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# REAL ESTATE
# SUBLEASE

12/9/2022

This Sublease Agreement (this "Sublease") is dated December ___, 2022 by and between Team3, LLC ("Sublessor"), and Denali Fire Brown, LLC ("Sublessee"). The parties agree as follows:

PREMISES. Sublessor in consideration of the lease payments provided in this Sublease, leases to Denali Fire Brown, LLC (the "Premises") located at 6209 Mike Street, Suite 2B, Anchorage, Alaska 99518.

TERM. The sublease term will begin on December 1, 2022 and will terminate on November 30th, 2025 with an automatic renewal terms of three (3) years unless noticed by sublessee 30 days in advance that it does not wish to renew.

LEASE PAYMENTS. Sublessee shall pay to Sublessor monthly installments of $330.00 (three hundred and thirty dollars) payable on the first day of each month. The renewal term rental rate shall be 5% more than the initial rental term rate.

POSSESSION. Sublessee shall be entitled to possession on the first day of the term of this Sublease and shall yield possession to Sublessor on the last day of the term of this Sublease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Sublessee may use the Premises only for the commercial manufacturing of marijuana products and all legal endeavors. The Premises may be used for any other purpose only with the prior written consent of Sublessor, which shall not be unreasonably withheld. Sublessee shall notify Sublessor of any anticipated extended absence from the Premises not later than the first day of the extended absence.

LATE PAYMENTS. For any payment that is not paid within 15 days after its due date, Sublessee shall pay a late fee of $250.00.

TAXES: Taxes attributable to the Premises or the use of the Premises Shall be allocated as follows:

REAL ESTATE TAXES. Sublessor shall pay all real estate taxes and assessments for the premises.

PERSONAL TAXES. Sublessor shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Sublessee's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

HOLDOVER. If Sublessee maintains possession of the Premises for any period after the termination of this Sublease ("Holdover Period"), Sublessee shall pay to Sublessor lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Sublease.

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CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Sublessee shall be charged $100.00 for each check that is returned to Sublessor for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Sublessee shall have the obligation to conduct any construction or remodeling (at Sublessee's expense) that may be required to use the Premises as specified above. Sublessee may also construct such fixtures on the Premises (at Sublessee's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Sublessor which shall not be unreasonably withheld. Sublessee shall not install awnings or advertisements on any part of the Premises without Sublessors prior written consent. At the end of the lease term, Sublessee shall be entitled to remove (or at the request of Sublessor shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Sublease.

ACCESS BY SUBLESSOR TO PREMISES. Subject to Sublessee's consent (which shall not be unreasonably withheld), Sublessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, lessees or workers. However, Sublessor does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Sublessor may enter the Premises without Sublessee's consent. During the last three months of this Sublease, or any extension of this Sublease, Sublessor shall be allowed to display the usual "To Let" signs and show the Premises to prospective lessees. During any entry by Landlord or its agents on the premises, Landlord’s agents or employees shall be over the age of 21 and shall comply with Sublessee’s visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Lessee agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Sublessee agrees to indemnify, hold harmless, and defend Sublessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Sublessor may suffer or incur in connection with Sublessee's possession, use or misuse of the Premises, except Sublessors act or negligence.

COMPLIANCE WITH REGULATIONS. Sublessee shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Sublessee shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Sublessee nor anyone claiming through the Sublessee shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Sublease constitutes notice that such liens are invalid. Further, Sublessee agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Sublessee.

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ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

DEFAULT. In the event of a default, Sublessor shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Lessee cannot be reached, abandons the property, or similar event.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

SUBLESSOR:

Team3, LLC
6209 Mike Street
Anchorage, Alaska 99518

SUBLESSEE:

Denali Fire Brown, LLC
6209 Mike Street, Suite 2B
Anchorage, Alaska 99518

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Sublease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Sublease. This Sublease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Sublease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Sublease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

LEGAL REPERSENTATION. JDW Counsel has prepared this lease agreement as a matter of convenience but has not advised either party as to the legal obligations and consequences due to the conflicts of interests and prior representation of certain members/shareholders. Therefore, it advised that the parties obtain and receive independent legal advice prior to executing this agreement. JDW Counsel represents both parties and therefore conflicted out of providing legal advise to either party and has prepared this based on the direction of the parties, with the understanding that both parties will secure independent legal counsel prior to signing this

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agreement.

WAIVER. The failure of either party to enforce any provisions of this Sublease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Sublease.

BINDING EFFECT. The provisions of this Sublease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

SUBLESSOR:

DocuSigned by:

409A50D93F1641C...

Team3, LLC

BY:

DocuSigned by:

409A50D93F1641C...

Managing Member, James Stevens

SUBLESSEE:

Denali Fire Brown, LLC

BY:

DocuSigned by:

409A50D93F1641C...

James Stevens – Member of Denali Fire, LLC

BY:

DocuSigned by:

Chris Owens

66E7D26FAC3D467...

Chris Owens – Member of Denali Fire, LLC

# AMENDED AND RESTATED LEASE AGREEMENT
# 6209 MIKE STREET, ANCHORAGE ALASKA

THIS AMENDED AND RESTATED LEASE ("Lease") dated November 2, 2020 and effective upon mutual execution, is between Abercrombies, LLC, an Alaska Limited Liability Company ("Landlord") and Team3, LLC an Alaska Limited Liability Company ("Tenant").

## RECITALS

A. Landlord owns a commercial building ("Building") located at 6209 Mike Street, Anchorage, Alaska ("Property").

B. Landlord and Revel Management LLC, predecessor-in-interest to Tenant, entered into a three (3) year lease dated August 17, 2017 ("Original Lease"), for a portion of the Building.

C. Pursuant to an Assignment and Assumption of Lease, dated November 2, 2020, Revel Management LLC assigned its interest, right and title under the Original Lease to Tenant.

D. Landlord and Tenant amend and restate and supersede the Original Lease by executing this Lease.

Incorporating the above recitals, Landlord and Tenant agree as follows:

## ARTICLE I
## SPACE LEASED

### Section 1.01 DESCRIPTION OF SPACE LEASED.

(a) Landlord leases to Tenant and Tenant leases from Landlord Bay 2 and Bay 3 of the Building ("Space Leased"). The Space Leased is depicted on the attached floor plan marked Exhibit "A". Subject to the terms and conditions of this Lease, Tenant has the exclusive right to use and occupy the Space Leased.

(b) All common areas and facilities on the Property which Tenant may be permitted to use and occupy, including the parking lot adjacent to the Space Leased, are to be used and occupied subject to the terms of this Lease.

