CONSENT TO SUBLEASE AGREEMENT

THE PORT OF BELLINGHAM, a municipal corporation, being the Lessor in that certain Amended and Restated Capital Ground Lease dated March 26, 2009 with Cohanim Bellwether LLC, a Washington limited liability company, hereinafter referred to as the Lessee.

WHEREAS, Lessee has requested that the Port of Bellingham consent to a Memorandum of Sublease between the Lessee and Giardini Naxos, LLC, a Washington limited liability company, hereinafter "Sublessee". Such Memorandum of Sublease was executed on November 2, 2018 and is attached hereto as Exhibit A and hereinafter referred to as the "Sublease Agreement", and

WHEREAS, the Port of Bellingham has considered the Memorandum of Sublease and is willing to give its consent CONDITIONED UPON the Sublessee and Lessee agreeing to the following conditions:

NOW, THEREFORE, the Port of Bellingham does hereby consent to the Memorandum of Sublease Agreement referred to above with the following reservations and conditions:

1. The Sublease Agreement shall be subject in all respects to the underlying lease between the Lessee and the Port of Bellingham which document is dated March 26, 2009, including all subsequent renewals, modifications and assignments thereto. Notwithstanding the foregoing, Sublessee's "Casualty Loss of Sublessee" and Sublessee's "Insurance" shall be pursuant to Section 5.1, 5.1.2, 5.1.3, 5.1.4, and 5.1.5 herein.

2. Any and all provisions of the Sublease Agreement which are or may be inconsistent with the provisions of the underlying lease shall be of no force and effect as respects the Port of Bellingham.

3. Nothing herein shall be interpreted as having released the Lessee from its obligations under the underlying lease with the Port of Bellingham. The Port of Bellingham looks to Lessee to perform each and every obligation it has under the underlying lease.

4. The Lessee, pursuant to Section 14.5 "Consent Fees", shall pay the Lessor its "Transfer Fee Deposit" of $300.00.

5. The Sublessee understands and agrees to the "Casualty Loss of Sublessee" provision and the "Insurance" provisions below, and shall provide evidence of its Insurance to the Port for its portion of the Lessee's Improvements:

   5.1 Casualty Loss of Sublessee. The parties hereto agree that the Lessor, its commissioners and employees, Lessor's insurance carrier and Lessor's casualty policy shall not be responsible to the Sublessee for any property loss or damage done to the Sublessee's property, whether real, personal or mixed, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be the Sublessee's responsibility to provide its own protection and insurance against casualty losses of whatsoever kind or nature, regardless of whether or not such

loss is occasioned by the acts or omissions of the Lessor, Lessee, Sublessee, third party, or act of nature.

5.1.2 Insurance. Sublessee shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property located on the Premises) arising on the Premises or arising out of Sublessee's operations. The limits of liability shall be not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate unless the Sublessee requests and Lessor approves in writing, a lesser liability limit. Lessor may impose changes in the limits of liability: (i) at the same time as revaluation of the annual Rent; (ii) as a condition of approval of assignment or sublease of this Consent to Sublease; (iii) upon any breach of the environmental liability provision contained in the Amended and Restated Capital Ground Lease; (iv) upon a material change in the condition of any improvements; or (v) upon a change in the permitted use. If the liability limits are changed, Sublessee shall obtain new or modified insurance coverage within thirty (30) days after changes in the limits of liability are required by Lessor. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to Sublessee and to Lessor.

5.1.3 The foregoing insurance policy shall name Lessor as an additional insured. Lessee shall provide certificates of insurance and, if requested, copies of any policy to Lessor. Receipt of such certificate or policy by Lessor does not constitute approval by Lessor of the terms of such policy. Sublessee shall provide an Additional Insured Endorsement as evidence of the Lessor's additional insured status. Furthermore, the policy of insurance required herein shall: (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to Lessor except upon forty-five (45) days' prior written notice from the insurance company to Lessor; (iii) contain an express waiver of any right of subrogation by the insurance company against Lessor and Lessor's elected officials, employees or agents; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Sublessee which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Lessor and Sublessee.

