

AMENDED AND RESTATED COMMERCIAL GROSS LEASE

Amendment Effective Date: January 1, 2019

This Commercial Gross Lease (this “**Amended Lease**”) is between the following parties:

Lessor: **Real Estate Properties, LLC,**
a Washington limited liability company

Lessee: **Superior Gardens, LLC,**
a Washington limited liability company

1. **Lease and Acceptance of Premises.** Lessor leases to Lessee, and Lessee leases from Lessor, the improved real property commonly known as 9603 and 9631 Lathrop Industrial Drive SW, Olympia, Washington 98512 (Thurston County Parcel Nos. 5861-00-00100 and 5861-00-00300) and legally described on attached Exhibit A (the “**Premises**”). The Premises includes the land and all improvements thereon, including the building located on 9603 Lathrop Industrial Drive SW, both Units A and B (used for processing), and the building located on 9631 Lathrop Industrial Drive SW (used for production). For purposes of this Lease, including for the purpose of calculating Rent due, Lessor and Lessee agree that the total square footage of the improved portions of the Premises totals 132,958 square feet. Lessee accepts the Premises in their present, “as is” condition. Except as may be specified elsewhere in this Lease, Lessor makes no representations or warranties to Lessee regarding the Premises, including the structural condition of the Premises or the condition of all mechanical, electrical and other systems on the Premises. Lessee shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Lessee and as mandated by the Legal Cannabis Acts. By signing this Lease, Lessee acknowledges that it has had adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises; and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

Lessor and Lessee agree that as of the Effective Date of the Commercial Gross Lease by and between Superior Gardens, LLC and Real Estate Properties, LLC date March 1, 2017 (the “Lease”), the Commercial Lease Agreement dated January 1, 2015, by and between Lessee, dba Northwest Cannabis Solutions, as Tenant, and Global Real Estate Properties, LLC, a Washington limited liability company, as Landlord, is hereby terminated. Lessor and Lessee further agree that this Amended and Restated Commercial Gross Lease dated January 1, 2019 (the “Amended Lease”) amends and restates the Lease in its entirety

2. **Use.** Lessee agrees to use the Premises only for preparation, planning for, conducting and operating a Washington State licensed marijuana production, processing and wholesale sale facility and any associated administrative, office, and storage functions, and for

no other purpose without the written consent of Lessor, which may be withheld in Lessor's sole and absolute discretion.

3. **No Smoking or Consumption of Marijuana.** The interior Premises is off limits to smoking any tobacco products including cigarettes, cigars or pipes. Smoking is not allowed indoors and shall be done outside the improvements located on the Premises, and all cigar and cigarette ashes and butts shall be contained in a suitable receptacle and emptied on a regular basis to maintain a neat and clean Premises. Any cigarette butts and all other litter on the parking lot, driveways and sidewalks adjacent to Premises shall be swept up and policed on a weekly or more frequent basis. Consumption of marijuana or marijuana-infused products, in any form or by any method, is strictly prohibited on the Premises.

4. **Compliance with Laws.** Lessee shall comply with all state, county and municipal statutes, laws, rules, orders and regulations affecting the Premises and Lessee's use thereof. Lessor and Lessee acknowledge that the Washington Uniform Controlled Substances Act (RCW 69.50 and regulations promulgated thereunder, including those found at WAC 314-55, and any similarly motivated state and local laws, as the same may be amended and supplemented from time to time (collectively, the "**Legal Cannabis Acts**")), establish requirements for business operations that include the production, processing, sale and/or use of cannabis and products that contain cannabis, and that such requirements may or may not apply to the Premises. The parties hereby agree that Lessee shall, at Lessee's sole expense, design and construct any and all Lessee Improvements to the Premises, and conduct its business operations at the Premises, in full compliance with all Legal Cannabis Acts unless otherwise agreed to by the parties. Lessee shall be fully responsible for complying with all such requirements relating to Lessee's employees, contractors, agents and invitees including, but not limited to, those requirements relating to age and state of residency. Lessee shall further conduct the processing and storage of edible marijuana-infused products using sanitary practices and ensure that its facilities are constructed, kept and maintained in a clean and sanitary condition in accordance with the rules of, and as prescribed by, the Washington State Department of Agriculture, including those under WAC 16-165 and WAC 16-167. Lessee shall conduct operations so that any marijuana waste products, as defined by Legal Cannabis Acts, are stored, managed and disposed of in accordance with all Legal Cannabis Acts. For purposes of this Lease, the Washington State Liquor and Cannabis Board shall be referred to as the "**Board.**"

