550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Enlighten Alaska, LLC	**License Number:**	10021		
License Type:	Retail Marijuana Store				
Doing Business As:	ENLIGHTEN ALASKA, LLC				
Physical Address:	2600 Spenard Road				
City:	Anchorage	**State:**	AK	**Zip Code:**	99503 - 8934
Designated Licensee:	Jane B. Stinson				
Email Address:	janebstinson@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Proof of Possession of Proposed Premises

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

SUBLEASE AGREEMENT

EFFECTIVE DATE: **June 10, 2016**

LANDLORD: **William Perkins**

TENANT/SUBLESSOR: **Jane Stinson;**
Leah Levinton; and
Evan Levinton.

SUBTENANT: **Enlighten Alaska, LLC**

LEASED PREMISES: **2600 Spenard Rd., Anchorage, AK 99503**

Recitals

The parties acknowledge that the following recitals are true and correct and are a material part of this Sublease Agreement (this "Sublease"):

A. William Perkins ("Landlord") owns that certain commercial real property located at 2600 Spenard Rd., Anchorage, Alaska 99503 (the "Premises"), and leases the Premises to Jane Stinson, Leah Levinton, and Evan Levinton (collectively, "Tenant" and "Sublessor") pursuant to that certain Business Premises Lease Agreement dated February 15, 2016 (the "Master Lease").

B. Tenant desires to sublet the Premises to Enlighten Alaska, LLC ("Subtenant") as set forth herein.

Agreement

NOW, THEREFORE, in consideration of the acknowledgments, representations, warranties, and covenants of the parties stated herein, this Sublease is entered into as of the 10 day of June, 2016 (the "Effective Date"), between Landlord, Tenant, and Subtenant (collectively, the "Parties" or each "Party"). The Parties hereby mutually agree as follows:

1. Incorporation of Recitals; Capitalized Terms. The recitals set forth above are deemed to be true and accurate in all respects and are hereby incorporated into this Sublease by this reference. Capitalized terms used in this Sublease shall have the same meanings as ascribed to them in the Master Lease unless otherwise expressly defined herein.

2. Acceptance; Master Lease. Subtenant accepts the Sublease, assumes any and all liabilities, and agrees to perform, pay, and discharge in full when due all of Sublessor's obligations associated with or related to the Premises. In addition to the provisions set forth herein, the Subtenant agrees to be bound by all of the terms and conditions of the Master Lease, and assumes all rights delineated therein. The Master Lease is attached to this Sublease at **Exhibit "A"** and is hereby incorporated in its entirety by this reference. No representation that is not included here or in the Master Lease shall be binding upon the Parties.

3. Leased Premises. Sublessor lets and leases to Subtenant, and Subtenant leases and takes from Sublessor, those certain business premises situated in the Anchorage Recorded District, Third Judicial District, State of Alaska, more particularly described as: 2600 Spenard Rd., Anchorage, Alaska, 99503.

4. Term. The term of this Sublease (the "Term") will be for a period of 55 months, commencing on June 10, 2016 and ending on January 31, 2021 (the "Term End Date").

5. Termination of Master Lease. If Sublessor terminates tenancy in the Premises under the Master Lease, Sublessor will provide thirty (30) days' written notice to Subtenant. Subtenant agrees that if the Master

Lease is terminated for any reason, this Sublease will terminate as of the same date.

6. Indemnification. Subtenant agrees to indemnify, defend, and hold harmless Sublessor from and against any and all losses, costs, damages, expenses, claims, suits, or demands (including reasonable attorneys' fees) arising from any liability or obligation of Subtenant, including any act, omission, or negligence of Subtenant, it's contractors, licensees, agents, servants, customers, visitors, or employees, assumed under this Sublease or arising after the date hereof in connection with the Premises. Sublessor agrees to indemnify, defend, and hold harmless Subtenant from and against any and all losses, costs, damages, expenses, claims, suits, or demands (including reasonable attorneys' fees) arising from any liability or obligation of Sublessor, including any act, omission, or negligence of Sublessor, it's contractors, licensees, agents, servants, customers, visitors, or employees, assumed under the Master Lease and arising prior to the date hereof in connection with the Premises.

7. Authorization. Sublessor consents to and irrevocably authorizes and directs Landlord, and all consultants and vendors who prepared any part of the Premises, and all successors, to recognize Subtenant as the holder of such Premises upon demand and notice from Subtenant of its right to utilize the Premises.

8. Additional Acts. Sublessor agrees to perform, execute, and/or deliver (or to cause the completion thereof) any additional documents and/or assurances that Subtenant may reasonably request to insure, service, secure, or perfect Subtenant's interest in the Premises by this Sublease or to otherwise fully and effectively carry out the intent and purpose of this Sublease.

9. Severability. If any one or more of the provisions of this Sublease, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions, and the application of such provisions, shall not be affected thereby.