### Section 1.02 CONDITION OF SPACE LEASED.

Tenant currently occupies the Space Leased and accepts the same in its "AS-IS, WHERE-IS" condition, and has had a full opportunity to inspect and examine the Space Leased. Tenant leases the Space Leased without any representations on the part of Landlord.

### Section 1.03 QUIET ENJOYMENT.

Tenant, upon paying rents and performing all of the terms and covenants on its part to be



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performed, has the right of quiet enjoyment over the Space Leased subject to the terms of this Lease, and to any Deed of Trust or mortgage to which this Lease is subordinated or subsequent in time.

**Section 1.04 LANDLORD'S RIGHT OF ENTRY.**

Tenant, at any time during the term of this Lease with reasonable advance notice (except no notice is required in the event of an emergency), shall permit inspection of the Space Leased during reasonable hours by the Landlord, or Landlord's agents or representatives, and by or on behalf of prospective purchasers, and during the six (6) months next preceding the expiration of this Lease, shall permit inspection thereof by or on behalf of prospective tenants. Under no circumstances shall Landlord, its agents, or any prospective tenants enter the building, with the exception of emergencies, without complying with the Alaska Marijuana Control Office ("AMCO") visitor policy. Said visitor policy requires that Landlord, its agents, and any prospective tenants schedule a time and date for entry into the Space Leased with Tenant or Tenants Sub-Lessee, produce valid state or Federal identification confirming that Landlord, its agents, and any potential tenants are over the age of 21 (collective "Visitors"), all visitors must remain in direct eye sight of Tenant or Tenant's Sub-Lessees' agents, and at no point shall there be more than five (5) visitors per one (1) agent of Tenant or Tenant's Sub-lessee (or Sub-Lessee's agent).

## ARTICLE II

## LEASE TERM

**Section 2.01 LENGTH OF TERM; RIGHTS OF FIRST OFFER.**

The term of this Lease shall be two years and 10 months ("Term"), beginning on November 1, 2020 and expiring on to August 31, 2023, ("Expiration Date") unless sooner terminated or extended as herein provided. Tenant may elect to terminate this Lease prior to the Expiration Date upon written notice to Landlord, which must be provided no less than six (6) months prior to the date of early termination. If said Space Leased be not surrendered at the end of the term, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in so surrendering the Space Leased, including, all reasonable and necessary expenses or damages incurred by Landlord.

Additionally, for a period of one year following the termination of the Lease, Tenant shall have Right of First Offer ("ROFO") to lease or purchase Premises. Tenant shall be granted a right of first offer to negotiate for the lease or purchase of the Building. Landlord agrees to provide Tenant with written notice of the availability of the Building for sale or lease and offer the Building in its entirety to Tenant on such terms and conditions as Landlord would offer to third parties, as determined by Landlord in its sole and absolute discretion, prior to marketing said space to third parties. Tenant shall have thirty (30) days from the date of Landlord's Notice to respond in writing to the same. If Landlord has not received a written response by the end of said thirty (30) day period or if Tenant declines to accept Landlord's offer or makes a counteroffer which Landlord shall reject, in writing, as unacceptable in Landlord's sole and absolute discretion, Landlord shall thereafter be free to market the Building and lease or sell the Building for not less than the counter-



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offer submitted by Tenant. If Landlord and Tenant agree on terms for the lease or sale of the Building, but are subsequently unable, in good faith, to consummate an agreement with respect thereto acceptable to both Landlord and Tenant, Landlord shall thereafter be free to market the Building and sell the Building on such terms and conditions as Landlord shall determine, in its sole and absolute discretion, without any further obligation to offer said Building again to Tenant.

**Section 2.02 HOLDOVER.**

If the Tenant remains in possession after the expiration of the Term, such tenancy shall be from month-to-month and subject to all the terms, covenants and conditions of this Lease except that the Monthly Base Rent for each holdover month will be one hundred fifty percent (150%) of the Monthly Base Rent during the last month of the expired Term.

**Section 2.03 SURRENDER OF POSSESSION.**

(a) On the last day of the term demised, or on the sooner termination thereof, Tenant shall peaceably and quietly leave, surrender and yield up unto Landlord, the Space Leased, broom clean, in good order and repair, ordinary wear and tear excepted. If the last day of the term of this Lease falls on Sunday, this Lease shall expire on the business day immediately preceding it. Tenant, on or before said date, shall remove all personal property, equipment and trade fixtures from the Space Leased, and all personal property not so removed shall be deemed abandoned by Tenant and shall be disposable by Landlord or its agent at Tenant's sole expense, without liability to Landlord. Tenant indemnifies, defends, and holds harmless Landlord and the agent against any claims arising from the disposal of remaining property.

(b) Landlord may provide reasonable written notice to Tenant, which in any event shall not be less than sixty (60) days, prior to termination of the Lease, that Tenant must remove specific improvements, additions, alterations, or fixtures (permanent or otherwise) at Tenant's sole cost.

## ARTICLE III
## RENT

**Section 3.01 COVENANT TO PAY RENT.**

Tenant shall pay directly to Landlord, in advance, on the first day of each calendar month during the Lease Term its monthly base rent ("Monthly Base Rent") as follows:

| Lease Period | Monthly Rent |
|---|---|
| October 1, 2020-December 31, 2020 | $6,000 |
| January 1, 2021 – August 31, 2021 | $6,800 |
| September 1, 2021-August 31, 2022 | $6,980 |
| September 1, 2022- August 31, 2023 | $7,165 |



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**Section 3.02 ADDITIONAL RENT, OFFSETS, DEDUCTIONS.**

(a) Any sums Tenant owes to Landlord pursuant to the Lease that are not Monthly Base Rent shall be additional rent ("Additional Rent"). Monthly Base Rent and Additional Rent are "Rent". Tenant shall pay Landlord, as Additional Rent, for two-thirds of the total yearly property tax bill for the Building beginning on September 1, 2020, and continuing on a yearly basis until the termination of this Lease. Landlord shall allow for Tenant, on Landlord's behalf, the ability to appeal the tax access value of the property, and shall provide a copy of the taxed assessor's property value notice to Tenant within ten (10) business days so that Tenant may consider whether to appeal the property value. Tenant's two-thirds portion of the annual tax bill shall be due in monthly increments and shall be included with Tenant's monthly rental payments. Any increases in property tax on the Building shall be calculated as retroactive to January of the current year and will be due with the following month's rent.

(b) Tenant shall also pay Landlord, as Additional Rent, for the total cost of yearly building insurance for the Building, minus a credit of $250, calculated beginning on September 1, 2020, and continuing on a yearly basis until the termination of this Lease. Tenant's reimbursement to Landlord of the building insurance shall be due within thirty (30) days of invoicing.

