

AMENDMENT TO OPTION AGREEMENT

This Amendment to the Option Agreement (“Agreement”), dated September 10, 2016 (“Effective Date”), is made by and between **Mahari K Tsegai** (“Member”), _____ (“Member”), and _____ (“Member”), collectively referred to as the (“Members”) and Khang Tran (“Option Holder”), and Magic Tree Collective 206, Inc, a Washington limited liability company (the “Company”), sometimes referred to collectively as the “Parties.”

MEMBERS

A. The Company has a Marijuana Retailer License #421151 with the Washington State Liquor and Cannabis Board (the “WSLCB”).

B. Members own, beneficially and of record, 100% of the outstanding interest of the Company (the “Membership Interest”). Current interest is as follows:

<u>MEMBERS</u>	<u>INTEREST</u>
Mahari K Tsegai	98%
- - - - -	1%
- - - - -	1%

C. Option Holder gives notice to exercise the option and wishes to purchase 50% of the Membership Interest and Members are willing to sell 50% of the Membership Interest, on the terms and conditions set forth in this Agreement.

D. With exercising this option, the Members of the Company will remain as follows:

<u>MEMBER</u>	<u>INTEREST</u>
Mahari K Tsegai	50%
Khang Tran	50%

MANAGEMENT

A. The Members have elected to manage the company as follows:

a. The Members hereby delegate the management of the company to the Manager(s), subject to the limitations set out in this agreement.

b. The Members shall elect and may remove the Manager(s) by majority vote.

c. The Manager(s) shall have the authority to take all necessary and proper actions in order to conduct the business of the company. This includes the power and authority on behalf of the company to:

i. Acquire real or personal property as the Manager(s) may determine;

ii. Borrow money from financial institutions or investors;

iii. To encumber and grant security interests in the assets of the company to secure repayment of borrowed funds;

iv. To purchase liability and other insurance to protect the Company's property and business;

v. To acquire, improve, manage, charge, operate, sell, transfer, exchange, encumber, pledge, or dispose of any real or personal property of the company.

d. Manager(s) can take any appropriate action on behalf of the company, including but not limited to signing checks, executing leases, and signing business loan documents.

e. In determining the timing and total amount of distributions to the Members, the action of the Manager(s) shall be based on a majority vote of the Manager(s), with or without a meeting.

f. The compensation to the Manager(s) shall be in the discretion of the majority of the Members of the company.

g. There shall be 2 initial Manager(s).

h. The initial Manager(s) are:

i. Mahari K Tsegai

ii. Khang Tran

AGREEMENT

Entire Agreement. This Agreement, together with its exhibits, supersedes all prior agreements, representations, negotiations, proposals or discussions between the Parties with respect to the subject matter hereof. This Agreement may be altered or amended only in writing executed by the parties.

Counterparts. This Agreement may be executed in several counterparts by one or more of the Parties and all such counterparts shall together be deemed to constitute one final agreement.

[Signature page follows.]

AGREED AND ACCEPTED by.

Member/Manager:

Mahari K Tsegai

Address: _____

Member/Manager:

Khang Tran

Address: _____

Former Member:

Address: _____

Former Member:

Address: _____

EXHIBIT A

SPOUSAL CONSENT

I, _____, spouse of _____, have read and hereby approve the foregoing Agreement. In consideration of the right of my spouse to purchase the Membership Interest as set forth in the Agreement, I hereby agree to be irrevocably bound by the Agreement and further agree that any community property or other such interest shall hereby be similarly bound by the Agreement. I hereby appoint my spouse as my attorney-in-fact with respect to any amendment or exercise of any rights under the Agreement.

Spouse of _____ (if applicable)