AMENDMENT TO SUBLEASE

THIS AMENDMENT is entered into between Landlord and Tenant effective as of the 26 day of July, 2018 under that certain Lease Agreement originally dated April 1, 2017, related to the property commonly known as 263 Marine Way, Juneau, Alaska, 99801.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LANDLORD AND TENANT, THE PARTIES HEREBY AGREE THAT THE LEASE IS AMENDED AS FOLLOWS.

1. **Access and Inspection.** During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's sub-lessee visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent or sub-lessee, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.

2. Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant, or sub-lessee cannot be reached, abandons the property, or similar event.

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

DATED effective as of the year and date above set forth.

Sublessor:

BELLALUNA LLC

By: _____
Elizabeth Romanoski

ISG, Inc. (Tenant)

By: _____
Elizabeth Romanoski

Received by AMCO 9.21.18

SUBLEASE AGREEMENT

PARTIES:

THIS SUBLEASE, DATED 07/26/2018, IS EXECUTED BY AND BETWEEN BellaLuna LLC whose address is 2375 Jordan Avenue, Juneau, Alaska 99801 (hereinafter referred to as the "Sublessor") and ISG, Inc. (hereinafter referred to as the "Sublessee"). A copy of the original Lease is attached to this Sublease Agreement and is incorporated herein. The Sublessee agrees to comply with all the terms and conditions of the original Lease.

PREMISES:

The Sublessor herein agrees to sublease to the Sublessee, and the Sublessee herein agrees to sublease from the Sublessor for the balance of the lease term, and upon all of the conditions set forth herein, the real property located at 263 Marine Way, Juneau in the County of Juneau, in the State of Alaska and ZIP code of 99801, herein described as The 50x25 sq ft dispensary. Said real property, including any land and any improvements thereon, shall hereinafter be referred to as the "Premises."

EMERGENCY CONTACT INFORMATION:

If during the sublease any issues or problems arise with the Premises, the Sublessee agrees to contact Beth Romanoski at the telephone number of 15205484668.

WHEREAS, the Landlord, Ken Williamson, by the signing of this Sublease Agreement herein approves of the Sublessee's occupancy of the Premises subject to the terms and conditions set forth hereinafter. In consideration of the mutual promises and covenants exchanged between the Landlord and the Sublessor and the Sublessee herein, it is hereby agreed as follows:

TERM:

The term of this sublease shall be for a period of 12 months, commencing on 07/26/2018, unless otherwise stipulated herein.

DELAY IN COMMENCEMENT OF SUBLEASE:

In the event that the Sublessor is not able to deliver possession of the Premises to the Sublessee on the aforementioned commencement date, the Sublessor shall not therefore be held liable, nor shall such failure affect the validity of this lease or obligations of the sublease hereunder or extend the term thereof, but in such case as a delay in commencement should occur, the Sublessee shall not be obligated to pay any rent until such time as the Sublessee takes possession of the Premises.

However, in the event that the Sublessor does not deliver possession of said Premises to the Sublessee within sixty (60) days from the aforementioned commencement date, the Sublessee may at their sole discretion, by way of written notice to the Sublessor, may cancel this Sublease, and at which time the parties shall be discharged and released from any and all obligations associated with this Sublease.

MONTHLY LEASE AMOUNT:

The Sublessee shall pay to the Sublessor a monthly rental amount of $4,500.00 on the First day of each month for the duration of this lease term. Upon the signing of this Sublease Agreement, the Sublessee shall pay to the Sublessor the first month's rent in advance.

All future monthly payments shall be sent shall be mailed or hand delivered to the Sublessor at the

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aforementioned address in paragraph one (1) or to such other person or place as the Sublessor may designate in writing.

SECURITY DEPOSIT:

Upon execution of this Sublease Agreement, the Sublessee shall pay to the Sublessor a security deposit in the amount of $5,000.00 for Sublessee's faithful performance of the obligations hereunder, and said security deposit shall be kept in a separate interest bearing escrow account. Should the Sublessee fail to make the monthly rental payment or other charges which may due hereunder, or otherwise is deemed in default of the terms of this agreement, the Sublessor may use, apply or retain all or any portion of the security deposit to correct the default or missed rental payment.

In the event that the Sublessor finds it necessary to make use of the security deposit to compensate for the missed payment or to correct a balance due default, the Sublessee shall have ten (10) business days, after written demand from the Sublessor, to restore the aforementioned security deposit amount in full. Failure to restore any deficient amount in the security deposit within the time frame allocated shall be deemed a material breach of the Sublease Agreement.

Upon completion or expiration of the Sublease Agreement, and if the Sublessee has performed and satisfied all conditions and obligations hereunder, the aforementioned deposit, including any accrued interest, shall be returned or refunded to the Sublessee in full within 10 days after Sublessee has vacated the Premises.

USE OF PREMISES:

The Sublessee shall have complete use and control of the Premises for the duration of the Sublease Agreement, until such time as the sublease expires.

CONDITION OF PREMISES:

The Sublessee acknowledges that the premises are in good repair and in safe and clean condition unless otherwise indicated below:

Smoke Alarms:
No. of Units: N/A **Tested:** X Yes ____No **Working:** X Yes ____No

KEYS & REMOTES:	QUANTITY	RECEIVED	RETURNED
Door Keys	3	3	
Mailbox Keys			
Security Cards			
Garage Door Remotes			
Laundry Room Keys			
Recreational Facilities Keys/Cards			

WASTE, NUISANCE OR UNLAWFUL USE:

The Sublessee shall not cause or allow waste on the Premises, or maintain or permit to be maintained a nuisance on the Premises, or use or permit the Premises to be used in an unlawful manner.

ATTORNEY'S FEES:

In the event that of a breach of this agreement or should legal recourse be deemed necessary by either party to this Sublease Agreement, the parties herein agree that the prevailing party shall have the right to recover as part of the judgment reasonable attorney's fees, filing fees and/or court costs.

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REDOCORATION OR ALTERATIONS:
The Sublessee shall not redecorate or make any alterations to the Premises, in any way, that would constitute the making of alterations, or repaint the walls or woodwork, without first obtaining Sublessor's written consent to the alterations or redecoration.

BINDING EFFECT:
This Sublease Agreement shall inure to the benefit of and be binding on the heirs, successors, executors, administrators and assignees of the parties.

GOVERNING LAW:
This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska.

The Sublessee states and warrants that s/he is of the age of majority, being of the age of 18 or older, and has the legal capacity to enter into a mutually binding contractual agreement.

The undersigned have read the foregoing Sublease prior to execution and hereby acknowledge receipt of a copy of this Sublease Agreement.

Sublessor: Bellaluna, LLC

9.20.18

AS: Elizabeth Romanoski, Managing Member

Sublesee: ISG, Inc.

9.20.18

AS:Elizabeth Romanoski, President

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is entered into on July 26, 2017, between Ken Williamson ("Landlord") and Bellaluna, LLC ("Tenant") and Beth Ronanoski, ("Guarantor"), for the premises commonly known 263 Marine Way, Juneau Alaska ("Premises").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a lease dated February 7, 2017, amended and restated by that certain lease ("Amended and Restated Lease") dated April I, 2017, with its Term ending on January 31, 2018.

WHEREAS, Tenant desires an option to extend the Term of the Lease until January 31, 2019.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Pursuant to the Lease, the current Term is scheduled to expire on January 31, 2018. Landlord and Tenant hereby agree to one optional extension term in accordance with the following:

a. Option to Extend. Provided the Lease is in full force and effect, has not been terminated early and Tenant is not in default with respect to any term or condition of the Lease, Tenant shall have the option to extend the Lease ("Option") for a one year term ending on January 31, 2019.
b. Condition of Premises. Tenant is occupying the Premises and continues to accept the Premises in its "as is" condition during any extended term. Landlord shall not be obligated to provide or pay for any improvement work or services related to the condition of the Premises.
c. Notice. To exercise this Option, Tenant must provide written notice to Landlord at least 60 days and not more than 180 days prior to January 31, 2018.
d. Rent. Monthly Rent is increased by 3% to $4944.00 per month, *plus* any applicable sales tax (currently 5%).
e. No Early Termination by Tenant after September 31, 2017. Upon exercising the Option to extend, Section 2.4 of the Lease is deleted in its entirety.
f. Personal Guarantee. Elizabeth Anne Romanoski's Personal Guarantee Dated April 1, 2017, continues without interruption during any extended or additional lease term at 263 Marine Way.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed by their authorized representatives, to be effective as of the year and date first above written.