(c) Except as specified in Section (a), Additional Rent shall be due and payable with at least thirty (30) days written notice and if not timely paid shall accrue interest after the due date at the rate set forth in Section 3.03. Landlord shall have the same remedies for failure to pay Additional Rent as for nonpayment of Monthly Base Rent. Landlord, at its election, shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in the event Landlord shall, at its election, pay such sums or do such acts requiring the expenditure of monies, Tenant agrees to pay Landlord, upon demand, all such sums, and the sum so paid by Landlord, together with interest, shall be deemed Additional Rent and payable as such.

(d) Tenant shall pay Rent when due without right of deduction or offset, unless otherwise agreed to in writing by the parties.

**Section 3.03 LATE CHARGES, INTEREST ON UNPAID RENT.**

(a) Landlord may declare due and payable a late charge, in the amount of $250 for any periodic rent(s) not received by the 5th of each month. Delivery of rent shall be effectuated by Tenant by mail, postmarked by the first of the month, to Trina Johnson P.O. Box 92475 Anchorage Alaska 99509

(b) In addition to late charges assessed under Section 3.03(a), delinquent rent, or any portion thereof, shall bear interest at 10.5% annual interest until paid in full.

**Section 3.04 SECURITY DEPOSIT**

(a) A Security Deposit of $6,000.00 is required as security for full performance of all terms and conditions of the Lease. Pursuant to Tenant and predecessor in interest Revel Management



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LLC's Assignment and Assumption of Lease Agreement, Revel's Security Deposit shall be transferred to Tenant.

(b) If Tenant complies fully with terms of this Lease, Landlord shall return the Security Deposit to Tenant upon the termination of the Lease. No interest shall accrue on the Security Deposit. If Tenant defaults or becomes delinquent on any terms of this Lease, Landlord may apply all or part of the Security Deposit to satisfy the default, and within ten (10) days after written notice Tenant shall be required to replenish any portion of the Security Deposit used. No part of the Security Deposit can be applied to last month's rent.

## ARTICLE IV
## USE OF SPACE LEASED

**Section 4.01 USE OF SPACE LEASED.**

Tenant shall use the Space Leased solely for the purpose of commercial marijuana cultivation, manufacturing of marijuana products, and wholesale and retail sale of marijuana, marijuana products, and related paraphernalia. Tenant shall not use, permit or suffer the use of the Space Leased for any other business purpose, including but not limited to the consumption of marijuana.

**Section 4.02 COMPLIANCE WITH LAWS.**

At all times during the Term, Tenant shall be in full compliance with all applicable state laws, ordinances, permits, licenses, and regulations in any manner affecting the Space Leased or Tenant's permitted use.

**Section 4.03 RULES AND REGULATIONS OF BUILDING.**

Tenant agrees to comply, and is responsible for ensuring its members, employees, agents, contractors, licensees and invitees comply with any rules and regulations promulgated by Landlord and delivered to Tenant, as may be amended from time to time. Tenant has thirty (30) days from date of receiving Landlord's rules or changes to come into compliance with Landlord's rules or amendment to rules. Notwithstanding the foregoing, such rules and regulations shall not have any effect on Tenant's rights and obligations under the Lease, unless the parties amend this Lease in writing to reflect the same.

**Section 4.04. PARKING.**

(a) Tenant has a common right with the Property's other tenant(s) to utilize the shared parking, as shown on Exhibit B. All parking must comply with the Municipality of Anchorage approved parking site plan attached as Exhibit B. Tenant agrees to comply, and is responsible for using good faith efforts to ensure its members, employees, agents, contractors, licensees and invitees do not block ingress and egress to Bay 1. To the extent permitted by law, the Tenant shall not permit its employees, guests, agents, or customers to park in any of the spaces designated as



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"Reserved for Abercrombies." Tenant is responsible for plowing and snow removal in the parking area, which shall be performed promptly, in a commercially reasonable fashion and in accordance with municipal requirements.

If requested by Landlord, Tenant shall promptly furnish Landlord with the license numbers of any vehicles of Tenant, its members and employees.

## ARTICLE V

## MAINTENANCE, REPAIR, ALTERATIONS, AND CONSTRUCTION

### Section 5.01 COVENANT TO MAINTAIN AND REPAIR.

(a) Tenant shall, during the term of this Lease, at its sole expense, be responsible for maintenance, repair, and replacement of the interior of the Spaced Leased and ensuring compliance with all applicable state and municipal laws. All maintenance and repair obligations shall be performed by licensed, bonded and insured individuals or companies, using new materials of an equal or better quality, which work shall be performed in a good and workmanlike manner. Without limiting the foregoing, this includes but is not limited to all building systems, electrical, heating, ventilation, water, and fire suppression systems, and interior walls, interior ceilings installed due to Tenant's build-out, flooring installed by Tenant, and windows, and doors installed and used by Tenant. .

(b) Tenant is responsible at its sole cost, for all utilities and services required to operate and maintain the Space Leased, including but not limited to water and sewer, electric, gas, trash removal, telecommunications, security, and fire prevention. Tenant agrees it is solely responsible for the cost of all water and sewer supplied to the Building, as well as all parking lot maintenance, including but not limited to snow and ice removal, graveling, and any striping or patching. Tenant shall transfer all utilities applicable to the Space Leased into Tenant's name and timely pay all sums when due. If Tenant elects to consolidate utility accounts or utility meters for the Spaced Leased, Tenant is responsible, at its sole cost, for reverting and separating the utility accounts and utility meters to their original state at the conclusion of the Lease Term.

(c) Landlord, during the term of this Lease and any renewal or extension thereof, shall keep the roof, structural supports, sewer and main water lines, and exterior walls of the Space Leased in good order and repair. If any issues occur in any part of the Building that is not included in the Space Leased and not directly caused by Tenant's use, but affects Tenant's use, Landlord shall use best efforts to expedite repair to ensure Tenant's business operations are able to continue with delay.

### Section 5.02 CONSTRUCTION, ALTERATIONS, ADDITIONS.

(a) Tenant shall obtain Landlord's prior written consent, which shall not be unreasonably withheld, for all alterations, modifications, or construction work to the outside of the Building, or



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that requires a building permit from the Municipality of Anchorage or costs more than $5,000.00. Landlord reserves the right, before approving any such work, to require Tenant to furnish to Landlord plans, specifications, permits, or a performance and payment bond issued by a surety company approved by Landlord.

(b) Any construction, improvements, or the installation of equipment, other than those items already installed by Landlord, shall be performed by Tenant at its own cost and expense.

