AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is entered into between Lessor and Lessee effective as of the 20th day of August 2019 under that certain Lease originally dated July 15th, 2019, related to the property commonly known as 1510 Chief Eddie Hoffman Hwy, Bethel, Alaska 99559.

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

1. **Default**: Lessor 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 Lessee cannot be reached, abandons the property, or similar event.
2. **Default**: Lessee has the right to Sub-lease the property to entity named Alaskan Grown Products, LLC, and will provide Lessor with all required documentation.
3. **Default**: Lessor must schedule an appointment to enter the property, sign into the visitor's log, receive and wear a visitor's identification badge while on the premises as per any approved operating agreements and AMCO's regulations.
4. **USE**: Lessor is aware and approves the use of the property to be a licensed marijuana retail establishment.

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

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

Lessor:
UCI, LLC

By: _____

Lessee:
QUICKFOODS, INC.

By: _____

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LANDLORD: **UCI, LLC**

TENANT: **QUICKFOODS, Inc.**

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BASIC LEASE INFORMATION

Lease Commencement Date:	July 15, 2019
Expiration Date:	July 14th 2024
Rent Commencement Date:	July 15, 2019
Landlord's Name:	UCI, LLC
Landlord's Address:	3351 Arctic Blvd. Anchorage, Alaska 99503
Tenant's Name:	Quickfoods, Inc.
Tenant's Address:	14414 Riverton Ct Anchorage AK 99516
Address of Premises:	1510 Chief Eddie Hoffman Hwy Bethel, Alaska, 99559
Description of Premises:	Lot Thirty-eight "A" One (38A1), Replat of Park Place Subdivision, according to the official plat thereof, filed under Plat No. 83-36 in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska EXCEPTING THEREFROM (a) that portion deeded to the State of Alaska by deed recorded August 29, 1968 in Book 16 at page 275; and that portion of lease to Alaska Grown Products, LLC pursuant to
Initial Term	5 years
Annual Base Rent Initial Term:	$13,000.00 monthly until June 30, 2021 ($156,000 annually); $15,000 monthly ($180,000 annually) commencing July 1, 2021, plus applicable sales tax.
Additional Rent:	All other amounts payable by Tenant pursuant to this Lease
Extension of Initial Term:	Three 5-year extensions at the tenant's option.

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Utilities and Janitorial Services:	Tenant will be responsible for all utilities and services.
Security Deposit:	$0.00 (NONE).
Permitted Use:	Fuel station, Marijuana Retail, convenience store, any and all legal business of Tenants choosing.

The foregoing Basic Lease Information is hereby incorporated into and made a part of this Lease. Each reference in this Lease to any of the above terms shall mean the respective information set forth opposite said term and shall be construed to incorporate by reference all of the terms provided under the particular Section of this Lease pertaining to said information. In the event of any conflict between the Basic Lease Information and the Lease, the latter shall control.

LANDLORD:

UCI, LLC
an Alaska limited liability company

By: _____
Name: David Cottrell
Its: President & CEO
Dated: 7/11/19

TENANT:

Quickfoods, Inc.
an Alaska company

By: _____
Name: Sloane Unwin
Its: President
Dated: 7/11/19

By: _____
Name: Todd Perez
Its: Vice President
Dated: 7/11/19

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THIS LEASE ("Lease") is effective the 15ST day of July, 2019, between UCI, LLC, an Alaska Limited Liability Company ("LANDLORD"), and QUICKFOODS, INC., an Alaska limited liability company ("TENANT").

RECITALS

A. LANDLORD leases the real property located at 1510 Chief Eddie Hoffman Hwy, Bethel, Alaska, 99559, the building, fuel stations, including fuel tanks, and other improvements situated on the Property (the "Facilities") (the Property and the Facilities, collectively the "Premises") from UCI, LLC ("Owner"), This lease supersedes any and all other previous leases.

B. LANDLORD desires to lease the Premises to TENANT, and TENANT desires to lease the Premises from LANDLORD, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. PROPERTY

1.01 Premises

Subject to the terms, covenants, conditions, rights and obligations set forth in this Lease, LANDLORD leases to TENANT and TENANT leases from LANDLORD the Premises.

1.02 Quiet Enjoyment, Restrictions, Easements, Etc.

LANDLORD covenants and agrees that TENANT, upon paying the rent and other charges herein provided for and observing and keeping the covenants, conditions and terms of this Lease on TENANT's part to be kept or performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease, subject, however, to the rights and reservations expressed in the United States or State patent to the Premises, the existing easements for roads, gas, electric, water, sewer and other utility lines, restrictions of record and to encroachments ascertained by physical inspection of the Premises.

1.02 Premises Accepted "As Is"

TENANT acknowledges that it has inspected the Premises and accepts the same "as is" and without reliance on any representations or warranties of LANDLORD, its agents, servants or employees as to the legal or physical condition of the Premises, or as to the habitability or fitness of the Premises for any particular purpose.