5. **Initial Improvements.** [Intentionally deleted]

6. **Term.** Except as otherwise provided herein, the term (the "**Term**") of this Lease shall be for 70 months commencing on March 1, 2017 (the "**Commencement Date**"), and expiring on December 31, 2022 (the "**Expiration Date**"). Lessee shall have the option to extend the Lease twice for a period of 5 years each (the "**Option**"), on terms to be negotiated in good faith between Lessor and Lessee, provided Lessee, as to the first extension (i) exercises the Option by giving Lessor written notice of Lessee's intent to extend by no later than November 1, 2022, and (ii) is not then, or on December 31, 2022, in default hereunder beyond any applicable notice and cure period; and, as to the second extension, (i) exercises the Option by giving Lessor written notice of Lessee's intent to extend by no later than November 1, 2027, and (ii) is not then, or on December 31, 2027, in default hereunder beyond any applicable notice and cure period. As used herein, the word "**Term**" shall include the extended Term. Either party shall have the right to terminate this Lease in the event any Legal Cannabis Acts are changed or, in

Lessor's sole opinion, are threatened to be changed, such that Lessee's permitted use becomes or would become unlawful under any Legal Cannabis Acts. In such event, the party intending to terminate shall provide 90 days' advance written notice to the other party of its intent to terminate this Lease. In addition, this Lease is subject to immediate termination by Lessor or Lessee if any local, state or federal criminal enforcement action is brought against Lessor or Lessee. Should such immediate termination be effected, Lessee agrees to as quickly as possible, and in compliance with all rules, regulations, and laws, including but not limited to the Legal Cannabis Acts, return the Premises to such state that the Premises were in before Lessee's tenancy (e.g., destruction of any and all marijuana, cleaning of all remaining personal property, etc.) so as to allow Lessor to relet the Premises as quickly as practicable.

7. **Rent.** Commencing on the Amendment Effective Date, and monthly on the same date thereafter, Lessee agrees to pay Lessor gross rent in the amounts set forth below (pro rated as necessary for any incomplete month), which sum includes all real property Taxes attributable to the Premises and the cost of Lessor's casualty insurance (the "**Rent**").

Year 3	1/1/19 – 12/31/19	\$4.39 per sq. ft.	\$583,040 per month
Year 4	1/1/20 – 12/31/20	\$4.82 per sq. ft.	\$641,344 per month
Year 5	1/1/21 – 12/31/21	\$5.26 per sq. ft.	\$699,648 per month
Year 6	1/1/22 – 12/31/22	\$5.70 per sq. ft.	\$757,952 per month

8. **Security Deposit.** No security deposit shall be due under this Lease.

9. **Taxes.**

a. Real Property Taxes. Lessor shall pay all real estate taxes applicable to the Premises during the Term (the "**Taxes**"), the cost of which shall be included in the monthly Rent.

b. Personal Property Taxes. Lessee shall pay, prior to delinquency, all taxes assessed against its trade fixtures, furnishings, equipment, inventory and other personal property. Wherever possible, Lessee shall cause its trade fixtures to be assessed and billed separately from Lessor's real property. Wherever that is not possible, Lessee shall reimburse to Lessor the cost of all taxes attributable to Lessee's property.

c. Other Taxes. If any governmental agency shall in any manner levy a tax on the annual rentals payable under this Lease or rentals accruing from the use of the Premises, then Lessee shall pay, as additional Rent, the full amount of such tax attributable to rentals or income from Lessee's use of the Premises; provided, however, that this provision shall not be construed to include any state or federal income, franchise, transfer or inheritance taxes. Lessor shall furnish to Lessee copies of all documents related to the determination and assessment of such other taxes.

10. **Repairs and Maintenance; Surrender.** At all times, Lessee will keep the Premises neat and clean; will replace any glass that becomes cracked or broken and, except for reasonable wear not customarily repaired and damage by fire or other unavoidable casualty, will preserve and maintain the Premises in good order, repair and condition. Lessor shall maintain the roof, exterior walls and foundation of the Premises. Except for those items, Lessor shall not

be required to do any maintenance or make repairs of any kind. All other repairs and maintenance shall be at Lessee's expense. Lessee agrees that at the expiration or sooner termination of this Lease, it will surrender the Premises, without notice, broom clean and in as good condition as when received from Lessor and in accordance with Lessee's repair and maintenance obligations hereunder, ordinary wear and tear, damage by fire or other casualty (including foreign or domestic terrorism) and insured losses excepted. Simultaneously therewith, Lessee will deliver all keys and security codes used for the Premises to Lessor.

