SUBLEASE AGREEMENT

THIS SUBLEASE ("Sublease") is entered into as of February 1, 2019, by and between DENALI WORKS LLC., an Alaskan limited liability company, GEORGE JORDAN (the "Landlord"), as sublessor, and SUSAN NOWLAND d/b/a DENALI GRASS COMPANY, an Alaskan limited liability company, (collectively, the "Tenant"), as sublessee. LONGITUDE 149 WEST, LLC, an Alaskan limited liability company ("Prime Landlord"), joins in this Sublease for purposes of consenting thereto.

A. Sublessor entered into a sublease dated January 24, 2019, with Prime Landlord, ("Sub Lease") for a certain real property, consisting of a portion of Lot 2, Tract C-1, Healy Small Tracts Alaska Subdivision with a gas station and convenience store and other improvements, located at Mile Post 248.5 Parks Highway, Healy, Alaska, commonly known as the "McKinley Miner's Market & Deli" ("Premises"). The Prime Lease is incorporated herein by reference as though fully restated herein.

B. Landlord desires to sublease to Sublessee and Sublessee desires to sublease from Landlord part of the Premises comprised of the gas station, partial area of first floor of the convenience store (approximately 1,500 square feet) and a storage area in the basement in the building as depicted on the aerial photo attached hereto as Exhibit A (the "Sublet Premises") on the terms and conditions hereinafter set forth. The laundromat and public showers in the basement of the building are not part of the Sublet Premises. That part of the Premises to be sublet to Tenant is hereinafter referred to as the "Sublet Premises. Suite A GS SN

Agreements

For and in consideration of the Recitals set forth above (which are by this reference made a part of this Sublease), and the covenants and agreements set forth below and other valuable consideration, Landlord hereby subleases the Sublet Premises to Tenant and Tenant hereby subleases the Sublet Premises from Landlord under the following terms and conditions:

1. Governing Instruments.

(a) The relationship between Landlord, as sublessor, and Tenant, as sublessee, shall in all respects be governed by, and be conducted in accordance with the terms and conditions of the Prime Lease to the extent such terms and conditions are not inconsistent with the terms and conditions of this sublease. With respect to the Prime Landlord and the Tenant only, in the event of any inconsistencies between the terms and provisions of the Prime Lease and the terms and provisions of this Sublease, the terms and provisions of this Sublease shall govern. Tenant acknowledges and agrees that its use and occupancy of the Sublet Premises will remain subject to the terms and conditions of the Prime Lease.

(b) Nothing contained in this sublease shall in any way be construed as relieving Landlord from the performance of all conditions, obligations and agreements of Landlord as lessee under the Prime Lease.

(c) Tenant recognizes that Prime Landlord has reserved certain rights with respect to the Sublet Premises under the terms and provisions of the Prime Lease, which

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rights will continue to be exercised by Prime Landlord. Tenant further agrees that any obligations, responsibilities and duties incurred by Landlord hereunder may be undertaken by the Prime Landlord subject to the conditions and limitations contained in the Prime Lease and that the performance of such obligations, responsibilities and duties by the Prime Landlord in accordance with the terms and the Prime Lease will constitute full performance thereof by Landlord hereunder.

2. Term of Sublease. The term of this Sublease shall be deemed to have commenced on April 1, 2019, and shall terminate on December 31, 2022 unless sooner terminate as provided herein. Notwithstanding the term as provided in this Paragraph 2, upon termination of the Prime Lease prior to the termination of this Sublease, then such Prime Lease termination shall, at Prime Landlord's option, either (a) this Sublease will be terminated if Tenant's actions directly or indirectly caused Prime Landlord to terminate the Prime Lease, or (b) operate as an assignment of this Sublease to Prime Landlord on the terms described herein. Notwithstanding any provision of this Sublease to the contrary, Landlord shall continue to operate and maintain the Sublet Premises until the earlier of April 30, 2019 or the date Tenant assumes operation of the Sublet Premises from Landlord.

3. Early Termination Right. Tenant shall have the right, subject to the provisions of this Section 3, to terminate the Sublease ("Termination Right") with respect to the Sublet Premises only as of expiration of August 1, 2019 ("Early Termination Date"), so long as Tenant delivers to Prime Landlord (i) a written notice ("Termination Notice"), of its election to exercise its Termination Right, on or before July 1, 2019, and (ii) concurrent with Tenants delivery to Prime Landlord of the Termination Notice delivers, an official notice from the Alcohol & Marijuana Control Office (AMCO) confirming that Tenant and/or Tenant's subtenant failure to successfully obtain required licensing necessary to open and operate a marijuana retail store, (iii) early termination payment equal to (1) forfeiture of the Security Deposit paid by Tenant under Section 5 and (2) all of the lease payments paid by Tenant prior to exercise of Early Termination Notice, (collectively, the "Early Termination Payment"). If Tenant timely and properly exercises the Termination Right, Tenant shall vacate the Sublet Premises and deliver possession thereof to Landlord in the condition required by the terms of this Sublease on or before the Early Termination Date and Tenant shall have no further obligations under this Sublease except for those accruing prior to the Early Termination Date and those which, pursuant to the terms of this Sublease, survive the expiration or early termination of this Sublease. In the event that (i) Tenant does not deliver to Landlord the Termination Notice and the Early Termination Payment within the time period provided in this paragraph, Tenant shall be deemed to have waived its Termination Right and the provisions of this Section 3 shall have no further force or effect. It is anticipated that once the Early Termination Right has lapsed, Tenant shall enter into a new lease directly with Prime Landlord for the Sublet Premises, with terms similar to those contained in the Prime Lease. Provide such new lease is entered into between Tenant and Prime Landlord, and with the consent and approval of Prime Landlord, both this Sublease and the Prime Lease shall become null and void. Landlord expressly grants Prime Landlord the right to terminate the Prime Lease and this Sublease in accordance with the terms of this Section 3.

4. Permitted Use.

(a) The Premises may only be used by Tenant for purposes of a retail cannabis store, and at all times in accordance with the Prime Lease. Tenant may sell any and all Alaska Marijuana Control Office (AMCO) approved products, including marijuana and ancillary products in the retail store. Tenant may not sell any

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alcoholic beverages. Landlord warrants that the Tenant's intended uses as defined herein are permitted under the Prime Lease.

(b) During the term of this Sublease, Tenant shall enjoy the use of all leasehold improvements located in or on the Sublet Premises, including but not limited to exits and entryways as may be necessary for Tenant's access to the Sublet premises.

(c) Notwithstanding any provision of this Sublease to the contrary, Tenant's retail menu and hours of operation shall be subject to review and approval by Prime Landlord, in Prime Landlord's sole and absolute discretion, from time to time.

5. Rent Payment. The Base Rent shall be monthly sum, payable on the first day of each month of the lease Term equal to Five Thousand Dollars ($5,000.00). Lease payments shall be paid to the Landlord at the address in Section 16 of this Sublease.

The Security Deposit shall be $10,000.00, payable $5,000.000 at the time of the Sublease execution and $5,000.00 on or before April 1, 2019. The Security Deposit shall be paid to Landlord.

6. Utilities, Real Estate Taxes, Insurance. In addition to the Base Rent as provided above, Tenant shall pay one hundred percent (100%) of the cost of fuel oil and electric serving the Premises, water usage charges (to the extent Landlord elects to provide water), septic maintenance and the full cost of any other utilities which may be separately metered to the Sublet Premises. To the extent required, Tenant shall purchase and install electric and water metering equipment, at Tenant's sole cost and expense. All amounts to be paid by Tenant pursuant to this Sublease Agreement in addition to Base Rent shall be deemed "Additional Rent." All other utilities not comprising shared utilities shall be the sole responsibility of Tenant.

7. Covenants of Landlord as Sublessor.

(a) Landlord agrees to accord to Tenant the same services and benefits with respect to the Sublet Premises that Landlord is accorded (to the extent that Landlord receives such benefits from Prime Landlord) under the Prime Lease. Tenant shall have the right to terminate the sublease if Landlord fails to provide such services to Tenant within thirty (30) days of written notice by Tenant to Landlord. Landlord shall not otherwise be obligated to provide Tenant with any services or benefits. Notwithstanding anything in this Sublease to the contrary, Prime Landlord and Landlord shall have no maintenance obligations with respect to the Sublet Premises.

