KODIAK PLAZA 1, INC.
LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 5 day of December 2018 by and between **KODIAK PLAZA 1, INC**., a corporation organized under the laws of the State of Alaska, hereinafter called "Landlord", and tenant High Rise, Llc hereinafter called "Tenant"

For and in consideration of the covenants, rents and demises, and upon the terms and conditions hereinafter set forth, the parties agree as follows:

1. **Premises**.

Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Tenant, does hereby let lease and demise to Tenant the improved real estate located in the Kodiak Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

> **That certain office space of approximately 966 sq square feet, known as Suite(s) 102 on the 1st floor of that certain Building known as the Plaza 1 Building (hereinafter referred to as the "Building") constructed on the following described real property situated in the Kodiak Recording District, Third Judicial District, State of Alaska:**
>
> **LOTS 4, 5, 6, 7 and 8, Block 13, New Kodiak Subdivision, Kodiak, Alaska otherwise known as 104 Center Avenue, Kodiak Alaska**

Tenant acknowledges having inspected the above-described premises and having found them to be of a size, configuration and location suitable to Tenant's needs. Tenant further acknowledges having been given an opportunity to measure the premises in question prior to executing this lease and agrees that the approximate square footage listed above is for purposes of convenience only. No difference or discrepancy between the approximate areas of the leased premises as listed above and the actual area of the quite or rooms being leased thereof shall give rise to any clams, on the part of either Landlord or Tenant for a rebate, refund increase or other adjustment in the rent otherwise agreed upon herein.

Tenant, upon paying the rents and performing all of the terms and covenants on Tenant's part to be performed, shall peaceably and quietly enjoy the leased premises subject, nevertheless, to the terms of this Lease, and to any deed of trust or mortgage to which the Lease is subordinated.

1. **Term of Lease**.

The term of the Lease shall be for the period of 1 year following the commencement of the term, unless sooner terminated as hereinafter provided. The term of the Lease shall commence on the (5) day of December 2018

In the event that the application of the foregoing commencement provision results in a commencement date other than on the first day of a calendar month, the rent shall be immediately paid for such initial fractional month prorated on the basis of a thirty (3) day month and the term of the lease shall commence on the first day of the calendar month next succeeding. Tenant shall, upon request by Landlord execute and deliver to Landlord a written declaration in recordable form expressing the commencement and termination dates of the Lease and clarifying the Lease to be in full force and effect and there to be no defenses or offsets thereto, or stating those claimed by Tenant.

At the option of the Tenant, the lease term may be extended for a period of two (2) years subject to any rental rate adjustments addressed here within. The option may be exercised by service of written notice on the Landlord at least thirty (30) days but not more than ninety (90) days , prior to the expiration of the lease.

1. **Rental**.

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In consideration by the demise and leasing of the aforesaid premises by Landlord to, the Tenant covenants, stipulates and agrees to pay the Landlord as rental for said premises, the sum of ($ 1,304.10) per month plus any and all applicable current Kodiak City Sales tax payable in advance on or before the first day of each month of the Lease term, subject, however, to adjustments and modifications under other provision of this Lease Agreement.

If rent is not paid by the third working day of the month, when due, a late fee of $50.00 shall be assessed as additional rent. In addition, a service charge of Twenty-Five Dollars ($25.00) will be charged for any check returned for non-sufficient funds or other reasons and the tendering of such a check shall not prevent the assessment of an otherwise appropriate late fee.

In the event a late fee is assessed against Tenant four or more times during any period of twelve consecutive months or an NSF check is presented to Landlord three or more times in any period of twelve consecutive months Landlord shall have the option, upon thirty (30) days' advance written notice to Tenant of either terminating this lease or of raising by ten percent (10%) the rent to be charged to Tenant for the remaining term of the lease; provided, however, that once this provision has been invoked so as to increase Tenant's rent by ten percent, it may not be invoked a second time for at least six (6) months.

All rentals, unless and until otherwise directed in writing by Landlord, shall be paid to Landlord at P.O. Box 2042, Kodiak Alaska, or such other place as Landlord may designate from time to time in writing and shall be deemed paid when postmarked, if mailed with sufficient postage.