5.1.4 If Sublessee fails to procure and maintain the insurance described above, Lessor shall have the right, but not the obligation, to procure and maintain substitute insurance and to pay the premiums. Sublessee shall pay to Lessor upon demand the full amount paid by Lessor.

5.1.5 The Sublessee believes and states that the insurance obligation herein does not exceed that which the Sublessee would otherwise normally place upon itself and obtain in order to operate its business in a prudent manner.

6. Any signs installed on the premises by the Sublessee shall first require the written consent of the Port of Bellingham prior to the installation of any sign.

7. The Sublessee shall comply with Section 6.10 "Subsequent Improvements" contained in the underlying Amended and Restated Capital Ground Lease between Lessor and Lessee.

8. This Consent to Sublease Agreement may be executed in any number of counterparts, and such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

9. This Consent to Sublease Agreement may be executed by the parties and transmitted by facsimile or electronic transmission of a PDF file and, if so executed and transmitted this will be for all purposes as effective as if the parties had delivered an executed original Consent to Sublease Agreement.

DATED this ____ day of _____, 2018.

COHANIM BELLWETHER LLC

By: Porta Lee Cohanim

Print: PORTA LEE COHANIM

Its: Manager

"LESSEE"

PORT OF BELLINGHAM

_____

Executive Director

"LESSOR"

GIARDINI NAXOS, LLC

By: G. Mauro

Print: G. MAURO

Its: OWNER

"SUBLESSEE"

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM :

ON THIS _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ROB FIX**, known to me to be the **Executive Director**, respectively of the **PORT OF BELLINGHAM**, and acknowledged the 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

_____
Name (Print) _____
NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham
My Commission expires: _____

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM :

ON THIS 28 day of Nov, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Porter Lee Cohanim known to me to be the Manager of **COHANIM BELLWETHER LLC**, a Washington limited liability company, registered to do business in the State of Washington, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath verified that he/she was authorized to execute this document on behalf of the limited liability company for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

JUDY A HARVEY
COMMISSION EXPIRES
NOTARY
PUBLIC
01-18-2019
STATE OF WASHINGTON

Judy A. Harvey
Name (Print) JUDY A. HARVEY
NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham.
My Commission expires: 1-18-2019.

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM :

ON THIS 28 day of NOVEMBER, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me GIUSEPPE MAURO known to me to be the OWNER of **GIARDINI NAXOS, LLC**, a Washington limited liability company, registered to do business in the State of Washington, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath verified that he/she was authorized to execute this document on behalf of the limited liability company for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOAH CARLSON
Notary Public
State of Washington
Commission # 199665
My Comm. Expires Apr 26, 2022

Name (Print) NOAH CARLSON
NOTARY PUBLIC, in and for the State of Washington, residing at BELLINGHAM
My Commission expires: 4/26/22

EXHIBIT A

Filed for Record at the Request of:
Shropshire Law Firm, PLLC
1223 Commercial Street
Bellingham, WA 98227-2788

Document Title:	MEMORANDUM OF SUBLEASE
Reference Number of Document Released/Assigned: N/A	
Grantor/Sublessor:	COHANIM BELLWETHER LLC, a Washington limited liability company
Grantee/Sublessee:	GIARDINI NAXOS, LLC, a Washington limited liability company
Abbreviated Legal Description:	A-1, Bellwether on the Bay SBSP No. 2 (AF#2081203040)
Assessor's Tax Parcel ID:	380225 340367 0001

MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE AGREEMENT is dated this _____ day of _____ 2018, by and between COHANIM BELLWETHER LLC, a Washington limited liability company (hereinafter referred to as the "Sublessor") and GIARDINI NAXOS, LLC, a Washington limited liability company (hereinafter referred to as the "Sublessee").

