LEASE AGREEMENT

This Lease Agreement (this "Lease") dated ~~February~~ MARCH 4, 2020 (the "Effective Date"), is between Tudor Investors, LLC, an Alaska limited liability company ("Landlord") and Style by Design, Inc. ("Tenant").

1. LEASED PREMISES.

(a) **Premises and Building.** Subject to the terms of this Lease, Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord a retail suite of approximately 2,528 rentable square feet, known as Suite #7, identified on the plan attached hereto as Exhibit A (the "Premises"), located in the 23,950 sq. ft. building (the "Building") situated at 510 West Tudor Road, Anchorage, Alaska 99503.

(b) **First Option for Suite #6.** Provided that Tenant is not in default under this Lease at any time during the process referenced below, Tenant shall have the first right to be offered by Landlord the opportunity to lease Suite No. 6 of the Building if it becomes available for lease during the Term and/or any Renewal Term.

If Suite No. 6 becomes available for lease, Landlord shall notify Tenant in writing, which notice shall set forth the proposed rental rate for Suite No. 6 along with other applicable material terms. Tenant shall have twenty (20) days after receipt of Landlord's notice to reply that Tenant will accept Suite No. 6 on such terms.

If Tenant delivers its acceptance notice within the applicable time period, Landlord and Tenant shall negotiate in good faith for a period of ten (10) days thereafter in an attempt to agree upon all of the acceptable terms for the lease of Suite No. 6.

If the parties agree upon the terms for the lease of Suite No. 6 within such ten (10) day period, Landlord and Tenant shall execute a Lease with respect thereto on the agreed terms. If the parties do not agree upon the terms for the lease within such ten (10) day period, or if Tenant fails to deliver the initial acceptance notice as set forth above, Tenant shall be deemed to have waived its right to lease Suite No. 6, in which case its rights set forth herein shall lapse and be of no further force or effect and Landlord shall be free to lease Suite No. 6 to any prospective tenant upon any terms and conditions acceptable to Landlord.

2. TERM AND USE OF PREMISES.

(a) **Term.** The term of this Lease (the "Initial Term") shall commence on the Effective Date, and, unless renewed pursuant to Section 2(b) or earlier terminated, expire on May 31, 2027 (the "Termination Date").

(b) **Option to Renew.** Provided that Tenant is not then in default under this Lease, Tenant shall have an option (the "Renewal Option") to extend the Initial Term for one (1) additional five (5) year period (the "Renewal Term," and together with the Initial Term, the "Term") commencing on the day after the Termination Date. The Renewal Option shall be

AMCO
FEB 23 2021
AMCO Received 11/19/20

exercised, if at all, by Tenant giving to Landlord, at least one hundred eighty (180) days prior to the date the Renewal Term will commence, written notice of Tenant's exercise of the Renewal Option. In the event Tenant exercises its Renewal Option, the Base Rent for the Renewal Term shall be negotiated by the parties prior to the expiration of the Initial Term. If the parties cannot agree on the Base Rent rate for the Renewal Term, then the parties shall mutually elect an MAI appraiser to establish a fair market rental rate for the Renewal Term, which amount shall be conclusively established as the Base Rent for the Renewal Term, and the cost for engaging the appraiser shall be shared 50/50 by the parties. In the event of failure to conclusively determine the Base Rent prior to the commencement of the Renewal Term, Tenant shall pay to Landlord the then current Base Rent until the Base Rent for the Renewal Term is conclusively determined, at which time any required adjustment shall be paid to the party entitled thereto in a lump sum. The parties agree to use good faith and reasonableness in their attempts to affirmatively resolve the issue of Base Rent for the Renewal Term. The Renewal Option is personal to Tenant ("Named Tenant"), and may only be exercised by Named Tenant in accordance with the terms of this Section 2(b). The Renewal Option is not severable from this Lease in any manner and is not assignable, and, upon any assignment or sublease (including without limitation a Permitted Transfer), the Renewal Option shall automatically be deemed void and of no force and effect.

(c) **Use of Premises.** Tenant covenants and agrees to occupy and use the Premises only for the operation of a coffee shop, hair salon and boutique, and additional services reasonably related thereto, and for no other business or purpose whatsoever without the prior written consent of the Landlord. Tenant shall use the Premises in a careful, safe and proper manner. Tenant agrees to pay on demand for any damage to the Premises caused by misuse or abuse of said Premises by Tenant, its agents or employees, or by any other person entering upon the Premises under the express or implied invitation of Tenant. Tenant shall not conduct any activity or perform any act prohibited by the laws or regulations of the United States of America, State of Alaska or the Municipality of Anchorage and shall not commit waste or suffer waste to be committed, nor permit any nuisance on or in the Premises, Building or Property. Tenant shall occupy the Premises, conduct its business and control its agent, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance to other tenants of the Property. Tenant shall not solicit business, distribute handbills or display merchandise on the Property (except in its own Premises), or take any action which would interfere with the rights of other persons to use the Property or the Building.

(d) **Displays.** Tenant shall not install any exterior lighting, amplifiers or similar devices for use in or about the Premises, nor make, or allow to be made, any excessive noise in or around the Premises. No advertisement or sound of advertising shall be heard outside of the Premises.

