LEASE AGREEMENT

BASIC LEASE INFORMATION

Lease Date: April 1, 2021

Landlord: YETI INVESTMENTS LLC – An Oregon Corporation

Landlord's Address: 2295 Rural Avenue SE
Salem, Oregon 97302

Tenant: All For You Massage Inc.

Tenant's Address: 109 SE 101ST AVE, VANCOUVER, WA, 98664

Premises: Suite F, comprising approximately 987 Usable square feet in that certain building called SR 500 Commerce Center ("Building") located at 5500 109th Ct Vancouver Washington 98662, as shown on Exhibit A, which is attached to this Lease.

Possession: Landlord shall deliver Tenant exclusive possession by approximately April 1, 2021, or upon satisfactory completion of Tenant Improvements detailed in Exhibit B.

Rent Commencement: May 1, 2021

Term: Approximately five (5) years commencing on Date or the date Landlord delivers the Premises to Tenant in the condition required under the Lease with Landlord's Work substantially completed ("Commencement Date") and ending on Date ("Expiration Date"), WITH TWO (2) OPTIONS TO RENEW A FIVE (5) YEAR LEASE.

Rent:

Period	Base Rent	*NNN	Total/ Mo
4/01/2021-4/30/2021	$0.00	$245.00	$ 245.00
5/01/2021-3/31/2022	$1,150.00	$245.00	$1,395.00
4/01/2022-3/31/2023	$1,200.00	$245.00	$1,445.00
4/01/2023-3/31/2024	$1,260.00	$245.00	$1,505.00
4/01/2024-3/31/2025	$1,323.00	$245.00	$1,568.00
4/01/2025-3/31/2026	$1,389.00	$245.00	$1,634.00

***NNN's are estimated and reconciled annually.**
Beginning Month 61, Base Rent shall increase at the rate of 5% then annually.

Option to Renew: 2 option to renew a 5-year lease.

Personal To Tenant: Options shall be personal to Tenant (including any Permitted Assignment or Permitted Sublease) and will not be assignable in the event of sublease or assignment

Delivery Condition: See Exhibit B

Security Deposit: $2,000.00 due upon Lease execution

Guarantor(s): Melissa Schram

Permitted Use: Massage

Tenant's Proportionate Share: 987/34,858 = .0283%

Brokers: Rich Karlson of Tradition Real Estate Partners and Becky Potter of Berkshire Hathaway

Exhibits:
Exhibit A - Diagram of the Premises
Exhibit B - Work Letter
Exhibit C - Option to Renew
Exhibit D - Commencement Date/Acceptance Agreement
Exhibit E - Guaranty
Exhibit F - Rules and Regulations
Exhibit G - Emergency Contact Form

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LEASE AGREEMENT

This Lease Agreement is made and entered into by and between Landlord and Tenant on the Lease Date, commencing on the Commencement Date. The defined terms used in this Lease which are defined in the Basic Lease Information set forth on page 1 of this Lease Agreement ("Basic Lease Information") shall have the meaning and definition given them in the Basic Lease Information. The Basic Lease Information, the exhibit(s), the addendum or addenda described in the Basic Lease Information, and this Lease Agreement are and shall be construed as a single instrument and are referred to herein as the "Lease".

1. DEMISE: In consideration for the rents and all other charges and payments payable by Tenant, and for the agreements, terms and conditions to be performed by Tenant in this Lease, LANDLORD DOES HEREBY LEASE TO TENANT, AND TENANT DOES HEREBY LEASE FROM LANDLORD, the Premises described below (the "Premises"), upon the agreements, terms and conditions of this Lease for the Term hereinafter stated.

2. PREMISES: The Premises demised by this Lease is the portion of the Building specified in the Basic Lease Information, containing the square footage specified in the Basic Lease Information. The location and dimensions of the Premises are depicted on Exhibit A, which is attached hereto and incorporated herein by this reference. **Except as set forth in the Basic Lease Information,** Tenant shall have the non-exclusive right to use Tenant's Proportionate Share of the parking and other common areas in the Building designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants in the Building and their respective employees, suppliers, shippers, customers, contractors and invitees ("Common Areas"). No easement for light or air is incorporated in the Premises.

3. TERM: The term of this Lease (the "Term") shall be for the period of months specified in the Basic Lease Information, commencing on the Commencement Date set forth in the Basic Lease Information, and shall be subject to the renewal terms, as set forth in the Basic Lease Information and Exhibit C. If Tenant totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent and Additional Rent shall be deemed to be the date that Tenant takes possession of the Premises. All other terms of the Lease shall, however, be in effect during such period. Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall confirm the Commencement Date pursuant to the form of the Commencement Date/Acceptance Agreement attached hereto as Exhibit D.

(a) **Possession.** Subject to the terms and conditions stated herein, if Landlord, for any reason whatsoever, cannot deliver possession of said Premises to Tenant at the scheduled Commencement Date, this Lease shall not be void or voidable; no obligation of Tenant shall be affected thereby; nor shall Landlord or Landlord's agents be liable to Tenant for any loss or damage resulting therefrom; but in that event the commencement and termination dates of the Lease, and all other dates affected thereby shall be revised to conform to the date of Landlord's delivery of possession, as specified above. The above is, however, subject to the provision that the period of delay of delivery of the Premises shall not exceed one hundred (180) days from the latter of (i) the scheduled Commencement Date or (ii) the date this Lease is executed by all parties hereto (except those delays caused by Tenant, Acts of God, strikes, war, utilities, governmental bodies, weather, unavailable materials, and delays beyond Landlord's control ("Force Majeure Delays") shall be excluded in calculating such period) in which instance Tenant, at its option, may, by written notice to Landlord, terminate this Lease; provided Tenant submits said notice to Landlord prior to the expiration of said one hundred (180) day period as extended by Force Majeure Delays.

(b) **Tenant commencement of Tenant's construction**. If tenant elects to accept the premises prior to completion of Landlords work, the Commencement date shall be deemed the date that Tenant Commences Tenants work regardless of whether Landlord has completed its work or not.

4. RENT:

(a) Base Rent. Tenant shall pay to Landlord, in advance on the first day of each month, without further notice or demand and without offset or deduction, the monthly installments of rent specified in the Basic Lease Information (the "Base Rent").

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(b) **Additional Rent**. In addition to the Base Rent, Tenant shall pay to Landlord, in accordance with this Paragraph 4, Tenant's Proportionate Share of all the following items related to the Premises and the Building (the "Additional Rent").

(1) **Taxes and Assessments.** All real estate taxes and assessments on the Building. Real estate taxes and assessments shall include any form of assessment, license, fee, tax, levy, penalty (if a result of Tenant's delinquency), or tax (other than net income, estate, succession, gift, inheritance, transfer, license or franchise taxes), imposed by any authority having the direct or indirect power to tax, or by any city, county, state or federal government or any improvement or other district or division thereof, whether such tax is (i) determined by the area of the Premises or the Building, or any part thereof, or the Rent and other sums payable hereunder by Tenant or by other tenants, including, but not limited to, any excise tax levied by any of the foregoing authorities with respect to receipt of Rent or other sums due under this Lease; (ii) upon any legal or equitable interest of Landlord in the Premises or the Building, or any part thereof; (iii) upon this transaction or any document to which Tenant is a party creating or transferring any interest in the Premises or the Building; (iv) levied or assessed in lieu of, in substitution for, or in addition to, existing or additional taxes against the Premises or the Building, whether or not now customary or within the contemplation of the parties; or (v) surcharged against the parking area. Tenant shall not be responsible for any increase in real estate taxes attributable to any transfer or change of ownership of the Premises.

(2) **Insurance.** All insurance premiums, including premiums for "all risk," fire and extended coverage (including, at Landlord's election, flood endorsements but excluding earthquake insurance) insurance for the Premises, public liability insurance, other insurance as Landlord reasonably deems necessary, and any deductibles paid under policies of any such insurance.

(3) **Common Area Expenses.** All costs to maintain, repair, replace, supervise, insure (including provision of public liability insurance) and administer the Common Areas, including parking areas, loading and unloading areas, trash areas and the cost of trash disposal, roadways, fences, gates, landscaping (including maintenance contracts), irrigation systems, sprinkler systems, sidewalks, walkways, driveways, curbs, lighting systems, roof, roof drainage systems, roof membrane and cover material, underground utility systems and standing pipes, Building exterior, fire detection system, heating, ventilation and air conditioning systems and other Building systems, exterior signs and any tenant directories, pest control services, property management fee (not to exceed 6% of total collected Base Rent), security services, an administrative fee, utilities for the Common Areas and utilities for the Building and Premises except for utilities and other expenses for the Premises that are Tenant's responsibility under Subsection 4 below. Janitorial service for the Premises is not included as a Common Area Expense and must be contracted for and paid directly by Tenant. Common Area Expenses shall not include any amounts paid by insurance proceeds, or any costs, expenses or amounts (including utilities) paid by another tenant in the Building as a direct cost pursuant to the terms of its lease. Notwithstanding any provisions of this Paragraph 4(b)(3) to the contrary, Tenant shall not be required to pay as a part of Common Area Expenses the cost of maintenance and replacement of the structural portions of the foundation, bearing walls and exterior walls, except to the extent maintenance or replacement is required as a result of damage caused by Tenant.

(4) **Certain Expenses Not Included in Additional Rent.** The following charges will, to the extent exclusively relating to the Premises, be paid directly by Tenant or if paid by Landlord, then promptly reimbursed by Tenant:

(1) Utilities that are separately metered for the Premises and not paid for by Landlord;
(2) Repairs and maintenance inside the Premises that are not otherwise Landlord's responsibility under this Lease;
(3) Repairs and maintenance to heating and air conditioning systems or other equipment on the exterior of the Premises that may be exclusive to Tenant's use (if any)
(4) Janitorial service inside the Premises;
(5) Telephone, internet, cable TV and other wiring, installation, service, maintenance and repairs within the Premises;
(6) Security services and alarms inside the Premises;
(7) Tenant specific signage design, permitting installation, repairs and maintenance (excluding repairs and maintenance that are Landlord's responsibility under this Lease).

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(c) **General Payment Terms.** The Base Rent, Additional Rent and all other sums payable by Tenant to Landlord hereunder are referred to as the "Rent". All Rent shall be paid without deduction, offset or abatement in lawful money of the United States of America. Tenant must submit rent payment using Appfolio tenant portal; login will be provided upon lease execution, or to such other person or place as Landlord may, from time to time, designate to Tenant in writing. Rent for any partial month during the Term shall be prorated for the portion thereof falling due within the Term.

5. LATE CHARGE: Notwithstanding any other provision of this Lease, Tenant hereby acknowledges that late payment to Landlord of Rent, or other amounts due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. If any Rent or other sums due from Tenant are not received by Landlord or by Landlord's designated agent by the date which is FIVE (5) days after the date due, then Tenant shall pay to Landlord a late charge equal to the greater of One Hundred Dollars ($100) or Ten percent (10%) of such overdue amount, plus any attorneys' fees reasonably incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. (For example, Base Rent is due on the first (1st) day of the month. If Base Rent is paid after the FIFTH (5th) day of the month, a late charge will be due and owing.) Landlord and Tenant hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of Tenant's late payment. Landlord's acceptance of such late charges shall not constitute a waiver of Tenant's default with respect to such overdue amount or estop Landlord from exercising any of the other rights and remedies granted under this Lease.