Sublessor and Sublessee have entered into a Lease Agreement effective October 14, 2009, (the "Agreement"), related to a sublease regarding real property legally described in Exhibit "A," which real property Sublessor leases from the Port of Bellingham pursuant to that

certain Amended and Restated Capital Ground Lease dated March 26, 2009. That Agreement was subsequently renewed and extended until July 31, 2020 by Amendment dated August 20, 2015, (the "Amendment").

The Amendment provides, among other things, for an additional five (5) year period at a fair market rental rate and, of course, subject to the terms set forth in the Lease Agreement.

The parties hereto have executed this Memorandum of Lease on the day and year first above written for purposes of recording.

SUBLESSOR:

COHANIM BELLWETHER LLC, a Washington limited liability company

By: Porta Lee Cohanim
Its: Managing Manager

SUBLESSEE:

GIARDINI NAXOS, LLC, a Washington limited liability company

By: GIUSEPPE MAURO
Its: MANAGING MEMBER

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~WHATCOM~~)

I certify that I know or have satisfactory evidence that Porta Lee Cohanim signed this instrument, on oath stated that he/she was authorized to execute the instrument as a/the Managing Manager of COHANIM BELLWETHER LLC, and acknowledged it to be the free and voluntary act and deed of said company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on Oct 30, 2018.

NANCY L. ALLRED
NOTARY PUBLIC
COMMISSION EXPIRES 12-17-18
STATE OF WASHINGTON

Nancy L Allred
(Signature of Notary)
Nancy L Allred
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington
My Appointment Expires: 12/17/18

STATE OF WASHIINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Giuseppe Mauro signed this instrument, on oath stated that he was authorized to execute the instrument as the Manager of GIARDINI NAXOS, LLCand acknowledged it to be the free and voluntary act and deed of said credit union, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on November 2, 2018.

NOTARY PUBLIC
STATE OF WASHINGTON
PATRICIA A. HOLMES
My Appointment Expires
MARCH 08, 2020

(Signature of Notary)
Patricia A. Holmes
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington
My Appointment Expires: March 8 2020

EXHIBIT A
LEGAL DESCRIPTION

Parcel A:

Parcel A-1, Bellwether on the Bay Specific Binding Site Plan No. 2, according to the plat thereof recorded December 31, 2008, under Auditor's File No. 2081203040, records of Whatcom County, Washington.

Situate in Whatcom County, Washington

Parcel B:

An Easement for subjacent and lateral support for buildings, utility installations; to excavate, lay and construct Parking Garage; to use the Parking Garage for normal parking purposes and reasonable ancillary uses; and to accomplish the perpetual maintenance, repair and replacement of the Parking Garage, as created by and defined in those documents, recorded December 31, 2008 and recorded under Auditor's File No. 2081203041, and as amended in Agreement recorded October 27, 2010 and recorded under Auditor's File No. 2101003714, and Assignment recorded November 5, 2010, under Auditor's File No. 2101100863, records of Whatcom County, Washington.

Parcel C:

24 foot Joint Access Easement, as created by Bellwether on the Bay Specific Binding Site Plan #1, according to the plat thereof recorded May 9, 2001, under Auditor's File No. 2010501287, records of Whatcom County, Washington.

All situate in Whatcom County, Washington.

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2018, by and between the **PORT OF BELLINGHAM**, a Washington municipal corporation (the "Port"), and **COHANIM BELLWETHER, LLC**, a Washington limited liability company ("Lessee"), and **GIARDINI NAXOS, LLC**, a Washington limited liability company registered to do business in the State of Washington ("Sublessee").

Recitals

A. The Port and Lessee have entered into a certain Amended and Restated Capital Ground Lease dated March 26, 2009 (the "Lease"), for the land described in Exhibit A hereto (the "Land");

B. Lessee has constructed certain improvements on the Land (the "Improvements"), and has entered into a Memorandum of Sublease with Sublessee (the "Sublease") for a portion of Lessee's Improvements containing approximately 5,185 square feet (the "Premises").

C. On _____, 2018 the Port consented to the Sublease in the manner required by the Lease and, pursuant to Lessee's and Sublessee's request, is willing to agree with the Sublessee that the Sublease shall not be impaired in the event of any forfeiture or cancellation of the Lease so long as the conditions set forth in this Agreement are adhered to.