11. Utilities.

a. Utilities. Lessee shall subscribe to and provide to the Premises, at no cost to Lessor and not included in the Rent, all necessary utilities including, but not limited to, gas, electricity, telephone, internet and cable, water, sewer and garbage service, and fire alarm system and monitoring, and agrees to pay any taxes added to the service charges, and any other utilities or services which are used in or charged against the Premises during the Term (collectively, the "**Utilities**"). Lessor shall not be liable for any loss, injury or damage to any person or property caused by or resulting from any variation, interruption or failure of Utilities due to any cause whatsoever, and Rent shall not abate as a result thereof.

12. Damages and Insurance.

a. Risk of Loss and Indemnity. All personal property (including but not limited to marijuana and marijuana-related inventory) on the Premises shall be kept at the risk of Lessee. Under no circumstances shall Lessor be liable for consequential damages. Lessor shall not be liable for any damages of any kind in or about the Premises, either to persons or property, sustained by Lessee or others, that are caused by any defects now in the Premises or thereafter occurring therein, or that are due to the buildings becoming out of repair, or that are caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes, or that are the result of any act or neglect of employees or any other persons on the Premises, or that are due to the happening of any accident or other occurrence, from whatsoever cause, in and about the Premises, except such as shall result from the sole negligence or intentional act of Lessor, its employees, agents, contractors or invitees. Lessee shall defend, indemnify and hold Lessor harmless from and against damage or loss arising out of Lessee's use of the Premises. To insure the foregoing covenants and indemnification, Lessee agrees that it will, at all times during the Term, provide and maintain liability insurance, written by a company or companies reasonably satisfactory to Lessor, covering Lessee as insured and covering Lessor as an additional insured, in the following limits:

\$1,000,000.00 General aggregate bodily injury and property damage
\$1,000,000.00 Products/Complete operations annual aggregate
\$1,000,000.00 Personal injury and advertising liability each occurrence
\$ 50,000.00 Fire damage (any one fire)
\$ 5,000.00 Medical payments (per person)

Lessee shall pay all premiums therefore as and when due and shall deliver to Lessor a Certificate of Insurance naming Lessor as an additional insured, to demonstrate that the property insurance coverage is being maintained.

b. Insurance on Improvements. Lessor will maintain a policy of insurance for its benefit insuring against loss or damage to the Premises to the replacement cost thereof, providing protection against the perils of fire and other risks normally covered by a "special perils" policy, and including "loss of rents" coverage.

c. Waiver of Subrogation. Lessor and Lessee each release one another, and waive their entire claims for recovery which either might have against the other at any time, for loss or damage of any kind arising out of occurrences insured against as provided above, unless such waiver would have the effect of invalidating such insurance. The parties shall obtain the consents or endorsements, if any, required by their insurers to permit this waiver of subrogation.

13. **Care of Premises.** The Premises shall at all times be kept and used in accordance with all applicable laws, regulations and requirements of state, county and municipal governmental agencies at the expense of Lessee. Lessee will not overload the Premises and will permit no waste, damage or injury to the Premises and, at its expense, will keep all drainage pipes free and open and will protect water, heating and other pipes so that they will not freeze or become clogged, and will repair all leaks and all damages caused by leaks or by reason of Lessee's failure to protect and to keep free, open and unfrozen any of the pipes and plumbing on the Premises. Lessee shall be responsible for the removal of rubbish, debris, ice and snow from any sidewalks on or adjoining the Premises. Office restrooms shall be maintained in a neat, clean and sanitary condition. Lessee shall take all precautions to prevent damage to floors and walls as reasonably advised by Lessor.