Provided Tenant promptly pays all rent due under this Sublease and promptly and faithfully performs all other covenants and undertakings of Tenant as sublessee hereunder, and provided further that Landlord's right to possession of the Premises demised to it as lessee under the Prime Lease remains in effect throughout the term of this Sublease, Landlord warrants to Tenant quiet possession and enjoyment of this Sublet Premises during the term of this Sublease. If Landlord's right to possession of the Premises shall terminate at any time during the term of this Sublease, then this Sublease and the term granted to Tenant hereunder shall immediately terminate.

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(b) If Landlord receives notice from the Prime Landlord of any breach or default or alleged breach or default of the Prime Lease on the part of Landlord, Landlord shall so notify Tenant within ten (10) business days after receiving such notice.

8. Termination of Lease; Attornment; Direct Payment to Landlord. Any Lease Termination (as hereinafter defined) prior to the termination of the Sublease, shall at Prime Landlord's option either: (i) terminate the Sublease if Tenant's actions directly or indirectly caused Prime Landlord to terminate the Prime Lease; or (ii) operate as an assignment of the Sublease to Prime Landlord on the terms described herein. Prime Landlord's option herein may be exercised by written notice to Tenant within ninety (90) days after Prime Landlord receives written notice of such Lease Termination (or at Prime Landlord's option such earlier date after Prime Landlord otherwise becomes aware of such Lease Termination, or becomes aware of any circumstances that could result in such Lease Termination if Prime Landlord desires to send a notice to become effective when such Lease Termination occurs). Upon Prime Landlord's exercise of its right to require an assignment hereunder, Tenant shall be deemed to have attorned to Prime Landlord and to have recognized Prime Landlord as Tenant's landlord under the Sublease, upon the terms and conditions and at the Rent specified in the Sublease, and for the then remaining term of the Sublease, except that Prime Landlord shall not be bound by any provision of the Sublease which in any way increases Prime Landlord's duties or liabilities to Tenant beyond those owed to Landlord under the Lease. Tenant agrees to execute and deliver at any time and from time to time, upon the request of Prime Landlord, any instruments which may be necessary or appropriate to evidence such attornment. "Lease Termination" means any event, which by voluntary or involuntary act or by operation of law, causes the Prime Lease and/or Landlord's (as tenant thereunder) right to possession of the Premises to be terminated, cancelled, rejected in bankruptcy, insolvency, reorganization or other such proceedings, foreclosed against, or otherwise come to an end, including but not limited to: (i) a default by Landlord under the Lease of any of the terms or provisions thereof; (ii) foreclosure proceedings brought by the holder of any mortgage or trust deed to which the Lease is subject, or (iii) the termination of Landlord's leasehold estate by dispossession proceedings or otherwise.

9. Indemnification. Tenant shall indemnify and hold Landlord and Prime Landlord and their successors and assigns harmless, at Tenant's sole cost, against and from any and all claims, demands, actions, causes of action, debts, liabilities, obligations, judgments and decrees, which may be made, asserted or recovered against them and any one or more of them by virtue of Tenant's occupancy or use of the Sublet Premises or Tenant's breach of the provisions of this Sublease.

10. Alterations and Leasehold Improvements. Tenant may not make major, structural or permanent alternations or leasehold improvements to the Sublet Premises, other than those that may be required to install and operate Tenant's business. In the event Tenant desires to make any major, structural or permanent alterations or leasehold improvements to the Sublet Premises, including the furnishing and installation of any signage (other than minor, non-structural or temporary alterations or leasehold improvements), Tenant shall first obtain the written or email consent of Prime Landlord, which shall not be unreasonably withheld, and in all cases comply with the terms of the Prime Lease. In the event Tenant exercises its Early Termination Right under Section 3, Tenant shall be required to restore the Sublet Premises to the condition that existed as of the date of this Sublease, in the sole and absolute discretion of the Prime Landlord. In the event Prime Landlord does not require the Sublet Premises to be restored by Tenant, any Tenant improvements shall become part of the Sublet Premises and shall revert to Prime Landlord upon termination of this Sublease.

AMCO Received 3/1/2019

11. Landlord Remedies.

(a) In the event of a default by Tenant, Landlord shall have all the remedies accorded the Prime Landlord under the Lease as to the default by the lessee thereunder.

(b) In the event Tenant fails to perform any of its obligations hereunder, then Landlord may, but in no way shall be obligated to, perform all or any part of Tenant's obligations hereunder on behalf of the Tenant; provided however, that Landlord shall perform Tenant's obligations hereunder to the extent necessary to remain in compliance with the Prime Lease. Any cost or expenses actually incurred by Landlord which were necessary in Landlord's reasonable judgment in so performing Tenant's obligations (including, but not limited to, Landlord's attorney's fees and costs) shall be additional rent due hereunder immediately upon demand for Payment by Landlord to Tenant.

(c) If as a result of a default under this Sublease by Tenant, Prime Landlord deems Landlord in default under the Prime Lease and pursues such remedies therefore as may be provided Prime Landlord by law, equity or the Prime lease. Tenant agrees to reimburse Landlord promptly on demand the amount of any costs, claims and expenses, including reasonable attorneys' fees and costs resulting therefrom.

12. Removal of Property. At no time in no event may Tenant remove from the Sublet Premises or Premises any property of any kind belonging to Landlord or Prime Landlord..

13. Landlord's Title. Landlord covenants and warrants that it has a leasehold interest in the Sublet Premises and has full power or execute this Sublease as a valid instrument and to grant to Tenant the Tenant's rights hereunder, subject to the rights of Prime Landlord to approve this Sublease under the Prime lease. Landlord warrants that there is currently no default or breach of the Prime Lease on the part of Landlord, and that the Prime Lease is in full force and effect.

14. Conditions of Premises; Surrender. Tenant agrees to accept the Sublet Premises in "as is" condition, and agrees that Landlord has no obligation to improve, alter or otherwise prepare the Sublet Premises for occupancy. Further, Landlord has no obligation to maintain, improve or repair the Sublet Premises. At all times hereunder, Tenant shall maintain the Sublet Premises in good repair. Tenant may not store inoperative or abandoned vehicles, junk or other items on the Sublet Premises that Landlord shall reasonably find objectionable, in Landlord's sole and absolute discretion. Upon termination of this Sublease by lapse of time or otherwise, Tenant agrees to surrender the Sublet Premises free from damage and in good repair, ordinary wear and tear excepted. Upon the termination of the Sublease, Tenant shall be entitled remove any fixtures related to Tenant's build out and restore the Sublet Premises (or at the request of Landlord must remove such fixtures and restore the Sublet Premises). In all cases, Tenant shall be responsible for any damage to the Sublet Premises and the Premises, other than reasonable wear and tear, in the sole reasonable discretion of the Landlord.

15. Successors and assigns. The terms, covenants and conditions of this Sublease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and permitted assigns.

16. Notices. All notices, demands, requests and other communications necessary or desirable under this Sublease shall be in writing and shall be deemed properly served if delivered by hand

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to the party whose attention it is directed or when received if sent, by United States mail, postage prepaid, registered or certified mail, return receipt requested, with a copy by email transmission, addressed as follows:

(a) If intended for Prime Landlord:

Longitude 149 West, LLC
Attn: David McCarthy
POB 107
Denali National Park, AK 99755
Email: mccarthy@denaliparksalmonbake.com
Facsimile: (866) 554-5633

And

Jason Motyka
POB 107
Denali National Park, AK 99755
Email: Jason@denaliparksalmonbake.com
Facsimile: (866) 554-5633

And

Daniel J. McCarthy III
835 McClintock Drive, 2nd Floor
Burr Ridge, IL 60527
Email: djm@gsrnh.com
Facsimile: (630) 655-9808

(b) If intended for Landlord:

Denali Works, LLC
George Jordan
PO Box 201191
Anchorage, AK 99520
Email: George.jordan@live.com

Or at such other address or to such other individual as the party entitled to receive notices shall designate to the other in writing.

17. No Relationship Between Prime Landlord and Tenant. This is a Sublease and nothing contained herein or the approval of Tenant by Prime Landlord shall in any way be deemed to create any contractual relationship between Prime Landlord and Tenant, other than the provisions of Section 3 and the requirement that Tenant pay the Base Rent directly to the Prime Landlord.

