AMCO Received 4/9/21 rb

LEASE

PARTIES This Lease (this "Lease"), dated, for reference purposes only, is made by and between **Kendra Nugent** an Alaska resident is ("Landlord") and, **The Connoisseur Lounge, LLC** whose address is 10400 E. Bradley Lake Ave, Palmer, Alaska 99645 ("Tenant").

1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental and upon all the conditions set forth herein, that certain space (the "Premises") containing approximately One Thousand One Hundred Ninety (1,190) square feet. Tenant is renting ~~south side~~ SUITE 2 of building located on a portion of Lot 7, Block 2, M.D. SNODGRASS ADDITION TO THE PALMER TOWNSITE, plate filed in Book 14 at Page 350A,, Palmer Recording District, State of Alaska, with a street address of 226 West Evergreen, Palmer, Alaska.

2. TERM.

2.1 INITIAL TERM. The Lease term shall commence on November 1, 2020 and shall continue for a term of three years until November 1, 2023, unless sooner terminated pursuant to any provision hereof.

2.2 OPTION TO RENEW. Provided that Tenant is not in material default of the Lease, Tenant shall, at its option, have the right to renew this Lease for an additional three (3) year term ("Second Term"). The Monthly Rent for the Second Term shall be increased by 5% of the monthly rent of the initial term. Tenant shall provide sixty (60) days written notice to Landlord that it is exercising its option to renew.

2.3 EARLY TERMINATION. In the event Tenant is unable to obtain all local government approvals, State of Alaska Marijuana Control Board ("AMCO") approvals, or other necessary governmental agency approvals to operate a marijuana retail establishment, then Tenant may, at its option, cancel, with 30 days written notice, the remaining term of this Lease, with no further obligations under this Lease, except for Tenant shall forfeit its Security Deposit and be charged customary cleaning and any necessary repair expenses (if any) to put the Property back into the same condition it was when Tenant took possession of the Property, at Landlord's option.

AMCO Received 4/9/21 rb

3. RENT/DAMAGE DEPOSIT.

3.1.Minimum Rent. Tenant shall pay to Landlord as minimum rent for the Premises monthly installments as follows:

(a) Monthly rent lease rate will be TWO THOUSAND EIGHTY TWO AND 50/100 Dollars ($2,082.50) PER MONTH. Rent will be prorated for the month of Novemeber for the sum of SIXTY NINE AND 42/100 ($69.42) PER DAY for the month of Novemeber only.

(b) Tenant shall pay the first month's rent upon execution of this agreement. Landlord shall be under no obligation to keep the last month's rent or damage deposit in a segregated account.

(c) Tenant shall pay a damage deposit to be applied to any damages to the premises in the amount of $2,082.50

3.2.Late Charge. If any payment is not paid within five (5) days of the due date, then there shall be added as **additional rent an amount equal to TWENTY-FIVE percent (25%) of the delinquent payment** for the month or portion thereof after the date it was due, provided, however, if such sum and late charges are not paid in full on or before the tenth (10th) day of the month, such sum shall commence to bear interest at the rate of 50 percent (50%) per annum until paid in full.

3.3. Lease Amendment. On January 1, 2021 tenant shall amend the lease to renting the entire building at $1.75 per square feet with the intent to purchase the building at fair market value. Tenant will have first right of refusal to purchase the entire building.

4. CONSTRUCTION OF IMPROVEMENTS. Tenant shall be responsible for the design, construction, payment and installation of Tenant's own leasehold improvements and trade fixtures, including, but not limited to, salon chairs, washing bowls, lights, branch wiring beyond the panel, floor coverings, interior partitioning, decor, shelves, racks and counters; provided that the design and decor shall be subject to the reasonable prior written approval of Landlord, and Tenant shall provide Landlord with appropriate design drawings for approval prior improvements must meet current municipal code and Tenant must obtain all necessary permits for constructing and installation of Tenants leasehold improvements. The Landlord shall not be responsible for Code upgrade and is not responsible to pay any costs associated or related to the Tenant Improvements.

Tenant shall not do or directly contract for anything to be done causing the

AMCO Received 4/9/21 rb

Premises to be encumbered by liens of any nature, and shall, whenever and as often as any lien is recorded against said property, purporting to be for labor or materials furnished or to be furnished to Tenant, discharge the same of record within 10 days of the date the lien is recorded by recording the bond contemplated is A.S. 34.35.072 or otherwise appropriately satisfy the subject lien in full.

Tenant shall obtain waivers of lien rights and releases of claims from contractors, subcontractors, and suppliers in connection with Tenant's leasehold improvements and shall indemnify and hold Landlord harmless from the same.

