Commercial Sub-Lease Agreement

THIS SUBLEASE AGREEMENT is entered into on MAY 7, 2020 by and between TDR2, LLC, with an address of 12825 W Big Lake Road, Anchorage, AK 99654, and Herbal Dreams, LLC currently located at 12825 W Big Lake Road, Wasilla, AK 99654 (the "Parties").

FOR VALUABLE CONSIDERATION, the Parties agree to the following terms and conditions.

1. Premises. TDR2, LLC hereby subleases to Herbal Dreams, LLC for the term specified below, and upon all of the conditions set forth herein, that certain real property, including all improvements thereon, commonly known by the street address of 12825 W Big Lake Road, Wasilla, Alaska 99654.

2. Term. This Sublease shall commence on the 1st day of MAY, 2020 and end on 4/30/2022 unless sooner terminated pursuant to any provision hereof.

3. Rent. Herbal Dreams, LLC shall pay to TDR2, LLC for the Premises equal monthly payments of $5000 on or before the 1st day of each month.

4. Security Deposit. A Security Deposit in the sum of $ 5000 will **or has been** be payed to TDR2, on or before 5/1/2020

6. Use.

(a) Agreed Use. The building and property may be used for any lawful purpose, to include, but not limited to, lawfully licensed and compliant commercial marijuana cultivation, manufacturing facility, and/or retail operation.

(b) Compliance. Sublessor warrants that the improvements on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances in effect on the commencement date. Said warranty does not apply to the use to which Sublessee will put the Premises or to any alterations or utility installations made or to be made by Sublessee. NOTE: Sublessee is responsible for determining whether or not the zoning is appropriate for its intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, or in the event that the applicable requirements are hereafter changed, the rights and obligations of Sublessor and Sublessee shall be as provided in the Master Lease (as modified in Paragraph 7 of this Sublease).

(c) Acceptance of Premises and Lessee. Sublessee acknowledges that (i) it has been advised to satisfy itself

with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with all applicable requirements) and their suitability for Sublessee's intended use; (ii) Sublessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; and (iii) neither Sublessor, Sublessor's agents, nor any broker has made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease. In addition, Sublessor acknowledges that it is Sublessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

7. Master Lease.

(a) Sublessor is the lessee of the Premises by virtue of a lease, (the "Master Lease"), a copy of which is attached hereto, wherein J & A Enterprises ~~is the lessor~~, ("Master Lessor").

(b) This Sublease is and shall at all times be subject and subordinate to the Master Lease.

(c) The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is

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used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

(d) During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease (the "Sublessee's Assumed Obligations"). The obligations that Sublessee has not assumed under this Paragraph 7 are hereinafter referred to as the "Sublessor's Remaining Obligations".

(e) Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

(f) Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

(g) Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any party to the Master Lease.

8. Assignment of Sublease and Default.

(a) Sublessor hereby assigns and transfers to Master Lessor the Sublessor's interest in this Sublease, subject to the provisions of this Paragraph 8.

(b) Master Lessor, by executing this document, agrees that until a default occurs in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor defaults in the performance of its obligations to Master Lessor, then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from Sublessee, be deemed liable to Sublessee for any failure of Sublessor to perform and comply with Sublessor's Remaining Obligations.

(c) Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

(d) No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

9. Consent of Master Lessor.

(a) In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor, then this Sublease shall not be effective unless, within ten (10) days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this subletting.

(b) In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third Parties, then neither this Sublease nor the Master Lessor's consent shall be effective unless, within ten (10) days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

(c) In the event that Master Lessor does give such consent then:

(i) Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

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(ii) The acceptance of Rent by Master Lessor from Sublessee or anyone else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(iii) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(iv) In the event of any default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or anyone else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

(v) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor or anyone else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(vi) In the event that Sublessor should default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other defaults of the Sublessor under the Sublease.

(d) The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

(e) Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

(f) In the event that Sublessor defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any default of Sublessor described in any notice within ten (10) days after such service of such notice of default on Sublessee. If such default is cured by Sublessee, then Sublessee shall have the right of reimbursement and offset from and against Sublessor.

11. Attorney 's Fees. If any party named herein brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the Court.

12. Additional Provisions. Herbal Dreams, LLC is liable for all the of utilities each month.

Lessor(s) "TDR2, LLC," and "J & A Enterprisess" both agree that they will not take possession of or remove any marijuana or marijuana product from the premises. Should lock-out, or abandonment occur, or FED action become necessary, AMCO will be notified immediately.

