

TIDELAND LEASE AGREEMENT

This TIDELAND LEASE AGREEMENT (the "Lease") is entered on this **20th day of February 2018 (the "Effective Date")** by and between **KCBK Incorporated (Kyle and or Cheryl Mazanti) "Lessor"** and Taylor Shellfish Company Inc., a Washington corporation "Lessee", who agree as follows:

RECITALS

This Lease is made with reference to the following facts and circumstances:

A. Lessor is the owner of certain tidelands located in the State of Washington, as described below.

B. Lessee wishes to lease the same from Lessor for the purpose of cultivating shellfish.

THEREFORE, with reference to the foregoing recitals and in reliance thereon and in consideration of the covenants and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by the parties as follows:

SECTION 1. LEASE

1.1 Leased Premises. The Leased Premises, which are the subject of this Lease, are a portion of the real property legally described as:

A portion of the land legally described on Exhibit 'A' hereto and incorporated herein by this reference, the same also being known as **Thurston County parcel number 93000100000 Survey in DWG format received at Taylor Shellfish**

(the "Property"), as shown on Exhibit 'B' (the "Leased Premises"). The lease of the Leased Premises shall be exclusive to Lessee, and Lessor shall not lease, sublease, assign or otherwise interfere with Lessee's use of the Leased Premises, except as permitted in Section 12, without the prior authorization of Lessee. Nothing in this Lease shall preclude Lessee from excluding persons from the Leased Premises when their presence or activity constitutes a material interference with Lessee's use and quiet enjoyment of the Leased Premises as provided under this Lease.

1.2 Lease. On and subject to the terms and provisions of this Lease, Lessor hereby leases to Lessee and Lessee leases from Lessor the Leased Premises, together with all easements, rights of access, ingress and egress and all other rights appurtenant thereto.

1.3 "AS-IS" Lease. Except as otherwise provided in this Lease, Lessee shall accept possession of the Leased Premises in its "AS-IS" condition existing as of the Effective Date. Provided that no Event of Default (as that term is defined in Section 13.1) has occurred under the terms of this Lease, Lessee shall quietly have, hold and enjoy the Leased Premises throughout the entire term of this Lease without interruption or disturbance by Lessor and those claiming under or through Lessor.

SECTION 2. TERM

Unless sooner terminated as provided in this Lease, the term of this Lease shall begin on the Effective Date and end **10-1-2031** after Lessee has obtained the final permit necessary to commence its operations described in Section 4 (the "Commencement Date"). Lessee will notify Lessor of the Commencement Date and the date upon which this Lease will terminate once it has obtained all required permits and approvals.

SECTION 3. RENT

Lessee shall pay an annual base rent of _____ Dollars for each acre under geoduck cultivation per year, payable on the Commencement Date and on the anniversary of such date every year thereafter. Fractional acreage shall have rent prorated. Lessee shall also pay as additional monthly rent an amount based on the production of geoduck harvested from the Leased Premises, commencing one (1) month after the beginning of harvesting and calculated by multiplying the total monthly harvest of geoduck clams from the Leased Premises (in pounds), multiplied by _____ of the Lessee's sales price with _____. In addition, Manila Clams will be paid at _____ of farm price and oysters at _____ of farm price. Payment shall be made within thirty (30) days after the end of the month for each monthly harvest, unless the parties mutually agree in writing to a different payment schedule.

SECTION 4. USE

The Leased Premises shall be used for the purpose of planting, growing, and harvesting Geoduck, Manila Clams, Oysters. Lessee may use any and all portions of the Leased Premises for such purposes. Lessee may make no use of the portions of the Property which are not included in the Leased Premises, other than reasonable ingress and egress across the Property to access the Leased Premises as further described in Section 5.

SECTION 5. ACCESS EASEMENT

In consideration of the lease payments by Lessee to Lessor as agreed to herein, Lessor grants to Lessee an irrevocable, non-exclusive easement (during the term of this Lease only) over that portion of the Property identified on Exhibit 'B' (the "Easement Area") for reasonable ingress and egress to and from the Leased Premises, seven (7) days a week **by motor boat to the leased premises.**

SECTION 6. MAINTENANCE AND ALTERATIONS.

