LEASE OF BUSINESS PREMISES

360 Boniface Pkwy, Anchorage, AK 99504

Eden Management Group LLC dba: Uncle Herbs

1. **PARTIES.** This Lease of Business Premises, hereinafter referred to as Lease, dated for reference purposes only, **February 15, 2019** is made by and between The Summit Group as agent for **Ingrim Investments, Inc.** ("Landlord"), and **Eden Management Group, LLC dba: Uncle Herbs** ("Tenant").

2. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental rate and upon all the conditions set forth herein, that certain space known as **Unit A5** containing a rentable square footage ("RSF") of approximately 1,502 square feet (the "Premises") of **360 Boniface Pkwy, Anchorage, AK 99504** (the "Property") containing approximately 59,360 square feet. The Premises and the Property are located in the Anchorage Recording District, Third Judicial District, State of Alaska, and are located on the real estate more fully described in Exhibit A, attached hereto and made a part hereof by this reference. **Tenant's pro-rata share is 2.5303%.**

2.1 **First Right of Refusal.** Tenant shall have the first right of refusal to Lease Unit A4 ("the Unit") of 360 Boniface Pkwy, Anchorage, AK 99504. If a prospective Tenant is interested in Leasing the Unit, then Landlord shall provide written notice to Tenant, Tenant shall then have 2 business days within receiving Landlord's written notice to exercise their first right of refusal on the Unit. Should Tenant choose to not execute a lease for the Unit within the 2 business days, then Tenant shall have no other options or rights to Leasing the Unit.

3. **TERM.**

3.1 **Initial Term.** The Lease term shall commence on or about **February 15, 2019**, and shall continue until its expiration on **April 30, 2024**, unless sooner terminated pursuant to any provision hereof.

3.2 **Option to Renew.** Tenant may extend the term of this Lease for one (1) five (5) year period provided Tenant is not in default of any provision contained in the Lease. Tenant must give Landlord written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term of the Lease stating Tenant's intent to extend the Lease. The rent shall be adjusted with the exercise of each option to the fair market rents for similar retail space in Anchorage, Alaska, but in any event not more than 7% of the last year of the Initial Term's rental rate. During the extended term all other provisions shall remain unchanged and in full effect unless the Lease is amended in writing and such amendment is mutually agreed to by Landlord and Tenant. If Landlord and Tenant cannot mutually agree upon a fair market rental rate within sixty (60) days after the Tenant has timely given written notice to Landlord to exercise its Option Term, the Option shall be considered null and void and the Tenant shall have no further obligations under this Lease or rights to the Premises upon expiration of the term then in effect nor shall Tenant have any recourse against the Landlord.

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3.3 **Early Termination**. Effective until May 1, 2020, Tenant shall have the option to terminate Lease by delivering to Landlord written notice at least thirty (30) days prior to the effective date of the termination ("Termination Notice"), in the event that Tenant, despite best efforts, is unable to secure Community Council, Municipality Land Use and Marijuana Licensing approvals, and State of Alaska approval for a retail marijuana license in the Premises, then Tenant shall be released from all obligations under this Lease and shall forfeit any deposit, rent paid and due to date, and pay to Landlord a fee ("Termination Fee") consisting of the unamortized costs of Lease Commissions and any improvement costs, if any, Landlord incurs for the Premises on behalf of the Tenant. Tenant shall provide written notice upon detail from one of the mentioned bodies above and proof demonstrating best efforts have been utilized to Landlord. The Termination Fee shall be calculated as of the effective date of the termination. Upon receipt of Tenant's Termination Notice, Landlord shall calculate the Termination Fee and provide Tenant with the amount of the Termination Fee and data reasonably supporting such fee. Tenant shall pay the Termination Fee to Landlord within thirty (30) days following Landlord's delivery of such information to Tenant.

4. RENT.

4.1 **Minimum Rent**. Tenant shall deposit with Landlord the rental amount due for the first month's Minimum Rent of **Two Thousand Seven Hundred Three and 60/100 Dollars ($2,703.60)** upon execution of this Lease. Commencing on May 1, 2019 Tenant shall pay to Landlord as minimum rent for the Premises monthly installments as follows:

Period	Rental Rate
February 15, 2019 through April 30, 2019	Rent Abated
May 1, 2019 through April 30, 2020	$2,703.60 ($1.80 psf for 12 Months)
May 1, 2020 through April 30, 2021	$2,778.70 ($1.85 psf for 12 Months)
May 1, 2021 through April 30, 2022	$2,853.80 ($1.90 psf for 12 Months)
May 1, 2022 through April 30, 2023	$2,928.90 ($1.95 psf for 12 Months)
May 1, 2023 through April 30, 2024	$3,004.00 ($2.00 psf for 12 Months)

The said monthly rent shall be payable in advance, on the first (1st) day of each month. Rent for any period which is for less than one (1) month shall be a prorata portion of the monthly installment. Rent shall be payable, without notice or demand and without deduction, offset or abatement, to Landlord at the address stated herein, see Section 4.5, or to such other persons or at such other places as Landlord may designate in writing.