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6. SECURITY DEPOSIT: Tenant has previously deposited with Landlord the Security Deposit specified in the Basic Lease Information as security for the full and faithful performance of each and every term, covenant and condition of this Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease, within thirty (30) days following the expiration of the Term, the Security Deposit or any balance thereof shall be returned to Tenant or, at the option of Landlord, to the last assignee of Tenant's interest in this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds and Tenant shall not be entitled to any interest on such deposit. If Landlord so uses or applies all or any portion of said deposit, within ten (10) days after written demand therefor Tenant shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full extent of the above amount, and Tenant's failure to do so shall be a default under this Lease. In the event Landlord transfers its interest in this Lease, Landlord shall transfer the then remaining amount of the Security Deposit to Landlord's successor in interest, and thereafter Landlord shall have no further liability to Tenant with respect to such Security Deposit.

7. CONDITION: Except as provided in the attached Exhibit B, Landlord shall deliver possession of the Premises to Tenant in its "as is" condition, broom clean and free of debris and with the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilation, and air condition systems ("HVAC") and all other such elements in the Premises, other than those constructed by Tenant, in good operating condition with the structural elements of the roof, bearing walls and foundation of the Building free of material defects. Except for matters that are Landlord's responsibility under this Lease, Tenant accepts the Premises as being in good and sanitary operating order, condition and repair, AS IS, and without representation or warranty by Landlord as to the condition thereof. Notwithstanding the above, Landlord shall construct and deliver the premises in accordance with Exhibit B. In addition, Landlord shall make certain improvements to the Building and the Property in accordance with Exhibit B (cumulatively "Landlord's Work").

8. USE:

(a) **Permitted Uses.** The Premises shall be used only for the Permitted Uses specified in the Basic Lease Information and no other. The Premises shall not be used to create any nuisance or trespass, for any illegal purpose, for any purpose not permitted by applicable laws and regulations, or for any purpose that would vitiate the insurance or increase the premiums for insurance on the Premises. Tenant agrees not to overload the floor(s) of the Premises. By entry hereunder, Tenant accepts the Premises as suitable for Tenant's intended use and without representation or warranty by Landlord as to the use which may be made thereof.

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(b) **<u>Compliance with Governmental Regulations</u>.** Landlord shall, at Landlord's expense, deliver the Premises to Tenant on the Commencement Date with the Tenant Improvements constructed in compliance with all statutes, rules, regulations, ordinances, requirements and orders of the city in which the Premises are located. Tenant shall, at Tenant's expense, faithfully observe and comply with all Municipal, State and Federal statutes, rules, regulations, ordinances, requirements, and orders, thereafter pertaining to the Premises or Tenant's use thereof, including without limitation, any statutes, rules, regulations, ordinances, requirements, or orders, and all recorded covenants, conditions and restrictions affecting the Premises or the Property now in force or which may hereafter be in force; provided, however, that Tenant shall not be required to make structural changes to the Premises not related to Tenant's specific use of the Premises unless the requirement for such changes is imposed as a result of any improvements or additions made or proposed to be made at Tenant's request.

9. SURRENDER: Tenant agrees that on the last day of the Term, or on the sooner termination of this Lease, Tenant shall surrender the Premises to Landlord (a) in good condition and repair (damage by acts of God, fire, and normal wear and tear excepted), but with all interior walls clean and with all floors broom clean, together with all alterations, additions and improvements which may have been made in or on the Premises; except that Tenant shall remove trade fixtures put in at the expense of Tenant and any improvements as to which Landlord has, prior to the date of surrender, consented to or requested removal; and (b) otherwise in accordance with Paragraph 31(f). Tenant shall repair all damage caused by such removal and otherwise restore the Premises in accordance with the preceding sentence at Tenant's sole cost and expense. On or before the expiration or sooner termination of this Lease, Tenant shall remove all of Tenant's personal property from the Premises. All property of Tenant not so removed, unless such non-removal is consented to by Landlord, shall be deemed abandoned by Tenant, <u>provided that</u> in such event Tenant shall remain liable to Landlord for all costs incurred in storing and disposing of such abandoned property of Tenant. If the Premises are not surrendered at the end of the Term or sooner termination of this Lease, and in accordance with the provisions of this Paragraph 9 and of Paragraph 31(f), Tenant hereby indemnifies Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claims made by any succeeding tenant founded on such delay.

10. ALTERATIONS AND ADDITIONS:

(a) Except as set forth in this Paragraph 10(a), Tenant shall not make, or permit to be made, any alteration or addition to the Premises, or any part thereof, without the prior written consent of Landlord, such consent not to be unreasonably withheld. Tenant may, without Landlord's consent but with prior notice to Landlord, make non-structural changes to the interior of the Premises provided such changes do not involve puncturing, relocating or removing the roof or any existing walls, and the cumulative cost thereof during this Lease does not exceed a sum equal to six months' Base Rent in the aggregate or a sum equal to three month's Base Rent in any one year. For work which costs an amount in excess of three month's Base Rent, Landlord may condition its consent upon Tenant providing a lien and completion bond in an amount equal to 150% of the estimated cost of such work.

(b) Except as otherwise provided in Exhibit B or elsewhere in this Lease, any alteration or addition to the Premises shall be at Tenant's sole cost and expense, in compliance with all applicable laws and requirements requested by Landlord, and in accordance with plans and specifications approved in writing by Landlord, which approval shall not be unreasonably withheld. Landlord approves all alterations, additions and improvements which may have been made in or on the Premises by Tenant as of the Commencement Date.

(c) In the event Landlord consents to a proposed alteration or addition, such consent shall include Landlord's advice whether or not such proposed alteration or addition shall be required to be removed at the expiration or termination of this Lease. If Landlord fails so to advise Tenant regarding whether or not a proposed alteration or addition may be removed at the expiration or termination of this Lease, then Tenant shall be required to surrender the alteration or addition to Landlord with the Premises, without compensation to Tenant, at the expiration or termination of this Lease. All additions, alterations or improvements, including, but not limited to, heating, lighting, electrical, air conditioning, fixed partitioning, drapery, wall covering and paneling, built-in cabinet work and carpeting installations made by Tenant, together with all property that has become an integral part of the Premises (but in any event excluding Tenant's trade fixtures), shall at once be and become the property of Landlord, and shall not be deemed trade fixtures.

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(d) Tenant agrees not to proceed to make any alterations or additions requiring Landlord's consent, notwithstanding consent from Landlord to do so, until ten (10) days after Tenant's receipt of such consent, in order that Landlord may post appropriate notices to avoid any liability to contractors or material suppliers for payment for Tenant's improvements. Tenant will at all times permit such notices to be posted and to remain posted until the completion of work.

11. MAINTENANCE OF PREMISES:

(a) **Maintenance by Tenant.** Throughout the Term, Tenant shall, at its sole expense, (1) keep and maintain in good order and condition, repair, and replace the Premises, and every part thereof, including glass, windows, window frames, interior and exterior doors and door frames, and the interior of the Premises (excepting only those portions of the Premises to be maintained by Landlord, as provided in Paragraph 11(c) below), (2) keep and maintain in good order and condition, repair, and replace all utility and plumbing systems, fixtures and equipment, including without limitation, electricity, gas, water, and sewer, heating and air conditioning systems located in or dedicated to the Premises, and furnish all expendables, including light bulbs, paper goods and soaps, used in the Premises, (3) repair all damage to the Premises caused by the negligence or willful misconduct of Tenant or its agents, employees, contractors or invitees. Tenant shall not do anything to cause any damage, deterioration or unsightliness to the Premises and the Common Areas.

(b) **Landlord's Right to Maintain and Repair at Tenant's Expense.** Notwithstanding the foregoing, if Tenant does not perform any repair or replacement work that is its responsibility within twenty (20) days after written notice from Landlord specifying the required work in reasonable detail, Landlord shall have the right, but not the obligation, at Tenant's expense, to enter the Premises and perform Tenant's maintenance, repair and replacement work. Within ten (10) days after invoice therefore from Landlord, Tenant shall pay all reasonable costs and expenses incurred by Landlord in connection with such maintenance, repair and replacement work.

(c) **Maintenance by Landlord.** Subject to the provisions of Paragraphs 11(a), 21 and 22, and further subject to Tenant's obligation under Paragraph 4 to reimburse Landlord, in the form of Additional Rent, for Landlord's cost and expense to repair and maintain the following items: the structural portions of the roof and the roof coverings (provided that Tenant installs no additional air conditioning or other equipment on the roof that damages structural portions of the roof or the roof coverings), skylights, the foundation, the floor slab, the load bearing walls, and the exterior walls (excluding any glass therein but including the painting thereof) of the Premises; the HVAC systems serving the Premises; the utility and plumbing systems, fixtures, and equipment located outside the Premises on the Property; and the parking areas, landscaping, sprinkler systems, sidewalks, driveways, curbs, and lighting systems in the Common Areas. Landlord shall not be required to repair or maintain conditions created due to any repeated misconduct on the part of Tenant or its agents, contractors, or employees. Landlord's obligation hereunder to repair and maintain is subject to the condition precedent that Landlord shall have received written notice of the need for such repairs and maintenance. Tenant shall use reasonable efforts promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair.

12. LANDLORD'S INSURANCE: Landlord shall purchase and keep in force fire, extended coverage and "all risk" insurance covering the Premises, which may include in Landlord's sole and absolute discretion earthquake, flood and other coverage. Tenant shall, at its sole cost and expense, comply with any and all reasonable requirements pertaining to the Premises of any insurer necessary for the maintenance of reasonable fire and public liability insurance, covering the Premises and appurtenances. Landlord, at Tenant's cost, may maintain "Loss of Rents" insurance, insuring that the Rent will be paid in a timely manner to Landlord for a period of at least twelve (12) months if the Premises are destroyed or rendered unusable or inaccessible by any cause insured against under this Lease.

13. TENANT'S INSURANCE:

(a) **Public Liability Insurance.** Tenant shall, at Tenant's expense, secure and keep in force a Commercial General Liability policy of insurance protecting Tenant, and naming Landlord and its lenders as additional insureds, against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single

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limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000, an "Additional Insured – Managers or Landlords of Premises Endorsement". The policy shall not contain any intra-insured exclusions as between insured persons or organizations but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease. The limit of any insurance shall not limit the liability of Tenant hereunder. No policy shall be cancelable or subject to reduction of coverage except after thirty days' prior written notice to Landlord, and loss payable clauses shall be subject to Landlord's approval. Such policies of insurance shall be issued as primary policies and not contributing with or in excess of coverage that Landlord may carry, by an insurance company authorized to do business in the State of Washington for the issuance of such type of insurance coverage and rated A:X or better in Best's Key Rating Guide. A copy of said policy or a certificate evidencing to Landlord's reasonable satisfaction that such insurance is in effect shall be delivered to Landlord upon commencement of the Term, and thereafter whenever Landlord shall reasonably request. **Tenant's insurance will list Landlord as Certificate Holder.**

(b) **Personal Property Insurance**. Tenant shall maintain in full force and effect on all of its contents, fixtures and equipment on the Premises and any alterations or improvements made to the Premises by Tenant (but only to the extent such alterations or improvements are not covered by Landlord's insurance maintained under Section 12), a policy or policies of fire and extended coverage insurance with standard coverage endorsement to the extent of the full replacement cost thereof, AND PLATE GLASS INSURANCE COVERING ALL GLASS AND STOREFRONT DOORS, ROLLUP DOORS AND WINDOWS INSIDE AND EXTERIOR TO THE PREMISES. During the term of this Lease the proceeds from any such policy or policies of insurance shall be used for the repair or replacement of the contents, fixtures and equipment so insured. Landlord shall have no interest in the insurance upon Tenant's contents, equipment and fixtures and will sign all documents reasonably necessary in connection with the settlement of any claim or loss by Tenant. Landlord will not carry insurance on Tenant's possessions. Tenant shall furnish Landlord with a certificate evidencing to Landlord's reasonable satisfaction that such insurance is in effect, and whenever required, shall satisfy Landlord that such policy is in full force and effect.