10. Rent. Subtenant agrees to pay rent as follows:

June 10, 2016 through January 31, 2017	$3,000/month
February 1, 2017 through January 31, 2018	$3,000/month
February 1, 2018 through January 31, 2019	$4,500/month
February 1, 2019 through January 31, 2020	$5,500/month
February 1, 2020 through Term End Date	$6,500/month

Subtenant agrees to pay rent for each month in advance on or before the first day of the month. Subtenant acknowledges and agrees to be bound by all other payment-related provisions set forth in the Master Lease, including without limitation those provisions concerning payment method, late payments, non-payments, late charges, and payment-related notices and default. All payments shall be submitted by Subtenant directly to Landlord using one of the approved methods delineated in the Master Lease, or as mutually agreed to by the Parties from time to time with written notice.

11. Security Deposit. Sublessor paid to Landlord a security deposit in the total amount of three thousand dollars ($3,000.00) upon execution of the Master Lease. By accepting this Sublease, Subtenant agrees to reimburse Sublessor for such security deposit, and shall tender the sum of three thousand dollars ($3,000.00) to Sublessor upon execution hereof. Landlord shall retain the original security deposit to be held to assure payment of further rent and as security against any default or breach of this Sublease by Subtenant. Subtenant agrees and accepts the terms, conditions, and obligations with respect to such security deposit as set forth in the Master Lease, and agrees to be bound by all such provisions. Nothing contained herein is intended, nor shall it, restrict or expand Landlord's rights and obligations concerning such security deposit. Upon execution of the Sublease and payment in accordance with this section, Sublessor shall have no further right or entitlement to any funds held by Landlord as security for the Sublease. Accordingly, Sublessor agrees to perform, execute, and/or deliver (or to cause the completion thereof) any additional documents and/or assurances that Subtenant may reasonably request to secure Subtenant's interest in the security deposit funds held by Landlord, or any successor in interest, or to otherwise fully and effectively carry out the intent and purpose of this section.

12. Utilities; Services. Subtenant accepts and assumes all liabilities and agrees to perform, pay, and discharge in full when due all of Sublessor's obligations associated with, or related to, the utilities servicing the Premises which are designated as Tenant's responsibility under the Master Lease. These utilities shall include: (1) electricity; (2) snow removal of sidewalk; (3) parking lot cleaning for front and back of Subtenant's store; and (4) all utilities and services required to run Subtenant's business, with the exception of the utilities and services specifically delineated as the Landlord's responsibility in the Master Lease. Landlord shall retain responsibility to pay for all water and sewer expenses, trash disposal, snow removal for the parking lot, property taxes, and heat (gas). This section is neither intended to, nor shall it, restrict or expand the utility and service responsibility of Landlord with respect to the Premises.

Subtenant shall be responsible for assuming ownership and payment with any utility services initiated on the Premises prior to the execution of this Sublease, including transferring all accounts into Subtenant's name and paying all necessary deposits and service charges. Sublessor consents to and irrevocably authorizes and directs all utility service providers, representatives, consultants, suppliers, and vendors, and their successors, to recognize Subtenant as the holder of such Premises upon demand and notice from Subtenant of Subtenant's right to utilize the Premises and authority to direct the utility service. Subtenant may at its discretion change or modify the utility services within its responsibility so long as such change or modification does not unreasonably impair or alter the rights of Landlord or other tenants with respect to this section.

13. Insurance; Maintenance; Additions; Alterations; Improvements. Subtenant agrees and assumes all of the rights, conditions, obligations, and responsibilities of Sublessor with regard to any and all insurance, maintenance, additions, alterations, and improvements to the Premises during the Term, as set forth in the Master Lease. Upon execution of this Sublease, Sublessor is released from its rights and obligations thereto, and Subtenant agrees to indemnify, defend, and hold harmless Sublessor from and against any and all losses, costs, damages, expenses, claims, suits, or demands (including reasonable attorneys' fees) arising from any liability or obligation of Subtenant and arising after the date hereof in connection with the insurance, maintenance, additions, alterations, and improvement of the Premises. Sublessor agrees to indemnify, defend, and hold harmless Subtenant from and against any and all losses, costs, damages, expenses, claims, suits, or demands (including reasonable attorneys' fees) arising from any liability or obligation of Subtenant and arising after the execution of the Master Lease but prior to the date hereof in connection with the insurance, maintenance, additions, alterations, and improvement of the Premises.

14. Use of the Premises; License Fees; Taxes. Subtenant acknowledges the rights, obligations, and conditions delineated in the Master Lease with respect to use of the Premises, and hereby agrees to be bound by such. Any violation of the standards, laws, statutes, ordinances, rules, or regulations, as detailed in the Master Lease, shall constitute a default under the terms of this Sublease. Subtenant shall assume any and all license or excise fees and occupation taxes covering businesses conducted in, on or about the Premises, and any sales taxes which may become due and payment on rentals hereunder arising after the date of this Sublease.

15. Notices. All notices required under the terms of this Sublease or by law shall be prepared in accordance with the terms and conditions of the Master Lease, and delivered to the appropriate party at the address specified hereafter or such other address may be designated in writing from time to time.