2. TERM

2.01 Lease Term

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The term of this Lease shall commence on July 15, 2019 and expire at 11:59 p.m. on July 14th, 2024, unless earlier terminated pursuant to the terms of this Lease.

2.02 Termination at Election of Tenant

During the term of this Lease, provided that TENANT is not in default under this Lease, TENANT shall have the right, at TENANT'S election, upon at least ninety (90) days' notice to LANDLORD, to terminate this Lease.

2.03 Holding Over

If TENANT shall hold over after the expiration of the term or any extension term of this Lease, and if the holdover is with LANDLORD'S consent, such tenancy shall be from month to month, terminable upon 30 days' written notice given by either party at any time for any or no cause, and shall not operate as a renewal or extension of this Lease. During the period of such holding over, all terms and conditions of this Lease shall apply to TENANT's occupancy of the Premises, except that TENANT shall pay rent in an amount equal to 100% of the rent in effect as of the last month of the term of this Lease, as extended, if applicable. If the holdover is without LANDLORD'S written consent, TENANT shall be a tenant-at-sufferance. In such case, TENANT shall pay by the tenth (10th) day of each month 125% of the rent in effect as of the last month of the term of this Lease and shall be liable for any damages suffered by LANDLORD because of TENANT'S holdover, and LANDLORD shall have a right to exercise all remedies.

2.04 Surrender of Possession

Upon expiration of the term of this Lease, whether by lapse of time or otherwise, TENANT shall promptly and peaceably surrender the Premises, in the same condition as of the commencement date of the term of this Lease, normal wear and tear excepted.

3. RENT; SECURITY DEPOSIT

3.01 Rent

TENANT agrees to pay to LANDLORD as annual base rent for the Premises the amount as set forth in the Basic Lease Information. Payment of the annual base rent shall be made in monthly installments, each in the amount as set forth in the Basic Lease Information. The rent shall be payable in advance on the first (1st) day of each calendar month during the term of this Lease, except that the first month's rent shall be paid by TENANT to LANDLORD upon the execution of this Lease. Except as otherwise specifically set forth in this Lease, all rent shall be paid to LANDLORD without deduction or offset, in lawful money of the United States of America, by direct deposit into LANDLORD's account at _____, Routing No. _____, Account No. _____, or to such other person or persons or at such other places or in such other manners as LANDLORD may from time to time designate by written notice to TENANT.

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3.02 Taxes; Additional Rent

TENANT agrees to pay prior to delinquency and directly to the taxing authorities in which the Premises is located all and further agrees to pay prior to delinquency and directly to the taxing authorities in which the Premises is located all applicable personal property taxes on personal property situated on the Premises. TENANT further agrees to pay prior to delinquency any other taxes for which it may be liable. TENANT shall, within 30 days after any such tax, assessment or other charge, whether or not constituting a lien on the Premises, shall become due and payable, produce and exhibit to LANDLORD satisfactory evidence of payment thereof.

In addition to the foregoing, all other costs, expenses, charges, fees, taxes, assessments and other sums that TENANT assumes or agrees to pay pursuant to this Lease shall, at LANDLORD's election, be treated as additional rent. All additional rent shall be paid at the same time and in the same manner as the base rent, pursuant to Section 3.01 of this Lease.

In the event of nonpayment of additional rent, LANDLORD shall have all rights and remedies provided in this Lease in the case of nonpayment of rent or of a breach of term, covenant or condition, at LANDLORD's election. If TENANT shall default in making any payment required to be made by TENANT or shall default in performance of any term, covenant or condition of this Lease on the part of TENANT to be kept, performed or observed that shall involve the expenditure of money by TENANT, LANDLORD at LANDLORD's option may, but shall not be obligated to, make such payment, or on behalf of TENANT and expend such sum as may be necessary to keep, perform or observe such term, covenant or condition. Any and all sums so expended by LANDLORD, with interest thereon from the date of such expenditure until repaid, shall be additional rent, and shall be repaid by TENANT to LANDLORD on demand, provided that no such payment or expenditure by LANDLORD shall be deemed a waiver of TENANT's default, nor shall it affect any remedy of LANDLORD by reason of such default. If, however, any charge described in this paragraph is disputed by TENANT and diligently appealed or litigated by TENANT, nonpayment of such charge shall not be grounds for default or termination of this Lease until such charge remains unpaid for ten days following a final nonappealable determination adverse to TENANT.

3.03 Late Charge

TENANT hereby acknowledges that late payment of rent will cause LANDLORD to incur costs not contemplated by this Lease, the exact amount of which will be difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any rent shall not be received by LANDLORD within ten (10) days after such amount shall be due, then, without any requirement for notice to TENANT, TENANT shall pay LANDLORD a late charge equal to $250. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of such late payment. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT'S default or breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder.