(c) DEDUCTIBLE: TENANT SHALL BE RESPONSIBLE FOR PAYMENT ASSOCIATED WITH ALL DEDUCTIBLES ASSOCIATED WITH ITS INSURANCE COVERAGE IN THE EVENT OF A CLAIM.

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14. INDEMNIFICATION:

(a) **Of Landlord**. Tenant shall indemnify Landlord and its agents, employees, shareholders, directors, and officers (collectively "Agents") of Landlord against and from any and all third party claims, liabilities, judgments, costs, demands, losses, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from (1) Tenant's use of the Premises in violation of the term of this Lease, and (2) any negligence of, willful misconduct or negligent omission of Tenant, or Tenant's Agents or from any breach or default in the terms of this Lease by Tenant, and (3) any action or proceeding brought on account of any matter in items (1) or (2); provided, however, in no event shall the foregoing indemnity apply to any claims, liabilities, judgments, costs, demands, losses, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from the negligence of, willful misconduct or negligent omission of Landlord or Landlord's Agents or from any breach or default in the terms of this Lease by Landlord. If any action or proceeding is brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. As a material part of the consideration to Landlord, Tenant hereby assumes all risk of damage to persons in or about the Premises from any cause whatsoever (except that which is caused by the negligence or willful misconduct by Landlord or its Agents or by the failure of Landlord to observe any of the terms and conditions of this Lease, if such failure has persisted for an unreasonable period of time after written notice of such failure), and Tenant hereby waives all claims in respect thereof against Landlord. The obligations of Tenant under this Paragraph 14 shall survive any termination of this Lease.

(b) **No Impairment of Insurance**. The foregoing indemnity shall not relieve any insurance carrier of its obligations under any policies required to be carried by either party pursuant to this Lease, to the extent that such policies cover the peril or occurrence that results in the claim that is subject to the foregoing indemnity.

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15. SUBROGATION: Landlord and Tenant hereby mutually waive any claim against the other for any liability for loss or damage to any of their property located on or about the Premises or the Building that is caused by or results from perils covered by property insurance carried by the respective parties, to the extent of the proceeds of such insurance actually received with respect to such loss or damage. Without limiting the generality of the foregoing, such absence of liability shall exist whether or not such loss or damage is caused by the negligence of either Landlord or Tenant or any of their respective Agents. Because the foregoing waivers will preclude the assignment of any claim by way of subrogation to an insurance company or any other person, each party now agrees to immediately give to its insurer written notice of the terms of these mutual waivers and shall have their insurance policies endorsed to prevent the invalidation of the insurance coverage because of these waivers. Nothing in this Paragraph shall relieve a party of liability to the other for failure to carry insurance required by this Lease.

16. ABANDONMENT: Tenant shall not abandon the Premises at any time during the Term. In the event of abandonment, the rights and remedies of Tenant and Landlord shall be determined in accordance with the applicable Washington statutes in effect at the time of abandonment.

17. FREE FROM LIENS: Tenant shall keep the Premises and the Property, free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Tenant.

18. ADVERTISEMENTS AND SIGNS: Except for signage permitted under Exhibit B or otherwise approved by Landlord, Tenant shall not place or permit to be placed in, upon, or about the Premises or the Property any signs, banners, advertisements or notices without obtaining Landlord's prior written consent or without complying with applicable law, and will not conduct, or permit to be conducted, any sale by auction on the Premises or otherwise on the Property. Tenant shall remove any sign, advertisement or notice placed on the Premises by Tenant upon the expiration of the Term or sooner termination of this Lease, and Tenant shall repair any damage or injury to the Premises or the Property caused thereby, all at Tenant's expense. If any signs are not removed, or necessary repairs not made, Landlord shall have the right to remove the signs and repair any damage or injury to the Premises at Tenant's sole cost and expense. Tenant shall have the right, at Tenant's sole cost and expense to place its name on the front door of the Premises and with Landlord approval, on the existing street monument sign (if applicable), provided such signage complies with Landlord's signage criteria. NO BANNERS OR TEMPORARY SIGNS ARE ALLOWED WITHOUT EXPRESSED WRITEN CONCENT OF LANDLORD IN LANDLORDS SOLE AND ABSOLUTE DISCRETION.

19. UTILITIES: Tenant shall contract directly and pay for utilities that Tenant is required to obtain under Paragraph 4(b)(4). If Tenant fails to pay for any of the foregoing when due, Landlord may for any basic utility pay the same and add such amount to the Rent.

20. ENTRY BY LANDLORD: Tenant shall permit Landlord and its Agents to enter into and upon the Premises at all reasonable times, upon at least 48 hours written notice (except in the case of an emergency, for which no notice shall be required), and subject to Tenant's reasonable security arrangements, for the purpose of inspecting the same or showing the Premises to prospective purchasers, lenders or (subject to the restriction below) tenants or to alter, improve, maintain and repair the Premises as required or permitted of Landlord under the terms hereof, without any rebate of Rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned (except for actual damages resulting from the negligence or willful misconduct of Landlord or its agents); and Tenant shall permit Landlord to post notices of non-responsibility and ordinary "for lease" signs, provided that Landlord may post such "for lease" signs and exhibit the Premises to prospective tenants only during the six (6) months prior to termination of this Lease. No such entry shall be construed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises.

21. DESTRUCTION AND DAMAGE:

(a) If the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord shall, at Landlord's option:

(1) In the event of total destruction (which shall mean destruction or damage in excess of fifty percent (50%) of the full insurable value thereof) of the Premises, elect either to commence promptly to repair and restore the

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Premises and prosecute the same diligently to completion, in which event this Lease shall remain in full force and effect; or not to repair or restore the Premises, in which event this Lease shall terminate. Landlord shall as promptly as possible (and in any event within sixty (60) days after the occurrence of such destruction) give Tenant written notice of its intention. If Landlord elects not to restore the Premises or does not notify Tenant of its intention within such period, this Lease shall be deemed to have terminated as of the date of such total destruction. In the event of total destruction, Tenant shall also have the right to terminate this Lease by written notice given to Landlord within thirty (30) days after the date of such destruction.

(2) In the event of a partial destruction (which shall mean destruction or damage to an extent not exceeding fifty percent (50%) of the full insurable value thereof) of the Premises for which Landlord will receive insurance proceeds sufficient to cover the cost to repair and restore such partial destruction and, if the damage thereto is such that the Premises may be substantially repaired or restored to its condition existing immediately prior to such damage or destruction within one hundred eighty (180) days from the date of such destruction, Landlord shall commence and proceed diligently with the work of repair and restoration, in which event the Lease shall continue in full force and effect. If such repair and restoration requires longer than one hundred eighty (180) days or if the insurance proceeds therefor (plus any amounts Tenant may elect or is obligated to contribute) are not sufficient to cover the cost of such repair and restoration, Landlord may elect either to so repair and restore, in which event the Lease shall continue in full force and effect, or not to repair or restore, in which event the Lease shall terminate. In either case, Landlord shall give written notice to Tenant of its intention within sixty (60) days after the destruction occurs. If Landlord elects not to restore the Premises, this Lease shall be deemed to have terminated as of the date of such partial destruction. In the event of partial destruction, and the repair and restoration thereof requires longer than one hundred eighty (180) days, Landlord shall promptly notify Tenant thereof, and if the destruction materially impairs Tenant's ability to continue its business operations in the Premises Tenant shall for a period of thirty (30) days after receiving such notice also have the right to terminate this Lease by written notice given to Landlord.

(3) Notwithstanding anything to the contrary contained in this Paragraph, in the event of material damage to the Premises occurring during the last twelve (12) months of the Term, Landlord or Tenant may elect to terminate this Lease by written notice of such election given to the other party within thirty (30) days after the damage occurs.

(b) If the Premises are damaged by any peril not covered by extended coverage insurance, and the cost to repair such damage exceeds any amount Tenant may agree to contribute, Landlord may elect either to commence promptly to repair and restore the Premises and prosecute the same diligently to completion, in which event this Lease shall remain in full force and effect; or not to repair or restore the Premises, in which event this Lease shall terminate. Landlord shall give Tenant written notice of its intention within sixty (60) days after the occurrence of such damage. If Landlord elects not to restore the Premises, this Lease shall be deemed to have terminated as of the date on which Tenant surrenders possession of the Premises to Landlord, except that if the damage to the Premises materially impairs Tenant's ability to continue its business operations in the Premises, then this Lease shall be deemed to have terminated as of the date such damage occurred.

(c) In the event of repair and restoration as herein provided, the monthly installments of Base Rent shall be abated proportionately in the ratio which Tenant's use of the Premises is impaired during the period of such repair or restoration. Except for such abatement, Tenant shall not be entitled to any compensation or damages for loss of use of the whole or any part of the Premises and/or any inconvenience or annoyance occasioned by such damage, repair or restoration.

(d) If Landlord is obligated to or elects to repair or restore as herein provided, Landlord shall repair or restore only those portions of the Premises which were originally provided at Landlord's expense, substantially to their condition existing immediately prior to the occurrence of the damage or destruction; and Tenant shall promptly repair and restore, at Tenant's expense, Tenant's fixtures, improvements, alterations and additions in and to the Premises which were not provided at Landlord's expense.

22. CONDEMNATION: If twenty-five percent (25%) or more of the Premises or the parking area for the Premises is taken for any public or quasi-public purpose by any lawful governmental power or authority, by exercise of the right of appropriation, inverse condemnation, condemnation or eminent domain, or sold to prevent such taking (each such event being referred to as a "Condemnation"), Landlord may, at its option, terminate this Lease as of the date title vests in the condemning party. If the Premises after any Condemnation and any repairs by Landlord would be untenantable for the conduct of Tenant's

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business operations or otherwise materially impairs Tenant's ability to continue its business operations in the Premises, Tenant shall have the right to terminate this Lease as of the date title vests in the condemning party. If either party elects to terminate this Lease as provided herein, such election shall be made by written notice to the other party given within thirty (30) days after the nature and extent of such Condemnation have been finally determined. Tenant shall not because of such taking assert any claim against Landlord. Landlord shall be entitled to receive the proceeds of all Condemnation awards, and Tenant hereby assigns to Landlord all of its interest in such awards except to the extent relating to Tenant's trade fixtures and the value, if any, of Tenant's leasehold interest. If less than twenty-five percent (25%) of the Premises or the parking area is taken, Landlord at its option may terminate this Lease. If neither Landlord nor Tenant elects to terminate this Lease to the extent permitted above, Landlord shall promptly proceed to restore the Premises, to the extent of any Condemnation award received by Landlord, to substantially their same condition as existed prior to such Condemnation, allowing for the reasonable effects of such Condemnation, and a proportionate abatement shall be made to the Base Rent and Additional Rent corresponding to the time during which, and to the portion of the floor area of the Premises (adjusted for any increase thereto resulting from any reconstruction) of which, Tenant is deprived on account of such Condemnation and restoration.

