

LEASE AGREEMENT
BENTON & SOLLITT

EXHIBIT 19
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LEASE AGREEMENT
BENTON & SOLLITT

EXHIBIT 19
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THIS LEASE AGREEMENT ("Lease") is made and entered into this date: October 5, 2012, between STEVEN L. BENTON and CLIVE H. SOLLITT, d/b/a BENTON & SOLLITT, LLC (hereinafter "Landlord"), and Deanna Weaver and Linda Swan, d/b/a RAINCITY EXHIBITS & DESIGN, INC, a Washington Corporation (hereinafter "Tenant").

A. **Demise.** Landlord hereby leases, demises, and let's to Tenant, and Tenant hereby leases, hires and takes from Landlord, those certain premises (the "Premises") described as follows:

That certain building or portion of a building, being part of located at 14350 Northeast 193rd Place, Northwood Industrial Park – Building "C" Woodinville, King County, Washington (the "Project"), which Project is legally described on Exhibit "A" attached hereto. 6,800 rentable square feet of warehouse along with approximately 377 square feet of office as shown in crosshatching on the site plan of the Project attached as Exhibit "B" hereto (the "Site Plan").

Tenant takes the Premises subject to all applicable zoning, municipal, county and state laws, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the leased Premises. Tenant has conducted its own investigation and has relied entirely thereon and upon those of its agents, representatives and consultants in evaluating such conditions.

B. The parties agree that this Lease is made upon the following terms, covenants and conditions:

ARTICLE 1. BASIC TERMS

In all instances, the basic terms set forth in this Article are subject to the additional terms contained in the main body of this Lease.

1.1 Term

Term: Twenty four months beginning November 1, 2012 and terminating October 31, 2014. October 31, 2014 termination date is to coincide with rent termination date. Rent begins November 1, 2012.

1.2 Monthly Rent

11/01/2012	10/31/2013	\$ 4,298.00
11/01/2013	10/31/2014	4,401.00

1.3 Security Deposit and First Month's Rent

Upon execution of this lease, Lessee shall deposit \$4,298.00 as first month's rent and \$4,401.00 security deposit for a total deposit of \$8,699.00. Upon lease termination, Landlord shall refund security deposit within 30 days upon final acceptance of premises fully cleaned and returned to as received condition.

1.4 Name of Business. RainCity Exhibits & Design, Inc., a Washington Corporation.

- 1.5 **Premises Delivery Date.** Upon signing of lease and payment of the above deposit tenant may commence move in immediately at no additional charge. Landlord improvements may not be completed by that time, however tenant may commence move in to the warehouse area before the office area is ready.
- 1.6 **Use.** The intended use of the premises will be used for warehouse and assembly of display items and no other uses without the permission of the Landlord. Landlord shall not unreasonably withhold other uses that are in the same general category.
- 1.7 **Tenant's Proportionate Share.** Subject to any express terms to the contrary contained herein, wherever in this Lease Tenant is required to pay its proportionate share of any costs or expenses, such proportionate share shall be determined by multiplying the whole of such costs or expenses by a fraction, the numerator of which is the approximate rentable square footage of the Premises and the denominator of which is the approximate rentable square footage of the project.
- 1.8 **Contents of Lease.** This lease includes Articles 1 through 30, an addendum (check ____ if applicable), and Exhibits A & B which are attached to this Lease and hereby incorporated herein by this reference.
- 1.9 **Parking.** Parking is available along the south side and east side of the building immediately adjacent to the tenant's space. No parking is allowed in the marked fire lanes. No outside storage is allowed in the parking areas or any other outside area.

ARTICLE 2. TERM

- 2.1 **Term.** The term of this Lease shall commence on the "Rent Commencement Date", as defined in Subsection 3.1 below, and shall terminate on the last day of the month following the number of years set forth in Subsection 1.1 above following the Rent Commencement Date.

ARTICLE 3. MONTHLY RENT

- 3.1 **Monthly Rent.** Tenant covenants and agrees to pay to Landlord, at Landlord's address and on or before the first day of each calendar month during the Lease term, in lawful money of the United States, the monthly rent set forth in Subsection 1.2 above, in advance, without offset or deduction of any kind. Tenant's obligation to pay rent shall commence on the Rent Commencement Date, which shall be November 1, 2012. Landlord's address shall be as set forth in Article 27, or as from time to time designated by Landlord to Tenant in writing.
- 3.2 **Operating Expenses.** The above rent schedule includes all triple net operating expenses.

ARTICLE 4 - Intentionally Deleted

ARTICLE 5. USE OF PREMISE

- 5.1 **Type of Business.** The Premises shall be used and occupied only for the purposes described in Subsection 1.6 above, and for no other purposes without the Landlord's prior written consent.

- 5.2 **Prohibited Actions.** Tenant shall not do or permit to be done in or about the Premises anything which is illegal or unlawful, or which is of a hazardous or dangerous nature. Tenant shall not cause, maintain or permit any nuisance in or about the Premises, or commit any waste therein or thereon. Tenant shall not allow refuse, garbage or trash to accumulate outside of the Premises. Tenant shall neither use nor permit the use of the Premises or any part thereof as living or sleeping quarters.
- 5.3 **Interference With Other Tenants - Insurance Rate Increase.** Tenant shall not do or permit to be done anything about the Premises which will increase the rate of or cause cancellation of any insurance on the building of which the Premises are a part without the Landlord's prior written consent. Tenant shall pay any increased costs occasioned by such action. Tenant shall not obstruct or interfere with the rights of any other tenants of the Project.
- 5.4 **Compliance With Laws.** Tenant agrees that, at its own cost and expense, it will comply with and conform to all laws and ordinances and any and all lawful requirements and orders of any properly constituted governmental board of authority, in any way relating to the use or occupancy of the Premises throughout the term of this Lease.

ARTICLE 6. IMPROVEMENTS

- 6.1 **Landlord Improvements**
The following will be completed prior to November 1, 2012.
1. Provide and install new commercial glue down carpet and rubber base trim.

