The Landlord shall have the right to assign this Lease at any time without consent of the Tenant, and the assignee or assignees, if any, of the Landlord shall take subject to all the terms and conditions of this Lease.

Tenant's interest in all sub-Leases shall be assigned to Landlord as security for payment of rents and performance of covenants herein required.

27. **NOTICES.** All notices under this Lease shall be in writing and delivered in person or sent by registered 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. Email may be used to as notice for either party:

Tenant:
[insert email addresses]

Landlord
[insert email addresses

(T) Initials

(mutual for both Tenant + Landlord)

28. **COSTS AND ATTORNEYS' FEES.** If by reason of 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 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 action.

29. **LANDLORD'S ACCESS.** Landlord and its agent shall have the right to enter the Premises at reasonable times 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 Building 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. Landlord shall comply with the AMCO mandated visitor policy and shall not enter the premises without signing into the visitor log, producing identification, and complying with all aspects of the required Visitor Policy regulations.

30. **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.

31. **REMOVAL OF PROPERTY.** 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, 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

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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. This section is not meant to refer to marijuana/marijuana product property.

32. **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.

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

34. **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.

35. **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. Any such statement may be relied upon by the prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are a part.

36. **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

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prior understandings or agreements are merged herein. This Lease may be amended or modified only in writing signed by both parties.

37. **This section has been deleted.**

38. **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.

39. **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.

40. **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, or 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.

40.1 **Hazardous and Toxic Substances.** Tenant agrees that so long as this Lease shall remain in effect, that the property described herein shall NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, including medical waste, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable state or local laws, or regulations. Tenant agrees to fully indemnify and hold harmless Landlord against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnify shall survive the payment of all rents and the termination of this Lease.

41. **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 Anchorage, 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.

42. **AGENCY DISCLOSURE.**

This section has been deleted.

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

Landlord:

Bullseye Investments, LLC

By: _____ Date: 7/9/19

Title: Managing Member

Vince Veit

VALERIE MASTOLIER
Notary Public
State of Alaska
My Commission Expires Jun 7, 2022

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 9 day of July, 2019, before me, a Notary Public in and for the State of Alaska, personally appeared Vincent Veit, to me known, or satisfactorily proven to be the Managing Member of Bullseye Investments the corporation who executed the within and foregoing instrument, and acknowledged he was authorized by said corporation to execute said instrument as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

_____
Notary Public in and for the State of Alaska

My Commission Expires: 6/7/22

By: _____ Date: 7/9/19

Title: Managing Member

JANA WEITZIN

VALERIE MASTOLIER
Notary Public
State of Alaska
My Commission Expires Jun 7, 2022

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 9 day of July, 2019, before me, a Notary Public in and for the State of Alaska, personally appeared Jana Weitzin, to me known, or satisfactorily proven to be the Managing Member of Bullseye Investments, the corporation who executed the within and foregoing instrument, and acknowledged he was authorized by said

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corporation to execute said instrument as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of Alaska

My Commission Expires: 6/7/22

By: _____ Date: 7/9/19

Title: Managing Member

Justin Veit

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

VALERIE MASTOLIER
Notary Public
State of Alaska
My Commission Expires Jun 7, 2022

On this 9 day of July, 2019, before me, a Notary Public in and for the State of Alaska, personally appeared Justin Veit, to me known, or satisfactorily proven to be the Managing Member of Bullseye Investments the corporation who executed the within and foregoing instrument, and acknowledged he was authorized by said corporation to execute said instrument as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of Alaska

My Commission Expires: 6/7/22

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43. **EXECUTION AUTHORITY.** Landlord and Tenant, by their signatures below, warrant that they have read and understand this Lease and that the terms and conditions contained herein represent the full and complete agreement of the parties. If Tenant is a corporation or limited liability company, each individual executing this Lease on behalf of the corporation represents that they are duly authorized to execute and deliver this Lease on behalf of the corporation or limited liability company, in accordance with duly adopted resolutions of the board of directors of the corporation or limited liability company, that such action and execution is in accordance with the bylaws of the corporation or limited liability company, and that the Lease is binding upon the corporation or limited liability company in accordance with its terms. Landlord represents that she is in sole title to the Premises and has unchallenged authority to enter into this Lease and to be bound by the terms contained herein.

44. **AMBIGUITIES**. Landlord and Tenant will have the opportunity and are encouraged to have their own attorneys review this Agreement prior to signing and thus this Agreement when executed shall represent the agreement of the parties and the rule of construction that ambiguities are construed against the drafter shall not apply.