6.1 Lessee Alterations and Maintenance. Lessee shall maintain the Leased Premises in a condition suitable for the growing of shellfish. Lessor shall have the right upon reasonable request to inspect the crop. Lessee shall pay all expenses incident to the utilization of the Leased Premises, including the cost of any enhancement activities, and the cost of any utilities associated with the production of shellfish, including any personal property taxes assessed thereon. All approved equipment and other property brought, placed or erected on the Leased Premises by Lessee shall be and remain the property of Lessee. Lessee shall not make or permit any other

person to make any alteration to the Leased Premises or any improvements thereon or facility appurtenant thereto, without the prior written consent of Lessor. Lessee shall keep the Leased Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Lessee. Upon expiration of the Lease term, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender the Leased Premises to Lessor in as good condition as when received by Lessee from Lessor, subject to normal wear and tear associated with the permitted uses described in this Lease.

6.2 Lessor Alterations. Lessor acknowledges that Lessee has a material interest in the Leased Premises and its utility, condition and value. Except in an event of an emergency which poses an imminent threat of injury to any person or property, Lessor shall not make any structural alterations, additions or improvements to the Leased Premises without Lessee's prior written consent, which Lessee may or may not approve in its sole, absolute and unfettered discretion.

SECTION 7. TAXES.

Throughout the term of this Lease, Lessor shall pay, prior to delinquency, all real property taxes and assessments levied or assessed on the Leased Premises for each fiscal tax year or portion thereof during the term of the Lease, and all personal property taxes with respect to Lessor's personal property, if any, on the Leased Premises (collectively "Property Taxes"). Lessee shall not be liable for any increase in Property Taxes which result from the sale, transfer or other disposition of the Leased Premises or Property or any part thereof or any interest of Lessor therein which constitutes a change of ownership which would require or allow the reassessment of the Leased Premises or any part thereof by any tax authorities.

SECTION 8. CERTIFICATION.

The parties enter into this Lease with the express understanding that the subject tidelands are either covered by or eligible for a "Certificate of Approval as a Shellfish Growing Area" as issued by the Director of the Washington State Department of Health (the "Director") pursuant to RCW 69.30 and WAC 246-282. Upon execution of this Lease, Lessee will apply for such certification. Should the leased tidelands, or any portion thereof, become impaired as a shellfish growing area as evidenced by the loss of or the imposition of a limitation on the certificate of approval as a shellfish growing area issued by the Director, or any other federal, state or local agency, or the Leased Premises are closed due to heightened paralytic shellfish poisoning ("PSP") levels, the obligations of Lessee and Lessor under this Lease shall be subject to termination at the option of Lessee, upon thirty (30) days' written notice to Lessor. Lessee shall have no right to termination if the actions of Lessee are the cause of the decertification. In the event Lessee elects to not terminate this Lease, the Lease shall automatically be extended for an additional one (1) year to complete the harvest.

SECTION 9. INDEMNIFICATION.

9.1 Lessor's General Indemnity. Lessor, at its sole cost and expense, shall protect, indemnify, defend (by counsel reasonably acceptable to Lessee) and hold harmless Lessee and its respective partners, members, shareholders, trustees, beneficiaries, officers, directors, employees,

agents, heirs, representatives, successors and assigns (collectively, the "Lessee Indemnified Parties") from and against all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs, or expenses (including reasonable attorneys', consultants' and expert fees) (collectively, "Claims") arising from, relating to, or in connection with (i) breach of its obligations under this Lease, and (ii) the negligence or willful misconduct of Lessor (whether or not such misconduct constitutes a violation of applicable legal requirements or this Lease) or its members, officers, agents, employees, servants, contractors or representatives; except to the extent such injury, loss, claims or damage is caused by the negligence or willful misconduct of Lessee or the Lessee Indemnified Parties.

9.2 Lessee's General Indemnity. Lessee, at its sole cost and expense, shall protect, indemnify, defend (by counsel reasonably acceptable to Lessor) and hold harmless the Lessor, and their respective partners, trustees, beneficiaries, employees, agents, heirs, representatives, successors and assigns (collectively, the "Lessor Indemnified Parties") from and against all Claims arising from, relating to, or in connection with (i) breach of its obligations under this Lease, and (ii) the negligence or willful misconduct of Lessee (whether or not such misconduct constitutes a violation of applicable legal requirements or this Lease) or any subtenant or their respective members, officers, agents, employees, servants, contractors, representatives, guests, invitees or permittees; except to the extent such injury, loss, claims or damage is caused by the negligence or willful misconduct of Lessor or the Lessor Indemnified Parties.

