ANSER, LLC
COMMERCIAL SUBLEASE

THIS SUBLEASE is entered this 1st day of November, 2019, by and between: Anser, LLC, an Alaska limited liability company (hereafter referred to as "Tenant."), and AK Rime, LLC an Alaska limited liability company (hereafter referred to as "Subtenant"). Tenant has previously entered into a lease agreement with Cooper Leasing Company an Alaska company (hereafter referred to as "Landlord") dated June 17th, 2019 (the "prime lease"), a copy of which is attached to this Sublease. The Tenant now desires to sublet a portion of the leased property to the Subtenant and the Subtenant desires to sublet the leased property from the Tenant. Therefore the parties agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the "Premises" commonly known as 100 E International Airport Road Suite 101 located on Lot 1, Block 1 Spruce Heights., Anchorage, Alaska, which consists of land and a building containing approximately 1,334 square feet of manufacturing space and associated parking.

2. Term.

2.1 Term. The term of this Lease shall be fifty-five (60) months from November 1, 2019 (the "Lease Commencement Date") through October 31, 2024, with an option to renew as provided below. Provided that Subtenant is in compliance with its obligations arising pursuant to the terms of this Lease, possession of the Premises shall be provided to Subtenant on the Lease Commencement Date.

2.2 Option to Renew. If Subtenant is not in default hereunder, Subtenant, at its option, may obtain one (1) renewal "Extension Term" of this Lease each for a further term of four (4) years and upon the terms and conditions herein stated, except for the amount of the Monthly Rent. Subtenant shall exercise this option to renew by giving Landlord written notice of intention to renew not less than 90 days prior to the expiration of the original term. The Base Monthly Rent for the renewal period shall be the fair rental value of the Premises at the time the renewal period is to commence. If the parties cannot agree upon the fair rental value at such time, then it shall be determined by binding arbitration in accordance with this agreement. However, in no event shall the renewal term Monthly Rent be less than the Monthly Rent in effect immediately preceding the commencement of the renewal period.

3. Rent.

3.1 Base Rent. During the term and any Extension Term of this Lease, Subtenant shall pay to the Tenant at Tenant's address specified below, or at such other place as the Tenant may hereinafter designate, within 10 days after the end of each month Rent of $2,000 per month. Rent will begin on January 1st 2020.

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3.3 **Late Payment.** Subtenant acknowledges that late payment by Subtenant will cause Tenant to incur costs not contemplated by this sublease, the exact amount of which will be extremely difficult to ascertain. Such cost includes, but are not limited to, processing and accounting charges, legal fees, and late charges which may be imposed upon Tenant by terms of any deed of trust covering the lease premises. Accordingly, if any installment of rent or any sum due from Subtenant shall not be received by Tenant within ten days (10) days from the due date, Subtenant shall pay to Tenant a late charge equal to five (5) percent of the due amount.

4. **Governing Law.** This Sublease shall be construed in accordance with the laws of the State of Alaska.

5. **Incorporation of Prime Lease.** This Sublease is subject to all the terms of the Prime Lease (Attachment A: Prime Lease) with the same force and effect as if each provision of the Prime Lease were included in this Sublease except as otherwise provided in this Sublease. All of the obligations of the Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of the Landlord under the Prime Lease shall inure to the benefit of the Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord", "Tenant" and Lease as used in the Prime Lease shall instead refer to, respectively as, "Tenant," "Subtenant" and "Sublease."

DATED this 1st day of November, 2019.

TENANT:
Anser, LLC

By: _____
Kyle A. Denton, Managing Member

SUBTENANT:
AK Rime, LLC

By: _____
Kyle A. Denton, Managing Member

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ATTACHMENT A: PRIME LEASE

LEASE AGREEMENT
100 E. INTERNATIONAL AIRPORT RD.

This Lease Agreement (the "Lease") is made and entered into as of the 17th day of June, 2019 (the "Effective Date") by and between Cooper Leasing Company, an Alaska corporation ("Landlord"), and Anser, LLC, ("Tenant").

Section 1. Basic Lease Information.

1.1. "Building" means the building located on the real property located at 100 E. International Airport Rd., Anchorage, Alaska. The Rentable Square Footage of the Building is approximately 4,000.

1.2. "Base Rent": For the period beginning on the Commencement Date until the Termination Date, Base Rent shall be as follows:

Period	Monthly Base Rent	Monthly Rate Per Rentable Square Foot
8/1/19 – 9/30/19	Abated	Abated
10/1/19 – 9/30/20	$5,200.00	$1.30
10/1/20 – 9/30/21	$5,200.00	$1.30
10/1/21 – 9/30/22	$5,400.00	$1.35
10/1/22 – 9/30/23	$5,600.00	$1.40
10/1/23 – 9/30/24	$5,800.00	$1.45

1.3. "Base Year" for Taxes: Intentionally left blank.