(c) Intentionally Omitted

(d) Tenant may, at the end of the Lease term, remove all improvements, equipment, trade fixtures, machinery, etc., provided that no damage is caused to the Space Leased by the removal. In the event damage would occur by the removal, Landlord shall, in Landlord's discretion, direct Tenant to either leave the improvement/fixture, and in that case said improvement/fixture would become property of Tenant's, or approve the removal and Tenant would responsible for the expense and repair of the damage.

(e) Tenant shall not place any signs or advertisements on the roof, windows or exterior or materially alter the size and design quality of the commercial business signs on the Building, or on the exterior entrance to the Space Leased without Landlord's prior written approval. Landlord's approval shall not be unreasonable withheld and Tenant shall be allowed to post any required signage or warnings required by AMCO or the municipality of Anchorage.

(f) Tenant shall comply with all reasonable regulations of Landlord designed to promote the safety or good order of the building, as to the placing of equipment, or other heavy items, or otherwise. Landlord shall provide at least thirty (30) days advance notice before any said regulations go into effect.

**Section 5.03 PROHIBITION OF LIENS.**

Tenant shall not cause the Space Leased or Property to be encumbered by liens of any nature, and in the event of a lien shall cause the same to be removed within ten (10) days after the date of filing. In the event Tenant wishes to contest the lien or amount due, Tenant shall pay to Landlord one and a half times the value of the lien, which shall be held as a bond pending resolution. Tenant shall diligently pursue resolution of the lien dispute.

**Section 5.04 NOTICE OF NONRESPONSIBILITY.**

At least twenty (20) days before commencing any work that is or may be the subject of a lien for work done or materials furnished to the Space Leased, Tenant shall notify Landlord in writing, to allow Landlord, if it desires, to post and record notices of non-responsibility or take any other steps the Landlord deems appropriate to protect its interests. The provisions in this Section do not eliminate the requirement for written consent(s) of the Landlord, as contemplated in Section 5.02(a).

## ARTICLE VI



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## ASSIGNMENT AND SUBLETTING

### Section 6.01 ASSIGNMENT AND SUBLETTING.

(a) Except as provided in Subsection 6.01(b), Tenant shall not be permitted to assign, sublease, encumber, mortgage or otherwise transfer (collectively "Transfer") this Lease, in whole or in part, without the prior written consent of Landlord, which shall not be unreasonably denied. The consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. If this Lease is Transferred or if the Space Leased or any part is occupied by anybody other than Tenant, Landlord may collect rent from the assignee or occupant, without waiving its rights to contest the Transfer, and without releasing Tenant for its obligations under the Lease. Notwithstanding any Transfer, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease.

(b) Tenant may sublease the Space Leased to Denali Fire, LLC, subject to Personal Guaranties from all individual members of Denali Fire LLC, attached as Exhibit____, and execution of a written sublease on a commercially reasonable form. This consent by Landlord shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

(c) Any majority (meaning 51% of membership interest or greater) ownership transfer, change, or amendment in the corporate ownership of Tenant or Denali Fire, LLC constitutes a Transfer of the Lease and requires Landlord's prior written consent and approval.

## ARTICLE VII

## INDEMNITY, LANDLORD LIABILITY INSURANCE

### Section 7.01 INDEMNITY; LANDLORD LIABILITY.

(a) Tenant shall indemnify, defend and hold Landlord and Trina Johnson personally, harmless from any suit, action, claim damages, liability and expense (including attorney's fees) arising from or out of any occurrence in, upon, or at, or from the Property due to the direct actions of Tenant or its agents, or caused by any default of Tenant under the Lease, or occasioned wholly or in part by any act or omission of Tenant, its members, agents, contractors, employees, invitees, or licensees, except to the extent of Landlord's negligence, default of this Lease, or its omissions in whole or in part.

(b) Tenant shall store its property in and shall occupy the Space Leased at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage. It is Tenant's obligation to insure against loss. Landlord shall not be responsible or liable, at any time, for any loss or damages to Tenant's equipment, fixtures or other personal property of Tenant or to Tenant's business.

(c) Landlord shall not be responsible or liable to Tenant or to those claiming by, through or



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under Tenant for any loss or damages to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises;

(d) Landlord shall not be responsible or liable for any defect, latent or otherwise, in the Building, or any of the equipment, machinery, utilities, appliances or apparatus nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, steam or snow or ice, running or the overflow of water or sewage or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from any defect in the occupancy, construction, operation or use of the Space Leased, Building, or Property, or machinery, apparatus or equipment.

(e) Tenant shall not be responsible or liable for any defect, latent or otherwise, in the building, or any of the building systems nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Landlord or other person caused by or resulting from bursting, breakage or by or from leakage, steam or snow or ice, running or the overflow of water or sewage or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from any defect in the occupancy, construction of the Building, or property, or machinery, apparatus or equipment, by any person or by or from the acts of negligence of any occupant of the premises, unless Tenant itself is negligent.

(f) Tenant shall give prompt notice to Landlord in case of damage to the Space Leased or Property, in any fixtures or in any building systems that Tenant believes resulted from Landlord or its agents' actions or omissions.

(g) Notwithstanding anything to the contrary contained in the Lease, Tenant shall not be required to protect, defend, save harmless or indemnify Landlord from any liability for injury, loss, accident or damage to any person resulting from Landlord's negligent acts or omissions or willful misconduct or that of its agents, contractors, servants, employees or licensees, in connection with Landlord's activities on or about the Premises

**Section 7.02 INSURANCE.**

Tenant shall maintain, at its own cost and expense:

(a) FIRE AND EXTENDED COVERAGE in an amount adequate to cover the cost of replacement of all Tenant's decorations, improvements, installations, modifications, fixtures and contents in the event of fire, vandalism, malicious mischief, or other casualty generally included in extended coverage policies.

(b) PUBLIC LIABILITY INSURANCE on an occurrence basis with minimum limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, covering bodily injury or death, and property damage.

(c) INSURANCE COVERING TENANT IMPROVEMENTS AND PERSONAL



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PROPERTY. Tenant shall insure its tenant improvements, personal property and trade fixtures in the Premises insured with "all risks" insurance in an Amount that is commercially reasonable.

WORKERS COMPENSATION INSURANCE in accordance with the laws of Alaska. Employers' Liability shall be written with at least the following limits of liability: $1,000,000 Bodily Injury by Accident; $1,000,000 Bodily Injury by Disease.