ARTICLE 7. HAZARDOUS MATERIALS

- 7.1 **Use of Hazardous Materials.** Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Premises, by Tenant, its agents, employees, contractors, or invitees, except for such Hazardous Materials as are reasonably necessary in connection with Tenant's permitted business operations in the Premises.
- 7.2 **Compliance With Laws.** Any Hazardous Materials permitted on the Premises in accordance with Subsection 6.1 above, and all containers therefore, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state, and local laws and regulations applicable to such Hazardous Materials. Tenant shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any Hazardous Material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by Landlord, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Premises or elsewhere, or (b) the condition, use, or enjoyment of the Premises or any other real or personal property on or about the Project.
- 7.3 **Tenant's Disclosure Requirements.** At the commencement of each Lease year, Tenant shall disclose to Landlord the names and approximate amounts of all Hazardous Materials that Tenant intends to store, use, or dispose of on the Premises in the coming Lease year. In addition, at the commencement of each Lease year, beginning with the second Lease year, Tenant shall disclose to Landlord the names and amounts of all Hazardous Materials that were actually used, stored, or disposed of on the Premises if those materials were not previously identified to Landlord at the commencement of the previous Lease year.

- 7.4 **"Hazardous Materials" Defined.** As used herein, Hazardous Materials" means any materials or substances that are toxic, ignitable, reactive or corrosive and that is or become regulated by any local government, the State of Washington, or the United States Government. "Hazardous Materials" include any and all materials or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Materials" include but are not limited to, asbestos, polychlorobiphenyls ("PCBs") and petroleum and petroleum products.
- 7.5 **Tenant's Indemnity.** Tenant hereby agrees that it shall be fully liable to Landlord for all costs and expenses, including, without limitation, cleanup and remediation costs, arising from or related to the use, storage, and disposal of any Hazardous Materials on the Premises or the Project by Tenant, its agents, employees, contractors, or invitees, and Tenant shall give immediate notice to the Landlord of any violation or potential violation of the provisions of this Article. Tenant shall indemnify, defend (with counsel reasonably satisfactory to Landlord), and hold Landlord and its agents harmless, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's and consultants' fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release, or threatened release of any such Hazardous Materials that are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to those Hazardous Materials; (c) any lawsuit brought or threatened, settlement reached, or governmental order relating to those Hazardous Materials; or (d) any violation of any laws applicable thereto. The provisions of this Subsection 7.5 shall be in addition to any other obligation and liabilities Tenant may have to Landlord at law or equity and shall survive termination of this Lease.

ARTICLE 8. UTILITIES

- 8.1 **Tenant Responsibility.** Tenant, at its own cost and expense, covenants and agrees to pay all charges for gas, electricity, telephone, garbage and for all other public utilities which shall be used in or charged against the premises during the term of this Lease. The water and sewer are not metered separately and shall be included in the gross rent paid by the tenant pursuant to paragraph 1.2.
- 8.2 **Damages Upon Termination.** Landlord shall not be liable in damages nor shall there be any rent abatement, arising out of any interruption of reduction whatsoever in utility services.

ARTICLE 9. REAL ESTATE TAXES

- 9.1 **Landlord Responsibility.** Landlord shall be responsible for payment of all real estate taxes, which may be levied or assessed against the Project as of the commencement date of this Lease. Real estate taxes shall include all assessments (special or otherwise), and all other taxes, governmental levies and charges that may during the term be levied, assessed, imposed, or become a lien upon or payable with respect to (a) the land and building constituting the Project, (b) the rents receivable by Landlord, including gross

receipts taxes, and (c) the ownership, leasing, operation, maintenance, alteration or repair of the Premises or the Project. Taxes shall also include interest on installment payments.

ARTICLE 10. PERSONAL PROPERTY AND OTHER TAXES

- 10.1 Tenant Personal Property and Business Taxes. Tenant shall pay, before delinquency, any and all taxes and assessments, sales, use, business, occupation or other taxes and license fees or other charges levied, assessed or imposed upon its business operations conducted in the Premises. Tenant shall also pay, before delinquency, any and all taxes and assessments levied, assessed or imposed upon its equipment, furniture, furnishings, trade fixtures, and other personal property in the Premises.
- 10.2 Tenant Leasehold Improvement Taxes. Tenant shall pay all taxes and assessments levied, assessed, or imposed upon its leasehold improvements, regardless of whether such improvements were installed and/or paid for by Tenant or by Landlord, and regardless of whether the same are deemed to be part of the building.

ARTICLE 11. INSURANCE

- 11.1 Landlord's Insurance -- Property and Liability. Landlord shall procure and maintain, throughout the term of this Lease, fire and extended coverage insurance insuring the building in which the Premises are located. In addition, Landlord shall procure and maintain such commercial general liability insurance as it deems reasonable for the protection of its interests with respect to the ownership and operation of the Project.
- 11.2 Intentionally Deleted.
- 11.3 Tenant's Insurance -- Tenant Improvements and Liability. Tenant shall, at all times during the term hereof, carry and maintain at its expense the insurance policies set forth below:
- 11.3.1 Comprehensive general liability insurance with respect to the Premises and Tenant's business operations therein, including, but not limited to, personal injury, product liability (if applicable), blanket contractual, owner's protective, and broad form property damage liability coverage, such insurance to have combined single limits of not less than \$2,000,000. Such insurance policy or policies shall contain the following provisions: (1) severability of interest, and (2) an endorsement naming Landlord as an additional insured, and providing that Landlord, although named as an insured, shall nevertheless be entitled to recovery thereunder for any loss or injury sustained by Landlord as a result of the negligence or willful misconduct of Tenant. Such insurance shall be primary as respects Landlord and not participating with any other available insurance;
- 11.3.2 Such workers' compensation insurance as required by law; and
- 11.3.3 Fire and extended coverage insurance, including coverage for sprinkler leakage, vandalism and malicious mischief, covering all tenant improvements in the Premises installed by Tenant and all personal property of Tenant located in or at the Premises, including but not limited to, Tenant's fixtures, furnishings, equipment and furniture, in an amount not less than their full replacement value. Unless this Lease shall be terminated as set forth elsewhere herein, the proceeds of such insurance shall be used to repair or

replace the tenant improvements and personal property so insured.