(e) **Sales and Auctions.** Tenant shall not conduct or permit to be conducted any sale by auction upon or from the Premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding. No auction, fire, bankruptcy, "going out of business" or other distress sales of any nature may be conducted on the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

3. RENT.

AMCO

FEB 23 2021

AMCO Received 11/19/20

(a) **Base Rent.** Tenant shall pay monthly base rent ("Base Rent") to Landlord, at Landlord's address set forth in Section 21, or at such other place designated by the Landlord, on or before the first (1st) day of each calendar month in advance as follows:

Period	Monthly Rent	Annual Rent
Effective Date – 5/31/20	$0.00	$0.00
6/1/20 – 5/31/21	$5,056.00	$60,672.00
6/1/21 – 5/31/22	$5,308.80	$63,705.60
6/1/22 – 5/31/23	$5,561.60	$66,739.20
6/1/23 – 5/31/24	$5,814.40	$69,772.80
6/1/24 – 5/31/25	$6,067.20	$72,806.40
6/1/25 – 5/31/26	$6,320.00	$75,840.00
6/1/26 – 5/31/27	$6,320.00	$75,840.00

Rent for any period during the Term which is for less than one (1) month shall be pro-rated according to the then current monthly rental, based upon a thirty (30)-day month. Landlord and Tenant acknowledge and agree that the Base Rent shall be abated from the time this Lease is fully executed—and until two (2) months after receipt of a Certificate of Occupancy ("CO"). The dates in the rent table above anticipate a fully executed Lease by February 14, 2020, Tenant's Occupancy on or around April 1, 2020 (receipt of the C.O), and Rent Commencement two (2) months thereafter, or approximately June 1, 2020. If these dates change significantly then the parties agree to make adjustments accordingly. Tenant has delivered to Landlord on the Effective Date $7,000 which is Base Rent for the first month of the Term (June, 2020) of $5,056.00, and $1,944.00 towards the second month of Base Rent.

(b) **Additional Rent.** In addition to the Base Rent set forth above, starting January 2021, Tenant shall pay, as additional rent ("Additional Rent" and, together with Base Rent, "Rent"), Tenant's pro rata share of any increases in Operating Expenses over the base year of 2020. The increase, if any, shall be adjusted annually based upon the calendar year immediately preceding and shall be added to, and paid with, the Base Rent. Tenant's pro rata share is eleven percent (11%). Further, Tenant shall pay, as Additional Rent, all sums, costs, expenses, taxes and other payments which Tenant assumes or agrees to pay under the provisions of this Lease.

(c) **Method for Calculation of Additional Rent.** The annual Operating Expenses for the calendar year 2020 shall be the basis for comparison and will be the base year. For example: To adjust the monthly Additional Rent to be paid during the calendar year beginning 2021, the percentage change in the Operating Expenses will be computed by comparing the actual 2020 annual Operating Expenses against Landlord's good faith estimate of 2021 Operating Expenses, and the difference will be multiplied by the Tenant's pro rata share of eleven percent (11%). Landlord will then notify Tenant of any increase, which shall be due in twelve (12) equal monthly installments as Additional Rent, and payable with the Base Rent, beginning January 1, 2021.

AMCO
FEB 23 2021

AMCO Received 11/19/20

(d) **Operating Expenses.** The term "Operating Expenses" as used in this Lease means all costs and expenses of the operation, maintenance and repair of the Building and the Property, including, but not limited to those listed below, but excluding those items specifically set forth in Section 4 below: (i) real property taxes, personal property taxes on property owned by Landlord and used in connection with the Building and Property, assessments for special improvement districts and building improvement districts, assessments, and other governmental impositions and charges of every kind and nature, now or hereafter imposed, including surcharges with respect thereto, which may be levied, assessed, imposed or otherwise become due and payable during the Term with respect to the Building, including tenant improvements and the Property and all improvements, fixtures, and equipment thereon, or the use, occupancy or possession thereof; (ii) water and sewer charges (except to the extent provided for in Section 6(c)), and the costs of ventilating, air conditioning and other utilities (other than those separately metered utilities serving the Premises, as set forth in Section 6(b)); (iii) costs of insurance obtained by Landlord pursuant to this Lease; (iv) waste disposal services; (v) costs incurred in the management of the Building including: (1) office supplies, (2) commercially reasonable wages and salaries of employees used in the maintenance and repair of the Building, and (3) management and administrative fees, accounting and bookkeeping services, legal fees not attributable to leasing, enforcement of other tenant leases or collection activity, and other administrative costs related directly to the Property; (vi) supplies and materials used for maintenance and repairs; (vii) maintenance costs and upkeep of all parking and the Property (other than janitorial services to the Premises, in accordance with Section 6(b)); (viii) costs and expenses of landscaping; (ix) maintenance and repair of project or building signs (other than signs of tenants of the Building); and (x) costs and expenses of ordinary and necessary repairs, resurfacing, repairing, maintenance, painting, lighting, cleaning, refuse removal, snow removal, and security.

Landlord shall maintain books and records reflecting Operating Expenses with respect to the Property in accordance with good accounting practice. Tenant shall have the right, no more than once a year, to request an accounting of the Operating Expenses and Landlord shall make available at reasonable times to the Tenant its books, records and invoices supporting its calculation of Operating Expenses for which Tenant is responsible. Tenant shall have the right, at its own expense, to audit such statement. Landlord agrees that (i) Landlord will not collect or be entitled to collect Operating Expenses from all of its tenants in an amount which is in excess of one hundred percent (100%) of the Operating Expenses actually paid by Landlord in connection with the operation of the Building, and (ii) Landlord shall make no profit from Landlord's collection of Operating Expenses.

(e) **Taxes.** Tenant shall pay promptly and before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against the personal property located in or on the Premises during the Term. On request by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

(f) **Late Charges.** If Rent or other payments due Landlord hereunder are paid later than the tenth (10th) day of the month when due, a late fee of ten percent (10%) of the amount due shall be due and payable by Tenant as Additional Rent, provided, Tenant shall be entitled to a grace period of five (5) days after notice from Landlord with respect to the first (1st) two (2) late payments in any calendar year. The parties agree that calculation of the exact costs which Landlord

AMCO

 FEB 28 2021

AMCO Received 11/19/20

will incur if Tenant makes late payments would be difficult to determine but would include, without limitation, processing and accounting charges and late charges which may be imposed upon Landlord by the terms of any mortgage or deed of trust constituting a lien upon the Building. The parties agree that the late fee provided herein is a fair and reasonable estimate of the costs Landlord will incur. This Section 3(f), or payment by Tenant hereunder, or action taken by Landlord hereunder shall not diminish or abrogate Tenant's duty to pay Rent when due, or Landlord's rights to declare default for late payment as provided elsewhere in this Lease.

4. EXCLUSIONS FROM OPERATING EXPENSES. Operating Expenses shall not include any of the following:

(a) Repairs or other work occasioned by fire, earthquake, windstorm, ice and/or snow storms or casualty of an insurable nature (whether or not covered by insurance), or by the exercise of the right of eminent domain.