1. **Keys**.

Upon taking possession of the space, the Landlord shall provide the Tenant with two keys. These keys shall be numbered and stamped. Keys may not be copied without permission of the Landlord. In the event that additional Keys are required, the Landlord shall provide the Tenant with those keys at a fee of $5.00 per key. In the event that the keys are lost and must be replaced, there is a $25 replacement fee for keys specific to the rented unit. In the event that a tenant loses a key to an outside door, there is a $50 replacement fee for those keys. Tenants are required to notify the Landlord immediately upon losing the outside door key. All keys must be surrendered to the Landlord upon termination of the Lease.

1. **Rental Adjustment**.

In consideration of the continual rise of expenses and unforeseen costs, the Landlord may make the following adjustments to the rent set forth above in paragraph 3.

(a) The monthly rent set forth in paragraph 3 of this agreement shall be subject to adjustment one year from the date of commencement of the term of this lease and on the same date annually thereafter (the adjustment date). If an adjustment is to be made to the rent, Landlord shall provide Tenant with no less than sixty (60) days' notice of the intent to raise the rent upon the adjustment date. Failure to provide sufficient notice shall preclude the Landlord from implementing a rental adjustment during the next term. At no time will the Landlord implement an increase under this paragraph in excess of ten percent (2.5%)

(a) If the Tenant exercises the option to extend this lease as set forth in paragraph 2, Landlord shall have the right to increase the monthly rent up to ten percent (2.5%) and the new rent shall be effective on the first day of the renewal period. Notice of the increase shall be made within fifteen (15) days of Tenant's notice to extend the lease.

(a) Any increases levied upon the Landlord through any municipal government through the form of taxes or other fees may be passed on to the tenant without prior notice.

1. **Utilities**.

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Landlord shall furnish, at its expense, the following utilities and services for normal office use of the leased premises:

(a) Electricity for hallways, common bathrooms, exterior lighting and common areas. Any special or additional electrical needs required by Tenant shall be paid by Tenant.

(b) Heat and sewer and water, based on normal office use.

(c) Janitorial service for the common areas on a weekly basis, and periodic exterior window washing.

(d) Refuse collection, from the common dumpster/trash reciprocal, based upon normal office use.

Landlord shall pay all costs of services listed above, however, whenever the cost of these services increase by 25% or more per service whether because of increase in the millage rate or the costs per service, or both, then notwithstanding any other provisions of this Lease, Landlord may pass on to Tenant, in the form of increased rent, a proportionate share of up to one half of said increase (and any increases arising during Tenant's tenancy but not previously passed on pursuant to this paragraph), said share to be based upon Tenant's percentage of the total leasable floor space in the building on the effective date of the increase in the utility's costs.

Tenant shall provide at Tenant's expense all other utilities and serviced used at the leased premises, including janitorial service for the premises and hot water to inclusive space. Notwithstanding any other provision of this paragraph 4, however, Tenant and not Landlord shall be responsible for the following:

(a) Electricity. Tenant shall establish a separate electric account in Tenant's name with KEA

(b) Marinating and repairing, as necessary, all equipment, fixtures and leasehold improvements on the premises, including but not limited to the replacement of lighting bulbs or element, regardless of ownership thereof;

(c) Any additional repairs or expenses associated with leased areas and entries or exits thereto, including but not limited to the replacement of light bulbs;

Landlord shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of said utilities or services, arising from any cause, condition or event; and no variation, interruption, or failure of such utilities and services incident to the making of repairs, alterations or improvements, or arising from any accident, strike, condition, cause or event in whole or in part beyond the reasonable control of Landlord shall be deemed an eviction of Tenant or relieve Tenant from any obligation hereunder.

7. Alteration of Premises.

Tenant shall not make any alteration, additions or improvements in or to the leased premises, including but not limited to the installation of any additional deadbolts or other locks on any doors within or giving access to the area being leased and the re-keying of any existing locks, without first obtaining the written consent of Landlord. Any such alterations, additions and improvements consented to by Landlord shall be made at Tenant's expense. Tenant shall secure all governmental permits required in connection with such work, and shall hold Landlord harmless from all liability and liens resulting therefrom.