16. Neighborhood Responsibility Plan. Subtenant will prepare and attach a revised Neighborhood Responsibility Plan in accordance with the provisions of the Master Lease in the event that such plan would differ substantially from that which was prepared by Sublessor.

17. State License. In the event Subtenant is unable to secure a marijuana establishment license from both the State of Alaska and the Municipality of Anchorage, Subtenant shall have the option to pay to Landlord an amount equal to three (3) months rent as a "breakage fee" and shall be released from the agreements and responsibilities of this Sublease once written notice and payment are received.

18. Conflict; Entire Agreement; Modification. Except as modified by this Sublease, the Master

Lease remains in full force and effect and is hereby ratified and affirmed by the Parties. The Master Lease and Sublease evidence the entire agreement among the Parties regarding the subject matter hereof, and supersede all other prior or contemporaneous agreements, oral or written, not included herein. In the event of any conflict between the terms of the Master Lease and the terms of this Sublease, the terms of this Sublease shall govern and control. No modification of this Sublease shall be effective unless in writing and signed by Landlord, Tenant, and Subtenant, or their duly authorized representatives.

19. Authority; Execution. Each person executing this Sublease warrants that such person is duly authorized to do so on behalf of the Party for whom the person signs. This document may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Tenant, and Subtenant have executed this Sublease as of the Effective Date.

TENANT/SUBLESSOR:

JANE STINSON, an individual

By: _____
Jane Stinson, Individually

Address:
9130 Jupiter Drive
Anchorage, AK 99507
Phone: 907.301.2428
Email: janetstinson@gmail.com

LEAH LEVINTON, an individual

By: _____
Leah Levinton, Individually

Address:
3734 McCain Loop
Anchorage, AK 99503
Phone: 907.717.9889
Email: leah.levinton@gmail.com

EVAN LEVINTON, an individual

By: _____
Evan Levinton, Individually

Address:
3011 Lois Drive
Anchorage, AK 99507
Phone: (907) 748-0989
Email: evanlevinton@gmail.com

SUBTENANT:

ENLIGHTEN ALASKA, LLC, an Alaska limited liability company

By: _____

Name: Jane Stinson
Its: Founder

Address:
9130 Jupiter Dr.
Anchorage, AK 99507
Phone: 907.301.2428
Email: janetstinson@gmail.com

LANDLORD CONSENT TO SUBLEASE

This consent to sublease is entered on 04/18/2016 between William Perkins hereinafter referred to as Landlord and Jane Stinson, Leah Levinton, and Evan Levinton, hereinafter referred to as Tenants regarding premises of Landlord located at 2600 Spenard Rd,. Anchorage Alaska, 99503 and leased to Tenants under a lease dated February 13, 2016 and the term to expire on January 31, 2021.

1) Permission is hereby granted to Tenants to sublease the above described premised to Enlighten Alaska, which is owned by Tenants, for a term beginning on 04/18/2016 and ending on January 31, 2021.

2) Any and all subtenants shall be required to conform to all obligations and covenants of the Tenants as set forth in the above-described lease, all provisions of said lease remaining in full force and effect for the entire term of the sublease.

3) In the event legal action is required to enforce any prevision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

4) This permission to sublease in no way releases the above-named Tenants from any obligation, responsibility or duty of the Tenants as set forth in the above-described lease.

5) The sole purpose of this sublease is for the tenants to be able to meet the conditions set forth by State and City Authorities in licensing the cannabis business.

6) This sublease can not be transferred to any other parties.

Landlord, William Perkins 4/23/16

Tenant, Jane Stinson 4.20.16

Tenant, Leah Levinton 4/20/16

Tenant, Evan Levinton 4/20/16

EXHIBIT "A"

Master Lease

2600 Spenard Rd. Business Premises Lease

Lease agreement made effective on February 13, 2016 by and between William Perkins, hereafter referred to as "Landlord" and Jane Stinson, Leah Levinton and Evan Levinton, DBA, Enlighten Alaska, LLC, hereafter referred to as "Tenant." Tenant and Landlord collectively referred to as the "Parties."

In consideration of acts performed and to be performed, mutual promises made and exchange, monies paid and other good and valuable considerations, receipt of which is hereby acknowledged, and parties agree as follows:

1. LEASED PREMISES. Landlord lets and leases to Tenants, and Tenants leases and takes from landlord, those certain business premises situated in the Anchorage Recorded District, Third Judicial District, State of Alaska, more particularly described as: 2600 Spenard Rd. Anchorage Alaska, 99503.

2. TERM of LEASE. The term of this lease shall be five (5) years.

3. RENT. As rent, tenant agrees to pay landlord the following:

February 1, 2016 –January 31, 2017	$3,000/month
February 1, 2017 –January 31, 2018	$3,000/month
February 1, 2018 –January 31, 2019	$4,950/month
February 1, 2019 –January 31, 2020	$5,500/month
February 1, 2020 –January 31, 2021	$6,500/month

Rent is to be wired to the Dearborn County Savings and Loan, Lawrenceburg, Indiana or whatever address given to tenant by landlord, or direct deposit through the tenant's bank.

