

SUBLEASE AND CONSENT AGREEMENT

- 1. PARTIES. This Sublease and Consent Agreement ("Sublease"), dated March 16, 2011, is made between Kanss City Woodworkers' Guild, Inc., a Missouri Corporation ("Sublessor" or "Guild" and "Lessee"), and Kansas City Woodturners Association., a Kansas Corporation ("Sublessee" or "WT").
2. MASTER LEASE. Sublessor is the lessee under a written lease dated February 28, 2011, wherein DEAN REALTY CO., a Missouri corporation ("Lessor") leased to Sublessor the real property located in the city of Kansas City, County of Jackson, State of Missouri, described as certain portions of the property commonly known as 3189 Mercier Street, Kansas City, MO as more fully described in the Master Lease ("Master Premises"). Said lease has been amended by the following amendments: __none__; said lease and amendments are herein collectively referred to as the Master Lease and are attached hereto as Exhibit A.
3. PREMISES. Sublessor hereby subleases to Sublessee on the terms and conditions set forth in this Sublease the following portion of the Master Premises ("Premises"):one certain room with dimensions of approximately 31' x 38' (WT room) subject to limitations set forth elsewhere in this lease plus the general meeting area, kitchen, and restrooms subject to limitations and responsibilities set forth elsewhere in this lease.
4. WARRANTY BY SUBLESSOR. Sublessor warrants and represents to Sublessee that the Master Lease has not been amended or modified except as expressly set forth herein, that Sublessor is not now, and as of the commencement of the Term hereof will not be, in default or breach of any of the provisions of the Master Lease, and that Sublessor has no knowledge of any claim by Lessor that Sublessor is in default or breach of any of the provisions of the Master Lease.
5. TERM. The Term of this Sublease shall commence on the date first listed above ("Commencement Date"), or when Lessor consents to this Sublease (if such consent is required under the Master Lease), whichever shall last occur.
6. RENT. Minimum Rent. Sublessee shall pay to Sublessor as minimum rent, without deduction, set off, notice, or demand, at 3189 Mercier Street, Kansas City, MO or at such other place as Sublessor shall designate from time to time by notice to Sublessee, the sum of eighthundred dollars (\$800.00) per month, in advance on the first day of each month of the Term. Rent is subject to additional rent and rent increases set forth elsewhere in this lease.
7. SECURITY DEPOSIT. Upon execution of this Sublease Agreement Sublessee shall pay Sublessor a security deposit in the amount of \$800.00, which shall be held, without interest, as an unsegregated fund as security for the performance by Sublessee of the provisions of this Agreement. Should Sublessee comply with all provisions of this Agreement, the security deposit shall be returned to Sublessee upon termination of this Agreement.
8. USE OF PREMISES. The Premises shall be used and occupied only for general office and light industrial related to woodworking, education, and classrooms and for no other use or purpose.
9. ASSIGNMENT AND SUBLETTING. Sublessee shall not assign this Sublease or further sublet all or any part of the Premises without the prior written consent of Sublessor (and the consent of Lessor, if such is required under the terms of the Master Lease).
10. OTHER PROVISIONS OF SUBLEASE. All applicable terms and conditions of the Master Lease are incorporated into and made a part of this Sublease as if Sublessor were the Lessor thereunder, Sublessee the Lessee thereunder, and the Premises the Master Premises, except for the following: N/A. Sublessee assumes and agrees to perform the Lessee's obligations under the Master Lease during the Term to the extent that such obligations are applicable to the Premises, except that the obligation to pay rent to Lessor under the Master Lease shall be considered performed by Sublessee to the extent and in the amount rent is paid to Sublessor in accordance with Section 6 of this Sublease. Sublessee shall not commit or suffer any act or omission that will violate any of the provisions of the Master Lease. Sublessor shall exercise due diligence in attempting to cause Sublessee to perform its obligations under the Master Lease for the benefit of Lessor. If the Master Lease terminates, this Sublease shall terminate. The defaulting party, if any, shall be liable to the non-defaulting party for any damages suffered as a result of such termination. Notwithstanding the foregoing, if the Master Lease gives Sublessor any right to terminate the Master Lease in the event of the partial or total damage, destruction, or condemnation of the Master Premises or the building or project of which the Master Premises are a part, the exercise of such right by Sublessor shall not constitute a default or breach hereunder.
11. ATTORNEYS' FEES. If Sublessor or Sublessee shall commence an action against the other arising out of or in connection with this Sublease, the prevailing party shall be entitled to recover its costs of suit and reasonable attorney's fees.
12. NOTICES. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Sublessor to Sublessee shall be sent by United States Mail, postage prepaid, addressed to the Sublessee at the Premises, and to the address hereinbelow, or to such other place as Sublessee may from time to time designate in a notice to the Sublessor. All notices and demands by the Sublessee to Sublessor shall be sent by United States Mail, postage prepaid, addressed to the Sublessor at the address set forth herein, and to such other person or place as the Sublessor may from time to time designate in a notice to the Sublessee.