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4. USE AND CARE OF THE PROPERTY

4.01 Maintenance and Repair

(a) LANDLORD's Obligations. LANDLORD shall repair and maintain in good condition the roof, the exteriors walls and bearing walls, the basic plumbing and electrical systems, and the heating, air conditioning and ventilation system, unless the need for maintenance or repair is rendered necessary by the act, neglect, fault or omission of TENANT, its agents, employees, contractors or invitees, in which case TENANT shall pay to LANDLORD, as additional rent, the cost of such maintenance or repair. LANDLORD's obligations shall not include the fuel tanks and fuel dispensing equipment or related fixtures and equipment.

(b) TENANT's Obligations. With the sole exception of LANDLORD's responsibilities pursuant to Section 4.02 of this Lease, TENANT shall, at TENANT's sole cost and expense, keep the Premises and every part thereof in good condition and repair. Notwithstanding anything in this Lease to the contrary, TENANT shall be responsible for lighting maintenance, including bulb replacement, glass breakage and exterior doors, and repair and maintenance of sidewalks, drives and parking areas.

(c) Maintenance Reserve. LANDLORD and TENANT shall establish and maintain a reserve account, to be held by LANDLORD, to fund major maintenance and repairs necessary to maintain the Premises in good condition. The reserve account initially shall be funded one-half by LANDLORD and one-half by TENANT. LANDLORD shall deposit $1,000 from each monthly rental payment into the reserve account and TENANT shall pay $1,000 in the reserve account with each monthly rental payment, commencing with the payment due July 15, 2019, until LANDLORD and TENANT have each contributed $5,000. At such time, LANDLORD and TENANT shall be responsible for funding the reserve and shall make contributions to the reserve account to maintain the account at $10,000. Funds maintained in the reserve may be used to fund maintenance and repair expenditures as LANDLORD and TENANT may agree from time to time.

4.02 Utilities and Services

Utilities and Janitorial Services. TENANT shall furnish and pay for the basic utility services to the Premises, which are electric power, water and sewer, heating, ventilation and air-conditioning, and refuse removal from the Property. TENANT shall furnish and pay for janitorial service for the Premises and shall furnish and pay for all other utilities or services that TENANT desires at the Premises, including telephone and internet.

4.03 Access Rights of LANDLORD

LANDLORD, its agents, servants or employees, shall have the right to enter into and upon the Premises upon reasonable notice to TENANT and during normal business hours (defined as 9 A.M. to 5 P.M. Sunday through Saturday except for federal and state holidays) for the purpose of inspecting the Premises for compliance with the terms of this Lease, to make repairs, alterations, or improvements, to post notices of non-responsibility, to provide any services required

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by the Lease, to comply with applicable laws, and for purposes of leasing the Premises or selling the Property. For purposes of this Section 4.04, notice may be provided by email, text, or voicemail, or in person to TENANT.

4.04 Nuisances Prohibited

TENANT shall not permit any nuisance or public nuisance to exist or to be created or maintained on the Premises. TENANT shall not keep any trash, garbage, waste or other refuse on the Premises except in sanitary containers and shall regularly and frequently remove the same from the Premises. TENANT shall keep all containers or other equipment used for the storage or disposal of such matter in a clean and sanitary condition.

4.05 Compliance with Laws

TENANT shall comply with all applicable laws, ordinances, regulations and orders of duly constituted public authorities now or hereafter in any manner affecting TENANT's activities on the Premises. TENANT shall obtain, at TENANT's sole expense, all approvals and permits required by local, state and federal authorities.

4.06 TENANT's Ownership of Trade Fixtures, Machinery and Equipment

It is expressly understood and agreed that any and all retail store trade fixtures, machinery, equipment, and other personal property of TENANT at any time placed or maintained upon the Premises by TENANT shall be and remain property of TENANT and may be removed or replaced at any time during the term of this Lease.

4.07 Signs

All signs or symbols placed on the Premises, by TENANT shall be subject to the prior written approval of LANDLORD. Any signs so placed on the Premises shall be so placed upon the understanding and agreement that TENANT will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises caused thereby, and if not so removed by TENANT, then LANDLORD may have same removed at TENANT'S expense. LANDLORD is authorized to remove, without notice to TENANT, any signs placed on the Premises without LANDLORD's prior written approval, and TENANT waives any and all claims for damages or loss resulting from such removal. TENANT shall pay the reasonable costs incurred by LANDLORD to remove any such signs.

5. ASSIGNMENT AND SUBLETTING

5.01 Assignment or Sublease of Premises

TENANT shall not, without the prior written consent of LANDLORD, which consent LANDLORD shall not unreasonably withhold: (i) assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise; (ii) sublet the Premises or any part thereof; (iii)

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transfer a controlling interest in TENANT; or (iv) permit the use of the Premises by any individuals, entities, firms, associations, partnerships, companies or corporations other than TENANT and its employees. No permitted transfer shall relieve TENANT of any obligation under this Lease, including TENANT's obligation to pay rent and other monies due hereunder. The consent by LANDLORD to any transfer shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Any transfer to which LANDLORD has consented shall be by an instrument in writing, in form and substance satisfactory to LANDLORD, and any transferee shall agree for the benefit of LANDLORD to be bound by, assume and perform all the terms, covenants and conditions of this Lease.