18. Cost of Litigation. If either Landlord or Tenant institutes legal proceedings against the other party alleging a breach or default of the provisions of this Sublease, or otherwise arising out of Tenant's possession of the Sublet Premises, the prevailing party shall be entitled to recover from the non-prevailing party, reasonable costs associated with such proceedings including, but not limited to, attorneys' fees and court costs.

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19. Damage or Destruction. If the Prime Lease terminates as the result of damage or destruction of the Premises, this Sublease shall terminate as of the date of the termination of the Prime Lease. If the Sublet Premises is damaged or destroyed as the result of a fire or other casualty, and if as a result thereof, it is impractical for Tenant (or any subtenant) to conduct its business therein for a period of thirty (30) consecutive days or more, Tenant may elect to terminate this Sublease as of the date of such damage or destruction without further liability hereunder (except for amounts due prior to such damage or destruction). Notwithstanding the foregoing, Landlord shall not be liable to Tenant if the damage or destruction was due to Tenant's own negligence.

20. Subrogation and Insurance. Under the terms of the Prime Lease, Landlord has agreed to pay the cost of fire and casualty insurance and extended coverage and other property insurance covering the Premises and Landlord's property. Tenant agrees to obtain and maintain throughout the term of the Sublease, (a) Commercial general liability insurance (providing coverage with personal injury limits of at least $1,000,000 for injury to one person and $2,000,000 for any one accident) with respect to the Premises and Tenant's activities in the Premises and upon and about the Sublet Premises, on an occurrence basis, with minimum limits as Landlord may require; and (b) insurance covering all of Tenant's contents, trade fixtures, machinery, equipment, furniture and furnishings in the Sublet Premises to the extent of at least ninety percent (90%) of their replacement cost under standard fire and extended coverage insurance; and (c) property damage insurance of at least $500,000 for damage to property. Landlord and Tenant agree to have all fire and extended coverage and other property damage insurance which either of them may carry, endorsed with a clause providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation with such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in the Sublease, and not withstanding anything in this Sublease with may appear to be to the contrary, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies. Notwithstanding the foregoing or anything contained in this Sublease to the contrary, any release or any waiver of any claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increase cost the other party shall have the right, within ten (10) days following written notice, to pay such increase cost keeping such release or waiver in full force and effect).

21. Approval By Prime Landlord. This sublease is subject to the approval of Prime Landlord pursuant to the Prime Lease and is terminable by Landlord if Prime Landlord refuses to consent to this Sublease.

AMCO Received 3/1/2019

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date first above written.

LANDLORD:

DENALI WORKS LLC.

By: _____

Its: Governor

_____

GEORGE JORDAN

TENANT:

SUSAN NOWLAND D/B/A DENALI GRASS COMPANY

By: _____

Its: OWNER

_____

SUSAN NOWLAND

AMCO Received 3/1/2019

EXHIBIT A

1365732.1

Received by AMCO 2.11.19

LEASE AMENDMENT

FIRST AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO THE LEASE AGREEMENT (the "Amendment") is made this_22nd__day of _February__ 2019__, by and between DENALI WORKS LLC (Landlord), and SUSAN NOWLAND d/b/a DENALI GRASS COMPANY (Tenant),

WITNESSETH:

WHEREAS, the Tenant having previously executed a sublease agreement (the "Sublease") pursuant to the terms of which Tenant has leased "McKinley Miner's Market & Deli" upper level, Mile Post 248.5 Parks Highway, Healy, Alaska.

WHEREAS, the Landlord and Tenant have agreed to make the following certain modifications to the Lease:

Landlord/lessor will not take possession of or remove marijuana from the premises, and that AMCO will be contacted in the event that this is necessary.

All other terms of existing lease will remain in effect.

DENALI WORKS LLC
Landlord Name

Landlord signature

2/22/19
Date

SUSAN NOWLAND d/b/a DENALI GRASS COMPANY
Tenant Name

Tenant Signature

2-22-19
Date

AMCO Received 2/25/2019

LEASE AMENDMENT

This Lease Amendment ("Amendment") is made and entered into as of the 26th day of February, 2019 by and between CRIMSON ELITE INVESTING, INC., an Alaskan corporation, JASON A. WELLS and STACEY NICOLE WELLS (collectively, the "Landlord"), as sublessor, and DENALI WORKS, LLC, an Alaskan limited liability company and GEORGE JORDAN, (collectively, the "Tenant"), as sublessee. LONGITUDE 149 WEST, LLC, an Alaskan limited liability company ("Prime Landlord"), joins in this Amendment for purposes of consenting thereto.

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Sublease dated January 24, 2019 for a portion of certain real property comprised of the gas station, entire first floor of the convenience store (approximately 2,448 square feet) and a storage area in the basement in the building as depicted on the aerial photo attached to the Sublease as Exhibit A (the "Sublet Premises") all contained on a portion of Lot 2, Tract C-1, Healy Small Tracts Alaska Subdivision with a gas station and convenience store and other improvements, located in Healy, Alaska, commonly known as the "McKinley Miner's Market & Deli", (the "Premises"); and

WHEREAS, the Tenant wishes to add certain parties to the Sublease, namely Susan Nowland d/b/a Denali Grass Company, who intends to sublease the Sublet Premises from Tenant; and

WHEREAS, Tenant has requested that the Sublease be amended to comply with AMCO licensing requirements; and

WHEREAS, the parties wish to add additional provisions to the Sublease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows:

1. The foregoing recitals are hereby made a part of and incorporated into this Amendment as if such recitals had been fully restated herein.

2. The "Tenant" shall include Susan Nowland d/b/a Denali Grass Company.

3. Neither Prime Landlord nor Landlord shall take possession of or remove marijuana from the Sublet Premises. Should it become necessary for either Prime Landlord or Landlord to take possession of or remove marijuana from the Sublet Premises, AMCO will be contacted in advance should this become necessary.

4. Notwithstanding any provision of the Sublease to the contrary, the following provisions shall apply to the Sublease:

   a. The Tenant shall not be in default of the Sublease or the Prime Lease for non-compliance with federal laws which outlaw the possession, production, distribution, sale, purchase or possession of marijuana.

   b. The Tenant shall comply will all applicable State of Alaska and local laws including marijuana licensing, program rules and zoning requirements.

AMCO Received 2/28/2019

c. Tenant's activities and those of its employees, agents and/or customers in or near the Sublet Premises shall not create a private or public nuisance, in the sole and absolute judgment of the Prime Landlord.

d. In relation to Tenant's activities and permitted use of the Sublet Premises, in the event any applicable law would subject the Prime Landlord to an unreasonable risk of forfeiture of the Premises, the risk of federal prosecution, nuisance prosecution or lawsuits, or bank foreclosure, together with any other risk deemed to be unreasonable to the Prime Landlord in its sole and absolute discretion, Prime Landlord may terminate the Sublease; and further, Tenant shall indemnify Prime Landlord for all costs that it may incur in relation to its defense in relation to the foregoing, including reasonable attorneys' fees. This Tenant indemnification requirement shall not limit any other Tenant indemnification requirements under the Sublease or Prime Lease.

e. The Sublease shall be governed by and shall be construed in accordance with the laws of the State of Alaska, without reference to principles of conflicts of law, and that the sole and exclusive venue for any disputes arising hereunder shall be in a state court located in Anchorage, Alaska.

5. Except as otherwise expressly amended by this Amendment, all terms, conditions and provisions of the Sublease shall be and remain in full force and effect and all words and phrases which are defined in the Sublease shall have the same meaning as ascribed to such words and phrases in the Sublease. In the event of a conflict between the terms of this Amendment and the Sublease or the Prime Lease, the terms of this Amendment shall control.

6. This Amendment may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

AMCO Received 2/28/2019

IN WITNESS WHEREOF, the parties have executed this Lease Amendment, consisting of three (3) pages, as of the date first above written.

LANDLORD:

CRIMSON ELITE INVESTING, INC.

