

## LEASE

THIS LEASE AGREEMENT ("Lease"), is made and entered into between ETJ LLC ("Landlord"), and RUBATINO REFUSE REMOVAL, INC. ("Tenant").

Landlord is the owner of land and improvements located at the Snohomish County Tax Parcels commonly known by the addresses 2715 Summit Ave., Everett, Washington 98201, 2714 Harrison Ave., Everett, Washington, 98201, and 3512 Everett Ave., Everett, Washington, 98201 (together the "Premises" or the "Leased Premises"). Landlord desires to Lease Premises to Tenant, and Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

### 1. Basic Lease Information

1.1 Lease Date: January 1, 2018.

1.2 Landlord: ETJ LLC.

1.3 Tenant: Rubatino Refuse Removal, Inc.

1.4 Premises: A truck and employee parking yard located at that certain real estate that is located at the Snohomish County Tax Parcels 00562564302100, 00562564302800, 00516864301400, and 00516864301100 and commonly known by the addresses 2715 Summit Ave., Everett, Washington 98201, 2714 Harrison Ave., Everett, Washington, 98201, and 3512 Everett Ave., Everett, Washington, 98201 which are legally described on the attached Exhibit A ("Real Property") containing approximately 52,600 rentable square feet.

1.5 Permitted Use: General truck and employee parking.

1.6 Initial Term: One (1) year.

1.7 Lease Commencement Date: The later of January 1, 2018, or the first day of the month immediately following the date of mutual Lease execution.

1.8 Rent Commencement Date: The Lease Commencement Date.

1.19 Expiration Date: One (1) year from Lease Commencement Date, renewable as set forth in 3.2, below.

1.10 Rent:

Leased Premises	\$ / Sq. Ft.	Monthly Rent	Yearly Rent
Truck and Employee Parking Yard	\$0.13	\$5,825.00 / mo	\$69,900.00 / yr

1.11 Rent Adjustment: Not less than ninety (90) days prior to the Expiration Date, Landlord shall notify Tenant of any adjustment to the Rent as set forth in 3.3, below.

1.12 Security Deposit: N/A

**2. Premises; Tenant Improvements.**

2.1 Premises. Landlord hereby leases the Premises to Tenant for the Term set forth above.

Tenant accepts the Premises in their "AS IS" condition without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements or to provide any allowances unless otherwise expressly provided in this Lease.

**3. Term.**

3.1 Commencement Date. This Lease shall commence on the date ("Lease Commencement Date" or "Commencement Date").

3.2 Renewal. This Lease shall automatically renew for a period of one (1) year at the expiration of each Rental Term ("Expiration Date"). The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in the Lease.

3.3 Rent Adjustment. Prior to Renewal of this Lease, then Landlord shall have the option to adjust the Rent to the fair rental value of the Premises as determined by Landlord based upon, to the extent practicable, the current market rates for comparable Premises by giving written notice to the Tenant of the new Rent not less than ninety (90) days prior to the Expiration Date.

3.4 Termination. Tenant and Landlord shall have the right to terminate this Lease, if at all, by giving written notice to the other party not less than ninety (90) days prior to the Expiration Date.

**4. Permitted Use.** The Leased Premises may be used and occupied by Tenant for any lawful purpose which complies with applicable zoning ordinances. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

**5. Rent.** Tenant covenants and agrees to pay Landlord, without deduction or offset except as otherwise set forth in this Lease, monthly rent in the amounts set forth in Section 1.10, payable in advance, without prior notice or demand, on or before the first day of each month of the Term. Tenant acknowledges that the late payment by Tenant of any Rent will cause Landlord to incur administrative, collection, processing and accounting costs and expenses not contemplated under this Lease, the exact amount of which are extremely difficult or impracticable to fix. Therefore, if any Rent is not received by Landlord from Tenant by the tenth (10<sup>th</sup>) calendar day after such Rent is due,

Tenant shall immediately pay to Landlord a late charge equal to five percent (5%) of the amount of such Rent or Seventy-five and No/100th Dollars (\$75.00), whichever is greater. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its loss caused by Tenant's nonpayment. Should Tenant pay said late charge but fail to pay contemporaneously therewith all unpaid amounts of Rent, Landlord's acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to Tenant's nonpayment nor prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease or under law.