1.4. "Term": A period of sixty-two (62) months. The Term shall commence on August 1, 2019 (the "Commencement Date"), and, unless terminated early or renewed in accordance with Section 31 of this Lease, end on September 30, 2024 (the "Termination Date"). Tenant may have occupancy upon Lease execution and submittal of insurance binder to Landlord.

1.5. "Tenant Allowance": Tenant accepts the space in as-is condition.

1.6. "Security Deposit": $5,800.00

1.7. "Guarantor(s)": Kyle Denton

1.8. "Licensee Relationship(s)": Marc Dunne with Jack White Commercial is the licensee for the Landlord. The parties confirm that prior oral and/or written disclosure of representation was provided to them as required by Alaska Statute 08.88.600.

1.9. "Permitted Use": Operation of a commercial marijuana product manufacuturing licensed facility and any other lawful use.

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1.10. "Notice Addresses":

Tenant:

Kyle Denton
PO Box 90084
Anchorage, AK 99509
(907) 301-9793

Landlord:

Cooper Leasing Company
Attn: Debbie Cooper
10001 Craig Circle
Anchorage, Alaska 99507

Rent (defined in Section 4.1) is payable to the order of Cooper Leasing Company at the following address:

Cooper Leasing Company
Attn: Debbie Cooper
10001 Craig Circle
Anchorage, Alaska 99507

1.11. "Business Day(s)" are Monday through Friday of each week, exclusive of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day ("Holidays"). Landlord may designate additional Holidays, provided that the additional Holidays are commonly recognized by comparable buildings in Anchorage, Alaska.

1.12. "Landlord Work" means the work, if any, that Landlord is obligated to perform in the Building.

1.13. "Law(s)" means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity.

1.14. "Property" means the Building and the Real Property.

Section 2. **Lease Grant.** Subject to the Terms of this Lease, Landlord leases the Building to Tenant and Tenant leases the Building from Landlord. Tenant shall have access to the Building seven (7) days per week, twenty-four (24) hours a day, except as otherwise provided for in this Lease.

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Section 3. Landlord Work; Possession.

3.1. Landlord Work. Tenant accepts the Building in the as-is condition and Landlord is making no improvements, upgrades or modifications.

3.2. Possession. Tenant shall take possession of the Building on or before the Commencement Date. By taking possession of the Building, Tenant agrees that the Building is in good order and satisfactory condition, and that there are no representations or warranties by Landlord. Upon Landlord's request, Tenant shall execute an estoppel certificate or similar document in favor of Landlord and/or Landlord's construction, term or refinance lender, certifying Tenant's acceptance of the Building and absence of outstanding claims against Landlord in connection with the Tenant Improvements and/or Landlord Work, except as to Punchlist Items, if any.

Section 4. Rent. As consideration for this Lease, Tenant shall pay Landlord, without any setoff or deduction, the total amount of Base Rent and Additional Rent due for the Term. "Additional Rent" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord. Additional Rent and Base Rent are collectively referred to as "Rent." Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first (1st) day of each calendar month without notice or demand, provided that the installment of Base Rent for the first (1st) full calendar month of the Term shall be payable on the Commencement Date. If Tenant fails to pay any item or installment of Rent when due, Tenant shall pay Landlord a late fee equal to ten percent (10%) of the past due Rent.

Section 5. Compliance with Laws; Use. The Building shall be used only for the Permitted Use and for no other use whatsoever. Tenant shall not use or permit the use of the Building for any purpose which is illegal, dangerous to persons or property. Tenant shall comply with all Laws regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Building.

Section 6. Security Deposit. The Security Deposit shall be delivered to Landlord on the Effective Date and shall be held by Landlord without liability or interest (unless required by Law) as security for the performance of Tenant's obligations. Landlord shall not be required to keep the Security Deposit separate from its other accounts. If Tenant fully and faithfully performs every provision of this Lease, the Security Deposit or the balance thereof shall be returned to Tenant within thirty (30) days after the expiration of this Lease or any renewals of this Lease. In no event shall Tenant have the right to apply any part of the Security Deposit to any rents payable under this Lease.

Section 7. Utilities and Maintenance.