- 11.4 **Policy Forms.** All insurance required to be provided by Tenant under this Lease shall be issued by insurance companies authorized to do business in the state of Washington and holding a general Policyholders Rating of "A" and a Financial Rating of "X" or better, as set forth in the most recent edition of Best's Insurance Reports, and shall contain an endorsement requiring at least thirty (30) days' prior written notice to Landlord before cancellation or change in coverage, scope or amount of any such policy. Tenant shall deliver a certificate or copy of such policy together with evidence of payment of all current premiums to Landlord within thirty (30) days of execution of this Lease and within fifteen (15) days after expiration of each policy.
- 11.5 **Waiver of Subrogation.** Notwithstanding any other term or condition of this Lease, Landlord and Tenant each hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire and extended coverage insurance policies; provided, however, that this subsection shall be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage of the Landlord or Tenant.

**ARTICLE 12. PREMISES DELIVERY,
MAINTENANCE, REPAIRS AND ALTERATIONS**

- 12.1 **Delivery of Possession.** If Landlord is required to perform any work or to construction any Tenant Improvements in or about the Premises, such obligations are provided for in Article 6 and the Premises shall be delivered to Tenant upon the substantial completion of any such additional work or Tenant Improvements. Except for any work as provided for in Article 6, Landlord delivers the Premises to Tenant, and Tenant accepts the Premises, "AS IS," without representation or warranty of any sort.
- 12.2 **Late Delivery.** Tenant agrees that if Landlord is unable to deliver possession of the Premises to Tenant on or before the tentative Premises delivery date specified in Subsection 1.5, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but if Landlord is unable to deliver possession of the Premises within sixty (60) days from the date hereof, this Lease shall terminate and be of no further force or effect thereafter. If the lease is terminated per this section, Landlord shall refund the first month's NNN's, second month's rent and the security deposit within 30 days.
- 12.3 **Maintenance and Repair - Landlord's Duties.** Landlord shall maintain the roof (including the structural integrity thereof), foundation and exterior walls of the building in which the Premises is located (exclusive of doors, door frames, door checks, other entrances, windows and window frames) in good repair. Landlord's maintenance and repairs shall be at Landlord's sole cost and expense, except for any repairs occasioned by the negligence or willful misconduct of Tenant, its agents, employees, contractors, or invitees, the costs for which Tenant shall promptly reimburse Landlord upon Landlord's demand therefor. Tenant shall give Landlord prior written notice of any damage to the Premises requiring repair by Landlord.
- 12.4 **Maintenance and Repair - Tenant's Duties.** Except as to Landlord's obligations set forth in the preceding subsection, Tenant shall, at its own expense, keep and maintain the Premises and every part thereof (including but not limited to electrical and plumbing fixtures and conduits, overhead

doors, walk doors, door frames, door checks, other entrances, windows and window frames) in good order, condition and repair. Tenant shall have 30 days upon lease commencement to confirm that all building fixtures and building systems are in good working order. If any building fixtures or building systems are found to be faulty or dysfunctional within said 30 days, then Landlord shall repair faulty fixtures or systems at its sole cost and expense. Tenant shall keep its sewers and drains and the pipes leading therefrom not maintained by any governmental entity open and clear and shall keep the sidewalks and areas adjacent to the Premises. If Tenant shall fail to comply with the foregoing requirements, Landlord may, but shall not be obligated to, affect such maintenance and repair; and the cost thereof together with interest thereon at the maximum lawful rate, shall immediately be due and payable as additional rent to Landlord. Any such maintenance and repairs shall be constructed in accordance with all applicable building codes.

- 12.5 Alterations. Tenant shall not make any alterations, changes or improvements in or to the Premises or any part thereof without first obtaining Landlord's written consent, and all of the same shall be at Tenant's sole cost. All alterations, additions, and improvements to the Premises made by Tenant shall become the property of Landlord and shall be surrendered to Landlord upon the expiration or sooner termination hereof; provided, however, that Landlord may designate by written notice to Tenant those alterations, additions and improvements which shall be removed by Tenant at the expiration or sooner termination of the Lease, and Tenant shall promptly remove the same and repair all damage caused by such removal at its cost and with all due diligence. Any alterations shall be constructed in accordance with all applicable building codes.

ARTICLE 13. LIENS

- 13.1 No Liens Permitted. Tenant shall pay all costs for work done by it in the Premises and Tenant shall keep the Premises and the Project free of all liens for labor and material on account of work done for Tenant or persons claiming under Tenant. Tenant agrees to and shall indemnify and hold Landlord harmless against all liability, loss, damage, costs, attorney's fees and other expenses arising from claims of lien of laborers or materialmen for work performed or materials or supplies furnished for Tenant. Tenant shall take all steps Landlord may reasonably direct, including the furnishing of a bond or bonds, to insure the protection of Landlord, the Premises and the Project from loss by virtue of any such lien.
- 13.2 Tenant's Bond on Contest. If Tenant shall desire to contest any claim of lien, it shall furnish Landlord adequate security in the amount of the claim, plus estimated costs and interest or a bond of a responsible corporate surety in that amount conditioned on discharge of the lien. Tenant shall pay and satisfy forthwith any final judgment entered which establishes the validity or existence of a lien.
- 13.3 Landlord's Right to Pay Lien Claims. If Tenant shall not have paid a charge for which a lien claim and suit to foreclose the same have been filed, and shall not have given the security as aforesaid, Landlord may (but shall not be required to) pay said claim and any costs, and the amount so paid, together with reasonable attorney's fees incurred in connection therewith, shall immediately be due and payable to Landlord as additional rent, together with interest at the maximum lawful rate from the date of Landlord's payment thereof.

13.4 Tenant Not Landlord's Agent. Any alteration, additions or improvements made to the Premises by Tenant shall be at Tenant's option and are not required by Landlord. Tenant is not the agent of Landlord.

ARTICLE 14. DAMAGE OR DESTRUCTION

14.1 Insured Damage. Except as otherwise provided in Subsection 13.2, if the Premises are damaged and destroyed by any casualty covered by Landlord's fire and extended coverage insurance, Landlord shall repair such damage as soon as reasonably possible, to the extent of the available proceeds, and the Lease shall continue in full force and effect.

14.2 Substantial Damage -- Insufficient Proceeds. If the Premises are damaged or destroyed by any casualty covered by Landlord's fire and extended coverage insurance to such an extent as to render the same untenable in whole or substantial part, or to the extent of twenty-five percent (25%) or more of the replacement value of the Premises during the last twenty-four (24) months of the Lease term, or if the insurance proceeds are not sufficient to repair the damage, or the remainder of the Project is damaged to the extent of thirty percent (30%) or more (regardless of whether the Premises are damaged) then Landlord may, at Landlord's option, either (i) repair the damage as soon as reasonably possible, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease as of the date of the occurrence of the damage by giving Tenant written notice of landlord's election to do so within thirty (30) days after the date of the occurrence of the damage.

