SUBLEASE AND CONSENT

Sublease made January 1, 2021, between Sip, LLC, whose address is 510 West Tudor Road Suite #7, Anchorage, Alaska, 99503 (the Sublessee"), Style by Design, Inc., whose address is 510 West Tudor Road Suite #7, Anchorage, Alaska, 99503 (the "Tenant"), Mechille South, whose address is 510 West Tudor Road Suite #7, Anchorage, Alaska, 99503 (he Guarantor"), and Tudor Investors, LLC, whose address is 3801 Centerpoint Drive, Suite 101, Anchorage, Alaska 99503 (the "Landlord"), and for their sublease and consent, state:

RECITALS

1. WEREAS, Landlord, by lease dated March 4th, 2020, (the "Lease", attached hereto as Exhibit 1, and incorporated by reference herein) leased to Tenant the premises located and described as follows: 510 West Tudor Road Suite #7, Anchorage, Alaska, 99503 (the "Premise").

2. WHEREAS, Sublessee desires to rent for Tenant that certain portion of the Premises located at the north end of the Premise, as depicted in Exhibit 2, the content of which is incorporated by reference as though fully set forth end, (the "Sublease Space"), and Tenant desires to sublease to Sublessee the Subleased Space;

3. WHEREAS, pursuant to Section 13 of the Lease, Tenant must obtain consent of the Landlord in order to sublease to Sublessee, and Landlord is willing to grant that consent so long as Tenant and Guarantor remains fully responsible for the performance under the Lease; and

4. WHEREAS, Guarantor desires to agree to this sublease, understanding it will not release her form any obligations under the Lease nor will it serve to discharge her from any duties contained in the Lease;

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Recitals**. The above recitals are incorporate by reference herein as though fully set forth.

2. **Effective Date**. The effective date of this Sublease shall be January 1, 2021, (the "Effective Date").

3. **Term**. The term of this Sublease (the "Initial Term") shall commence on the Effective Date, and, unless Tenant renews its Lease with Landlord pursuant to Section 2(b) of the Lease or earlier terminated, expire on May 31, 2027 (the "Terminate Date").

4. **Rent.** Sublessee shall pay monthly rent ("Rent") to Tenant at Tenant's address as set forth above, on or before the 1st day of the calendar month in advance in the monthly amount of $2,528.

5. **Consent**. Subject to the terms and conditions contained herein, Landlord hereby consent to the Sublease of the Subleased Space to Sublessee provided that Sublessee shall be bond by the covenants and conditions contained in the Lease, except for the obligation to pay Rent at the Lease rate, however, should Tenant fail or refuse to pay Rent to the Landlord, Landlord shall have the right to collect the Rent due under paragraph 4. above directly from Sublessee.

AMCO

FEB 23 2021

6. **Alcoholic Beverages**. Landlord and Tenant hereby acknowledges that Sublessee has applied for the grant of a proper license from the Alcohol Marijuana Control Board (AMCO) and they consent to the sales and consumption for alcoholic beverages in the Subleased Space or other areas authorized by AMCO, and said consent is hereby conditioned upon Sublessee's compliance with the provision of the applicable Alaska Statutes and Regulations on the sale and consumption of alcohol on premise and any and all condition of any AMCO license issued to Sublessee. Patrons and employees of Sublessee may use the common bathroom located outside of the Sublease Space within the Premise, subject to the expressed condition that Sublessee shall not allow alcoholic beverages to be removed from the approved area within alcohol may be served, stored, or consumed.

7. **No Release or Discharge**. Nothing in this Sublease shall serve as or be construed to be a release or discharge of Tenant or Guarantor from any and all obligations and/or responsibilities under the Lease.

8. **Miscellaneous**

a. **COUNTERPARTS AND ELECTONIC SIGNITURES**. The Sublease may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart, and faxed or scanned copies of the signature pages are deemed as binding as an original signature for all purposes.

b. **SEVERABILITY**. In the event any provision, or any sentence within any provision, is declared by a court of competent jurisdiction to be void or unenforceable, such sentence or provision shall be deemed severed from the remainder of this Sublease and the balance of this Sublease shall remain in full force and effect.

c. **CONSTRUCTION**. The language in all parts of this Sublease shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the party, regardless of who requested this Sublease to be drafted or assisted in its being drafted.

d. **GOVERNING LAW**. This Sublease shall be construed according to the laws of the State of Alaska.

SIGNATURES- AFIXED ON FOLLOWING PAGE.....

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IN WITNESS WHEREOF, the parties have executed this sublease at, effective January 1, 2021.

Style by Design, Inc., Tenant

2-15-2021
Date

By: Mechille South
Mechille South
Its: President

Sip, LLC, Sublessee

2-15-2021
Date

By: Mechille South
Mechille South
Its: Managing Member

Guarantor

2-15-2021
Date

Mechille South
Mechille South

Tudor Investments, LLC, Landlord

2/17/2021
Date

By: Marc W. Dunn
Marc Dunn
Its: Managing Member

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FEB 23 2021