The rent for each month shall be paid in advance on or before the first day of the month. Tenant acknowledges that late payment by tenant will cause landlord to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain. Such cost include, but are not limited to, processing and accounting charges, legal fees, and late charges which may be imposed upon landlord by terms of any deed of trust covering the lease premises. Accordingly, if any installment of rent or any sum due from tenant shall not be received by landlord within seven days (7) days from the due date, tenant shall pay to landlord a late charge equal to five (5) percent of the due amount. Any failure by tenant to make a timely rental payment, i.e., rental payment made within seven (7) after the due date, and landlord provides tenant notice of non-payment, if no response to notice is received by landlord within 72 hours, then the non-payment shall constitute a material default under this lease and the landlord shall have all the rights and remedies specified in this lease.

4. SECURITY DEPOSIT. On the execution of this lease, tenant shall pay landlord the sum equal the amount of rent, $3000, to be held as a security deposit to assure payment of further rent and as security against any default or breach of this lease by tenant. If tenant defaults with respects to any provision of this lease, including but not limited to the provisions relating to the payment of rent, landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for payment of any rent or any other sum in default, or for the payment of any amount which landlord may spend or become obligated to spend by reasons of tenant's default, or to compensate landlord for any other loss or damage which landlord may suffer by reasons of tenant's default. If any portion of said deposit is so used or applied. Tenant shall, within three (3) days after written demand therefore, deposit cash with landlord in an amount sufficient to restore the security deposit to its original amount, and tenant's failure to do so shall be a default under this lease. Landlord shall not be required to keep this security deposit separate from its general funds, and tenant shall not be entitled to interest on such deposit. If tenant shall fully and faithfully perform every provision of this lease, the security deposit or any balance thereof shall be returned to tenant (or at landlord's option, to the last assignee of tenant hereunder) following expiration of the lease term. In the event of termination of landlord's interest in this lease, landlord shall transfer said deposit to landlord's successor in interest and, in that event, landlord shall be released from all liability for the return of such

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security deposit to tenant.

7. UTILITIES AND SERVICES.
Responsibility for payment of utilities and services shall be as follows:

Landlord
Water and Sewer
Trash Disposal
Snow Removal for parking lot
Property taxes
Heat (gas)
Tenant
Electricity
Snow removal of sidewalk
Parking lot cleaning for front and back of own store.
All utilities and services required to run business, with the exception of utilities and services specifically delineated above, which are the sole responsibility of landlord. All cost associated with tenant's business.

Tenant shall be responsible for establishing the appropriate utility services in their name and for paying the deposits and service charges. Any requirement for services and utilities over and above those customarily used by light retail use shall be provided by tenant.

8. ADDITIONS, ALTERATIONS or IMPROVEMENTS TO PREMISES. Tenant shall not make any alterations, additions or improvements in or to the lease premises without first obtaining the express written consent of landlord. Landlord shall not unreasonably withhold requests for approval for tenant improvements, alterations or additions. Any such alterations, additions, or improvements approved by landlord shall be made at tenants expense; the landlord may require, as a condition of approval, that tenant agree to return the leased premises to their original condition before expiration of the term of this lease. In addition, landlord may require, as a condition for such approval, that tenant deposit with landlord sufficient security to protect landlord from any and all liens for materials or labor supplied to the leased premises and require tenant to furnish proof prior to the commencement of any work on the premises that the persons employed in connection with the work have workmen's compensation insurance and liability insurance sufficient, in landlord's sole and absolute discretion, to protect landlord from any liability in connection with the making of such alterations, additions or improvements. Notice is hereby given that landlord will not be responsible for payment for any labor or materials furnished to the premises at the tenant's request: and no mechanic's or material liens for such labor or materials shall attach to landlords interest of the lease premises.

9. MAINTENANCE of PREMISES. Landlord shall, at his own expense, maintain and keep in good repair foundations, exterior walls, (other than the windows and glass), roof, and other structural portions of the lease premises and all mechanical portions (heating, plumbing, electrical, etc.). Tenant shall, at his own expense, maintain the windows, glass, and interior of the lease premises at all times in good condition and repair, and shall commit no waste of any kind in, on or about the lease premises, nor create or suffer a nuisance. Tenant specifically acknowledges that it has inspected the premises prior to entering into lease and accepts the premises in their present condition without any further repairs or maintenance to be required of landlord. At the expiration of this lease, tenant shall surrender the lease premises to the landlord in good condition, normal wear and tear excepted; and shall pay for any and all damage to the lease premises, and it's apparatus or appurtenances, the building in which the lease premises are situate, and the personal property of landlord. If abnormal wear and tear or abuse or waste of the lease premises is found during the term of this lease, tenant shall, upon demand by land lord, immediately eliminate such abnormal wear and tear or abuse or waste and restore the lease premises to their condition at the beginning of his lease, normal wear and tear excepted.