**Section 7.03 INSURED WAIVER, NOTICE.**

The following apply to the insurance policies required under the Lease:

(a) All policies of insurance required to be carried by Tenant pursuant to this Lease shall bear an endorsement that the same shall not be cancelled except upon thirty (30) days prior written notice to the Landlord. Tenant shall provide Landlord, upon annual renewal and again at upon Landlord's request, certificates evidencing the effectiveness of the policies of insurance Tenant is required to carry under the Lease. The minimum limits of any insurance coverage required herein shall not limit Tenant's liability under Section 7.01.

(b) Tenant is responsible for payment of premiums and no policy shall have a deductible over $5,000. All policies held by Tenant are primary and noncontributory to any policy held by Landlord.

(c) In the event of payment of any loss covered by such policy, payment shall be made to Tenant and Landlord as their interests may appear; and

(d) Shall contain an express waiver of any right of subrogation by the insurance company against the Landlord and Landlord's insurers.

(e) Be issued by insurance companies licensed to do business in the state of Alaska and acceptable to Landlord.

(f) Name Landlord and Trina Johnson as additional insureds.

(g) Be maintained during the entire Term and any extension Terms.

## ARTICLE VIII
## CASUALTIES, DESTRUCTION

**Section 8.01 RESTORATION, ABATEMENT.**

If all or any part of the Space Leased or the Building is damaged or destroyed, Landlord, unless it otherwise elects as herein provided, shall repair the same with reasonable dispatch out of the insurance proceeds received by it from the insurer. Landlord' duty to repair is limited to the scope of insurance proceeds however, Landlord will use best efforts to expedite and prioritize repair. For any period in which the Space Leased is untenable, rent shall abate proportionate to the



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loss of use. Tenant is not entitled to abatement in the event Tenant's actions or inactions caused the damage or destruction, or for any period of untenability arising from adjustment of Tenant's own insurance claims.

**Section 8.02 TERMINATION OF LEASE UPON DAMAGE OR CASUALTY.**

(a) If the Landlord, in its sole discretion, decides within ninety (90) days after the occurrence of fire or other casualty to demolish, rebuild or otherwise replace or alter the Building, then upon written notice given by Landlord to Tenant, this Lease shall terminate on a date specified in such notice, but not sooner than thirty (30) days from the date of such notice. Landlord shall not terminate this Lease and/or demolish, rebuild, or replace the building if the Space Leased is unaffected by the damage or causality.

(b) In the event of damage to or destruction of or to the Space Leased, unless the Landlord commences repairs within ninety (90) days of the date of damage or destruction, Tenant may, by written notice, terminate this Lease on the date specified in such notice, provided such early termination date be not later than one hundred fifty (150) days after the event of damage or destruction.

## ARTICLE IX
## EMINENT DOMAIN

**Section 9.01 GENERAL.**

If the whole or a part of the Space Leased shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, or private purchase in lieu thereof by a public body vested with the power of eminent domain, then, when possession shall be taken thereunder of the Space Leased, or any part thereof, the following provisions, described in Sections 9.02 through 9.05 shall be operative.

**Section 9.02 TAKING OF ALL OF SPACE LEASED.**

If the entire Space Leased or the portions of the Property required for reasonable access to, or the reasonable use of, the Space Leased are taken by eminent domain, this Lease shall automatically end on the date Tenant is dispossessed by the condemning authority.

**Section 9.03 TAKING OF SUBSTANTIAL PART OF SPACE LEASED.**

(a) If the taking of a part of the Space Leased materially interferes with Tenant's ability to continue its business operations in substantially the same manner and space then Tenant may end this Lease on the date Tenant is dispossessed by the condemning authority.

If there is a partial taking and this Lease continues, then the Lease shall end as to the part taken and the Rent and Additional Rent shall abate in proportion to the part of the Space



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Leased taken and Tenant's pro rata share shall be equitably reduced. If the Lease is not terminated, Landlord shall repair and render the Space Leased a complete architectural unit, but only to the extent of the condemnation award received for the damage and building to normal and standard specifications.

**Section 9.04 AWARD.**

Landlord reserves all rights to damages paid because of any partial or entire taking of the Space Leased or the Building or any common areas Notwithstanding anything else in Article 9, Tenant may claim and recover from the condemning authority a separate award for Tenant's moving expenses, business dislocation damages, Tenant's personal property and fixtures, the unamortized costs of leasehold improvements paid for by Tenant, excluding any tenant improvement allowance provided by Landlord or tenant improvements constructed by Landlord, and any other award that would not substantially reduce the award payable to Landlord. Each party shall seek its own award at its own expense.

**Section 9.05 TEMPORARY TAKING.**

If part or all of the Space Leased are condemned for a limited period of time ("Temporary Condemnation"), this Lease shall remain in effect. The Rent and Additional Rent and Tenant's obligations for the part of the Space Leased taken shall abate during the Temporary Condemnation in proportion to the part of the Space Leased that Tenant is unable to use in its business operations as a result of the Temporary Condemnation. The Parties shall equitably share the award for any Temporary Condemnation.

## ARTICLE X
## DEFAULT AND REMEDIES

**Section 10.01 DEFAULT OF TENANT.**

Each of the following, if not timely cured, constitute a "Default":

(a) Tenant's failure to pay sums owed to Landlord under the Lease, including monthly base rent and additional rent, within five days after written notice from Landlord.

(b) Tenant's failure to perform any covenants or conditions on the part of Tenant to be performed, not covered in Section 10.01(a), for a period of ten (10) days after written notice by Landlord, provided that if the default cannot be cured in the ten (10) calendar day period, Tenant shall not be considered in default if it commences to cure within the 10-day period and diligently pursues the cure to completion.

(c) The filing of a petition, by or against Tenant, for adjudication as a bankrupt under the Bankruptcy laws, now or hereafter amended or supplemented, or for reorganization or the filing of any petition by or against Tenant under any future



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bankruptcy act for the same or similar relief.

(d) The dissolution, or the commencement of any action or proceeding for the dissolution or for liquidation of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of the Tenant.

(e) The taking possession of the property of Tenant by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of the Tenant.

(f) The making by Tenant of an assignment for the benefit of creditors.

(g) The vacation or abandonment of the Space Leased by Tenant. In the event of a vacation or abandonment of the Space Leased by Tenant, Landlord shall contact the Enforcement Division of AMCO to come into the Space Leased and remove any marijuana, marijuana plants, and/or marijuana products from the Space Leased for proper disposal by the Enforcement Division of AMCO.

**Section 10.02 REMEDIES OF LANDLORD.**

In the event of any default of Tenant, as above provided, the Landlord shall have the following rights or remedies, in addition to any rights or remedies that may be given to Landlord by statute, law or otherwise:

(a) Reenter the Space Leased and take possession, provided 10.01(g) requirements are adhered to.