Signature page follows.

Received by AMCO 9.21.18

DATED: July 26, 2017

Tenant: Bellaluna, LLC

E. Romanoski

By: Elizabeth Romanoski,
its Managing Member

E. Romanoski

By: Elizabeth Romanoski
Personal Guarantor

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 7 of NOV., 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Elizabeth Romanoski to me known and known to me to be the identical individual described and who executed, the within and foregoing document freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

STATE OF ALASKA
OFFICIAL SEAL
Saara T. Krook
NOTARY PUBLIC
My Commission Expires 09/09/2018

Notary Public for the State of Alaska
My Commission Expires: 09/09/2018

Landlord: Ken Williamson

By: Ken Williamson

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 7 of NOV., 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Ken Williamson, to me known and known to me to be the identical individual described and who executed the within and foregoing document freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public for the State of Alaska
My Commission Expires: 09/09/2018

STATE OF ALASKA
OFFICIAL SEAL
Saara T. Krook
NOTARY PUBLIC
My Commission Expires 09/09/2018

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AMENDMENT TO LEASE

THIS AMENDMENT is entered into between Landlord and Tenant effective as of the 9 day of August, 2017 under that certain Lease Agreement originally dated February 1, 2017, related to the property commonly known as 263 Marine Way, Juneau, Alaska.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LANDLORD AND TENANT, THE PARTIES HEREBY AGREE THAT THE LEASE IS AMENDED AS FOLLOWS.

1. **Sublease of Property Allowed.** Landlord is aware and agrees that Tenant shall sublease property to ISG, Inc. for the purposes of operating a state and municipal licensed marijuana establishment.

2. **Access and Inspection.** During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.

3. **Default:** Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

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

DATED effective as of the year and date above set forth.

LANDLORD:
Ken Williamson

By: _____
Ken Williamson

TENANT:
BellaLuna, LLC

By: _____
Elizabeth Romanoski

AMCO Received 03/13/2018

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is effective as of February 1, 2017, by and between Ken Williamson ("Landlord"), and BellaLuna, LLC. ("Tenant"), collectively ("the Parties").

WITNESSETH

For and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties agree as follows:

SECTION I - PREMISES

1.1 Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and subject to the terms and conditions hereinafter set forth, to each and all of which Landlord and Tenant hereby mutually agree, those certain premises, commonly known as 263 Marine Way, Juneau Alaska ("Premises"), as identified by the crosshatch area on Exhibit A.

1.2 Reserved to Landlord. Landlord reserves all air rights over the Premises, the use of the exterior walls and the roof. Landlord reserves the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises in locations which do not materially interfere with Tenant's use thereof. Landlord reserves the right at any time to make alterations or additions to and to construct other improvements on the Land, including improvements adjoining the Premises and to alter, add to or otherwise change the Land in a manner which does not materially interfere with Tenant's use of the Premises.

1.3 Acceptance of Premises. Unless otherwise notified by Tenant within thirty (30) days of taking possession, by entry hereunder Tenant accepts the Premises as being in the condition in which Landlord is obligated to deliver the Premises. Tenant shall at the end of the term and any extension herein surrender to Landlord the Premises and all alterations, additions and improvements thereto in the same condition as when received; ordinary wear and tear excepted. Landlord has no liability and has made no representation to alter, improve, repair, or paint the Premises or any part thereof, except as specified in Section 7 herein.

SECTION II - TERM

2.1 Initial Term. This Lease shall be for an initial term (the "Initial Term") of twelve months, commencing on the February 1, 2017 ("Commencement Date") and ending on January 31, 2018.

2.2 Failure to Occupy. In the event Tenant does not occupy the Premises and fails to pay Rents as required in Section 3 of the Lease, all Tenant Improvements become due and payable upon invoicing by Landlord. Further, such invoicing by Landlord does not waive any other rights or remedies Landlord may have against Tenant for failure to occupy.

2.3 Early Termination by Landlord. Landlord shall have the right upon Landlord's sole election, upon five days prior written notice to Tenant or, if sooner, upon the effective date of any court order, to terminate this Lease in the event any of these causes ("Early Termination Causes") arise:

AMCO Received 03/13/2018

a. The seizure by any governmental authority seeking forfeiture of the building housing the Premises, whether or not the court proceeding has actually commenced;

b. The entry of judgment (whether final or not) that has the effect (whether by restraining order, injunction, declaration, or otherwise) of establishing the Tenant's use of the Premises or Common Areas constitutes a public or private nuisance;

c. The commencement of an action under any federal, state, or local law (ordinance) or regulation seeking remediation of the Premises or any portion of the building housing the Premises as a result of a violation by the Tenant of any mandate pertaining to environmental sensitivity or commission of waste, irrespective of Tenant's intent and course of action following its commencement;

d. A final, appealable judgment having the effect of establishing that Tenant's operation violates Landlord's contractual obligations (i) pursuant to any private covenants of record restricting Landlord's building housing the Premises, (ii) good faith and fair dealing to any third party, including other tenants of the building housing the Premises or occupants or Landlords of any other building within the Project, or (iii) pursuant to its obligations under its mortgage agreement with Landlord's bank;

e. The Tenant's activities or presence in the Premises causes other tenants of the Premises representing more than 33% of the building's rentable square footage to withhold rent or vacate or threaten to vacate;

f. An event that (i) requires closure of the building for more than 180 consecutive days for remediation of materially adverse circumstances created by Tenant's use of the Premises, or for more than 210 nonconsecutive calendar days within a 360 consecutive day period, or (ii) causes Landlord's insurance carrier to cancel all coverage on the building housing the Premises (the "Building") unless the Tenant procures coverage for the entire Building within five calendar days thereafter, and commences and thereafter continues to pay any premium cost in excess of the premium (pre-cancellation) paid by Landlord without credit or offset against the rent reserved under this Lease. This shall not include fire and other natural calamity events, unless the source of any such event is directly related to Tenant's operation, such as a heat lamp-related fire in any cannabis cultivation site.

2.4 Early Termination by Tenant. After September 31, 2017, Tenant may terminate this Lease upon 30 days prior written notice to Landlord if Tenant has been unsuccessful after diligently pursuing a license as specified in Section 18.2, and is unable to acquire a retail marijuana license from the State of Alaska.

SECTION III - RENT

3.1 Covenant to Pay Rent. Tenant shall pay to Landlord, at the address specified by Landlord, without any setoff or deduction whatsoever, as minimum rent, the sum of $4,180.00 per month together with applicable sales tax ("Base Rent'), in advance on or before the first day of each month of the Lease term, commencing with the Commencement Date and continuing through the Lease term. Rent for partial months shall be prorated on a per diem basis. Tenant agrees that its covenant to pay Rent is an independent covenant and that the sum of all such amounts are payable without counterclaim, set-off, deduction, abatement or reduction whatsoever, except as expressly provided for in this Lease. Rent shall be paid to Landlord or its authorized

AMCO Received 03/13/2018

agent at the following address or at such other places as may be designated by Landlord from time to time:

Real Estate Service, Inc.
1900 Crest Ave # 104
Juneau, Alaska 99801

3.2 Additional Rent. In addition to minimum rent, all other sums to be paid or reimbursed by Tenant to Landlord, whether or not so designated, shall be "Additional Rent" for the purposes of this Lease. If Tenant defaults in the performance of any of its obligations, Landlord may, but shall not be obligated to, perform such obligations, and the cost to Landlord shall also be additional rent. Unless otherwise specifically provided herein, Tenant shall pay Landlord all Additional Rent upon demand and in no event later than the date on which the next rent payment hereunder is due and payable. The sum of Base Rent and Additional Rent is collectively, "Rent."