10. USE OF PREMISES. Use of the leased premises by tenant is limited to business and commercial use, and the premises shall not be used for any other purpose without the express written consent of the landlord. Tenant agrees to comply with all municipal borough, state, and other governmental laws, statutes, ordinances, rules and regulations, including, but not limited to, zoning ordinances and health and safety and environmental regulations.

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Any violation of state and local laws, statutes, ordinances, rules, or regulations shall be a default under the terms of this lease. With respect to cannabis, tenant shall operate its establishment in a manner that respects the COLE Memorandum Priorities and shall not violate said priorities identified below:

- Preventing the distribution of marijuana to minors;
- Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
- Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;
- Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
- Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
- Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
- Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and
- Preventing marijuana possession or use on federal property.

Any violation of such laws, statutes, ordinances, rules or regulations shall be a default under the terms of this lease. Obey all federal laws as long as they don't interfere with tenants right to operate cannabis business.

11. CHANGE IN LAW. In the event state or federal law changes and the sale of cannabis from a state licensed facility becomes the target of federal prosecution or state prosecution, all parties to this lease will be released from the Agreement entirely. In this event, Landlord is entitled to the payment equal to 3 months lease.

12. RIGHT OF TERMINATION. Landlord has the right to terminate lease if certain changes occur in state, federal and local levels that may hurt landlord or building. Some of these changes may include, deferral intervention, changes in federal enforcement policy, forfeiture threats, federal enforcement (such as DEA raids, or DOJ criminal charges or administrative actions), nuisance prosecutions, IRS threats, loss of insurance, or threats of seizure. Landlord has the right to terminate lease agreement if these changes occur in Alaska.

13. NON-CONFORMANCE LETTER. Landlord has provided Tenant with a letter dated August 15, 2003 which is a nonconformance letter relating to parking spaces provided for the establishment. It is the tenant's responsibility to determine if anything in this letter will prevent them from securing a State of Alaska Marijuana License. If in the event that parking is a problem, then tenant is released from agreement, but shall pay 3 months rent.

14. STATE LICENSE. In the event tenant is unable to secure a marijuana establishment license from both the state of Alaska and Municipality of Anchorage, Tenant has the option to pay three (3) month rental amount as a lease breakage fee and shall be released from the agreements and responsibilities of this lease in the unlikely event this scenario occurs.

15. NEIGHBORHOOD RESPONSIBILITY PLAN. Tenant will conduct business in a professional manner. Tenant will attach a Neighborhood Responsibility Plan outlining agreements between the business and community to establish communication in order to avoid pitfalls and establish a process for working through challenges that may arise from time to time. Please see attached Neighborhood Responsibility Plan between Enlighten Alaska and Spenard Community Council.

16. PARKING. Tenants shall have the non- exclusive use of all of the parking area situated on the described premises. The space shall not be used for storage of materials nor shall any vehicle be parked there for storage. No one is to park in such a way as to restrict access to the rear doors. The parking lot will be closed between the hours of 3:30 AM and 6:00AM for the purpose of snow removal. Vehicles left on the premises for more than 72 hours may be towed at the owner's expense. Landlord has the right to close the parking lot for maintenance with advance notice to tenant. City of Anchorage may take away parking in front of the building and may or may not replace parking spots with other parking. Tenants understand that if this happens it in no way affects the terms of this lease.

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17. VEHICULAR INGRESS and EGRESS. Tenant shall have the right to use all means of common ingress and egress to the leased premises, but shall comply with all reasonable rules and regulations pertaining to the same which have been or may be imposed by landlord to control such means of ingress and egress.

18. LIENS and ENCUMBRANCES. Tenant and Landlord shall keep the property free and clear of all liens and encumbrances, including mechanics and material liens, mortgages and deeds of trust, arising or growing out of its use, improvements, additions, alterations or occupancy of the premises. Landlord may, at any responsible time, post upon the property such notices of non-responsibility for labor or materials supplied to the premises as it may deem fit. In the event the tenant permits or suffers any liens, including mechanics liens, material liens, and final judgment liens, in an aggregate amount of $1000 to accumulate upon the property, tenant agrees to notify landlord of all such liens, and landlord may require the posting of an acceptable bond,or other security acceptable to the courts of the state of Alaska, in the amount up to twice the aggregate amount of such liens. A failure to provide such security shall constitute a default under the terms of terms lease.

19. INDEMNIFICATION and INSURANCE. ***Indemnification.*** Tenant agrees to indemnify and save landlord harmless from and against any and all claims arising from any act, omission, or negligence of tenant, it's contractors, licensees, agents, servants, customers, visitors or employees, arising from any accident, injury or damage to any person or connection with any such claim or proceeding brought thereon, and tenant shall defend against such Tenant shall further indemnify landlord for any and all claims brought by any person, including employees of tenant, with respect to any obligation under safe place statures, or under laws, rules, acts or regulations pertaining to the safety of the premises, including the Federal Occupational Safety & Health Act (OSHA) and shall defend against such. Landlord shall not be liable to tenant or to any other persons for injury or to death of any person or for loss or damage to property, including tenant's property, occurring in, on or about the property from any cause whatsoever other than the negligence of the landlord, it's agents or employees.

