

**470 SOUTH KENYON STREET  
SUBLEASE OF LEASE**

This Sublease (this "Sublease") is effective as of the date upon which the WSLCB first approves this Sublease (the "Effective Date"), by and among New Leaf Enterprises, Inc., a Washington Company ("Sublessee"), 6858 Real Estate LLC, a Washington Limited Liability Company ("Sublessor"), and solely with respect to, Sections 3 and 4 hereof, South Kenyon Street Holdings, LLC, a Washington Limited Liability Company ("Landlord").

**BACKGROUND**

Sublessor is the tenant under the lease and its amendments annexed hereto as Exhibit A ("Lease"), which was assigned by Sublessee to Sublessor via Assignment of Lease annexed hereto as Exhibit B.

Sublessor desires to sublease to Sublessee as of the Effective Date, and Sublessee desires to accept such Sublease and the obligations under the Sublease arising after the Effective Date, all in accordance with the terms and conditions set forth in this Sublease.

**SUBLEASE**

The parties agree as follows:

1. Sublease. Effective as of the Effective Date, Sublessor hereby subleases to Sublessee the property described in the Lease on the Effective Date at a rate of \$21,271.35, plus all additional expenses outlined in section 2B of the Lease, for the remainder of the term ending on May 31st, 2023 with this amount increasing five percent (5%) per year when required under the provisions of section 2 of the Lease.

Sublessee hereby accepts this Sublease and agrees to assume and perform all of the obligations under the Sublease that arise or accrue after the Effective Date.

2. Indemnification.

2.1 Indemnity by Sublessee. Sublessee hereby agrees to indemnify, defend, protect and hold harmless Sublessor, and its agents, representatives, employees, contractors, customers, directors and officers from and against any and all losses, liabilities, claims, costs and expenses (including reasonable attorney fees) arising out of or in any way related to (a) Sublessee's failure to perform its obligations under the Sublease, or (b) use of the property described in the Absolute Net Lease between Landlord and Sublessor dated May 6, 2013, as amended (the "Lease") (such property being the "Subleased Premises") by Sublessee or its agents, employees, contractors, customers or invitees after the Effective Date.

3. Consent of Landlord. Landlord hereby consents to this Sublease. Sublessee hereby accepts the Leased Premises in their condition as of the Effective Date. Landlord retains and reserves its right to consent or object to future assignments, subleases or other transfers of the Lease under the terms set forth therein.

4. Miscellaneous.

4.1 Sublease. This Sublease does not amend the Lease and the Lease (as assigned pursuant to the Assignment of Lease) is in full force and effect.

4.2 Governing Law. This Sublease shall be construed under the laws of the State of Washington.

4.3 Waiver. Failure of either party at any time to require performance of any provision of this Sublease shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

4.4 Severability. If any provision of this Sublease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Sublease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Sublease shall be valid and enforced to the fullest extent permitted by law.

4.5 Attorney's Fees. In the event that any suit or action is instituted by either of the parties hereto against the other to enforce compliance with any of the terms, covenants or conditions of this Assignment or for damages for breach of this agreement, the unsuccessful party shall, in addition to costs and disbursements provided by statute, pay to the successful party such sums of money as any court of competent jurisdiction may adjudge reasonable as attorneys' fees in such suit or action, including appeal from any judgment rendered therein.

4.6 Successors. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply, and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

4.7 Counterparts. This Sublease may be signed in counterparts (including the execution and delivery of facsimile or email signature pages), each of which shall be deemed an original and when taken together shall constitute one and the same instrument.

*[signatures next page]*

IN WITNESS WHEREOF, the Assignor, Assignee, and Landlord execute this Sublease.

**Landlord:**

SOUTH KENYON STREET HOLDINGS, LLC, a Washington Limited Liability Company

By:           "Lee White"            
Name:           Lee White            
Title:           Managing Member          

Notary Certification

**[Redacted.]**

**Sublessee:**

NEW LEAF ENTERPRISES, INC., a Washington Corporation

By: "Dax Colwell"

Name: Dax Colwell

Title: President

Notary Certification

**[Redacted.]**

**Sublessor:**

6858 REAL ESTATE, LLC,, a Limited Liability Company

By: "Dax Colwell"

Name: Dax Colwell

Title: Manager

Notary Certification

**[Redacted.]**