3.3 Late Charge; Interest. In the event any installment of Rent or any other amount due hereunder is not paid within five (5) days after it is due, a late charge equal to five percent (5%) of the unpaid amount shall be assessed and be immediately due and payable. In addition, interest shall accrue on any minimum or additional rent which is not paid within five (5) days of the date due, until paid in full, at an interest rate equal to the lesser of (i) twelve percent (12%) per annum, or (ii) the highest interest rate permitted by law. Interest is computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the 5% late charge or any other remedy available to Landlord.

3.4 Initial Rent Abatement. Provided that Tenant is otherwise in full compliance with all covenants and conditions in this Lease, rent is abated for the months of February 2017 and March 2017.

SECTION IV - CONDUCT OF BUSINESS

4.1 Use of Premises. The Premises shall be used by Tenant to operate a retail marijuana store, including onsite consumption if allowed by law, in accordance with AS §§ 17.38.010 – 17.38.900. Tenant shall not use or permit the use of the Premises for any other purpose, or under any other name, without the Landlord's prior written consent. Tenant shall not conduct or give notice of any auction, liquidation, or going out of business sale on the Premises. Outside storage, including without limitation, storage of trucks and other vehicles is prohibited without Landlord's prior written consent.

4.2 Appearance of Premises Tenant shall maintain the Premises in a clean, orderly and neat fashion and neither commit waste nor permit any waste to be committed thereon. Tenant shall not burn any trash in or about the Premises or permit any accumulation of trash. Tenant shall store all trash, refuse and waste material so as not to constitute a health or fire hazard or nuisance, in adequately covered containers, located within or outside the Premises, not visible to the general public or in reasonable areas designated by Landlord. The control of snow and ice on all walkways, steps, parking and loading areas serving the premises sole responsibility of Tenant. Tenant shall hold Landlord harmless from any and all claims by Tenant, its employees, agents, callers or invitees for personal injuries and/or property damage.

AMCO Received 03/13/2018

4.3 Compliance with Laws. Tenant warrants and represents that it is eligible and qualified to operate a marijuana facility under all applicable state and local laws, rules, regulations and ordinances, and Tenant will have obtained all legally required licenses, permits, and approvals to do so before commencing operation. The parties acknowledge that myriad regulations and local, state, and federal laws and private persons shall govern the operation of Tenant's use and that Tenant alone will be responsible for compliance with all mandates and requirements of any nature.

4.4 Tenant's Duty to Comply. Tenant's foregoing obligation shall encompass (i) all state and local laws and regulations from any governmental authority with jurisdiction over Tenant's use, including but not limited AS §§ 17.38.010 – 17.38.900 and local ordinances; and (ii) all federal laws to the extent those laws are not inconsistent with state and local laws allowing the Tenant to use the Premises for the permitted uses specified in Section 4.1 (Use of Premises). Landlord may terminate the Lease if any of the acts identified in Section 2.3 (Early Termination) occur. The covenant to comply encompasses all applicable laws that become effective before and during the Lease term, as may be extended (collectively, the "Mandates"), regardless of the cost of such compliance. Tenant's inability to comply with the Mandates shall be grounds for termination of this Lease.

4.5 Liens and Encumbrances. Tenant shall keep the Premises free and clear of all liens and encumbrances arising or growing out of its use and occupancy of the Premises. If any lien is filed against the Premises as a result of the action or inaction of Tenant, Tenant shall upon demand provide Landlord with cash or other security acceptable to Landlord in an amount equal to one and one-half (1-1/2) times the amount of the claimed lien as security for its prompt removal. Landlord shall have the right to disburse such security to cause the removal of the lien if a judgment is entered against Tenant in the lien proceeding, if such lien causes difficulties for Landlord in connection with its financing of the Premises or if Tenant is otherwise in default under this Lease.

4.6 Hazardous Substances. Tenant shall not, without Landlord's prior written consent, keep or use any substances designated as, or containing components designated as, hazardous, dangerous, toxic, or harmful, and/or subject to regulation under any federal, state, or local law, regulation, or ordinance ("Hazardous Substances") on or about the Premises. Tenant shall be fully and completely liable to Landlord for, and shall indemnify, defend and hold Landlord harmless with respect to, any and all cleanup costs and any and all other charges, fees, fines, expenses, costs and penalties of every kind and nature relating to or growing out of Tenant's or its contractors', agents', employees' or subtenants' use, storage, disposal, transportation, generation, release or sale of Hazardous Substances on, under or from the Premises.

4.6 Signs. Tenant shall not erect or place, or permit to be erected or placed, or maintain any signs of any nature or kind whatsoever on the exterior walls or windows of the Premises without the written consent of Landlord. Any signs are subject to all applicable statutes, laws, ordinances and regulations of any and all governmental entities with jurisdiction over the Premises, now in effect or as amended or adopted in the future. Sign area is shall not exceed the Tenant's prorate share of allowable building signage as determined by the ratio of the Tenant leased area to the gross leasable area in the building. Tenant agrees to abide by all reasonable signing rules and regulations promulgated by Landlord and to install, at its sole expense, any signs required thereby.

AMCO Received 03/13/2018

4.7 Inspection of Premises. Landlord shall have the right, at any time any portion of the Premises is occupied by Tenant's principals, agents, or contractors, including at times when the Premises is not open for business to the public, to enter the Premises for the purposes of ensuring compliance with the covenants, warranties, and representations of Tenant under this Lease. In accordance with State law, Landlord must be accompanied by authorized Tenant personnel while inspecting limited access areas. Owner may photograph or video-record in any medium the activities of Tenant so long as such visual records are not provided to anyone with an interest in possessing Tenant's trade secrets (other than government employees).

SECTION V - UTILITIES AND OTHER CHARGES

5.1 Utilities and Services. Tenant shall be solely responsible for and shall promptly pay when due all charges for electricity, gas, oil, phone, data, garbage, janitorial or fire protection and any other utility or service used or consumed on, or supplied to the Premises, including the charges, if any, for installing meters for them. Landlord will provide heat, water, and sewer. Any excessive consumption of heat, water, or sewer shall be Tenant's reimbursement obligation to Owner, such that no utilities user sharing the meter for the electricity or water, as the case may be, is paying a disproportionate share of these utilities. If Landlord determines that the most reasonable means for proper allocation of electricity, gas, oil, water or sewer usage costs is the installation of a separate meter serving the Premises, Tenant shall pay the expense of the meter and its installation within five business days of the date upon which Owner informs Tenant of its election to install a separate meter. In no event shall Landlord be liable for an interruption of the supply of any such utilities to the Premises unless resulting from causes within Landlord's reasonable control. Tenant agrees to keep the temperature of the Premises at such level as may be reasonably required by Landlord to protect the Premises and its systems. If the Premises are left unoccupied for any portion of the Term, Tenant will cause the Premises to be monitored to protect the Premises.

5.2 Licenses and Taxes. Tenant shall be liable for, and shall pay throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the Premises and all personal property taxes levied with respect to all personal property located at the Premises. If any governmental authority levies a tax or license fee on rents payable under this Lease or rents accruing from use of the Premises or a tax or license fee in any form against Landlord or Tenant because of or measured by or based upon income derived from the leasing or rental thereof, or a transaction privilege tax, such tax or license fee shall be paid by Tenant, either directly if required by law, or by reimbursing Landlord for the amount thereof upon demand. Nothing in this Section 5.2 is intended to require Tenant to pay any federal or state income taxes of Landlord.