(b) Costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for any tenants in the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Building.

(c) Salaries and bonuses of officers, executives and employees of Landlord not employed exclusively at the Building or who are above the level of Building manager.

(d) Depreciation and amortization of any type except on materials, tools and supplies purchased by Landlord to enable Landlord to supply services Landlord might otherwise contract for with a third party, and when depreciation or amortization is permitted or required, an item shall be amortized over its useful life.

(e) Attorneys' fees and other costs and expenses incurred in connection with negotiations of disputes with present or prospective tenants or other occupants of the Building (including costs incurred due to violations by tenants of the terms and conditions of their leases).

(f) Costs of a capital nature, including, without limitation, capital improvements, capital replacements, capital repairs, capital equipment and capital tools, and any improvements or alterations incurred to comply with any applicable legal requirements applicable to the Property or Building as determined in accordance with accepted accounting practices, consistently applied.

(g) Brokerage commissions, finder's fees, attorneys' fees and other costs incurred by Landlord in leasing or attempting to lease space in the Building.

(h) Any cost representing an amount paid to any person, firm, corporation or other entity related to or affiliated with Landlord, which amount is in excess of the amount which would have reasonably been paid in the absence of such relationship for comparable work or services involving the Building or comparable buildings in the general vicinity of the Building.

AMCO
FEB 23 2021

AMCO Received 11/19/20

(i) Interest, points, and fees on debt or amortization on any mortgage or mortgages encumbering the Building and/or the Property.

(j) Landlord's general corporate overhead, such as the cost of renewing Landlord's Alaska business license.

(k) Penalties and interest incurred as a result of Landlord's negligence or inability or unwillingness to make tax payments when due including tax penalties and interest, so long as such penalties or interest do not result from Tenant's breach of this Lease or Tenant's failure to make timely payment of any sum due under this Lease.

(l) The cost of any item or service that Landlord provides selectively to one or more tenants of the Building, whether or not Landlord is reimbursed by such other tenants.

(m) The cost of correcting defects in the construction of the Building whether or not covered by any warranty.

(n) Any cost incurred to test, clean up, contain, abate, remove or undertake any other remedial action as a result of the violation of any environmental law or regulation applicable to the Building, so long as the above is not the result of Tenant's actions or omissions.

(o) Any cost incurred by Landlord as a result of the negligence of Landlord, its employees or agents.

5. SECURITY DEPOSIT. Waived.

6. SERVICES.

(a) **Customary.** Landlord shall provide the following services twenty-four (24) hours per day, seven (7) days a week:

(i) **Water and Sewer.** Reasonable quantities of water to lavatories, toilets and water fountains in or appurtenant to the Premises and shall provide sewer services. Landlord reserves the right to invoice Tenant as additional rent for Tenant's incremental water and sewer expense as compared to previous water and sewer billings for the Property.

(ii) **General.** Landlord to provide for common area maintenance, grounds keeping, snow removal, normal waste removal, mechanical, etc. for the Building and the Property. Landlord however is not responsible in any way for repair, maintenance or otherwise for fixtures located in the Premises, such as light fixtures, sinks, drains, all equipment and so forth, including, but not limited to hair clogs in sinks. Tenant to ensure there are no noxious odors, smells, etc. resulting from Tenant's use. Furthermore, any damage caused by break-ins shall be the responsibility of the Tenant. Landlord will have the Premises re-keyed prior to Tenant's occupancy and will provide Tenant with ten (10) keys to the Premises; any additional keys or re-keying are at Tenant's expense.

AMCO

 FEB 28 2021

AMCO Received 11/19/20

(iii) **Parking.** Parking shall be on an open-field basis, provided that Landlord reserves the right to reserve all parking, in which event Tenant shall be allocated approximately one (1) parking space per 300 sq. ft. of the Premises. Tenant expressly agrees that Landlord may take all reasonable steps to enforce parking restrictions, including on-site monitoring and/or towing. Tenant shall reimburse Landlord for any costs or fees incurred by Landlord for the enforcement against Tenant of the parking provisions set forth in this Section 6(a)(iii). Tenant shall not assign or sublease any parking spaces except in conjunction with an assignment or sublease of this Lease or the Premises. Vehicles left unattended for more than twenty-four (24) hours are subject to being towed at owner's expense. Parking spaces directly in front of the Building are for customers and invitees only, and not for employees, service providers, contractors or business owners, all of whom are encouraged to park elsewhere in the parking lot.

Landlord shall be available for normal operational inquiries on Mondays through Fridays from 8:00 a.m. to 5:00 p.m., except legal holidays celebrated by the United States Government and Saturdays from 8:00 a.m. to 1:00 p.m.

(b) **Tenant.** Prior to Tenant's occupancy of the Premises, Tenant shall open accounts in Tenant's name and shall pay directly for its electric, gas, data, telephone and janitorial services to the Premises. Tenant is responsible for repair, maintenance or otherwise for fixtures located in the Premises such as light fixtures, sinks, drains, equipment and so forth, including, but not limited to hair clogs in sinks. Tenant must also arrange and contract to have all drains within the Premises, including but not limited to hair washing sinks, service sinks, food prep sinks, any floor drains, and restroom sinks, serviced on a quarterly basis by a licensed drain or plumbing company.

(i) **Additional; Interruption of Services.** Should Tenant require any additional work or service, including but not limited to the additional work or service described above, Landlord may on terms to be agreed upon with reasonable advance notice by Tenant, furnish such work or service at such charges as may be agreed upon, but in no event at a charge less than Landlord's actual cost plus overhead for the additional services provided. Without limiting the foregoing, if Tenant's use, fixtures, equipment or other improvements require special and/or additional water and sewer services in excess of the standard services for the Building (as determined by Landlord in its reasonable discretion), Tenant shall pay to Landlord as Additional Rent all such additional costs attributable to the special and/or additional services. It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption. Tenant acknowledges that any one or more such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, or by strikes or lockouts or by reason of operation of law, or causes beyond the reasonable control of Landlord. Any such interruption or discontinuance of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages by abatement of Rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease.