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

Upon completion of construction the Tenant shall provide to Landlord valid lien releases and satisfactory proof of payment of all liens, claims based on notices of right to lien, and other claims against the Premises, and a Certificate of Occupancy for the Premises. If the Tenant's improvements are less than $5,000 Landlord shall not require a Certificate of Occupancy.

5. UTILITIES. Tenant shall contract directly with provider and pay for all, internet services and telephone service, utilities, together with any taxes thereon.

6. USE. The Premises shall be used and occupied only for State of Alaska Marijuana Retail Establishment and no other use without the prior written consent of Landlord. No act shall be done in or about the Premises that is unlawful or that will increase the rate of insurance on the building. Tenant will not commit or allow to be committed any waste upon the premises or any public, private, or mixed nuisance or other act or thing which disturbs the quiet enjoyment of the Landlord's

AMCO Received 4/9/21 rb

business. Tenant shall comply with all laws relating to its use of the Premises. No illegal drugs that are illegal under Alaska Law, or alcohol shall be allowed on the premises. Tenant shall use all commercially reasonable efforts to obtain the necessary approvals and licenses to operate a Marijuana Retail Establishment. This agreement does not create an employee/employer relationship. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement.

7. ACKNOWLEDGEMENT AND MARIJUANA SPECIFIC LAW. The Lessor hereby acknowledges that the Leased Property will be used as a Marijuana Cultivation Facility. Tenant hereby warrants that the operation of its business shall be conducted in strict compliance with all applicable governmental laws relating to the regulation and legalization of marijuana and marijuana establishments. Landlord and Tenant recognize marijuana remains an illegal substance under the federal Controlled Substances Act and both the Tenant expressly agrees to indemnify, defend and hold harmless Landlord from and against any claim, liability, expense, lawsuit, loss or other damage, including reasonable attorneys' fees, arising from or relating to Tenant's use of the Premises or Assignee's activities or any violations of federal law, at Tenant's sole cost and expense. Should Tenant's use of the Premises endanger in any way the Landlord's ownership, title, or right to possess the Premises, including through official warnings to cease and desist, warnings by Lenders, or the threat of seizure, Lessor shall be entitled to terminate this Lease, in its sole discretion, effectively immediately upon notice to the Tenant. Landlord may, in its sole discretion, elect not to terminate the Lease and instead permit Tenant to remain in possession.

8. CHANGE IN INDUSTRY. The Tenant recognizes that the marijuana industry is a highly regulated industry, subject to change; in the event that regulatory law requires the Leased Property be altered for compliance purposes, Tenant agrees to make all Alterations at its own cost and subject to the provisions of contained above. If Tenant cannot make sufficient Alterations to the Property to achieve compliance, Landlord, in its sole discretion, may elect to terminate the Lease.

AMCO Received 4/9/21 rb

9. DISPOSITION OF MARIJUANA. The Landlord recognizes it has certain responsibilities because it is leasing to a Tenant in the marijuana industry, which is a highly regulated industry, and hereby acknowledges that the event of a default or abandonment or otherwise, Landlord shall not take possession of or remove marijuana from the Property, and Landlord shall contact the Alcohol Marijuana Control Office (AMCO) enforcement to facilitate disposal of any left behind marijuana.

7. MAINTENANCE, REPAIRS AND ALTERATIONS.

7.1.Landlord's Obligations. Except for damage caused by the negligence or intentional act of Tenant or Tenant's agents, employees or invitees, Landlord, at Landlord's expense, shall keep in good order, condition and repair the foundations and structural portions of the exterior walls and exterior roof of the Building. Landlord shall have no obligation to make repairs under this Section 7.1 until a reasonable time after the receipt of written notice of the need for such repairs.

7.2.Tennant's Obligations. Subject to the provisions of Section 7.1, Tenant, at Tenant's expense, shall keep in good order, condition and repair the Premises and every part thereof, including but not limited to plumbing, any mechanical or electrical apparatus, plumbing, doors, window frames, hardware, glass and nonstructural ceilings, entrance door, walls, the light fixture, outside sign, and ballasts for the lights. Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use, wear and tear excepted. Tenant shall repair any damage to the Premises or the Building occasioned by its use thereof or by the removal of Tenant's trade fixtures, furnishings and equipment, which repair shall include, but not be limited to, the patching and filling of holes and repair of structural damage. Tenant shall be responsible for plumbing, heater, and its ventilation system.