4.2 **Security Deposit**. Simultaneously with the execution of this Lease Tenant has deposited with Landlord the sum of **Three Thousand Four and 00/100 Dollars ($3,004.00)**. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including but not

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limited to the provisions relating to the payment of rent, Landlord may, but shall not be required to use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within ten (10) days after written demand therefore, deposit cash with Landlord in an amount equal to the amount used or applied, and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant within thirty (30) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

4.3 **Late Charge.** If any payment is not paid by the fifth day of the month, then there shall be added as additional rent an amount equal to five percent (5%) of the delinquent payment for the month or portion thereof after the date it was due, provided, however, if such sum and late charges are not paid in full on or before **ten (10)** days of the due date, such sum shall commence to bear interest at the rate of ten and one-half percent (10.5%) per annum until paid in full. **There will be a $35.00 charge for any payment returned to Landlord for insufficient funds and after two such returned checks, Landlord shall have the option to require payment in cash or its equivalent at any time thereafter.**

4.4 **Payment of Rent.** All rent payments shall be sent to Landlord at and payable to: **Ingrim Investments Inc. c/o The Summit Group 203 W 15th Avenue, 107, Anchorage, AK 99501** or to such other address as Landlord may from time to time designate.

5. **CONSTRUCTION OF IMPROVEMENTS.**

5.1 **Landlord Improvements.** Landlord shall make no improvements, Tenant accepts the Premises in its "as is, where is" condition and will be responsible for any upgrades or modifications to the HVAC system, utility services, and kitchen equipment serving the Premises required for Tenant's Business, except that Landlord shall be responsible to remedy any deficiencies or defects in the building, parking lot, or in the utility services.

5.2 **Tenant Improvements.** Tenant shall be responsible for the design, construction and installation of Tenant's own leasehold improvements and trade fixtures, including lights, branch wiring beyond the panel, HVAC balancing, floor coverings, interior partitioning, decor, shelves, racks and counters, provided that the design and decor shall be subject to the reasonable prior written approval of Landlord, and Tenant shall provide Landlord with appropriate design drawings showing dimensions and method of attachment for approval prior to the construction and installation of Tenant's leasehold improvements.

Tenant shall not do or directly contract for anything to be done causing the Premises to be encumbered by liens of any nature, and shall, whenever and as often as any lien is recorded against said property, purporting to be for labor or materials furnished or to be furnished to Tenant, discharge the same of record within 10 days of the date the lien is

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recorded by recording the bond contemplated is A.S. 34.35.072 or otherwise appropriately satisfy the subject lien in full. Tenant shall obtain waivers of lien rights and releases of claims from contractors, subcontractors, and suppliers in connection with Tenant's leasehold improvements and shall indemnify and hold Landlord harmless from the same.

Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. At least ten (10) days before commencing or causing to be commenced any work that is or may be the subject of a lien for work done or materials furnished to the Premises, Tenant shall notify Landlord in writing thereof, to allow Landlord, if it desires, to post and record notices of non-responsibility or to take any other steps the Landlord deems appropriate to protect its interest.

Upon completion of construction the Tenant shall provide to Landlord valid lien releases and satisfactory proof of payment of all liens, claims based on notices of right to lien, and other claims against the Premises.

Tenant Improvements to be completed by Tenant at Tenant's own expense, Landlord to make no improvements in lieu of abated rent.

6. **ADDITIONAL CHARGES**. In addition to the rent provided for herein, and commencing on February 1, 2019, Tenant agrees to reimburse Landlord a pro rata share of Landlord's annual total costs for (i) the insurance Landlord is required to maintain in Section 10 of the Lease; (ii) the real property taxes assessed against the property; (iii) the grounds maintenance for the property; (iv) the refuse charges for the property; and (v) the water and sewer charges for the property. Tenant's pro rata share for these costs are estimated at $0.21 per square foot. Said payments shall be payable beginning February 1, 2019, and any period that is less than one full month shall be prorated. Any additional amounts for Tenant's pro rata share for any year over and above Landlord's estimate shall be paid by Tenant to Landlord upon written demand. If, as finally determined by annual audit of actual charges, Tenant's share shall be greater than or be less than the aggregate of all installments so paid on account to the Landlord for such twelve (12) month period, then Tenant shall pay to Landlord the amount of such underpayment upon written notice from Landlord which notice shall include documentation of the audit calculations and copies of applicable tax and/or insurance bills, or the Landlord shall credit Tenant for the amount of such overpayment, as the case may be. Tenant's obligation to reimburse Landlord for its pro rata share of insurance premiums and real property taxes shall survive the expiration or termination of this Lease until such time as a final accounting has been completed and the necessary adjustments made.

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7. **UTILITIES**. Tenant shall be responsible for obtaining service and paying all charges before delinquent for electric, gas, refuse, water & sewer, telephones, janitorial and all other services necessary for Tenants business and not provided by Landlord. If any of the foregoing services are not separately metered, Tenant shall be billed monthly a reasonable proportion in accordance with the total floor area of the Premises as it relates to the total floor area of all premises within the Plaza served by the same meter, to be determined by the Landlord.

8. **USE**. The Premises shall be used and occupied only for the purpose of operating as a **Licensed Marijuana Retail Establishment**, and shall be used for no other purpose without the prior written consent of Landlord. No act shall be done in or about the Premises that is unlawful. Tenant will not commit or allow to be committed any waste upon the Premises or any public, private, or mixed nuisance or other act or thing which disturbs the quiet enjoyment of any other tenants in the Building. Tenant shall comply with all laws relating to its use of the Premises and shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the safety, care and cleanliness of not only the Premises but also the Plaza and for the preservation of good order therein. Tenant shall comply with access laws and governmental regulations as contained in Exhibit C attached hereto and incorporated herein by reference.