9.3 Hazardous Materials Indemnity. Lessor, at its sole cost and expense shall protect, indemnify, defend (by counsel reasonably acceptable to Lessee) and hold harmless Lessee and the Lessee Indemnified Parties, and each of them, from and against all Claims arising from, relating to, or in connection with (a) the use, generation, storage, disposal, release or threatened release of any hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof, flammable explosives, radioactive materials, asbestos, PCBs, hazardous wastes, toxic substances or related materials, including, without limitation, all substances, wastes pollutants and contaminants now or hereafter included within such (or any similar) term under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereafter enacted or amended ("Hazardous Materials") in, on, under or about the Property due to the acts or omissions of Lessor, and (b) any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the Effective Date, to the full extent that such action is attributable, directly or indirectly, to the presence, use, generation, storage, disposal, release or threatened release of Hazardous Materials in, on, under or about the Property due to the acts or omissions of Lessor, its members, officers, agents, employees, servants, contractors or representatives.

9.4 Actions Against Indemnified Parties. In the event that any action or proceeding is brought against any Indemnified Parties by reason of any or all of the foregoing liabilities, the indemnifying party, upon written notice from any Indemnified Party, will, at the indemnifying party's sole cost and expense, resist and defend such action or proceeding with counsel selected by such indemnifying party, subject to the Indemnified Party's prior approval, or if the indemnifying party shall fail to do so, fund or reimburse such Indemnified Party for the reasonable cost for such Indemnified Party to do so. Each of Lessor and Lessee, as the case may be, shall, promptly after receipt of written notice thereof, give the other party written notice of any claims,

actions or proceedings brought against any of the Indemnified Parties to which such party believes the indemnifying party's indemnification obligations apply.

9.5 Survival. Each party's indemnity obligations under this Section 9 and elsewhere in this Lease arising prior to the expiration, termination or assignment of this Lease shall survive such expiration, termination or assignment.

SECTION 10. INSURANCE.

10.1 Commercial Liability Insurance. During the Lease term, Lessee shall, each at its own expense, pay for and maintain a policy or policies of commercial general liability insurance with broad form property damage and contractual liability endorsements with respect to the particular activities of each on the Leased Premises and shall insure such activities and those of the their respective employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Leased Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than five hundred thousand dollars (\$500,000), and a deductible of not more than ten thousand dollars (\$10,000). Such policy shall name the other party as an additional insured using an endorsement form acceptable to that party. Such insurance will be primary and noncontributory with any liability insurance carried by the other party.

10.2 General Requirements. The insurance required under this Section shall be with companies rated A-/VII or better in Best's Insurance Guide, and which are admitted in the State of Washington. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior written notice to the other party. Lessee shall deliver to Lessor upon commencement of the Lease and upon Lessor's written request thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of the responsible party under this Lease. All insurance required by this Section shall insure performance of the indemnity provisions of Section 9 and the policy shall contain cross-liability endorsements.

10.3 Waiver of Subrogation. Lessor and Lessee hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the insurance carrier or carriers of this mutual waiver of subrogation and shall cause its respective insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such policies or to the extent of liabilities exceeding the limits of such policies. Lessor and Lessee each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW.

10.4 Worker's Compensation. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

SECTION 11. HAZARDS.

Lessor covenants, on behalf of itself and its partners, trustees, beneficiaries, employees, agents, heirs, representatives, successors, lessees, sublessees, and assigns, that it shall not intentionally or negligently commit or permit the commission of Hazardous Materials on the Property that could impact Lessee's use of the Leased Premises (including, but not limited to, Lessee's planting, growing and harvesting of geoduck) or result in the increase of rates for or cancellation of any insurance policy insuring the Leased Premises or the shellfish thereon. Nothing herein is intended to create a burden or obligation on the part of Lessor due to casualty or Act of God.

SECTION 12. ASSIGNMENT AND SUBLEASING.