All alterations, additions and improvements, except trade fixtures and appliances and equipment which do not become attached to the Building, shall immediately become a part of the realty and the

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property of the Landlord without obligation to pay therefore, except that Landlord may require removal of all or part thereof by Tenant at the termination of the Lease, at Tenant's expense, whereupon said alterations, additions and improvements shall become the property of Tenant. Tenant shall pay for or repair any damages to the leased premises arising during or as a result of Tenant's tenancy, including, without limitation, any necessary patching, repainting and repairing caused by the removal of fixtures or improvements of Tenant.

Upon removal of the trade fixtures and appliances and equipment which do not become attached to the Building, Tenant shall restore the leased premises to the same condition that they were in in prior to the installation of said items, including without limitation, any necessary patching, repainting and repairing. Any trade fixtures, appliances, equipment or other property not removed from the leased premises by Tenant upon termination of the Lease shall be deemed abandoned by Tenant, provided that Tenant shall save Landlord harmless from any loss, costs, or damage arising from Tenant's failure to remove such items.

8. Use of Premises.

The leased premises shall be used for Retail and for no other purpose without the prior written consent of the Landlord.

Tenant shall not use or permit the leased premises or any part thereof to be used for any purpose in violation of any municipal, borough, state, federal or other governmental law, ordinance, rule. Tenant agrees to use plastic chair mats of appropriate thickness at each desk or workstation which ordinarily involves the use of a chair with rollers and further agrees to abide by, keep and observe all other rules and regulations which Landlord may make from time to time for the management, safety, care and cleanliness of the Building and the preservation of good order therein, as well as for the convenience of other occupants and tenants of the Building. The violation of any such rules and regulations **shall be deemed a material breach of the Lease by Tenant**. In the event that a Tenant causes a breach through the violation of usage rules thereby causing damage to the premises beyond normal ordinary wear and tear, the Tenant shall be liable for the costs associated with the repairs, including but not limited to the costs of supplies and labor.

Tenant shall not, without Landlord's prior written consent, use, operate or install any electrical or mechanical equipment, machinery, or mechanical devices, in the leased premises except in compliances with the highest standards applicable to the use, operation, or installation of such equipment, machinery or devices generally recognized by the profession or industry in which Tenant is engaged, nor shall Tenant use the leased premises, or any machinery or equipment therein, in such a manner as to cause substantial noise or vibration, or unreasonable disturbance to other tenants in the Building. Tenant shall not, without Landlord's prior written consent, erect or install signs or advertisements in the common areas or on external walls or windows of the Building.

In the event Tenant's use of the leased premises causes an increase in Landlord's fire hazard insurance premiums, Tenant shall reimburse Landlord for the amount of such increase.

9. Taxes.

Tenant shall pay any and all taxes levied on personal property and trade or other fixtures in the leased premises and any license or excise fees or occupation taxes covering business conducted on the leased premises and an amount equal to any sales taxes on rentals payable hereunder. Landlord shall pay any real property taxes and assessments payable on the Building and the realty described in paragraph 1 hereof; provided, however, that whenever real property taxes payable on the Building and realty are increased whether because of increase in the millage rate or in the assessed value of the property, or both, then notwithstanding any other provisions of this Lease, Landlord may pass on to Tenant, in the form of increased rent, a proportionate share of up to one half of said increase (and any increases arising during Tenant's tenancy but not previously passed on pursuant to this paragraph), said share to be based upon Tenant's percentage of the total leasable floor space in the building on the effective date of the tax increase.

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10. Maintenance and Repairs.

Landlord shall, at its expense, maintain and keep in good repair the foundations, exterior walls, roof and other structural portions of the Building.

