COMMERCIAL LEASE AGREEMENT

This *Commercial Lease Agreement* (hereinafter the "Agreement") is entered into between Kisha Smaw, owner of the premise located at 6511 Arctic Spur Rd., Anchorage, Alaska (hereinafter the "Lessor") and Eden Management Group, LLC (hereinafter the "Lessee").

ARTICLE I

1.1 **Term.** The term of this lease shall be for Five (5) years, renewable at the option of the parties to this Agreement. The term shall begin as of the date of execution of this Agreement.

1.2 **Option to Renew.** If Lessee is not in default hereunder, Lessee, at its option, may obtain one (1) renewal "Extension Term" of this Agreement for a further term of three (3) years and upon the terms and conditions herein stated. Lessee shall exercise this option to renew by giving Lessor written notice of intention to renew not less than 60 days prior to the expiration of the original term.

1.3 **Written Agreement.** Should the term of this lease pursuant to this Agreement be renewed on any other basis than a year-to-year basis as provided in Paragraph 1.2, the renewed lease shall be in writing and appended to this Agreement.

1.4 **First Right of Refusal.** Lessee shall have an ongoing, and exclusive right of first refusal (herein after referred to as "Right of First Refusal") to lease or purchase the Premises. The Right of First Refusal shall be exercisable by Lessee only if: [i] Lessee is not then in default of its obligations under this Lease and the term of the Lease (including any Extension Term) has not expired; and (ii) no event of default by Lessee under this Lease then exists and is continuing beyond the expiration of any notice and cure periods applicable thereto under the Lease, as of the date of submission of the Offer.

1.5 **Offer to lease from third party.** Prior to unconditionally accepting a bona fide offer (the "Offer") from a prospective tenant to lease or purchase all or any part of the Premise at the end of the lease term. Lessor shall give Lessee written notice of same setting forth all of the material terms and conditions of such Offer (the "Offer Notice"). Lessee shall have Thirty (30) business days after receipt of the Offer Notice to exercise the Right of First Refusal by written notice to Lessor of its intent to exercise and Seven (7) additional days to provide proof of funds after Lessor receives Notice of Lessor's intent to exercise Right of First Refusal from Lessee. If Lessor exercises the Right of First Refusal, Lessee shall be required to lease or purchase all of the Premise that is the subject of the Offer on the same terms as set forth in the offer. If Lessee fails to notify Lessor of its election within the aforesaid Thirty (30) business day period, Lessee shall be deemed to have waived the Right of First Refusal with respect to the Offer.

ARTICLE II

2.1 **Property.** The property to be leased by Lessor to Lessee is owned by Lessor, and is an office/warehouse, more particularly described as at: 6511 Arctic Spur Rd., Anchorage, AK. (hereinafter referred to as "Premises" or "Property"). Lessor shall lease to Lessee all real property and improvements contained thereon to Lessee at this location.

ARTICLE III

3.1 **Payments.** Rent shall be abated, due to the startup nature of Lessee's business venture, until Lessee's business is licensed by the State of Alaska and local government and has commenced revenue-generating operations. All amounts due and payable under this Agreement from Lessee to Lessor shall be comprised of Seven Thousand Three Hundred and Seventy-One dollars per month ($7371.00), which shall be good and valuable consideration for and in exchange for the responsibilities and obligations under this lease and may be modified or more specifically delineated in an amendment to this Lease, as agreed to in writing by the parties.

3.2 **Utilities:** Lessee will be responsible for all utility payments for the leased property to include, electric, natural gas, refuse, sewer & water, security, telephone, internet, snow plowing, as required for lessee's business operation. This lease does not anticipate any common or shared Utilities or any utility cost that will be the Lessor responsibility.

3.3 **Payments Due.** All payments due from Lessee to Lessor shall be made no later than the fifth day of the month. Thereafter, payments received after the 5th day of the month shall be deemed late and subject to a Five (5) percent late fee, which may be waived at Lessor's option.

ARTICLE IV

4.1 **Covenants.** Lessor hereby covenants to Lessee that the property to be leased under this Agreement is in reasonably good condition and suited for the purpose for which it was built. Lessor shall not prohibit lessee from peaceably using and enjoying the property.

4.2 **Repairs.** Lessee accepts the property under this Agreement as-is and hereby assumes responsibility for all costs associated with maintenance and repairs to the property, with the exception of structural damage and necessary repairs, which shall be Lessor's obligation to maintain. Lessor shall be responsible for remediation of any environmental, soil, or other site conditions. Lessee shall not be responsible for any soil, environmental, or other site conditions that were pre-existed Lessee's occupancy of the Property.

ARTICLE V

5.1 **Termination.** Should Lessee or Lessor desire to terminate the lease under this Agreement prior to the expiration of the lease term, for any reason, then the terminating party must give no less than 3 months' notice, in writing, to the non-terminating party. Nothing in this section 5.1 releases either party from the obligations and responsibilities under this Agreement if termination is prior to end of lease term.

5.2 **Notice.** Notice, whether required by Paragraph 5.1 or for any other reason, shall be given in writing addressed to the parties' respective addresses listed in the signature block of this Agreement. Notice given via electronic mail shall be sufficient under this Agreement.

5.3 **Early Termination.** In the event Lessee, despite commercially reasonable efforts and at no fault of its own, is unable to obtain the necessary Alaska state license and municipal special land use permit approvals needed to implement their business plan [or there are changes in Alaska state or municipal law that make the business of Tenant illegal or a change in federal enforcement policy], Lessee may, at Lessee's election, be released from the terms of the Lease. In such event Lessor shall retain, as liquidated damages all payments and deposits paid by or on behalf of Lessee. Lessor and Lessee acknowledge that Lessor's damages in such an event are difficult to precisely measure, but that said sum is a reasonable approximation of those damages. This release and liquidated damages provision is not applicable in any circumstances other than those expressly set forth in this paragraph.

ARTICLE VI

6.1 **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Alaska.

6.2 **Amendments.** This Agreement may be amended when determined necessary and through written agreement between Lessor and Lessee.

6.3 **Severability.** If any provision of this Agreement is determined invalid, illegal or unenforceable, the remaining provisions shall be fully enforceable and binding.

6.4 **Assignment**. This Agreement shall not be assignable by Lessee nor shall Lessee be allowed to sublease to any person or entity, absent written consent from Lessor and so long as any assignment or sublease is otherwise in compliance with all applicable laws and regulations.

6.5 **Dispute**. Should any dispute arise under this Agreement, the parties hereby affirm that they will engage in good faith and informal discussions to resolve any such dispute. Should any good faith and informal discussions fail to resolve any dispute, then any party to this Agreement shall have the right to seek resolution in a court of law possessing jurisdiction over the parties and subject matter of this agreement. Any award of attorneys fees to the prevailing party shall be in accordance with any applicable law, rule or regulation.

SIGNATURES:

KISHA SMAW, Owner and Lessor

Signed: Kisha Smaw, Lessor

4308 Birch Run Drive, Anchorage, AK 99507
Address

07/22/2016
Date

EDEN MANAGEMENT GROUP, LLC - LESSEE

Signed: Lloyd Stiassny, Owner and Member Manager

PO Box 90171, Anchorage, AK 99517
Address

07/22/2016
Date