13. Governing Law. This Sublease shall be governed by the laws of the State of Alaska Any disputes hereunder will be heard in the appropriate state and federal courts located in the State of Alaska.

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Executed at: ANCHORAGE, AK

On: 5/7/2020

Address: 7001 TREE TOP CIR

Sublessor: TDRZ MANAGEMENT LLC

By: [signature]

Printed Name: DANIEL C ROGERS

Title: MANAGING MEMBER

Executed at: ANCHORAGE, AK

On: 5/7/2020

Address: 7001 TREETOP CIRCLE

Sublessee: HERBAL DREAMS LLC

By: [signature]

Printed Name: DANIEL C ROGERS

Title: MANAGING MEMBER

Consented to:

By: [signature]

Printed Name: JOHN MARKULIS

Title: owner, Principal

On: ____

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LEASE

Lease revised and renewed and entered into on this 7th day of May, 2020, between J AND A Enterprises-Alaska, Inc., a corporation organized under the laws of the State of Alaska, having its Principal place of business at 2124 Sorbus Way, Anchorage, State of Alaska, herein referred to as Landlord, **TDR2 Management, LLC** herein referred to as Tenant.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1
PREMISES

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord for the Term hereinafter provided, the premises located at 12825 W Big Lake Road, Big Lake, Alaska and described more particularly as:

The land and structure(s) known as;
12825 W Big Lake Road
Legal description:
Township 17 North, Range 3 West, Section 14, Lot C9. Palmer Recording District.

2
TERM OF LEASE

The term of this lease shall be for 24 months and shall to commence on the 1st day of MAY, **2020**, and terminate on the 30th day of APRIL, 2022, unless sooner terminated by a breach of the terms and conditions of this lease by the Tenant, by the Landlord, or by mutual agreement of the parties.

3
OPTION TO EXTEND

Tenant shall have the option to renew this lease for an additional **Two (2) Year term,** namely from the 1st day of MAY, 2022 to and terminate on the 30th day of APRIL, 2024.

To exercise this option to renew, Tenant must give Landlord written notice by registered mail intention to do so at least **Twenty days before this Month to Month lease expires, and 60 days before the Two-Year Lease Expires.** With such notice, the lease will be automatically renewed.

4
OPTION TO PURCHASE

Tenant shall have **"First Right Of Refusal"** in the purchase of the building at any time during the duration of this lease or any extension thereof. In the event the Tenant Notices landlord on Tenants intent to purchase, Tenant will pay month to month lease until purchase is complete. Tenant will be required to close purchase within 120 days of exercising First Right Of Refusal clause.

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5
RENT

Tenant shall pay to Landlord during the term of this lease as minimum monthly rental for these premises **$4,400.00**, plus any local, state, or federal tax due:

Rent payments are due on the Eighth day of each month.

This is a NNN Lease. Tenant to Pay Mat-Su Borough Property Taxes, Building and Property Insurance and all Property Maintenance and Repairs.

The payment of rent shall be made by the Tenant, to the Landlord without notice or demand at the office of **Landlord at 2124 Sorbus Way, Anchorage, Alaska 99508**, or at such place as the Landlord may from time to time designate in writing.

6
USE OF PREMISES

A. USES PROHIBITED: Tenant shall not do, or permit anything to be done, in or about the premises nor bring nor keep anything therein which will in any way increase the existing rate of, or affect any, liability, fire, or other insurances upon the Premises, building of which the Premises is a part; or cause a cancellation of any insurance policy covering said premises, or any part thereof or any of its contents; unless, with the Landlord's reasonable consent the Tenant pays for such increases in the insurance premiums as additional rent. Or allow the premises to be used for any improper, immoral, unlawful, or objectionable or offensive purpose, nor shall Tenant cause, maintain, or suffer any nuisance in, on, or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

B. COMPLIANCE WITH LAWS. Tenant shall, at its sole cost and expense, promptly comply with all local, state, statutes ordinances and governmental rules, regulations or requirements now in force or which may hereinafter be in force with respect to the Tenant's use and occupancy of the Premises, and the Tenant's business conducted thereon and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, (Excluding structural changes not related to or affected by Tenant's improvements, acts, or changes for which Landlord is reasonable hereunder). The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not that Tenant has violated any law, statute, ordinance or government rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

7
DEFAULT OF PAYMENT

If the Tenant shall be in default of the payment of rent more than ten (10) days, Landlord at his option shall have the right to give written notice to the Tenant that Tenant shall vacate the leased premises. If payment is accepted after the tenth (10th) day, a **9% penalty** shall be incurred.