(b) Re-let the Space Leased in whole or in part for a period equal to, or greater or less than the remainder of the original term of this Lease, for any sum which may be deemed reasonable.

(c) Terminate the Lease.

(d) Distrain for rent due.

(e) Recover from Tenant such damages attributable to its default from the date of such breach to the date of the expiration of the original term, subject to offset by any mitigated damages received by Landlord.

Reentry or reletting of part or all of the Space Leased is not a termination of the Lease unless declared to be so by Landlord.

## ARTICLE XI
## GENERAL PROVISIONS



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**Section 11.01 WAIVER OF BREACH.**

No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedies consequent upon a breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach.

**Section 11.02 SUBORDINATION CLAUSE.**

Tenant accepts this Lease subject and subordinate to any ground lease, leasehold mortgages, deeds of trust, or other mortgages, whether existing now or in the future. Landlord's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the lender which provides that as long as Tenant is not in default in the payment of Rent or the performance and observance of any covenant, condition, provision, term or agreement to be performed and observed by Tenant under this Lease, beyond any applicable grace or cure period this Lease provides Tenant, the holder of the Mortgage will not disturb Tenant's rights under this Lease. Within ten (10) days of request by Landlord, Tenant shall execute a commercially reasonable subordination and nondisturbance agreement. Failure to comply is a Default curable within ten (10) days after written notice of Default. Notwithstanding Landlord's other rights and remedies, if Tenant fails to timely cure, Landlord shall have the authority to execute the form of estoppel on behalf of Tenant.

**Section 11.03 ENTIRE AGREEMENT - CHANGES, WAIVERS.**

This agreement supersedes all or any other prior agreements and understandings between the parties, including the Original Lease. This Lease may not be changed or terminated orally; and no change termination or attempted waiver of any of the provisions shall be binding unless in writing and signed by the parties against whom the same is sought.

**Section 11.04 CONSTRUCTION OF LEASE; EXHIBITS.**

Words of any gender used in this Lease shall be held to include any other gender; and words of this singular number shall be held to include the plural, when the sense requires. All exhibits are incorporated and made part of this Lease.

**Section 11.05 NOTICES.**

Any notice or demand required under this Lease shall be in writing, and hand delivered, or mailed by certified mail, or electronic mail, addressed to the other party as follows:

Landlord: Abercrombies, LLC
Trina Johnson
PO Box 92475
Anchorage, Alaska 99509



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Add Email: trinaj@mac.com; trinaj@me.com

Tenant: Team3, LLC
6209 Mike Street
Anchorage, Alaska 99518
james@denalifire.com & jevans@financialalaska.com

Either party may update their address by providing notice to the other party in accordance with this provision. Notices shall be deemed delivered as of the earlier of actual receipt or three (3) days after mailing. The date of refusal of delivery shall be deemed the date of delivery.

**Section 12.06 ESTOPPEL CERTIFICATES.**

Tenant shall from time to time, within ten (10) days after receiving a written request by Landlord, deliver to Landlord an executed estoppel certificate in a commercially reasonable form acceptable to Landlord and its lender. Tenant's failure to comply shall be a Default curable within fifteen (15) days after written notice of Default. Notwithstanding Landlord's other rights and remedies, if Tenant fails to timely cure, Landlord shall have the authority to execute the form of estoppel on behalf of Tenant, and in that event, Tenant shall not be in default.

**Section 12.07 EXCUSE FOR NONPERFORMANCE.**

Either party shall be excused from performing any repair and construction work required under the terms of this Lease, for such times the performance of any such obligation is prevented or delayed by an act of God, floods, explosion, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action by labor unions, or laws or order of governmental agencies, or any other cause whether similar or dissimilar to the foregoing which is not within the reasonable control of such party. This provision shall not waive any obligation to pay rent or additional rent.

**Section 12.08 TIME OF ESSENCE.**

Time is of the essence with regard to each and every provision of this Lease.

**Section 12.09 BINDING EFFECT.**

Without waiving the provisions of Section 6.01, this Lease, shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successor and assigns.

**Section 12.10 EFFECTIVE DATE.**

The Lease is effective only upon mutual execution.

**Section 12.11 SUITE SIGNAGE.**



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Tenant shall not install, display or thereafter maintain any sign or other display which is visible from outside the Leased Space unless said sign or display has been expressly approved by Landlord in advance to its installation. Signage, and its maintenance and any expenses associated with repairing the Building upon its removal, shall be at Tenant's sole cost and Tenant is solely responsible for ensuring its signage is in accordance with all laws. Subject to the foregoing, Tenant's existing signage is approved.

**Section 12.12 DISPUTES.**

This Lease Agreement is governed by the laws of the State of Alaska. In the event of a dispute arising out of or relating to this Lease, the Assignment and Assumption Agreement, or the Original Lease, venue shall be in the court of applicable jurisdiction in the Third Judicial District at Anchorage and the parties agree to waive their right to jury trial. In the event a dispute is resolved with court action, the parties further agree to award full, reasonable attorneys' fees and costs to the prevailing party.

**Section 12.13. PERSONAL GUARANTY**

James Stevens, Kalla Peacock, Jason Evans, Eli Lehrman, and Raquel Lehrman agree to execute a Personal Guaranty, attached as Exhibit C, to guarantee payment and performance of all Tenant's obligations under this Lease.