7.1. Utilities and Maintenance. Tenant shall be responsible for and shall pay for all utilities and services for the Building, including without limitation, water, gas, heat, light, power, electricity, refuse, snow removal, janitorial, parking lot sweeping, window washing, landscaping, pest control, and all other services provided to the Building. Tenant shall contract and pay for all

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telephone, data, internet, cable, and such other communication services for the Building. Landlord shall not be liable for or deemed in default to Tenant for any interruption or reduction of utilities or services, unless caused solely by Landlord. Rent shall not be abated for such interruption or reduction of utilities or services unless caused solely by Landlord. Tenant agrees to comply with energy conservation programs implemented by Landlord by reason of enacted laws or ordinances.

7.2. Repairs and Maintenance. Tenant, at its sole expense, shall keep and maintain the Building and every part thereof, including without limitation, interior windows, skylights, doors, plate glass, any store fronts, and the interior of the Building, in good and sanitary order, condition and repair. Tenant shall also, at its sole cost, keep and maintain all utilities, plumbing fixtures, lighting fixtures, and electrical apparatus in good order and repair and furnish all expendables (light bulbs, paper goods, soaps, etc.) used in the Building. All plumbing, electric, and HVAC maintenance and repairs shall only be made by licensed and bonded contractors. Should any repairs by Tenant be required, and Tenant fails to make any such required maintenance or repairs, Landlord reserves the right at Landlord's sole discretion to make any such repairs or maintenance, and Tenant shall reimburse Landlord for the reasonable costs for such repairs and maintenance upon demand. Except for damage caused by the negligence or act or omission of Tenant, Tenant's agents, employees or invitees, Landlord, at its sole expense, shall keep in good order, condition and repair the foundations, structural portions of the floors, structural portions of the exterior walls, and exterior roof of the Building.

Section 8. Leasehold Improvements. Except for movable furniture, equipment and trade fixtures installed in the Building solely at Tenant's expense, all improvements to the Building (collectively "Leasehold Improvements") shall be owned by Landlord and shall remain upon the Building without compensation to Tenant. However, Landlord, by written notice to Tenant within thirty (30) days prior to the Termination Date, may require Tenant to remove, at Tenant's expense any Leasehold Improvements that are performed by or for the benefit of Tenant and, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (collectively referred to as "Required Removables"). Tenant shall repair damage caused by the installation or removal of Required Removables. If Tenant fails to remove any Required Removables or perform related repairs in a timely manner, Landlord, at Tenant's expense, may remove and dispose of the Required Removables and perform the required repairs. Tenant, within thirty (30) days after receipt of an invoice, shall reimburse Landlord for the reasonable costs incurred by Landlord.

Section 9. Alterations; Signage.

9.1. Alterations. Tenant shall not make alterations, additions or improvements to the Building (collectively referred to as "Alterations") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. Prior to starting work, Tenant shall furnish Landlord with plans and specifications reasonably acceptable to Landlord.

9.2. Signage. Tenant may install signage at its expense.

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Section 10. Hazardous Materials.

10.1. Tenant shall, at its own expense, comply with all Laws relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type, or other release of hazardous materials occurs upon or from the Building during the Term or any holdover thereafter which is deemed attributable to Tenant's use and occupancy of the Building, but which shall not include discharge, leakage, spillage, emission, or pollution of any type or other release of hazardous material from unknown sources or sources unrelated to Tenant's use and occupancy of the Building, such as from adjacent parcels of land, Tenant shall immediately notify Landlord, and Tenant shall, at Tenant's own expense, clean and restore the Building to the satisfaction of Landlord and any governmental body or court having jurisdiction of the matter. Tenant shall be responsible for all fines, penalties, assessments, or charges which shall be assessed for the disposal, discharge, or release of the hazardous materials.

10.2. Tenant shall not cause or permit any hazardous materials to be brought upon, kept or used in or about the Building by Tenant, its agents, employees, contractors or invites without the prior written consent of Landlord, and then only in compliance with all applicable Laws. Landlord shall not unreasonably withhold consent as long as Tenant demonstrates to the reasonable satisfaction of Landlord that such hazardous material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all Laws regulating any such hazardous materials so brought upon or used or kept in or about the Building.

10.3. For purposes of this Lease, the term "hazardous material" means any hazardous or toxic substances, material, or waste, including but not limited to those substances, materials, and wastes listed or defined as such in federal, state, or local law, regulation or ordinance, including but not limited to, in the following: U.S. Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101); regulations of the U.S. Environmental Protection Agency (including 40 C.F.R. Part 302; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and its implementing regulations; the Solid Waste Disposal Act of 1984; 18 Alaska Administrative Code § 2601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.); and as a petroleum product or oil as defined in 33 U.S.C. § 1321.