5.3 Real Property Taxes. Landlord shall pay any real property taxes and assessments on the Premises; however, if at any time after the date hereof, the methods of taxation shall be altered so that in lieu of or as a substitute for the whole or any part of the real property taxes or assessments levied, assessed or imposed on or with respect to the rents received, there should be levied, assessed or imposed an income, business and occupation or franchise tax, or the rate thereof shall be increased, then such new tax or the amount attributable to the increase shall be paid by Tenant. If any

AMCO Received 03/13/2018

governmental entity requires the payment of any subsidy, whether it be for traffic control, transportation, fire protection or otherwise in connection with the Premises or the use thereof, such shall be deemed a real property tax for purposes of this Section 5.3. All amounts payable by Tenant pursuant to this Section 5.3 shall be due and payable in full fifteen (15) days after written notice from Landlord to Tenant stating the amount due.

SECTION VI - DEPOSIT

6.1 Deposit. Tenant has deposited with Landlord the sum of $5,000.00 ("Deposit"). The Deposit shall belong to Landlord and shall constitute partial consideration for the execution of this Lease. Landlord shall pay any remaining balance of the Deposit, if any, to Tenant, without any liability for interest thereon, within thirty (30) days after the expiration or prior termination of the Lease term, or any extension thereof, if and only if Tenant has fully performed all of its obligations under the terms of this Lease. Landlord shall be entitled to withdraw from the Deposit the amount of any unpaid Rent or other charges not paid to Landlord when due, and Tenant shall immediately re-deposit an amount equal to that so withdrawn.

SECTION VII - COMPLETION AND ALTERATIONS

7.1 Delivery of Premises The Premises shall be delivered to and accepted by Tenant in an AS IS condition, without any obligation on Landlord's part whatsoever to make any improvements to the Premises or the Land. Landlord shall not be liable to Tenant or to any other person or entity for all claims, damages, suits, losses or expenses arising from any defect of any kind or nature in the Premises.

7.2 Alterations by Tenant Tenant shall not make any permanent alterations, additions or improvements in or to the Premises without first submitting to Landlord professionally prepared plans and specifications for such work and obtaining Landlord's prior written approval thereof, which approval will not be unreasonably withheld or delayed. Landlord's approval will not be required for the installation of non-permanent interior furnishings or trade fixtures. Tenant covenants that it will cause all such permanent alterations, additions and improvements to be performed at Tenant's sole cost and expense by a contractor approved by Landlord and in a manner which: (a) is consistent with the Landlord approved plans and specifications and any conditions imposed by Landlord in connection therewith; (b) is in conformity with commercial standards; (c) includes acceptable insurance coverage for Landlord's benefit; (d) does not affect the structural integrity of the Premises; (e) does not disrupt the business or operations of adjoining tenants; (f) does not invalidate or otherwise affect the construction and systems warranties then in effect with respect to the Premises; and (g) meet the requirements of all applicable laws, statutes, regulations and ordinances, including any applicable building and fire codes. Tenant shall, at Tenant's sole expense, comply with all requirements of the Americans With Disabilities Act ("ADA") that relate to the Premises, and all federal, state and local laws and regulations governing occupational safety and health. With respect to any improvements or alterations to the Premises approved by Landlord pursuant to this Section 7.2, Landlord hereby reserves the right to inspect through itself or through its designated agent the progress of such improvements and alterations. If in Landlord's opinion any such inspection shows that the work being performed is not being performed in accordance with the plans and

AMCO Received 03/13/2018

specifications previously approved by Landlord pursuant to this Section 7.2, and any conditions imposed upon such improvements by Landlord pursuant to this Section 7.2, Landlord may order Tenant and its contractors to cease work until any deficiencies in the work are corrected by Landlord. If Tenant fails to comply with Landlord's orders pursuant to the preceding sentence, Landlord may terminate this Lease by a written notice given to Tenant, and Tenant shall then immediately vacate and surrender possession of the Premises to Landlord. Tenant shall secure all necessary governmental permits and approvals, as well as comply with all other applicable governmental requirements and restrictions. Tenant shall indemnify, defend and hold Landlord harmless from and against all losses, liabilities, damages, liens, costs, penalties and expenses (including attorneys' fees, but without waiver of the duty to hold harmless) arising from or out of the performance of such alterations, additions and improvements, including, but not limited to, all which arise from or out of Tenant's breach of its obligations under terms of this Section 7.2. All permanent alterations, additions and improvements (expressly including all light fixtures not installed by Tenant, heating, ventilation and air conditioning units and permanent floor coverings), except trade fixtures and appliances and equipment not permanently affixed to the Premises, shall immediately become the property of Landlord without any obligation on its part to pay therefor. Tenant shall not remove such permanent improvements on the termination of this Lease unless otherwise directed by Landlord.

SECTION VIII - MAINTENANCE OF PREMISES

8.1 Maintenance and Repair by Tenant Except as provided in Section 8.3 below, Tenant shall at all times throughout the Lease term keep the entire Premises, exterior and interior, and all partitions, door surfaces, fixtures, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, and the air conditioning systems, if any, in good order, condition and repair throughout the term of this Lease. Without limiting the generality thereof, Tenant shall keep the glass of all windows and doors clean and presentable; replace immediately all broken glass in the Premises; paint or refinish the interior and exterior of the Premises at reasonable intervals; make all necessary repairs to, or replacements of, all door closure apparatus and mechanisms; keep the heating system, lighting system and all plumbing serving the Premises clean and in a good state of repair, including pipes, drains, toilets, fixtures and basins; remove snow and debris from the roof and public areas of the Premises in accordance with good business practices; and keep all utilities serving the Premises in a good state of repair. Tenant specifically agrees to maintain the sprinkler system servicing the Premises, if any, in a manner that satisfies requirements of applicable governmental laws, codes and ordinances. Tenant acknowledges in order to comply with the foregoing sentence, it will be necessary for Tenant to maintain heat in the Premises on a year round basis. Tenant acknowledges and agrees that, except as provided in Section 8.3 below, Landlord has no maintenance, repair, replacement or other duty of any kind or nature with respect to the Premises.

8.2 Failure to Maintain If Tenant fails to keep and maintain the Premises in the condition set forth in Section 8.1, Landlord may, at its option, put or cause the same to be put in the condition required in Section 8.1, and in such case, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost of the repairs as additional rent. Landlord shall have the right to enter the Premises for the purpose of making repairs upon Tenant's failure to do so.

AMCO Received 03/13/2018

8.3 Maintenance and Repair by Landlord Landlord shall maintain the roof, exterior walls and foundation of the Building at its sole cost and expense, except to the extent the roof, exterior walls and foundation of the Premises are damaged by Tenant or its employees, agents or invitees, in which case Tenant shall reimburse Landlord on demand for the costs incurred by Landlord in making any repairs to the roof, exterior walls or foundation of the Premises resulting from the acts or omissions of Tenant, its agents, employees or invitees. Promptly after receiving written notice from Tenant that the roof, exterior walls or foundations of the Premises are in need of repair, Landlord will cause such repairs to be made. In no event shall Tenant have the right to make any such repairs at the expense of Landlord. Except as specifically stated in this Section 8.3, Tenant shall have no obligations whatsoever to maintain or repair any portion of the Premises.