To Sublessor: Personal service on an officer of the corporation or certified mail to corporation's registered agent.

To Sublessee: Personal service on an officer of the corporation or certified mail to corporation's registered agent.

- 13. CONSENT BY LESSOR. THIS SUBLEASE SHALL BE OF NO FORCE OR EFFECT UNLESS CONSENTED TO BY LESSOR WITHIN TEN (10) DAYS


Handwritten signature/initials in blue ink.

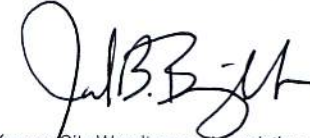
Document: Sublease
Tenant: Kansas City Wood Workers' Guild, Inc
Location: 3189 Mercier
Dated: March 16, 2011

AFTER EXECUTION HEREOF, IF SUCH CONSENT IS REQUIRED UNDER THE TERMS OF THE MASTER LEASE.

14. **COMPLIANCE.** The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, and ordinances having jurisdiction over the parties, property or the subject matter of this Sublease, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act. This Sublease shall be governed under the laws of the state in which the Master Premises are located.
15. WT will have exclusive use of WT room and use of the general meeting area for monthly meetings. WT will have shared use and responsibility of kitchen and restrooms except that the existing refrigerator is owned by the Guild for its' exclusive use.
16. Wt will pay Guild a security deposit of \$800.00 upon execution of this agreement. Guild will use these funds to replace part of their security deposit paid to Landlord.
17. WT will pay gross rent of eight hundred dollars (\$800.00) per month due on the first of each month. If rent is not received by the 5th day of the month, an additional \$25 will be due as late charge. The rent rate is based on the following schedule of usage: 1st Monday board meeting, 2nd Monday general meeting, 2nd Saturday, open turn or classes 8:30 am to 6:00 pm, 4th Saturday, open turn or classes 8:30 am to 6:00 pm, and 4th Thursday, open turn 6:00 pm to 9:00 pm. Also, WT may hold up to two "celebrity wood turner" events per calendar year lasting three days or less. Scheduling of celebrity wood turner events will be approved in writing at least 30 days in advance by an officer of the Guild and not conflict with any Guild event that has already been scheduled.
18. If WT uses the premises at other times, they will obtain permission ahead of time from an Officer of the Guild and receive written confirmation by email. Permission will be granted if the WT event does not interfere with a Guild event. If more than one event is taking place at the same time it may be necessary to close doors, avoid walking through certain area, etc.
19. If WT wants same-day usage and no response has been received from an email sent to all Guild officers within two hours, then permission may be considered as granted and additional rent will apply if there is no conflict with a Guild Function.
20. If WT uses the facilities in violation of this lease, they will pay a penalty administrative fee of \$25 for each occurrence in addition to any usage fees. WT will be considered to be using the facilities if the ceiling lights are on or any power machine is running or more that five members are present in the WT room. The purpose of this specificity is to avoid confusion, disagreements, and bad feelings. Exceptions to this strict interpretation for maintenance or other reasons may be made in writing by the full Board of the Guild at their sole discretion.
21. When WT uses the facilities at "other times" (as defined above) they will pay token additional rent of \$20 per half day (up to 6 hours) or \$30 per full day (up to 12 hours) for utility and building usage.
22. Any damage, loss, or destruction to the Guild Equipment, the building or leasehold improvements by reason of WT use or occupancy of the premises will be the sole responsibility of WT to repair or replace with new or like kind equipment.
23. WT will maintain insurance during this lease in the amounts required (of Guild) in the Master lease (see addendum #10). A current certificate of insurance in a form acceptable to the Landlord will be provided to the Guild and the Landlord with the first rent payment and maintained at all times. Such certificate shall provide that such insurance may not be changed altered, terminated or lapse without thirty (30) days' prior written notice to Guild. WT shall indemnify and hold Guild and Landlord, its officers, employees, and agents harmless from and against any and all actions, claims, demands, costs (including attorney's fees), damages or expenses of any kind which may be asserted against or incurred by those parties as the result of any occurrence by reason of WT use or occupancy of the premises.
24. WT will honor Guild rules on lights, thermostat settings, or other efforts to conserve energy.
25. Guild will have the general meeting area swept and organized before each WT general meeting. WT will have the general meeting area swept and organized after each WT general meeting.
26. WT will pay for lighting replacement and general maintenance in the WT room.
27. The WT room may be locked but the Guild Director of Assets and the Landlord will have access to the WT room at any time for maintenance, security, or other building related purposes. Door lock will conform to such master system as the Landlord may require. WT may use classrooms or other facilities for Board meeting or other purposes if they are not in use by Guild. If WT uses any area other than the WT room, it will be cleaned and reorganized to the previous condition of the room.
28. WT who are not members of the Guild may not use Guild equipment. WT who are members of the Guild must observe shop rules, including the requirement that a shop foreman must be present when power equipment is used. Guild members who are not members of WT may not use WT equipment.
29. Guild will provide cleaning supplies, toilet paper and paper towels for the bathroom. WT and Guild may maintain their separate supplies of paper towels, paper plates, plastic ware, coffee, etc in the kitchen. WT and Guild will share in cleaning and maintenance of kitchen and bathroom.