Tenant shall, at its expenses, maintain the interior of the leased premises at all times in good condition and repair, all in accordance with the laws of the State of Alaska and all directions and regulations of governmental agencies having jurisdiction thereof. Tenant shall commit no waste of any kind in or about the leased premises, and Tenant shall pay for all damage to the Building, as well as damage to tenants or occupants thereof, caused by Tenant's misuse or neglect of the leased premises, its apparatus or appurtenances. At the expiration of the term hereof, or on the termination of this Lease, Tenant shall surrender the leased premises in good and clean condition, normal wear and tear excepted. All carpets within the leased premises are to be vacuumed, steam cleaned and shampooed at Tenant's expense upon the expiration or earlier termination of this lease and Tenant's surrender of the premise.

Landlord shall maintain and repair all plumbing, lines and equipment installed for the general supply of hot and cold water, heat, ventilation and electricity, except that Tenant shall be responsible for any and all maintenance and repairs attributable to obstructions or objections deliberately or inadvertently introduced or placed in the fixtures, lines or equipment by Tenant, Tenant's employees, agents, licenses or invitees.

Landlord shall not be responsible or liable at any time for any loss or damages to Tenant's equipment, fixtures or other personal property of Tenant or to Tenant's business except to the extend attributable to Landlord's negligence. Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damages to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying other portions of the Building.

Landlord shall not be responsible or liable for any defect, latent or otherwise, in the Building in which the leased premises is situated, or any of the equipment, machinery, utilities, appliances or apparatus herein nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, steam, or snow or ice, running or overflow of water or sewerage in any part of said leased premises, the Building, or the surrounding area, or for the injury or damage caused by or resulting from acts of God or other elements, or for any injury or damage caused by or resulting from any defect in the occupancy, construction, operation or use of any of said leased premises, building, machinery, apparatus or equipment by person or by to from the acts of negligence of any occupant of the premises, unless Landlord itself is negligent.

11. Repairs, Abatement of Rent.

If repairs which landlord is obligated to make under the terms of this Lease so unreasonably interfere with tenant's ordinary operations as to necessitate tenant's vacating the premises for a substantial party of any day upon which Tenant otherwise would be open for business, then rent shall be abated during that part of each business day when the premises are required to be and actually are, vacated. There shall be no abatement, however, because of repairs made outside of the tenant's normal business hours or with respect to repairs which do not reasonably require tenant to actually close the entire premises for business. When abatement is required under this paragraph, the amount of rent abated shall be determined by multiplying the total rent otherwise applicable for the month in question by a fraction, the numerator shall be the total number of business hours during which the premises were required to be vacated and the denominator of which shall be the total number of hours during which the premise otherwise ordinarily would have been open for business during that month. For example, if necessary

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repairs which are the responsibility of the Landlord require a Tenant to vacate the premises for 6 hours, then Tenant's rent for that month will be abated by 3 percent (6/198 = .03)

12. Fire and Other Casualty.

Should the leased premises be damaged by fire or other casualty and if the damage is repairable within four (4) weeks from the date of the occurrence (with the repair work and the preparation therefrom to be done during regular working hours on regular work days), the damages shall be repaired with due diligence by Landlord, and in the meantime the monthly rental shall be abated in the same proportion that the untenable portion of the leased premise bears to the whole thereof.

Should the leased premises be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be repaired within four (4) weeks of the occurrence, Landlord shall have the option to terminate this Lease, and Landlord shall advise Tenant within thirty (30) days after the happening of any such damage whether Landlord has elected to continue this Lease in effect or to terminate it. If Landlord shall elect to continue this Lease in effect, it shall commence and prosecute with reasonable diligence any work necessary to restore or repair the leased premises. If Landlord shall fail to notify Tenant of its election within said thirty-day period, or shall not have commenced the restoration or repair work within said period, Landlord shall be deemed to have elected to terminate this Lease, and the Lease shall thereafter automatically terminate. The commencement by Landlord of repair work shall be deemed to constitute notice that Landlord has elected to restore or repair the leased premises. For the period from the occurrence of any damage to the leased premises to the date of completion of the repairs (or to the date of termination of the Lease if Landlord shall elect not to restore the leased premises), the monthly rental shall be abated in the same proportion as the untenable portion of the leased premises bears to the whole thereof.