23. ASSIGNMENT AND SUBLETTING

(a) Tenant shall not voluntarily or by operation of law, (1) mortgage, pledge, hypothecate or encumber this Lease or any interest herein, (2) assign or transfer this Lease or any interest herein, sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be withheld unreasonably; provided, however that Tenant shall have the right to assign this Lease, without Landlord's consent **(i) in the event of a merger where Tenant is the surviving entity or the sale of substantially all of Tenant's assets; (ii) in the event of an assignment or sublease of all or a portion of Tenant's interest in this Lease or the Premises to any entity controlling Tenant, controlled by Tenant or under common control with Tenant; (iii) in the event of the transfer of Tenant's stock on a recognized national market or the issuance of additional preferred stock in a private placement; (iv) in the event of the transfer of Tenant's stock to its employees pursuant to an employee stock ownership plan or other arrangement with one or more employees; or (vi) in the event of any transfer of Tenant's stock by gift, bequest or inheritance** ("Permitted Assignment") and shall have the right to sublease some or all of the Premises ("Permitted Sublease") on the following conditions: (i) Tenant shall not then be in default under this Lease in any material respect; (ii) Tenant shall give Landlord at least twenty (20) days prior written notice of the effective date of the Permitted Assignment or Permitted Sublease; (iii) the assignee's or subtenant's use of the Premises shall not conflict with the provisions of Paragraph 8(a) or (b) above **without Landlord's prior consent, which shall not be withheld unreasonably**; and (iv) in the case of a Permitted Sublease, Tenant shall remain liable for all obligations of Tenant under this Lease. When Tenant requests Landlord's consent to such assignment or subletting (other than a Permitted Assignment or Permitted Sublease), it shall notify Landlord in writing of the name and address of the proposed assignee or subtenant and the nature and character of the business of the proposed assignee or subtenant and shall provide current financial statements for the proposed assignee or subtenant prepared in accordance with generally accepted accounting principles. Tenant shall also provide Landlord with a copy of the proposed sublet or assignment agreement, including all material terms and conditions thereof. Except in the case of a Permitted Assignment or Permitted Sublease, Landlord shall have the option, to be exercised within thirty (30) days of receipt of the foregoing, to (1) in the event of a sublease, cancel this Lease as of the commencement date stated in the proposed sublease or assignment, (2) in the event of a sublease, acquire from Tenant the interest, or any portion thereof, in this Lease and/or the Premises that Tenant proposes to assign or sublease, on the same terms and conditions as stated in the proposed sublet or assignment agreement, (3) consent to the proposed assignment or sublease, or (4) refuse its consent to the proposed assignment or sublease, providing that such consent shall not be unreasonably withheld.

(b) Without otherwise limiting the criteria upon which Landlord may withhold its consent, Landlord may take into account the reputation and credit worthiness of the proposed assignee or subtenant, the character of the business proposed to be conducted in the Premises or portion thereof sought to be subleased, and the potential impact of the proposed assignment or sublease on the economic value of the Premises. In any event, Landlord may withhold its consent to any assignment or sublease, if (1) the actual use proposed to be conducted in the Premises or portion thereof **is not reasonably suitable for the Premises**, or (2) the proposed assignment or sublease requires material alterations, improvements or additions to the Premises or portions thereof.

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(c) If Landlord consents to any assignment or sublease hereunder, the assignment or sublease agreement, as the case may be, after approval by Landlord, shall not be amended without Landlord's prior written consent, and shall contain a provision directing the assignee or subtenant to pay the rent and other sums due thereunder directly to Landlord upon receiving written notice from Landlord that Tenant is in default under this Lease with respect to the payment of Rent. Landlord's collection of such rent and other sums shall not constitute an acceptance by Landlord of attornment by such assignee or subtenant. A consent to one assignment, subletting, occupation or use shall not be deemed to be a consent to any other or subsequent assignment, subletting, occupation or use, and consent to any assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any assignment or subletting (other than a Permitted Assignment or Permitted Sublease) without Landlord's consent shall be void, and shall, at the option of Landlord, constitute a Default under this Lease.

(d) Tenant shall pay Landlord's reasonable fees, not to exceed One Thousand Dollars ($1,000.00) per transaction (or $500 in the case of a Permitted Assignment or Permitted Sublease), incurred in connection with Landlord's review and processing of documents regarding any proposed assignment or sublease.

(e) An assignment or subletting without Landlord's consent shall be a Default curable after notice pursuant to Section 24 below.

24. TENANT'S DEFAULT: The occurrence and continuation of any one of the following events shall constitute an event of default on the part of Tenant ("Default"):

(a) The abandonment of the Premises by Tenant;

(b) Failure to pay any installment of Rent or any other monies due and payable hereunder, said failure continuing for a period of three (3) days after the same is due;

(c) A general assignment by Tenant for the benefit of creditors;

(d) The filing of a voluntary petition in bankruptcy by Tenant, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Tenant's creditors, said involuntary petition remaining undischarged for a period of sixty (60) days;

(e) Receivership, attachment, or other judicial seizure of substantially all of Tenant's assets on the Premises, such attachment or other seizure remaining undismissed or undischarged for a period of **one hundred twenty (120)** days after the levy thereof;

(f) Failure of Tenant to execute and deliver to Landlord any subordination agreement or lease amendment required by Paragraph 30 or 42 within twenty (20) days after written notice from Landlord specifying the failure;

(g) An assignment or sublease, or attempted assignment or sublease, of this Lease or the Premises by Tenant contrary to the provision of Paragraph 23, unless such assignment or sublease is expressly conditioned upon Tenant having received Landlord's consent thereto;

(h) Failure in the performance of any of Tenant's covenants, agreements or obligations hereunder (except those failures specified as events of Default in other Paragraphs of this Paragraph 24, which shall be governed by such other Paragraphs), which failure continues for twenty (20) days after written notice thereof from Landlord to Tenant specifying the failure in reasonable detail provided that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such twenty (20) day period despite reasonable diligence, Tenant shall not be in default under this subparagraph unless Tenant fails thereafter diligently and continuously to prosecute the cure to completion; and

(i) Chronic delinquency by Tenant in the payment of Rent, or any other periodic payments required to be paid by Tenant under this Lease. "Chronic delinquency" shall mean failure by Tenant to pay Rent, or any other payments required

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to be paid by Tenant under this Lease, within ten (10) days after the same is due for any three (3) months (consecutive or nonconsecutive) during any calendar year.

25. LANDLORD'S REMEDIES:

(a) **Termination.** In the event of any Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity and under this Lease, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant:

(1) the worth at the time of award of any unpaid Rent and any other sums due and payable which have been earned at the time of such termination; plus

(2) the worth at the time of award of the amount by which the unpaid Rent and any other sums due and payable which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(3) the worth at the time of award of the amount by which the unpaid Rent and any other sums due and payable for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord (i) in retaking possession of the Premises; (ii) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Premises or any portion thereof, including such acts for reletting to a new tenant or tenants; (iii) for leasing commissions; or (iv) for any other costs necessary or appropriate to relet the Premises; plus

(5) such reasonable attorneys' fees incurred by Landlord as a result of a Default, and costs in the event suit is filed by Landlord to enforce such remedy; and plus

(6) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in subparagraphs (1) and (2) above, the "worth at the time of award" is computed by allowing interest at an annual rate equal to twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less. As used in subparagraph (3) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

Nothing in this Paragraph 25 shall be construed as relieving Landlord of its obligation to use commercially reasonable efforts, following termination of this Lease by Landlord for Tenant's Default or continuation of this Lease pursuant to Paragraph 25(b) below, to relet the Premises and mitigate its damages as a result of such Default.

(b) **Continuation of Lease.** In the event of any Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity and under this Lease, Landlord may continue this Lease in effect after Tenant's Default and abandonment and recover Rent as it becomes due, provided Tenant has the right to sublet or assign, subject only to reasonable limitations.

(c) **Re-entry.** In the event of any Default by Tenant, Landlord shall also have the right, with or without terminating this Lease, in compliance with applicable law, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

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(d) **Reletting.** In the event of the abandonment of the Premises by Tenant or in the event that Landlord shall elect to re-enter as provided in Paragraph 25(c) or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then if Landlord does not elect to terminate this Lease as provided in Paragraph 25(a), Landlord may from time to time, without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises. In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied in the following order: (1) to reasonable attorneys' fees incurred by Landlord as a result of a Default and costs in the event suit is filed by Landlord to enforce such remedies; (2) to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; (3) to the payment of any costs of such reletting; (4) to the payment of the costs of any alterations and repairs to the Premises; (5) to the payment of Rent due and unpaid hereunder; and (6) the residue, if any, shall be held by Landlord and applied in payment of future Rent and other sums payable by Tenant hereunder as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of Rent hereunder, be less than the Rent payable during the month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(e) **Termination.** No re-entry or taking of possession of the Premises by Landlord pursuant to this Paragraph 25 shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any Default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such Default.

(f) **Cumulative Remedies.** The remedies herein provided are not exclusive and Landlord shall have any and all other remedies provided herein or by law or in equity.

(g) **No Surrender.** No act or conduct of Landlord, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the Term, and such acceptance by Landlord of surrender by Tenant shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Landlord. The surrender of this Lease by Tenant, voluntarily or otherwise, shall not work a merger unless Landlord elects in writing that such merger take place, but shall operate as an assignment to Landlord of any and all existing subleases, or Landlord may, at its option, elect in writing to treat such surrender as a merger terminating Tenant's estate under this Lease, and thereupon Landlord may terminate any or all such subleases by notifying the sub-tenant of its election so to do within five (5) days after such surrender.

26. **TERMINATION & RELOCATION:** Landlord shall have the absolute unconditional right to terminate Tenant's lease with 30 days written notice to tenant and will return the Security Deposit in accordance with the surrender provisions of this Lease. Landlord also has the right, but not the obligation, to relocate Tenant to another space within the Project at similar price per monthly rent, similar or greater size. If Landlord elects to relocate Tenant, Landlord will pay reasonable direct relocation costs as documented by Tenant. These costs will specifically and only include telephone and internet wiring/startup costs, moving of office furniture/equipment. All costs for same will be paid by Landlord only if approved in writing by Landlord in advance.