7. **QUIET ENJOYMENT.** So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall at all times during the Term,

AMCO
FEB 23 2021

AMCO Received 11/19/20

peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through Landlord.

8. **LEASE SUBJECT TO SUPERIOR RIGHTS.** Tenant accepts this Lease and subordinates to (i) the lien of any mortgage, deed of trust or other lien now or hereafter arising upon the Property (or any portion thereof) and to any renewals, modifications, refinancing and/or extensions thereof. This Lease shall also be subject to and subordinate to any lease, mortgage, deed of trust or other lien presently or hereafter arising upon the Premises, or upon the Building and/or the Property and to any renewals, modifications, consolidations, refinancing, and/or extensions thereof (collectively, the "Security Documents"). This clause shall be self-operative, but upon request of the holder of any such Security Document, Tenant shall execute a commercially reasonable subordination and non-disturbance agreement. Such agreement shall be in recordable form and may be recorded at Tenant's election and expense. Tenant agrees that the holder of any Security Document ("Landlord's Mortgagee") shall have the right at any time to subordinate such Security Document to this Lease.

9. **ESTOPPEL CERTIFICATE BY TENANT.** Tenant shall at any time and from time to time, upon not less than fourteen (14) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that (i) this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (ii) the dates to which Rent and the security deposit, if any, have been paid; (iii) acknowledging that, to the best of the Tenant's knowledge, there are no uncured defaults on the part of Landlord hereunder and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Landlord hereunder or specifying such defaults, events or conditions if any are claimed; and (iv) such of the matters as may be reasonably requested by Landlord. It is expressly understood and agreed that any such statement may be relied upon by Landlord or any prospective purchaser or mortgagee of all or any portion of the Building or the Property upon which it is situated. The Tenant's failure to deliver such statement within such time shall constitute a breach under this Lease.

10. **RIGHTS RESERVED TO THE LANDLORD**

(a) **General.** Landlord reserves the following rights:

(i) to implement and enforce rules and regulations, and from time to time to modify or amend them, and after ninety (90) days' notice to the Tenant, to change the name, number or designation of the Building during the Term without liability to Tenant;

(ii) to install and maintain a sign or signs on the exterior or interior of the Building;

(iii) to have pass keys to the Premises, which keys shall only be for use in the event of emergency or for cleaning and maintenance; and

AMCO

FEB 23 2021

AMCO Received 11/19/20

(iv) on reasonable prior notice to Tenant, to exhibit the Premises to prospective tenants during the last ninety (90) days of the Term, and to exhibit the Premises at any time during the Term to any prospective purchaser, lessee, Mortgagee or assignee of any mortgage on the Property and to others having a legitimate interest.

Tenant shall permit Landlord to enter the Premises to examine and inspect the same or make such repairs, additions or alterations as Landlord may deem necessary or proper for safety, improvement or preservation thereof. Such entry shall be upon twenty-four (24) hours advance notice, except in case of emergency. Landlord shall at all times have the right to its reasonable election to make such alterations or changes in other portions of the Building or Property as it may from time to time deem necessary or desirable provided Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use of or access to the Premises.

(b) **Signs, Window Covering and Advertising.** Tenant shall be allocated one (i) space on the Tudor Road monument sign, the initial installation of such monument signage shall be at Landlord's sole cost and expense. In addition, Tenant must pay to install channel-lettering signage on the building fascia using Glacier Signs of Alaska as the contractor for the installation, and MadDog Advertising for design of the sign. All signage shall be subject to Landlord's prior written approval, which approval Landlord may withhold in its sole and absolute discretion. Tenant shall not erect or install any other signs except as expressly permitted by Landlord. All permitted signs shall comply with all requirements of appropriate governmental authorities. After initial installation, new or replacement signage due to Tenant-initiated changes shall be at Tenant's sole cost and expense. Upon the earlier of the termination of this Lease or Tenant vacating the Premises, Tenant shall, at Tenant's sole cost and expense, remove all permitted signs and repair all damage caused by such removal. Tenant hereby agrees not to place signs of any nature or kind whatsoever in or upon the windows of the Premises without first obtaining Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

11. WAIVER OF PROPERTY AND LIABILITY CLAIMS

(a) **Waiver.** Tenant, to the extent permitted by law, waives all claims it may have against Landlord, and against Landlord's agents and employees, for injury or damage to person or property sustained by Tenant or by any occupant of the Property or Building, or by any other person, resulting from any part of the Property or Building or any equipment or appurtenances becoming out of repair, or resulting from any accident in or about the Property or Building or resulting directly or indirectly from any act or neglect of any tenant or occupant of any part of the Property or Building or of any other person, unless such injury or damage is a result of the negligence of Landlord, or Landlord's agents or employees. If any damage results from any act of Tenant, Landlord may, at Landlord's option, repair such damage and Tenant shall pay to Landlord the total cost of such repair within fifteen (15) days of receipt of an invoice therefore. All personal property belonging to Tenant or any occupant of the Premises that is in or on any part of the Building or Property shall be there at the risk of Tenant or of such other person only, and Landlord, its agents and employees shall not be liable for any damage thereto or for the theft or misappropriation thereof unless such damage, theft or misappropriation is a result of the negligence of Landlord or Landlord's agents or employees.

AMCO

FEB 23 2021

AMCO Received 11/19/20

(b) **Loss of Business, Etc.** Landlord shall not in any event be liable for loss of business of Tenant nor salaries paid to Tenant's employees, agents or contractors, except as to claims arising out of the negligence or willful misconduct of Landlord. Tenant shall give prompt written notice to Landlord in case of theft, fire or accidents in the Premises or in the Building or on the Property, or of defects therein or in the fixtures or equipment.