LANDLORD agrees that the ALASKA GROWN PRODUCTS (SUBLESSEE) lease was entered into by LANDLORD and SUBLESSEE prior to TENANT's lease and that this lease will become a sublease of TENANT, with all rights and privileges granted to LANDLORD being conveyed to TENANT.

6. LIENS

6.01 Prohibition of Liens

TENANT shall not suffer or permit any liens, including without limitation, mechanics or materialmen's liens, to be recorded against the Premises. If any such liens shall be recorded against the Premises, TENANT shall cause the same to be removed, or , in the alternative, if TENANT in good faith desires to contest the same, TENANT shall be privileged to do so, but in such case, TENANT hereby agrees to indemnify and save LANDLORD harmless from all liability for damages occasioned thereby and shall, in the event of a judgment or foreclosure of such liens, cause the same to be discharged and removed prior to any attempt at execution of such judgment. Nothing contained in this Lease shall be construed to be a waiver of the provisions of AS 09.38.015(c), as may be amended from time to time.

7. INSURANCE; LIMITATION OF LIABILITY; INDEMNIFICATION

7.01 Liability Insurance

TENANT, during the term of this Lease, shall carry at its expense comprehensive general liability insurance covering TENANT's operations and the Premises, including contractual liability, in an amount of not less than $2,000,000 combined single limit to protect against liability for bodily injury, death or property damage that might arise from the occupancy or use of the Premises and the operations conducted on, from, or related to it. LANDLORD reserves the right to require increased minimum limits of insurance during the term of this Lease to ensure the insurance provided by TENANT is consistent with coverage provided in connection with similar commercial agreements.

7.02 Worker's Compensation Insurance

TENANT, during the term of this Lease, shall carry at its expense Worker's Compensation Insurance in an amount not less than that required by statute.

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7.03 Additional Insured, Notice to LANDLORD, and Waiver of Subrogation

All insurance policies required to be maintained by TENANT under paragraph Section 7.01 shall name LANDLORD, and its members, officers, employees and agents, as additional insured, and shall not contain any exclusion from coverage for TENANT's liability for damages or loss incurred by LANDLORD because of LANDLORD's status as an additional insured. All policies issued under Section 7.01 shall contain a waiver of any subrogation rights any insurer might have against LANDLORD. All policies issued under Sections 7.01 or 7.02 shall contain an agreement by the insurers to provide at least 30 days prior written notice to LANDLORD of cancellation, expiration or substantial changes in policy conditions and coverage. TENANT shall furnish insurance binders, certificates, and copies of all such insurance policies to LANDLORD within seven days after the issuance thereof.

7.04 Property Insurance

(a) LANDLORD shall, at LANDLORD'S expense, procure and maintain at all times during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises in the amount of the full replacement value thereof (exclusive of Tenant's trade fixtures and equipment) providing protection against all perils included within the classification of fire, flood, extended coverage, vandalism, malicious mischief, sprinkler leakage and special extended peril (all-risk) but excepting earthquake.

(b) TENANT shall, at TENANT'S expense, and in its own name obtain insurance against loss or damage to TENANT'S equipment, inventory, fixtures, personal property, and any improvements made to the Premises by TENANT, in the amount of the full replacement value thereof providing protection against all perils included within the classification of fire, flood, extended coverage, vandalism, malicious mischief, sprinkler leakage and special extended peril (all-risk) but excepting earthquake.

7.05 Limitation of Liability

LANDLORD shall not be liable to TENANT, or any person claiming under TENANT, for any injury or damage arising out of any act or omission of any other tenant of the Premises or any tenant of the property of which the Premises is a part. LANDLORD shall not be liable to TENANT for any damage to or loss of personal property owned by TENANT or TENANT'S agents, contractors, subtenants or invitees, or anyone else, or any damage to TENANT'S business, regardless of the cause of the loss or damage, including the negligence of LANDLORD. In no event shall LANDLORD be liable for indirect, consequential, or punitive damages, including, without limitation, any damages based on lost profits. LANDLORD shall not have any personal liability with respect to any of the provisions of the Lease or the Premises. If LANDLORD is in breach or default with respect to LANDLORD'S obligations under the Lease, TENANT shall look solely to the equity interest of LANDLORD in the Premises for the satisfaction of TENANT'S remedies or judgments. No other real, personal, or mixed property of LANDLORD, wherever situated, shall be subject to levy to satisfy such judgment.