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27. **ATTORNEY'S FEES:**

(a) All sums reasonably incurred by Landlord enforcing or implementing the terms of this Lease in connection with any event of Tenant Default, or holding over of possession by Tenant after the expiration or earlier termination of this Lease, including, without limitation, all costs, expenses and actual accountants, appraisers, attorneys and other professional fees, and any collection agency or other collection charges, shall be due and payable by Tenant to Landlord on demand. Tenant's obligation

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in this regard shall bear interest thereon at the Interest Rate, regardless of whether or not legal proceedings are, or have been, commenced to enforce the Lease. Tenant's obligation in this regard includes attorneys' fees and expenses arising in or related to a case brought by Tenant, its successors, assignees or subtenant(s) under Title 1 I U.S.C., commonly known as "Bankruptcy Code" provisions.

(b) If either Landlord or Tenant commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with the interpretation of or enforcement of the terms, conditions and obligations of this Lease, including, but not limited to, any action for recovery of rent due and unpaid, or to recover possession of the Premises, or for damages for breach of this Lease, then the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees, expert's fees and costs, arbitrator's fees and costs, discovery costs and expenses and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.

28. TAXES: Tenant shall be liable for and shall pay, prior to delinquency, all taxes levied against personal property and trade or business fixtures of Tenant. If any personal property, trade fixture or other property of Tenant, is assessed and taxed with the Property, Tenant shall pay such taxes to Landlord within ten (10) days after delivery to Tenant of a statement therefor.

29. EFFECT OF CONVEYANCE: In the event of any sale of the Property or the Premises, and to the extent the purchaser has assumed in writing Landlord's covenants and obligations hereunder, Landlord shall be and hereby is entirely freed and relieved of all such covenants and obligations of Landlord hereunder.

30. TENANT'S ESTOPPEL CERTIFICATE: From time to time, within twenty (20) days after written request of Landlord, Tenant shall execute, acknowledge and deliver to Landlord or its designee, a written certificate stating (a) the date this Lease was executed, the Commencement Date of the Term and the date the Term expires; (b) the date Tenant entered into occupancy of the Premises; (c) the amount of Rent and the date to which such Rent has been paid; (d) that to Tenant's knowledge, this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or, if assigned, modified, supplemented or amended, specifying the date and terms of any agreement so affecting this Lease); (e) that this Lease represents the entire agreement between the parties with respect to Tenant's right to use and occupy the Premises (or specifying such other agreements, if any); (f) that all obligations under this Lease to be performed by Landlord as of the date of such certificate have, to Tenant's knowledge, been satisfied (or specifying those as to which Tenant claims that Landlord has yet to perform); (g) that all required contributions by Landlord to Tenant on account of Tenant's improvements have been received (or stating exceptions thereto); (h) that on such date, to Tenant's knowledge, there exist no defenses or offsets that Tenant has against the enforcement of this Lease by Landlord (or stating exceptions thereto); (i) that no Rent or other sum payable by Tenant hereunder has been paid more than one (1) month in advance (or stating exceptions thereto); (j) that security has been deposited with Landlord, stating the amount thereof; and (k) any other matters evidencing the status of this Lease that may reasonably be required either by a lender making a loan to Landlord to be secured by a deed of trust covering the Premises or by a purchaser of the Premises. Any such certificate delivered pursuant to this Paragraph 29 may be relied upon by a prospective purchaser of Landlord's interest or a mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the Premises. **The obligation to provide an Estoppel Certificate, as set forth above, shall be mutual to both Landlord and Tenant.**

31. SUBORDINATION: Landlord shall have the right to cause this Lease to be and remain subject and subordinate to any and all mortgages, deeds of trust and ground leases, if any ("Encumbrances") that are now or may hereafter be executed covering the Premises, or any renewals, modifications, consolidations, replacements or extensions thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof; provided only, that in the event of termination of any such ground lease or upon the foreclosure of any such mortgage or deed of trust, so long as Tenant is not in default, the holder thereof ("Holder") shall agree to recognize Tenant's rights under this Lease and not disturb Tenant as long as Tenant shall pay the Rent and observe and perform all the provisions of this Lease to be observed and performed by Tenant. Within twenty (20) days after Landlord's written request, Tenant shall execute, acknowledge and deliver any and all reasonable documents required by Landlord or the Holder to effectuate such subordination consistent with the above terms. If Tenant fails to do so, such failure shall constitute a Default by Tenant under this Lease. Notwithstanding anything to the contrary set forth in this Paragraph 30, Tenant hereby attorns and agrees to attorn to any person or entity purchasing or otherwise acquiring the Premises at any sale or other

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proceeding or pursuant to the exercise of any other rights, powers or remedies under such Encumbrance and any such person or entity agrees and shall agree to recognize Tenant's rights under this Lease and not disturb Tenant as long as Tenant shall pay the Rent and observe and perform all the provisions of this Lease to be observed and performed by Tenant.

32. ENVIRONMENTAL COVENANTS:

(a) As used herein, the term "Hazardous Material" shall mean any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property, including all of those materials and substances designated as hazardous or toxic by the city in which the Premises are located, the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the Food and Drug Administration, or the Washington Department of Environmental Quality, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. Without limiting the generality of the foregoing, the term "Hazardous Material" shall include all petroleum, petroleum-related substances and the by-products, fractions, constituents and sub-constituents of petroleum or petroleum-related substances, asbestos, and any other materials requiring remediation now or in the future under federal, state or local statutes, ordinances, regulations or policies.

(b) Tenant represents, warrants and covenants (i) that it will use and store in, on or about the Premises, only those Hazardous Materials that are ordinary and customary in the normal course of the Permitted Uses set forth in Paragraph 8(a), (ii) that, with respect to any such Hazardous Materials, Tenant shall comply with all applicable federal, state and local laws, rules, regulations, policies and authorities relating to the storage, use, disposal or cleanup of Hazardous Materials, including, but not limited to, the obtaining of proper permits, and (iii) that it will not dispose of any Hazardous Materials in, on or about the Premises under any circumstances.

(c) Tenant shall immediately notify Landlord if it becomes aware of any inquiry, test, investigation or enforcement proceeding by or against Tenant, Landlord or the Premises concerning a Hazardous Material. Tenant acknowledges that Landlord, as the owner of the Premises, shall have the right, at its election, in its own name or as Tenant's agent, to negotiate, defend, approve and appeal, at Tenant's expense, any action taken or order issued with regard to a Hazardous Material by an applicable governmental authority.

(d) If Tenant's storage, use or disposal of any Hazardous Material in, on or adjacent to the Premises results in any contamination of the Premises, the soil or surface or groundwater (1) requiring remediation under federal, state or local statutes, ordinances, regulations, or policies, or (2) at levels which are unacceptable to Landlord, in Landlord's reasonable judgment, Tenant agrees to clean up said contamination. Tenant further agrees to indemnify, defend and hold Landlord harmless from and against any claims, liabilities, suits, losses, causes of action, costs, expenses or fees, including reasonable attorneys' fees and costs (collectively, "Environmental Claims") arising out of or in connection with any Hazardous Materials currently or hereafter used, stored or disposed of by Tenant or its agents, employees, contractors or invitees in or adjacent to the Premises and any remediation, cleanup work, inquiry or enforcement proceeding in connection therewith; provided, however, the foregoing indemnification shall not apply to any Environmental Claims to the extent Landlord has contributed to or exacerbated the condition or quantity of such Hazardous Materials or any damage or injury resulting therefrom.

(e) Notwithstanding any other right of entry granted to Landlord under this Lease, Landlord shall have the right to enter the Premises or to have consultants enter the Premises throughout the term of this Lease for the purpose of (1) determining whether the Premises are in conformity with federal, state and local statutes, regulations, ordinances, and policies including those pertaining to the environmental condition of the Premises, (2) conducting an environmental audit or investigation of the Premises for purposes of sale, transfer, conveyance or financing, (3) determining whether Tenant has complied with this Paragraph 31, and (4) determining the corrective measures, if any, required of Tenant to ensure the safe use, storage and disposal of Hazardous Materials, or to remove Hazardous Materials (except to the extent used, stored or disposed of by Tenant or its agents, employees, contractors or invitees in compliance with applicable law). Landlord agrees to provide Tenant with reasonable advance notice of such inspections, and Tenant agrees to provide access and reasonable assistance for such inspections. Such inspections may include, but are not limited to, entering the Premises or adjacent property with drill rigs or other machinery for the purpose of obtaining laboratory samples. Landlord shall not be limited in the number of such inspections during the term of this Lease. To the extent such inspections disclose the presence of Hazardous Materials used, stored or disposed of

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by Tenant or its agents, employees, contractors or invitees, Tenant shall reimburse Landlord for the cost of such inspections within ten (10) days of receipt of a written statement thereof. If such consultants determine that the Premises are contaminated with Hazardous Materials used, stored or disposed of by Tenant or its agents, employees contractors or invitees, Tenant shall, in a timely manner, at its expense, remove such Hazardous Materials or otherwise comply with the recommendations of such consultants to the reasonable satisfaction of Landlord and any applicable governmental agencies. The right granted to Landlord herein to inspect the Premises shall not create a duty on Landlord's part to inspect the Premises, or liability of Landlord for Tenant's use, storage or disposal of Hazardous Materials, it being understood that Tenant shall be solely responsible for all liability in connection therewith.

(f) Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease free of debris, waste and Hazardous Materials used, stored or disposed of by Tenant or its agents, employees, contractors or invitees, and in a condition which complies with all governmental statutes, ordinances, regulations and policies, reasonable recommendations of consultants hired by Landlord, and such other reasonable requirements as may be imposed by Landlord.

(g) Landlord agrees to indemnify, defend and hold harmless Tenant from and against any and all Claims arising out of or in connection with any Hazardous Materials placed in or under the Premises by any person or entity other than Tenant or a Tenant Affiliate; provided, however, the foregoing indemnification shall not apply to any Claims attributable to any Hazardous Materials to the extent Tenant has contributed to or exacerbated the condition or quantity of such Hazardous Materials or any damage or injury resulting therefrom. As used in this Paragraph 31 (g), "Tenant Affiliate" shall mean and include any affiliate, agent, employee, contractor, or licensee of Tenant or of an affiliate of Tenant.

(h) Landlord represents and warrants that to its knowledge, except as disclosed by Landlord to Tenant in writing prior to the execution of this Lease, any use, storage, treatment, transportation, manufacturer, refinement, handling, production or disposal of Hazardous Materials that may have occurred on the Premises during its ownership of the Premises was in compliance with all environmental laws in effect at the time. Landlord further represents and warrants that to its knowledge no leak, spill, release, discharge, emission or disposal of Hazardous Materials has occurred on the Premises during or prior to its ownership of the Premises.

(i) Landlord's and Tenant's obligations under this Paragraph 31 shall survive termination of this Lease.

33. CONSENTS: Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Landlord's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Tenant for any Landlord consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Tenant upon receipt of an invoice and supporting documentation therefor. Landlord's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Tenant of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Landlord at the time of such consent.

34. NOTICES: All notices and demands which may or are to be required or permitted to be given to either party by the other hereunder shall be in writing and shall be sent by United States mail, postage prepaid, registered or certified, or by personal delivery or overnight courier, addressed to the addressee at the address for such addressee as specified in the Basic Lease Information, or to such other place as such party may from time to time designate in a notice to the other party given as provided herein, or by facsimile at the number therefor designated by the addressee in a written notice given as provided herein. Notice shall be deemed given upon the earlier of actual receipt or the third day following deposit in the United States mail in the manner described above.