9. **MAINTENANCE, REPAIRS AND ALTERATIONS.**

9.1 **Landlord's Obligations**. Subject to the provisions of Section 11 and except for damage caused by the negligence or intentional act or omission of Tenant or Tenant's agents, employees or invitees, Landlord, at Landlord's expense, shall keep in good order, condition and repair the foundations and structural portions of the exterior walls and exterior roof of the Building. Landlord shall provide for parking lot maintenance, landscaping, common area lighting, snow plowing and removal for the parking lot, and common area maintenance. Landlord shall have no obligation to make repairs under this Section 9.1 until a reasonable time after the receipt of written notice of the need for such repairs.

9.1.1 **Landlord's Failure to Perform.** Landlord shall not be considered in default under this Lease, if Landlord shall perform its obligations in this Section 9.1 within thirty (30) days after Tenant's delivery of written notice to Landlord specifying the condition requiring Landlord's attention or if the condition is of such a nature as to require more than thirty (30) days for remedy and Landlord commences the remedy within such thirty (30) day period and diligently pursues such efforts to completion of the remedy.

9.2 **Tenant's Obligations**. Subject to the provisions of Section 9.1 and Section 11, and except for damage caused solely by the negligence or intentional act or omission of Landlord or Landlord's agents, employees or contractors, Tenant, at Tenant's expense, shall keep in good order, condition and repair the Premises and every part thereof, including but not limited to plumbing, any mechanical or electrical apparatus, kitchen equipment, doors, window frames, hardware, glass and nonstructural ceilings and walls. Tenant shall breakdown all boxes from their business use that they are disposing of or recycling. Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Premises to Landlord in as good

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condition as when received by Tenant from Landlord or thereafter improved, reasonable use, wear and tear excepted. Tenant shall repair any damage to the Premises or the Building occasioned by its use thereof or by the removal of Tenant's trade fixtures, furnishings and equipment, which repair shall include the patching and filling of holes and repair of structural damage if caused by Tenant's use.

9.3 **Landlord's Rights**. If Tenant fails to perform Tenant's obligations under this Section 9, Landlord may (but shall not be required to) enter upon the Premises after ten (10) days prior written notice to Tenant and put the same in good order, condition and repair or otherwise cure the default, and the cost of such action plus fifteen percent (15%) thereof shall become due and payable as additional rent to Landlord together with Tenant's next rental installment. Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the licensed premises if Tenant cannot be reached, abandons the property, or similar event.

9.4 **Alterations and Additions**. Tenant shall not, except as provided in Section 5 and this Section 9.4, without Landlord's prior written consent from Landlord which shall not be unreasonably withheld, make any alterations, additions or improvements in the Premises. As a condition to giving such consent, Landlord may require that Tenant remove any such alterations, improvements, additions or utility installations at the expiration of the term and restore the Premises to their prior condition, reasonable use, wear and tear excepted. Tenant shall not permit any mechanics or materialmen's liens to be filed against the Premises and shall hold Landlord harmless from any damage, loss or expense arising out of any such work. All work on the Premises shall be done in compliance with all applicable governmental codes and regulations. At Landlord's option, all alterations, improvements or additions which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Tenant's machinery, equipment and trade fixtures other than those which are affixed to the Premises that cannot be removed without material and irreparable damage to the Premises shall remain the property of Tenant and may be removed by Tenant, subject to the provisions of Section 9.2.

10. **INSURANCE: INDEMNITY**.

10.1 **Liability Insurance**. Tenant shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Landlord and insuring Tenant and Landlord against any liability, including without limitation damage to other portions of the Building, arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, such insurance shall be in an amount of not less than Two Million Dollars ($2,000,000.00) combined general aggregate and One Million Dollars ($1,000,000.00) per occurrence. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Such policies shall name Landlord and Landlord's agents as additional insured and shall provide that they may not be cancelled without thirty (30) days prior written notice to Landlord. Landlord shall be furnished with a certificate evidencing issuance of such policy of liability insurance, and such certificate shall

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recite that said policy may not be cancelled without thirty (30) days prior written notice to Landlord. If Tenant shall fail to maintain said insurance, Landlord may but shall not be required to procure and maintain the same, at the expense of Tenant. Tenant shall provide Landlord with such certificate prior to entering the Premises or starting tenant improvement work.

10.2 **Property Insurance**. Landlord shall maintain in force during the term of this Lease, a policy of insurance issued by a company authorized to engage in the insurance business in the State of Alaska, insuring the Building against damage or destruction by fire and/ or by perils covered by the standard form of extended coverage endorsements to fire insurance policies in the State of Alaska in effect at the time when the policies are obtained.

10.3 **Personal Property Insurance**. Tenant shall be responsible for obtaining and maintaining insurance on all its personal property located at, about or upon the Premises to cover such personal property for damage, theft, destruction and other forms of loss in amounts sufficient for the replacement thereof in the event of loss.

10.4 **Waiver of Subrogation**. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to its insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by its insurer, to evidence compliance with the aforementioned waiver.