Liability Insurance. Tenant shall maintain at its sole cost and expense policies of general public comprehensive liability insurance written by a responsible insurance company licensed to do business within the State of Alaska, sufficiently insuring landlord and tenant, and such other entities, person, firms or corporations as are designated by landlord, against liability for personal injury, death or property damage occurring on, in or about the property and the adjoining highways, roads or passageways. Such insurance shall afford protection in limits of not less than $1,000,000 per occurrence of general liability. Such policies name landlord as one of the insured and shall be non-cancellable as to landlord. Tenant shall furnish landlord with copies of all such policies or other acceptable evidence that such insurance is in effect. If at any time during the term of this lease or any extension hereof landlord shall reasonably determine that the amount of such coverage is not adequate, tenant shall increase the coverage to such an amount as landlord shall deem reasonably necessary.

Fire and Extended Coverage Insurance. Landlord shall keep and maintain fire and extended coverage insurance on the building in such amounts as it deems appropriate. Any increase in the premium (over that in effect prior to the commencement of this lease) resulting from the use of the premises by tenant shall be paid by tenant. Under this coverage, the loss, if any, shall be payable to landlord or any designated institutional lender named as beneficiary of a deed of trust or mortgage now or hereafter recorded upon this property. In the event of, tenant agrees to give immediate notice to landlord. Tenant shall indemnify and hold landlord harmless for any loss resulting from the negligence of tenant or its agents, employees, licenses or customers. Tenant shall maintain at its sole cost and expense fire and extended coverage insurance on any contents on or in the leased premises in such an amount as it deems appropriate, and shall indemnify and hold landlord harmless from any loss, regardless of the cause. Landlord and tenant hereby mutually waive all rights of recovery against each other for any loss from perils insured against under their respective insurance policies, including any extended coverage and endorsements thereto, to the extent of such insurance compensation; provided however, that this release and waiver shall be inapplicable if it would have the effect, but only to the extent that it would have the effect of invalidating any insurance coverage of landlord or tenant. Tenant shall remain liable for any loss to landlord in excess of such insurance caused by the negligence of tenant or its agents, employees, licenses, or customers.

20. EMINENT DOMAIN. If the premises shall be taken substantially in its entirety by right of eminent domain, this lease shall cease as of the date possession is taken by the condemning authority and the rent shall be paid

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through that date. If only part of the premises shall be taken, then the lease shall continue in effect with a reduction in rent in proportion to the amount of leased area taken. In either such event, all compensation for such taken shall belong exclusively to landlord.

20. FIRE and OTHER CASUALTY. In the event the premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render it untenable in whole or in a substantial part, the monthly rental shall be abated in the proportion of which the untenable portion of the premises bears to the whole of the premises. After the happening of any such casualty, tenant shall give landlord immediate written notice of such. In the event that the premises shall be destroyed or damaged by fire, earthquake or other casualty to such an extent that the sole and exclusive opinion of landlord it shall not be practicable, economical or desirable to rebuild or repair the property, then landlord shall have the option to terminate this lease by sending notice of its intension to do so to tenant. If landlord elects to continue this lease effect, it shall commence and prosecute with reasonable diligence any work necessary to restore or repair the premises, but, in any event, shall be required to perform such work only during regular working hours on regular work days. During the period the premises are being repaired, the monthly rent shall be abated in the proportion of which the untenable portion of the premises bears to the whole thereof.

21. BAR AGAINST ASSIGNMENT AND SUBLEASE. Tenant shall not assign, sublet or transfer all or any part of the premises without the prior written consent of the landlord; and any such assignment, sublease or transfer of any interest in the premises without such consent shall, at the sole and exclusive option by the landlord, void such interest. Landlord shall not unreasonably withhold consent. If the premises are occupied by anyone other than the tenant, landlord may collect rent from the occupant and apply the net amount collected to the rent herein reserved, but such action by landlord will neither waive this provision nor release tenant from any further performance under the terms of the lease. Consent once given by landlord to an assignment, transfer or sublease under this lease, or any interest therein, shall not bar landlord from afterwards refusing to consent to any further assignment, transfer or sublease.

22. PROHIBITION of INVOLUNTARY ASSIGNMENT; EFFECTS of BANKRUPTCY or INSOLVENCY. Neither this lease nor any interest of tenant in the premises shall be subject to involuntary assignment, transfer or sale by operation of law, nor in any other manner whatsoever; and any such attempt at involuntary assignment, transfer or sale shall have the effect of voiding the interest sought to be assigned, transferred or sold, and shall be of no other effect whatsoever. In the event tenant is adjudged insolvent, or make an assignment for the benefit of creditors, or if a receiver is appointed for a tenant with authority to take possession or control of the property or the business conducted thereon by tenant, and such receiver is not discharged within a period of thirty (30) days after its appointment, that event shall constitute a material breach of this lease by tenant and shall, at the sole and exclusive option of the landlord, and without the necessary of entry, notice, or other action by landlord, terminate this lease and all rights of tenant under this lease in and to the property, and terminate all rights of any and all persons claiming under tenant.