14.3 Uninsured Damage. If at any time during the term the Premises are damaged and such damage was caused by a casualty not covered under Landlord's insurance policy specified in Subsection 10.1 hereof, Landlord may, at its option, either repair the damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease as of the date of the occurrence of such damage, by giving Tenant written notice of Landlord's election to do so within thirty (30) days after the date of occurrence of the damage, in which event this Lease shall so terminate unless within thirty (30) days thereafter Tenant agrees to repair the damage at its cost and expense or pay for Landlord's repair of such damage.

14.4 Abatement of Rent. In the event of damage or destruction not caused by Tenant's fault or neglect, then the monthly rent payable hereunder shall be proportionately reduced during the period of damage and any repair or restoration pursuant to this Article. Such reduction shall be based upon the extent to which the damage or the making of repairs or restoration shall interfere with Tenant's business in the Premises. In the event of damage or destruction caused by Tenant's fault or neglect, monthly rent shall continue unabated.

14.5 Damage to Tenant's Personal Property. Landlord shall in no event be required or obligated to repair, restore or replace any of Tenant's leasehold improvements, trade fixtures or any other property whatsoever installed in the Premises by Tenant.

ARTICLE 15. EMINENT DOMAIN

15.1 Taking of and Payment for All. If all or substantially all of the Premises

shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain (or similar law authorizing the involuntary taking of private property, which shall include a sale in lieu thereof to a public body), either party hereto shall have the right, at its option, to terminate this Lease effective as of the date possession is taken by said authority; and Landlord shall be entitled to any and all income, rent, award and any interest thereon whatsoever which may be paid or made in connection with such public or quasi-public use or purpose. Tenant hereby assigns to Landlord its entire interest in any and all such awards, and shall have no claim against Landlord for the value of any unexpired term of this Lease.

- 15.2 Taking of Portion of Premises. If only a portion of the Premises is taken, then this Lease shall continue in full force and effect and the proceeds of the award shall be used by Landlord to restore the remainder of the improvements on the Premises so far as practicable to a complete unit of like quality and condition to that which existed immediately prior to the taking, and the rent shall be reduced in proportion to the floor area of the Premises taken. The cost of Landlord's restoration work shall not exceed the amount of the award received by Landlord.
- 15.3 Tenant's Damages. Nothing contained herein shall be deemed to deny Tenant its right to claim from the condemning authority compensation or damages for its trade fixtures and personal property or for its moving expenses.

ARTICLE 16. ASSIGNMENT AND SUBLETTING

- 16.1 Consent Required. Tenant shall not voluntarily, involuntarily, or by operation of law assign, transfer, hypothecate, or otherwise encumber this Lease or Tenant's interest therein, and shall not sublet or permit the use by others of the Premises or any part thereof without first obtaining Landlord's written consent. Landlord's consent shall not be unreasonably withheld, conditioned or delayed. Consent once given shall not operate as a waiver of the necessity for obtaining Landlord's consent to any subsequent assignment, transfer, hypothecation or sublease. Any such assignment or transfer without Landlord's consent shall be void and shall, at Landlord's option, constitute a material breach of this Lease. No interest in this Lease shall be assignable by operation of law. Landlord's approval of any assignment or subletting shall not eliminate Tenant's liability for all obligations contained herein during the remainder of the Lease term.
- 16.2 Assumption of Liability With Tenant Required. Each assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain jointly and severally liable with Tenant for the payment of all rents due hereunder, and for the due performance during this Lease of all covenants and conditions to be performed by Tenant hereunder. No assignment or transfer shall be effective or binding on Landlord unless said assignee or transferee shall, concurrently, deliver to Landlord a recordable instrument which contains a covenant of assumption by said assignee or transferee; provided, that a failure or refusal to so execute said instrument shall not release or discharge the assignee or transferee from its liability as aforesaid.

ARTICLE 17. LANDLORD'S ACCESS

Subject to Tenant's security requirements, and upon reasonable prior notice,

Tenant shall permit Landlord or its agents to enter the Premises at all reasonable times for the purpose of inspection; making repairs, alterations, or additions to the Premises (but nothing in this Article shall be construed to require Landlord to make any repairs which are not the obligations of Landlord hereunder); showing the Premises to persons wishing to purchase or make a loan upon the same; or, during the last six months of the Lease term, posting "For Lease" signs and showing the Premises to persons interested in renting the same.

ARTICLE 18. RELEASE AND INDEMNITY

- 18.1 **Tenant's Indemnity.** Tenant shall and does hereby agree to indemnify and hold Landlord harmless from any liabilities, claims, demands, actions, damages, and expenses, including reasonable attorney's fees and expenses of litigation, arising from Tenant's use of the Premises or its business operations therein, from any breach or default of Tenant of its obligations under this lease, or from the negligence or willful misconduct of Tenant, its agents, employees, contractors or invitees.
- 18.2 **Landlord's Liability.** Landlord shall not be liable for injury or damage which may be sustained by the person, goods, merchandise or other personal property of Tenant or any other person in or about the premises resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into the Premises, or from the breakage, leakage, obstruction or other defects in the pipes, sprinklers, wires, appliances, plumbing air conditioning or lighting fixtures of the same, whether such damage or injury results from conditions arising on the Premises or other sources. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause except for the Landlord's breach of its obligations under this Lease and Landlord's negligence or willful misconduct. Tenant shall give Landlord prompt notice of any casualty or accident in the Premises.

ARTICLE 19. GOVERNMENTAL FEES

All fees due to the city, county or state on account of any inspection made on the Premises by any officer thereof shall be paid by Tenant if the inspection results from Tenant's tenancy.

ARTICLE 20. SIGNS

All signs or symbols placed in the windows or doors of the Premises or upon any exterior part of the building by Tenant shall be subject to the reasonable approval of Landlord. Any signs so placed shall be removed at the expiration or sooner termination of this Lease, and Tenant will repair any damage or injury to the Premises caused thereby. If such signage shall not be so removed, Landlord may remove the same at Tenant's expense. Any signs placed on the Premises shall further be subject to all applicable sign codes and regulations. Tenants name will be displayed on the entrance directory sign.