14. **Liens and Insolvency.** Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

15. **Assignment and Subletting.** Without the prior written consent of Lessor, which may be granted or withheld in Lessor's sole and absolute discretion, Lessee shall not assign this Lease or any part hereof and shall not let or sublet the whole or any portion of the Premises. This Lease shall not be assignable by operation of law. For the purposes of this Section, an assignment shall include: (i) any transfer of the Lease from Lessee by merger, consolidation or liquidation; (ii) any change of more than fifty percent (50%) in the present ownership of, or power to vote, the majority of the outstanding stock or units of the company; and/or (iii) any change to, or addition or removal of, a "true party of interest" of Lessee (each, a "**Transfer**"). Any approved or attempted assignment of this Lease shall not extinguish or diminish the liability of Lessee hereunder. If consent is once given by Lessor to an assignment or subletting, Lessor shall not be barred from afterward refusing to consent to any further assignment or subletting.

16. **Access.** Neither Lessor nor any of its employees may access the Premises without an owner, employee, or agent of Lessee being present. Lessee will allow Lessor accompanied access to the Premises, at all reasonable times, for the purposes of inspection, making repairs which Lessee fails to make or for making reasonable additions or alterations; however, this right shall not be construed as an agreement on the part of Lessor to make any repairs, additions or alterations. Lessor shall have the right to place and to maintain "For Rent" signs in conspicuous places on the Premises for sixty (60) days prior to expiration of the Term.

17. **Fire and Other Casualty.** If the Premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenantable in whole or in a substantial part, it shall be optional with Lessor to restore the damaged portion. After the happening of any such event, Lessee shall give Lessor immediate written notice thereof. Lessor shall have 10 days after its receipt of such notice to notify Lessee in writing of Lessor's intention whether or not to restore the Premises. If no such notice is given by Lessor within said 10-day period, Lessee, at its option, can elect to terminate this Lease by written notice to Lessor of such election. If Lessor elects to restore the Premises but the damage cannot be repaired within 60 days following its occurrence, Lessee shall have a right, exercisable by notice to Lessor given prior to the commencement of restoration, to terminate this Lease. If Lessor elects to restore, the work shall be commenced and prosecuted as promptly as is reasonable. During such period, the Rent shall be equitably reduced in proportion to the nature and area of the Premises rendered unfit for occupancy.

18. **Notices.** Any notice required or permitted to be given in accordance with the terms of this Lease or by law shall be in writing and either hand delivered, or sent by certified mail, return receipt requested, postage prepaid ("**Mail**"), and in each case, by email as well. If sent by Mail, the notice shall be deemed received 3 business days after the mailing or upon actual receipt, whichever occurs first.

a. A notice from Lessee to Lessor shall be delivered or addressed to:

Property Manager
Real Estate Properties, LLC
8756 122nd Avenue NE
Kirkland, Washington 98033
Ph: _____
Email: _____

b. A notice from Lessor to Lessee shall be delivered or addressed to:

Vladislav Orlovskii
Superior Gardens, LLC
840 140th Avenue NE
Bellevue, Washington 98005
Ph: _____
Email: _____

c. The address of any party may be changed by notice given to the other in the manner provided in this Section.

19. **Quiet Enjoyment.** Lessor covenants that Lessee shall, during the Term, peacefully and quietly have and hold the Premises so long as Lessee is not in default hereunder (beyond any applicable notice and/or cure period).

20. **Signs and Master License.** All signs or symbols placed by Lessee on or about the Premises shall be subject to the prior written approval of Lessor, which approval will not be unreasonably withheld, conditioned or delayed. At each entry to the Premises, a sign containing

the following language must be conspicuously posted: "Persons under 21 years of age not permitted on these premises" and any other such signs as required by the Legal Cannabis Acts. Further, the Premises' current and valid master license(s), with appropriate endorsements, and any additional correspondence containing conditions and restrictions imposed by the Board, must be conspicuously posted on the Premises and available for inspection by Board enforcement officers.

21. **Alterations.** Lessee may make alterations, additions or improvements (the "**Lessee Improvements**") in or on the Premises without the prior written consent of Lessor. All Lessee Improvements shall be made at Lessee's expense, shall become the property of Lessor upon termination of this Lease, and shall not be removed at the expiration or sooner termination of the Term unless Lessor specifies at the time it consents to the Lessee Improvements that they shall be removed at expiration or sooner termination of the Term. In making the Lessee Improvements, Lessee agrees to comply with all state, county and municipal statutes, laws, rules, orders and regulations affecting the same. Lessee will indemnify and hold Lessor harmless from any and all damage, liability, loss or expense arising out of the Lessee Improvements.