**IN WITNESS WHEREOF**, the parties have executed this Lease the day and year set opposite their respective signatures.



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**LANDLORD:**

ABERCROMBIES, LLC
An Alaska limited liability Company

Date: 11-3-20

By: _____
Trina Johnson
Its: Manager

**TENANT:**

Team3, LLC

Date: 11/2/2020

By: DocuSigned by: 409A50D93F1841C...
James Stevens, Member Manager

Date: 11/2/2020

By: DocuSigned by: D72DC14B378C41A...
Kalla Peacock, Member Manager

Date: 11/2/2020

By: DocuSigned by: 22F82D3771AE488...
Jason Evans, Member Manager



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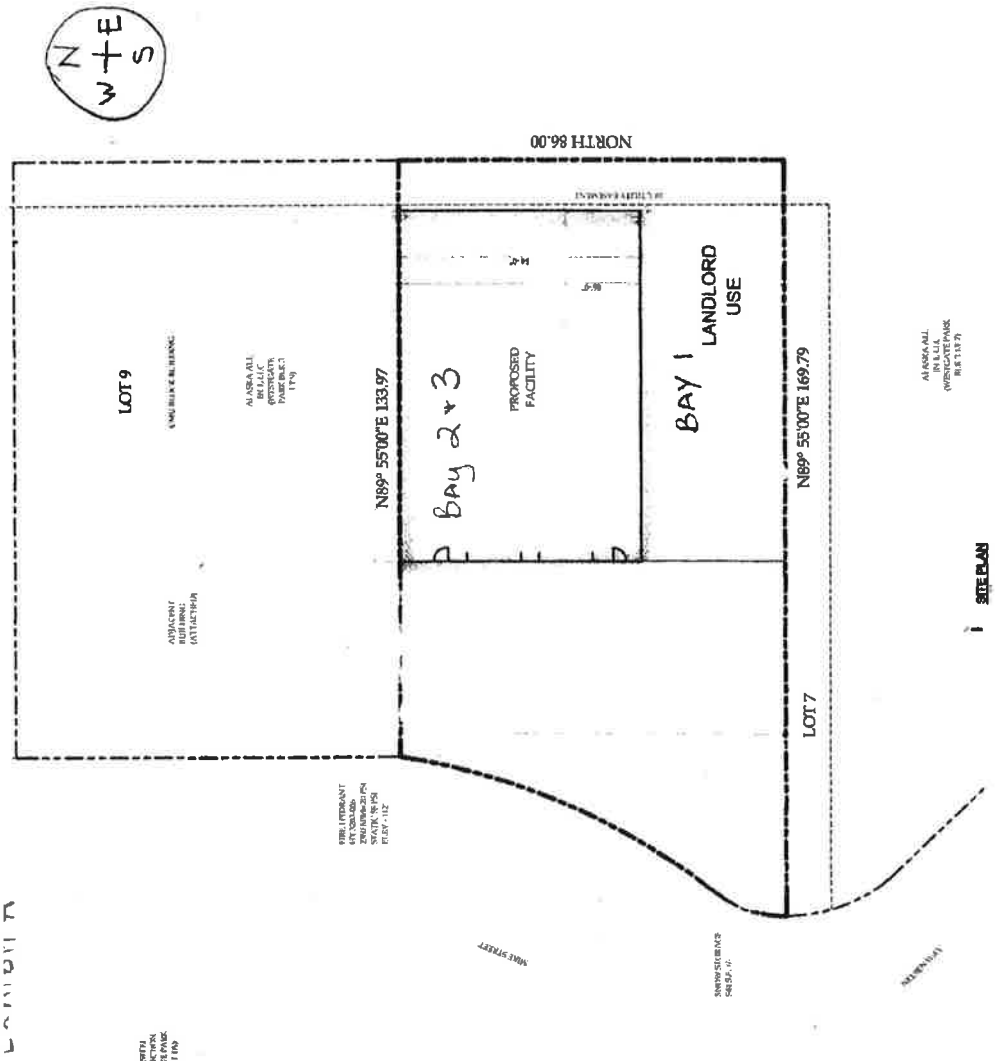
# EXHIBIT 'A'

## AMENDED AND RESTATED LEASE AGREEMENT
## 6209 MIKE STREET, ANCHORAGE ALASKA



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# EXHIBIT 'B'

## AMENDED AND RESTATED LEASE AGREEMENT
## 6209 MIKE STREET, ANCHORAGE ALASKA

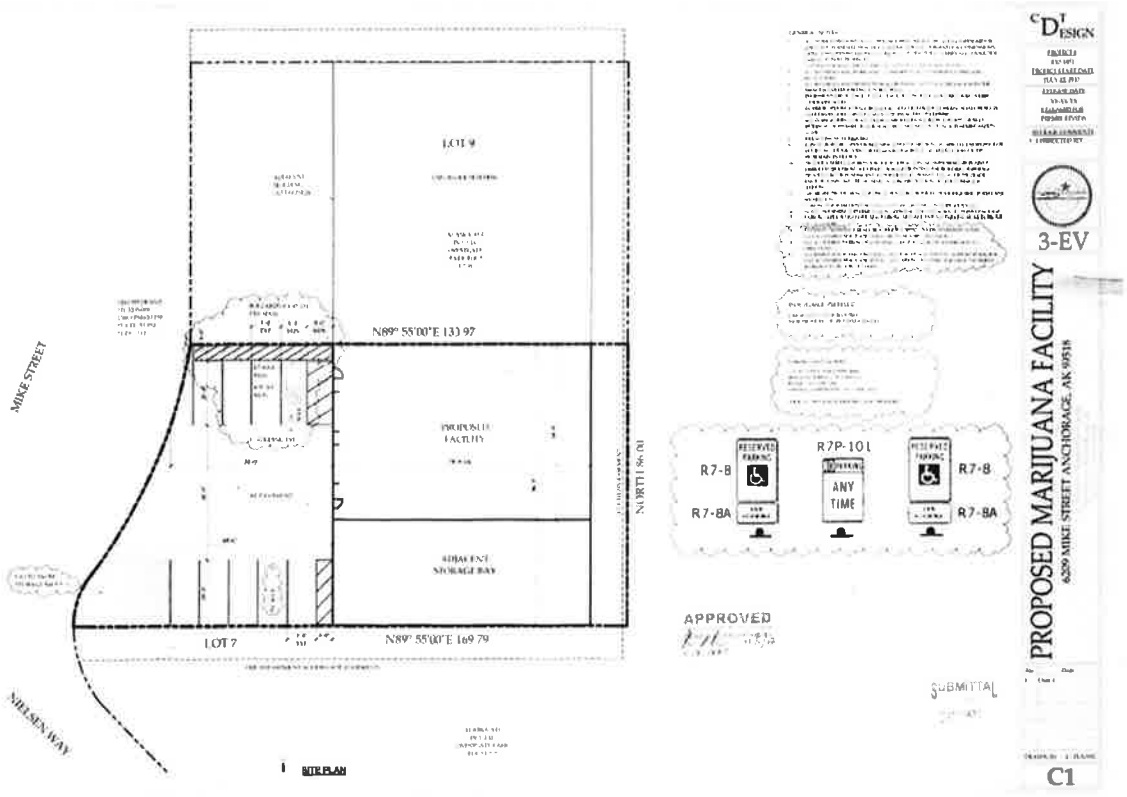




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**EXHIBIT 'C'**

**AMENDED AND RESTATED LEASE AGREEMENT**
**6209 MIKE STREET, ANCHORAGE ALASKA**

## PERSONAL GUARANTY OF JAMES STEVENS

**THIS LEASE GUARANTY** ("Guaranty") is made as of the _____ day of November 2020, by James Stevens ("Guarantor") in favor of Abercrombies, LLC ("Landlord").