In the event restoration or repairs is delayed by acts or omissions of Tenant, there shall be no abatement of rental during that period of such delay. If the fire or damage is caused by the carelessness, negligence or improper conduct of Tenant, then notwithstanding other provisions of this Lease, Tenant shall remain liable for the rent, without abatement, during any period of repair or restoration.

If the Landlord, in its discretion, shall decide within thirty (30) days after the occurrence of any fire or other casualty in the Building, even though the leased premises may not have been affected by such fire or other casualty, to demolish, rebuild or otherwise replace or alter the Building containing the leased premises, then upon written notice given by Landlord to Tenant, this Lease shall terminate on a date specified in such notice, but no sooner than thirty (30) days from the date of such notice, as if that date had been originally fixed as the expiration date of the term herein leased. Tenant and Landlord hereby mutually release each other from liability and waive all rights of recovery against each other from any loss from perils insured against under their respective fire insurance policies, including any extended coverage and the endorsement thereto; provided, however, that this paragraph 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.

Restoration or repair work conducted in the common areas, in areas of the Building unleased, or leased to other tenants, or the noise or interference arising therefrom, shall not be deemed an eviction of Tenant, or breach of this Lease, but Tenant's obligation to pay rent shall be abated during such period of time as Tenant is unable to conduct business at the leased premise by reason of actual physical interference with use of the leased premises as a result of such restoration or repair work.

13. Indemnification.

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Tenant agrees to protect, defend, indemnify and save harmless Landlord from and against any and all claims (no matter how meritless), demands, and cause of action of any nature whatsoever, and any expenses incident o defense of and by Landlord therefrom for injury to or death or persons or loss of damage to property occurring on the leased premises, or in any manner arising out of Tenant's use and occupation of said premises, or the condition thereof, during the term of this Lease. Tenant shall procure and maintain public liability insurance coverage, naming Landlord as the insured, which coverage, pertaining to the leased premises, shall not be less than $250,000 per person for bodily injury or death, and $100,000 for property damage

14. Common Areas and Facilities.

All common areas and common facilities in or about the leased premises and the Building shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting and other improvements on all said areas; to change the areas, level, location and arrangement for common areas and other facilities and temporarily to close the common areas to effect such changes.

All common areas and facilities which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license, which shall not be unreasonably revoked, and if such license be revoked or if the amount of such areas be changed or diminished, Landlord shall not be the subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction.

15. Default.

If Tenant at any time during the term of this Lease (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity or before any administrative tribunal, which have or might have the effect of preventing Tenant from complying with the term s of this Lease) shall

(a) Fail to make payment of any installment or rent or of any other sum herein specified to be paid by Tenant, and Tenant fails to cure such default within seven (7) days after such failure to make payment; or

(b) Fail to observe or perform any of Tenant's other covenants, agreements or obligations hereunder, and if within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default or defaults, Tenant shall not have commenced to cure such default and proceed diligently to cure the same; or

(c) If Tenant has filed a Petition for an Arrangement under Chapter 11 of the Bankruptcy Act, 11 U.S.C. 701 et. seq., or a voluntary petition under any other provision of said Bankruptcy Act, or if Tenant finally and without further possibility of appeal or review

i. Is adjudicated as bankrupt or insolvent; or

ii. Has a receiver appointed for all or substantially all of its business or assets on the ground of Tenant's insolvency; or

iii. Has itself appointed as a debtor-in-possession; or

iv. Has a trustee appointed for it after a petition has been filed for Tenant's reorganization under the Bankruptcy Act of the United States known as the Chandler Act or any future law of the United States having the same general purpose, or

v. If Tenant shall make an assignment for the benefit of its creditors then in any such event Landlord shall have the right at its election, then or at any time thereafter and while such default, defaults or events shall continue, to give Tenant notice of Landlord's intention to terminate this Lease and all Tenant's rights hereunder on a date specified in such notice, which date shall not be less than ten(10 days