**6. Security Deposit.** None.

**7. Utilities and Services.** Landlord shall at all times furnish the Premises with: (i) water at those points of supply provided for general use of tenants of the Premises; (ii) heated and refrigerated air conditioning as appropriate, to maintain a temperature range in the Premises which is customary for similar office space in the Bellevue, Washington area (but in compliance with any applicable governmental regulations with respect thereto); (iii) weekly recycling and trash removal, other than national holidays, and exterior window washing at least once per year; (iv) electrical current reasonably suitable for the use of the Premises for ordinary general office purposes; (v) sewer service, (vi) Exterior grounds maintenance. Tenant shall furnish its own telephone, internet and cable service to the Premises. Tenant shall provide janitorial service to the Premises. No interruption or failure of any utilities or services from any cause whatsoever shall be deemed an eviction of Tenant, provided that Landlord shall use commercially reasonable efforts to repair, replace or restore the same as quickly as possible. To the extent any interruption of services exceeding five (5) days occurs due to Landlord's negligence, intentional misconduct or breach of this Lease, then Rent shall be abated after such 5-day period for the period of interruption in the proportion of the square footage rendered unusable in addition to, and such remedy shall be Tenant's sole remedy therefor. Any utilities that are separately metered to the Premises shall be paid directly to the providing utility by Tenant. Electricity and natural gas service, if applicable, to the Premises are separately metered and shall be paid by Tenant directly to providing utility.

**8. Operating Costs.** Tenant shall pay property taxes, property insurance and common area maintenance charges as part of this Lease. Tenant shall pay prior to delinquency all personal property taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere.

**9. Maintenance and Repairs.** Subject to Landlord's obligations under this Lease, Tenant, at its cost, shall maintain in good condition and repair the Premises, including without limitation, all of the Tenant improvements, Tenant's alterations, Tenant's trade fixtures, Tenant's personal property, signs, walls, interior partitions, wall coverings, windows, non-building standard window coverings, glass within the Premises, doors, carpeting and resilient flooring, non-building standard ceiling tiles, plumbing fixtures and non-building standard lighting fixtures. Tenant shall be liable for any damage to the Premises resulting from the acts or omissions of Tenant or its authorized representatives. If Tenant fails to maintain the Premises in good condition and repair as required by this

section and if such failure is not cured within thirty (30) days after notice of such failure is given by Landlord to Tenant, then Landlord may, at its option, cause the Premises to be maintained in good condition and repair and Tenant shall promptly reimburse Landlord for all reasonable costs incurred by Landlord in performance of Tenant's obligation to maintain the Premises.

**10. Sublease and Assignment.** Tenant may assign this Lease in whole or in part, or sublet all or any portion of the Premises, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

**11. Alterations and Improvements.** Tenant shall be entitled to perform alterations and/or improvements to the Premises (including the installation of fixtures and signs inside the Premises) subject to Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed. Tenant may from time to time remove any fixtures, alterations or improvements installed by Tenant in or to the Premises; provided that Tenant agrees to repair any damage caused by such removal.

Notwithstanding the foregoing, Tenant may perform alterations and/or improvements to the Premises without obtaining Landlord's prior consent so long as such alterations and/or improvements: (i) do not exceed \$5,000 per project, (ii) are not visible from the exterior of the Premises, (iii) do not adversely affect any Premises system or the structural strength of the Premises, and (iv) do not require penetrations into the roof of the Premises.