22. **Hazardous Substances.** Except as set forth herein and/or as may (i) be necessary for, or (ii) result from, Lessee's permitted use, Lessee shall not bring to or keep on the Premises, or suffer or permit others to do so, any substance which is designated as dangerous, hazardous, harmful or toxic by any federal, state or local law or regulation, except in strictest compliance with all applicable laws and regulations, without obtaining the prior written consent of Lessor, which Lessor may withhold without reason, and Lessee shall in no event knowingly release or permit others to release on the Premises any such substances. Whether or not Lessor has given its consent, Lessee shall be liable to Lessor for, and shall defend, indemnify and hold Lessor harmless from, any loss, damage, cost or expense incurred on account of Lessee's breach of this covenant including, without limitation, inspection costs, cleanup costs, engineers' and consultants' fees, civil or criminal fines, damages or penalties, and attorneys' fees incurred in connection therewith or in enforcing this indemnity. Lessor shall defend, indemnify and hold Lessee harmless from any loss, damage, cost or expense incurred on account of any release of hazardous substances on the Premises which occurred prior to Lessee's occupancy of the Premises. A "spill kit" shall be kept on-site and shall be readily accessible. Fire extinguishers shall also be kept on-site and shall be properly charged and annually serviced at Lessee's expense.

23. **Late Charges.** Lessee acknowledges that late payment by Lessee of Rent and other sums due hereunder may cause Lessor to incur costs not contemplated by this Lease. Accordingly, if any installment of Rent or any other sum due from Lessee is not received by Lessor within 20 days after such sum is due, Lessee shall pay to Lessor a late charge of \$150.00, plus interest on the overdue amounts from the due date until paid, at the rate of 12% per annum. Payment of the applicable late charge and interest shall be required in order to cure the default in payment which gave rise to their imposition. Acceptance of late charges by Lessor shall neither constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder, at law or in equity.

24. **Default and Reentry.** If any Rent is not paid within 20 days after Lessee's receipt of notice from Lessor that it is past due, or if Lessee breaches any other provision hereof, Lessor may terminate this Lease upon giving not less than 30 days' advance written notice (or such longer period if the notice period required by law is longer than 30 days), and may reenter the Premises; however, notwithstanding such reentry, the liability of Lessee for the Rent shall not be extinguished for the balance of the Term, and Lessee agrees to pay any deficiencies and expenses arising from any reentry and reletting of the Premises. Lessee shall pay such deficiencies and/or expenses each month as the amount thereof is ascertained by Lessor. No receipt of money by Lessor from Lessee after termination of the tenancy or after the giving of any notice shall reinstate, continue or extend the tenancy or affect any notice given to Lessee prior to the receipt of such money. The foregoing remedies of Lessor shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law, in equity, or elsewhere provided herein.

25. **Governing Law; Jurisdiction; Attorneys' Fees, Costs and Expenses.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington. Any action instituted to enforce any provision of this Lease may be brought in the Thurston County, Washington Superior Court, and Lessee hereby consents to and submits to the jurisdiction of that court for such purpose. In any such action, the prevailing party shall be entitled to recover from the other such sums as the court may adjudge reasonable as attorneys' fees, costs and expenses.

26. **Nonwaiver of Breach.** The failure of either party to insist upon strict performance of any covenant of this Lease, or to exercise any right or election, shall not be construed to be a future waiver or relinquishment of any such covenant, or a waiver or relinquishment of any other covenant, and the same shall remain in full force and effect.

27. **Removal of Personal Property.** During the Term and upon the expiration or sooner termination of the tenancy, all equipment, trade fixtures, signs and other items of personal property (the "**Personal Property**") constructed, installed or placed on the Premises by Lessee, or by others at its request, shall be and remain the property of Lessee or other owner thereof, and Lessee shall have the right to remove any or all of the same from the Premises. Prior to the expiration or sooner termination, or within 30 days thereafter, Lessor may give Lessee notice requiring the removal of all or part of the Personal Property. Whether requested by Lessor or not, Lessee shall repair any damage caused by said removal. Except for any marijuana or marijuana products on the Premises, Lessor also shall have the right, but not the obligation, to remove any Personal Property located in the Premises that is not removed by Lessee and to store the same in any place selected by Lessor, including the Premises, at the expense and risk of the owners thereof, with the right to sell it, without notice, after it has been stored for a period of 30 days. The proceeds of such a sale shall be applied first to the costs of the sale and to the storage charges, then to the payment of any other sums which may be due from Lessee to Lessor, and the balance, if any, shall be paid to Lessee. However, in any circumstance in which Personal Property must be removed from the Premises, Lessor will contact the Board for proper removal of all marijuana and/or marijuana products prior to removing any of Lessee's Personal Property from the Premises.