Agreement

1. Recitals. Each of the parties hereto confirms the accuracy of the Recitals and the same are incorporated into this Agreement by this reference.

2. Confirmation of Sublease. Lessee and Sublessee represent and warrant to the Port that the Sublease to which the Port has consented is a true copy of their Memorandum of Sublease with respect to the Premises, the Memorandum of Sublease has not been modified, the Memorandum of Sublease has not been assigned or pledged by Lessee or Sublessee to any other person, neither Lessee nor Sublessee is aware of any existing default under the Sublease, and the Sublease remains in full force and effect.

3. Non-disturbance of Sublease. The Port agrees that in the event it accepts any surrender of the Lease or if the Lease is canceled or forfeited prior to the expiration of the Sublease, and so long as Sublessee is not in default under the Sublease beyond the expiration of any applicable cure period, it shall recognize the Sublease as a direct lease between Sublessee and the Port for the remainder of its stated term; provided, however,

(a) The Port shall not be bound by any modification of the Sublease to which it does not consent in writing;

(b) The Port shall not be subject to any defenses, claims, or counterclaims or any offsets or deductions from rent as a result of any failure of Lessee to perform any of its obligations under the Sublease or any misrepresentation, breach of warranty, indemnity, act or omission of Lessee or any employee, agent or contractor of Lessee;

(c) The Port shall not be bound by any payment of rent under the Sublease more than one (1) month in advance;

(d) The Port shall not be required to refund any security deposit paid to Lessee except to the extent such security deposit has been assigned and transferred to the Port and has not been used by the Port in a manner permitted by the Sublease;

(e) The Port shall not be (i) liable for any concessions, improvement allowances, reimbursements or damages owed by Lessee to Sublessee, or (ii) bound by any standard or requirements for or qualifications of its right to consent to any assignment, sublease, encumbrance, alteration, or improvement or any change of any permitted use, appearance, or signage or any other act or modification for which such consent or any waiver is required by the Lease except to the extent the same are stated in the Lease, or (iii) except for the maintenance and repair obligations for which the owner of the Premises is liable and that are attributable to the period during which the Port is the sublessor under the Sublease, obligated to construct, repair, maintain, alter, replace or remove any of the Improvements, or (iv) liable for any obligations of Lessee under the Sublease that accrued prior to the date of the cancellation or termination of the Lease; and

(f) The Port shall not be required to recognize any purported term or extension of the Sublease that extends beyond the scheduled expiration date of the term of the Lease, as the same may be extended.

4. Attornment. Sublessee agrees that in the event of any cancellation or forfeiture of the Lease it shall attorn to and recognize the Port as its Landlord under the Sublease, subject to the limitations upon the obligations of the Port as stated in this Agreement. Such attornment shall be deemed automatic and not require the execution of any further agreements.

5. Subordination. Subject to the terms and conditions of this Agreement, Sublessee acknowledges and agrees that all of its rights under the Sublease are unconditionally subordinate to all of the terms, covenants and conditions of the Lease, and in the event the Sublease becomes a direct lease between the Sublessee and the Port, the remedies of Sublessee against the Port shall be confined to those expressly set forth in the Lease.

6. Sublessee's Covenants. Sublessee agrees that it shall give the Port a true and complete copy of any notice of default under the Sublease at the same time it gives such notice to Lessee and shall permit the Port to cure such default. The Port shall have the right, in its sole and absolute discretion, to elect to cure or not to cure such default in each instance. The Port shall have the same cure period provided to Lessee under the Lease to cure such default, and if the Port elects to do so, Lessee shall reimburse the Port for all of resulting its costs and

expenses within ten (10) days after written demand. Lessee's failure to make such payment to the Port within such ten (10) day period shall constitute a default under the Lease.