8
ALTERATIONS

A. ACCEPTANCE OF PREMISES. Upon delivery of the Premises to Tenant, Tenant shall acknowledge to Landlord in writing within ten (10) business days from delivery, that Tenant has inspected the Premises and accepts them in their then condition as noted. The

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Landlord's obligation and/or liability to Tenant for deficiencies shall be strictly limited to the correction of the noted deficiencies.

B. ALTERATIONS BY TENANT. Tenant shall not make any alterations, additions, or improvements in or to the premises without the prior consent of Landlord, which consent may be subject to such conditions as Landlord may deem reasonably appropriate. Any such alterations, additions, or improvements consented to by Landlord shall be made at Tenant's sole cost and expense. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work, and, absent of Landlord's negligence, shall hold Landlord harmless from any and all liability, costs damages, expenses (excluding reasonable attorney's fees), and any and all liens resulting there from. All alterations, additions and improvements (and expressly including all light fixtures and floor coverings), except trade fixtures, appliances, and equipment, which do not become a part of the Premises, shall immediately become the property of Landlord without any obligation to pay therefore.

C. Upon the expiration or sooner termination of the Term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days, prior to the end of the Term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, Additions or improvements made by Tenant and designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damages to the Premises caused by such removal. Tenant shall, upon the request of Landlord, execute and deliver to Landlord Consent to Alteration letter in form and content reasonably required by Landlord.

9
UTILITIES

Tenant hereby agrees to provide electric, natural gas, telephone, refuse removal, sidewalk snow and ice removal, interior and exterior building maintenance attributable to the leased Property/Premises. Tenant shall provide other services or utilities used in, upon or about the Premises by Tenant or any of its sub lessees, licensees, or concessionaires during the lease term hereof.

10
MAINTENANCE OF PREMISES

A. MAINTENANCE AND REPAIR BY TENANT. Tenant shall at all times throughout the lease term at its sole cost and expense, keep the Premises (Including exterior doors and entrances, all windows and molding, and trim of all doors and windows), and all partitions, door fixtures, equipment and appurtenances thereof, (Including lighting and heat/air conditioning systems), roof, exterior and interior walls and property in good order, condition and repair, (Including damage from burglary or attempted burglary of the Premises). Tenant shall pay the cost of any such repairs of the Heating System, Roof Repairs, Plumbing system and all other repairs serving the Premises. Without limiting the generalities thereof, Tenant shall keep the glass of all windows, doors, clean and presentable, replace immediately all broken glass in the Premises, at reasonable intervals paint or refinish the interior of the Premises including entrances as determined by Landlord; make any necessary repairs to, or replacement of, all door closure apparatuses and mechanisms, keep all plumbing clean and in good state of repair including pipes, drains, toilets, basins, septic system and those portions of the exposed heating system within the walls of the Premises; remove all snow and ice from the sidewalk in front of the Premises; and keep all utilities inside the Premises in good repair. **Tenant will not drill holes in concrete floor to protect in floor heating system.**

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B. FAILURE TO MAINTAIN. If after twenty (20), days written notice, Tenant fails to keep and preserve the Premises as set forth in Section A. above, Landlord may, at its option, put or cause the same to be put in the state and condition of repair agreed upon, and in such case, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire reasonable cost thereof as additional rent. Landlord shall have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of tenant to do so after twenty (20) days written notice.

11
NONLIABILITY OF LANDLORD FOR DAMAGES

Landlord shall not be liable for liability or damage claims or for injury to persons or property from any cause relating to the occupancy of the Premises by Tenant. Tenant shall indemnify Landlord from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature. The Tenant shall be responsible for, all repairs to building and any environmental damage on premises caused by tenant.