ARTICLE 21. RULES AND REGULATIONS

Tenant shall comply with such reasonable rules and regulations as Landlord may adopt pertaining to parts of the building or Project that are available for use from time to time by Tenant in common with other tenants in the Project.

ARTICLE 22. DEFAULT AND REMEDIES

22.1 Events of Default. The occurrence of any of the following shall constitute a material breach and default of this Lease by Tenant:

22.1.1 Tenant's abandonment of the Leased Premises. Abandonment shall be defined as an absence from the Premises of fifteen or more days during which time Tenant is otherwise in default hereunder.

22.1.2 Tenant's failure to pay rent and any other monetary amounts owing hereunder within three (3) business days after written notice from Landlord.

22.1.3 Except where any shorter time period is provided for elsewhere herein, Tenant's failure to perform any other obligation of Tenant within ten (10) days after written notice thereof from Landlord; provided, however, if the default is such that it cannot reasonably be cured within such ten (10) day period, Tenant shall not be deemed in default so long as Tenant commences cure within such 10-day period and thereafter diligently prosecutes such cure to completion.

22.1.4 Tenant's filing of a petition in bankruptcy or insolvency, or for reorganization, pursuant to any federal or state statutes; Tenant's petition for the appointment of a receiver for all or a portion of Tenant's assets; or Tenant's making of a general assignment for the benefit of creditors.

22.1.5 The filing against Tenant of a petition in bankruptcy or insolvency, or for the reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, if within sixty (60) days after the commencement of any such proceeding such petition shall not have been dismissed.

22.2 Landlord's Remedies. In the event of any default of Tenant as aforesaid, then in addition to all other remedies available to Landlord, Landlord shall have the right immediately to terminate this Lease and all rights of Tenant hereunder by giving written notice to Tenant of its election to do so.

22.2.1 If Landlord shall elect to terminate this Lease, then it may recover from Tenant:

- (a) The worth at the time of the award of the unpaid rent and any other charges payable hereunder which had been earned as of the date of termination; plus
- (b) The worth at the time of the award of the amount by which the unpaid rent and other charges which would have been earned after termination until the time of the award exceeds the amount of such rental loss which Tenant proves could reasonably have been avoided; plus
- (c) The worth at the time of the award of the amount by which the unpaid rent for the balance of the Lease term after the time of the award exceeds the amount of such rental loss which Tenant proves could reasonably be avoided; plus
- (d) All other amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations hereunder or which, in the ordinary course of affairs, would likely result therefrom; and

- (e) 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 21.2.1(a) and (b) above, the "worth at the time of the award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in subparagraph 21.2.1(c) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

22.2.2 If Landlord shall elect to re-enter as provided above, or shall take possession of the Premises pursuant to legal proceedings or any notice provided by law, and if Landlord has not elected to terminate this Lease, Landlord may either recover all rentals as they become due or relet the Premises or any part thereof upon such terms and provisions as Landlord, in Landlord's sole judgment, may be deem advisable.

22.2.3 If Landlord shall elect to relet as aforesaid, then any rentals received by Landlord shall be applied as follows:

- (a) To the payment of any indebtedness other than rent due hereunder from Tenant;
- (b) To the payment of all costs and expenses incurred by Landlord in connection with such reletting;
- (c) To the payment of costs of any alterations of and repairs to the Premises; and
- (d) To the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

In no event shall Tenant be entitled to any excess rental received by Landlord above that which Tenant is obligated to pay hereunder. Should that portion of any rentals received from reletting during any month be less than the rent payable hereunder during that month by Tenant, Tenant shall immediately pay any deficiency to Landlord forthwith upon demand, and such deficiency shall be calculated and paid monthly. No re-entry or taking possession of the Premises by Landlord shall be deemed an election to terminate this Lease unless a written notice and termination is given to Tenant or unless termination be adjudged by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord after Tenant's default, Landlord may at any time after reletting elect to terminate this Lease because of Tenant's default.

22.3 **Removal of Property.** In the event of any entry in, or taking possession of, the Leased Premises as aforesaid, Landlord shall have the right, but not the obligation, to remove from the leased Premises all personal property located therein, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell or otherwise dispose of such property, without notice to Tenant, after it has been stored or otherwise held by Landlord for a period of thirty (30) days or more. The proceeds of any such sale shall be applied first to the cost of such sale, second to the payment of storage charges, if any, and third to the payment of any other sums of money which

may then be due from Tenant to Landlord under any of the terms hereof, and the balance, if any, to be paid to Tenant.

- 22.4 **Re-Entry Not Termination.** No re-entry or taking possession of the Premises by Landlord under this Article 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 be adjudged by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord, Landlord may at any time after such reletting elect to terminate this Lease because of the default.
- 22.5 **Landlord's Right to Damages and Indemnification Preserved.** Nothing contained in this Article shall constitute a waiver of Landlord's right to recover damages arising from Landlord's efforts to mitigate its damages caused by Tenant's defaults; nor shall anything in this Article adversely affect Landlord's right, as in this Lease elsewhere provided, to indemnification against liability for injury or damage to person or persons occurring prior to a termination of this Lease.
- 22.6 **"Rent" and "Rental".** The terms "rent" and "rental" as used in this Lease shall mean and include the monthly rent, Tenant's obligations for its proportionate share of any increase in Taxes and Insurance, and any other monetary amounts payable hereunder.
- 22.7 **Late Charges.** Tenant acknowledges that late payment of monthly rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult to determine. Therefore, if any installment of monthly rent due from Tenant is not received by Landlord within ten (10) days after its due date, Tenant shall pay to Landlord an additional sum of five percent (5%) of such overdue amount as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any other rights and remedies available to Landlord.
- 22.8 **Guaranteed Payment.** Tenant agrees that in the event Tenant makes any payment to Landlord by check or draft which as a result of any act or omission of Tenant causes said instrument to be non-negotiable by Landlord in the normal course of its business, Landlord may at its option demand that all future payments to Landlord from Tenant be made by certified or cashier's check or by money order.
- 22.9 **Interest.** In the event Landlord is required or permitted to advance monies on behalf of Tenant, or in the event that Tenant shall fail to pay the monthly rent or other sums hereunder, the monies so advanced and the sums which Tenant shall have failed to pay shall bear simple interest at the rate of twelve percent (12%) per annum or the maximum rate of interest permitted under the laws of this state, if said maximum rate is less than twelve percent (12%) per annum from the date of such advance or the date upon which such sums were due, as the case may be.