10.5 **Hold Harmless**. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims arising from Tenant's negligence or misconduct in it's use of the Premises or the conduct of its business or any activity, work or thing which may be permitted or suffered by Tenant in or about the Premises and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises as a result of its negligence or misconduct, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage or injury arises solely out of the negligence of Landlord.

10.6 **Exemption of Landlord from Liability**. Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees or customers or any other person in or about the Premises; nor, unless caused solely by its negligence, shall Landlord be liable for personal injury to Tenant or Tenant's employees, agents, contractors and invitees, whether said damage or injury results from conditions arising upon the Premises or upon portions of the Building of which the Premises are a part or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the

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same is inaccessible to Landlord or Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the Plaza in which the Premises are located.

11. **DAMAGE OR DESTRUCTION**. In the event the Premises are damaged to such an extent as to render the same untenantable in whole or in a substantial part thereof or are destroyed, and after the happening of any such event, Tenant shall give Landlord or Landlord's agent immediate written notice thereof. Landlord shall have not more than (30) days after date of such notification to notify Tenant in writing of Landlord's intentions to repair or rebuild said Premises or the part so damaged as aforesaid, and if Landlord elects to repair or rebuild said Premises, Landlord shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during the period of damage or destruction until the Premises are restored to the condition existing prior to such damage or destruction the rent of said Premises shall be abated in the same ratio that that portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. If Landlord shall fail to give the notice aforesaid, Tenant shall have the right to declare this Lease terminated effective as of the date of such damage or destruction by written notice served upon Landlord.

In the event the Building in which the Premises are located shall be damaged (even though the Premises hereby leased shall not be damaged thereby) to such extent that, in the opinion of a qualified engineer or general contractor, it shall not be practicable to repair or rebuild, or is destroyed, then Landlord or Tenant may terminate this Lease by written notice to the other served within thirty (30) days after such damage or destruction.

12. **ADVERTISING AND WINDOWS**. Tenant shall provide, at Tenant's expense, an illuminated sign on the front of the Premises above the entrance door identifying Tenant, the said sign shall be in accordance with standard criteria provided by Landlord, as well as municipal codes and requirements, and to be subject to the prior approval of Landlord. Tenant shall be responsible for permits, installation, maintenance, repairs, power, and for the removal of the sign upon the expiration or termination of the Lease. Except for the forgoing, Tenant shall not inscribe any inscription or post, place or in any manner display any sign, notice, picture, placard or poster or any advertising matter whatsoever anywhere in or about the Premises or the Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the Premises without first obtaining Landlord's written consent thereto. Any such consent by Landlord shall be upon the understanding and condition that Tenant will remove the same at the expiration or sooner termination of this Lease and that Tenant shall repair any damage to the Premises or the Building caused thereby. Tenant shall use window coverings that conform to standards set by Landlord, at Tenant's sole expense. Tenant may place a panel on the monument sign after receiving approval and conforming to Landlord's standard criteria for color, lettering, etc.

13. **PROPERTY TAXES**. Tenant shall pay or cause to be paid before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and any other personal property located

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in the Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property. Landlord shall pay or cause to be paid before delinquency any and all taxes and assessments levied upon the real property on which the Premises are located.

14. **RULES AND REGULATIONS**. Tenant shall faithfully observe and comply with the rules and regulations as set forth in Exhibit B and which Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any of the rules and regulations by any other tenants or occupants.

15. **LIENS AND INSOLVENCY**. Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials ordered, or obligations incurred by Tenant. If Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant and if the receivership, assignment or other liquidating action is not terminated within thirty (30) days of any such appointment, then Landlord may terminate this Lease and Tenant's right of possession under this Lease, at Landlord's option. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, the leasehold interest granted to Tenant by this instrument.

16. **DEFAULTS**. The occurrence of any one or more or the following events shall constitute a default and breach of this Lease by Tenant:

16.1 **Vacation of Premises**. The vacating or abandonment of the Premises by Tenant.

16.2 **Failure to Provide Rent**. The failure by Tenant to provide rent as described in Section 4.1 or any other payment required to be made by Tenant hereunder as and when due.

16.3 **Failure to Perform Covenants**. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in Section 16.2 above, where such failure shall continue for a period of **ten (10)** days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than **ten (10)** days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said **ten (10)** day period and thereafter diligently prosecutes such cure to completion; and

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16.4 **Renewed Default**. The commission by Tenant of any default described above a second time and within two (2) months following the time when Tenant has been given notice of such a default under Section 16.2 or 16.3 and has cured the same within the permitted time.

17. **REMEDIES IN DEFAULT**. In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, in its sole discretion, upon notice and demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

17.1 **Termination**. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Additional Charges called for herein for the balance of the Lease term exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission or tenant improvement, if applicable, paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate. Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the licensed premises if Tenant cannot be reached, abandons the property, or similar event.

17.2 **Enforce Rights**. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to payment of the rent and any other charges and Additional Charges as they become due hereunder; or

17.3 **Other Remedies**. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises are located.