12
LIABILITY INSURANCE
INSURANCE AND INDEMNITY

A. INDEMNIFICATION. It is understood and agreed that Landlord shall not be liable for injury to any person, or for the loss or damage to any property (Including property of Tenant), occurring in or about the Premises from any cause whatsoever, except for the Landlord's negligence or willful misconduct. Tenant hereby indemnifies and holds Landlord harmless from and against and agrees to defend Landlord against any and all claims, charges liabilities, penalties, causes of action, liens, damages, costs, and expenses (Including attorney's fees), arising, claimed, charged, or incurred against or by Landlord from any matter or thing arising from Tenant's use of the Premises, the conduct of it's business or from any activity, work or other thing done, permitted and suffered by the Tenant in or about the Premises whether prior or subsequent to the commencement of the term of this lease, or arising from any act or negligence of the Tenant, or any officer, contractor, agent, employee, guest, licensee or invitee of the Tenant, and from all costs, attorney's fee, and liabilities incurred in or about the defense of any such claim (Including appeals), or any action or proceeding brought thereon and in case any action be brought against Landlord by reason of such claim. Tenant upon notice from Landlord shall defend the same at Tenant's expense by council reasonably satisfactory to Landlord. Tenant as a material part of the consideration to Landlord, hereby assumes all risk of damages to property, or injury to persons in, upon or about the Premises, from any cause other than Landlord's gross negligence, or willful misconduct, and Tenant hereby waives all claims in respect thereof against Landlord. The indemnification provided for in this section shall survive any termination or expiration of this lease. Landlord and its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or from pipes, appliances or plumbing works therein, or from the roof street or subsurface or from any other place resulting from dampness or any other cause whatsoever unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord and its agents shall not be liable for interference with the light, air or for any latent defect on the Premises. Tenant shall give prompt notice to Landlord in case of casualty or accidents on or about the Premises. Each party shall defend and indemnify the other for its own negligence. Each party shall name the other as an additional insured on its insurance policy with a waiver of subrogation.

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B. INSURANCE. During the entire Lease Term, and at any time prior to the Lease Term commencing with the day on which the Tenant is given possession of the Premises for any reason, the Tenant shall, at its own expense, maintain adequate liability insurance with a reputable company or companies with minimum amounts of $1,000,000.00 combined single limit for personal injuries and property damage, to indemnify both Landlord and Tenant against any such claims, demands, losses, damages, liabilities and expenses. Landlord and the management company, if any, employed by the Landlord with respect to the Leased premises shall be named additional insured and shall be furnished with a certificate of such insurance, which shall bear an endorsement that the same shall not be cancelled except upon not less than thirty (30), days prior written notice to Landlord. Tenant shall also at its own expense maintain, during the Lease Term and at any time prior to the Lease Term commencing with the date on which the Tenant is given possession of the Premises for any reason, insurance covering its furniture, fixtures, equipment, all leasehold improvements and inventory, building and property in an amount equal to not less than 100% of the full replacement value thereof and insuring against fire and all risk perils coverage as provided by a standard all risk coverage endorsement, and the plate glass and all other glass is the responsibility of the Tenant in the event of breakage from any cause. Tenant shall at its sole cost and expense obtains and maintains builder's risk perils coverage from any cause. Tenant shall at its sole cost and expense maintain builder's risk insurance as the Landlord may require and covering any work, which Tenant may undertake, or have undertaken on Tenant's behalf, with respect to the Premises. Tenant shall provide Landlord with copies of the insurance certificates thereof. If Tenant fails to maintain such insurance, Landlord may maintain the same on behalf of the Tenant. Any premiums paid by Landlord shall be deemed additional rent and shall be due on the payment date of the next installment of Minimum Rent hereunder.

13
ASSIGNMENT, SUBLEASE, OR LICENSE

The Landlord has relied on the identity and/or special skills of the Tenant. Therefore, Tenant shall not assign or sublease the Premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Tenant to occupy the Premises or any part thereof without first obtaining the written consent of the Landlord, and whose consent shall not be unreasonably withheld, delayed, or conditioned. The Landlord reserves the right to void any assignment to a person or entity, in which the named Tenant retains no management or control powers, or to any entity, which is not financially responsible. Consent by Tenant shall not be consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant shall be void and shall terminate the lease at the option of Landlord. The interest of Tenant in this lease is not assignable by operation of law without the written consent of Landlord.

14
PARTIAL DESTRUCTION OF PREMISES

Partial destruction of the leased Premises shall not render this lease void or voidable, nor terminate it except as herein provided. If the Premises are partially destroyed during the term of this lease, Tenant shall repair them when such repairs can be made in conformity with governmental laws and regulations, within thirty, (30) days of the partial destruction. Written notice of the intention of Tenant to repair shall be given to Landlord within fifteen (15) days after any partial destruction.