SECTION IX - INSURANCE AND INDEMNITY

9.1 Tenant Insurance. During the Term of this Lease, (and any other period when Tenant is in possession of the Premises), Tenant, at its sole cost and expense, shall obtain and continuously maintain in full force and effect the following insurance coverage: (a) commercial general liability insurance against any loss, liability or damage on, about or relating to the Premises, or any portion thereof, with limits of not less than $1,000,000.00 combined single limit, per occurrence and aggregate, coverage on an occurrence basis. Such insurance shall afford coverage for all claims based upon acts, omissions, injury or damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period; (b) worker's compensation and employer's liability insurance in compliance with applicable legal requirements; (c) Such other insurance and in such amounts as may from time to time be reasonably required by Landlord, against any other insurable hazards which at the time are commonly insured against in the case of premises similar to those of the Premises; and (d) the insurance set forth in this Section 9.1 shall be maintained by Tenant at not less than the limits set forth herein (or if not specified herein, as reasonably required by Landlord) until reasonably required to be changed from time to time by Landlord, in writing, whereupon Tenant shall obtain and maintain thereafter such additional coverage. Any such insurance obtained and maintained by Tenant shall name Landlord, and, if requested by Landlord, Landlord's mortgagee, as additional insured(s) therein and such insurance shall be obtained and maintained from and with a reputable and financially sound insurance company authorized to issue such insurance in Alaska. Each policy required under this Section 9 shall have attached thereto an endorsement that such policy shall not be canceled or materially changed without at least thirty (30) days prior written notice to Landlord. All policies of insurance, together with any endorsements reflecting the changes to the policy required to comply with this Lease, shall be written by companies reasonably satisfactory to Landlord and licensed in the state in which the Premises are located. Such certificates of insurance shall be in a form reasonably acceptable to Landlord, shall be delivered to Landlord upon commencement of the Term and prior to expiration of such policy, new certificates of insurance, shall be delivered to Landlord not less than twenty (20) days prior to the expiration of the then current policy term. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificates and appropriate endorsements, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof plus a ten percent (10%) handling charge shall be paid by

AMCO Received 03/13/2018

Tenant to Landlord as Additional Rent within five (5) days after delivery to Tenant of bills therefor.

9.2 Increase in Insurance Premiums. Tenant shall not keep or use in the Premises any article of a combustible, toxic or dangerous nature or any article, which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Multitenant Building. Tenant will comply promptly with the requirements of any insurer pertaining to the Premises or the Multitenant Building. If: (a) the conduct of business in the Premises; or (b) any acts or omissions of Tenant in the Multitenant Building or any part thereof, cause or result in any increase in Premium for the insurance carried from time to time by Landlord with respect to the Multitenant Building, if Landlord allows such act or omission to continue, Tenant shall pay any such increase in premium. In determining whether increased premiums are caused by or result from the use or occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Multitenant Building showing the various components of such rate, shall be conclusive evidence of the several item and charges which make up such rate.

9.3 Cancellation of Insurance. If any insurance policy upon the Multitenant Building or any part thereof shall be canceled or shall be threatened by the insurer to be canceled or the coverage thereunder reduced in any way by the insurer by reason of the use of the Premises by Tenant or any assignee or subtenant of Tenant, or by anyone permitted by Tenant to be upon the Premises, and if Tenant fails to remedy such condition within 48 hours after notice thereof by Landlord, Tenant shall be deemed to have committed a material default of this Lease, in which event in addition to any other remedies available to Landlord, Landlord may enter upon the Premises and remedy the condition giving rise to such cancellation, threatened cancellation or reduction, including removal of any offending article, and Tenant shall pay the cost of such remedy to Landlord and Landlord shall not be liable for any damage of injury caused to any property of Tenant or of others located on the Premises as a result of any such entry.

9.4 Loss or Damage. Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at or relating to the Multitenant Building or damage to property of Tenant or of others located on the Premises or elsewhere in the Multitenant Building, nor shall it be responsible for any loss of or damage to any property of Tenant or of others located on the Premises or elsewhere in the Multitenant Building, nor shall it be responsible for any loss of or damage to any property of Tenant or others from any cause, whether or not any such death, injury, loss or damage results from the negligence of the Landlord. Without limiting the generality of the foregoing, Landlord shall not be liable for any injury or damage to persons or property resulting from fire. explosion, falling plaster, failing ceiling tile, falling fixtures, steam, gas, electricity, water, rain, flood, or leaks from any part of the Premises or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the Multitenant Building or from the street or any other place or by dampness or by any other cause whatsoever. Landlord shall not be liable for any such damage caused by other tenants or persons in the Multitenant Building or by occupants of adjacent property thereto, or the public, or caused by construction or by any privets, public or quasi public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only, and Tenant releases and agrees to indemnify Landlord and save it harmless from any claim or liability arising out of any damage to the same including, without limitation, any subrogation claims by Tenant's

AMCO Received 03/13/2018

insurers. Tenant covenants with Landlord that Tenant shall not bring or abet any claim or action based on any item for which Tenant has above agreed Landlord shall not be responsible or liable.

9.5 Waiver of Subrogation. Tenant shall cause to be inserted in the policy or policies of insurance required by this Section 9 hereof a so-called "Waiver of Subrogation Clause" as to Landlord. Tenant hereby waives, releases and discharges Landlord, its agents and employees from all claims whatsoever arising out of loss, claim, expense or damage to or destruction covered or coverable by insurance required under this Section 9 notwithstanding that such loss, claim, expense or damage may have been caused by Landlord, its agents or employees, and Tenant agrees to look to the insurance coverage only in the event of such loss.

9.6 Indemnification of Landlord. To the fullest extent allowed by law, Tenant shall at all times indemnify, protect, defend (with legal counsel acceptable to Landlord) and hold Landlord and Landlord's shareholders, officers, directors, partners, employees, lender, managing agent, successors and/or assigns (collectively, "Landlord's Indemnities") harmless against and from any and all claims, costs, liabilities, actions and damages (including, without limitation, attorneys' fees and costs and costs related to the enforcement of this indemnity provision) arising from or out of any occurrence in, upon or about the Premises or the occupancy or use by Tenant of the Premises, or the condition of the Premises or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, servants, tenants, invitees or licensees (collectively "Tenant's Agents") or arising from any act or negligence of Tenant or Tenant's Agents, or a default by Tenant under this Lease or arising from any accident, injury or damage whatsoever caused to any person, or entity occurring during the Term of this Lease, in or about the Premises, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord. Landlord shall not be liable for injury or damage which may be sustained by a person, goods, wares, merchandise, or other property of Tenant, or Tenant's employees, invitees, customers, or of any other person in or about the Premises caused by or resulting from any peril which may affect the Premises, whether such damage or injury results from conditions arising upon the Premises or from other sources. HOWEVER LANDLORD IS RESPONSIBLE FOR THE NEGLIGENT ACTS OF ITS EMPLOYEES AND AGENTS AND TENANT IS NOT HOLDING LANDLORD HARMLESS FOR THE NEGLIGENT ACTS OF THE LANDLORD OR ITS AGENTS.

SECTION X - ASSIGNMENT AND SUBLETTING

10.1 Assignment or Sublease. Tenant shall not sublet or encumber the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion. Any assignment or sublease made without Landlord's prior written consent shall, at Landlord's option, be void. Each assignment shall be by an instrument in writing in form satisfactory to Landlord. If Tenant assigns its interest in this Lease, or sublets the Premises, then the minimum

AMCO Received 03/13/2018

rental shall be increased, effective as of the date of such assignment or subletting, to the higher of (i) the rentals payable by the assignee or subtenant pursuant to such assignment or sublease, or (ii) the minimum rent then being charged by Landlord for comparable facilities; provided, however, in no event shall the minimum monthly rental, after such assignment or subletting, be less than the minimum monthly rental specified in Section 3.1. In addition Tenant agrees that if Tenant assigns its interest in this Lease or sublets the Premises, Tenant shall pay to Landlord any and all consideration received by Tenant for such assignment or sublease. Tenant shall also pay all legal fees and other costs incurred by Landlord in connection with Landlord's consideration of Tenant's request for approval of assignments or subleases, including assignments for security purposes.

10.2 Ownership. If Tenant is a corporation, any transfer of this Lease by merger, consolidation or liquidation, or any change in the ownership of, or power to vote the majority of Tenant's outstanding stock, shall constitute an assignment for the purposes of this section. If Tenant is a partnership, then a change in general partner(s) holding a majority of the general partner's interests in the partnership shall also constitute an assignment. If Tenant is a limited liability company, then any transfer of this Lease by merger, consolidation or liquidation, or any change in the ownership of, or power to vote the majority of the membership interests in Tenant shall constitute an assignment for the purposes of this section.