Section 11. Entry by Landlord. Landlord, its agents, contractors and representatives may enter the Building to inspect the Building, to clean and make repairs, alterations or additions to the Building, to conduct or facilitate repairs, alterations or additions to any portion of the Building, including other tenants' Building, and, within one hundred eighty (180) days prior to the Termination Date, if Tenant has not exercised its Renewal Option (if any), to show and market the Building to prospective tenants or interested parties. Except for the foregoing, Landlord's entry at other times or for other purposes shall be with Tenant's consent, which consent shall not be unreasonably withheld. Prior to entering the Building, Landlord will ensure that Landlord, Landlord agents, prospective tenants, and any other interested parties are over the age of 21; have and display when requested a valid identification card proving they are over the age of 21; and will comply with all aspects of Tenant's required Visitor Policy, which requires that all visitors sign into the visitor log, wear a visitor badge and stay within direct line of sight of Tenant's supervising agent and/or employee during the entire visit.

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Section 12. Assignment and Subletting.

12.1. Assignment or Sublease. Tenant shall not assign, mortgage, encumber or otherwise transfer this Lease nor sublet the whole or any part of the Building without in each case first obtaining Landlord's written consent, which may be withheld for any reason. No such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease. Consent to any such assignment, subletting or transfer shall not operate as a waiver of the necessity for consent to any subsequent assignment, subletting or transfer. If such consent is requested, and if Landlord is willing in its discretion to consent, Landlord may, but need not, elect to terminate this Lease, or, if consent is requested for subletting less than the entire Building, to terminate this Lease with respect to the portion for which such consent is requested, at the proposed effective date of such subletting. If Landlord makes such election, Landlord shall enter into the relationship of Landlord and Tenant with any such subtenant or assignee, based on the rent (and/or other compensation) and the term agreed to by such subtenant or assignee and otherwise upon the terms and conditions of this Lease. In connection with each request for an assignment or subletting, Tenant shall pay the reasonable cost of processing such assignment or subletting, including attorneys' fees, upon demand of Landlord. Tenant shall provide Landlord with copies of all assignments, subleases and assumption instruments.

If a Tenant is a corporation, any transfer of this Lease by whole or partial liquidation, merger, or any change in the ownership of, or power to vote, a majority of its outstanding voting stock shall constitute an assignment for the purpose of this Section which shall require the Landlord's prior consent to be effective.

If Tenant is a partnership, joint venture, or limited liability company, any transfer of this Lease by merger, consolidation, liquidation, dissolution, or any change in the ownership of a majority of the partnership or membership interests shall constitute an assignment for the purposes of this Section which shall require the Landlord's prior consent to be effective.

12.2. Assignee Obligations. As a condition to Landlord's approval, any potential assignee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant for the payment of Rent and performance of all terms, covenants and conditions of this Lease.

12.3. Sublessee Obligations. Any sublessee shall assume all obligations of Tenant as to that portion of the Building which is subleased to such sublessee and shall be jointly and severally liable with Tenant for rental and other payments and performance of all terms, covenants, and conditions of such approved sublease.

Section 13. Liens. Tenant shall not permit mechanic's or other liens to be placed upon the Property, Building or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for benefit of Tenant. If a lien is so placed, Tenant shall, within ten (10) days of notice from Landlord of the filing of the lien, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by the

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applicable lien Law. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord to bond or insure over the lien or discharge the lien, including, without limitation, reasonable attorneys' fees (if and to the extent permitted by Law) within thirty (30) days after receipt of an invoice from Landlord.

Section 14. Indemnity and Waiver of Claims.

14.1. Tenant will indemnify Landlord, its officers, directors, members, shareholders, partners, lenders, agents, and employees (the "Landlord Related Parties") against, and hold them harmless from, and defend Landlord and/or the Landlord Related Parties against, any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) arising in connection with the acts or omissions (including violations of Law) of Tenant, its officers, directors, members, shareholders, partners, lenders, agents, and employees (the "Tenant Related Parties") or any of Tenant's transferees, contractors or licensees, except to the extent caused by Landlord and/or any of the Landlord Related Parties. This indemnification will survive the expiration or termination of this Lease.

14.2. Landlord and the Landlord Related Parties shall not be liable for, and Tenant waives, all claims for loss or damage to Tenant's business or loss, theft or damage to Tenant's Property or the property of any person claiming by, through or under Tenant resulting from: (a) wind or weather; (b) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or other pipes; (c) the backing up of any sewer pipe or downspout; (d) the bursting, leaking or running of any tank, water closet, drain or other pipe; (e) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (f) any act or omission of any party other than Landlord or Landlord Related Parties; and (g) any causes not reasonably within the control of Landlord.

14.3. Notwithstanding anything to the contrary in this Lease, including but not limited to the provisions of this Section 14 and in Section 21, each party shall bear full responsibility, without limit, for its gross negligence and willful misconduct attributable to its managerial and senior supervisory personnel and in no event will a party be required to release or indemnify the other party for gross negligence or willful misconduct attributable to the other party's managerial or senior supervisory personnel.