23. NON-WAVER of DEFAULT. Neither the acceptance of rent nor any other act or omission of landlord at any time after the happening of any event which would entitle landlord to terminate this lease or to declare tenant's interest hereunder forfeited, shall operate as a waiver of any past or future violation, breach default, or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive landlord of its rights to terminate or forfeit this lease or be constructed to at any future time stop landlord from promptly exercising any option, right or remedy that it may have under any term or provision of this lease.

24. HOLDING OVER. In the event that the tenant remains in possession of the premises after the expiration of the term of this lease, tenant shall be deemed to be occupying the premises as a month-month tenant, subject to all of the conditions, provisions, terms and obligations of this lease insofar as they may be applicable to a month-month tenant. Such tenancy may be terminated as provided for by the laws of the State of Alaska.

25. REMOVAL OF PROPERTY. In the event the landlord re-enters the premises following abandonment or other absence by tenant, or enters the premises for the purpose of re-renting the premises or retaking possession thereof, landlord shall have the right, but not the obligation, to remove any possessions left by the tenant and

moved to a place selected by landlord, including but not limited to private or public warehouse, at the expense and risk of the owners of such property. After such property has been stored for a period of thirty (30) days or more, landlord shall have the right to sell the stored property without notice to tenant. The proceeds of such sale shall be applied first to the cost of such sale, second to the payment of storage charges, third, to the payment of other sums of money which may be due to landlord from tenant under any of the terms hereof, and the balance, if any, to tenant.

26. ACCESS and INSPECTION. Landlord may enter the premises at all reasonable times during usual business hours for the inspection of the property, making improvements, or performing other work on the property. Landlord shall provide Tenants 48-hours advance notice prior to the requested date for access to the premises.

27. SUPORDINATION to OTHER PRIOR and FUTURE LIENS. Tenant's interest under this lease shall be subject any subordinate at all times to any deeds of trust or mortgage which now or hereafter may be alien or charge against the property, including but not limited to any deed of trust or mortgage which landlord may give for the purpose of financing any other building or improvement, whether it be upon the property upon which these premises are situated or not. Landlord also reserves the right to sell the premises and lease them back from the purchaser. Although no instrument or act by tenant shall be necessary to effectuate a subordination, tenant shall on request by landlord, execute and deliver such future instruments subordinating this lease to the deed of trust, mortgage or lease as may be desired by landlord or a mortgagee, trustee, or beneficiary, or as may be desired by landlord or mortgagee, trustee, or beneficiary, or as may be desired by landlord or a purchaser of the property who leases the property back to the landlord. Tenant hereby appoints landlord as his attorney-in-fact for the term of this lease to execute and deliver any such instruments for tenant and hereby declares this appointment to be irrevocable and coupled with an interest.

28. LICENSE FEES and TAXES. Tenant shall pay any and all license or excise fees and occupation taxes covering businesses conducted in, on or about the premises, and any sales taxes which may become due and payment on rentals hereunder. Landlord shall be responsible for paying all real property taxes or assessments levied against the premises. Upon reasonable request, Tenant shall furnish landlord with evidence of payment of personal property, withholding, or other taxes which, if unpaid, might lead to a lien upon the leasehold interest of tenant in the property.

29. DEFAULT. In the event that tenant should materially violate or breach or fail to perform any covenant, agreement, term or condition of this lease, including, but not limited to, failure to remit payment of rent, landlord may, at his sole and exclusive option, and in addition to any other rights and remedies it may have under the law: (a) terminate this lease; (b) re-enter upon the premises without terminating this lease and re-let the premises on behalf of the tenant; or (c) declare the full amount of the reserve rental payments immediately due and owing, leaving tenant the right to possess the premises for the remainder of the lease term.

A) Termination. In the event landlord elects to terminate the lease, tenant shall be liable for the payments and rents unpaid prior to the termination and for all expenses and other damages, both direct and consequential, suffered by landlord as a result of the early termination of the lease, irrespective of whether they were incurred before or after terminating the lease. Tenant shall also be liable for all unpaid rents up until such time as a suitable new tenant can be found. Such expenses and damages shall include but are not limited to, the cost of restoring the property to its condition at the beginning of this lease, and all legal cost and attorneys fees incurred in terminating this lease, entering into a new lease agreement with a subsequent tenant, and collecting all monies due and owing landlord by tenant, minus the rent collected from new tenant. If landlord opts to re-rent the property, landlord may, at his sole and absolute discretion, rent all or any portion of the premises, after making such alterations and divisions of the premises as it considers desirable or appropriate, for a period equal to or different from the remainder of the term of this lease, for so many times, and for such rent as landlord deems appropriate.