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15
TENANT'S DEFAULT

17- 1. DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

A. VACATING THE PREMISES. The vacating or abandonment of the Premises by Tenant, or the failure of Tenant to be open for business, without written notice to resume at a later date (except in the event of damage or destruction of the Premises which prevents Lessee from conducting any business thereon).

B. FAILURE TO PAY RENT. The failure by Tenant to make any payment of minimum rent (check original) payments required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Landlord to Tenant.

C. FAILURE TO PERFORM. The failure of the Tenant to observe or perform any of the covenants, conditions, or provisions of this lease to be observed or performed by Lessee, other than described in Section 17.1 (B) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant.

D. BANKRUPTCY. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or by the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition, or reorganization, or arrangement under any law relating to bankruptcy, unless, (In the case of a petition filed against the Lessee, the same is dismissed within sixty (60) days of filing); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's interest in this lease, where such seizure is not discharged in thirty (30) days after appointment of said trustee or receiver, or the filing of a petition for the appointment of the same, whichever shall first occur.

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

A. TERMINATE LEASE. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from the Tenant all past due rents, adjustments and other charges; the expenses of re-letting the Premises, including necessary reasonable renovation and alteration of the Premises, reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof the amount by for herein for the balance of the Lease Term after the time of that Tenant proves could be reasonably avoided; and that portion of any reasonable leasing commission paid by Landlord and applicable to the unexpired Lease Term of this lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum; (Landlord shall use reasonable efforts to re-let) or,

B. CONTINUE THE LEASE. Maintain Tenant's right to possession, in which case this lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event landlord, shall be entitled to enforce all Landlord's rights and remedies under this lease, including the right to recover Minimum Rent and any other charges and Adjustments as may become due.

17.3 OTHER REMEDIES. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State in which the Premises are located, including but not limited to the right to assess against the Lessee an amount equal to reasonable attorneys' fees incurred by Landlord in collecting any rent or other payment due hereunder, which amount shall be due in full within ten (10) days of Tenant's receipt of assessment by Landlord.

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17.4 REMEDIES CUMULATIVE-WAIVER. It is understood and agreed that the Landlord's remedies hereunder are cumulative and the Landlord's exercise of any right or remedy due to a default or breach by Tenant shall not be deemed a waiver of, or alter affected or prejudice any right or remedy which Landlord may have under this Lease or by law or in equity. Neither the acceptance of Minimum or Percentage Rent nor any other acts or omission of land at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease, shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel or forfeit this lease upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as at any time to stop Landlord from promptly exercising any other option, right or remedy that it may have under any term or provision of this lease, at law or in equity.

17.5 ACCEPTANCE OF PAYMENT. It is specifically understood and agreed that the Landlord's acceptance of any sum, whether as Minimum Rent, Percentage Rent, adjustments or otherwise, which is less than the amount claimed as due by the Landlord, shall not act as, or be deemed to be, a waiver of such claimed amount or a compromise or accord and satisfaction of the amount claimed as due, by Landlord.

16
DEFAULT BY LANDLORD

18.1 DEFAULT BY LANDLORD. Landlord shall not be in default unless Landlord fails to perform obligations required by Landlord within a reasonable time, but in no event later than thirty, (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage deed of trust covering the Premises whose name and address shall have heretofore been furnished to Tenant in writing. Said notice shall specify wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to complete. Tenant further agrees not to invoke any of its remedies under this lease until said thirty, (30), days have elapsed, except in emergencies. In no event shall Tenant have the right to terminate this lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or injunction.

18.2 COSTS UPON DEFAULT. In the event the Tenant or Landlord shall be in default in the performance of any of their obligations under this lease and an action be brought for the enforcement thereof, the Landlord or Tenant shall pay to the other all the expenses incurred therein, including a reasonable attorney's fee. In the event either party shall without fault on its part be made a party of any litigation commenced by, or against the other party, then such other party shall pay all costs and reasonable attorney's fees incurred or paid by such party in connection with such litigation.

17
SUCCESSORS IN INTEREST

Each and every clause and provision contained herein shall be binding upon and inure to the benefit of the successors, heirs, devises and assigns of the parties hereto and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. Upon payment of the rent as above specified and the performance of the covenants to be kept and performed by the Tenant, the Tenant shall peaceably hold and enjoy the leased premises during the full term herein specified, and if any default be made in the keeping of the covenants

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agreed to be kept by the Tenant, then it shall be lawful for the Landlord, at its option, to terminate this lease and re-enter upon said premises and the whole thereof and to remove all persons there from.