Lessee shall not assign or sublease its interest in this Lease without the prior written consent of Lessor, which approval Lessor shall not unreasonably withhold. During the term of this Lease, Lessor shall not assign, transfer, lease or sublease all or any portion of the Property to any other entity or individual whose operations involve the generation, use, storage, transportation, or disposal of Hazardous Materials, other than commercial or office operations where such use, storage, transportation or disposal is a normal and incidental part of such operations, without the prior written consent of Lessee, which approval shall be in its sole and absolute discretion. All assignments, transfers and subleases of this Lease, and each of them, shall be subject to the covenants, terms, conditions, reservations, restrictions, time limitations and other provisions of this Lease.

SECTION 13. DEFAULT.

13.1 Events of Default. A breach of this Lease by Lessee shall exist if any of the following events (individually an "Event of Default" and collectively "Events of Default") shall occur:

13.1.1 Lessee shall have failed to make a payment under the terms of this Lease within ten (10) business days of when due and such failure shall not have been cured within ten (10) business days after receipt of written notice from Lessor delivered in accordance with the provisions of this Lease, respecting such overdue payment; or

13.1.2 Lessee shall have failed to perform any term, covenant, or condition of this Lease to be performed by Lessee, except for monetary payment, and Lessee shall have failed to cure same within thirty (30) days after written notice from Lessor, delivered in accordance with the provisions of this Lease, where such failure could reasonably be cured within said thirty (30) day period (subject to the occurrence of a Force Majeure Event (as defined in Section 18.3 below); provided, however, that where such failure could not be reasonably cured within said thirty (30) day period, then Lessee shall not be in default unless it has failed to promptly commence and

thereafter be continuing to make diligent and reasonable efforts to cure such failure as soon as practicable (subject to the occurrence of a Force Majeure Event).

13.2 Notice to Certain Persons. Lessor shall, before pursuing any remedy, give notice of any Event of Default to Lessee. Each notice of an Event of Default shall specify the Event of Default and shall describe the damage resulting from such act.

13.3 Rights of Lessor. Following an Event of Default by Lessee, then in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the immediate option to terminate this Lease by giving written notice to Lessee of such intention to terminate. Notwithstanding such termination, Lessee shall nonetheless remain obligated to pay Lessor all costs, losses or damages, including, without limitation, all payments due under this Lease, which amount shall remain due and payable at the same time and in the same manner as otherwise provided in this Lease as if this Lease had not been terminated; provided, however, that notwithstanding anything in this Lease to the contrary, there shall be no right under any circumstances to accelerate payments.

13.4 Lessor's Right of Re-entry. In the event of an uncured material default by Lessee in the performance of its Lease obligations, Lessor may terminate this Lease and re-enter and regain possession of the Leased Premises in the manner provided by the laws of the State of Washington; however, Lessee shall have the right to remove any improvements, property, and other material owned by Lessee from the Leased Premises (including any and all geoduck) prior to such repossession, and Lessee shall have the exclusive right to geoduck planted during the Lease Term prior to Lessor's re-entry.

13.5 Lessor Defaults. If Lessor shall neglect or fail to perform or observe any of the terms, covenants or conditions contained in this Lease on its part to be performed or observed within thirty (30) days after written notice of default, or when more than thirty (30) days shall be required because of the nature of the default, if Lessor shall fail to proceed diligently to cure such default after written notice thereof, then Lessor shall be liable to Lessee for any and all damages sustained by Lessee as a result of Lessor's breach.

13.6 No Waiver. The waiver by a party of any breach of any term, covenant or condition contained in this Lease shall not be deemed a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. A party's subsequent acceptance of partial performance by the other party shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by such party of any term, covenant or condition of this Lease or of any right of the party to a forfeiture of this Lease by reason of such breach, regardless of the party's knowledge of such preceding breach at the time of the party's acceptance. No term, covenant or condition of this Lease shall be deemed to have been waived by the either party unless such waiver is in writing and signed by such party. This Section does not release the parties from any liability, obligation (indemnity, insurance or otherwise) which the parties have incurred or limit the relief that may be sought by either party.

SECTION 14. NOTICES.