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7.06 Indemnification

TENANT shall defend all actions against LANDLORD, it parent and subsidiary companies, and each of their members, officers, directors, employees, and agents, their contractors and subcontractors, insurers, and successors and assigns (collectively the "Indemnified Parties"), with respect to, and shall pay, protect, indemnify and save harmless the Indemnified Parties against any and all claims, demands, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses of litigation) of any nature arising from (i) injury to or death of any person, or damage to or loss of property, occurring on the Premises or on adjoining sidewalks, streets or ways, in connection with the use or occupancy of the Premises by TENANT; or (ii) TENANT'S violation of this Lease; or (iii) any intentional or negligent act or omission of TENANT or its members, officers, directors, employees, agents, contractors, subcontract, licensees, subtenants, or invitees.

8. CONDEMNATION

8.01 Condemnation

In the event the Premises, or any part thereof or interest therein, shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of LANDLORD and TENANT in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease shall be as provided in this Section 8.

8.02 Total Taking

If all of the Premises is taken or so transferred, this Lease and all the right, title and interest thereunder of TENANT shall terminate on the date title to the Premises vests in the condemning authority.

8.03 Partial Taking – Termination of Lease

In the event the taking or transfer of part of the Premises leaves the remainder of the Premises in such location, or in such form, shape or reduced size, or so inaccessible as to be not effectively and practicably usable in the opinion of LANDLORD for the purpose of operation thereon of TENANT's business, then this Lease and all of the right, title and interest thereunder of TENANT shall cease on the date title to the Premises vests in the condemning authority, and the condemning authority enters into possession.

8.04 Partial Taking – Continuation of Lease

In the event the taking or transfer of a part of the Premises leaves the remainder of the Premises in such location and in such form, shape or size, or so accessible as to be effectively and practicably usable in the opinion of LANDLORD for the purpose of operation thereon of

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TENANT's business, this Lease shall terminate and end as to the portion of the Premises so taken or transferred as of the date title to such portion vests in the condemning authority and the condemning authority enters into possession, but shall continue in full force and effect as to the portion of the Premises not so taken or transferred. If there is a partial taking and this Lease is not terminated, there shall be no abatement of rent.

8.05 Compensation

Any compensation received or payable as a result of eminent domain proceedings or a transfer in lieu thereof shall belong to LANDLORD, whether such compensation be awarded or paid as compensation for diminution in value of the leasehold or of the fee, and TENANT shall make no claim against LANDLORD for damages for termination of the leasehold or interference with TENANT's business. TENANT shall have the right to claim and recover from the condemning authority compensation for any loss to which TENANT may be put for TENANT's moving expenses, for interference with TENANT's business, and for damages relating to any trade fixtures, machinery or equipment owned by TENANT.

9. CASUALTY

9.01 Obligation to Repair or Rebuild

Except as otherwise provided in this Section, if the Premises are damaged or destroyed during the Term, LANDLORD shall diligently repair or rebuild them to substantially the condition in which they existed immediately prior to the damage or destruction; provided, however, that LANDLORD shall be obligated to repair or rebuild the Premises and Building only if (i) insurance proceeds are available for the work and such proceeds are not applied by any lender against payment of an existing loan on the Premises, and (ii) such repairs or rebuilding can be accomplished within ninety (90) days, as determined in LANDLORD's discretion.

9.02 Abatement of Rent

Rent shall be abated in proportion to the amount of the Premises that are damaged or destroyed during any period in which, by reason of any damage or destruction, LANDLORD reasonably determines that there is substantial interference with the operation of TENANT's business on the Premises. Such abatement shall continue for the period commencing with such damage or destruction and ending with the earlier of (i) substantial completion by LANDLORD of the work of repair or reconstruction which LANDLORD is obligated or undertakes to do, or (ii) expiration or earlier termination of this Lease.

9.03 Impracticable to Repair or Rebuild; Termination

If the Premises are damaged or destroyed to the extent that LANDLORD determines that the Premises cannot, with reasonable diligence, be fully repaired and restored by LANDLORD within ninety (90) days after the date of the damage or destruction, LANDLORD and TENANT shall employ their reasonable good faith efforts to agree, within fifteen (15) days after the date of the damage or destruction, on whether to (i) terminate this Lease, or (ii) maintain

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this Lease in full force and effect for a period of time equal to the time necessary to repair or restore the Premises plus thirty (30) days. In the event that no agreement is reached within said fifteen (15) day period, LANDLORD may elect to terminate this Lease upon written notice to TENANT.

9.04 End of Term

Notwithstanding anything to the contrary contained in this Lease, if the Premises are partially destroyed or damaged during the last twelve (12) months of the term of this Lease, LANDLORD may elect to terminate this Lease as of the date such destruction or damage occurred, with no liability to TENANT, by serving on TENANT within thirty (30) days from the date such destruction or damage occurred, written notice of LANDLORD's election to terminate this Lease.