(c) **Limitation on Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY (AS DEFINED IN SECTION 18 BELOW) SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND ANY MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES ON THE PROPERTY, BUILDING OR PREMISES, NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT. IN ADDITION, TENANT ACKNOWLEDGES THAT ANY ENTITY MANAGING THE BUILDING ON BEHALF OF LANDLORD, OR WHICH EXECUTES THIS LEASE AS AGENT FOR LANDLORD, IS ACTING SOLELY IN ITS CAPACITY AS AGENT FOR LANDLORD AND SHALL NOT BE LIABLE FOR ANY OBLIGATIONS, LIABILITIES, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, ALL OF WHICH ARE EXPRESSLY WAIVED BY TENANT.

12. INSURANCE BY TENANT. During the Term, Tenant shall provide and maintain, at Tenant's sole cost and expense, the following policies of insurance

(a) **Liability Insurance.** Commercial general liability insurance applicable to the Premises providing, on an occurrence basis, a minimum combined single limit of $1,000,000.00, $2,000,000 in the aggregate, for bodily injury, property damage, personal injury and advertising injury;

(b) **Workers' Compensation.** Workers' compensation insurance as required by the State of Alaska in amounts as may be required by applicable statute; and

(c) **Property Insurance.** Property insurance upon all personal property owned by Tenant with coverage for perils as set forth under the Causes of Loss-Special Form, in an amount equal to full insurable replacement cost. Such insurance may contain an agreed valuation provision in lieu of any co-insurance clause. Prior to commencement of the Term, Tenant shall provide Landlord with proof of the insurance described in this Section 12 by delivering certificates to Landlord. The commercial general liability and property insurance policies shall name Landlord and any lender that has a mortgage on the Property, Premises or Building through Landlord as an additional insured to the extent its interests appear and shall provide thirty (30) days written notice to Landlord of cancellation or material changes. Tenant shall have the privilege of procuring and obtaining all such insurance through its own sources; provided, however, that if Tenant fails to

AMCO

 FEB 23 2021

AMCO Received 11/19/20

produce and maintain said insurance, Landlord may purchase the same at Tenant's cost, and the cost thereof shall be Additional Rent which shall be due and payable to Landlord on the date of the next monthly Rent installment. Landlord, however, may elect not to purchase such insurance on Tenant's behalf and, in lieu thereof, declare Tenant in default hereunder.

(d) **Waiver of Subrogation.** As long as their respective insurers so permit without additional premium, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by its insurer, to evidence compliance with this waiver.

13. ASSIGNMENT OR SUBLETTING. Tenant shall not assign this Lease or any interest therein, nor sublease the Premises or any part thereof (a "Transfer"), without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if: (a) the proposed transferee's financial condition does not meet the criteria Landlord uses to select Building tenants having similar leasehold obligations; (b) the proposed transferee's business is not suitable for the Building considering the business of the other tenants and the Building's prestige, or would result in a violation of another tenant's rights; (c) the proposed transferee is a governmental agency or other entity with sovereign immunity; (d) the proposed transferee is negotiating with Landlord, or has negotiated with Landlord to lease space in the Building during the six (6) month period immediately preceding the date Landlord receives Tenant's request for consent; (e) the proposed Transfer shall take effect prior to the earlier of the date that is twenty-four (24) months after the Effective Date; (f) Tenant is in default after the expiration of the notice and cure periods in this Lease; or (g) any portion of the Building or Premises would likely become subject to additional or different laws as a consequence of the proposed Transfer. Tenant shall not be entitled to receive monetary damages based upon a claim that Landlord unreasonably withheld its consent to a proposed Transfer and Tenant's sole remedy shall be an action to enforce any such provision through specific performance or declaratory judgment. Any attempted Transfer in violation of this Section 13 shall, at Landlord's option, be void. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. In no event shall any Transfer or Permitted Transfer (as defined below) release or relieve Tenant from any obligation under this Lease.

Except as provided below with respect to a Permitted Transfer, if Tenant is a corporation, limited liability company, partnership, or similar entity, and if the entity which owns or controls a majority of the voting shares/rights at any time changes for any reason (including but not limited to a merger, consolidation or reorganization), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so long as Tenant is an entity whose outstanding stock is listed on a recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another entity, the voting stock of which is so listed.

Tenant may assign its entire interest under this Lease to a parent, subsidiary, affiliate (as defined in Alaska Stat. 10.06.990(2)) or owner of Tenant ("Affiliate"), or a successor to Tenant by purchase, merger, conversion, consolidation or reorganization, without the consent of Landlord, provided that all of the following conditions are satisfied: (a) Tenant is not in default

AMCO
FEB 23 2021

AMCO Received 11/19/20

after the expiration of the notice and cure periods in this Lease; (b) Tenant's successor shall own all or substantially all of the assets of Tenant; and (c) Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed assignment. Tenant's notice to Landlord shall include information and documentation showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign a commercially reasonable form of assumption agreement.

Tenant may sublease all or any portion of its interest under this Lease to an Affiliate without the consent of Landlord, and Tenant may sublet any portion of its interest under this Lease to an Affiliate of Tenant provided that all of the following conditions are satisfied: (a) Tenant is not in default after the expiration of the notice and cure periods in this Lease; and (b) Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed sublease. If requested by Landlord, any such sublease shall be contingent on execution of a mutually agreeable form of Landlord consent to sublease agreement.

Any assignment or sublease which is permitted pursuant to the provisions of the two paragraphs above shall be called a "Permitted Transfer" hereunder, and a party which receives a Permitted Transfer is called a "Permitted Transferee."

14. PREMISES "AS-IS, WHERE IS"; LANDLORD TENANT IMPROVEMENT WORK. Construction of Tenant's initial alterations or improvements in the Premises (the "Landlord Tenant Improvement Work") shall be performed by Landlord pursuant to Exhibit B attached hereto.