Section 15. Taxes and Insurance.

15.1 Insurance. Tenant shall carry and maintain the following insurance ("Tenant's Insurance"), at its sole cost and expense: (a) commercial general liability insurance applicable to the Building and its appurtenances providing, on an occurrence basis, a minimum combined single limit of $1,000,000.00, and $2,000,000,000 in the aggregate; (b) workers' compensation insurance as required by the state in which the Building is located and in amounts as may be required by applicable statute; (c) employers liability coverage of at least $1,000,000.00 per occurrence; and (d) property insurance upon all Tenant Improvements and personal property owned by Tenant ("Tenant's Property") with coverage for perils as set forth under the Causes of

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Loss-Special Form, in an amount equal to full insurable replacement cost. Any company writing any of Tenant's Insurance shall be rated by Best's Reports with a Policyholder Rating of A or better and a Financial Size Rating of XII or better. All commercial general liability insurance policies shall name Tenant as a named insured and Landlord (or any successor), and agents of Landlord as the interest of such designees shall appear, as additional insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Building for any reason, and upon renewals at least fifteen (15) days prior to the expiration of the insurance coverage. Landlord agrees to keep the Premises insured against loss and damage by fire and extended coverage risk.

15.2 Taxes. "Taxes" shall mean: (a) all real estate taxes and other assessments on the Building and/or Property, including, but not limited to, assessments for special improvement districts and building improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (b) all personal property taxes for personal property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (c) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a) and (b), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Without limitation, Taxes shall not include any income, capital levy, franchise, capital stock, gift, estate or inheritance tax. Tenant shall not be responsible for the cost of any late fees or penalties owed by Landlord due to a late or insufficient payment of Taxes. If an assessment is payable in installments, Taxes for the year shall include the amount of the installment and any interest due and payable during that year. For all other real estate taxes, Taxes for that year shall, at Landlord's election, include either the amount accrued, assessed or otherwise imposed for the year or the amount due and payable for that year, provided that Landlord's election shall be applied consistently throughout the Term. Landlord shall pay all real property taxes and assessments levied against the Premises. All other taxes associated with the Tenant's use or occupancy of the Premises, excluding the Landlord's own income tax liability, shall be paid by the Tenant.

Section 16. Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents, and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Building, the Property, the Building, any additions or improvements to the Building, the Property or Building, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord or any Landlord Related Parties or the negligence of Tenant or any Tenant Related

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Parties, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

Section 17. Damage to Lease Building.

17.1. Untenantable; Permanent. If the Building shall be damaged by fire or other cause so as to render the Building wholly untenantable, and if such damage shall be so great that a licensed architect as selected by Landlord shall certify within thirty (30) days after date of such occurrence in writing to Landlord and Tenant that the Building, with the exercise of reasonable diligence, cannot be made fit for occupancy within one hundred twenty (120) days from the happening thereof, then this Lease shall cease and terminate from the date of the occurrence of such damage, and Tenant thereupon shall surrender to Landlord said Building and all interest therein as granted hereunder, and Landlord may re-enter and take possession of the Building and remove Tenant there from. In the event of such termination, Tenant shall pay Rent duly apportioned up to the time of the event causing such damage and all Rent accruing subsequent to such event shall be abated.

17.2. Untenantable; Temporary. If, however, the damage shall be such that such architect shall certify within thirty (30) days after the date of such occurrence that the Building can be made tenantable within said one hundred twenty (120) day prior from the happening of such damage by fire or other casualty, then Landlord shall repair the damage with all reasonable speed. If the Building, without the fault of Tenant, shall be slightly damaged by fire or other casualty, but not so as to render the same untenantable, Landlord, after receiving notice in writing of the casualty, shall cause the damage to be repaired with reasonable promptness and, in such event, there shall be an abatement of the Rent from the date of the occurrence of the damage until the Building have been made tenantable; however, in any event, there shall be no abatement in Rent if all or any portion of the Building is unusable for a period of three (3) days or less.

17.3. Negligence of Tenant. If the fire or other casualty causing damage to the Building or other parts of the Building shall have been caused by the negligence or misconduct of Tenant, its agents, servants or employees or of any other person entering the Building under expressed or implied invitation of Tenant, such damage shall be repaired by Landlord at the expense of Tenant and, in such event, there shall be no abatement of Rent.