10.3 Assignment by Landlord. If Landlord sells or otherwise transfers the Premises, or if Landlord assigns its interest in this Lease, such purchaser, transferee or assignee thereof shall be deemed to have assumed Landlord's obligations hereunder, and Landlord shall thereupon be relieved of all liabilities hereunder, but this Lease shall otherwise remain in full force and effect.

SECTION XI - DESTRUCTION OF PREMISES

11.1 Damage or Destruction. If the Premises are rendered partially untenantable by fire or other insured casualty, and if the damage is repairable within ninety (90) days from the date of the occurrence, based upon Landlord's architect's evaluation of the likely time period for repair, then Landlord shall repair the Premises with due diligence, using its best efforts to complete such repair within ninety (90) days of the casualty, to the extent of the insurance and other proceeds made available therefor. If the casualty is an insured casualty, but insurance proceeds are insufficient to pay the full cost of the repairs, Landlord may terminate this Lease by written notice to Tenant unless Tenant provides Landlord with written notice that it agrees to pay the difference between the cost of the repairs and the insurance proceeds, as such funds are required during the course of reconstruction.

11.2 Elective Termination. If the Premises are partially or totally destroyed by uninsured fire or other casualty, Landlord shall have the option to restore the Premises at Landlord's sole cost and expense or to terminate this Lease by written notice, given not more than thirty (30) days after the occurrence. If Landlord elects to terminate this Lease by reason of such an uninsured casualty, Tenant shall have the right within twenty (20) days after the receipt of such election to give written notice to Landlord of Tenant's commitment to pay for the repair of such damage at Tenant's expense. In such event this Lease shall remain in full force and effect and Tenant shall proceed to make such repairs as soon as reasonably possible. If the Premises are damaged or destroyed

AMCO Received 03/13/2018

by casualty which Landlord's architect indicates cannot be repaired within ninety (90) days of the casualty, then either party shall have an option to terminate this Lease if it gives the other party written notice of its election within thirty (30) days of the determination of Landlord's architect. If Landlord elects to restore the Premises and neither party elects to terminate this Lease, it shall commence and prosecute the restoration work with diligence using reasonable efforts to complete such repair within six (6) months of the casualty.

11.3 Rent Abatement. If any fire or other casualty renders all or part of the Premises untenantable, the monthly minimum rent will abate during the period from the date of the casualty until completion of the repairs, in the same proportion that the untenantable portion of the Premises bears to the whole of the Premises, except if the casualty is a result of the negligence or intentional misconduct of Tenant (or its employees, agents, contractors, guests or invitees) or Tenant's breach of its obligations under this Lease.

11.4 Limitation. In no event shall Landlord be liable to Tenant for destruction or damage to any of Tenant's property including fixtures, equipment or other improvements, except to the extent the damage is the result of the negligence or intentional misconduct of Landlord or its employees, agents or contractors.

SECTION XII - EMINENT DOMAIN

12.1 Total Taking. If all of the Premises are taken by eminent domain, this Lease shall terminate as of the date Tenant is required to vacate the Premises and all rentals shall be paid to that date. The term "eminent domain" shall include the taking or damaging of property by, through or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person.

12.2 Partial Taking. If a taking of any part of the Premises by eminent domain renders the remainder thereof unusable in the reasonable judgment of Landlord, the Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after Landlord receives notice of the taking, and such termination shall be effective as of the date when Tenant is required to vacate the portion of the Premises so taken. If this Lease is so terminated, all rent shall be paid to the date of termination. Whenever any portion of the Premises is taken by eminent domain and this Lease is not terminated, Landlord shall at its expense proceed with all reasonable dispatch to restore, to the extent of available proceeds and to the extent it is reasonably prudent to do so, the remainder of the Premises to the condition it was in immediately prior to such taking, and Tenant shall at its expense proceed with all reasonable dispatch to restore its fixtures, furniture, furnishings, floor covering and equipment to the same condition they were in immediately prior to such taking. The minimum rent payable hereunder shall be reduced from the date Tenant is required to partially vacate the Premises in the same proportion that the area taken bears to the total area of the Premises prior to taking.

12.3 Damages. Landlord reserves all right to the entire damage award or payment for any taking by eminent domain or a transfer in lieu thereof, and Tenant waives all claim whatsoever against Landlord for damages for termination of its leasehold interest in the Premises or for interference with its business. Tenant hereby grants and assigns to Landlord any right Tenant may now have or hereafter acquire to

AMCO Received 03/13/2018

such damages and agrees to execute and deliver such further instruments of assignment as Landlord may from time to time request. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant as a result of damage to Tenant's merchandise, furniture, trade fixtures and equipment or related to the cost of removing Tenant's merchandise, furniture, trade fixtures and equipment, provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of Landlord's damages.

SECTION XIII - DEFAULT OF TENANT

13.1 Defaults. Time is of the essence hereof and if Tenant violates or breaches or fails to keep or perform any covenant, term or condition of this Lease, or if Tenant abandons the Premises, and if such default or violation continues for or is not remedied within ten (10) days (or, if no default in the rent is involved, within thirty (30) days) after notice in writing thereof given by Landlord to Tenant specifying the matter claimed to be in default, then Landlord shall have the following rights and remedies, at its option which shall not be exclusive, but shall be cumulative and in addition and supplemental to any and all other rights and/or remedies that Landlord may have at law or if equity: (a) to declare the term hereof ended and to reenter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or (b) without declaring this Lease terminated, to reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and to collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable; or (c) even though it may have reentered the Premises, to thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises. For purposes of this Section 13.1, the Premises shall be deemed "abandoned" if during the period from May 1 through September 30 in any calendar year, the Premises remain closed for business to the general public for more than fourteen (14) consecutive days. Nothing in this Lease shall require Tenant to remain open for business to the general public during the period from October 1 through April 30.

If Landlord reenters the Premises under option (b) above, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any rental or other charges thereafter accruing, or to have terminated Tenant's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease, and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notices and such election is evidenced by written notice to Tenant) be deemed to be a termination of this Lease. In the event of any entry or taking possession of the Premises, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of Tenant.

If Landlord elects to terminate this Lease pursuant to the provisions of options (a) or (c) above, or under a listed causes in Section 2.3 (Early Termination), Landlord may recover from Tenant as damages, the following: (i) the worth at the time of award of any

AMCO Received 03/13/2018

unpaid rental which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount of the difference between the unpaid rental which would have been earned after termination until the time of award, and the rental loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount of the difference between the unpaid rental for the balance of the term after the time of award, and the amount of such rental loss that Tenant proves could be reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease, including, but not limited, any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including reasonable attorneys' fees therefor, (b) maintaining or preserving the Premises after such default, (c) restoring the Premises to the condition in which they were to be returned by Tenant hereunder, (d) leasing commissions, and (e) any other non-capital costs reasonably necessary to relet the Premises.

As used in items (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the interest rate specified in Section 3.3 hereof. As used in item (iii) above, the "worth at the time of award" is computed by using a discount rate of four percent (4%).

For all purposes of Section 13.1 only, the term "rental" shall be deemed to be the minimum rental and all additional rent and other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums, other than the minimum rental, shall, for the purpose of calculating any amount due under the provisions of subparagraph (iii) above, be computed on the basis of the average monthly amount thereof accruing during the immediately preceding twelve (12) month period, except that if it becomes necessary to compute such rental before such a twelve (12) month period has occurred then such rental shall be computed on the basis of the average monthly amount hereof accruing during such shorter period.

13.2 Legal Expenses If Landlord is required to bring or maintain any action (including assertion of any counterclaim or crossclaim, or claim in a proceeding in bankruptcy, receivership or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to an attorney for the enforcement of any of the covenants, terms or conditions of this Lease, Tenant shall, in addition to all other payments required herein, pay all reasonable costs incurred by Landlord, including reasonable attorneys' fees and all other costs and expenses which Landlord incurs to the extent Landlord is the prevailing party.