## RECITALS:

A. Landlord and Team3, LLC ("Tenant") have entered into a Lease ("Lease") dated November ____ 2020 whereby Landlord leased to Tenant, and Tenant leased from Landlord Bay and Bay 3 of Landlord's commercial building located at 6209 Mike Street, Anchorage Alaska ("Space Leased");

B Landlord approved a sublease of the Lease to Denali Fire, LLC ("Subtenant");

C As a condition of Landlord entering into the Lease, and as a condition of Landlord approving the sublease to Subtenant, Guarantor has agreed to guaranty the payment and performance of all of Tenant's obligations under the Lease, all as more particularly set forth herein; and

D Guarantor will substantially benefit from Landlord leasing the Premises to Tenant, and from approving the Tenant's sublease to Subtenant.

**NOW THEREFORE,** for and in consideration of Landlord executing the Lease, Guarantor hereby unconditionally and irrevocably guarantees the full payment and performance of each and all of the terms, covenants and conditions of the initial term of the Lease to be kept and performed by Tenant, including the payment of all rent and other charges. After the initial term of the Lease, this Personal Guaranty shall no longer apply.

Guarantor further agrees as follows:

1. This Guaranty shall continue unchanged by any bankruptcy, reorganization or insolvency of the Tenant or any successor or assignee of Tenant, or by any disaffirmance or abandonment by a trustee of Tenant.



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2. Landlord may, without notice, assign this Guaranty in whole or in part and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the undersigned.

3. The liability of the undersigned under this Guaranty shall be primary, and in any right of action which shall accrue to Landlord under the Lease, Landlord may at its option, proceed against the undersigned without having commenced any action, or having obtained any judgment against Tenant.

4. The undersigned shall pay Landlord's reasonably attorneys` fees, costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or enforcing this Guaranty against the undersigned, individually and jointly.

The terms and provisions of this Guaranty shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named.

Guarantor:

DocuSigned by:

409A50D93F1641C...

11/2/2020

Name: James Stevens

Date



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DocuSign Envelope ID: 194A939C-AC62-4A62-B112-BA5670656090

# PERSONAL GUARANTY OF JASON EVANS

**THIS LEASE GUARANTY** ("Guaranty") is made as of the _____ day of November 2020, by Jason Evans ("Guarantor") in favor of Abercrombies, LLC ("Landlord").

## RECITALS:

A. Landlord and Team3, LLC ("Tenant") have entered into a Lease ("Lease") dated November,_____ 2020 whereby Landlord leased to Tenant, and Tenant leased from Landlord Bay and Bay 3 of Landlord's commercial building located at 6209 Mike Street, Anchorage Alaska ("Space Leased");

B. Landlord approved a sublease of the Lease to Denali Fire, LLC ("Subtenant");

C. As a condition of Landlord entering into the Lease, and as a condition of Landlord approving the sublease to Subtenant, Guarantor has agreed to guaranty the payment and performance of all of Tenant's obligations under the Lease, all as more particularly set forth herein; and

D. Grantor will substantially benefit from Landlord leasing the Premises to Tenant, and from approving the Tenant's sublease to Subtenant.

**NOW THEREFORE,** for and in consideration of Landlord executing the Lease, Guarantor hereby unconditionally and irrevocably guarantees the full payment and performance of each and all of the terms, covenants and conditions of the initial term of the Lease to be kept and performed by Tenant, including the payment of all rent and other charges. After the initial term of the Lease, this Personal Guaranty shall no longer apply.

Guarantor further agrees as follows:

1. This Guaranty shall continue unchanged by any bankruptcy, reorganization or insolvency of the Tenant or any successor or assignee of Tenant, or by any disaffirmance or abandonment by a trustee of Tenant.

2. Landlord may, without notice, assign this Guaranty in whole or in part and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the undersigned.



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3. The liability of the undersigned under this Guaranty shall be primary, and in any right of action which shall accrue to Landlord under the Lease, Landlord may at its option, proceed against the undersigned without having commenced any action, or having obtained any judgment against Tenant.

4. The undersigned shall pay Landlord's reasonably attorneys' fees, costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or enforcing this Guaranty against the undersigned, individually and jointly.

The terms and provisions of this Guaranty shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named.

Guarantor:

DocuSigned by:

22F82D3771AE488...

Name: Jason Evans

11/2/2020

Date



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DocuSign Envelope ID: 194A939C-AC62-4A62-B112-BA5670656090

# PERSONAL GUARANTY OF KALLA PEACOCK

**THIS LEASE GUARANTY** ("Guaranty") is made as of the _____ day of November 2020, by Kalla Peacock ("Guarantor") in favor of Abercrombies, LLC ("Landlord").

## RECITALS:

A. Landlord and Team3, LLC ("Tenant") have entered into a Lease ("Lease") dated November,_____ 2020 whereby Landlord leased to Tenant, and Tenant leased from Landlord Bay and Bay 3 of Landlord's commercial building located at 6209 Mike Street, Anchorage Alaska ("Space Leased");

B. Landlord approved a sublease of the Lease to Denali Fire, LLC ("Subtenant");

C. As a condition of Landlord entering into the Lease, and as a condition of Landlord approving the sublease to Subtenant, Guarantor has agreed to guaranty the payment and performance of all of Tenant's obligations under the Lease, all as more particularly set forth herein; and

D. Grantor will substantially benefit from Landlord leasing the Premises to Tenant, and from approving the Tenant's sublease to Subtenant.

**NOW THEREFORE,** for and in consideration of Landlord executing the Lease, Guarantor hereby unconditionally and irrevocably guarantees the full payment and performance of each and all of the terms, covenants and conditions of the initial term of the Lease to be kept and performed by Tenant, including the payment of all rent and other charges. After the initial term of the Lease, this Personal Guaranty shall no longer apply.

Guarantor further agrees as follows:

1. This Guaranty shall continue unchanged by any bankruptcy, reorganization or insolvency of the Tenant or any successor or assignee of Tenant, or by any disaffirmance or abandonment by a trustee of Tenant.

2. Landlord may, without notice, assign this Guaranty in whole or in part and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the undersigned.



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3. The liability of the undersigned under this Guaranty shall be primary, and in any right of action which shall accrue to Landlord under the Lease, Landlord may at its option, proceed against the undersigned without having commenced any action, or having obtained any judgment against Tenant.

4. The undersigned shall pay Landlord's reasonably attorneys` fees, costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or enforcing this Guaranty against the undersigned, individually and jointly.

The terms and provisions of this Guaranty shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named.

Guarantor:

DocuSigned by:

B72DC14B370C41A...

Name: Kalla Peacock

11/2/2020

Date



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