17.4. Thirty Percent (30%) Damage. In the event the Building is damaged to the extent of thirty percent (30%) or more of the replacement cost thereof, Landlord may elect to terminate this Lease, whether the Building were damaged or not, by giving Tenant notice at any time within thirty (30) days after such damage occurred that this Lease will terminate as of the date specified in the notice, but the termination date shall be no less than thirty (30) and no more than sixty (60) days after the giving of such notice. In the event of the giving of such notice, this Lease shall expire and all interest of Tenant in the Building shall terminate on the date specified in such notice and the Rent shall be paid to the date of termination in proportion to the part of the Building made by Tenant in the conduct of its business. Thereafter, both Landlord and Tenant shall be free and discharged of all further obligations hereunder.

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17.5. Business Interruption. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Building or the Building. Landlord shall use its best efforts to effect such repairs promptly.

17.6. Tenant Improvements. Landlord will not carry insurance of any kind on any improvements paid for by Tenant or on Tenant's furniture, furnishings, fixtures, equipment or appurtenances of Tenant under this Lease and Landlord shall not be obligated to repair any damage thereto or replace the same, regardless of the cause of such damage or destruction.

Section 18. Condemnation. Either party may terminate this Lease if the whole or any material part of the Building shall be taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would leave the remainder of the Building unsuitable for use as a building in a manner comparable to the Building's use prior to the Taking. In order to exercise its right to terminate the Lease, Landlord or Tenant, as the case may be, must provide written notice of termination to the other within forty-five (45) days after the terminating party first receives notice of the Taking. Any such termination shall be effective as of the date the physical taking of the Building or the portion of the Building or Property occurs. Rent for any portion of the Building taken or condemned shall be abated during the unexpired Term of this Lease effective when the physical taking of the portion of the Building occurs. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord, any right to receive compensation or proceeds being expressly waived by Tenant. However, Tenant may file a separate claim at its sole cost and expense for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord.

Section 19. Events of Default. Tenant shall be considered to be in default of this Lease upon the occurrence of any of the following events of default:

19.1. Tenant's failure to pay when due all or any portion of the Rent ("Monetary Default").

19.2. Tenant's failure (other than a Monetary Default) to comply with any term, provision or covenant of this Lease, but Tenant may cure such default by bringing its performance into compliance with the terms, provisions and covenants of this Lease within ten (10) days of written notice to Tenant. However, if Tenant's default cannot reasonably be cured within ten (10) days, Tenant shall be allowed additional time (not to exceed sixty (60) days) as is reasonably necessary to cure the default so long as: (i) Tenant commences to cure the default within ten (10) days, and (ii) Tenant diligently pursues a course of action that will cure the default and bring Tenant back into compliance with the Lease. However, if Tenant's default creates a hazardous condition, the default must be cured as soon as reasonably possible upon notice to Tenant. In addition, if Landlord provides Tenant with notice of Tenant's default on three (3) occasions during any twelve (12) month period, Tenant's subsequent default shall, at Landlord's option, be an incurable event of default by Tenant.

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19.3. Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due.

19.4. The leasehold estate is taken by process or operation of Law.

19.5. Tenant vacates or abandons the Building in contravention of the Terms of this Lease.

Section 20. Remedies.

20.1. In the event of Tenant's default, Landlord shall contact the Alaska Marijuana and Alcohol Control Office ("AMCO") prior to entering the facility and request from AMCO direction and approval for entering the Building and removing any marijuana or marijuana product, if necessary. Under no circumstance shall Landlord remove any marijuana or marijuana from the Building. Upon any default, Landlord shall have the right without notice or demand (except as provided in Section 19) to pursue any of its rights and remedies at Law or in equity, including any one or more of the following remedies:

(a) Terminate this Lease, in which case Tenant shall immediately surrender the Building to Landlord. If Tenant fails to surrender the Building, Landlord may, in compliance with applicable Law and without prejudice to any other right or remedy, enter upon and take possession of the Building and expel and remove Tenant, Tenant's Property and any party occupying all or any part of the Building. Tenant shall pay Landlord on demand the amount of all past due Rent and other losses and damages which Landlord may suffer as a result of Tenant's default, whether by Landlord's inability to relet the Building on satisfactory terms or otherwise, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Building. "Costs of Reletting" shall include all costs and expenses incurred by Landlord in reletting or attempting to relet the Building, including, without limitation, reasonable legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant; provided that Landlord shall use commercially reasonable efforts to mitigate its damages.