9.05 Insurance Coverage

Notwithstanding anything contained herein to the contrary, in the event of damage to or destruction of all or any portion of the Premises which is not fully covered by insurance for the benefit of LANDLORD, LANDLORD may terminate this Lease by written notice to TENANT, given within ninety (90) days after the date of the damage or destruction.

9.06 Waiver

With respect to any damage or destruction which LANDLORD is obligated to repair or may elect to repair under the terms of this Section, TENANT hereby waives all rights to terminate this Lease pursuant to rights otherwise presently or hereafter accorded by law to tenants.

10. DEFAULT AND TERMINATION

10.01 Default

Each of the following events shall be deemed an event of default by the TENANT under this Lease and a breach of the terms, covenants and conditions of this Lease:

(a) A default in the payment of the rent, additional rent, and other sums due under this Lease, or any part thereof, for a period of three (3) days from the due date for the payment of such rent, additional rent, or other sums.

(b) The use of the Premises for purposes other than those enumerated in this Lease, or a default in the performance of any other term, covenant or condition on the part of the TENANT to be kept, performed or observed for a period of seven (7) days after LANDLORD gives to TENANT a written notice specifying the particular default or defaults.

(c) The abandonment of the Property by TENANT. If the Property is deserted or unused by TENANT for fourteen consecutive days or more, it shall be deemed abandoned, even if TENANT continues to pay rent.

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(d) The making by TENANT of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against TENANT of a petition to have TENANT adjudged a bankrupt or a petition for reorganization or arrangement under any law related to bankruptcy (unless, in the case of a petition filed against TENANT, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of TENANT's assets located at the Property or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the Property or of TENANT's interest in this Lease, where such seizure is not discharged within thirty (30) days.

10.02 LANDLORD's Remedies

In the event of any default by TENANT as provided in Section 10.01 of this Lease, LANDLORD shall have all of the below enumerated rights and remedies, all in addition to any rights and remedies that LANDLORD may be given by statute, common law or otherwise. All rights of LANDLORD shall be cumulative, and none shall exclude any other right or remedy. LANDLORD's rights and remedies include the following:

(a) LANDLORD may declare the term of this Lease ended by written notice to TENANT. Upon termination of this Lease, TENANT shall surrender possession and vacate the Premises immediately, and deliver possession thereof to LANDLORD, and TENANT hereby grants to LANDLORD full and free license to enter into and upon the Premises in such event with or without process of law and to repossess LANDLORD of the Premises and to expel or remove TENANT and any others who may be occupying or within the Premises and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing LANDLORD's right to rent or any other right given to LANDLORD hereunder or by operation of law.

(b) LANDLORD may by written notice declare TENANT's right to possession of the Premises terminated without terminating this Lease. Upon such termination of TENANT's right to possession, LANDLORD shall have all the rights to repossess the Premises and remove TENANT and TENANT's property as enumerated in subparagraph (a).

(c) LANDLORD may relet the Premises in whole or in part for any period equal to or greater or less than the remainder of the term of this Lease, for any sum that LANDLORD may deem reasonable, except as provided in subparagraph (e).

(d) LANDLORD may collect any and all rents due or to become due from subtenants or other occupants of the Premises.

(e) LANDLORD may recover, whether this Lease be terminated or not, from TENANT damages provided for below consisting of items (i) and (ii), or at LANDLORD's election, items (i) and (iii):

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(i) actual attorney's fees and other expenses incurred by LANDLORD by reason of the breach or default by TENANT; and

(ii) an amount equal to the amount of all rent and additional sums reserved under this Lease, less the net rent, if any, collected by LANDLORD on reletting the Premises, which shall be due and payable by TENANT to LANDLORD on the days on which the rent and additional sums reserved in this Lease would have become due and payable; that is to say, upon each of such days TENANT shall pay to LANDLORD the amount of deficiency then existing. Such net rent collected on reletting by LANDLORD shall be computed by deducting from the gross rent collected all expenses incurred by LANDLORD in connection with the reletting of the Premises, or any part thereof, including broker's commission and the cost of renovating or remodeling the Premises or the buildings or improvements thereon.

(iii) an amount equal to the amount of all rent and additional sums reserved under this Lease, less the fair and reasonable rental value of the Premises for the same period.

(f) Reentry or reletting of the Premises, or any part thereof, shall not be deemed a termination of this Lease, unless expressly declared to be so by LANDLORD. If this Lease shall be deemed terminated, TENANT's liabilities shall survive and TENANT shall be liable for damages as provided in this Section 10.02.