By: Jason A. Wells

Its: President

Jason A. Wells

JASON A. WELLS

Stacey Nicole Wells

STACEY NICOLE WELLS

TENANT:

DENALI WORKS, LLC

By: _____

Its: Governor

George Jordan

GEORGE JORDAN

_____

SUSAN NOWLAND d/b/a DENALI GRASS COMPANY

PRIME LANDLORD:

LONGITUDE 149 WEST, LLC

By: _____

Its: Member

Jason Motyka

AMCO Received 2/28/2019

SUBLEASE AGREEMENT

THIS SUBLEASE ("Sublease") is entered into as of January 24, 2019, by and between CRIMSON ELITE INVESTING, INC., an Alaskan corporation, JASON A. WELLS and STACEY NICOLE WELLS (collectively, the "Landlord"), as sublessor, and DENALI WORKS, LLC, an Alaskan limited liability company and GEORGE JORDAN, (collectively, the "Tenant"), as sublessee. LONGITUDE 149 WEST, LLC, an Alaskan limited liability company ("Prime Landlord"), joins in this Sublease for purposes of consenting thereto.

A. Landlord entered into a Lease dated November 20, 2017, with Prime Landlord, ("Prime Lease") for a certain real property, consisting of a portion of Lot 2, Tract C-1, Healy Small Tracts Alaska Subdivision with a gas station and convenience store and other improvements, located in Healy, Alaska, commonly known as the "McKinley Miner's Market & Deli" ("Premises"). The Prime Lease is incorporated herein by reference as though fully restated herein.

B. Landlord desires to sublease to Tenant and Tenant desires to sublease from Landlord part of the Premises comprised of the gas station, entire first floor of the convenience store (approximately 2,448 square feet) and a storage area in the basement in the building as depicted on the aerial photo attached hereto as Exhibit A (the "Sublet Premises") on the terms and conditions hereinafter set forth. The laundromat and public showers in the basement of the building are not part of the Sublet Premises. That part of the Premises to be sublet to Tenant is hereinafter referred to as the "Sublet Premises."

Agreements

For and in consideration of the Recitals set forth above (which are by this reference made a part of this Sublease), and the covenants and agreements set forth below and other valuable consideration, Landlord hereby subleases the Sublet Premises to Tenant and Tenant hereby subleases the Sublet Premises from Landlord under the following terms and conditions:

1. Governing Instruments.

(a) The relationship between Landlord, as sublessor, and Tenant, as sublessee, shall in all respects be governed by, and be conducted in accordance with the terms and conditions of the Prime Lease to the extent such terms and conditions are not inconsistent with the terms and conditions of this sublease. With respect to the Prime Landlord and the Tenant only, in the event of any inconsistencies between the terms and provisions of the Prime Lease and the terms and provisions of this Sublease, the terms and provisions of this Sublease shall govern. Tenant acknowledges and agrees that its use and occupancy of the Sublet Premises will remain subject to the terms and conditions of the Prime Lease.

(b) Nothing contained in this sublease shall in any way be construed as relieving Landlord from the performance of all conditions, obligations and agreements of Landlord as lessee under the Prime Lease.

(c) Tenant recognizes that Prime Landlord has reserved certain rights with respect to the Sublet Premises under the terms and provisions of the Prime Lease, which rights will continue to be exercised by Prime Landlord. Tenant further agrees that

AMCO Received 2/25/2019

any obligations, responsibilities and duties incurred by Landlord hereunder may be undertaken by the Prime Landlord subject to the conditions and limitations contained in the Prime Lease and that the performance of such obligations, responsibilities and duties by the Prime Landlord in accordance with the terms and the Prime Lease will constitute full performance thereof by Landlord hereunder.

2. Term of Sublease. The term of this Sublease shall be deemed to have commenced on April 1, 2019, and shall terminate on December 31, 2022 unless sooner terminate as provided herein. Notwithstanding the term as provided in this Paragraph 2, upon termination of the Prime Lease prior to the termination of this Sublease, then such Prime Lease termination shall, at Prime Landlord's option, either (a) this Sublease will be terminated if Tenant's actions directly or indirectly caused Prime Landlord to terminate the Prime Lease, or (b) operate as an assignment of this Sublease to Prime Landlord on the terms described herein. Notwithstanding any provision of this Sublease to the contrary, Landlord shall continue to operate and maintain the Sublet Premises until the earlier of April 30, 2019 or the date Tenant assumes operation of the Sublet Premises from Landlord.

3. Early Termination Right. Tenant shall have the right, subject to the provisions of this Section 3, to terminate the Sublease ("Termination Right") with respect to the Sublet Premises only as of expiration of August 1, 2019 ("Early Termination Date"), so long as Tenant delivers to Prime Landlord (i) a written notice ("Termination Notice"), of its election to exercise its Termination Right, on or before July 1, 2019, and (ii) concurrent with Tenants delivery to Prime Landlord of the Termination Notice delivers, an official notice from the Alcohol & Marijuana Control Office (AMCO) confirming that Tenant and/or Tenant's subtenant failure to successfully obtain required licensing necessary to open and operate a marijuana retail store, (iii) early termination payment equal to (1) forfeiture of the Security Deposit paid by Tenant under Section 5 and (2) all of the lease payments paid by Tenant prior to exercise of Early Termination Notice, (collectively, the "Early Termination Payment"). If Tenant timely and properly exercises the Termination Right, Tenant shall vacate the Sublet Premises and deliver possession thereof to Landlord in the condition required by the terms of this Sublease on or before the Early Termination Date and Tenant shall have no further obligations under this Sublease except for those accruing prior to the Early Termination Date and those which, pursuant to the terms of this Sublease, survive the expiration or early termination of this Sublease. In the event that (i) Tenant does not deliver to Landlord the Termination Notice and the Early Termination Payment within the time period provided in this paragraph, Tenant shall be deemed to have waived its Termination Right and the provisions of this Section 3 shall have no further force or effect. It is anticipated that once the Early Termination Right has lapsed, Tenant shall enter into a new lease directly with Prime Landlord for the Sublet Premises, with terms similar to those contained in the Prime Lease. Provide such new lease is entered into between Tenant and Prime Landlord, and with the consent and approval of Prime Landlord, both this Sublease and the Prime Lease shall become null and void. Landlord expressly grants Prime Landlord the right to terminate the Prime Lease and this Sublease in accordance with the terms of this Section 3.

4. Permitted Use.

(a) The Premises may only be used by Tenant for purposes of a gas station, a deli and convenience store, and at all times in accordance with the Prime Lease. Tenant may sell tobacco products including marijuana products in the convenience store. Tenant may not sell any alcoholic beverages. Landlord

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warrants that the Tenant's intended uses as defined herein are permitted under the Prime Lease.

(b) During the term of this Sublease, Tenant shall enjoy the use of all leasehold improvements located in or on the Sublet Premises, including but not limited to exits and entryways as may be necessary for Tenant's access to the Sublet premises.

(c) Notwithstanding any provision of this Sublease to the contrary, Tenant's food and beverage menu and hours of operation shall be subject to review and approval by Prime Landlord, in Prime Landlord's sole and absolute discretion, from time to time.

5. Rent Payment. The Base Rent shall be monthly sum, payable on the first day of each month of the lease Term equal to Five Thousand Dollars ($5,000.00). Lease payments shall be paid to the Prime Landlord at the address in Section 16 of this Sublease.

The Security Deposit shall be $10,000.00, payable $5,000.000 at the time of the Sublease execution and $5,000.00 on or before April 1, 2019. The Security Deposit shall be paid to Prime Landlord.

6. Utilities, Real Estate Taxes, Insurance. In addition to the Base Rent as provided above, Tenant shall pay one hundred percent (100%) of the cost of fuel oil and electric serving the Premises, water usage charges (to the extent Landlord elects to provide water), septic maintenance and the full cost of any other utilities which may be separately metered to the Sublet Premises. To the extent required, Tenant shall purchase and install electric and water metering equipment, at Tenant's sole cost and expense. All amounts to be paid by Tenant pursuant to this Sublease Agreement in addition to Base Rent shall be deemed "Additional Rent." All other utilities not comprising shared utilities shall be the sole responsibility of Tenant.