28. **Holding Over.** Any holding over by Lessee without the written consent of Lessor, after the expiration or sooner termination of this Lease, shall create a month-to-month

tenancy on all the applicable terms and conditions of this Lease, except that Rent shall increase to 150% of that which was due in the month immediately preceding the expiration or sooner termination.

29. **Eminent Domain.** If the entire Premises (or so substantial a portion thereof as to make the balance unsuitable for Lessee's needs) are condemned, or purchased in lieu thereof, by any authorized agency (the "**Condemnor**"), either party hereto, after at least 30 days' written notice to the other, may terminate this Lease as of the date of the actual taking of possession by the Condemnor. Irrespective of whether this Lease is so terminated, the entire amount received for such taking, including the leasehold and any severance damages, and whether received by settlement, by purchase in lieu of condemnation, or by formal court action, shall belong to and shall be payable to Lessor. Lessee shall not participate therein (except as to any damages which Lessee is separately entitled to receive from the Condemnor for its relocation expenses and/or loss of business). If this Lease is terminated, Lessee's liability for the Rent shall cease as of the date of taking of possession by the Condemnor. If this Lease is not terminated despite any such taking, the Rent accruing after the date Lessee is deprived of possession of a portion of Premises shall be reduced equitably, considering the nature and extent of the portion taken.

30. **Mortgage Subordination and Attornment; Estoppel Certificates.**

a. This Lease shall automatically be subordinate to any mortgage or deed of trust created by Lessor which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions (each, a "**Lessor's Mortgage**"). Lessee shall attorn to the holder of any Lessor's Mortgage or any party acquiring the Premises at any sale or other proceeding under any Lessor's Mortgage provided the acquiring party assumes the obligations of Lessor under this Lease. Lessee shall promptly and in no event later than 10 days after request, execute, acknowledge and deliver documents which the holder of any Lessor's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Lessee's obligations under this Section to subordinate in the future are conditioned on the holder of each Lessor's Mortgage, and each party acquiring the Premises at any sale or other proceeding under any such Lessor's Mortgage, not disturbing Lessee's occupancy and other rights granted under this Lease, so long as no uncured event of default by Lessee then exists.

b. Lessee shall, at any time and from time to time within 10 days after written notice from Lessor, execute, acknowledge and deliver to Lessor or its designee 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 modification and certifying that this Lease as so modified is in full force and effect), and the date to which the Rent and other charges are paid in advance, if any; (ii) acknowledging that there are not, to Lessee's best knowledge, any uncured defaults on the part of Lessor or Lessee hereunder, or specifying such defaults if any are claimed; (iii) setting forth the date of commencement of Rent and expiration of the Term hereof, as well as whether Lessee has one or more options to extend the Term or an option to purchase the Premises; and (iv) providing such other information as Lessor shall reasonably require. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Premises.

31. **Successors.** Subject to the provisions pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the successors and assigns of the parties hereto.

32. **Transfer of Lessor's Interest.** This Lease shall be assignable by Lessor without the consent of Lessee. In the event of any transfer or transfers of Lessor's interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Lessor shall be automatically relieved of any obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Lessee shall attorn to the transferee.

33. **Lessor's Liability.** Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Lessor are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Lessor personally or the assets of Lessor, but are made and intended for the purpose of binding only Lessor's interest in the Premises (which expressly includes any Rent, sale proceeds, condemnation awards and insurance awards derived from or related to the Premises), as the same may from time to time be encumbered. In no event shall Lessor or its partners, shareholders or members, as the case may be, ever be personally liable hereunder.

34. **Right to Perform.** If Lessee fails to timely pay any sum or perform any other act on its part to be performed hereunder, Lessor may make any such payment or perform any act on Lessee's behalf. Lessee shall, within 10 days of demand, reimburse Lessor for its expenses incurred in making such payment or performance. Lessor shall (in addition to any other right or remedy of Lessor provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Lessee in the payment of Rent.

35. **Entire Agreement; Severability.** The Lease and this Amended Lease contains all of the covenants and agreements between Lessor and Lessee relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to this Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Lessor and Lessee. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease. In the event of any conflict between the provisions of the Lease and this Amended Lease, this Amended Lease shall govern.