7. Attorneys' Fees. In the event any action is instituted to interpret or enforce any of the provisions of this Agreement, the substantially prevailing party therein shall be reimbursed for its costs and reasonable attorneys' fees incurred in connection therewith by losing party, including any such fees, costs, and expenses incurred in any arbitration, appeal, bankruptcy or receivership, and including those that relate to any issues that are specific to any such types of proceedings.

8. Notices. Any notices given under this Agreement shall be in writing and sent to:

Port: Port of Bellingham
P O Box 1677
Bellingham, WA 98227

Lessee: Cohanim Bellwether LLC
5233 University Way NE
Seattle, WA 98105

Sublessee: Giardini Naxos, LLC
21 Bellwether Way Suite 112
Bellingham, WA 98225

9. Successors. The terms, covenants and conditions set forth in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Entire Agreement. This Agreement, together with any written consent granted by the Port to the Sublease, shall constitute the sole and exclusive agreement by and between the parties hereto with respect to the Port's agreement not to disturb Sublessee in the event of any cancellation or forfeiture of the Lease, and no provision of this Agreement may be modified or waived except through the execution of a subsequent written agreement by each of the parties hereto or their respective successors in interest.

11. Execution in Counterpart. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

12. Transmission. This Agreement may be executed by the parties and transmitted via facsimile or electronically and, if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

IN WITNESS WHEREOF, the Port, Lessee, and Sublessee have executed this Agreement as of the day and year first above written.

LESSEE:

COHANIM BELLWETHER, LLC

By

Print Name

Its

LESSOR:

PORT OF BELLINGHAM

Executive Director

SUBLESSEE:

GIARDINI NAXOS, LLC

By

OWNER

Print Name

Its

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM :

ON THIS _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ROB FIX**, known to me to be the **Executive Director** of the **PORT OF BELLINGHAM**, and acknowledged the 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

_____

Name (Print) _____

NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham
My Commission expires: _____

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM :

ON THIS 28 day of Nov, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn,, personally appeared before Portalee Cohanim, known to me to be the Manager of **COHANIM BELLWETHER, LLC**, a Limited Liability Company, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath verified that he/she was authorized to execute this document on behalf of the limited liability company for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

JUDY A HARVEY
COMMISSION EXPIRES
NOTARY
PUBLIC
01-18-2019
STATE OF WASHINGTON

Judy A. Harvey

Name (Print) JUDY A. HARVEY
NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham
My Commission expires: 1-18-2019.

STATE OF WASHINGTON:

ss

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM :

ON THIS 28 day of NOVEMBER, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me GIUSEPPE MANZO known to me to be the OWNER of **GIARDINI NAXOS, LLC**, a Washington limited liability company, registered to do business in the State of Washington, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath verified that he/she was authorized to execute this document on behalf of the limited liability company for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOAH CARLSON
Notary Public
State of Washington
Commission # 199665
My Comm. Expires Apr 26, 2022

Name (Print) NOAH CARLSON
NOTARY PUBLIC, in and for the State of Washington, residing at BELLINGHAM
My Commission expires: 4/26/22

EXHIBIT A

2051203040
SPECIFIC BINDING SITE PLAN #2
BSP 2007-00004
BELLWETHER ON THE BAY
PTN. OF THE S1/2 OF THE NE1/4 AND ADJACENT TIDELANDS SECTION 25, TOWNSHIP 38 NORTH, RANGE 2 EAST OF W.M.
CITY OF BELLINGHAM, WHATCOM COUNTY, WASHINGTON
GRAPHIC SCALE
LEGEND
PROPERTY LINE IS APPROX. LINE OF ORDINARY HIGH WATER
SQUALICUM HARBOR
NEW WHATCOM TIDELANDS
BELLWETHER WAY
PARCEL D-1
28 BELLWETHER WAY
DEVELOPMENT
ZONE 2
COAST GUARD
LOT LINE ADJUSTMENT
PARCEL C
25 BELLWETHER WAY
ZONE 1
ROEDER AVE
I AND J WATERWAY
AUDITOR'S CERTIFICATE
CONSTRUCTION SURVEYORS N.W. INC.
BELLWETHER ON THE BAY SBSP#2
PTN. OF THE S1/2 OF THE NE1/4 OF SEC. 25, TWP. 38 N., RGE. 2 E. OF W.M.
DRAWN SMF/DRM
DATE 12-25-08
JOB No. 07S01BSP2-A
CHECKED SMF
SCALE 1" = 100'
SHEET 2 of 3

