



Q-Dot System Technology Co, Ltd.

Lease Agreement

On February 5, 2015

this document was prepared at Q-Dot System Technology Co., Ltd.

This agreement is made between Q-Dot System Technology Co. Ltd., by Mr. Simon Heng residing at 50/1200-1201 Moo 9, Maungthongthani. Soi 12, Intersection 1, Bondstreet Rd., Bangpood, Pakkred, Nonthaburi 11120, Thailand, called the "the Lessor" and Donaldson Filtration (Thailand) Company Limited "The Lessee".

Both parties have mutually agreed to enter into this agreement as follows:

1. The Lessor agrees to let the premise and the Lessee agrees to rent from the Lessor the following residential premise: 3-stories office building with total area 496 square meters and warehouse building with total area 417 square meters, regarding enclosed attachments, of Q-Dot System Technology Company Limited located at 50/1200-1201 Moo 9, Maungthongthani, Soi 12, Intersection 1, Bondstreet Rd., Bangpood, Pakkred, Nonthaburi 11120, called The property". The leasing purpose is to make an office/ warehouse.
2. The terms of this agreement shall be 36 months commencing from March 1, 2015 to February 28, 2018. The rental fee shall be Baht 140,000.00 (One Hundred Forty Thousand Baht) per month. Upon maturity of this agreement or termination notice by either party, if the Lessee wants to continue the lease, the Lessee shall give the Lessor a notice of its decision to extend the term of this agreement at least 30 days prior to maturity of this agreement. The Lessor will agrees to let the premise for 36 extended months commencing from March 1, 2018 to February 28, 2021 at a monthly rental fee is 140,000.00 Baht (One Hundred Forty Thousand baht exactly).
3. The payment of the rental fee total Baht 140,000.00 (one hundred thirty thousand baht) paid upon date 7th of each month.
4. The Lessee shall be responsible for public utility fee, costs of telephone, electricity and garbage collection or any other expenses incur by the action of the Lessee in any event during the tenure of this agreement except the property tax, which shall be handled by the Lessor.
5. The Lessee shall be responsible for any damage and shall maintain the leased property as an ordinary prudent man shall do to his own property. Ordinary wear and tear or damage from natural disasters is acceptable.

6. The Lessee shall not bring in or sell any goods, materials, or objects that are illegal into the leased property.
7. The Lessor shall not be responsible for any damage and loss to the property of the Lessee except if such damage or loss is caused by the Lessor.
8. The Lessee is not allowed to assign or sublet the leased property or any part thereof without prior written consent of Lessor. The Lessee is also not allowed to use the leased property for the unlawful, immoral or disturbing the peace and quiet of other Lessees in the building.
9. After the date the lease is binding on, if the Lessee wants to renovate, modify, repair, decorate any part of the leased property prior written consent of the Lessor, the Lessee shall be responsible for all expenses. Upon termination or end of this agreement, the Lessee agrees to transfer the ownership of any permanent renovation, modification, reparation or decoration to the Lessor. Any temporary renovation, modification, reparation or decoration will be removed and moved out of the leased property, at the Lessee's own costs.
10. If the Lessee infringes any section of this agreement, or the agreement ends of whatever reason, the Lessee will move out with all of its belongings, possessions, as well as its dependents from the leased property within 30 days since the termination date.
11. This agreement shall not be changed or modify in any case, unless those changes or modifications to this agreement must be done in writing and signed by both parties.
12. The Lessee shall be responsible for the maintenance: for example, dispose waste and garbage in the proper place and cooperate in keeping the place tidy. The Lessee shall be responsible for drain maintenance.
13. In the case of the breach of agreement, to be fair to both parties, the court has the authority to settle the case.
14. The insurance: the Lessee acknowledges that the Lessor's insurance does not cover damage to personal property caused by fire, theft, rainstorm, flood, earthquake, war or act of God or any other cause. The Lessor shall not be responsible such damage.
15. Lease agreement: the Lessee has read and understand this agreement, agreed, then signed.
16. All attachments are considered as part of the agreement.

This agreement is made in both Thai and English versions, adhering primarily to Thai version. This agreement is prepared in duplicate identical wording.

Both parties have read and fully understand its contents and agree to comply with its terms and conditions, then sign and seal (of applicable) as evidence before witnesses. The Lessor and the Lessee are to keep one signed copy each.

Signed _____ LESSOR
(_____)

Signed _____ LESSEE
(_____)

Signed _____ WITNESS
(_____)

Signed _____ WITNESS
(_____)

(Scanned Page no. 4-6 are already in English version)