35. WAIVER: The waiver of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No delay or omission in the exercise of any right or remedy of Landlord

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on any Default by Tenant shall impair such a right or remedy or be construed as a waiver. Any waiver by Landlord of any Default must be in writing and shall not be a waiver of any other Default concerning the same or any other provisions of this Lease.

36. HOLDING OVER: Any holding over after the expiration of the Term, without the express written consent of Landlord, shall constitute a Default and, without limiting Landlord's remedies provided in this Lease, such holding over shall be construed to be a tenancy at sufferance, at a rental rate of one hundred and fifty percent (150%) of the Base Rent last due in this Lease, plus Additional Rent, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

37. SUCCESSORS AND ASSIGNS: The terms, covenants and conditions of this Lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto. If Tenant shall consist of more than one entity or person, the obligations of Tenant under this Lease shall be joint and several.

38. TIME: Time is of the essence of this Lease and each and every term, condition and provision herein.

39. BROKERS: Except as set forth in the Basic Lease Information, Landlord and Tenant each represents and warrants to the other that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker in the negotiating or making of this Lease, and each party agrees to indemnify and hold harmless the other from any claim or claims, and costs and expenses, including attorneys' fees, incurred by the indemnified party in conjunction with any such claim or claims of any other broker or brokers to a commission in connection with this Lease as a result of the actions of the indemnifying party.

40. LIMITATION OF LIABILITY: Tenant agrees that, in the event of any default or breach by Landlord with respect to any of the terms of the Lease to be observed and performed by Landlord, Tenant's only remedy shall be to seek a money judgment against Landlord, and (a) Tenant shall look solely to the estate and property of Landlord or any a successor in interest in the Property and the Premises, for the satisfaction of Tenant's remedies for the collection of the judgment (or other judicial process) requiring the payment of money by Landlord; (b) no other property or assets of Landlord, its partners, shareholder, officers, directors or any successor in interest shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies; (c) no personal liability shall at any time be asserted or enforceable against Landlord's partners or successors in interest (except to the extent permitted in (a) above), or against Landlord's shareholders, officers or directors, or their respective partners, shareholders, officers, directors or successors in interest; and (d) no judgment will be taken against any partner, shareholder, officer or director of Landlord. The provisions of this section shall apply only to the Landlord and the parties herein described, and shall not be for the benefit of any insurer nor any other third party.

41. FINANCIAL STATEMENTS: Within twenty (20) days after Landlord's request, Tenant shall deliver to Landlord's lender or other qualified bona-fide purchaser of the Building, the then current (as of the end of the most recent fiscal year) financial statements of Tenant (including interim periods following the end of the last fiscal year for which annual statements are available), prepared or compiled by Tenant or a certified public accountant, including a balance sheet and profit and loss statement for the most recent prior fiscal year, all prepared in accordance with generally accepted accounting principles consistently applied.

42. RULES AND REGULATIONS: Tenant agrees to comply with such reasonable rules and regulations as Landlord may adopt from time to time for the orderly and proper operating of the Premises and parking and other common areas, provided such rules and regulations are not inconsistent with the terms of this Lease and apply generally to tenants of the Building. Such rules may include but shall not be limited to the following: (a) restriction of employee parking to a limited, designated area or areas provided such area or areas includes no less than Tenant's Proportionate Share of the overall parking for the Building; and (b) regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the failure of any other person to observe and abide by any of said rules and regulations.

43. DEFAULT BY LANDLORD: Landlord shall be in default under this Lease if it fails to perform any of its covenants, agreements or obligations hereunder, which failure continues for thirty (30) days after written notice thereof from Tenant to Landlord specifying the failure in reasonable detail <u>provided that</u>, if Landlord has exercised reasonable diligence to cure

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such failure and such failure cannot be cured within such thirty (30) day period despite reasonable diligence, Landlord shall not be in default under this subparagraph unless Landlord fails thereafter diligently and continuously to prosecute the cure to completion. Upon default by Landlord, Tenant shall be entitled to exercise any and all remedies under this Lease, at law or in equity.

44. MORTGAGEE PROTECTION:

(a) Modifications for Lender. If, in connection with obtaining financing for the Premises or any portion thereof, Landlord's lender shall request reasonable modifications to this Lease as a condition to such financing, Tenant shall not unreasonably withhold, delay or defer its consent to such modifications, provided such modifications do not adversely affect Tenant's rights or increase Tenant's obligations under this Lease and provided Tenant is reimbursed by Landlord for its reasonable expenses in responding to such request.

(b) Rights to Cure. Tenant agrees to give to any trust deed or mortgage holder("Holder"), by registered or certified mail, at the same time as it is given to Landlord, a copy of any notice of default given to Landlord, provided that prior to such notice Tenant has been notified, in writing, (by way of notice of assignment of rents and leases, or otherwise) of the address of such Holder. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Holder shall have an additional twenty (20) days after expiration of such period, or after receipt of such notice from Tenant (if such notice to the Holder is required by this Paragraph 42(b)), whichever shall last occur, within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such twenty (20) days, any Holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated.

45. ENTIRE AGREEMENT: This Lease, including the Exhibits and any Addenda attached hereto, which are hereby incorporated herein by this reference, contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein or therein, shall be of any force and effect.

46. INTEREST: Any installment of Rent and any other sum due from Tenant under this Lease which is not received by Landlord within ten (10) days from when the same is due shall bear interest from such tenth (10th) day until paid at an annual rate equal to the lesser of Ten percent per annum and the maximum rate of interest permitted by law. Payment of such interest shall not excuse or cure any Default by Tenant. In addition, Tenant shall pay all reasonable costs and attorneys' fees incurred by Landlord in collection of such amounts.

47. FORCE MAJEURE DELAYS: Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, or labor shortages; inability to obtain materials, supplies or reasonable substitutes therefor; governmental restrictions, regulations, controls, action or inaction by local governmental agencies (i.e, obtaining building permit(s)), approvals, Certificates of Occupancy, etc.) embargoes, civil commotion or war; earthquake, flood, fire, power failure or shortage, utility availability or other acts of God; fault or neglect by the other party to this Lease or its agents, employees or contractors; or other causes beyond the reasonable control of the party obligated to perform (except financial inability) shall excuse the performance for a period equal to the period of any said prevention delay or stoppage, of any obligation hereunder, except the obligation of Tenant to pay rent or any other sums due hereunder in the event such prevention, delay or stoppage has been caused by the fault or neglect of Tenant. In the event the time for performance shall be extended one three hundred sixty (360) beyond the original date for performance, the party to whom the obligation is owed may terminate this Lease by giving notice to the other party, unless said party giving notice has been the cause of such delay.

48. CONSTRUCTION: This Lease shall be construed and interpreted in accordance with the laws of the State of Washington. The parties acknowledge and agree that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Lease, including the Exhibits and any Addenda attached hereto. All captions in this Lease are for reference only and shall not be used in the interpretation of this Lease. Whenever required by the context of this Lease, the singular shall include the plural, the masculine shall include the feminine, and vice versa. If any provision of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect.

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49. REPRESENTATIONS AND WARRANTIES OF TENANT: Tenant hereby makes the following representations and warranties, each of which is material and being relied upon by Landlord, is true in all respects as of the date of this Lease, and shall survive the expiration or termination of the Lease.

(a) If Tenant is an entity, Tenant is duly organized, validly existing and in good standing under the laws of the state of its organization and the persons executing this Lease on behalf of Tenant have the full right and authority to execute this Lease on behalf of Tenant and to bind Tenant without the consent or approval of any other person or entity. Tenant has full power, capacity, authority and legal right to execute and deliver this Lease and to perform all of its obligations hereunder. To Tenant's knowledge, this Lease is a legal, valid and binding obligation of Tenant, enforceable in accordance with its terms.

(b) Tenant has not (1) made a general assignment for the benefit of creditors, (2) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by any creditors, (3) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (4) suffered the attachment or other judicial seizure of all or substantially all of its assets, (5) admitted in writing its inability to pay its debts as they come due, or (6) made an offer of settlement, extension or composition to its creditors generally.

Landlord and Tenant have executed and delivered this Lease as of the Lease Date specified in the Basic Lease Information.

LANDLORD:

YETI INVESTMENTS LLC
An Oregon Corporation

DocuSigned by:

By: Richard E Duncan

B02FD2B819A94F7...

Rich Duncan
Member 3/8/2021 | 17:02 PST

TENANT:

All For You Massage Inc.

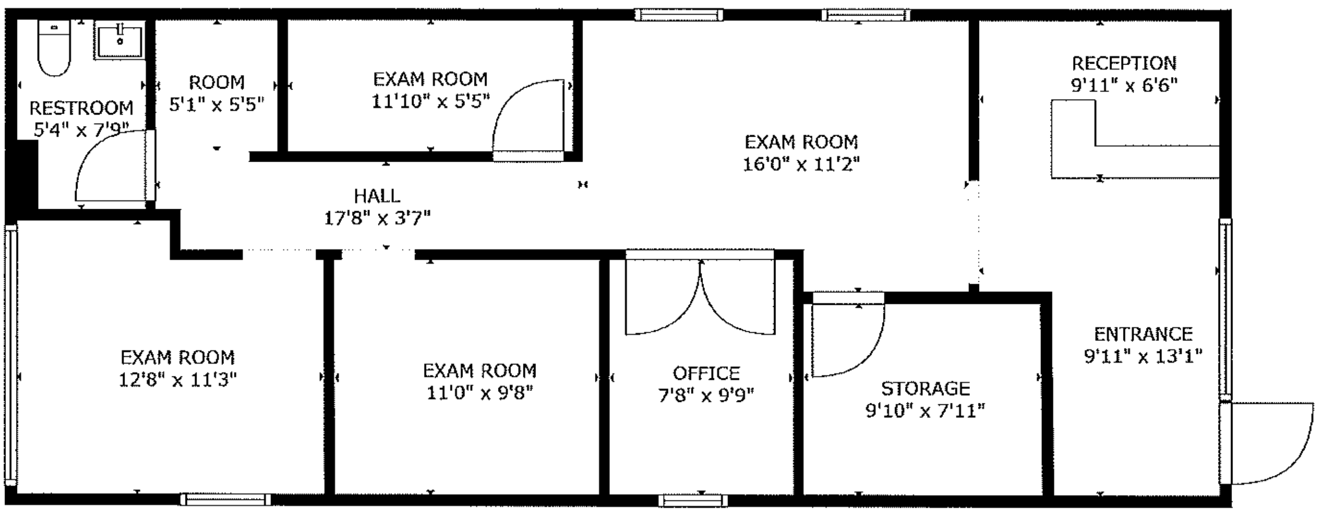
By: Melissa Schram 03-06-2021

Melissa Schram
Owner

DS
RN

3/8/2021 | 17:05 PST

EXHIBIT A
DESCRIPTION OF THE PREMISES



GROSS INTERNAL AREA
FLOOR 1: 974 sq ft
TOTAL: 974 sq ft
SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY

Matterport

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EXHIBIT B
WORK LETTER/LANDLORD DELIVERY

Landlord at Landlord expense shall perform the following Tenant Improvements:

1. **Paint Interior – color to be chosen by Tenant**
2. **Clean all interior carpets**
3. **Replace/repair ceiling tiles if necessary**
4. **Install tenant provided cupboards if necessary**
5. **Remove floor-ceiling mirror in back room**
6. **Install demising wall with two doors creating 2 additional rooms – see drawing**
7. **Provide curtains for reception windows and office with paned windows.**
8. **Install 2 sinks and with sink bases in rear 2 offices**

1. **ACKNOWLEDGMENT:**

   A. Tenant and Landlord acknowledge that construction may be ongoing in the Building at the time the Tenant takes Possession of the space for an unforeseeable amount of time, including frequent disruptions such as hammering, sawing, sheet rock and sheet rock dust, addition of skylights and other unforeseeable construction issues. Tenant does not hold Landlords, contractors and assigns responsible for damage, personal injury, business disruptions, inconvenience and this paragraph shall link directly to the indemnity paragraph within this lease. Landlord shall use best efforts to keep Premises dry and minimize disruption to Tenant's activities.