18. **PRIORITY**. Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust now or at any time hereafter constituting a lien upon the Premises or the Building containing the same, to any and all advances to be made thereunder, and to the interest thereon, and to all renewals, replacements and extensions thereof; provided that the mortgagees or the beneficiaries named in said mortgages or deeds of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default hereunder and if Tenant attorns to the mortgagee. Within five (5) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust and shall execute estoppel certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

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19. **CONDEMNATION**. If all of the Premises or any portion of the Building or the Property as may be required for the reasonable use of the Premises shall be taken by eminent domain (or by a voluntary conveyance made in lieu of a taking by eminent domain), this Lease shall automatically terminate as of the date Tenant is required to vacate or will be deprived of the reasonable use of the Premises, the Building or the Property, and all rentals shall be paid to that date. In the case of taking of a part of the Premises, the Building or the Property, Tenant may, at it's election, terminate this Lease by notice in writing to Landlord within (10) days after the receipt by Tenant of written notice of the proposed taking, and with any such notice by Tenant to Landlord to be effective on a date which shall be specified by Tenant in the notice but shall be no later than thirty (30) days after the date of the giving of notice. If within said ten (10) day period Tenant does not exercise its right to terminate this Lease because of such partial taking of a part of the Premises this Lease shall continue in full force and effect, and the rental shall be equitably reduced based on the proportion by which the floor area of the Premises or reasonable use of such Building or the property is reduced, such rent reduction to be effective as of the date when possession of such portion is delivered to the condemning authority. Landlord reserves all rights to damages to the Premises for any taking by eminent domain of its reversionary interest, and Tenant hereby assigns to Landlord any right Tenant may have to such damages or award and Tenant shall make no claim against Landlord for damages for termination of the leasehold interest or for interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be put for Tenant's moving expenses and for the interruption of or damage to Tenant's business; provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord. Landlord has no knowledge of any such actions or potential for such actions.

20. **PARKING AND COMMON AREAS.**

20.1 **Landlord's Obligations and Rights**. Landlord covenants that there shall be an area for common and parking areas for the nonexclusive use of Tenant during the full term of this Lease; provided that the condemnation or other taking by any public authority or sale in lieu of condemnation of any or all of such common and parking areas shall not constitute a violation of this covenant.

Notwithstanding anything herein contained to the contrary, Landlord shall be entitled to alter the Building services or facilities and the location of driveways, sidewalks or other common areas and to extend existing buildings or erect new buildings or extend existing buildings above the Premises or other rentable Premises or common areas of the Plaza or add new common areas to or on the Plaza; and upon any alteration of the common areas or upon commencement of construction of any addition or additions to the Plaza and upon any addition of the new common areas, Landlord and Tenant shall execute such further and other documents as may be required to reflect such alterations of the common areas to exclude areas taken for construction of additional buildings or to include areas added as new common areas, as the case may be.

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20.2 **Tenant's Rights**. Tenant, for the use and benefit of itself and its agent, employees, customers, and licensees, shall have the nonexclusive right in common with Landlord and other present and future owners and tenants and their agents, employees, customers, and licensees to use said common and parking areas, driveways, alleys and sidewalks during the entire term of this Lease for ingress, egress and automobile parking. Notwithstanding the foregoing, Landlord shall have the right to require Tenant and Tenant's employees to park outside of the common parking areas during peak business times, such as the Christmas season, or similar times when the common parking areas may be subject to maximum use by customers of the stores in the Plaza.

20.3 **Rules and Regulations**. Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules and regulations and charges for parking as Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas; and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish.

21. **ENERGY CONSERVATION LEGISLATION**. In the event that any legislative enactment or decree of governmental authority shall require fundamental changes in the heating, lighting and electrical systems or the fuel or power source utilized by such systems, Landlord reserves the right, at any time and from time to time, to make changes in, additions to, subtractions from or rearrangements of the Premises and the common areas of the Plaza to accommodate the required changes to the said systems or conversion to a different fuel or power source; and Landlord reserves the right to erect, use and maintain wiring, mains, pipes, conduits and other means of distributing heat to the Premises and in and through the Premises for the benefit of other portions of the Plaza; and Landlord and all persons authorized by it shall have the right, from time to time, to enter upon the Premises for the purpose of access thereto for installation, maintenance and repair. In the event Landlord is obligated to carry out such conversion, Tenant agrees to reimburse Landlord for its proportionate share of the costs of operating said central heating systems and to utilize the said central heating system in the place and stead of Landlord's existing heating system. Such repairs, alterations, additions or improvements shall be affected at such times and in such manner as to cause as little interruption to Tenant as possible. So long as Landlord shall not interfere with Tenant's business in the Premises more than is reasonably necessary in the conduct of such repairs, changes, improvements and alterations, Tenant shall not have any right to object. All of the alterations, improvements, repairs or additions mentioned in this paragraph made in compliance with and by reason of legislative enactment or decree of governmental authority shall be made without any claim for damages or indemnification against Landlord or diminution or abatement of rent.

22. **CONTINUED OCCUPANCY BY TENANT.**

22.1 **Hours of Business**. Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in

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which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises would be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts, inclement weather, acts of God, or similar causes beyond the reasonable control of Tenant.