Any notice, approval, demand, or other communication required to be given pursuant to this Lease shall be in writing and shall be personally served (including by means of professional messenger service or air express service using receipts) or in lieu of personal service, deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, and, if personally served, shall be deemed received upon delivery, and unless sooner received, each mailed notice shall be deemed received within seventy-two (72) hours after same shall have been so deposited in the United States mail addressed as set forth below:

Lessor: **Kyle Mazanti PO Box 216 Grapeview, WA 98546**

Lessee: Taylor Shellfish Company, Inc.
130 SE Lynch Road
Shelton, WA 98584

Either Lessor or Lessee may change its respective address by giving written notice to the other in accordance with the provisions of this Section.

SECTION 15. SUBORDINATION; ESTOPPEL CERTIFICATES.

15.1 Subordination. Upon the prior request of Lessor, Lessee shall execute such reasonable instruments providing for the subordination of this Lease to the lien of any mortgage or deed of trust, or the lien resulting from any other similar method of financing or refinancing, in force against the Property (as used in this Section, collectively, "Lien"), and providing for the attornment by Lessee to the holder of such Lien as landlord under this Lease, if any such instrument of subordination and attornment shall contain the agreement of the holder of such Lien to the following, which agreement may be conditioned upon this Lease being in full force and effect and Lessee not being in default under this Lease:

15.1.1 No foreclosure of, deed given in lieu of foreclosure, or sale under such Lien, and no steps or procedures taken under such Lien shall disturb Lessee's right to possession of the Leased Premises or affect any of Lessee's rights and options under this Lease, and any resulting purchaser or other transferee of the Property, or any portion thereof, shall be subject to this Lease and shall recognize Lessee's rights and options under this Lease.

15.1.2 This lease may be amended with the prior written consent of the holder of such Lien, which consent shall not be unreasonably withheld or withheld for the purpose of effectuating a change in the terms of the Lien or this Lease.

15.1.3 Lessee shall not be named in any foreclosure action or other proceeding related to the Lien.

15.2 Estoppel Certificates. Lessee agrees promptly following a request by Lessor or the holder of any deed of trust, mortgage or other encumbrance on the Property to execute and deliver an Estoppel Certificate to whichever of them has requested the same. Lessor agrees promptly following a request by Lessee or any proposed subtenant to execute and deliver an Estoppel Certificate to whichever of them has requested the same. The term "Estoppel Certificate" shall

mean an estoppel certificate certifying (a) that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which any payments payable pursuant to Section 3 have been paid, (b) that, to the knowledge of the responding party, there are no uncured defaults on the part of Lessor and Lessee hereunder, or if there exist any uncured defaults on the part of Lessor and/or Lessee hereunder, stating the nature of such uncured defaults on the part of Lessor and/or Lessee, and (c) the correctness of such other information respecting the status of this Lease as may be reasonably required by the party hereto requesting execution of such Estoppel Certificate. A party's failure to so execute and deliver an Estoppel Certificate within fifteen (15) business days following written request as required above, shall be conclusive upon such party that as of the date of said request for the same (a) that this Lease is in full force and effect, without modification except as may be represented by the party hereto requesting execution of such Estoppel Certificate, (b) that there are no uncured Events of Default in Lessor's or Lessee's obligations under this Lease except as may be represented by the party hereto requesting execution of such Estoppel Certificate, and (c) that all payments required pursuant to Section 3 have been paid except as may be represented by the party hereto requesting execution of such Estoppel Certificate.

SECTION 16. CONDEMNATION.

16.1 Partial Taking. If any part of the Leased Premises are taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of use by Lessee as described herein, this Lease shall, as to the part taken, terminate as of the date title vests in the condemnor, and the rent payable hereunder shall be adjusted so that Lessee shall be required to pay for the remainder of the lease term the value of the part remaining after the condemnation as compared to the value of the entire Leased Premises on the date of condemnation.

16.2 Complete Taking. In the event that a taking materially and adversely affects Lessee's business (as determined by Lessee at Lessee's sole discretion), Lessee shall have the option to terminate this Lease as of the date when title to the part so condemned vests in the condemnor. If a part or all of the Leased Premises or the related improvements are taken or condemned, all compensation awarded upon such condemnation shall go to Lessor except that portion attributable to Lessee's damages, loss of business and costs of relocation, which shall be paid to Lessee.

SECTION 17. ENFORCEMENT AND ATTORNEYS' FEES.