15. OBLIGATION TO REPAIR

(a) **Tenant's Obligation.** Tenant agrees and covenants to keep the Premises in as good order, condition and repair as when the same were entered upon. All damage or injury to the Property, Building or to the Premises, fixtures, appurtenances and/or equipment caused by Tenant shall be repaired, restored or replaced promptly by Tenant as its sole cost and expense to the satisfaction of Landlord. All repairs, restorations and replacements shall be in quality and class equal to the original work or installations and shall be done to Landlord's reasonable satisfaction. If Tenant fails to keep the Premises in such good order, condition and repair as required hereunder, Landlord may, after providing Tenant written notice and twenty (20) days to perform such repair, restore the Premises to such good order and condition and make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's property or business by reason thereof, and upon completion thereof Tenant shall pay to Landlord upon demand the cost of restoring the Premises to such good order and condition. Whether or not provide by Landlord, Tenant is responsible for repair, maintenance or otherwise for fixtures located in the Premises such as cabinetry, displays, specific trade fixtures, light fixtures, sinks, drains, equipment and so forth, including, but not limited to hair clogs in sinks. Tenant must also arrange and contract to have all drains within the Premises, including but not limited to hair washing sinks, service sinks, food prep sinks, any floor drains, and restroom sinks, serviced on a quarterly basis by a licensed drain or plumbing company.

AMCO

 FEB 23 2021

AMCO Received 11/19/20

(b) **Landlord's Obligation.** Landlord agrees to keep the underslab plumbing (unless damaged or otherwise due to Tenant's neglect, such as not timely emplyoying preventive maintenance), HVAC, lighting and structure of the Building, including roof supports, foundation, structural supports, exterior and support walls, structural portion of the floors, chimneys, skylights, gutters and downspouts in good repair during the Term, unless a condition requiring maintenance is caused in part or in whole by the neglect, fault or omission of any duty by Tenant, its agents, servants, employees, or invitees, in which case Tenant shall pay Landlord the reasonable cost of such maintenance or repair. Except as otherwise provided in this Lease, there shall be no abatement of Rent and no liability of Landlord by reason of any injury or interference with Tenant's business arising from the making of any repairs, alteration or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein.

16. TENANT'S ALTERATIONS AND ADDITIONS. Other than the Landlord Tenant Work in accordance with the terms of Section 14 and Exhibit B, Tenant shall not make or allow any alterations, additions or improvements to the Premises without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Any alterations, additions or improvements made to the Premises at the expense of Tenant, including but not limited to, the Tenant Work, wall covering, carpeting, or other floor covering, paneling and built-in cabinet work, but excluding moveable furniture not attached to the Premises, shall be deemed a part of the real estate and the property of Landlord and shall be surrendered with the Premises unless Landlord, by notice given to Tenant no later than sixty (60) days prior to the end of the Term shall elect to have Tenant remove such alterations, additions or improvements. Tenant shall accomplish such removal at its sole cost and repair any damage to the Premises caused by such removal. With respect any alterations, additions or improvements to the Premises by Tenant other than the Tenant Work ("Alterations") that have been approved by Landlord in writing, Tenant shall cause drawings and specifications to be prepared for, and shall cause to be performed, the construction of the finish work for the Alterations in accordance with all applicable laws, ordinances, and regulations of all duly constituted authorities, including, without limitation, Title III of the Americans with Disabilities Act of 1990, all regulations issued thereunder and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same are in effect on the date hereof and may be hereafter modified, amended or supplemented ("Applicable Laws"). Prior to starting work, Tenant shall furnish Landlord with plans and specifications reasonably acceptable to Landlord; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building systems and may require Tenant to utilize specific contractors in order to comply with covenants in any financing placed on the Property); copies of contracts; necessary permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord; and any security for performance that is reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent reasonably necessary to avoid disruption to the occupants of the Building, shall have the right to designate the time when Alterations may be performed. Upon completion, Tenant shall furnish "as-built" plans, if any, completion affidavits, full and final waivers of lien and receipted bills covering all labor and materials. Landlord's approval of an Alteration shall not be a

AMCO

FEB 23 2021

AMCO Received 11/19/20

representation by Landlord that the Alteration complies with Applicable Laws or will be adequate for Tenant's use.

17. TENANT TO KEEP PREMISES FREE OF LIENS. Tenant shall keep the Property, Building and Premises free from mechanics and other liens in connection with any work or service done or purportedly done by or for Tenant. Tenant shall indemnify, hold harmless and defend Landlord from any such liens. Such indemnity shall include, without limitation, all reasonable attorneys' fees and costs incurred by Landlord due to the filing of such liens or notice thereof. In the event Tenant contests the lien, Tenant shall as security give to Landlord to ensure payment thereof, and prevent any sale, foreclosure or forfeiture of the Premises or improvement thereon, an appropriate surety bond in favor of Landlord, written by a corporation qualified to do business in the State of Alaska, in an amount equal to one hundred fifty percent (150%) of the amount of the lien or liens in question. In the event that Tenant, within thirty (30) days following the imposition of any such lien, shall not cause such lien to be released of record by payment or posting of a surety bond, in addition to all other remedies of Landlord provided herein and by law and in equity, Landlord shall have the right (but not the obligation) to cause the same to be released by such means as it shall deem proper, including bonding or payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith, including reasonable attorneys' fees and costs, shall be payable to Landlord by Tenant with interest at the rate of ten and one-half percent (10.5%) per annum as Additional Rent. Landlord shall have the right at all times to give notice or to post and keep posted on Premises any notice permitted or required by law which Landlord shall deem proper for the protection of Landlord and the Premises or any other party having an interest therein from mechanic's and materialmen's liens. Tenant shall give written notice to Landlord at least ten (10) business days prior to the commencement of any work relating to alterations or additions to the Premises and shall post the Premises giving all such persons notice of Landlord's nonliability for work performed or materials supplied. Failure to provide Landlord such notice or post the Premises shall be deemed a breach of this Lease.

18. LIABILITY. Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the Premises by Tenant nor for any loss or damage of whatsoever kind or by whomsoever caused, to personal property, documents, records, monies or goods of Tenant or to anyone in or about the Building, unless caused by the negligence of Landlord, its agents or employees.

Tenant agrees to defend, indemnify and hold harmless Landlord and Landlord's officers, directors, members, shareholders, partners, lenders, agents and employees (the "Landlord Related Parties") from any and all claims for damages, including personal injuries and property damage, arising out of or resulting from Tenant's use of the Property, Building or Premises or use of the same by Tenant's employees, agents, contractors or the public during the Term (or any holdover), except for damages arising from the sole negligence or willful acts of Landlord or any of the Landlord Related Parties. The obligations of Tenant in this Section 18 shall survive the expiration or early termination of this Lease.