22.2 **Continued Occupancy**. Tenant acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of the utmost importance to Landlord and its other tenants in the Plaza in avoiding the appearance and impression generally created by vacant space in commercial buildings, in facilitating the Lease of vacant space in the Plaza, in the renewal of other leases in the Plaza and in maintaining the character and quality of the Plaza and of the tenants in the Plaza and that Landlord and its other tenants in the Plaza will suffer substantial damage if the Premises are left vacant or are vacated by Tenant during the term of this Lease, even in the event Tenant continues to pay rent as required hereunder. Tenant therefore covenants that it shall occupy and utilize the entire Premises in the active conduct of its business during the whole of the Lease term hereof and shall conduct such business in a reputable, diligent and energetic manner, making observance of hours as established by Landlord. Without restricting the generality of the foregoing, Tenant shall: conduct its business in the Premises in a lawful manner during all days and hours designated by Landlord for business of the type carried on by Tenant in the Premises, subject to any contrary requirements of any governmental or other duly constituted authority; and keep its display windows and sign illuminated during all business hours or as otherwise required by Landlord. Notwithstanding the forgoing, Landlord understands that the first 4-8 months of the term of this Lease, and maybe longer, Tenant will be in the licensing process with both the State of Alaska and Municipality of Anchorage. During the licensing period, Tenant shall not be considered to be violating this Section 22.2.

23. **NONWAIVER**. Waiver by Landlord of a breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

24. **SURRENDER OF POSSESSION**. Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord.

25. **HOLDING OVER**. If Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Alaska. During such tenancy, Tenant agrees to pay Landlord rent at the rate of One Hundred Fifty percent (150%) of the rental as set forth herein, unless a different rate shall

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be agreed upon, and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable.

26. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease nor sublet the said Premises, or any part thereof, or any right or privilege appurtenant thereto or suffer any other person to use or occupy said Premises or any portion thereof, without the written consent of Landlord first had and obtained, which consent shall not be unreasonably withheld; and consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any assignment or subletting which is consented to by the Landlord shall not relieve the Tenant herein of responsibility under this Lease. As used herein, the term "Assignment" includes, without limitation, transfers to a subsidiary or affiliated entity, the restructuring of a limited partnership, transfers of interest by or between individual partners if Tenant is a partnership, transfers of interest by or between individual members if Tenant is a limited liability company, transfers of stock by stockholders if Tenant is a corporation, and any assignment in connection with any corporate merger or consolidation.

27. **NOTICES.** All notices under this Lease shall be in writing and delivered in person or sent by registered mail, return receipt requested, to Landlord at the same place rent payments are made and to Tenant at the Premises or to such other respective addresses as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

28. **COSTS AND ATTORNEYS' FEES.** If by reason or any default on the part of Tenant it become necessary for Landlord to employ an attorney, or in case Landlord shall bring suit to recover any rent due hereunder or for breach of any provision of this Lease or to recover possession of the Premises, or if Landlord shall bring an action for relief against Tenant, declaratory or otherwise, arising out of this Lease, and Landlord shall prevail in such action, then and in any such events Tenant shall pay Landlord a reasonable attorneys' fee and all costs and expenses expended or incurred by Landlord in connection with such default or action.

29. **LANDLORD'S ACCESS.** Landlord and its agent shall have the right to enter the Premises at reasonable times for the purpose of inspecting it, showing it to prospective purchasers or lenders and making such repairs as Landlord may deem necessary or desirable. Landlord may, at any time, place on or about the Building any ordinary "For Lease" signs and may, during the last ninety (90) days of the term of this Lease, place on or about the Premises any ordinary "For Sale or Lease" signs, without rebate of rent or liability to Tenant.

30. **CAPTIONS AND CONSTRUCTION.** The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

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31. **REMOVAL OF PROPERTY.** If Tenant shall fail to remove any of its property of any nature whatsoever from the Premises or the Plaza at the termination of this Lease or when Landlord has the right of reentry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of ten (10) days or more, Landlord may, at its option, sell or permit to be sold any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sales as follows: first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

32. **SUCCESSORS.** All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, except as expressly limited herein.

33. **ACCEPTANCE OF PREMISES.** Tenant shall accept the Premises "as is" at the commencement of the term of this Lease and in their then present condition and subject to all applicable zoning, municipal, county, borough, and state laws, ordinances and regulations governing and regulating the use of the Premises and accept this Lease subject thereto and all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business.

34. **SALE OF PREMISES BY LANDLORD.** In the event of any sale of the Premises by Landlord, Landlord shall be and hereby is entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and such purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

35. **TENANT'S STATEMENT.** Tenant shall, at any time and from time to time, upon not less than five (5) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder or specifying the nature of such defaults, if any, are claimed; and (c) setting forth the date of commencement of rents and expiration of the

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term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

36. **ENTIRE AGREEMENT**. This Lease sets forth the entire understanding and agreement of Landlord and Tenant with respect to the Premises and the Lease thereof, and all prior understandings or agreements are merged herein. This Lease may be amended or modified only in writing signed by both parties.

37. **BROKERS COMMISSION**. Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and that it has neither dealt with nor has it had any knowledge of any real estate broker, agent or sales person in connection with this Lease except The Summit Group , Tenant agrees to indemnify and hold Landlord harmless from such liabilities or claims including, without limitation, attorney's fees and costs. Broker's Commission shall be equal to 5% of the gross lease payable to The Summit Group by the Landlord.

38. **RECORDING**. Tenant shall not record this Lease without the prior written consent of Landlord. However, upon request of either party, both parties shall execute a memorandum or "short form" of this Lease for the purposes of recordation in a form customarily used for such purposes. Said memorandum or short form of this Lease shall describe the parties, the Premises and the Lease term, and shall incorporate this Lease by reference.

39. **LEASE NOT AN OFFER**. The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect thereto unless and until Landlord executes a copy of this Lease and delivers the same to Tenant.