7. Covenants of Landlord as Sublessor.

(a) Landlord agrees to accord to Tenant the same services and benefits with respect to the Sublet Premises that Landlord is accorded (to the extent that Landlord receives such benefits from Prime Landlord) under the Prime Lease. Tenant shall have the right to terminate the sublease if Landlord fails to provide such services to Tenant within thirty (30) days of written notice by Tenant to Landlord. Landlord shall not otherwise be obligated to provide Tenant with any services or benefits. Notwithstanding anything in this Sublease to the contrary, Prime Landlord and Landlord shall have no maintenance obligations with respect to the Sublet Premises.

Provided Tenant promptly pays all rent due under this Sublease and promptly and faithfully performs all other covenants and undertakings of Tenant as sublessee hereunder, and provided further that Landlord's right to possession of the Premises demised to it as lessee under the Prime Lease remains in effect throughout the term of this Sublease, Landlord warrants to Tenant quiet possession and enjoyment of this Sublet Premises during the term of this Sublease. If Landlord's right to possession of the Premises shall terminate at any time during the term of this Sublease, then this Sublease and the term granted to Tenant hereunder shall immediately terminate.

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(b) If Landlord receives notice from the Prime Landlord of any breach or default or alleged breach or default of the Prime Lease on the part of Landlord, Landlord shall so notify Tenant within ten (10) business days after receiving such notice.

8. Termination of Lease; Attornment; Direct Payment to Landlord. Any Lease Termination (as hereinafter defined) prior to the termination of the Sublease, shall at Prime Landlord's option either: (i) terminate the Sublease if Tenant's actions directly or indirectly caused Prime Landlord to terminate the Prime Lease; or (ii) operate as an assignment of the Sublease to Prime Landlord on the terms described herein. Prime Landlord's option herein may be exercised by written notice to Tenant within ninety (90) days after Prime Landlord receives written notice of such Lease Termination (or at Prime Landlord's option such earlier date after Prime Landlord otherwise becomes aware of such Lease Termination, or becomes aware of any circumstances that could result in such Lease Termination if Prime Landlord desires to send a notice to become effective when such Lease Termination occurs). Upon Prime Landlord's exercise of its right to require an assignment hereunder, Tenant shall be deemed to have attorned to Prime Landlord and to have recognized Prime Landlord as Tenant's landlord under the Sublease, upon the terms and conditions and at the Rent specified in the Sublease, and for the then remaining term of the Sublease, except that Prime Landlord shall not be bound by any provision of the Sublease which in any way increases Prime Landlord's duties or liabilities to Tenant beyond those owed to Landlord under the Lease. Tenant agrees to execute and deliver at any time and from time to time, upon the request of Prime Landlord, any instruments which may be necessary or appropriate to evidence such attornment. "Lease Termination" means any event, which by voluntary or involuntary act or by operation of law, causes the Prime Lease and/or Landlord's (as tenant thereunder) right to possession of the Premises to be terminated, cancelled, rejected in bankruptcy, insolvency, reorganization or other such proceedings, foreclosed against, or otherwise come to an end, including but not limited to: (i) a default by Landlord under the Lease of any of the terms or provisions thereof; (ii) foreclosure proceedings brought by the holder of any mortgage or trust deed to which the Lease is subject, or (iii) the termination of Landlord's leasehold estate by dispossession proceedings or otherwise.

9. Indemnification. Tenant shall indemnify and hold Landlord and Prime Landlord and their successors and assigns harmless, at Tenant's sole cost, against and from any and all claims, demands, actions, causes of action, debts, liabilities, obligations, judgments and decrees, which may be made, asserted or recovered against them and any one or more of them by virtue of Tenant's occupancy or use of the Sublet Premises or Tenant's breach of the provisions of this Sublease.

10. Alterations and Leasehold Improvements. Tenant may not make major, structural or permanent alternations or leasehold improvements to the Sublet Premises, other than those that may be required to install and operate Tenant's business. In the event Tenant desires to make any major, structural or permanent alterations or leasehold improvements to the Sublet Premises, including the furnishing and installation of any signage (other than minor, non-structural or temporary alterations or leasehold improvements), Tenant shall first obtain the written or email consent of Prime Landlord, which shall not be unreasonably withheld, and in all cases comply with the terms of the Prime Lease. In the event Tenant exercises its Early Termination Right under Section 3, Tenant shall be required to restore the Sublet Premises to the condition that existed as of the date of this Sublease, in the sole and absolute discretion of the Prime Landlord. In the event Prime Landlord does not require the Sublet Premises to be restored by Tenant, any Tenant improvements shall become part of the Sublet Premises and shall revert to Prime Landlord upon termination of this Sublease.

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11. Landlord Remedies.

(a) In the event of a default by Tenant, Landlord shall have all the remedies accorded the Prime Landlord under the Lease as to the default by the lessee thereunder.

(b) In the event Tenant fails to perform any of its obligations hereunder, then Landlord may, but in no way shall be obligated to, perform all or any part of Tenant's obligations hereunder on behalf of the Tenant; provided however, that Landlord shall perform Tenant's obligations hereunder to the extent necessary to remain in compliance with the Prime Lease. Any cost or expenses actually incurred by Landlord which were necessary in Landlord's reasonable judgment in so performing Tenant's obligations (including, but not limited to, Landlord's attorney's fees and costs) shall be additional rent due hereunder immediately upon demand for Payment by Landlord to Tenant.

(c) If as a result of a default under this Sublease by Tenant, Prime Landlord deems Landlord in default under the Prime Lease and pursues such remedies therefore as may be provided Prime Landlord by law, equity or the Prime lease. Tenant agrees to reimburse Landlord promptly on demand the amount of any costs, claims and expenses, including reasonable attorneys' fees and costs resulting therefrom.

12. Removal of Property. At no time in no event may Tenant remove from the Sublet Premises or Premises any property of any kind belonging to Landlord or Prime Landlord..

13. Landlord's Title. Landlord covenants and warrants that it has a leasehold interest in the Sublet Premises and has full power or execute this Sublease as a valid instrument and to grant to Tenant the Tenant's rights hereunder, subject to the rights of Prime Landlord to approve this Sublease under the Prime lease. Landlord warrants that there is currently no default or breach of the Prime Lease on the part of Landlord, and that the Prime Lease is in full force and effect.

14. Conditions of Premises; Surrender. Tenant agrees to accept the Sublet Premises in "as is" condition, and agrees that Landlord has no obligation to improve, alter or otherwise prepare the Sublet Premises for occupancy. Further, Landlord has no obligation to maintain, improve or repair the Sublet Premises. At all times hereunder, Tenant shall maintain the Sublet Premises in good repair. Tenant may not store inoperative or abandoned vehicles, junk or other items on the Sublet Premises that Landlord shall reasonably find objectionable, in Landlord's sole and absolute discretion. Upon termination of this Sublease by lapse of time or otherwise, Tenant agrees to surrender the Sublet Premises free from damage and in good repair, ordinary wear and tear excepted. Upon the termination of the Sublease, Tenant shall be entitled remove any fixtures related to Tenant's build out and restore the Sublet Premises (or at the request of Landlord must remove such fixtures and restore the Sublet Premises). In all cases, Tenant shall be responsible for any damage to the Sublet Premises and the Premises, other than reasonable wear and tear, in the sole reasonable discretion of the Landlord.

15. Successors and assigns. The terms, covenants and conditions of this Sublease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and permitted assigns.

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from the non-prevailing party, reasonable costs associated with such proceedings including, but not limited to, attorneys' fees and court costs.

19. Damage or Destruction. If the Prime Lease terminates as the result of damage or destruction of the Premises, this Sublease shall terminate as of the date of the termination of the Prime Lease. If the Sublet Premises is damaged or destroyed as the result of a fire or other casualty, and if as a result thereof, it is impractical for Tenant (or any subtenant) to conduct its business therein for a period of thirty (30) consecutive days or more, Tenant may elect to terminate this Sublease as of the date of such damage or destruction without further liability hereunder (except for amounts due prior to such damage or destruction). Notwithstanding the foregoing, Landlord shall not be liable to Tenant if the damage or destruction was due to Tenant's own negligence.