ARTICLE 23. LANDLORD DEFAULT

If Landlord shall be in default of any covenant of this Lease to be performed by it, Tenant, prior to exercising any right or remedy it may have against Landlord on account thereof, shall give Landlord a thirty (30) day written notice of such default, specifying the nature of such default; provided,

however, that if the nature of the default is such that it cannot with reasonable diligence be cured within said thirty (30) day period, then Landlord shall not be deemed in default so long as Landlord commences to cure the default within said thirty (30) day period and shall continue thereafter to diligently prosecute such cure to completion. If Landlord shall fail to cure a default of any covenant of this Lease to be performed by it and, as a consequence of such uncured default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied solely out of the proceeds of sale received upon execution of such judgment against the right, title and interest of Landlord in the Premises and out of the rents, or other income from said property receivable by Landlord, or out of the consideration received by Landlord's right, title and interest in said property, but Landlord shall not be personally liable for any deficiency.

ARTICLE 24. PRIORITY OF LEASE AND ESTOPPEL CERTIFICATE

- 24.1 **Subordination.** This Lease and Tenant's interest hereunder shall be subject to and subordinate to all present and future mortgages or deeds of trust executed by or on behalf of Landlord affecting all or any portion of the Premises. Tenant agrees promptly to execute, upon Landlord's request, any instrument which may be required to effect the subordination of this Lease and Tenant's leasehold interest to the lien of such mortgage or deed of trust. If this Lease shall be subordinate, any person or persons purchasing or otherwise acquiring any interest at a foreclosure sale under such mortgage or deed of trust shall continue this Lease in full force and effect as if such person or persons had been named as Landlord herein.
- 24.2 **Estoppel Certificate.** Tenant shall, at any time and from time to time, execute, acknowledge and deliver to Landlord, within ten (10) days after Landlord's request therefor, a written statement certifying as follows: (a) that this lease is unmodified and in full force and effect (or if there has been a modification, that the same is in full force and effect as modified and stating the nature of the modification); (b) that to the best of Tenant's knowledge, there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); and (c) the date to which any rents or other charges have been paid in advance, if any.

ARTICLE 25. QUIET ENJOYMENT

Subject to the remaining provisions of this Lease, Landlord covenants and agrees that so long as Tenant is not in default under this Lease, Tenant shall have the quiet and peaceable enjoyment of the Premises without interference by Landlord.

ARTICLE 26. TRADE FIXTURES AND SURRENDER

- 26.1 **Surrender.** Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Premises, including without limitation, all apparatus and fixtures then upon the Premises, in as good condition as when received, reasonable wear and tear alone excepted, broom clean and free of trash and rubbish, and, subject to Landlord's election set forth in Subsection 11.5, with all alterations, changes, additions and improvements which may have been in the Premises by Landlord or Tenant.
- 26.2 **Trade Fixtures, Furniture and Other Personal Property.** Movable trade fixtures, furniture, and other personal property installed in the Premises by Tenant at its cost shall be Tenant's property unless otherwise provided in this Lease. Tenant shall remove all of the same prior to the termination of

this Lease and at its own cost repair any damage to the Premises and the building caused by such removal. If Tenant fails to remove any such property, Landlord may, at its option, retain such property as abandoned by Tenant and may remove the same or dispose of it in any manner. Tenant shall, upon demand, pay Landlord the actual expense of such removal and disposition.

- 26.3 Merger and Subleases. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies, or may, at Landlord's option, operate as an assignment to it of any such subtenancies.

ARTICLE 27. HOLDING OVER

Any holding over by Tenant after expiration of the term hereof with Landlord's consent shall be construed as a tenancy from month to month, subject to all the conditions of this Lease, except that, unless otherwise agreed by Landlord, monthly rent during the holdover period shall be one hundred ten percent (110%) of the monthly rent in effect as of the last month of the term expired. Either party may terminate such month-to-month tenancy by giving to the other thirty (30) days' written notice of its intention to terminate. In the event Tenant holds over in the Premises without having first obtained Landlord's prior written consent, Landlord shall have all rights of re-entry and other remedies set forth herein or as otherwise may be provided by law. Tenant shall further and does hereby agree to indemnify and hold Landlord harmless from any loss or liability resulting from such failure, including, but not limited to, claims made by any succeeding tenant resulting from Tenant's failure to surrender the Premises to Landlord.

ARTICLE 28. NOTICES

All notices required or permitted under this Lease shall be in writing and served personally or by certified mail, return receipt requested, to the parties at the address specified herein. When service is made by certified mail, the notice shall be deemed given two (2) days after the date that it is deposited, properly addressed and postage prepaid, in the United States mail. Either party may change its address for notices by written notice personally delivered or forwarded by certified mail.

LANDLORD: BENTON & SOLLITT
P. O. Box 768
Bellevue, Washington 98009

TENANT: RainCity Exhibit & Design, Inc.
14350 N.E. 193rd Place
Woodinville, Washington 98072

ARTICLE 29. EXPENSES AND ATTORNEY'S FEES

- 29.1 Landlord's Right to Perform. If Tenant is in default of any of its obligations under this Lease, Landlord may, but shall not be required to (in addition to or in lieu of all other rights and remedies of Landlord available under this Lease and at law), undertake to perform any of such obligations on Tenant's behalf, and Tenant shall reimburse Landlord for any and all expenses incurred by Landlord as a result thereof. Any amounts not reimbursed from Tenant to Landlord within ten (10) days after notice thereof from Landlord shall bear interest at twelve percent (12%) per annum from the date of Landlord's notice to the date paid in full.

29.2 Attorney's Fees. In the event either Landlord or Tenant commences legal action against the other to enforce any of their respective rights under this Lease, the prevailing party therein shall be entitled to recover from the defaulting party, in addition to all other amounts recoverable, the prevailing party's reasonable attorney's fees and expenses of litigation.

