AMCO Received 12/21/20

COMMERCIAL SUBLEASE

This Commercial Sublease ("Sublease") is made effective as of September 15, 2020, by and between Happy Camp LLC ("Tenant"), and Liberty E R LLC ("Subtenant"). Tenant has previously entered into a lease agreement with Paved Paradise LLC ("Landlord"), which was assigned by Jadon, Inc. ("Assignor"), dated September 9, 2015 (the "Prime Lease"), which has been extended until September 30, 2025 (the "Prime Lease Extension"), copies of which are attached as exhibits to this Sublease. Tenant now desires to sublet the leased property to Subtenant and Subtenant desires to sublet the leased property from Tenant. Landlord and Assignor consent to this Sublease. Therefore, the parties agree as follows:

1. PREMISES. Tenant, in consideration of the payments provided in this Sublease, sublets to Subtenant approximately 1,589 square feet located at 2421 Spenard Road, Anchorage, Alaska 99503 (the "Premises"). A description for the Premises is attached as an Exhibit A.

2. TERM AND POSSESSION. The term of this Sublease will begin on September 30, 2020, and unless terminated sooner pursuant to the terms of this Sublease, it will continue for the remainder of the term provided in the Prime Lease Extension, which terminates September 30, 2025.

3. RENT. Subtenant shall pay to Tenant the amount of $38,136 per year ($3178/mo), plus the additional rent mentioned in paragraph 4 below. Tenant shall pay the rent provided for hereunder in equal monthly installments in advance on the first day of each and every month during the term of the Sublease.

4. ADDITIONAL RENT. If Tenant shall be charged for additional rent or other sums pursuant to the provisions of the Prime Lease and Prime Lease Extension, Subtenant shall be liable for 17% of such additional rent or sums. If any such rent or sums shall be due to additional use by Subtenant of electrical current in excess of Subtenant's proportionate part of additional use in the Premises demised under the Prime Lease, such excess shall be paid in its entirety by Subtenant. If Subtenant shall procure any additional services from the Premises, Subtenant shall pay for such services at the rates charged therefor by the Landlord and shall make such payment to the Landlord, as Landlord shall direct. Any rent or other sums payable by Subtenant under this paragraph 4 shall be additional rent and collectable as such.

5. UTILITIES. Subtenant shall pay for all utilities used or consumed at the Premises during the term of this Sublease as currently obligated by the Tenant under the Lease. The utilities shall be paid directly to the utility company if separately metered; otherwise, the utilities shall be prorated by Tenant in a fair and equitable manner as mutually

agreed to by Tenant and Subtenant and be billed to Subtenant at the same rates as billed to Tenant by the utility company for payment to Tenant. The bills shall be due and payable within ten days of receipt.

6. **PRIME LEASE.** This Sublease is subject to all of the terms of the 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 and rights of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Tenant. 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, "Tenant," "Subtenant" and "Sublease." The Subtenant herein executes this Sublease with the express acknowledgement that Subtenant has read, reviewed, understands and agrees to comply with all obligations, rights, limitation and responsibilities contained in the Prime Lease. Tenant warrants and represents that all consents required under the Prime Lease to enter into this Sublease have been obtained.

7. **DEFAULTS.** Subtenant shall be in default of this Sublease if Subtenant fails to fulfill any lease obligation or term by which Subtenant is bound. Subject to any governing provisions of law to the contrary, if Subtenant fails to cure any financial obligation within 90 days (or any other obligation within 90 days) after written notice of such default is provided by Tenant to Subtenant, Tenant may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Tenant's rights to damages. In the alternative, Tenant may elect to cure any default and the cost of such action shall be added to Subtenant's financial obligations under this Sublease. Subtenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Tenant by reason of Subtenant's defaults. All sums of money or charges required to be paid by Subtenant under this Sublease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

7a. Marijuana Provision - Use of Premises. Tenant may use the premises for any legal commercial pursuit in the state of Alaska. Landlord is aware and consents to the operation of any and all commercial legal marijuana - cannabis operations on the property and Landlord and all of its representatives certify that no possession nor removal of any marijuana will happen on behalf of the landlord. If any need arises that will impede on the above statement AMCO Alaska enforcement will be immediately notified. The Premises may be used for any other purpose only with the prior written consent of

Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

8. SECURITY DEPOSIT. At the time of the signing of this Sublease, Subtenant shall pay to Tenant, in trust, a security deposit of $100 to be held and disbursed for Subtenant damages to the Premises or other defaults under this Sublease (if any) as provided by law.

9. CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative and shall not be construed as exclusive unless otherwise required by law.

10. PROPERTY INSURANCE. Landlord, Tenant and Subtenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord and Tenant shall be named as an additional insureds on Subtenant's insurance policies. Subtenant shall deliver appropriate evidence to Landlord and Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord and Tenant. Landlord and Tenant shall receive advance written notice from the insurer prior to any termination of such insurance policies. Subtenant shall also maintain any other insurance which Landlord and Tenant may reasonably require for the protection of Tenants or Landlord's interest in the Premises. Subtenant is responsible for maintaining casualty insurance on its own property.

11. LIABILITY INSURANCE. Subtenant shall maintain liability insurance on the Premises in a total aggregate sum of at least $1,000,000.00. Subtenant shall deliver appropriate evidence to Landlord and Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord and Tenant. Landlord and Tenant shall receive advance written notice from the insurer prior to any termination of such insurance policies.

12. WAIVER OF RIGHTS. Tenant and Subtenant waive all rights of recovery and causes of action against each other, their respective agents and employees, and all persons claiming through or under the other, relating to loss of business, business interruption or loss of rentals resulting from any damage or destruction to the Premises or any of Subtenant's property contained therein, notwithstanding that any such damage or destruction may be due to the negligence of Tenant or Subtenant, their respective agents or employees. Tenant and Subtenant also waive all rights of recovery and causes of action against Landlord for loss of business, business interruption or loss of rentals, resulting from any such damage or destruction, notwithstanding that such damage or destruction may be due to the negligence of Landlord, Tenant or Subtenant, their respective agents and employees.

13. **NOTICES.** Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

TENANT:

Happy Camp, LLC
2435 Spenard Road
Anchorage, Alaska 99503

SUBTENANT:
Liberty E R, LLC
124 W Swanson Ave
Wasilla, Alaska 99654

LANDLORD:

Paved Paradise LLC
1317 West Northern Lights Blvd.
Anchorage, Alaska 99503

ASSIGNOR:

Jadon, Inc
1058 W 25th Ave
Anchorage, Alaska 99503

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

14. **GOVERNING LAW.** This Sublease shall be construed in accordance with the laws of the State of Alaska.

15. LANDLORD'S CONSENT. The Prime Lease requires the prior written consent of Landlord to any subletting of the Premises. The effectiveness of this Sublease is expressly conditioned upon Landlord's written consent to this Sublease. Tenant agrees to use its best efforts to obtain such consent. If Landlord's consent cannot be obtained, this Sublease shall be null and void and neither party shall have any further obligations to the other arising out of it.

Dated this 15th day of September, 2020.

TENANT: **Happy Camp, LLC**

Date: 9-23-20

By: _____
DORAN POWELL, authorized signer

SUBTENANT: **Liberty E R, LLC**

Date: 9-18-20

By: _____
Kerby Coman, authorized signer

CONSENT BY LANDLORD. The undersigned hereby consents to the foregoing Sublease specifically reserving, however, the right of the undersigned to refuse to consent to any future assignment or subletting

LANDLORD: **Paved Paradise, LLC**

Date: 9-24-20

By: _____
Rod Hancock, authorized signer

CONSENT BY ASSIGNOR. The undersigned hereby consents to the foregoing Sublease specifically reserving, however, the right of the undersigned to refuse to consent to any future assignment or subletting

ASSIGNOR: **Jadon, Inc.**

Date: 9-22-20

By: _____
Greg, authorized signer