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after the date of giving of such notice, and on the date specified in such notice the term of this Lease and all rights granted Tenant hereunder shall come to an end as fully as if the Lease then expired by its own terms and Tenant hereby covenants peaceably and quietly to yield up and surrender to Landlord said leased premises and all improvements and fixtures located thereon, and to execute and deliver to Landlord such instrument or instruments as shall be required by Landlord as will properly evidence termination of Tenant's rights hereunder or its interest therein. In the event that termination of this Lease as in this paragraph above provided, Landlord shall have the right to repossess the leased premises and such improvements and fixtures, either with process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of the Tenant, including damages for rent not then accrued. Landlord shall also have the right, without resuming possession of the premises or terminating this Lease to sue for and recover all rents and other sums, including damages at any time and from time to time accruing hereunder.

16. Notices.

Any and all notices required or permitted under this Lease, unless otherwise specified in writing by the party whose address is changed, shall be mailed, certified or registered mail, or delivered, to the following address:

Landlord: Kodiak Plaza One, Inc.
PO Box 2042
Kodiak Alaska 99615

Tenant: High Rise, LLC
104 Center AVE. st. 102
Kodiak, AK 99615

Any such notices shall be deemed effective on the date of mailing or delivery.

17. Costs Upon Default. In the event either party shall be in default in the performance of any of its obligations under this Lease or an action shall be brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefor, including a reasonable attorney's fee.

In the event either party shall without fault on its part be made a party to any litigation commenced by or against the other, then such other party (i.e., the party by or against whom the litigation was commenced) shall pay all costs and reasonable attorney's fees incurred or paid by the party who, without fault, was made a party to said litigation.

18. Rights or Remedies. Except insofar as this is inconsistent with or contrary to any provision of this Lease, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

19. Waiver and Forbearance. Except to the extent Landlord may have otherwise agreed in writing, no waiver by Landlord may have otherwise agreed in writing, no waiver by Landlord of any breach by Tenant of any of Tenant's obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation, nor shall any

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1. **Notices of Nonresponsibility**. Landlord may enter the demised premises at any time for the purpose of posting notices of nonresponsibility.

1. **Successors in Interest**. This Lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

1. **Subletting and Assignment.** Tenant shall not sublet the leased premises, or any part thereof, or assign this Lease or any part thereof, nor shall this Lease be assigned in whole or in party by operation of law or through any court proceedings, without the prior written consent of Landlord to such subletting or assigning, which consent Landlord may withhold at its discretion. Any such attempted assignment or sublease without Landlord's written consent shall be void and shall give Landlord the option of terminating this lease upon thirty (30) days written notice to Tenant.

If Tenant is a corporation, any merger, consolidation, or dissolution to which it is a party, or any change in ownership of a majority of its voting stock outstanding, or, if Tenant has a partnership, LLP or LLC, the acceptance of any new partners or members having effective control thereof shall constitute an assignment of this Lease for purposes of this Paragraph.

1. **Holding Over**. In the event that the Tenant holds over at or after the end of the term, the tenancy shall be deemed a month-to-month tenancy commencing on the first day of the hold-over period.

1. **Estoppel Certificate**. Tenant shall, at any time and from time to time upon not less than fifteen (15) days prior request by Landlord execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is in full force and effect and unmodified (or in full force and effect and modified and stating the modifications), the dates to which the rent(s) and any other charges have been paid in advance, the date Tenant entered into occupancy of the leased premises and the date the Lease term expires, the nature and amount of any claims of Tenant against Landlord arising as a result of this Lease, and the existence and nature of any defenses or offsets claimed by Tenant against enforcement of this Lease by Landlord; it being intended that any such statement delivered pursuant to this paragraph may be relied upon by and prospective purchaser or encumbrancer (including assignees) of the premises. In the event Tenant fails so to certify within such fifteen (14) days, Tenant shall be deemed to have certified and admitted the accuracy of information submitted by Landlord in good faith to any prospective purchaser or encumbrancer in respect to this Lease.

1. **Construction of Lease**. This Lease shall be governed by and construed in accordance with the laws of the State of Alaska but the convention pursuant to which ambiguities in a lease or other contract may be construed against the party drafting the same shall not apply to this lease. Words of gender used in this Lease shall mean and include any other gender, and singular shall mean and include the plural, and the plural the singular, where applicable, and when the sense requires.