(b) Terminate Tenant's right to possession of the Building without terminating the Lease, and with or without process of law, re-enter the Building and, in compliance with applicable Law, expel and remove Tenant, Tenant's Property and any parties occupying all or any part of the Building. Landlord may (but shall not be obligated to) relet all or any part of the Building, without notice to Tenant, for a term that may be greater or less than the balance of the Term and on such conditions (which may include concessions, free rent and alterations of the Building) and for such uses as Landlord in its absolute discretion shall determine, provided that Landlord shall use commercially reasonable efforts to mitigate its damages. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Building. Landlord shall not be responsible or liable for the failure to relet all or any part of the Building or for the failure to collect any Rent. The re-entry or taking of possession of the

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Building shall not be construed as an election by Landlord to terminate this Lease unless a written notice of termination is given to Tenant.

(c) In lieu of calculating damages under Sections 20.1(a) or 20.1(b), Landlord may elect to receive as damages the sum of (i) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (ii) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at the Prime Rate (defined in Section 20.2 below) then in effect, minus the then present fair rental value of the Building for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting.

20.2. Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Building shall not relieve Tenant of its liabilities and obligations under the Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. For purposes hereof, the "Prime Rate" shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the state in which the Building is located. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.

Section 21. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) (DEFINED IN SECTION 25 BELOW) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN SECTION 25 BELOW) ON THE PROPERTY, BUILDING OR BUILDING, NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT, AND IN NO EVENT LESS THAN FORTY-FIVE (45) DAYS AFTER WRITTEN NOTICE. IN ADDITION, TENANT ACKNOWLEDGES THAT ANY ENTITY MANAGING THE BUILDING ON BEHALF OF LANDLORD, OR WHICH EXECUTES THIS LEASE AS AGENT FOR LANDLORD, IS ACTING SOLELY IN ITS CAPACITY AS AGENT FOR LANDLORD AND SHALL NOT BE LIABLE FOR ANY OBLIGATIONS, LIABILITIES, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, ALL OF WHICH ARE EXPRESSLY WAIVED BY TENANT.

Section 22. **No Waiver.** Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel. Either party's failure to enforce its rights for a default shall not constitute a waiver of its rights regarding any subsequent default. Receipt by Landlord of Tenant's keys to the Building shall not constitute an acceptance or surrender of the Building.

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Section 23. **Quiet Enjoyment.** Tenant shall, and may peacefully have, hold and enjoy the Building, subject to the terms of this Lease, provided Tenant pays the Rent and fully performs all of its covenants and agreements. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building, and shall not be a personal covenant of Landlord or the Landlord Related Parties.

Section 24. **Holding Over.** Except for any permitted occupancy by Tenant under Section 8, if Tenant fails to surrender the Building at the expiration or earlier termination of this Lease, occupancy of the Building after the termination or expiration shall be that of a tenancy at sufferance. Tenant's occupancy of the Building during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred twenty-five percent (125%) of the sum of the Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Building by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Building to a new tenant, or to perform improvements for a new tenant, as a result of Tenant's holdover and Tenant fails to vacate the Building within fifteen (15) days after Landlord notifies Tenant of Landlord's inability to deliver possession, or perform improvements, Tenant shall be liable to Landlord for all damages, including without limitation, consequential damages, that Landlord suffers from the holdover.

Section 25. Intentionally left blank.

Section 26. **Attorneys' Fees.** If either party institutes a suit against the other for violation of or to enforce any covenant or condition of this Lease, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest or rights, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

Section 27. **Notice.** If a demand, request, approval, consent or notice (collectively referred to as a "notice") shall or may be given to either party by the other, the notice shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1, except that if Tenant has vacated the Building (or if the Notice Address for Tenant is other than the Building, and Tenant has vacated such address) without providing Landlord a new Notice Address, Landlord may serve notice in any manner described in this Section 27 or in any other manner permitted by Law. Each notice shall be deemed to have been received or given on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Building or the other Notice Address of Tenant without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address by giving the other party written notice of the new address in the manner described in this Section 27.

Section 28. **Rights Reserved to Landlord.** Landlord reserves the following rights: (i) Landlord shall have the right, after thirty (30) days' prior notice to the Tenant, to change the name, number or designation of the Building and the Property during the Term of this Lease or

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any extensions hereof without liability to the Tenant; (ii) to install and maintain a sign or signs on the exterior or interior of the Building; and (iii) to have pass keys to the Building at all times. Said keys shall only be for use in the event of emergency or for cleaning and maintenance.

Section 29. **Surrender of Building.** At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property from the Building, and quit and surrender the Building to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear excepted. Tenant shall also be required to remove the Required Removables in accordance with Section 8. If Tenant fails to remove any of Tenant's Property within five (5) days after the termination of this Lease or of Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred for Tenant's Property. In addition, if Tenant fails to remove Tenant's Property from the Building or storage, as the case may be, within thirty (30) days after written notice, Landlord may deem all or any part of Tenant's Property to be abandoned, and title to Tenant's Property shall be deemed to be immediately vested in Landlord.

