

**AMENDMENT #1 TO LEASE AGREEMENT
PORT OF SKAMANIA AND HIGH ONE LLC
DISCOVERY BUILDING**

This Amendment to the Lease Agreement is entered into as of August 16, 2022 and amends the Lease Agreement dated March 1, 2022, (the “Agreement”) between the Port of Skamania County and High One LLC.

In consideration of the mutual promises of the parties set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Amendment. The Agreement is hereby amended, Section Two, Terms and Conditions Paragraph 1 and 2 as follows:

1. The term of this lease agreement shall end on **August 31, 2022**, unless sooner terminated or extended in accordance with the terms of this agreement. The option to renew is contingent on the acquisition of all permits and licenses required to grow and operate as a Tier 3 cannabis grow and production facility.
2. For the use and occupancy of the Premises, Lessee shall pay Lessor the rental sum of five thousand sixty-four and 04/100 dollars (\$5,064.04 plus Washington State Leasehold Excise Tax plus the Lessor’s cost for fire insurance as described in Section Nine, Insurance/Casualty to Premises below for the months of March 1, 2022 thru August 31, 2022. The sum of nine thousand and 00/100 dollars (\$9,000.00) plus Washington State Leasehold Excise Tax as established by RCW 82.29A plus the Lessor’s cost for fire insurance as described in Section Nine, Insurance/Casualty to Premises below for the months September 1 2022 through February 2023 and increasing to twelve thousand six hundred and eighty four and 00/100 dollars (\$12,684.00) per month starting March 2023 plus Washington State Leasehold Excise Tax as established by RCW 82.29A plus the Lessor’s cost for fire insurance as described in Section Nine, Insurance/Casualty to Premises below. The monthly Leasehold Excise Tax will be based on the full lease rate of twelve thousand six hundred eight four and 00/100 dollars (\$12,684.00) regardless of reduced lease rate, the (current rate of 12.84%) as established by RCW 82.29A. Payments are due and payable on or before the first day of each month, in advance, without demand.

Replace with Section Two, Terms and Conditions, Paragraph 1 and 2, below:

1. The term of this lease agreement shall end on **September 30, 2022**, unless sooner terminated or extended in accordance with the terms of this agreement. The option to renew is contingent on the acquisition of all permits and licenses required to grow and operate as a Tier 3 cannabis grow and production facility.
2. For the use and occupancy of the Premises, Lessee shall pay Lessor the rental sum of five thousand sixty-four and 04/100 dollars (\$5,064.04 plus Washington State Leasehold Excise Tax plus the Lessor’s cost for fire insurance as described in Section Nine, Insurance/Casualty to

Premises below for the months of March 1, 2022 thru **September 30, 2022**. In the event the agreement is extended (or in the case of holdover occupancy) beyond the expiration date of September 30, 2022, Lessee shall pay the sum of nine thousand and 00/100 dollars (\$9,000.00) plus Washington State Leasehold Excise Tax as established by RCW 82.29A plus the Lessor's cost for fire insurance as described in Section Nine, Insurance/Casualty to Premises below for the months **October 1, 2022, through March 2023** and increasing to twelve thousand six hundred and eighty four and 00/100 dollars (\$12,684.00) per month starting **April 1 2023** plus Washington State Leasehold Excise Tax as established by RCW 82.29A plus the Lessor's cost for fire insurance as described in Section Nine, Insurance/Casualty to Premises below. The monthly Leasehold Excise Tax will be based on the full lease rate of twelve thousand six hundred eight four and 00/100 dollars (\$12,684.00) regardless of reduced lease rate, the (current rate of 12.84%) as established by RCW 82.29A. Payments are due and payable on or before the first day of each month, in advance, without demand.

Time is of the essence in all provisions of this lease. Except as so amended, the terms of the Lease dated March 1, 2022 are reaffirmed as though fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

LESSOR: PORT OF SKAMANIA COUNTY, a Municipal Corporation of the State of Washington,

By PORT OF SKAMANIA COUNTY

By _____
Pat Albaugh, its Executive Director

LESSEE: High One LLC

By _____
HE, Zhi Hau, its Managing Partner

[Notary blocks appear on next page]

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that J. Pat Albaugh is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Executive Director** of the **Port of Skamania County** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of August 2022

Print _____
NOTARY PUBLIC in and for
The State of Washington

My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **He, Zhi Hua** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **Managing Partner of High One, a Washington Limited Liability Corporation** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of August 2022

Print _____
NOTARY PUBLIC in and for
The State of _____
My commission expires _____