

Hourly Sublease

Names

This sublease is entered into by Isshinryu Karate-do of Hillsboro, LLC hereinafter called the Sublessor and Epipog, LLC, doing business as Labs.Earth, hereinafter called the Sublessee.

Term of Sublease

This sublease begins on _____ and shall be perpetual.

Property Subleased

Subject to the terms and conditions of this Agreement, the Sublessor hereby subleases unto Sublessee the premises situated at 2401 NE Cornell Rd, Suite J, in the city of Hillsboro, county of Washington, state of Oregon, hereafter called the premises.

In consideration of the subleasing of the premises and of the mutual agreements herein contained, the parties agree as follows:

Sublessee's Acceptance of Sublease

The Sublessee accepts this subletting and agrees to pay to the order of the Sublessor the hourly rentals stated in Exhibit A for each use of the premises.

Original Lease

This subtenancy is subject to all the terms and conditions of the Original Lease dated March 1, 2017, between Litchfield Cornell Square, LLC, hereinafter called the Lessor, and Isshinryu Karate-do of Hillsboro, LLC, the Sublessor.

The Sublessee will perform and observe all of the terms and conditions of the Original Lease as if the Sublessee were named as a Lessee in the Original Lease. The Sublessee will do nothing that will create a breach by the Sublessor of any of the terms or conditions of the Original Lease.

If the Lessor notifies the Sublessor of any breach of the terms or conditions of the Original Lease which the Sublessee is obligated to perform, the Sublessor will immediately notify the Sublessee in writing. The Sublessee will promptly cure any breach.

Use of Premises

The Sublessee will use the premises only for the conduct of the following business: professional training in the field of Data Science and for no other purpose without the written consent of the Lessor and the Sublessor.

The Sublessee will occupy or use the premises only on such dates and at such times as approved in writing by the Sublessor.

The Sublessee will provide written notification to the Sublessor at least seven days prior to a use's scheduled start time if the Sublessee cancels or reschedules that use. If less than seven days advance notice, the Sublessee shall be fully responsible for paying rent as if the use had in fact occurred as previously scheduled.

The Sublessee will not make any unlawful, improper, or offensive use of the premises, or permit anything to be done upon the premises in any way tending to create a nuisance, including objectionable noise or odor.

The Sublessee will not cause or permit any hazardous materials, gasoline or other combustible materials, power machinery, vending machines, or any animals or birds (service animals excepted) to be brought upon, kept, or used in or about the premises without the prior written consent of the Lessor and the Sublessor.

The Sublessee will comply with all safety, fire protection, and evacuation regulations established by the Lessor, the Sublessor, or any applicable governmental agency.

The Sublessee will not suffer or permit smoking, or use of e-cigarettes, or carrying of lighted cigars or cigarettes by anyone within the premises or within ten feet outside the entrance to the premises.

The Sublessee will not use any method of heating or air conditioning other than as provided by the Lessor.

The Sublessee will limit use of the premises to those areas, equipment, and supplies on the premises directly related to the course of Sublessee's ordinary business activities.

The Sublessor may charge a per-transaction fee to the Sublessee for the Sublessee's use of any payment processing system owned by or paid for by the Sublessor.

The Sublessee will be provided one exterior door key to access the premises and will not provide that key or any copy thereof to any person without written permission from the Sublessor.

The Lessor and the Sublessor reserve the right to refuse access to any persons either in good faith judges to be a threat to the safety and reputation of the premises and its occupants.

Condition of Premises

The Sublessee will leave the premises in good condition at the conclusion of each use, with all lights and water faucets shut off, temperature controls set to their normal operating schedule, and the exterior door locked.

Any facility damage or litter caused or allowed by the Sublessee or any participant in the Sublessee's use of the premises is the responsibility of the Sublessee to take care of immediately at the Sublessee's own expense.

The Sublessee will not suffer or permit any defacing, damaging, or modifying of the walls, doors, windows, flooring, or other surfaces of the premises, or any equipment or supplies owned by the Sublessor. The Sublessee will be responsible for any inappropriate use of toilet rooms, plumbing, or other utilities by any individual during the Sublessee's use of the premises. No foreign substances of any kind are to be inserted therein.

At the conclusion of each use, the Sublessee will return any equipment and supplies provided by the Sublessor to their original locations and configurations as at the start of the Sublessee's use. The Sublessee will remove from the premises any equipment or supplies owned by the Sublessee, except as permitted by the Sublessor.