11. SUBORDINATION; ESTOPPEL; SALE

11.01 Subordination and Attornment

This Lease is and shall be subordinate to any encumbrance now of record or recorded after the date of this Lease affecting the Premises. Such subordination is effective without any further act of TENANT. Such subordination, however, shall not allow for TENANT to be dispossessed of the Premises before the expiration of the Term so long as (1) TENANT fulfills all of its obligations under this Lease, and (2) TENANT agrees to attorn to LANDLORD's lender or to any successor of LANDLORD to whom the lender causes the Premises to be transferred. At the request of LANDLORD's lender, LANDLORD and TENANT shall execute subordination and attornment agreements regarding TENANT's occupancy of the Premises.

11.02 Estoppel Certificate.

Within ten (10) days after request by LANDLORD, or if on any sale, assignment or hypothecation by LANDLORD of LANDLORD's interest in the Premises, or any portion thereof, an estoppel certificate shall be required, TENANT shall deliver, substantially in the form attached hereto as Exhibit B, (as modified to be factually correct), or in such other form as may be reasonably requested by prospective lenders or purchasers, an estoppel certificate to any proposed

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mortgagee, purchaser, sublessee or assignee and to the LANDLORD. Failure to deliver said certificate in time shall constitute a material default under this Lease giving LANDLORD the rights and remedies provided upon default, including the option to terminate. Further, failure to deliver the certificate in time shall be conclusive upon the non-requesting party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the requesting party's performance and the non-requesting party has no right of offset, counterclaim or deduction against rent hereunder, and (iii) no more than one period's monthly rent has been paid in advance.

11.03 Sale of LANDLORD's Interest

In the event of any sale or transfer by LANDLORD of the Premises or the Building, and assignment of this Lease by LANDLORD, LANDLORD shall be and is hereby relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale or transfer, provided the purchaser or transferee shall assume expressly all of the covenants and obligations of LANDLORD under this Lease. If any security deposit or prepaid rent has been paid by TENANT, LANDLORD may transfer the same to LANDLORD's successor and, upon such transfer, LANDLORD shall be relieved of any and all further liability with respect thereto.

13. OPTION TO PURCHASE

13.01 Option to Purchase

At any time during the term of this Lease, if TENANT is not in default under this Lease, TENANT shall have the option to purchase the Premises for a price determined in accordance with this Section 13.

(a) Exercise of Option. TENANT's election to exercise this option must be evidenced by a written notice delivered to LANDLORD.

(b) Price. The price to be paid by TENANT to LANDLORD for the Premises, if the option is exercised, shall be the fair market value of the Premises.

(c) Appraisal Procedure. If LANDLORD and TENANT cannot agree on the purchase price within thirty (30) days of the date TENANT exercises the option, LANDLORD shall order an appraisal of the Premises by a qualified appraiser and shall deliver a copy to TENANT ("LANDLORD'S Appraisal") promptly after receipt. TENANT shall have thirty (30) days after receipt of LANDLORD'S Appraisal in which to accept or reject LANDLORD'S Appraisal, *provided that,* if TENANT does not reject LANDLORD'S Appraisal in writing within such thirty (30) day period, the amount stated in LANDLORD'S Appraisal as the fair market value of the Premises shall be conclusively established as the fair market value for purposes of determining the purchase price. If TENANT elects to reject LANDLORD'S Appraisal, TENANT must provide LANDLORD written notice within such thirty (30) day period, order an appraisal or a review appraisal with a conclusion of value ("TENANT'S Appraisal") from a qualified appraiser,

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and promptly deliver a copy of TENANT'S Appraisal to LANDLORD. If the difference in the fair market values set forth in LANDLORD'S Appraisal and TENANT'S Appraisal is 10% or less, then the average of the fair market values shall be conclusively established as the fair market value of the Premises. If the difference in the fair market values set forth in LANDLORD'S Appraisal and TENANT'S Appraisal is more than 10%, then two appraisers shall promptly and mutually select a third qualified appraiser who shall determine the fair market value of the Premises by selecting either LANDLORD'S or TENANT'S Appraisal or a value between the two, which value shall be conclusively established as the fair market value of the Premises. Each party shall pay the cost of its appraisal, except that if LANDLORD accepts TENANT'S Appraisal, the cost of the TENANT'S Appraisal shall be shared by the parties. If a third appraisal is required, the cost of the third appraisal shall be shared by the parties. The appraisers used by the parties shall be commercial appraisers licensed in Alaska and holding the Members of Appraisal Institute designation. A summary appraisal form is sufficient; however, on demand, each party may request the supporting file records for the summary appraisal be provided to them for review. The cost of the TENANT improvements will be deducted from any established Fair Market Value of the property prior to the purchase.

(a) Title; Expenses. If TENANT purchases the Premises, LANDLORD shall convey the Premises by statutory warranty deed subject to exceptions of record, but free of liens or mortgages, and shall pay the cost of standard title insurance. LANDLORD and TENANT shall each pay one-half of closing costs, including, but not limited to, escrow fees, recording fees and other closing costs. Any costs not described herein shall be paid in accordance with customary practice in Bethel, Alaska for transactions of similar nature.