7.3 Landlord's Rights. If Tenant fails to perform Tenant's obligations under this Article 7, Landlord may (but shall not be required to) enter upon the Premises after ten (10) days' prior written notice to Tenant and put the same in good order, condition and repair or otherwise cure the default, and the cost of such action plus fifteen percent (15%) thereof shall become due and payable as additional rent to Landlord together with Tenant's next rental installment. Notwithstanding the forgoing, Landlord shall comply with the AMCO required Visitor Policy imposed on all State of Alaska Marijuana Establishments. The Visitor Policy requires any

AMCO Received 4/9/21 rb

persons who enter a restricted access area of a marijuana establishment to sign into a visitor log kept by the Tenant, show identification to Tenant or Tenant's agents verifying that the person gaining access is 21 years of age or older, wear a Visitor Badge, and remain in eyesight of Tenant or Tenant's agents at all times.

7.4 Alterations and Additions. Tenant shall not, without Landlord's prior written consent, make any alterations, additions or improvements in the Premises. All work on the Premises shall be done in compliance with all applicable governmental codes and regulations. At Landlord's option, all alterations, improvements or additions which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Tenant's machinery, equipment and trade fixtures other than those which are affixed to the Premises so that they cannot be removed without material damage to the Premises shall remain the property of Tenant and may be removed by Tenant.

8. INSURANCE: INDEMNITY.

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

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

AMCO Received 4/9/21 rb

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

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

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

9. DAMAGE OR DESTRUCTION. In the event the Premises are damaged to such an extent as to render the same untenantable in whole or in a substantial

AMCO Received 4/9/21 rb

part thereof or are destroyed, it shall be optional with Landlord to repair or rebuild the same; and after the happening of any such event, Tenant shall give Landlord or Landlord's agent immediate written notice thereof. Landlord shall have not more than thirty (30) days after date of such notification to notify Tenant in writing of Landlord's intentions to repair or rebuild said Premises or the part so damaged as aforesaid, and if Landlord elects to repair or rebuild said Premises, Landlord shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period the rent of said Premises shall be abated in the same ratio that that portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. If Landlord shall fail to give the notice aforesaid, Tenant shall have the right to declare this Lease terminated by written notice served upon Landlord.

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

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

11. INSOLVENCY. If Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant and if the receivership, assignment or other liquidating action is not terminated within thirty (30) days of any such appointment, then Landlord may terminate this Lease and Tenant's right of possession under this Lease, at Landlord's option.

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

AMCO Received 4/9/21 rb

12.1.Vacation of Premises. The vacating or abandonment of Premises by Tenant;

12.2.Failure to Provide Rent. The failure by Tenant to provide rent as described in Section 3.1 or any other payment required to be made by Tenant hereunder as and when due;

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

13. REMEDIES IN DEFAULT. In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, in its sole discretion, 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:

13.1.Termination. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to the cost of recovering possession of the Premises; expenses of reletting, including, but not limited to, necessary renovation and alteration of the Premises; reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Additional Charges called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. In this event, Landlord shall contact AMCO Enforcement Division to ensure that AMCO is notified that Tenant has lost possession of the Property and have AMCO Enforcement come and remove any marijuana or marijuana products from the facility prior to retaking possession of the Property. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate;

AMCO Received 4/9/21 rb

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

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

14. PRIORITY. Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust now or at any time hereafter constituting a lien upon the Premises or the Building containing the same, to any and all advances to be made there under, and to the interest thereon, and to all renewals, replacements and extensions thereof; provided that the mortgagees or the beneficiaries named in said mortgages or deeds of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default hereunder and if Tenant attorns to the mortgagee. Within ten (10) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust and shall execute Estoppel Certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

15. CONDEMNATION. If all of the Premises or any portion of the Building as may be required for the reasonable use of the Premises shall be taken by eminent domain (or by a voluntary conveyance made in lieu of a taking by eminent domain), this Lease shall automatically terminate as of the date Tenant is required to vacate or will be deprived of the reasonable use of the Premises, and all rentals shall be paid to that date. In the case of a taking of a part of the Premises, Tenant may, at its election, terminate this Lease by notice in writing to Landlord within ten (10) days after the receipt by Tenant of written notice of the proposed taking, and with any such notice by Tenant to Landlord to be effective on a date which shall be specified by Tenant in the notice but shall be no later than thirty (30) days after the date of the giving of notice. If within said thirty (30) day period Tenant does not exercise its right to terminate this Lease because of a taking of a part of the Premises, this Lease shall continue in full force and effect, and the rental shall be equitably reduced based on the proportion by which the floor area of the Premises is reduced, such rent reduction to be effective as of the date when possession of such portion is delivered to the condemning authority. Landlord reserves all rights

AMCO Received 4/9/21 rb

to damages to the Premises for any taking by eminent domain, and Tenant hereby assigns to Landlord any right Tenant may have to such damages or award, and Tenant shall make no claim against Landlord for damages for termination of the leasehold interest or for interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be put for Tenant's moving expenses and for the interruption of or damage to Tenant's business; provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord.