B. Re-entry and Leasing. In the event landlord elects to re-enter the premises without terminating this lease and leasing it on behalf of tenant, it may do so on such terms and conditions, for so many times, for such rent, and for such periods as it chooses in its sole and absolute discretion. In the event the landlord cannot find another suitable

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tenant after a reasonable effect to do so, tenant shall remain liable for the full amount of the reserved rent, as it falls due and owing; and landlord may then elect either to terminate or accelerate as provided for in Provisions A and B immediately above and below.

Such expenses and damages, both direct and consequential, shall include all of the expenses and damages enumerated above in Provision A. All rental payments received by landlord from the new tenant as a result of the leasing shall be offset against the rent, expenses and damages owed landlord by tenant. Suit may be brought by landlord from time to time to collect amounts due landlord as such amounts accumulate, or after the end of the term specified herein, as landlord chooses in its sole and absolute discretion. Nothing herein shall prevent landlord from releasing the property for a tenant in excess of the term specified herein; and landlord shall not be required to pay tenant any amount by which the rentals from such releasing may exceed the amount tenant is required to pay landlord under the terms of this lease. Tenant hereby appoints landlord as its agent to re-enter upon the premises and to lease premises on its behalf in the event of a default, and hereby declares this appointment to be coupled with an interest and irrevocable.

C. Acceleration. In the event landlord elects to accelerate all the rental payments due under the terms of this lease, the entire amount of the reserve rent, discounted to present value at the rate of six (6%) per annum, shall immediately become due and owing. However, in such event, tenant have the right to continue in possession of the premises and re-enter and repossess the premises for the remaining term of the lease, notwithstanding any prior action on its part which indicated an intension to surrender the lease, and provided (1) that it has first satisfied in full all of its obligations to landlord, and (2) given landlord ten (10) days prior written notice of its intensions to repossess the property where it has abandoned it or left it vacant for a period in excess of two (2) weeks.

30. SPECIFIC OCCURRENCES CONSTITUTING DEFAULT. Specific instances of material default under the terms of this lease shall include, but are not limited to, the following: (a) the filing by tenant in any court, pursuant to any statute or laws of the United States of America or any state, of a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee of all or any portion of the tenants property; (b) the seizure of the tenant's interest in the property pursuant to any legal process, attachment or levy on behalf of any creditor of tenant or any government authority, or the taking of possession of the property by any tenant creditors; (c) the making by tenant of an assignment or composition for the benefit of tenant's creditors; (d) the granting by tenant of security interest in this lease or in the premises; (e) the abandonment of all or any part of the premises by tenant; and (f) leaving the premises vacant for a period in excess of two (2) weeks; (g) violation of the Cole memo as outlined in "Use of Premises".

31. SIGNS. All signs or symbols placed in windows, or doors, or elsewhere in, on or about the premises by tenant shalt meet the requirements of the Municipality of Anchorage and shall be subject to the approval of landlord. In the event that tenant places signs or symbols on the exterior of the building, in the windows, on the doors, or elsewhere which are visible from the street and which are not satisfactory to landlord, landlord may immediately demand the removal of them. A failure by tenant to comply with such demand promptly shall constitute a material breach of this lease. Any signs placed in, on or about the premises shall be placed with the understanding and agreement that tenant will remove the same upon termination of this lease and repair any damage or injury to the premises caused thereby. If such signs are not so removed by tenant, landlord may have the same removed at tenant's expense.

32. PARTIES BOUND. The covenants, terms, and conditions contained herein shall be binding upon the heirs, devisee, administrations, executors, and successors in interest of the parties.

33. SEVERABILITY. If any provision of this lease shall be declared invalid or unenforceable, the remainder the remainder of the lease shall continue in full force and effect.

34. NOTICES. All notices required under the terms of this lease or by law shall be in writing, shall contain

a clear and concise statement setting forth the reasons therefore, and shall be personally delivered or sent by certified mail, return receipt requested, to the appropriate party at the address specified hereafter or such other address as the party may designate in writing to the other party from time to time. In the event that a property sent notice is returned undelivered, the notice shall nonetheless be effective.

35. EQUIPMENT. All equipment that is owned by landlord and included in rent shall be kept in good working order and all cost for repairs are to be paid for by tenant. No equipment is to be removed without written consent by landlord.

36. PERMANENT FIXTURES. All sinks, shelving, light fixtures, and kitchen hood systems are permanent fixtures that are installed in the property prior to the date of execution of this lease are and shall remain intact and left on premises after lease is terminated and tenant has left premises. All permanent fixtures in place as of the date of this lease are the sole property of the owners of the building.

37. MODIFICATION. No modification of this lease shalt be effective unless in writing and signed by the parties hereon or their duly authorized representatives.

38. ENTIRE AGREEMENT. This written agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous agreements, oral or written, not included herein.

Agreed to and understood by the Parties on this 13th day of February, 2016:

Landlord: William Perkins

2/12/16

Tenants:

2/12/16

Jane Stinson Date

Leah Levinton 2/12/16

Leah Levinton Date

2/12/16

Evan Levinton Date

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