(b) Taxes and Utilities. TENANT shall continue to pay all taxes, utilities, and other obligations under this Lease until the date of the closing. Rent shall be pro-rated as of the date of Closing.

(c) Payment of Purchase Price. The purchase price shall be payable at closing as follows: (i) delivery of ten percent (10%) of the purchase price in immediately available funds; and (ii) delivery of a promissory note, secured by a lien on the Premises and all improvements and appurtenance thereto, and by a security interest in all of TENANT'S personal property used or useable in connection with operation of the business of TENANT upon the Premises, with interest at the rate stated as the First National Bank of Alaska prime rate as of the date of closing, and payable in equal monthly installments based on a twenty year amortization. If not sooner paid, all unpaid principal and interest and other amounts due to LANDLORD pursuant to the promissory note and associated security documents shall be due and payable on the date that is twelve (12) years after the date of closing.

(d) Closing. The sale of the Premises shall close within ninety (90) days after the purchase price is determined pursuant to sub-section (c), above, unless extended by mutual agreement of the parties.

14. GENERAL PROVISIONS

14.01 Conditions and Covenants

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All the provisions of this Lease shall be deemed as running with the land, and shall be construed to be "conditions" as well as "covenants", as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

14.02 Broker Participation

LANDLORD and TENANT warrant that each has had no dealing with any real estate broker or agent in connection with the negotiation of this Lease, and LANDLORD and TENANT know of no real estate broker or agent who is entitled to any commission in connection with this Lease. LANDLORD and TENANT ("*Indemnitor*") each agrees to indemnify, defend and hold the other harmless from and against all liability, claims, demands, damages, or costs of any kind arising from or connected with any broker's fee, commission or charge claimed to be due through Indemnitor's actions.

14.03 No Waiver of Breach

No failure by either LANDLORD or TENANT to insist upon the strict performance by the other of any term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such terms, covenants or conditions. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

14.04 Attorney's Fees

If LANDLORD is involuntarily made a party defendant to any litigation concerning this Lease or the Property by reason of any act or omission of TENANT, or if LANDLORD is made a party to any litigation brought by or against TENANT without any fault on the part of LANDLORD, and LANDLORD prevails, then TENANT shall pay all amounts incurred and expended by LANDLORD, including the fees of LANDLORD's agents and attorneys and all reasonable expenses incurred in defense of such litigation.

14.05 Time of Essence

Time is of the essence of this Lease and of each provision.

14.06 Computation of Time

The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded. The term "holiday" shall mean all holidays as defined by the statutes of Alaska.

14.07 Successors in Interest

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Each and all of the terms, covenants and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of LANDLORD and TENANT.

14.08 Entire Agreement

This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement or promise made by any party that is not contained in this Lease shall be binding or valid.

14.09 Governing Law and Venue

This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Alaska. Any action or suit arising between the parties in relation to or in connection with this Lease, or for the breach thereof, shall be brought in the state courts of the State of Alaska.

14.10 Partial Invalidity

If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such provisions are considered by TENANT to be integral to TENANT's use of the Property for the purposes stated herein in which case, TENANT will have the authority to terminate this Lease upon thirty (30) days written notice to LANDLORD.

14.11 Relationship of Parties

Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between LANDLORD and TENANT; and neither the method of computation of rent, nor any other provision contained in this Lease nor any acts of the parties, shall be deemed to create any relationship between LANDLORD and TENANT other than the relationship of LANDLORD and TENANT.

14.12 Interpretation

The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against LANDLORD or TENANT as both LANDLORD and TENANT have had opportunity for the assistance of attorneys in drafting and reviewing this Lease.

14.13 Number and Gender

In this Lease, the neutral gender includes the masculine and the feminine, and the singular number includes the plural; the word "person" includes corporation, partnership, firm or association wherever the context so requires.

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14.14 Captions

Captions of the paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

14.15 Amendment

This Lease is not subject to amendment except in writing executed by all parties hereto.

14.16 Delivery of Notices

All notices, demands or requests from one party to another shall be delivered in person or be sent by mail, certified or registered, postage prepaid, to the addresses of LANDLORD and TENANT as set forth in the Basic Lease Provisions. Each party shall have the right, from time to time, to designate a different address or different agent for service of process by notice given in conformity with this Section.

14.17 Counterparts

This Lease may be executed in counterparts so long as each of the parties to this agreement executes at least one counterpart. All such counterparts shall collectively constitute one and the same original instrument.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, LANDLORD and TENANT have duly executed and acknowledged this Lease.

LANDLORD:

UCI, LLC
an Alaska limited liability company

By: _____
Name: David Cottrell
Its: President & CEO
Dated: _____

TENANT:

Quickfoods, Inc.
an Alaska Company

By: _____
Name: Sloane Unwin
Its: President
Dated: 7/11/19

By: _____
Name: Todd Perez
Its: Vice President
Dated: 7/11/19

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