager

Date: November 2, 2023

“LESSEE”

Swaggart Brothers Inc.

By: 

Name: RAYMOND L BACKEN

Title: VICE-PRESIDENT

Date: Nov 14, 2023

EXHIBIT "A"

Leased Premises – Legal Description

<i>Parcel</i>	<i>Parcel Number</i>	<i>Property Address</i>	<i>Parcel Size</i>	<i>Legal Description</i>
1	RPR3803039803	13207 N Dekay Rd, Pocatello, ID 83201	2.59 Acres	S27-T5S-R34E TR S2SE4. Parcel includes land and building.

<i>Building No.</i>	<i>Building Description</i>	<i>Building Size</i>
1	Office / Shop	6,054 sf