13.3 Remedies Cumulative; Waiver Landlord's remedies hereunder are cumulative, and Landlord's exercise of any right or remedy due to a default or breach by Tenant shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy which Landlord may have under this Lease or by law. Neither the acceptance of rent nor any other acts or omissions of Landlord at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel or forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as at any future time to estop Landlord from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease.

AMCO Received 03/13/2018

13.3 Marijuana Products. Landlord's acknowledges the State of Alaska regulates possession of marijuana. Landlord will notify the Alaska Alcohol and Marijuana Control Office ("AMCO") prior to entering the Premise due to a Default by Tenant. Landlord will secure marijuana product and dispose of it as directed by AMCO or a court of competent jurisdiction.

SECTION XIV - ACCESS BY LANDLORD; DEFAULT OF LANDLORD

14.1 Right of Entry. Landlord and its agents shall have the right to enter the Premises at any reasonable time outside Tenant's normal business hours or upon reasonable advance notice during regular business hours to examine the same, and to show them to prospective purchasers, lenders or tenants, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary in an emergency, Landlord may forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair, except Landlord shall be responsible for repairing any damage to the Premises which are the result of acts or omissions of Landlord or its agents, employees or contractors unless the damage occurs as a result of Landlord entering the Premises because of an emergency situation created by the acts or omissions of Tenant or its employees, agents or contractors. Tenant shall not change the locks to the Premises without first advising Landlord thereof and providing Landlord with the new key(s).

14.2 Default of Landlord. If Landlord defaults in the performance of any covenant required to be performed by Landlord, Tenant may serve upon Landlord a written notice specifying the default. If Landlord does not remedy the default within thirty (30) days following receipt thereof or, in the case of a default which takes more than thirty (30) days to cure, if Landlord has not commenced to remedy the same within thirty (30) days following receipt thereof, Tenant may, after expiration of the notice period specified in Section 17.8 hereof, give Landlord notice of termination of this Lease, with unearned rent being prorated to the date of termination.

SECTION XV - SURRENDER OF PREMISES

15.1 Surrender of Possession. Tenant shall promptly yield and deliver to Landlord possession of the Premises upon the expiration or earlier termination of this Lease in the condition they were required to be maintained hereunder (subject to the removals required or permitted hereunder). Landlord may place and maintain a "For Rent" sign in conspicuous places on the Premises for ninety (90) days prior to the expiration or earlier termination of this Lease.

15.2 Holding Over. Any holding over by Tenant after the expiration of the term hereof, with Landlord's consent, shall be construed as a tenancy from month-to-month on the terms and conditions set forth herein, except for minimum rent which shall be increased to one and one-half (1-1/2) times that in effect during the last month hereof, which tenancy may be terminated by either party upon thirty (30) days' written notice to the other party, effective as of the last day of a calendar month. In the event Tenant holds over without Landlord's consent, in addition to all other remedies at law or in equity to which Landlord may be entitled, Tenant shall be liable for all damages suffered by Landlord as a consequence of such holding over, including but not limited to the loss of any new tenant for the Premises as a result of Tenant's holding over and all amounts

AMCO Received 03/13/2018

payable by Landlord to or for such prospective tenant, including without limitation any damage suffered by the prospective tenant, as a consequence of Tenant's holding over.

SECTION XVI - QUIET ENJOYMENT

16.1 Landlord's Covenant. Tenant, upon fully complying with and promptly performing all of the terms, covenants and conditions of this Lease on its part to be performed, shall have and quietly enjoy the Premises for the term set forth herein, if its performance of such terms, covenants and conditions continues for such period, subject, however, to matters of record on the date hereof and to those matters to which this Lease may be subsequently subordinated pursuant to Section 17.8 hereof.

SECTION XVII - MISCELLANEOUS

17.1 Notices. Any notices required in accordance with any of the provisions herein shall be in writing and delivered or mailed to the Parties at the following address or at such other places as may be designated by Landlord from time to time:

Landlord Ken Williamson
2425 Industrial Blvd.
Juneau, Alaska 99801

Tenant BellaLuna, Inc.
2375 Jordan Ave., #10
Juneau, Alaska 99801

If Tenant is a partnership or joint enterprise, any notice required or permitted hereunder may be given by or to any one partner thereof with the same force and effect as if given by or to all thereof. A notice shall be deemed received on the earlier of either: (i) five (5) days after the Certificate of Mailing of the United States Post Office, or proof of delivery by the United States Post Office.

17.2 Successors or Assigns All of the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and, subject to the terms of Section 17.8 hereof, their respective heirs, administrators, executors, successors and permitted assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise, and shall be construed as covenants running with the land.

17.3 Insolvency If a petition is filed under the Bankruptcy Act or other law to have Tenant reorganized, dissolved or liquidated, or if a trustee or receiver is appointed for Tenant's assets under the Bankruptcy Act or other law or if a proceeding commenced to foreclose any mortgage or any other lien on Tenant's interest in the Premises, or if Tenant makes an assignment for the benefit of creditors, then Tenant shall be deemed in default hereunder.

17.4 Tenant Defined. The word "Tenant" as used herein shall mean each and every person, partnership or corporation who is mentioned as Tenant herein or who executes this Lease as Tenant. If there shall be more than one person or entity shown as Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

AMCO Received 03/13/2018

17.5 Brokers' Commission. Tenant agrees to indemnify and hold Landlord harmless from all liabilities and claims for brokerage commissions or finder's fees growing out of agreements which Tenant has made with brokers or finders.

17.6 Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

17.7 Recording. Tenant shall not record this Lease without the prior written consent of Landlord. However, upon Landlord's request, the Parties shall execute a memorandum of this Lease, in a form customarily used for such purpose of recordation. The memorandum shall describe the Parties, the Premises and the term of this Lease and shall incorporate the other terms of this Lease by reference. The terms and conditions of this Lease are confidential between the Parties hereto. Any disclosure by Tenant of the terms and conditions of this Lease to any third party could have a significant and detrimental effect upon either of the Parties hereto

17.8 Subordination; Notice to Lender; Attornment. Unless otherwise designated by Landlord, this Lease shall be subordinate to all existing or future mortgages and deeds of trust on the Premises, and to any extensions, renewals or replacements thereof. Within ten (10) days of Landlord's request therefor Tenant shall execute and deliver all instruments or certificates which Landlord or Lender may deem necessary or appropriate to reflect such subordination of this Lease. Within ten (10) days of Landlord's request therefor, Tenant shall promptly execute and deliver to third parties designated by Landlord an estoppel certificate or letter in the form requested by Landlord or its lender that correctly recites the facts with respect to the existence, terms and status of the lease. Notwithstanding anything to the contrary in this Lease, Landlord shall not be in default under any provision hereof unless written notice specifying such default is given to Landlord and to Lender. Tenant agrees that any Lender shall have the right to cure such default on behalf of Landlord within thirty (30) days after receipt of such notice. Tenant further agrees not to invoke any of its remedies under this Lease until said thirty (30) days have elapsed, or during any period that such Lender is proceeding to cure such default, or is diligently taking steps to obtain the right to enter the Premises and cure the default. Tenant agrees to attorn to Landlord's successor following any foreclosure sale or transfer in lieu thereof.

17.9 Liability of Landlord. Tenant shall look solely to rents, issues and profits from the Premises for the satisfaction of any judgment or decree against Landlord based upon any default under this Lease, and no other property or assets of the Landlord shall be subject to levy, execution or other enforcement procedures for satisfaction of any such judgment or decree.