1. **Security Deposit**. An essential inducement to the Landlord from Tenant for this Lease is a security deposit by Tenant in the amount of One thousand three hundred Four dollars 10 cents DOLLARS (1,304.10) Tenant's security deposit shall be held by Landlord without interest accruing thereon and need not be segregated into a separate trust account or depository. The deposit shall serve as security for the full and faithful performance by the Tenant of all of the covenants and terms of this Lease required to be performed by Tenant. Such security deposit shall be returned to the Tenant, without interests, after the expiration of this Lease if Tenant has fully and faithfully carried out all of its covenants and terms and left the leased premises in a clean and undamaged condition, suitable for immediate rental by a new tenant. If Tenant does not fully and faithfully perform the

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covenants and term of this Lease, Landlord may apply the aforementioned security deposit against damages resulting from breaches of Tenant. In the event all or part of the security deposit is so applied during the term of this lease, Tenant shall, upon demand promptly pay to Landlord such amount as may be necessary to replenish the security deposit to its original amount.

In the event of a bona fide sale of the property of which the leased premises are a part, the Landlord shall have the right to transfer such security deposit to purchaser to be held under the terms of the Lease, and, in the at event, Landlord shall be released from all liability for the return of such security deposit to the Tenant. The Tenant may not assign or encumber the money deposited as security, and neither the Landlord nor its successors or assigns shall be bound by any such assignment or encumbrances.

1. **Additional Agreements**. Landlord and Tenant further agree as follows:

_____

_____

_____

_____

_____

_____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first hereinabove written.

LANDLORD		TENANT
KODIAK PLAZA 1 INC.		Business Name Business Agent/Responsible Party
BY: _____ BY: _____		BY: _____ BY: _____

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STATE OF ALASKA)
Kodiak Island Borough)
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 14th day of December, 20, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Roy A Chadarria and Jack Schactler and known to me to be the persons named in and who executed the foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

MARY ANN VELASCO ★ NOTARY PUBLIC ★ STATE OF ALASKA

Notary Public in and for Alaska
My Commission Expires: 04/01/2019

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 14th day of December, 20, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Roy A Chadarria and Jack Schactler and known to me to be the persons named in and who executed the foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

MARY ANN VELASCO ★ NOTARY PUBLIC ★ STATE OF ALASKA

Notary Public in and for Alaska
My Commission Expires: 04/01/2019

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Acknowledgement of Intent

High Rise, LLC is Located at 104 Center Avenue. Suite 102 Kodiak, AK 99615. High Rise, LLC intends to operate as recreational retail marijuana facility. The landlord & property manager have both been notified by the licensee about the type of business High Rise, LLC will conduct. As of December 5th, 2018 High Rise, LLC will occupy suite 102 with full consent and permission from the landlord to operate as a recreational retail marijuana facility.

Signature of Licensee

Notary Public

ALMA N. FINNERTY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 05, 2019
STATE OF ALASKA

Jack Schactler

Printed name of licensee

My commission expires: 03·05·2019

Subscribed and sworn to before me this 16th day of Feb., 2019.

Signature of Landlord

Notary Public

Roy A. Chavarria

Printed name of Landlord

My commission expires: 6-18-21

Subscribed and sworn to before me this 15th day of Feb, 2019.

NOTARIAL SEAL IOWA
TAYLOR JAMES CHRISTENSEN
Commission Number 811118
MY COMMISSION EXPIRES
JUNE 18, 2021

Received by AMCO 2/21/19

Rental Disclaimer

High Rise, LLC will be located at 104 center avenue. Suite 102 Kodiak, Alaska 99615. The location will be on a lease of one year to begin December 5th, 2018. At no time may the landlord/lessor take possession of marijuana or marijuana products or remove marijuana or marijuana products from the premises. In the event that this is necessary, AMCO must be contacted immediately for further instruction.

Signature of Licensee

Notary Public

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