20. Subrogation and Insurance. Under the terms of the Prime Lease, Landlord has agreed to pay the cost of fire and casualty insurance and extended coverage and other property insurance covering the Premises and Landlord's property. Tenant agrees to obtain and maintain throughout the term of the Sublease, (a) Commercial general liability insurance (providing coverage with personal injury limits of at least $1,000,000 for injury to one person and $2,000,000 for any one accident) with respect to the Premises and Tenant's activities in the Premises and upon and about the Sublet Premises, on an occurrence basis, with minimum limits as Landlord may require; and (b) insurance covering all of Tenant's contents, trade fixtures, machinery, equipment, furniture and furnishings in the Sublet Premises to the extent of at least ninety percent (90%) of their replacement cost under standard fire and extended coverage insurance; and (c) property damage insurance of at least $500,000 for damage to property. Landlord and Tenant agree to have all fire and extended coverage and other property damage insurance which either of them may carry, endorsed with a clause providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation with such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in the Sublease, and not withstanding anything in this Sublease with may appear to be to the contrary, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies. Notwithstanding the foregoing or anything contained in this Sublease to the contrary, any release or any waiver of any claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increase cost the other party shall have the right, within ten (10) days following written notice, to pay such increase cost keeping such release or waiver in full force and effect).

21. Approval By Prime Landlord. This sublease is subject to the approval of Prime Landlord pursuant to the Prime Lease and is terminable by Landlord if Prime Landlord refuses to consent to this Sublease.

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IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date first above written.

LANDLORD:

CRIMSON ELITE INVESTING, INC.

By: _____

Its: member manager

Jason A. Wells

JASON A. WELLS

Stacey Nicole Wells

STACEY NICOLE WELLS

TENANT:

DENALI WORKS, LLC

By: _____

Its: Governor

George Jordan

GEORGE JORDAN

PRIME LANDLORD:

LONGITUDE 149 WEST, LLC

By: _____

Its: Member

Jason Molyk

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EXHIBIT A

1365732.1

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NET LEASE

McKINLEY MINER'S MARKET & DELI
Milepost 248.5 Parks Highway
Healy, Alaska

LANDLORD: LONGITUDE 149 WEST, LLC

TENANT: CRIMSON ELITE INVESTING, INC.
JASON A. WELLS
STACEY NICOLE WELLS

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(campground.)

NET LEASE

1. BASIC LEASE PROVISIONS

A. **Premises:**

Portion of Lot 2, Tract C-1
Healy Small Tracts Alaska Subdivision
Milepost 248.5 Parks Highway
Healy, Alaska
99743

B. **Landlord Information:**

Longitude 149 West, LLC

General Correspondence and
Rent Payment Address:
Longitude 149 West, LLC
Jason S. Motyka
PO Box 107
Denali Park, AK 99755

C. **Tenant and Address:**

Crimson Elite Investing, Inc.
Jason A. Wells, individually
Stacey Nicole Wells, individually
1623 Central Avenue, Suite 209
Cheyenne, WY 82001

D. **Date of Lease:** November 20, 2017

E. **Lease Term:** Five (5) Year(s), one (1) month and eleven (11) days from the Commencement Date of Term

F. **Commencement Date of Term:** November 20, 2017

G. **Expiration Date of Term:** December 31, 2022, unless sooner terminated in accordance with the terms of this Lease.

H. **Annual Base Rent:**

Period	Monthly Installment	Annual Base Rent
11/20/17 – 12/31/2017	Abated	Abated
1/1/2018 12/31/2018*	$8,000.00	$96,000.00
1/1/2019 – 12/31/2019	$8,000.00	$96,000.00
1/1/2020 – 12/31/2020	$8,000.00	$96,000.00
1/1/2021 – 12/31/2021	$8,000.00	$96,000.00
1/1/2022 – 12/31/2022	$8,000.00	$96,000.00

2nd 9
5yr - 3 10,500
5yr 4 11.
option 3 Renewal

*Monthly installments of Base Rent for January, February, March and April, 2018 shall be deferred to May 1, 2018 in accordance with Section 4, below.

I. **Premises Size (Rentable Area):**
Not applicable.

Tenant's Proportionate Share: 100%

J. **Security Deposit:** $8,000.00 payable as follows:

- $1,000 at time of Lease execution and $7,000 on or before January 1, 2018.

K. **Tenant's Permitted Use:** Gas station, deli (including a BBQ) and convenience store, and no other use. Tenant shall seek advance written approval from Landlord for Tenant's proposed sale of any prepared food products. Absent Landlord's advance written approval, Tenant shall not be permitted to sell any prepared food products. (campground showers)

L. **Broker:** None

M. **Guarantor(s):** None

N. **Exhibits:**

Exhibit A – Work Agreement
Exhibit B - Survey

2. **LEASING AGREEMENT.** Landlord leases to Tenant, and Tenant leases from Landlord, the premises (the "Premises") including the buildings comprising the gas station and convenience store known as "McKinley Miner's Market & Deli" (the "Building") located at Milepost 248.5 Parks Highway, Healy, Alaska and as delineated on the survey attached hereto as Exhibit B (the "Survey"). For purposes of this Lease, the term "Project" shall mean the Building of which the Premises are a part, together with all other improvements and betterments made a part of the real property on which the Building is situated. The term of this Lease (the "Term") shall commence (the "Commencement Date") as of November 20, 2017 and shall continue for a period of five (5) year(s), one (1) month and eleven (11) days until December 31, 2022 (the "Expiration Date"), unless terminated earlier as provided in this Lease. The term "rentable area" shall mean, as the context so requires, the rentable area of the Building and/or the Premises as calculated by the Landlord on the basis of the plans and specifications of the Building, including, if applicable, any common areas or a proportionate share thereof, as the case may be. Tenant hereby accepts and agrees to be bound by the figures for the rentable square footage of the Premises and Tenant's Proportionate Share set forth in Section 1.I.; however, Landlord may adjust such figure and Tenant's Proportionate Share if there is manifest error, addition or subtraction to the Building, re-measurement or other circumstance reasonably justifying adjustment.

3. **POSSESSION, USE AND ENJOYMENT.**

A. **Possession and Use of Premises.** Tenant shall take possession of the Premises on the Commencement Date. Tenant shall occupy and use the Premises for those purposes set forth in Section 1.K. and for no other purposes. Tenant shall seek advance written approval regarding any other

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projected operating cost

Landlord for such calendar year exceed the sum of Project Operating Costs owed for such calendar year, then Landlord shall credit such excess to Rent payable after the date of Landlord's Statement until such excess is exhausted. If this Lease shall expire or terminate prior to full application of such excess, Landlord shall pay to Tenant the unapplied balance that is not reasonably required for payment of Tenant's Proportionate Share of Project Operating Costs for the calendar year in which the Lease expires or terminates. No interest or penalties shall accrue on any amounts which Landlord is obligated to credit or pay to Tenant by reason of this Section. Unless Tenant shall take written exception to any item shown in any Landlord's Statement within ten (10) days after the date Landlord's Statement is rendered, Landlord's Statement shall be considered as final and conclusively binding upon Tenant. Any delay by Landlord delivering any estimate or statement pursuant to this Section shall not relieve Tenant of its obligations pursuant to this Section. Until Tenant's receipt of such statement or estimate for any year, Tenant shall pay the same Operating Expense amount as Tenant paid for the previous period.

C. **Survival.** The obligations of Tenant to pay Tenant's Proportionate Share of Project Operating Costs for the calendar year provided for in this Section 5 shall survive the expiration or termination of this Lease. Tenant shall pay any adjustment for actual Project Operating Costs owing to Landlord within fifteen (15) days after the date of Landlord's Statement for the calendar year in which this Lease expires or terminates.

D. **Payment of Rent.** All charges, costs and sums required to be paid by Tenant under this Lease in addition to Base Rent shall be considered "Additional Rent" payable to Landlord hereunder, and Base Rent, Additional Rent and other charges shall be collectively called "Rent." Rent shall be payable without demand, notice, offset or deduction, except as otherwise specifically stated in this Lease. All Rent due under this Lease shall be paid by check payable to the order of Landlord or the managing agent ("Manager") designated from time to time by Landlord. All Rent shall be mailed or delivered to Landlord at the office of the Manager, or in such other manner or at such other place as Landlord may from time to time designate to Tenant. Base Rent and Additional Rent will be prorated for partial months or years within the Term. Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease.