Section 30. **Miscellaneous.**

30.1. This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the Laws of the State of Alaska and Landlord and Tenant hereby irrevocably consent to the proper jurisdiction of such state with venue in Anchorage, Alaska.

30.2. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the Sections and Subsections of this Lease are for convenience only and shall have no effect on the interpretation of any part of the Lease.

30.3. This Lease shall not be recorded without the parties' mutual written agreement.

30.4. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.

30.5. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure"). However, events of Force Majeure shall not extend the Term of the Lease or any period of time for the payment of Rent or other sums payable by either party or any period of time for the written exercise of an option or right by either party.

30.6. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and/or Property referred to herein, and

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upon such transfer Landlord shall be released from any obligations hereunder arising after such transfer and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations.

30.7. Each party signing this document confirms that the prior oral and/or written disclosure of agency was provided to such party in this transaction, as required by Alaska Statute 08.88.600. Each party represents that it has dealt directly with and only with the Licensee identified in Section 1.10 in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of a representative, agent or broker other than Licensee claiming to have represented Tenant in connection with this Lease. Landlord agrees to indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of a representative, agent or broker claiming to have represented Landlord in connection with this Lease.

30.8. Time is of the essence with respect to Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.

30.9. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease.

30.10. This Lease, and any exhibit to be executed pursuant to this Lease, may be executed in one or more counterparts, each identical to the other, so long as the counterparts in a set contain the signatures of all the parties to this Lease. Counterparts of this Lease may be delivered and exchanged electronically or by facsimile.

30.11. All understandings and agreements previously made between the parties are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant.

30.12. Landlord and Tenant hereby agree to keep the terms of the Lease and the negotiation of the Lease confidential, and neither party shall disseminate or disclose such information to third parties except each party's financial, legal and space planning advisors and consultants in connection with the negotiation and documentation of this Lease. Any public announcements by Landlord utilizing Tenant's name must be approved in writing by Tenant's Licensee prior to publication.

Section 31. **Renewal Option**. Provided that Tenant is not then in default under this Lease, Tenant shall have an option (the "Renewal Option") to extend the Initial Term for one (1) additional five (5) year period (the "Renewal Term," and together with the Initial Term, the "Term") commencing on the day after the Termination Date. The Renewal Option shall be

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exercised, if at all, by Tenant giving to Landlord, at least one hundred eighty (180) days prior to the date the Renewal Term will commence, written notice of Tenant's exercise of the Renewal Option. In the event Tenant exercises its Renewal Option, the Base Rent for the Renewal Term shall be negotiated by the parties prior to the expiration of the Initial Term. If the parties cannot agree on the Base Rent rate for the Renewal Term, then the parties shall mutually elect an MAI appraiser to establish a fair market rental rate for the Renewal Term, which amount shall be conclusively established as the Base Rent for the Renewal Term, and the cost for engaging the appraiser shall be shared 50/50 by the parties. In the event of failure to conclusively determine the Base Rent prior to the commencement of the Renewal Term, Tenant shall pay to Landlord the then current Base Rent until the Base Rent for the Renewal Term is conclusively determined, at which time any required adjustment shall be paid to the party entitled thereto in a lump sum. The parties agree to use good faith and reasonableness in their attempts to affirmatively resolve the issue of Base Rent for the Renewal Term. The Renewal Option is personal to Anser, LLC. ("Named Tenant"), and may only be exercised by Named Tenant in accordance with the terms of this Section 31. The Renewal Option is not severable from this Lease in any manner and is not assignable, and, upon any assignment or sublease (including without limitation a Permitted Transfer), the Renewal Option shall automatically be deemed void and of no force and effect.

Section 32. **Option to Purchase.** Should Landlord decide to sell the Property during the term of this Lease, or any extension thereof, and if Tenant is not in default on the terms of this Lease, then Tenant shall have the first opportunity to purchase the Property for purchase terms agreeable to Landlord and Tenant. If Landlord has a desire to sell, then Landlord will provide Tenant with written notice, and the parties shall then have thirty (30) days which to fully effect a definitive Purchase and Sales Agreement for those terms. If the parties cannot reach an agreement on a purchase price and other basic terms within the thirty (30) day notice period, then the Tenant shall have no further rights to such Option to Purchase.

Section 33. **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Building.

Landlord and Tenant have executed this Lease as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

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LANDLORD:

COOPER LEASING COMPANY, an Alaska corporation

By: Deborah Cooper

Name: Deborah Cooper

Title: Admin.

TENANT:

ANSER, LLC

By: Kyle Denton

Name: Kyle Denton

Title: Managing Member

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