   Tenant hereby acknowledges and accepts said construction in and around the premises and on the floor and in the common areas.

2. **INITIAL** MS **(Tenant) INITIAL** DS RD **(Landlord)**

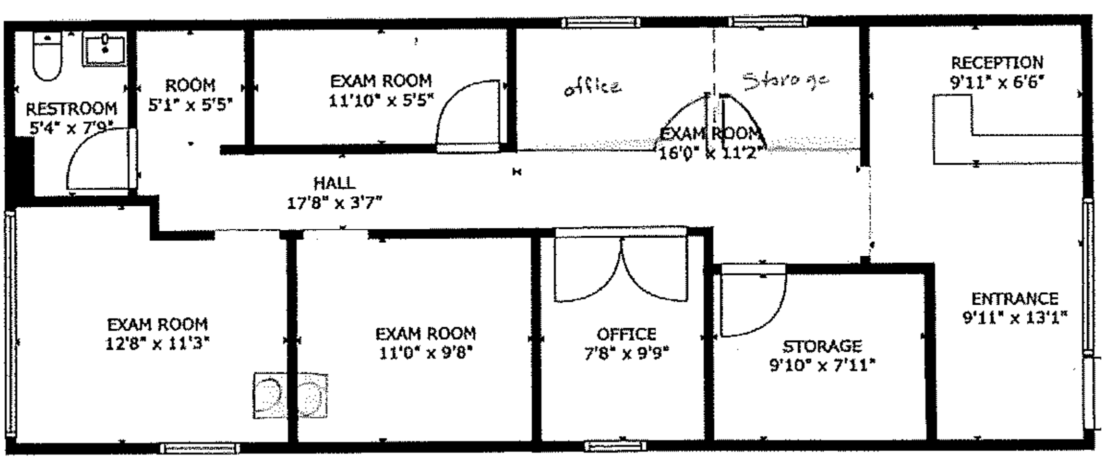

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EXHIBIT C

OPTION TO RENEW

Tenant shall have (2) option(s) to renew this Lease as follows:

1. Number. Landlord hereby grants to Tenant (2) options to renew this Lease, for a term of (5) years in length ("Option Term"). **The options shall be personal to Tenant (including any Permitted Assignment or Permitted Sublease) and will not be assignable in the event of sublease or assignment.**

2. Timing. The Option Term shall commence on the day following the expiration of the original term of this Lease.

3. Exercise. To exercise the Option Term, Tenant shall **provide written notice WITH RETURN RECIEPT, via US Mail or Overnight Service (fed-ex, UPS, DHL or similar)** to Landlord of the exercise no sooner than 270 days but not later than one hundred eighty (180) days prior to the expiration of the original term. Such notice shall expressly provide that Tenant has elected to exercise the Option Term. Upon the giving of such notice, in accordance with the terms of this Lease, such election shall be binding upon Tenant and Landlord.

4. FAILURE TO PROPERLY EXERCISE OPTION: If tenant fails to provide timely WRITTEN notice of its exercise of option, ALL PARTIES AGREE THAT THE OPTION IS NULL AND VOID AND OF NO FURTHER FORCE. FURTHER, ANY SUBSEQUENT OPTION(S) ARE ALSO NULL AND VOID. TENANT AGREES THAT LANDLORD BEARS NO RESPONSIBILITY TO REMIND OR MONITOR TENANT'S OPTION OR THE PROPER EXERCISE THEREOF.

INITIAL TENANT: ML INITIAL LANDLORD: DS KD

5. Rental. The Base Rent during the first year of the Option Term shall be the Base Rent in effect during the immediately preceding Lease year, increased by the greater of **100% of Fair Market Value of similar spaces with on-site parking and other building amenities in Vancouver, Washington or a minimum of 5% above the final year of the initial term, whichever is greater.** Thereafter, Base Rent will increase during the Option Term on an annual basis (effective on each anniversary of the commencement date of the Option Term) by five percent (5%) over the Base Rent in effect during the initial year of the Option Term. During the Option Term, Additional Rent shall be determined in accordance with Section 4(b) of the Lease.

6. Determination of Fair Market Rental Value. The parties shall agree upon the fair market rental value of the Premises within twenty (20) days following notice by Tenant to Landlord of Tenant's election to exercise the Option Term. If the parties are unable to agree upon such fair market rental value within the twenty (20) day period, then either party may, upon ten (10) days' prior written notice, submit the matter to binding determination in accordance with this paragraph. The party giving notice of it's decision to submit the matter shall include within such notice the name, address and telephone number of a real estate leasing broker, who shall be (a) not affiliated with either party and not have provided real estate services to either party within the preceding five (5) years, (b) licensed in the State of Washington, and (c) experienced in leasing commercial property with on-site parking and other building amenities in Vancouver, Washington ("Qualified Broker"). The second party shall have fifteen (15) days following the giving of such notice in which to designate and notify the first party of its Qualified Broker (including name, address and telephone number). If the second party fails to appoint a Qualified Broker within that fifteen (15) day period, then the first party's Qualified Broker shall be the sole person determining the fair market rental value of the Premises. If two Qualified Brokers are so appointed, those two shall each, within ten (10) days thereafter, select a third Qualified Broker. If the two Qualified Brokers fail to select a third Qualified Broker within the ten (10) day period, then either party may apply to the court in Clark County, Washington for appointment of the third Qualified Broker. The Qualified Broker(s) shall thereafter meet and advise the parties of the procedures to be followed in arriving at the fair market rental value of the

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Premises. Each Qualified Broker who is appointed by the party shall make a determination of the fair market rental value of the Premises. The third Qualified Broker shall then pick one of those two determinations, and the determination so selected by the third Qualified Broker shall be binding and conclusive upon the parties. Each party shall be responsible for paying the Qualified Broker it selected, and each party shall be responsible for paying one-half (1/2) of the costs of the third Qualified Broker. If only one Qualified Broker serves, because the second party fails to select a Qualified Broker, then the cost of that sole Qualified Broker shall be divided equally between the parties. Each party shall bear its own attorney fees and costs, if any, associated with determining the fair market rental value of the Premises.

7. **Terms.** All terms not otherwise defined in this Exhibit shall have the meanings ascribed to them in the Lease.

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EXHIBIT D
LEASE COMMENCEMENT LETTER AND ACCEPTANCE NOTICE

Date

Via email:

TENANT NAME
TENANT ADDRESS

RE: Lease Commencement and Acceptance

Dear ________:

This letter confirms that ____________ (Tenant) officially occupied ______________(Premises) on ____________. Rent Commencement date is _______________.

Term of Lease is _____ years. Your Lease Commencement Date is __________; Lease Expiration Date is ___________. A security deposit of $_________ was received upon Lease execution. Square footage of premises is __________. Additional Rent is calculated at $_________ per month (based on attached CAM Estimate Worksheet).

Commencing __________ Rent & Additional Rent is calculated as follows:

CALCULATION

Credit/Due	**$**

Commencing ________ and continuing monthly thereafter until otherwise notified, your monthly rent is:

Base Rent	$
Monthly CAM	$
Total Due	$

Please acknowledge acceptance of the premises pursuant to the Lease as of ___________, as well as receipt of this letter where indicated below. Please sign and return **promptly** to this office. We will not invoice you on a monthly basis. Rent and any additional rent is due in accordance with the terms of your lease. Rent is made payable to ___________ and mailed to our office address shown below.

Sincerely,

YETI INVESTMENTS LLC
By: its Manager

____
Rich Duncan, Member

ACCEPTED AND APPROVED BY:

BY: ____ ____________________Date

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EXHIBIT E

GUARANTY OF LEASE

WHEREAS, YETI INVESTMENTS LLC., hereinafter "Landlord", and Melissa Schram, hereinafter "Tenant", are about to execute a document entitled "Lease" dated April 1, 2021 concerning the premises commonly known as 5500 109th Ct Suite F Vancouver, Wa 98662 wherein Landlord will lease the premises to Tenant, and

WHEREAS, Melissa Schram, hereinafter "Guarantor" has a financial interest in Tenant, and

WHEREAS, Landlord would not execute the Lease if Guarantor did not execute and deliver to Landlord this Guaranty of Lease.

NOW THEREFORE, in consideration of the execution of the foregoing Lease by Landlord and as a material inducement to Landlord to execute said Lease, Guarantor hereby jointly, severally, unconditionally and irrevocably guarantees the prompt payment of Tenant of all rents and all other sums payable by Tenant under said Lease but only until such time as Tenant vacates the premises and surrenders the same in the condition required by the Lease and without giving effect to any acceleration of fixed rent, additional rent or other claims of damages.

It is specifically agreed that the terms of the foregoing Lease may be modified by agreement between Landlord and Tenant, or by a course of conduct, and said Lease may be assigned by Landlord or any assignee of Landlord without consent or notice to Guarantor and that this Guaranty shall guarantee the performance of said Lease as so modified.

This Guaranty shall not be released, modified or affected by the failure or delay on the part of Landlord to enforce any of the rights or remedies of the Landlord under said Lease, whether pursuant to the terms thereof or at law or in equity.

This Guaranty shall apply to and cover the Lease, including any option periods, extension, amendments, assignments, to affiliates, subleases, transfers to affiliates, or other modifications of the Lease, whether or not Guarantor shall have knowledge or be notified of or agreed or consented to any such option period, renewal, extension, amendment, option periods, assignment, sublease, transfer or modification of the Lease.

No notice of default need be given to Guarantor, it being specifically agreed that the guarantee of the undersigned is a continuing guarantee under which Landlord may proceed immediately against Tenant and/or against Guarantor following any breach or default by Tenant or for the enforcement of any rights which Landlord may have as against Tenant under the terms of the Lease or at law or in equity.

Landlord shall have the right to proceed against Guarantor hereunder following any breach or default by Tenant without first proceeding against Tenant and without previous notice to or demand upon either Tenant or Guarantor, provided, however, that notwithstanding anything herein to the contrary, application of the security deposit under the Lease shall be credited to Guarantor's obligations hereunder.