AMCO
FEB 23 2021

AMCO Received 11/19/20

19. DAMAGE TO PREMISES

(a) **Untenanable - Permanent.** If the Property, Premises, the Building, or any portion thereof shall be damaged by fire or other cause so as to render the Premises wholly untenantable, and if such damage shall be so great that a licensed architect as selected by Landlord shall certify within thirty (30) days after date of such occurrence in writing to Landlord and Tenant that the Premises, with the exercise of reasonable diligence, cannot be made fit for occupancy within one hundred eighty (180) days from the happening thereof, then either party shall have the right to terminate this Lease by giving written notice to the other of such election within ten (10) days after receipt of the architect's estimate, and Tenant thereupon shall surrender to Landlord the Premises and all interest therein as granted hereunder, and Landlord may re-enter and take possession of the Premises and remove Tenant therefrom. In the event of such termination, Tenant shall pay all Rent duly apportioned up to the time of the event causing such damage and all Rent due hereunder subsequent to such event shall be abated. Tenant, however, shall not have the right to terminate this Lease under this Section 19(a) if the fire or casualty was caused by the negligence or intentional misconduct of Tenant, or any of Tenant's agents, employees, transferees, contractors or licensees.

(b) **Untenanable - Temporary.** If, however, the damage shall be such that such architect shall certify within thirty (30) days after the date of such occurrence that the Premises can be made tenantable within one hundred eighty (180) days after such certification, then Landlord shall repair the damage with all reasonable speed with no Rent accruing while the same is untenable. If the Premises, without the fault of Tenant, shall be damaged by fire or other casualty, but not so as to render the same untenantable, Landlord, after receiving notice in writing of the casualty, shall cause the damage to be repaired with reasonable promptness and, in such event, there shall be an abatement of the Rent from the date of the occurrence of the damage until the Premises have been made tenantable; however, in any event, there shall be no abatement in Rent if all or any portion of the Premises is unusable for a period of three (3) days or lI.

(c) **Negligence of Tenant.** If the fire or other casualty causing damage to the Property, Building or Premises shall have been caused by the misconduct of Tenant, its agents, servants or employees or of any other person entering the Premises under expressed or implied invitation of Tenant, such damage shall be repaired by Landlord at the expense of Tenant and, in such event, there shall be no abatement of Rent.

20. CONDEMNATION. Tenant agrees that if the Property or the Building, or any part thereof, shall be taken or condemned for public or quasi-public use or purpose by a competent authority, Tenant shall have no claim against Landlord and shall not have any claim or rights to any portion of the amount that may be awarded to Landlord as damages or paid as a result of any such condemnation. However, Tenant may file a separate claim at its sole cost and expense for Tenant's property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord. Upon such condemnation or taking, this Lease shall terminate from the date of such taking or condemnation and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. When used in this Section 20, (a) "taking" or "condemnation" shall be defined to include, without limitation, any conveyance made in lieu of condemnation; and (b) "date of taking" shall be defined

AMCO
FEB 23 2021
AMCO Received 11/19/20

as the date on which possession of the Premises, or any portion thereof, passes to the condemning authority. If this Lease is terminated pursuant to this Section 20, only the rights and obligations of the parties hereunder after the date of the taking shall be terminated; the rights and obligations of the parties hereunder that have accrued prior to the date of the taking shall survive.

21. NOTICES. Any and all notices required or permitted under this Lease, unless otherwise specified in writing in accordance with this Section 21 by the party changing its address, shall be as follows:

If to Landlord: Tudor Investors, LLC
3801 Centerpoint Drive, Suite 101
Anchorage, AK 99503
Attn: Marc Dunne or Carl Kuhn
907-229-5525 or 907-301-1155

If to Tenant: Yu Beauty Lounge
510 West Tudor Road
Anchorage, AK 99503
Attn: Mechelle South
907-350-8124

All notices sent to a party shall be either hand delivered to such party; sent by United States certified mail, return receipt requested, provided that the sender receives a machine-generated confirmation or other written confirmation of delivery. The parties may agree in writing to other or different means of giving notice. Notices shall be effective when delivered, if delivered by hand; two (2) days after deposit in the United States mail, if mailed; and, upon receipt of confirmation, if faxed.

22. DEFAULT AND REMEDIES.

(a) **Tenant Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(i) The vacating or abandonment of the Premises by Tenant. For purposes hereof, "vacating" or "abandonment" shall occur when Tenant abandons or vacates all or any portion of the Premises for (1) thirty (30) consecutive days or more, or (2) forty-five (45) or more days in any ninety (90)-day period. An abandonment or vacation shall be considered a default by Tenant with no right to cure.

(ii) The failure by Tenant to make any payment of Rent or other monetary payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.

AMCO
FEB 23 2021
AMCO Received 11/19/20

(iii) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than to make payments as required by this Lease, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be in default if Tenant commences such cure within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

(iv) Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors or admits in writing its liability to pay debts when due.

(b) **Landlord Remedies.** In the event of any default or breach of Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting any other right or remedy of Landlord, proceed as follows:

(i) Without terminating this Lease, re-enter and take possession of the Premises or any part thereof and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove the effects of both or either by any lawful means without being deemed guilty in trespass or of forcible entry and detainer and without prejudice to any remedies for arrears of Rent or proceeding breach of covenants. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, any real estate commission actually paid, the worth at the time of the unpaid Rent for the balance of the Term to the extent that the Premises remains vacant and the Landlord suffers and that portion of the leasing sums payable including Tenant's proportionate share of any Additional Rent as set forth in this Lease. Such damages shall bear interest from the date due at the rate of ten and one-half percent (10.5%) per annum until paid.

(ii) Terminate this Lease by express notice to that effect.

(iii) Pursue any other remedy now or hereafter available to Landlord in equity or at law.