40. **HAZARDOUS SUBSTANCE DISCLOSURE**. Tenant shall promptly disclose to Landlord, in writing, if Tenant knows, or has reasonable cause to believe, that any toxic dangerous, or hazardous substance, as those terms are defined under federal, state, or local law, has come to be located in, on, or about, over, or beneath the Premises, the Building or the property. In addition, Tenant shall execute a written statement to Landlord no later than thirty (30) days after the end of each lease year describing in detail any and all toxic, dangerous, or hazardous substances, as those terms are defined under federal, state, or local law, which Tenant knows, or has reasonable cause to believe, have come to be located in, on, about, over, or beneath their premises, or that there are no toxic, dangerous, or hazardous substances in, on about, over, or beneath the Premises.

40.1 **Hazardous and Toxic Substances**. Tenant agrees that so long as this Lease shall remain in effect, that the property described herein shall NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, including chemical solvent waste, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable state or local laws, or regulations, now in existence or hereafter written. Tenant

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agrees to fully indemnify and hold harmless Landlord against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnify shall survive the payment of all rents and the termination of this Lease.

40.2 **Laws**. Tenant shall comply fully with all laws pertaining to the protection of human health and the environment including, but not limited to, employee and community right-to-know laws and all laws regarding the use, generation, storage, transportation, treatment, disposal or other handling of hazardous substances on or in the Plaza. The term "hazardous substances" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause of pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but not be limited to, all hazardous substances, hazardous materials and hazardous wastes listed now or in the future by any applicable federal, state or local law, ordinance, statute, rule or regulation. If at any time during or after the Lease Term, any hazardous substances are found to exist in or on the Premises (including the soils and underground water) or to have contaminated the soils, air or underground water of the Premises, then Tenant, at its sole cost and expense, shall promptly remove such hazardous materials and take all such remedial action required by all applicable laws, ordinances, orders, rules, regulations and requirements of all governmental and quasi-governmental authorities with jurisdiction. Additionally, Tenant shall store and dispose of medical waste in strict compliance with all applicable laws, rules + regulations.

41. **FORUM SELECTION**. This Lease shall be construed in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Lease, the same shall be commenced in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, Alaska. Tenants agree specifically that venue and jurisdiction in that court is proper, and further agree to submit themselves to the jurisdiction of that court. Tenants shall not claim that said forum is an inconvenient forum.

42. **COVENANT OF QUIET ENJOYMENT**. Landlord covenants that, so long as Tenant is not in default hereunder, Tenant shall peaceably hold and quietly enjoy the Premises without interruption by Landlord, any mortgage or beneficiary under a deed of trust, or any other person, firm, or corporation claiming under them.

43. **AMBIGUITIES**. This Agreement is initially drafted by Keller William Realty Alaska Group for the convenience of and with full disclosure to both parties. Landlord and Tenant represent that they have had adequate opportunity prior to executing this Lease to have their own tax, legal and other advisors review this Agreement prior to signing and thus this Agreement when executed shall represent the agreement of the parties and the rule of construction that ambiguities are construed against the drafter shall not apply.

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44. **EXECUTION AUTHORITY.** Landlord and Tenant, by their signatures below, warrant that they have read and understand this Lease and that the terms and conditions contained herein represent the full and complete agreement of the parties. If Tenant is a corporation or limited liability company, each individual executing this Lease on behalf of such entitiy represents that they are duly authorized to execute and deliver this Lease on behalf of the corporation or limited liability company, in accordance with duly adopted resolutions of the board of directors of the corporation or limited liability company, that such action and execution is in accordance with the bylaws of the corporation or limited liability company, and that the Lease is binding upon the corporation or limited liability company in accordance with its terms.

45. **LICENSEE RELATIONSHIPS.** The Landlord and the Tenant acknowledge that Tiffany Schuyler and Brooke McLaughlin of The Summit Group are representing the Landlord exclusively and may provide assistance to the Tenant, as documented in the attached AREC Consumer Pamphlet to be executed by both parties.

46. **DISCLOSURE.** The following conflict of interest is hereby being disclosed in relation to this lease of 360 Boniface Pkwy Unit A5, Anchorage, AK 99504. The Lessor is related to the real estate broker, Tiffany Schuyler, in this transaction.

47. **TIME OF ESSENCE.** Time is of the essence of every provision of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below their respective signatures.

LANDLORD: The Summit Group as agent for Ingrim Investments Inc.

By: Tiffany Schuyler

Title: Property Manager

Date: February 13, 2019

TENANT: Eden Management LLC dba: Uncle Herbs

By: _____
Lloyd Stiassny, Member

Date: 02-13-2019

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EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

Wonder Park #8 Tract B
Anchorage Recording District
Third Judicial District
State of Alaska

KNOWN AS:

360 Boniface Pkwy
Anchorage, Alaska 99504

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EXHIBIT B

RULES AND REGULATIONS

It is agreed between Landlord and Tenant that the following rules and regulations shall be and are hereby made a part of this Lease, and Tenant agrees that its employees and agents or any other permitted by Tenant to occupy or enter the Premises will at all times abide by said rules and regulations and that a default in the performance and observances thereof shall operate the same as any defaults therein:

(a) The sidewalks, entries, halls, passages, corridors, stairways and elevators of the Property shall not be obstructed by Tenant or its agents or employees, or used for any purpose other than ingress and egress to and from the Property and the Premises.