In any proceeding or controversy associated with or arising out of this Lease or a claimed or actual breach hereof, the prevailing party shall be entitled to recover from the other party as a part of the prevailing party's costs, such party's actual attorneys', appraiser's and other professionals' fees and court costs. The award for legal expenses shall not be computed in accordance with any court schedule, but shall be as necessary to fully reimburse all attorneys' and other professionals' fees and other expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate the prevailing party for all the attorneys' and other professionals' fees and other expenses paid in good faith. Venue for any action or breach of this Lease shall be brought in [xx] County Superior Court or federal court with similar jurisdiction.

SECTION 18. GENERAL PROVISIONS.

18.1 Captions. The captions used in this Lease are for the purposes of convenience only and shall not be construed to limit or extend the meaning of any part of the Lease.

18.2 Counterparts. Any executed copy of this Lease shall be deemed an original for all purposes. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

18.3 Time of the Essence. Time is of the essence for the performance of each covenant and term of this Lease. Notwithstanding the foregoing, any non-monetary obligation of Lessor or Lessee which cannot be satisfied due to war, strikes, acts of God or other events, whether similar or dissimilar to the foregoing, which are beyond the reasonable control of Lessor or Lessee, as the case may be (each, a "Force Majeure Event") shall be excused until the cessation of such Force Majeure Event.

18.4 Severability. If any more or the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

18.5 Interpretation. This Lease shall be construed and enforced in accordance with the laws of the State of Washington. The language in all parts of this Lease shall be in all cases be construed according to its fair meaning, and not strictly for or against either Lessor or Lessee.

18.6 Successors and Assigns. The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted heirs, successors, and assigns.

18.7 Remedies. All remedies herein conferred shall be deemed cumulative and no one remedy shall be exclusive of any other remedy herein conferred or created by law.

18.8 Good Faith. Except where a party hereto is specifically permitted to act in its sole and absolute discretion, each party hereto agrees to act reasonably and in good faith with respect to the performance and fulfillment of the terms of each and every covenant and condition contained in this Lease.

18.9 No Partnership. The parties hereto agree that nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, or association between Lessor and Lessee, or cause the other party to be responsible in any way for the debts or obligations of the other party, and neither the method of computing rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.

18.10 Integration. This Lease and the Exhibits attached hereto (each of which Exhibits is a part hereof and is incorporated herein by this reference) constitute the entire agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. All prior negotiations and agreements between Lessor and Lessee with respect to the

subject matter hereof are superseded by this Lease. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.

18.11 Commissions. Lessor and Lessee each represent and warrant to the other than they have employed no broker, finder or other person in connection with the transactions contemplated under this Lease which might result in the other party being held liable for all or any portion of a commission hereunder. Lessor and Lessee each hereby agree to indemnify and hold the other free and harmless from and against all claims and liability arising by reason of the incorrectness of the representations and warranties made by such party in this Section, including, without limitation, reasonable attorneys' fees and litigation costs.

18.12 General Covenants, Representations and Warranties. Each party hereby represents and warrants it has due authority to enter into this Lease and that the individuals signing this Lease on behalf of each respective party are authorized to execute this Lease and that, upon such execution, this Lease shall be legally binding upon each. Lessor specifically warrants that it has title to the Leased Premises.

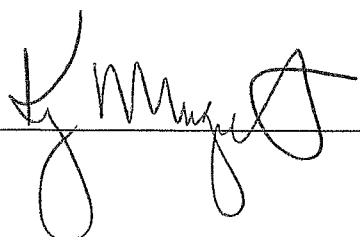
18.13 Survival. Notwithstanding anything to the contrary contained in this Lease, the provisions (including, without limitation, covenants, agreements, representations, warranties, obligations and liabilities described therein) of this Lease which from their sense and context are intended to survive the expiration or earlier termination of this Lease (whether or not such provision expressly provides as such) shall survive such expiration or earlier termination of this Lease and continue to be binding upon the applicable party.

18.14 Compliance with Law. Lessor and Lessee each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises and the Property.

IN WITNESS WHEREOF, the parties have executed this Lease at Mason County Washington, on the 22nd day of February, 2018.