36. **Force Majeure.** Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's reasonable control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations (including the issuance of necessary permits and approvals), acts of God, public enemy, war or other strife.

37. **Memorandum of Lease.** Neither this Lease nor any memorandum or "short form" hereof shall be recorded without Lessor's prior written consent.

38. **Authority of Parties.** Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against the party on signing.

[Signatures appear on the following page]

LESSOR:

REAL ESTATE PROPERTIES, LLC

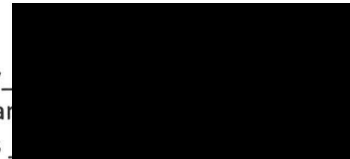
By _____
Name _____
Its _____



LESSEE:

SUPERIOR GARDENS, LLC

By _____
Name _____
Its _____



LESSOR'S ACKNOWLEDGMENT

STATE OF WASHINGTON)) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Roman Tkachenko is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as a Manager of REAL ESTATE PROPERTIES, LLC, a Washington limited liability company, and acknowledged it to be a free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: January 1, 2019



Printed Name Bronislava Mazus

NOTARY PUBLIC, State of Washington
My appointment expires 3-09-21



Exhibit A

Legal Description

EXHIBIT "A"

PARCEL 1:

PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. BLA-1831, AS RECORDED JUNE 18, 1996 UNDER AUDITOR'S FILE NO. 3035956.

PARCEL 2:

PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. BLA-1748, AS RECORDED DECEMBER 29, 1996 UNDER AUDITOR'S FILE NO. 3007393.

ADDENDUM TO AMENDED AND RESTATED COMMERCIAL GROSS LEASE

Addendum Date: March 12, 2019

This Addendum to Amended and Restated Commercial Gross Lease (this "**Addendum**") acknowledges and sets out the terms agreed to and accepted under the Amended and Restated Commercial Gross Lease (the "**Amended Lease**") dated January 1, 2019 for the improved real property commonly known as 9603 and 9631 Lathrop Industrial Drive SW, Olympia, Washington 98512 (Thurston County Parcel Nos. 5861-00-00100 and 5861-00-00300) (the "**Premises**").between the following parties:

Lessor: **Real Estate Properties, LLC,**
a Washington limited liability company

Lessee: **Superior Gardens, LLC,**
a Washington limited liability company

This Addendum clarifies and sets out particular terms agreed to pursuant to the Amended Lease. This Addendum does not modify the Amended Lease and does not constitute a lease agreement between the parties. The Amended Lease contains all of the covenants and agreements between Lessor and Lessee relating to the Premises. In the event of any conflict between the provisions of this Addendum and the Amended Lease, the Amended Lease shall govern.

Lessor and Lessee acknowledge and accept as follows:

1. **Locations within Premises.** The Premises includes the land and all improvements thereon, including the building located on 9603 Lathrop Industrial Drive SW and divided into two units, Unit A and B (used for processing), and the building located on 9631 Lathrop Industrial Drive SW (used for production). The square footage of each building and unit totals 132,958 square feet. The square footage of each building and unit are approximately as follows:

9603 Lathrop Industrial Drive SW, Unit A (" 9603A ")	42,495 sq. ft.
9603 Lathrop Industrial Drive SW, Unit B (" 9603B ")	16,350 sq. ft.
9631 Lathrop Industrial Drive SW (" 9631 ")	74,113 sq. ft.

2. **Rent for each location.** The proportion of rent due for each unit and building on the Premises is approximately as follows:

Year	Location	Rent per sq. ft.	Rent per month
Year 3 1/1/19 – 12/31/19	9603A	\$4.39	\$186,554
	9603B		\$71,777
	9631		\$324,709
Year 4 1/1/20 – 12/31/20	9603A	\$4.82	\$204,826
	9603B		\$78,807

	9631		\$357,711
Year 5 1/1/21 – 12/31/21	9603A	\$5.26	\$223,524
	9603B		\$86,001
	9631		\$390,123
Year 6 1/1/22 – 12/31/22	9603A	\$5.70	\$242,222
	9603B		\$93,195
	9631		\$422,535

[Signatures appear on the following page]

Acknowledged and accepted by:

LESSOR:

REAL ESTATE PROPERTIES, LLC

By

Name Roman Tkachenko

Its _____

LESSEE:

SUPERIOR GARDENS, LLC

By

Name VLAD ORLOUSKII

Its _____