17.10 Force Majeure. Landlord shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

AMCO Received 03/13/2018

17.11 Interpretation. As used in this Agreement, the word "including" means without limitation, the word "or" is not exclusive and the words "herein," "hereof," "hereto" and hereunder refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to Sections and Attachments mean the Sections of and the Attachments attached to this Agreement, (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto. The Attachments referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Titles and headings of Sections are inserted for convenience of reference only and shall not be deemed a part of or to affect meaning or interpretation of this Agreement. The language herein shall be in all cases construed simply according to its fair meaning and not for or against any of the Parties. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a tenant herein, whether the same shall be composed of one (1) or more individual(s) or entity(ies); and if Tenant shall be comprised of more than one (1) individual or entity, any notice required or permitted by the terms of this Lease may be given by or to any one (1) thereof and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Tenant shall be deemed a proper reference even though Tenant may be an individual, a partnership, a corporation or a group of two (2) or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one (1) tenant and to either corporations, associations, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION XVIII – OTHER REQUIREMENTS

18.1 Legal Review. Landlord is an attorney, licensed to practice in Alaska. All Parties are advised to have their own attorney review this Commercial Lease Agreement.

18.2 Best Effort by Tenant. Tenant acknowledges the difficulty for Landlord to acquire a marijuana retail license at this location if Tenant's first application is unsuccessful. Tenant shall use its best efforts to acquire a license, including but not limited to a first level formal appeal if the application is denied by either the State of Alaska or the local government. Tenant shall retain Jana Weltzin, or other counsel acceptable to Landlord, to diligently pursue the license application and all appeals. The first State of Alaska formal appeal shall be pursued in accordance with 3 AAC 306.090 by filing a notice of defense in compliance with AS 44.62.390. The first City and Borough of Juneau ("CBJ") formal appeal shall be filed in accordance with CBJ 01-50, the Municipal Appellate Code. Tenant is aware that the Southeast Educational Resource Center, Inc. has expressed opposition to any marijuana license at this location. Tenant is aware that Landlord may apply for a separate license in a nearby location.

SECTION XIX - EXECUTION OF LEASE

19.1 Execution by Landlord and Tenant. Landlord shall not be deemed to have made an offer to Tenant by furnishing Tenant with a copy of this Lease with particulars

AMCO Received 03/13/2018

inserted. No contractual or other rights shall exist or be created between Landlord and Tenant until all parties hereto have executed this Lease and, if so indicated by Landlord, until it has been approved in writing by Lender and fully executed copies have been delivered to Landlord and Tenant. Tenant agrees to make such changes herein as may be requested by Lender so long as such do not increase amounts due from Tenant hereunder or otherwise substantially alter its rights hereunder.

SECTION XX - ENTIRE AGREEMENT - APPLICABLE LAW

20.1 Entire Agreement. This Lease and the Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of Landlord and Tenant concerning the Premises, and there are no other agreements or understanding, oral or written, between Landlord and Tenant concerning the Premises with the exception of Personal Guarantees which may be in separate documents. Any subsequent modification or amendment of this Lease shall be binding upon Landlord and Tenant only if reduced to writing and signed by them.

20.2 Forum - Applicable Law. The Parties agree that the Superior Court for the State of Alaska shall have personal jurisdiction and subject matter jurisdiction over any disputes arising under this Lease that cannot be resolved by the Parties themselves, and that venue for any dispute shall be in the First Judicial District at Juneau, and each of the Parties hereby consents to such jurisdiction and venue. This Lease shall be governed by and construed in accordance with the laws of the State of Alaska.

This Lease is 21 pages, including the signature page and Exhibit A.

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AMCO Received 03/13/2018

DATED: February 7, 2017.

Tenant: BellaLuna, LLC

By: Elizabeth Romanoski
its President

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 7th of February, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Elizabeth Romanoski to me known and known to me to be the identical individual described and who executed, the within and foregoing document freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public for the State of Alaska
My Commission Expires: December 1, 2020

Landlord: Ken Williamson

By: Ken Williamson

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 7 of February, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Ken Williamson, to me known and known to me to be the identical individual described and who executed the within and foregoing document freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public for the State of Alaska
My Commission Expires: December 1, 2020

AMCO Received 03/13/2018

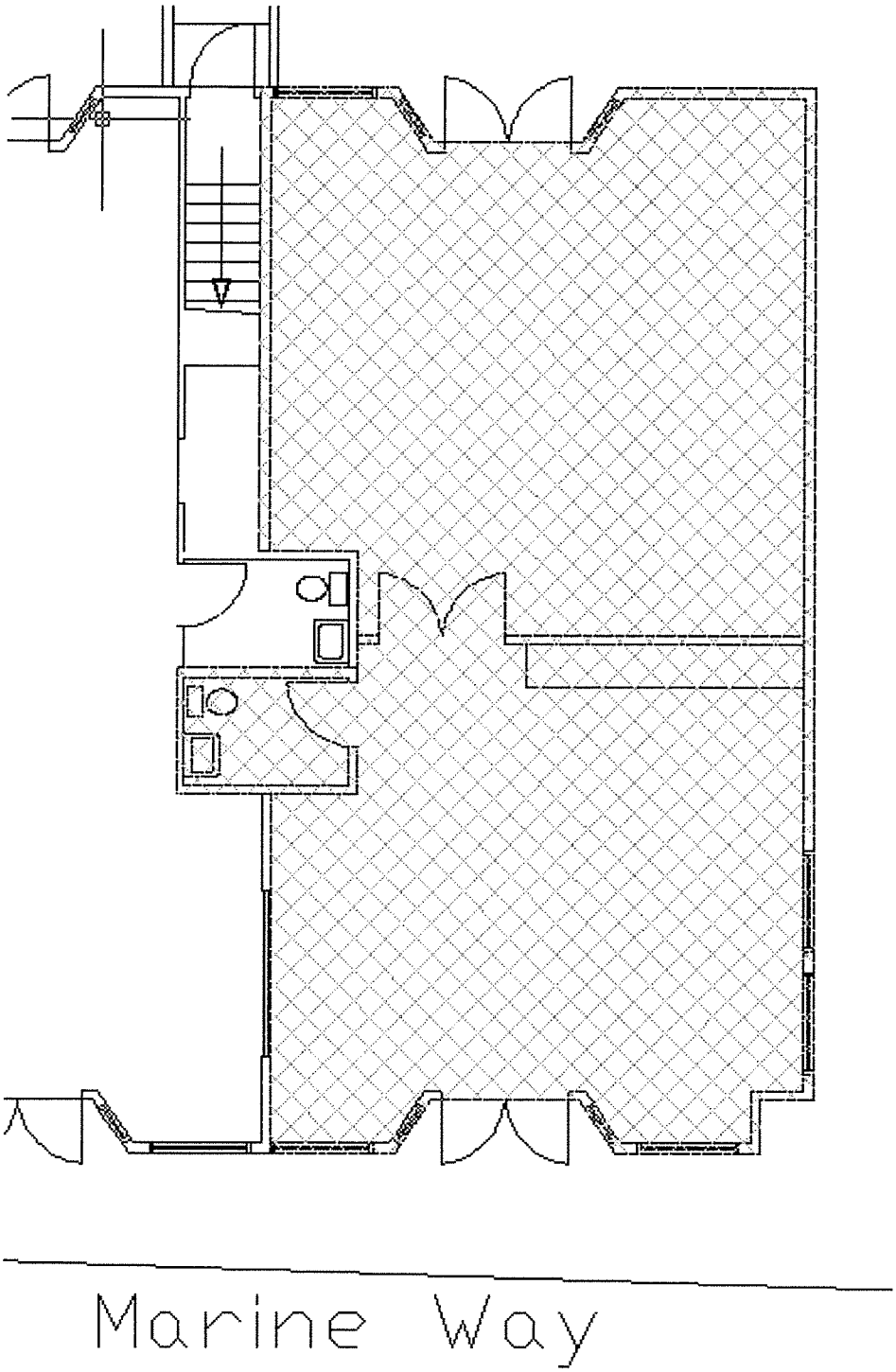

Exhibit A

AMCO Received 03/13/2018