(b) No awnings or other obstructions shall be placed over the windows or doorways except by the prior written consent of Landlord.

(c) Furniture, equipment, inventory or supplies shall be moved in or out of the Plaza and the Premises only during such hours and in such manner as may be prescribed by Landlord.

(d) Tenants and their agents and employees shall not use or occupy any of the horizontal parking spaces which are adjacent to the sidewalks immediately in front of the Property.

(e) Tenant shall not change the locks on the Premises or add additional locks without Landlord's prior written approval. At the termination of this tenancy, Tenant shall promptly return to Landlord all keys to the Property and the Premises.

(f) Signs, notices, advertisement, or other inscriptions shall not be placed upon any part of the Property except of such size, form, and color as first specified by Landlord.

(g) If any Tenant desires telegraphic, telephonic or other electrical connections, Landlord or its agents will direct electricians as to where and how the wires may be introduced, and without such directions, no boring or cutting for wires will be permitted. Any such permitted installation and connection will be made at Tenant's expense. No wires for electric or other purposes may be introduced nor will boring nor cutting of present wires be allowed without the written consent of Landlord and then under his direction.

(h) Tenant shall not do or permit anything to be done in said Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the property kept therein, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department or with any insurance policy upon the

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Premises, the Property or any part thereof.

(i) No person shall disturb the occupants of the Property or any part thereof by the use of any radio or musical instrument or by the making of loud or improper noises.

(j) Toilets and other water fixtures shall not be used for any purpose other than that for which the same were intended, and any damages resulting to the same from misuse on the part of Tenant, its agents or employees, shall be paid by Tenant.

(k) Tenant shall not install or operate any steam or gas engine or boiler, or carry on any mechanical business in the Premises. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited without the consent of Landlord first having been obtained. Explosives or other articles deemed extra hazardous shall not be brought into the Plaza or the Premises. Tenant is prohibited from using, storing or in any way allowing hazardous or toxic materials to be upon the Premises.

(l) Any marks, painted signs, cuts, drill holes, nail or screw holes, or any other defacement of the walls, ceilings, partitions or floors of the Premises or of the Property, caused by Tenant, its agents or employees, shall be repaired by Tenant or otherwise repaired at Tenant's expense.

(m) No animals other than a guide dog shall be allowed in the entries, halls, passages, corridors, stairways and elevators of the Property. Animals in addition to guide dogs will be allowed in those Premises which have been specified in the applicable lease as being pet stores.

(n) Bicycles or other vehicles shall not be permitted in the halls, passages, corridors, stairways, and elevators of the Plaza, nor shall any obstructions of sidewalks or entrances of the Plaza by such be permitted. Bicycles and other vehicles may be displayed but not operated in the Premises.

(o) Landlord will not be responsible to any Tenant for any loss of property from the Premises or the Plaza however occurring.

(p) The word "Premises" shall mean the area which each tenant leases pursuant to a commercial lease. The word "Property" means 360 Boniface Pkwy or the Boniface Plaza and the real property upon which it is located.

(q) Landlord reserves the right to make such further reasonable rules and regulations as in its judgement may from time to time be needed and desirable for the safety, care and cleanliness of the Premises and the Property and for the preservation of good order thereon, including professional ethics and conduct of tenants.

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EXHIBIT C

A.D.A. ADDENDUM

Access Laws and Governmental Regulations

1. As used in this Section, Exhibit C, the term "Access Laws" shall mean the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act of 1988, all state and local laws or ordinances related to handicapped access, or any statute, rule, regulation, ordinance, order of governmental bodies or regulatory agencies, or order or decree of any court adopted or enacted with respect to any of the foregoing. The term Access Laws shall include all Access Laws now in existence or hereafter enacted adopted or applicable.

2. Landlord makes no representations regarding the compliance of the Premises, the Property, or the Building with regards to Access Laws.

3. Tenant agrees to notify Landlord immediately if Tenant becomes aware of (a) any conditions or situation in or on the Premises which would constitute a violation of any Access Laws or (b) any threatened or actual lien, action, or notice of the Premises not being in compliance with any Access Laws. Tenant shall inform Landlord of the nature of any such condition, situation, lien, action, or notice, and of the action Tenant proposes to take in response thereto.

4. Tenant shall be solely responsible for all costs and expenses relating to or incurred in connection with bringing the Premises, the Property, and the Common Area of the Property in compliance with Access Laws if and to the extent such costs and expenses arise out of or relate to Tenant's use of the Premises or modifications, improvements, or alterations to the Premises after the date of this Lease.

5. Tenant agrees to indemnify, defend and hold harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and expenses (including attorney fees) arising directly or indirectly from or out of the Premises, as a result or negligence or omission by Tenant, its agents, employees, contractors, invitees, or any subtenant or concessionaire put into possession of all or any part of the Premises violating any applicable Access Laws.

6. The provisions in Sections 1 through 5 of this Exhibit C shall supersede any other provisions in this Lease regarding Access Laws to the extent inconsistent with the provisions of such sections. The provisions in Exhibit C shall survive the expiration of the Lease Term, any extensions of the Lease Term, and/or the termination of this Lease for any reason whatsoever.

Tenant Initial

Landlord Initial TLS

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