**12. Damage and Destruction.** If during the Term the Premises are partially or totally destroyed by any casualty that is covered by any insurance carried by the Tenant, rendering the Premises partially or totally inaccessible or unusable, Landlord shall restore the Premises to substantially the same condition as they were in immediately before such destruction, if (i) the mortgagee permits the insurance proceeds to be used toward the restoration of the Premises; (ii) the insurance proceeds available to Landlord equal or exceed the cost of such restoration, (iii) in the opinion of a registered architect or engineer appointed by Landlord such restoration can be completed within two hundred seventy (270) days after the date on which Landlord obtains all permits necessary for such restoration, and (iv) such restoration is permitted under then existing laws to be done in such a manner as to return the Premises, as the case may be, to substantially the same condition as they were in immediately before such destruction. If Landlord is required or elects to restore the Premises as provided in this Section, Landlord shall not be required to restore alterations made by Tenant, Tenant's trade fixtures and Tenant's personal property, such excluded items being the sole responsibility of Tenant to restore. If Landlord does not give Tenant notice within sixty (60) days after the date of such destruction of its election to restore the Premises as the case may be, Landlord shall be deemed to have elected to terminate this Lease. If Landlord does not restore the Premises to its former condition within two hundred seventy (270) days of such damage or destruction, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord. In the event of such termination, Landlord and Tenant shall have no further obligations hereunder, except those obligations that expressly survive the expiration or earlier termination of the Lease. In the event the Premises are damaged by any of the aforesaid events, the Rent shall be abated in proportion to the percentage of untenable

space in the Premises as relates to the total square footage of the Premises until such time that Landlord restores the Premises to its pre-casualty condition.

**13. Condemnation.** If any portion of the Premises or real property upon which the same are situated (including, without limitation, any parking areas associated with the Premises) which is necessary, in Tenant's sole judgment, for Tenant's occupancy or intended use of the Premises is made untenable by eminent domain or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the underlying real property taken by the condemning authority. All Rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or the underlying real property necessary for Tenant's occupancy or intended use that does not render them, in Tenant's sole judgment, untenable, then this Lease shall continue in full force and effect and the Rent shall be proportionately reduced based on the percentage by which the floor area of the Premises is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. If the Tenant, in its sole judgment, determines that the condemnation has rendered the Premises unsuitable for the Permitted Use, Tenant shall be entitled to terminate this Lease upon thirty (30) days advance written notice to Landlord. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant terminates the Lease under this section, provided that in no event shall Tenant's claim reduce Landlord's award.

**14. Indemnity and Hold Harmless.** Tenant shall hold Landlord harmless from and against any and all any claims, suits, causes of action, judgments, damage, loss or liability for injuries to persons or property (excluding consequential damages such as lost profits) (collectively, "Claims") arising out of any damage to any persons or property (i) occurring in, on or about the Premises and resulting from any cause whatsoever, except to the extent resulting from the acts or omissions of Landlord or its authorized representatives, (ii) occurring in, on or about the Premises or the Property and resulting from the negligent acts or omissions of Tenant, or its authorized representatives, or (iii) arising out of or resulting from any breach or default under this Lease by Tenant. Landlord shall hold Tenant harmless from and against any and all Claims arising out of any damage to any persons or property occurring in, on or about the Premises or the Property resulting from the negligent acts or omissions of Landlord or its authorized representatives. Where such Claims result from the concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's negligence. Each of the parties agrees that its obligations under this Section 14 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives, with respect to each of the other party's only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that any of the parties incurs any judgment,

award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible party to the extent of that party's negligence.

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its authorized representatives, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury resulting from conditions arising upon the Premises unless such injury or damage is caused by the gross negligence or willful misconduct of Landlord or its authorized representatives

**15. Insurance.** Tenant shall maintain throughout the Term commercially reasonable policies of property insurance covering loss of or damage to the Premises in the full amount of its replacement cost with endorsement to cover code changes.