30. Guild and WT agree to maintain their separate ownership of various audio visual components and share usage of equipment now owned. Future purchases may be made by either party for their exclusive use or may be made jointly for shared use. The cost allocation will be determined at the time of the purchase.
31. WT agrees to abide by "Rules and Regulations" and all lease provisions and stipulations in the Master Lease. WT agrees not to perform any act or fail to perform any act that would put Guild in violation of the Master Lease. The Master Lease considered as being attached hereto. If Guild is required to pay any penalties or "administrative fees" resulting from action or inaction of WT then WT agrees to promptly reimburse Guild.
32. WT and Guild may hold such joint auctions, open houses, etc as they may mutually agree.
33. Guild's Master Lease includes several scheduled rent increases and escalators. . Whenever Guild's total monthly rent increases, WT rent will increase by the same percentage on the same month.
34. As of the execution of this agreement, substantial demolition and improvement is required before the premises can be used for the intended purpose. Guild and WT will jointly provide labor for these modifications. WT will pay all material costs for the new stud wall for WT room, doors, electrical, compressed air, and lighting improvements to the WT room. Guild will pay material costs for Guild areas and joint use common areas. Title to leasehold improvements will be governed by the terms of the Master Lease.
35. WT will have access to the premises upon signing this lease. Rent payment will begin April 1, ~~2010~~ 2011
36. This lease is subject to approval by the Landlord
37. This agreement will run for the term of the Master Lease and any extensions thereof. The agreement will terminate if Guild permanently vacates the premises for any reason with thirty (30) days notice to WT.

Sublessor: 
 Kansas City Woodworkers Guild, Inc.
 Name: Kevin R. Thomas
 Title: President
 Date: March 16, 2011

Sublessee: 
 Kansas City Woodturners Association
 Name: John Burrigh
 Title: President
 Date: March 16, 2011

LESSOR'S CONSENT TO SUBLEASE

The undersigned ("Lessor"), Lessor under the Master Lease, hereby consents to the foregoing Sublease without waiver of any restriction in the Master Lease concerning further assignment of subletting. Lessor certifies that, as of the date of Lessor's execution hereof and to the best of Lessor's knowledge, Sublessor is not in default or breach of any of the provisions of the Master Lease, and that the Master Lease has not been amended or modified except as expressly set forth in the forgoing Sublease.

Lessor: DEAN REALTY CO.,
 A Missouri corporation

 Name: Lester M. Dean
 Title: President
 Date: 4-11-11