E. **Late Payment Fees and Interest.** If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, Tenant shall pay Landlord a late payment penalty of the greater of ONE HUNDRED AND NO/100THS ($100.00) DOLLARS or two (2%) percent of such amount or charge not timely paid. In addition to the foregoing, in the event such Rent or other amounts or charges owing by Tenant are more than fifteen (15) days past due, all such amounts shall bear interest at the monthly rate of 2%, until paid in full. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease or by law.

6. **OPTION TO RENEW/RIGHT OF FIRST REFUSAL.**

A. **Option to Renew.** Tenant shall, provided the Lease is in full force and effect and Tenant is not in default under any of the terms and conditions of the Lease at the time of notification or commencement, have three (3) renewal options to extend this Lease for a term of five (5) years (for each renewal term) as of the date the extension term is to commence. The monthly lease payments on the first extension term shall be equal to a monthly base rent of $9,500. The monthly lease payments on the second extension term shall be equal to a monthly base rent of $10,500. The monthly lease payments on the third extension term shall be equal to a monthly base rent of $11,500. If Tenant elects to exercise said option, then Tenant shall provide Landlord with one hundred and twenty (120) days advance written notice prior to the expiration of the term of the Lease. If Tenant fails to provide such notice, Tenant shall have no further or additional right to extend or renew the term of the Lease.

B. **Right of First Refusal.** Landlord reserves the right to sell the Premises constituting the subject matter of this Lease, at any time, to a third party, subject to the provisions of this Section 6.B. Prior to accepting an offer to purchase from a third party, Landlord shall provide written notice to Tenant of its intention to accept a proposed sale and fully and fairly disclose the terms of the proposed sale. Tenant shall be given five (5) days following its receipt of the written notice of the proposed sale, to exercise its right to purchase the Premises on the same or similar terms and credit conditions, if any, extended to the third party, by giving written notice to the Landlord of its intent to do the same. Tenant shall then have an additional sixty (60) days to close on the sale. For purposes of this Section 6.B, a sale to a third party shall not include a transfer of the Premises, in whole or in part, to an entity owned or controlled by David S. McCarthy and/or Jason S. Motyka, individually or through any other trust or entity for their benefit.

7. **SERVICES.**

A. **Landlord's Services.** Landlord shall not be required to provide any services to the Tenant.

B. **Tenant's Utilities.** Electricity and gas shall not be furnished by Landlord to the Premises, but shall be furnished by the approved electric and gas utility companies serving the Building. Landlord shall permit Tenant to receive such services directly from such utility companies at Tenant's cost. Tenant shall make all necessary arrangements with the utility companies for metering and paying for electric current and gas furnished by the utility companies to the Premises, and Tenant shall pay for all charges for electric current and gas consumed in the Premises. Tenant shall make arrangements directly with the telephone company servicing the Building for such telephone service in the Premises desired by Tenant and the cost of all such telephone service (including the cost of installing all wires and cables) shall be paid for by Tenant

C. **Additional Services.** Landlord shall in no event be obligated to furnish any services or utilities, other than those stated in Section 7.A. If Landlord elects to furnish services or utilities requested by Tenant in addition to those stated in Section 7.A (including utility services at times other than those stated in Section 7.A.), Tenant shall pay Landlord's then prevailing charges for such services and utilities within ten (10)

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the terms of this Section.

28. **CONFIDENTIALITY.** As a condition of entering into this Lease with Landlord, Tenant covenants and agrees with Landlord to maintain the confidentiality of the terms of this Lease, including, but not limited to, the rental terms specified herein. Tenant acknowledges that any disclosure of the Base Rent and Additional Rent amounts named herein constitutes a breach of this Lease.

29. **MISCELLANEOUS.**

A. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns. If this Lease is executed by more than one Tenant, the obligations and liability thereof shall be joint and several.

B. **Quiet Enjoyment.** Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

C. **Exhibits.** All Exhibits attached to this Lease are made a part of this Lease and incorporated by this reference into this Lease.

D. **Entire Agreement.** This Lease and the Exhibits and Rider (if any) attached to this Lease set forth all the covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings (collectively, the "Representations") between Landlord and Tenant concerning the Premises and the Building, and there are no Representations, either oral or written, between them other than those in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, reservations of space, lease proposals, brochures, Representations and information conveyed, whether oral or in writing, between the parties or their respective representatives or any other person purporting to represent Landlord or Tenant. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing signed by both parties.

E. **Signing.** The signing of this Lease by Tenant and delivery of this Lease to Landlord or its agent does not constitute a reservation of or option for the Premises or an agreement to enter into a Lease and this Lease shall become effective only if and when Landlord signs and delivers same to Tenant; provided, however, the signing and delivery by Tenant of this Lease to Landlord or its agent shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions contained in this Lease, which offer may not be withdrawn or revoked for thirty (30) days after such signing and delivery. If Tenant is a corporation, limited liability company or other entity, (a) Tenant represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes the valid and binding agreement of Tenant in accordance with the terms hereof and (b) if Landlord so requests, Tenant shall deliver to Landlord or its agent, concurrently with the delivery of this Lease executed by Tenant, certified resolutions of the board of directors (and shareholders, if required) or managers (and members, if required) authorizing Tenant's execution and delivery of this Lease and the performance of Tenant's obligations hereunder. If Tenant is a partnership, Tenant represents and warrants that all of the persons who are general or managing partners in the partnership have executed this Lease on behalf of Tenant, or that this Lease has been executed and delivered pursuant to and in conformance with a valid and effective authorization therefor by all of the general or managing partners of such partnership, and constitutes the valid and binding agreement of the partnership and each and every partner therein in accordance with its terms.

F. **Consent.** Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim, against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

G. **No Accord.** No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be considered an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right to possession of the Premises shall reinstate, continue or extend the Term.

H. **Broker.** Tenant represents to Landlord that except for the broker, if any, stated in Section 1.L., Tenant has not dealt with any real estate broker, sales person, or finder in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease, or showed the Premises to Tenant. Tenant agrees to indemnify, defend and hold harmless Landlord, the Manager and their respective officers, partners and employees, from and against any and all claims, demands, liabilities, actions, damages, costs and expenses (including attorneys' fees) for brokerage commissions or fees arising out of a breach of such representation. Unless otherwise agreed by the parties, Landlord shall be responsible for the payment of all commissions to the broker stated in Section 1.L., based upon the leasing commission policy of Landlord applicable to the Building and in effect as of the date of this Lease.

I. **Force Majeure.** Landlord shall not be considered in default of any of the terms, covenants and conditions of this Lease on Landlord's part to be performed, if Landlord fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power or water (either on or off Premises failure), restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by Tenant (or Tenant's agents, employees or invitees) or any other cause beyond the reasonable control of Landlord.

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20. **EMINENT DOMAIN.** If the whole of the Project or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Project or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date such taking if twenty (20%) percent or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable and physically possible to its condition prior to the condemnation or taking. All compensation awarded or paid upon such total or partial condemnation or taking shall belong to and be the property of Landlord without participation by Tenant. Notwithstanding the foregoing, although Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property, as well as relocation costs associated finding a suitable replacement property for Tenant's business as a result of any such taking, Tenant shall be eligible to participate in any compensation awarded or paid upon such total or partial condemnation.