16. PARKING AND COMMON AREAS.

16.1.Landlord's Obligations and Rights. Landlord covenants that there shall be an area for common and parking areas for the nonexclusive use of Tenant (provided that Tenant has access to the required amount of parking spots per Palmer land use code) during the full term of this Lease; provided that the condemnation or other taking by any public authority or sale in lieu of condemnation of any or all of such common and parking areas shall not constitute a violation of this covenant.

16.2.Tenant's Rights. Tenant, for the use and benefit of itself and its agents, employees, customers, and licensees, shall have the nonexclusive right in common with Landlord and other present and future owners and tenants and their agents, employees, customers, and licensees to use said common and parking areas during the entire term of this Lease for ingress, egress and automobile parking.

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

17. NONWAIVER. Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of

AMCO Received 4/9/21 rb

Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

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

19. HOLDING OVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Alaska. During such tenancy, Tenant agrees to pay Landlord rent at the rate of Two Hundred percent (200%) of the rental as set forth herein, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable.

20. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease nor sublet the whole or any part of the Premises to any person or entity without the written approval of the Landlord, which shall not be unreasonably withheld. As used herein the term "Assignment" includes without limitation transfers to a subsidiary or affiliated entity, the restructuring of a limited partnership, transfers of interest by or between individual partners if Tenant is a partnership, transfers of stock by stockholders if Tenant is a corporation, and any assignment in connection with any corporate merger or consolidation

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

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

AMCO Received 4/9/21 rb

action.

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

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

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

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

27. ACCEPTANCE OF PREMISES. Tenant shall accept the Premises "as is" at the commencement of the term of this Lease and in their then present

AMCO Received 4/9/21 rb

condition and subject to all applicable zoning, municipal, county, borough, and state laws, ordinances and regulations governing and regulating the use of the Premises and accept this Lease subject thereto and all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business.

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

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

30. SUBORDINATION BY TENANT. Landlord shall have the right to unilaterally subject and subordinate Tenant's rights and remedies under this Agreement and Tenant's right, title and interest in and to the Premises to the lien of any mortgage, deed of trust or security interest that Landlord may elect to grant in, to or against the Premises without the necessity of Tenant joining in any such subordination, provided that Landlord protects Tenant's right, title and interest in and to the Premises under this Agreements with an appropriate non-disturbance agreement approved by Tenant, which approval shall not be unreasonably withheld by Tenant. Tenant shall, within ten (10) days after being requested by Landlord: (a) execute and deliver such approval and such other and further instruments which

AMCO Received 4/9/21 rb

evidence and approve such subordination in recordable form as Landlord or Landlord's mortgagee, beneficiary or secured party may request; and (b) attorn to such mortgagee, beneficiary and/or secured party as the Landlord under this agreement if and when it succeeds to any of Landlord's right, title or interest in or to all or any part of the Premises. Tenant hereby appoints Landlord as its attorney-in-fact only to execute and deliver any and all such instruments on behalf of Tenant that Tenant fails or refuses to execute and deliver, which appointment is irrevocable, shall survive the death, dissolution, incapacity or dissolution of Tenant and is coupled with an interest in Landlord.

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

32. BROKERS COMMISSION. Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and that it has neither dealt with nor has it had any knowledge of any real estate broker, agent or sales person in connection with this Lease except _____N/A_____. Tenant agrees to indemnify and hold Landlord harmless from all such liabilities or claims including, without limitation, attorney's fees and costs.

33. SECURITY AGREEMENT. Tenant grants to Landlord a security interest in all fixtures, trade fixtures and personal property located on the premises, except for any marijuana or marijuana products, which are not subject to any Landlord security interest, pursuant to AS §45.29.et seq. The grant of security interest is for any obligation that will become due and is due under the lease.

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

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

AMCO Received 4/9/21 rb

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

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

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

Landlord: Alaskan Investments, LLC

By: Kendra Nugent, Sole Member

EXECUTED on ~~November 11, 2021~~ APRIL 9, 2021

Tenant: The Connoisseur Lounge, LLC

By: MATTHEW CHAMBERS

EXECUTED on ~~11-10-20~~ APRIL 9, 2021 MC