**16. Liens.** Landlord and Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or Landlord and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages and costs (including reasonable attorney fees and costs) incurred in connection with any such lien. Landlord or Tenant may contest the validity or amount of any such lien or encumbrance in good faith provided that, within forty-five (45) days after the filing of such lien or encumbrance, Landlord or Tenant discharges the same by providing and recording a bond which complies with the requirements of RCW 60.04.161 eliminating said lien and/or encumbrance.

**17. Quiet Possession.** Landlord covenants that as of the Commencement Date, Landlord will have good right to lease the Premises for the purpose and uses stated herein and, provided and so long as Tenant has not breached any of the provisions hereof, Tenant shall have and quietly enjoy the Premises for the Lease Term.

**18. Non-Discrimination.** Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Landlord shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964.

**19. Default.**

21.1 The following occurrences shall each constitute a default by Tenant (an "Event of Default" or "Default"):

A. Failure To Pay. Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) business days' notice from Landlord of the failure to pay.

B. Other Non-Monetary Defaults. The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after written notice by Landlord to Tenant of the breach (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly and thereafter diligently prosecutes such cure to completion).

21.2 Landlord Default; Remedies. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. Tenant shall have all remedies available at law or in equity. Nothing herein contained shall relieve Landlord from its duty to perform any of its obligations to the standard prescribed in this Lease.

**22. Remedies.** Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

22.1 Termination of Lease. Landlord may terminate Tenant's interest under the Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, plus any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including without limitation, any costs or expenses incurred by Landlord in (A) retaking possession of the Premises, including reasonable attorney fees therefor, (B) maintaining or preserving the Premises after such default, (C) preparing the Premises for reletting to a new tenant, including repairs or necessary alterations to the Premises for such reletting, (D) leasing commissions incident to reletting to a new tenant, and (E) any other costs necessary or appropriate to relet the Premises; plus (v) 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 state law, but less (i) the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's reasonable, actual reletting expenses or (ii) such amounts as Tenant proves may reasonably be avoided.

22.2 Re-Entry and Reletting. Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its

discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any re-letting shall be applied: first, to pay Landlord its reasonable, actual re-letting expenses; second, to pay any indebtedness of Tenant to Landlord other than Rent; third, to the Rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or re-letting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after re-letting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

**23. Costs and Attorney's Fees.** If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

**24. General.**

24.1 Heirs and Assigns. This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

24.2 Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

24.3 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

25.5 Force Majeure. Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond



such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

25.6 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

25.7 Addenda/Exhibits. The following Exhibits are made a part of this Lease. The terms of any Addendum to Lease and the Exhibits shall control over any inconsistent provision in the sections of this Lease:

Exhibit A: Legal Description

25.8 Counterparts. This Lease may be executed in counterparts, each of which shall constitute an original and all of which constitute but one original.

**24. Signage.** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

**25. Subordination and Nondisturbance.** This Lease shall be subordinate to all existing and future mortgages and/or deeds of trust on the Premises, and Tenant agrees to subordinate this Lease to any future mortgage or deed of trust and to attorn to Landlord's successor following any foreclosure, sale or transfer in lieu thereof, provided that the mortgagee, transferee, purchaser, lessor or beneficiary ("Landlord's Successor") agrees in a written commercially reasonable instrument that Tenant's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction so long as Tenant is not in default hereunder. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.

**26. Surrender of Premises.** At the end of the term of this Lease or any extension thereof or other sooner termination, Tenant will peaceably deliver to Landlord possession of the Premises, in the same condition as received, except for ordinary wear and tear, and Tenant will deliver all keys to the Premises to Landlord. Tenant shall also remove all equipment, trade fixtures, and personal property from the Premises. At Tenant's election, Tenant may, but shall not be required to, remove any alterations installed by Tenant at no cost to Landlord, provided that Tenant shall repair any damaged to the Premises caused by such removal.