21. **TENANT'S INSURANCE.** Tenant, at its expense, shall maintain in force at all times during the Term, commercial general liability insurance - occurrence form, which shall include coverage for personal liability, contractual liability, tenant's legal liability, business interruption, bodily injury, death and property damage, all on an occurrence basis with respect to the business carried on in or from the Premises and Tenant's use and occupancy of the Premises, with coverage for any one occurrence or claim of not less than $1,000,000 or such other amount as Landlord may reasonably require upon not less than six months' prior written notice, which insurance shall include Landlord, the Manager and their respective officers, partners and employees as additional insureds and shall protect Landlord in respect of claims by Tenant as if Landlord were separately insured. Tenant also agrees to carry insurance against fire, sprinkler damage and such other risks as are from time to time included in standard "all risk" and/or "special peril" forms of insurance (including business interruption, business income and extra expense coverage and insuring against flood and all other forms of water damage) for the full insurable value, covering all of Tenant's personal property and equipment located on or within the Premises and the Building. The insurance carrier and the form and substance of such insurance policy (including the deductible amounts) shall be subject to Landlord's satisfaction. The insurance carrier shall be a responsible carrier authorized to issue such insurance, authorized to do business in Alaska and shall have a policyholders' rating of no less than "A" in the most current edition of Best's Insurance Reports. Any casualty insurance carried by Tenant and covering the Premises or Tenant's fixtures, property or equipment located in the Premises shall contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled against Landlord, the Manager and their respective partners, agents or employees. Tenant shall furnish to Landlord, prior to the commencement of the Term and prior to the expiration of any then existing coverage, policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, canceled or not renewed without at least thirty (30) days' prior written notice to Landlord and Tenant (unless such cancellation is due to nonpayment of premium, and in that case, only ten (10) days' prior written notice shall be sufficient). In the event that Tenant fails, at any time or from time to time, to comply with the requirements of this Section, Landlord may (i) order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand, as Additional Rent or (ii) impose on Tenant, as Additional Rent, a monthly delinquency fee, for each month during which Tenant fails to comply with the foregoing obligation, in an amount equal to five percent (5%) of the monthly Base Rent then in effect; provided, however, in any such instance where Landlord elects to so provide insurance and charge the premiums therefor to Tenant, as Additional Rent, landlord agrees that it may not pass through to Tenant, as Additional Rent, the amount of any such insurance premium in excess of the premium that Tenant reasonably evidences to Landlord would be charged to Tenant, if Tenant were to procure the same insurance coverage as then in question (with the same deductible), from an insurer with the Best's rating that equals or exceeds the ten-applicable Best's rating of Landlords insurer.

22. **LANDLORD'S RIGHTS.** Landlord shall have the following rights exercisable without notice (except as expressly provided to the contrary) and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for set-off or abatement of the Rent: (i) (ii) To take any and all reasonable measures, including inspections and repairs to the Premises or to the Building, as may be necessary or desirable in the operation or protection of the Building; (iii) To retain at all times master keys or pass keys to the Premises; (iv) To install and maintain pipes, ducts, conduits, wires and structural elements located in the Premises which serve other parts of Landlord's property; (v) To audit and review tenants books and financial records, to ensure timely payment of Tenants vendors and compliance with all applicable local, state and federal laws and regulations.

23. **ESTOPPEL CERTIFICATE.** Tenant shall within thirty (30) days of possession, or from time to time as requested by Landlord, execute and deliver in form and substance satisfactory to Landlord, an estoppel letter signed by an officer or partner of Tenant and certifying: the Commencement Date and the Expiration Date; the date to which Base Rent and Additional Rent has been paid; the amount of Base Rent and Additional Rent then being paid; the amount of any Security Deposit; that Tenant has accepted the Premises; that this Lease is in full force and effect and has not been modified, amended or assigned (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); that all improvements have been fully completed and, if not, a list of "punch list" items to be

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C. **Subrogation**. Whenever any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence (including negligence) is incurred by either of the parties to this Lease in connection with the Premises, the Building or the Project and such loss, cost, damage or expense is covered by insurance or is required to be covered by insurance under this Lease, then the party so damaged hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense and waives any right of subrogation which might otherwise exist in or accrue to that party on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost and thereupon keeping such release and waiver in full force and effect).

14. **LANDLORD'S REMEDIES.**

A. **Events of Default**. Each of the following shall constitute an event of default by Tenant under this Lease:

(1) Tenant fails to pay any installment of Rent when due and fails to cure such default within five days after written notice to Tenant (which 5-day period shall run concurrently with and not be in addition to any statutory Landlord's notice required under Alaska law);

(2) Tenant fails to observe or perform any of the other covenants or provisions of this Lease to be observed or performed by Tenant and fails to cure such default within thirty (30) days after written notice to Tenant;

(3) The interest of Tenant in this Lease is levied upon under execution or other legal process;

(4) Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors;

(5) A petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Code, or any amendment, replacement or substitution for such Code;

(6) If any proceeding or action in which Tenant is a party, a Trustee, receiver, operator or custodian is appointed to take charge of the Premises or Tenant's property for the purpose of enforcing a lien against the Premises or Tenant's Property;

(7) If Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in Subsections (3) through (6) above;

(8) Tenant abandons the Premises; or

(9) A default by Tenant on any other lease with Landlord, e.g., in relation to the adjacent RV/Campground (the "McKinley RV/Campground Lease") or in relation to adjacent shop building (the "Shop Building Lease").

B. **Landlord's Remedies**. Upon the occurrence of an event of default by Tenant under this Lease, Landlord, at its option, without further notice or demand to Tenant, may, in addition to all other rights and remedies provided in this Lease, or available to Landlord at law or in equity:

(1) Terminate this Lease and the Term created hereby, in which event Landlord may immediately repossess the Premises and shall be entitled to recover as damages a sum of money equal to the value of the Rent provided to be paid by Tenant for the balance of the Term, less the actual rent collected for said period, if any, and any other sum of money and damages owed by Tenant to Landlord, including costs of re-renting. Should the fair rental value exceed the value of the Rent provided to be paid by Tenant for the balance of the Term of the Lease, Landlord shall have no obligation to pay to Tenant the excess or any part thereof.

(2) Terminate Tenant's right of possession without terminating this Lease, and Landlord may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without demand or notice of any kind to Tenant, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such Rent and upon such terms as shall be satisfactory to Landlord. For the purpose of reletting of the Premises by Landlord, Landlord is authorized to decorate or to make any repairs, changes, alterations, or additions in or to the Premises that may be necessary or convenient. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of rental reserved in this Lease for the balance of its original Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such decorations, repairs, changes, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

C. **Bankruptcy**. In the event a petition is filed by or against Tenant seeking a plan of reorganization or arrangement under the Federal Bankruptcy Code, Landlord and Tenant agree, to the extent permitted by law, that the trustee in bankruptcy shall determine within 60 days after commencement of the case, whether to assume or reject this Lease.

D. **Attorney's Fees**. Tenant shall pay upon demand, all costs and expenses, including attorney's fees paid or incurred by Landlord in connection with (i) any action or proceeding (including appeals) by Landlord to terminate this Lease or to terminate Tenant's right to possession of the Premises, (ii) any other action or proceeding (including appeals) by Landlord against Tenant, (iii) any default by Tenant under this Lease whether or not Landlord commences any action or proceeding against Tenant, (iv) any action or proceeding (including appeals) by Tenant against Landlord in which Tenant fails to obtain a final unappealable judgment

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J. **No Waiver**. The receipt by Landlord of any Rent with knowledge of the breach of any covenant of this Lease by Tenant shall not be deemed a waiver of such breach or any subsequent breach of this Lease by Tenant and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

K. **Sections/Paragraphs**. Section and/or Paragraph captions in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Sections and/or Paragraphs.

L. **Applicable Law**. This Lease shall be construed in accordance with the laws of the State of Alaska.

M. **Time**. Time is of the essence of this Lease and the performance of all obligations under this Lease.

N. **Landlord's Performance**. If Tenant fails timely to perform any of its duties under this Lease, Landlord shall have the right (but not the obligation) after the expiration of any applicable notice and cure period, to itself perform such duty on behalf and at the expense of Tenant, without further notice to Tenant, and all sums incurred by Landlord in performing such duty shall be considered additional rent under this Lease and shall be due and payable upon demand by Landlord.

O. **Recording**. Tenant shall not record this Lease or a memorandum of this Lease with any governmental office or agency. Tenant, upon request of Landlord shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.

P. **Severability**. If any clause, phrase, provision or portion of this Lease or the application of same to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease, nor any other clause, phrase, provision or portion of this Lease, nor shall it affect the application of any clause, phrase, provision or portion of this Lease to other persons or circumstances.

Q. **Captions and Section Numbers**. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only an in no way define, limit or enlarge the scope or meaning of this Lease. All reference to Section numbers refer to Sections in this Lease

R. **Changes Requested by Lender**. Neither Landlord nor Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by any lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.

[Signature Page Follows]

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EXHIBIT A

WORK AGREEMENT

Landlord's Work: None.

Tenant's Work: None.

Tenant accepts the Premises in its "as-is", "where-is", "as-built configuration", and Tenant hereby acknowledges that the same are in good condition and repair.

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