Guarantor hereby waives (a) notice of acceptance of this Guaranty, (b) demand of payment, presentation and protest, (c) any right to require the Landlord to proceed against the Tenant or any other Guarantor or any other person or entity liable to Landlord, (d) any right to require Landlord to proceed under any other remedy Landlord may have before proceeding against Guarantor.

Guarantor does hereby subrogate all existing or future indebtedness of Tenant to Guarantor to the obligations owed to Landlord under the Lease and this Guaranty.

If a Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate property for all of the obligations hereunder.

The obligations of Tenant under the Lease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require the Guarantor hereunder to do and provide the same.

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The term "Landlord" refers to and means the Landlord named in the Lease and also Landlord's successors and assigns. So long as Landlord's interest in the Lease, the leased premises or the rent, issues and profits therefrom, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantor of the Landlord's interest shall affect the continuing obligation of Guarantor under this Guaranty which shall nevertheless continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successors and assigns.

The term "Tenant" refers to and means the Tenant named in the Lease and also Tenant's successors and assigns.

In the event any action be brought by said Landlord against Guarantor hereunder to enforce the obligation of Guarantor hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee which shall be fixed by the court.

Executed at: ______________________________

Date: ______________________________

GUARANTOR

By: ______________________________
Melissa Schram

Address: ______________________________

Cell Phone: ______________________________

Driver's License #: ______________________________

SSN#: ______________________________

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Exhibit F
SR500 COMMERCE CENTER
RULES AND REGULATIONS

1. **COMMON HALLS, ENTRANCES AND EGRESS.** The entrances, halls, corridors, stairways, exits, and elevators shall not be obstructed by any of the tenants, or used for any purpose other than for ingress and egress from their respective premises. The entrances, halls, corridors, stairways exits and elevators are not intended for use by the general public but for the tenant and its employees, licensees and invitees. Landlord reserves the right to control and operate the public portions of the Building and the public facilities; as well as, facilities furnished for the common use of the tenants, in such manner as it in its reasonable judgment deems best for the benefit of the tenants generally. No tenant shall invite to the tenant's premises, or permit the visit of, persons in such numbers or under such condition as to interfere with the use and enjoyment of the plazas, entrances, corridors, elevators and other facilities of the Building by any other tenants. Fire exits are for the emergency use only, and they shall not be used for any other purpose. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules.

2. **ADMISSION.** Tenant shall be responsible for all persons for whom it issues any such pass and shall be liable to landlord for all acts or omissions of such persons.

3. **COMMUNICATION.** Tenants agree to communicate with Landlord via email, which must be immediately provided herewith or upon request.

4. **USE.**

a.) No premises of any tenant shall be used for lodging or sleeping, or for any immoral or illegal purpose.
b.) No tenant shall use its premises, or permit and part thereof to be used, for manufacturing or the sale at retail or auction of merchandise, goods or property of any kind unless said use is consistent with the use provisions of the Lease.
c.) No bankruptcy, going out of business, liquidation or other form of distress sale shall be held on any of tenant's premises. No advertisement shall be done by loudspeaker, barkers, flashing light or displays or other method not consistent with the character of the building.

5. **MOVE IN.**

a.) All tenant move-ins and move-outs shall be coordinated with the property management team. A pre and post walk-through will be necessary.
b.) All movement of freight, furniture, packages, boxes, and crates or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as landlord or its agent may determine from time to time. Any labor and engineering costs incurred by Landlord in connection with any moving herein specified shall be paid by Tenant to Landlord, on demand.
c.) Hand trucks not equipped with rubber tires and side guards shall not be used within the Building.

6. **TENANT IMPROVEMENTS.**

a.) Tenant must receive approval by Landlord for all interior paint colors to be used within their premises. Additionally, tenant is not permitted to paint floors, windows, window mullions, ceiling, pipes, doors, relites, etc. Tenant is only allowed to paint walls, unless previous approved in writing by Landlord.
b.) Tenant shall not install or construct any additional walls, electrical, plumbing, etc., without the prior written consent of the Landlord.
c.) All walls to be finished to Level 3 smoothness, per the Work Letter Agreement attached to the Lease, if walls are to be painted.
d.) Tenant shall not deface the walls, partitions or other surfaces of the Premises or Building.

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7. **WINDOWS AND ANWNINGS.**

a.) No Awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens, if any, which are different from the standards adopted by Landlord for the Building shall be attached to or hung in any exterior window or door of the premises of any tenant without the prior written consent of Landlord.
b.) The windows that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills
c.) No fans and/or exhausts are to be mounted in the window systems on a temporary or permanent basis unless approved in writing by the Landlord.

8. **LOCKS AND DOORS.** Tenant shall not alter any lock, or install new or additional locks or bolts.

9. **SECURITY.**

a.) Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required. Landlord recommends that tenant install a burglar alarm in its demised premises.

10. **SIGNS**. No sign, banner, placard, picture, name lettering, advertisement, notice or object visible from the exterior of any tenant's premises shall be displayed in or on the exterior windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises, without the prior written consent of Landlord. Landlord may adopt and furnish to tenants general guidelines relating to signs inside the Building and Tenant shall conform to such guidelines. All approved signs or lettering shall be prepared, printed, affixed or inscribed at the expenses of the tenant and shall be of a size, color and style acceptable to landlord.

11. **PHONE AND DATA**. All phone and data cabling lines run to the space from the building demark location must be installed by the Internet Provide which has been previously approved by Landlord.

12. **ELEVATORS.** Where applicable, Landlord warrants and represents that it will use its best commercially reasonable efforts to maintain its passenger and/or freight elevators but that they are not guaranteed; furthermore, Tenant recognizes that they must not be relied on for necessary activities pursuant to this Lease.

13. **PETS.** No animals, fish or birds of any kind shall be brought into or kept in the premises of any tenant or the Building, without approval by Landlord and a Pet License has been signed.

14. **ACIDS, VAPORS AND TOXIC / COMBUSTIBLE CHEMICALS.**

a.) No tenant, nor any tenant's contractors, employees, agents, visitors, invitees or licensees, shall at any time bring into or keep upon the premises or the Building any flammable, combustible, explosive, environmentally hazardous or otherwise dangerous fluid, chemical or substances.
b.) No acids, vapors or other similar caustic materials shall be discharged or permitted to be discharged into the waste lines, vents or flues of the Building. The water and wash closets and other plumbing fixtures in or serving any tenant's premises shall not be used for any purpose other than the purposes for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, invitees or licensees shall have caused the same.

15. **SMOKING.** Tenant shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Landlord or by applicable governmental agencies as non-smoking.

16. **INCENSE, CANDLES AND ODORS.** Tenant shall not burn candles, incense or odorous producing material.

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17. **HVAC AND THERMOSTATS.**

a.) Nothing shall be done or permitted in any tenants' premises, and nothing shall be brought into or kept in any tenant's premises, which would impair or interfere with the economic heating, cleaning or other services of the Building or the premises, or the use of enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilating, air condition, electrical or other equipment of any kind which, in the reasonable judgment of Landlord, might cause any such impairment or interference.

b.) Tenant will not block, cover or store equipment that generates heat against or near thermostats in Tenants' premises. Maintenance needs to be done on these thermostats and the Landlord and its agents will need access to them. Additionally, the above sends false readings to the unit and your space will not heat/cool properly.

18. **NOISE.** No noise, including but not limited to, music or the playing of musical instruments, recordings, radio or television, which, in the judgment of Landlord, might disturb other tenants in the Building, or is audible in the common hallways or common areas shall be made or permitted by any tenant, unless expressly allowed in tenant's lease agreement.

19. **COIN OPERATED MACHINES.** No coin vending machine, video game, coin or token operated amusement devise or similar machine shall be used or installed in any tenant's premises without Landlord's prior written consent.

20. **EXCESSIVE WEIGHT.** Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon any tenant's premises. If, in the judgment of Landlord, it is necessary to distribute the concentrated weight of any heavy object, the work involved in such distribution shall be done at the expense of the tenant and in such manner as Landlord shall determine.

21. **CANVASSING AND SOLICITING.** Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.

22. **GARBAGE.** Each tenant shall store its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the area of the Building without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as landlord shall designate. No tenant shall cause or permit any unusual or objectionable odors to emanate from its premises which would annoy other tenants or create a public or private nuisance.

23. **ROOF ACCESS.** No Tenant, employee or invitee shall go upon the roof of the Building. Tenant under no circumstance, unless approved in writing by Landlord, is to have access to any roof of the building, unless Tenant is directly responsible for the maintenance of the roof or equipment on the roof.

24. **SAFETY AND FIRE PROTECTION.** Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.

25. **FIRE ESCAPES.** Tenant under no circumstances are to use the fire escapes for anything other than their intended purpose, including but is not limited to sitting, standing, placing items on the landings, etc.

26. **PARKING AND PARKING LOTS.**

a.) Parking is available to all Tenants on a first come, first serve, basis for from 6:00 am – 5:00 pm.

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b.) Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles".
c.) Tenant shall not permit or allow any vehicles that belong to, or are controlled by Tenant, or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities.
d.) Landlord reserves the right to relocate all, or part of the parking to a reasonable adjacent off-site location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
e.) Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
f.) Users of the parking areas will park at their own risk. Landlord will not be responsible for any damage to vehicles, injury of persons, or loss of property, all of which risks are assumed by the party using the parking area.
g.) There will be no 24 hour or overnight parking in the parking lot(s).
h.) Do not park in Reserved Parking stalls or Visitor Parking stalls or you will be towed.
i.) Please observe the City parking signs on the streets around the Commerce Center building and parking lots.
j.) Validation, if established, will be permissible only by such method or methods as Landlord and/or its licensee may establish at rates generally applicable to visitor parking.
k.) The Maintenance, washing, waxing or cleaning of vehicles in the parking areas or Common areas is prohibited.
l.) Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

27. **REPAIRS.** Landlord, its contractors, and their respective employees, shall have the right to use, without charge therefore, all light, power, and water in the premises of any tenant while cleaning or making repairs or alterations in the premises of such tenant.

28. **MODIFICATIONS.** Landlord reserves the right to rescind, modify, alter or waive any rule or regulation at any time prescribed for the Building when, in its reasonable judgment, it deems it necessary, desirable or proper for its best interest and for the best interest of the tenants generally, and no alteration or waiver of any rule or regulation in favor of any other tenant. Such changes shall become effective when written notice thereof is provided to tenants of the Building. Landlord shall not be responsible to any tenant for the non-observance or violations by any other tenant of any of the rules and regulations at any time prescribed for the Building.

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Exhibit G
EMERGENCY CONTACT FORM

EMERGENCY CONTACT FORM

Confidential Information

Name of Business: ______________________________

Tenant's Name: ______________________________

Business Address: ______________________________

Business Phone: ______________________________

Cell Phone: ______________________________

Email Address: ______________________________

First Emergency Contact

Name: ______________________________

Daytime Phone: ______________________________

Cell Phone: ______________________________

Email Address: ______________________________

Second Emergency Contact (if above cannot be reached)

Name: ______________________________

Daytime Phone: ______________________________

Cell Phone: ______________________________

Email Address: ______________________________

Yeti Investments LLC

Building Property Manager
Criteria Properties
7035 SW Hampton St,
Tigard, Oregon 97223
Amy Ochs (503) 968-6638

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