ARTICLE 30. MISCELLANEOUS

30.1 No Partnership or Joint Venture. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be in any manner responsible for the debts or obligations of Tenant, or any other party.

30.2 Corporate Representatives. If Tenant hereunder is a corporation, the parties executing this Lease on behalf of Tenant represent and warrant to Landlord that: They have the authority to bind Tenant; Tenant is a valid and existing corporation; all things necessary to qualify Tenant to do business in Washington have been accomplished prior to the date of this Lease; all franchise and other corporate taxes have been paid to the date of this Lease; all forms, reports, fees and taxes required to be filed or paid by said corporation in compliance with applicable laws will be filed and paid when due.

30.3 Conditions. All agreements herein by Tenant, whether expressed as covenants or conditions, shall be deemed to be conditions for the purpose of this Lease.

30.4 Number and Gender. Unless some other meaning and intent are apparent from the context, the plural shall include the singular and vice versa; masculine, feminine and neuter words shall be used interchangeably.

30.5 "Landlord" - Release. The term "Landlord as used herein regarding covenants or obligations of the Landlord, shall be limited to and mean only the owner at the time in question of the Premises; in the event of any transfer of title in the Premises, the landlord named herein shall automatically be freed from and after the date of such transfer of all liability for the performance of any of the covenants or obligations to be performed by landlord and arising thereafter. In the event Tenant shall obtain a money judgment against Landlord hereunder, such judgment shall be satisfied solely out of the proceeds of sale received from execution of such judgment against Landlord's right, title, and interest in the Project, but Landlord shall not be personally liable for any deficiency.

30.6 Entire Agreement. This Lease represents the parties' entire Agreement, all prior understandings and agreements as to the subject matter hereof being merged herein. No amendment or modification to this Lease shall be enforceable unless set forth in writing, and fully executed by the parties.

30.7 Severability. If any term or provision hereof shall be deemed unenforceable by a court of competent jurisdiction, such determination shall not affect any other provision of this Lease, and all remaining provisions shall remain in effect.

30.8 Waiver. A party's waiver of any breach or default of the other party shall not be deemed a waiver of any other or subsequent breach or default. Any

- consent, waiver, compromise or indulgence by one party hereto of or under any of the provisions of this Lease, or as to any breach or default hereunder by the other party hereof, shall not constitute or be construed as a waiver of the former party's right to enforce performance of the conditions and terms hereof at all other times.
- 30.9 **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations or controls, enemy or hostile governmental action, riot, civil commotion, fire or other casualty, and any other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay, or stoppage, except that, subject to Subsection 13.4 above, Tenant's obligations to pay rent and any other sums or charges owing under this Lease shall not be affected thereby so long as Landlord has delivered the Premises to Tenant.
- 30.10 **Binding Effect.** Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, subject, however, to all provisions and restrictions contained herein respecting the assignment, transfer, encumbering or subletting of all or any part of the Premises or Tenant's interest in this Lease.
- 30.11 **Time for Performance.** Time is of the essence with respect to the performance of each of the covenants and agreements of this Lease.
- 30.12 **Paragraph and Section Headings.** Paragraph and section headings contained herein are for convenience only and shall in no way limit or restrict the interpretation to be placed upon any word or phrase following each heading.
- 30.13 **Brokerage.** Landlord represents and warrants to Tenant and Tenant represents and warrants to Landlord that neither has used a broker, agent, finder or other person in connection with the transaction contemplated by this lease to whom a brokerage or other commission or fee may be payable other than Western Realty Advisors, who represents the Landlord and the Tenant in this transaction. Landlord shall be solely responsible to pay commission fees to Western Realty Advisors. Each party indemnifies and agrees to defend and hold the other harmless from any claims resulting from the breach by the indemnifying party of the warranties and representations in this section.
- 30.14 **Counterparts.** This Lease may be executed in any number of counterparts which, when taken together, shall be deemed to be an original.
- 30.15 **Lease Not Binding.** This Lease shall not be deemed binding or in effect until fully executed by both Tenant and Landlord.
- 30.16 **Memorandum of Lease.** At the request of either party, the parties shall execute a memorandum of this Lease for recording.

DATED this 17th day of Oct, 2012

LANDLORD:

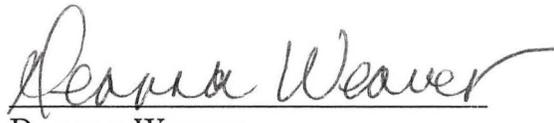
STEVEN L. BENTON and CLIVE H.
SOLLITT, d/b/a BENTON & SOLLITT, LLC

By


Steven L. Benton
Manager

TENANT:

RAINCITY EXHIBITS & DESIGN, INC.

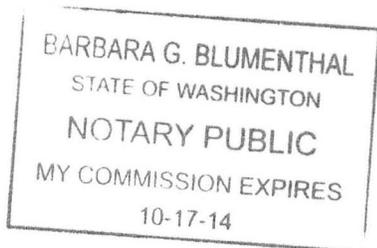

Deanna Weaver


Linda (Lory) Swan

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I CERTIFY that I know or have satisfactory evidence that Steren L. Benton is the person who appeared before me, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as a Manager of BENTON & SOLLITT, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 16, 2012



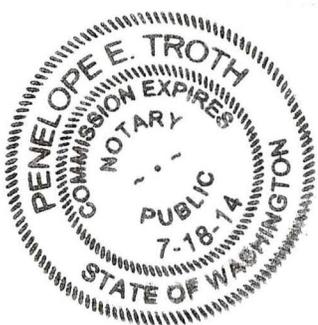
Barbara G. Blumenthal

NOTARY PUBLIC in and for the State of Washington, residing at Sammamish. My appointment expires 10/17/14

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I CERTIFY that I know or have satisfactory evidence that Linda ^{Wan} Deanna Weaver is the person who appeared before me, and acknowledged that they signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Secretary ~~President~~ of RainCity Exhibits & Design, to be her free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 16, 2012



Penelope E. Troth
NOTARY PUBLIC in and for the State of Washington, residing at Snohomish County
My appointment expires 07/18/14

FIRE DISTRICT ... THIRD
ZONING ... M.L. (LIGHT MANUFACTURING)
LEGAL DESCRIPTION ... SEE ATTACHED SHEET
ALL MECHANICAL & ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE W/ ALL APPLICABLE CODES & ORDINANCES
SITE AREA 7.0 ACRES