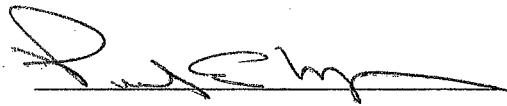
LESSOR:

Kyle Mazanti

By: 

LESSEE:

TAYLOR SHELLFISH COMPANY, INC:

By: 
Its:

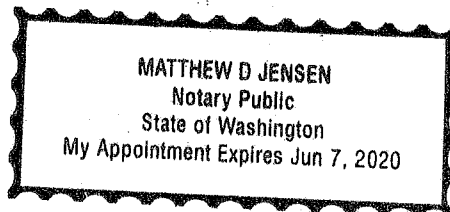
County of Pierce)
) ss.
State of Washington)

ON THIS 10th day of July, 2018, before me, personally appeared Kyle Macanti, to me known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed, on behalf of himself/herself, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]

Notary Public in and for the
state of Washington
residing at Pierce County



State of Washington)
) ss.
County of Mason)

On this 13 day of July, 2018, before me personally appeared Paul Taylor, to me known to be the Vice Pres. of Taylor Shellfish Company, Inc., a Washington corporation, the Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]

Notary Public in and for the
State of Washington
Residing at Shelton, WA

Commission Expires : 5/15/2022

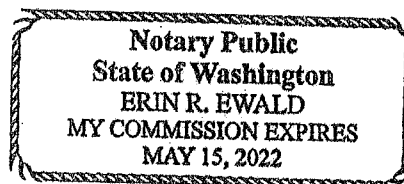
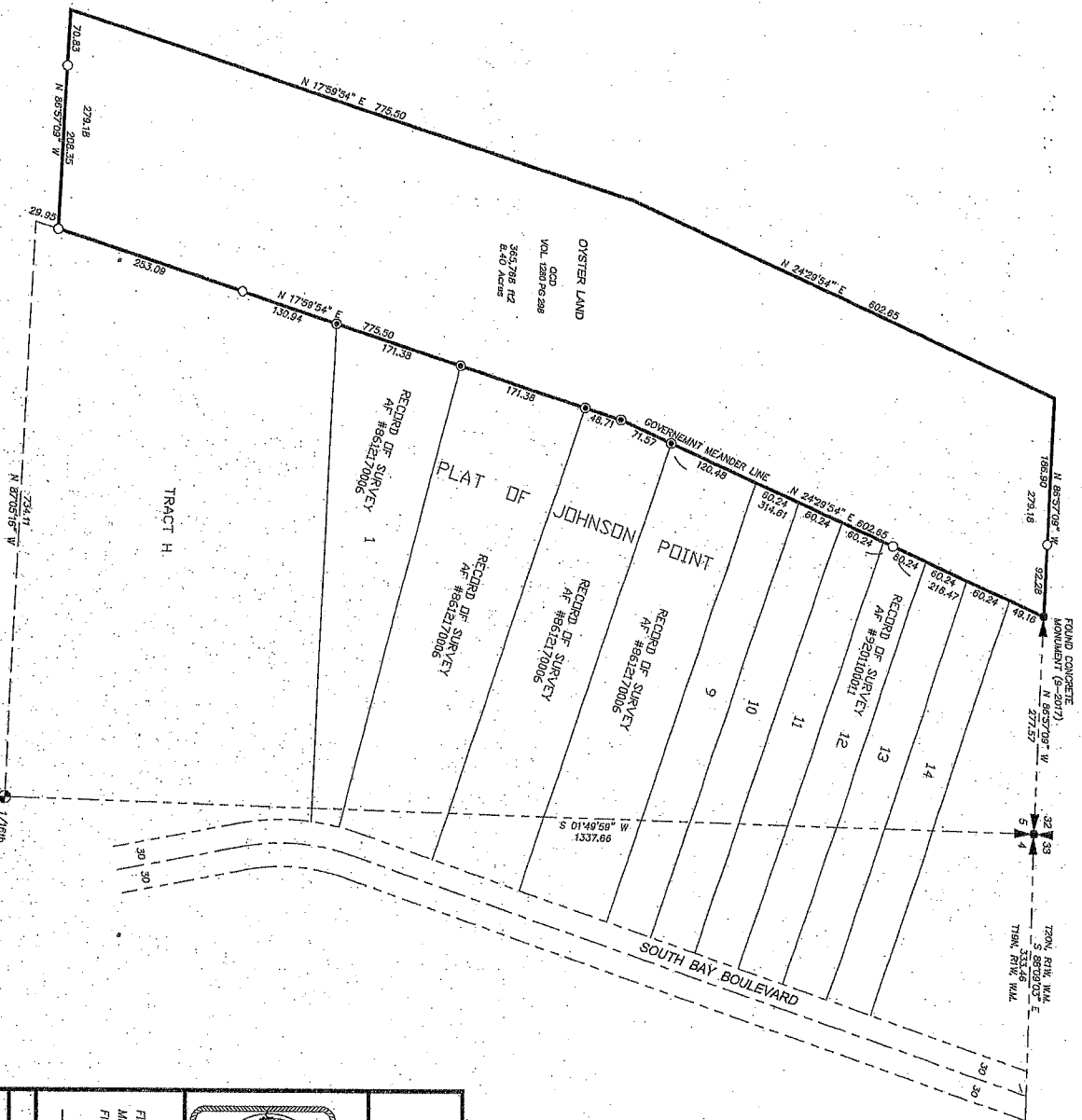