Indemnification

The Sublessee agrees to and shall indemnify and hold the Lessor and the Sublessor harmless against any and all claims and demands arising from the negligence of the Sublessee, the Sublessee's officers, agents, invitees and/or employees, as well as those arising from the Sublessee's failure to comply with any covenant of this sublease on the Sublessee's part to be performed, and shall at the Sublessee's own expense defend the Lessor and the Sublessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the Lessor or the Sublessor in any such suit or action.

Liability Insurance

At all times during the term of this sublease, the Sublessee will, at the Sublessee's own expense, keep in effect and deliver to the Sublessor liability insurance policies in form, and with an insurer, satisfactory to the Lessor and the Sublessor.

Such policies shall insure the Lessor, the Sublessor, and the Sublessee against all liability for damage to persons or property in, upon, or about the premises. The amount of such insurance shall not be less than \$1,000,000.

It shall be the responsibility of the Sublessor to insure all of the Sublessee's belongings upon the premises, of whatsoever nature, against damage caused by fire or the effects of fire (smoke, heat, means of extinguishment, etc.), or any other means of loss. The Lessor, the Sublessor, and the Sublessee will not be liable to the other parties for loss arising out of damage to or destruction of the premises when such loss is caused by any of the perils which could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance.

With respect to these policies, the Sublessee shall cause the Lessor and the Sublessor to be named as additional insured parties.

Subletting and Assignment

The Sublessee will not assign this sublease or further sublet any part of the premises without the written consent of the Lessor and the Sublessor.

Security Deposit

The Sublessee will deposit \$250.00 with the Sublessor prior to the Sublessee's first use of the premises as a security deposit for the Sublessee's performance of this sublease.

The Sublessor will refund the full security deposit upon written request to the Sublessor within 60 days at the end of this sublease if the Sublessee returns the premises to the Sublessor in good condition (except for reasonable wear and tear) and the Sublessee has paid the Sublessor all sums due under this sublease. Otherwise the Sublessor may deduct any amounts required to place the premises in good condition and to pay for any sums due under the sublease.

Waiver

Any waiver by the Lessor or the Sublessor of any breach of any covenant herein contained to be kept and performed by the Sublessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Sublessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

Termination of Sublease

Either party may terminate this sublease by notifying the other party in writing at least 30 days prior to the termination date.

The Sublessee will return all keys to the premises at the termination of this sublease and shall be responsible for the cost of replacing any keys that are lost.

Notices

All notices must be in writing. A notice may be delivered to a party at the address that immediately preceeds a party's signature below or to a new address that a party designates in writing. Notices may be delivered in person, by U.S. Mail with postage fully prepaid, or by courier.

Attorney Fees and Court Costs

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to

pay the prevailing party's reasonable attorney's fees incurred throughout such proceeding, including at trial, on appeal, and for post-judgment collection.

The Sublessee agrees to pay and discharge all the Lessor's and Sublessor's costs and expenses, including Lessor's and Sublessor's reasonable attorney's fees that shall arise from enforcing any provision or covenants of this sublease even though no suit or action is instituted.

Should the Sublessee be or become the debtor in any bankruptcy proceeding, voluntarily, involuntarily or otherwise, either during the period this sublease is in effect or while there exists any outstanding obligation of the Sublessee created by this sublease in favor of the Lessor or the Sublessor, the Sublessee agrees to pay the Lessor's and the Sublessor's reasonable attorney's fees and costs which the Lessor or the Sublessor may incur as the result of the Lessor's or the Sublessor's participation in such bankruptcy proceedings. It is understood and agreed by both parties that applicable federal bankruptcy law or rules of procedure may affect, alter, reduce or nullify the attorney fee and cost awards mentioned in the preceding sentence.

Heirs and Assigns

This sublease binds and benefits the heirs, successors, and assignees of the parties.

In constructing this sublease, it is understood that the Lessor, the Sublessor, or the Sublessee may be more than one person. The provisions hereof apply equally to corporations and individuals.

Entire Agreement

This is the entire agreement between the parties. It replaces and supercedes any and all oral agreements between the parties, as well as any prior writings.

Governing Law

This sublease will be governed by and construed in accordance with the laws of the state of Oregon.

Severability

If any court determines that any provision of this sublease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this sublease invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

In witness whereof, the parties have executed this sublease on the day and year first hereinabove written, any corporation signature being by authority of its Board of Directors.

Sublessor

Isshinryu Karate-do of Hillsboro, LLC
1724 SE Ripplewood Ave
Hillsboro, OR 97123

by _____

its _____

Dated _____

Sublessee

Epipog, LLC dba Labs.Earth
1308 NE 194th Ave
Camas, WA 98607

by _____

its _____

Dated _____