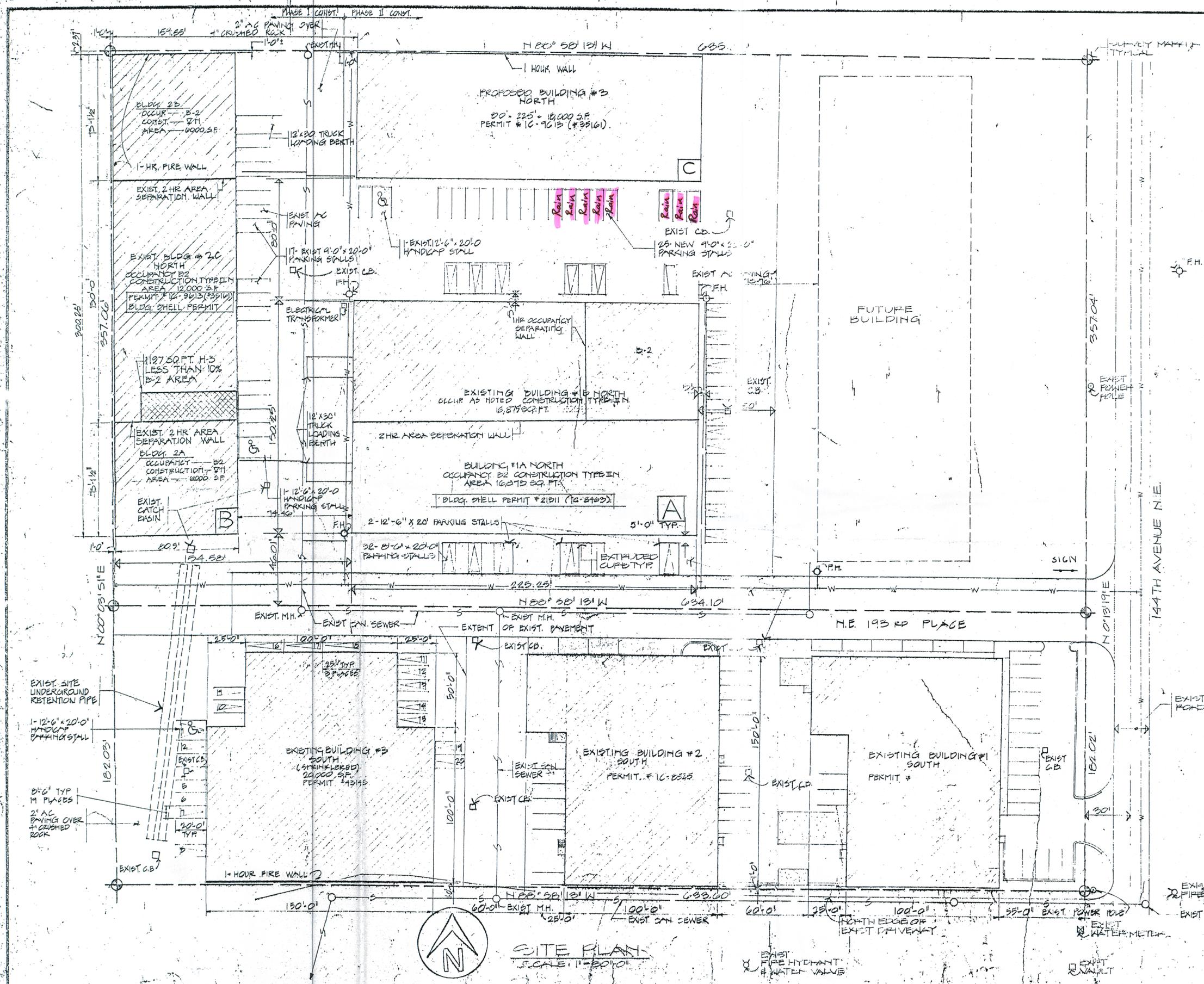
	BLDG. 1A	BLDG. 1B
OCCUPANCY	B2	B-2
CONSTRUCTION TYPE	II M	II M
AREA	19,075 SQ. FT.	18,872 SQ. FT.
ALLOWABLE AREA	12,000 SQ. FT.	12,000 SQ. FT.
BASIC SEPARATION @ SIDES (74.9% @) 4.5%	100%	100%
	12,000 SQ. FT.	12,000 SQ. FT.
	24,000 SQ. FT.	24,000 SQ. FT.

	BUILDING 2A & 2B (NORTH)	BUILDING 2C (NORTH)
OCCUPANCY	B2 (REPT. 2)	B2 (REPT. 2)
CONSTRUCTION TYPE	II M	II M
AREA	9,000 SQ. FT.	12,000 SQ. FT.
ALLOWABLE AREA (ENCL.)	6,000 SQ. FT.	12,000 SQ. FT.

EXTERIOR BUILDING AND YARD LIGHTING MUST BE SO SHIELDED OR DIRECTED TO PREVENT GLARE ON ADJOINING PROPERTY.

NOTE: CONNECT DOWNSPUTS TO EXISTING STORM DRAINAGE RETENTION SYSTEM WHICH WAS DESIGNED FOR THE ENTIRE SITE. REFER TO BUILDING PERMIT # 21311 (16 8400).
EXISTING SITE HAS BEEN GRADED UNDER PERMIT # 21311

NOTE: THIS PERMIT IS FOR INTERIOR PARTITIONS AND TO ESTABLISH OCCUPANCY OF PORTIONS OF THE BLDG.



NO.	REVISION	DATE	APPROVED	DATE

DESIGNED: AL...
DRAWN: C...
CHECKED: H...
DATE: ...
JOB NO. ...

HARVEY R. DODD & ASSOCIATES, INC.
CONSULTING ENGINEERS
820 CENTRAL BUILDING, 910 3rd AVENUE, SEATTLE, WASHINGTON 98104
206-522-5235



PROJECT: TENANT IMPROVEMENTS FOR NORTHWOOD INDUSTRIAL PARK NORTH & SOUTH WOODMILLE WASHINGTON

CONTENTS	NO.	REV.	SHEET
BUILDING	1	A	1 OF 2
BUILDING	2	B	
BUILDING	3	C	