EXHIBIT 'A'
LEGAL DESCRIPTION

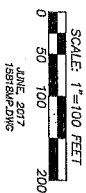
RECORD OF SURVEY



BT 15618

<p>BRACY & THOMAS LAND SURVEYORS 1200 RING ST. SW, SUITE B TAMPA, FL 33602 (813) 287-5553</p>			
<p>CERTIFICATE OF SURVEYOR THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ICORP, INC. IN JUNE, 2017. DATE: 6/21/17 REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFICATE NUMBER LS 33138</p>			
<p>CERTIFICATE OF AUDITOR FILED FOR RECORD THIS DAY OF 2017 AT MINUTES PAST 07 O'CLOCK M., AND RECORDED UNDER AUDITOR'S FILE NUMBER 15618, AT THE REQUEST OF BRACY AND THOMAS. BY _____ DEPUTY THURSTON COUNTY AUDITOR</p>			
<p>NE 1/4 OF THE NE 1/4</p>	<p>SECTION 5</p>	<p>TOWNSHIP 19 NORTH</p>	<p>RANGE 1 WEST W1/4</p>
<p>AUDITOR'S INDEXING DATA</p>			

- BASIS OF MEASUREMENT:
 THURSTON COUNTY HIGH PRECISION NETWORK
 ● FOUND CAPPED 5/8" IRON BAR LS 8908 OR PLAIN 5/8" BAR
 ○ SET CAPPED IRON BAR LS 33138



DESCRIPTION: IN SECTION 5, TOWNSHIP 19 NORTH, RANGE 1 WEST OF THE WEST 1/2 OF THE MERIDIAN COMMENCING AT THE NORTH MEANDER CORNER, SOUTH 22°W 8.17 CHAINS, SOUTHERLY ALONG MEANDER LINE 11.75 CHAINS, WEST 4.23 CHAINS, NORTHERLY PARALLEL WITH MEANDER LINE TO A POINT 4.23 CHAINS WEST OF THE POINT OF BEGINNING, DIST 4.23 CHAINS.

EXHIBIT 'B'
LEASED PREMISES AND EASEMENT

Project Area: 8.5 Acres

Geoduck: approx 3.6 acres

Clam and Oyster: approx 3 acres

Parcel boundary based on recorded survey

A: 47.170345 / -122.825056

B: 47.170311 / -122.823941

C: 47.166764 / -122.825725

D: 47.166789 / -122.826851

Clam and Oyster

Geoduck

Mazanti Henderson Bay Parcel Survey Boundary

Henderson Inlet

Johnson Point

Otis Beach



0 115 230 460 Feet

REFERENCE:

APPLICANT: Taylor Shellfish

ADJACENT PROPERTY OWNERS:

Please refer to Table of Property Owners

Location: T19N, R01W, S5

Lat/Long: 47.168731 / -122.825359

Page: 14 of 14 **Date:** 7/21/22

PROPOSED PROJECT: Mazanti Tidelands

IN: Henderson Inlet

Near/At: Olympia

County: Thurston

State: WA