18
APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

19
NOTICE

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage pre-paid and return receipt requested, to other addresses as either party may from time to time designate in writing. **The Mailing Address of the Landlord is: 2124 Sorbus Way, Anchorage, Alaska 99508,** Office; (907) 9031009, and the address of the Tenant is: **3705 Arctic Blvd, #477, Anchorage, Alaska 99503** Phone; (907) 244-7584

20
SUBORDINATION AND ATTORNMENT; MORTGAGEE PROTECTION

SUBORDINATION NOTICE TO MORTGAGEE. At the request of the Landlord, Tenant shall promptly execute, acknowledge, and deliver, all instruments which may be required to subordinate this lease to any existing or future mortgages, deeds of trust, and/or other security documents on or encumbering the property or on the leasehold interest held by Landlord, and to any extensions, renewals or replacements thereof; provided that the mortgage or beneficiary, as the case may be, shall agree to recognize this lease in the event of foreclosure if Tenant is not in default at such time.

21
ENVIRONMENTAL

A. Landlord represents and warrants that: The Premises are in full compliance with Environmental laws; There has not been any release of hazardous materials at the Premises; There are no hazardous materials stored, located, or present on the Premises; The Premises is not the subject of any environmental action; and neither is the Premises nor any personal property located thereon subject to any environmental liens.

B. As a condition precedent to Tenant's obligation to take Possession of the Premises, Tenant shall have forty-five (45) days from the effective date to conduct its own environmental assessment (ESA) of the Premises to evaluate the environmental conditions of the Premises, (The "Environmental Inspection Period,"). If the ESA discloses environmental conditions which Tenant determines are unacceptable, Tenant shall have the option of terminating this lease by tendering a termination notice upon the Landlord within ten (10) days after the termination of the Environmental Inspection Period or postponing the lease until Landlord corrects or remedies the environmental conditions and obtains a No Further Action (NFA) letter, or its equivalent from the appropriate governmental environmental agency indicating that no further remedial actions are required or recommended. Nothing contained herein, (Including, without limitation, Tenant's failure to conduct an ESA or raise any issue pertaining to environmental matters), shall in any way constitute a waiver of, diminish or limit the provisions of Landlord indemnities in section (D), below.

C. Tenant hereby agrees to defend, indemnify, and hold

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Harmless Landlord from and against any Environmental Liabilities and Costs arising out of: Any releases or threatened releases of Hazardous Materials at or from the Premises caused by lessee's operation during the term of the lease; and any violations of Environmental Laws that are caused by Tenant's operation during the term of the Lease. This indemnity shall survive the termination of this Lease.

D. Landlord hereby agrees to defend, indemnify, and hold harmless, the Lease from and against any Environmental Liabilities and Costs arising out of: any release of Hazardous Materials that occurred prior to the effective date of this Lease; any violations of Environmental Laws or Environmental Actions that are attributable to the Landlord's acts or omissions; and any breach of any warranty or representation or covenant regarding Environmental matters made by Landlord; and ay release or threatened release of Hazardous Materials caused by Landlord. This indemnity shall survive expiration or termination of the Lease.

22
HOLDING OVER

In the event that Tenant remains in possession of the Premises after the expiration of the Lease Term with Landlord's permission, Tenant shall be deemed to be occupying the Leasehold Premises a month-to-month Tenant, subject to all of the terms and conditions of this Lease and the laws of the State of Alaska insofar as they may be applicable to a month-to-month Tenant, and shall be subject to one hundred fifty percent (150%), of the monthly rental provided herein for the last month of the term of the Leased Premises.

23
CONSIDERATION

Payment of the **First Month's Rent starting** MAY 1, 2020 **, in the amount of** $4,400.00. Security deposit, **$8,800.00** previously deposited is held over from prior term and is consideration for this lease. Tenant is also responsible for Paying Mat-Su Borough Property Taxes, Insurance on Building and Land, and all Maintenance and Repairs of Property. (NNN)

In witness whereof, the parties have executed this lease at Wasilla, Alaska, the day and year first above written.

John Maroulis — 5-11-2020

John Maroulis, President — Date:
Lessor/Landlord:
J AND A Enterprises-Alaska Inc.

Daniel Rogers — 5/7/2020

Daniel Rogers, member/manager — Date:
Tenant/lessee
TDR2 Management

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