**27. Time of the Essence.** Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

**28. Binding Effect.** Subject to the provisions of Section 10 captioned "Assignment and Subletting", this Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. No permitted assignment of this Lease

or Tenant's rights hereunder shall be effective against Landlord unless and until an executed counterpart of the instrument of assignment shall have been delivered to Landlord and Landlord shall have been furnished with the name and address of the assignee. The term "Tenant" shall be deemed to include the assignee under any such permitted assignment.

**29. Notices.** All notices or requests required or permitted under this Lease shall be in writing; shall be personally delivered, delivered by a reputable express delivery service such as Federal Express or UPS, or sent by certified mail, return receipt requested, postage prepaid, and shall be deemed given upon receipt or refusal. Either party may change the address to which notices shall be sent by notice to the other party.

**30. Waiver.** No waiver of any right under this Lease shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Lease.

**31. Entire Agreement.** This Lease sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them. This Lease may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each party hereto.

**32. Governing Law.** This Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington.

**33. Severability.** Should any of the provisions of this Lease be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this Lease shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.


**34. Interest on Unpaid Rent.** In addition to the late fee provided in Section 5, Rent not paid when due shall bear interest from the date due until paid at the rate of twelve percent (12%) per year, or the maximum legal rate of interest, whichever is less.

**35. Landlord's Right to Enter the Premises.** Landlord and its authorized representatives shall have the right to enter the Premises at reasonable times and upon reasonable prior notice (except in an emergency when no such notice shall be required) for any of the following purposes: (i) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease, (ii) to do any maintenance; to make any restoration to the Premises that Landlord has the right or the obligation to perform, and to make any improvements to the Premises that Landlord deems necessary, (iii) to serve, post or keep posted any notices required or allowed under the provisions of this Lease, (iv) to post any ordinary "For Sale" signs at any time during the Term and to post any ordinary "For Lease" signs during the last one hundred twenty (120) days of the Term, and (v) to show the Premises to prospective brokers, agents, purchasers, tenants or lenders, at any time during the Term.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year set forth below.

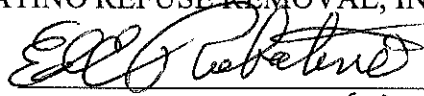
**LANDLORD:**

ETJ LLC

By:   
Name: EDC Rubatino  
Title: Managing member  
Date: 1-20-2018

**TENANT:**

RUBATINO REFUSE REMOVAL, INC.

By:   
Name: EDC Rubatino  
Title: Pres  
Date: 1-2-2018

**EXHIBIT A**  
**Legal Description of the Premises**

Parcel Number - 00562564302100

**Section 21 Township 29 Range 05 Quarter SW RUCKERS 2ND PLAT BLK 643 D-00 FRAC LOT 21 & ALL OF LOTS 22 TO 26 INCL & FRAC LOT 27 TGW S 12.5 FT OF LOT 28 & MITCHELL LAND & IMP CO S 1ST ADD BLK 643S 150FT LOT 21 LESS ST HWY VOL 897 PG 429 & N 37.5FT OF S 187.5FT OF LOT 21**

Parcel Number - 00562564302800

**Section 21 Township 29 Range 05 Quarter SW RUCKERS 2ND PLAT BLK 643 D-00 LOT 28 LESS S 12.5FT THOF & ALL OF LOTS 29 & 30 & MITCHELL LAND & IMP CO S 1ST ADD BLK 643 N 31FT OF LOT 21 & N 37.5FT OF S 225FT OF LOT 21**

Parcel Number - 00516864301400

**MITCHELL LAND & IMP CO S 1ST ADD BLK 643 D-00 - LOTS 14-15-16 & PTN LOTS 17-18-19 LYELY ST HWY**

Parcel Number - 00516864301100

**MITCHELL LAND & IMP CO S 1ST ADD BLK 643 D-00 - LGE LOT 11 & LOTS 12 & 13**