TRADEMARK LICENSING AGREEMENT

This Trademark Licensing Agreement is made and entered into this ____day of _____ 2018, by and between the **PORT OF BELLINGHAM**, a municipal corporation, hereinafter "Lessor" under that certain Amended and Restated Capital Ground Lease dated March 26, 2009 with Cohanim Bellwether LLC, a Washington limited liability company, hereinafter "Lessee" and wherein Giardini Naxos, LLC, a Washington limited liability company, hereinafter, is a Sublessee to the Lessee, hereinafter "Sublessee".

WITNESSETH:

WHEREAS, on _____, 2018 the Lessor consented to a Consent to Sublease Agreement between Lessee and Sublessee for premises commonly described as Bellwether on the Bay; and

WHEREAS, Lessor has obtained a trademark for each of the terms "**Bellwether on the Bay**" and "**Bellwether**" (the "Trademarks") and has registered four classes under the Trademarks, including the sole right to promote and sell goods and to provide services under the Trademarks; and

WHEREAS, if Sublessee desires to use the Trademarks to promote its business, which if used appropriately, will benefit the Port by generally promoting the Bellwether development; and

WHEREAS, the Port is willing to provide Sublessee with a license to use the Trademarks in accordance with the terms and conditions herein.

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **License**. Sublessee will be permitted to use the Trademarks only as follows:

   (a) The Lease, Consent to Sublease Agreement, and all other agreements between Lessee, Sublessee and the Port of Bellingham shall be in good standing at all times that the Trademarks are being used by the Sublessee. The Port of Bellingham may revoke the license immediately upon a default under the Lease which is not timely cured.

   (b) Lessee must obtain prior written approval of the Port for use of the Trademarks in any specific situation.

   (c) The Trademarks must be used for Sublessee's business purposes involving the promotion or marketing of the business it performs on the subleased premises ("Sublessee's Business");

   (d) The Trademarks may only be used for (i) the sale of goods related to Sublessee's Business or (ii) the promotion of Sublessee's Business;

   (e) Any goods and promotional materials that bear the Trademarks shall be in good taste and shall reflect the quality of the Bellwether development.

2. **Rejection of Proposed Use**. Lessor reserves the right to reject any proposed use of the Trademarks for any reason or no reason. Sublessee shall have no cause of action against Lessor for any such rejection.

3. **Waiver and Release**. In consideration of this Agreement and the license granted herein, Sublessee hereby waives and releases all claims (including but not limited to consequential damages) against Lessor, its commissioners, directors, agents and employees arising out of this Agreement or the license.

4. **Non-Transfer**. The license granted herein is non-transferable.

DATE: 11/28/18 DATE: _____

LESSEE:

GIARDINI NAXOS, LLC

By

GIUSEPPE MAURO

Printed Name

OWNER

Its

LESSOR:

PORT OF BELLINGHAM

Executive Director

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM :

ON THIS _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ROB FIX**, known to me to be the **Executive Director** of the **PORT OF BELLINGHAM**, and acknowledged the 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

_____
Name (Print) _____
NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham
My Commission expires: _____

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM :

ON THIS 28 day of NOVEMBER, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me GIUSEPPE MAURO known to me to be the OWNER of **GIARDINI NAXOS, LLC**, a Washington limited liability company, registered to do business in the State of Washington, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath verified that he/she was authorized to execute this document on behalf of the limited liability company for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOAH CARLSON
Notary Public
State of Washington
Commission # 199665
My Comm. Expires Apr 26, 2022

_____
Name (Print) NOAH CARLSON
NOTARY PUBLIC, in and for the State
of Washington, residing at BELLINGHAM
My Commission expires: 4/26/22