(iv) Should Landlord elect to re-enter as above provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law or otherwise, Landlord may from time to time, without terminating this Lease or Tenant's obligations to pay Rent hereunder, relet the Premises or any part thereof for such terms, at such rentals, and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises, all at Tenant's expense. No such re-entry or taking of possession shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such expressed intention is given to Tenant.

23. RECORDING LEASE PROHIBITED. Tenant shall not record this Lease or a short form memorandum hereof without the prior written consent of Landlord. Upon Landlord's

FEB 23 2021
AMCO Received 11/19/20

reasonable request, Tenant agrees to execute a short form memorandum of this Lease for recording purposes.

24. PREVAILING PARTY IN LEGAL PROCEEDINGS. In the event any action or appeal is commenced for any breach of any covenant, condition or agreement herein contained, the prevailing party in such action shall be entitled to receive all costs and costs of appeal incurred in such action, including without limitation, all reasonable attorneys' fees.

25. SURRENDER OF LEASE. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

26. WAIVER. The waiver by Landlord of or the failure of Landlord to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition herein contained.

27. TIME OF ESSENCE. Time is of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

28. SEVERABILITY. If any clause or provision of this Lease is or becomes illegal, invalid or unenforceable because of present or future laws or any regulation or any governmental body or entity, effective during its terms, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such invalidity is essential to the rights of both parties in which event Landlord has the right to terminate this Lease on written notice to Tenant.

29. SURRENDER; HOLDING OVER. At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's personal property from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear excepted. In the event Tenant fails to return the Premises in accordance with the terms of, and in the condition required by, this Lease, Landlord may restore the Premises to such condition and Tenant shall reimburse Landlord for the cost thereof within fifteen (15) days of receipt of an invoice therefor. If Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises after the termination or expiration shall be that of a tenancy at sufferance. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred twenty percent (125%) of the greater of: (a) the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover; or (b) the fair market gross rental for the Premises as reasonably determined by Landlord. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Premises to a new tenant, or to perform

AMCO
FEB 23 2021
AMCO Received 11/19/20

improvements for a new tenant, as a result of Tenant's holdover and Tenant fails to vacate the Premises within fifteen (15) days after Landlord notifies Tenant of Landlord's inability to deliver possession, or perform improvements, Tenant shall be liable to Landlord for all damages, including, without limitation, consequential damages, that Landlord suffers from the holdover.

30. LICENSEE RELATIONSHIP. Tenant and Landlord acknowledge: (a) Marc Dunne, a real estate licensee at Jack White Commercial ("Dunne") is representing the Landlord, provided specific assistance to the Tenant and is an owner of the Property; and (b) Carl Kuhn, a real estate licensee at Jack White Commercial ("Kuhn" and, together with Dunne, collectively, "Landlord's Licensee"), is representing the Landlord exclusively and is an owner of the Property. Each party represents to the other that it has engaged no other broker or licensee and received no other assistance in connection with the negotiations leading to this Lease other than has been disclosed in this paragraph, and each party acknowledges that Landlord shall pay the brokerage fee. Tenant shall indemnify, defend and hold harmless Landlord from all claims of a broker or licensee claiming to have represented Tenant in connection with this Lease. Landlord shall indemnify, defend and hold harmless Tenant from all claims of a broker or licensee other than Landlord's Licensee claiming to have represented Landlord in connection with this Lease. Landlord and Tenant acknowledge receiving a copy of the Alaska Real Estate Commission Consumer Disclosure and the Conflict of Interest Disclosure.

31. INTEGRATED AGREEMENT. This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Lease or the simultaneous writings heretofore referred to. All prior understandings, terms or conditions are deemed merged in this Lease.

32. PERSONAL GUARANTY. On the Effective Date, Mechelle South ("Guarantor") shall personally guarantee to Landlord the full and prompt payment, when due, of all Rent and all other monetary obligations of Tenant under the Lease the financial obligations of Tenant to Landlord.

[SIGNATURE PAGE FOLLOWS]

AMCO
FEB 23 2021
AMCO Received 11/19/20

LANDLORD: **TUDOR INVESTORS, LLC**

By: MARC DUNNO

Its: Managing Member

Date: 3-2-20

TENANT: **STYLE BY DESIGN, INC.**

By: Mechelle South

Mechelle South

Date: 3/2/20

PERSONAL GUARANTOR:

MECHELLE SOUTH

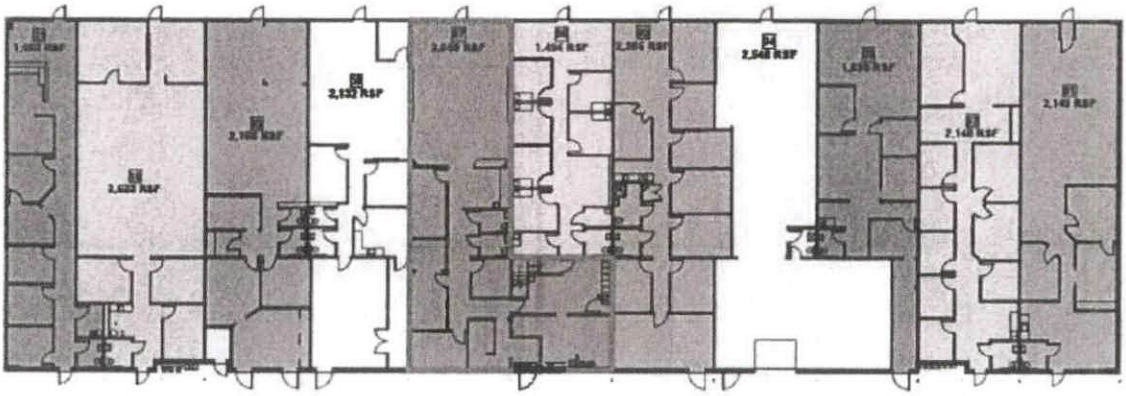
Date: Mechelle South

AMCO

FEB 23 2021

AMCO Received 11/19/20

EXHIBIT A
PREMISES



AMCO

FEB 23 2021

AMCO Received 11/19/20