//

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

Landlord:

Bullseye Investments, LLC

By: _____ Date: _____
Title: Managing Member

See other pages

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this _____ day of _____, 2019, before me, a Notary Public in and for the State of Alaska, personally appeared _____, to me known, or satisfactorily proven to be the _____ of _____, the corporation who executed the within and foregoing instrument, and acknowledged he was authorized by said corporation to execute said instrument as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

Initial (T) CRZ
Initial (L)_____

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

_____
Notary Public in and for the State of Alaska

My Commission Expires:_____

By: _____ Date: _____
Title: Managing Member

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this _____ day of _____, 2019, before me, a Notary Public in and for the State of Alaska, personally appeared _____, to me known, or satisfactorily proven to be the _____ of _____, the corporation who executed the within and foregoing instrument, and acknowledged he was authorized by said corporation to execute said instrument as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

_____
Notary Public in and for the State of Alaska

My Commission Expires:_____

By: _____ Date: 07/1/2019
Title: Managing Member

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 1st day of July, 2019, before me, a Notary Public in and for the State of Alaska, personally appeared Chism C Leimbach, to me known, or satisfactorily proven to be the Managing Member of Top Shelf Herbs, the corporation who executed the within and foregoing instrument, and acknowledged he was authorized by said corporation to execute said instrument as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

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Initial (D)

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of Alaska

My Commission Expires: 07/24/2022

CAITLIN VINCENT
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 24, 2022
STATE OF ALASKA

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Tenant:

Top Shelf Herbs of Alaska, LLC

By: Chism Leimbach Date: 06/27/2019

Chism Leimbach Member & Personal Guarantee

Sign

Chism Leimbach - PERSONAL GUARANTY OF LEASE

This **PERSONAL GUARANTY OF LEASE** (the **"Personal Guaranty"**) is made and entered into as of this 27th day of June, 2019, by guarantors ("Guarantors"), to and in favor of and for the benefit of Bullseye Investments, LLC, an Alaska Limited Liability Company, as landlord ("Landlord").

In consideration of the Landlord entering into that certain "Commercial Lease Agreement" dated the 27th day of June, 2019, wherein Top Shelf Herbs of Alaska LLC, is the Tenant, and the landlord is the Landlord, and in consideration of the Landlord leasing to the Tenant the "Leased Premises" commonly known and numbered as 901 Photo Ave, Anchorage, Alaska, Suite A, as described in said Commercial Lease Agreement, on the terms and conditions therein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantors, jointly and severally, irrevocably and unconditionally guarantee to the said Landlord, its successors and assigns under said Commercial Lease Agreement, the full, faithful and punctual performance by Tenant of Tenant's covenants and agreements contained in said Commercial Lease Agreement, or any extension or renewal thereof, and agree that any forbearance, modifications, waivers, amendment, releases, postponements, either of payment or enforcement of any rights against any party, or release of any security shall not affect the undersigned Guarantors absolute and unconditional liability hereunder. The undersigned Guarantors waive notice of any of the foregoing changes. The undersigned hereby waives and all defenses based on the law of suretyship, federal illegality, or any other similar defense.

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Demand, notice of default or of nonpayment are hereby waived and it is agreed that the said Landlord under the said Commercial Lease Agreement may proceed first against the Guarantors without first proceeding against the said Tenant under the said Commercial Lease Agreement. If Landlord employs counsel to enforce this Guaranty, Guarantors will reimburse Landlord for all attorneys' fees, costs and expenses incurred. This Personal Guaranty shall be binding upon the heirs, administrators, executors and assigns of the undersigned Guarantors.

I, Chism Leimbach, personally guaranty this Lease agreement and understand the terms contained herein, and agree to be bound by the same.

Accepted and Agreed:

Chism Leimbach

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 1st day of July, 2019, before me, a Notary Public in and for the State of Alaska, personally appeared Chism Leimbach, to me known, or satisfactorily proven to be Chism Leimbach executed the within and foregoing instrument (Lease and Personal Guaranty), and acknowledged he execute said instrument as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of Alaska
My Commission Expires: 07/24/2022

CAITLIN VINCENT
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 24, 2022
STATE OF ALASKA

Top Shelf Herbs of Alaska, LLC

By: Judy Martinson Date: 6-27-19
Judy Martinson Member & Personal Guarantee

Judy Martinson - PERSONAL GUARANTY OF LEASE

This **PERSONAL GUARANTY OF LEASE** (the **"Personal Guaranty"**) is made and entered into as of this 27th day of June, 2019, by guarantors ("Guarantors"), to

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and in favor of and for the benefit of Bullseye Investments, LLC, an Alaska Limited Liability Company, as landlord ("Landlord").

In consideration of the Landlord entering into that certain "Commercial Lease Agreement" dated the 27 day of June, 2019, wherein Top Shelf Herbs of Alaska LLC, is the Tenant, and the landlord is the Landlord, and in consideration of the Landlord leasing to the Tenant the "Leased Premises" commonly known and numbered as 901 Photo Ave, Anchorage, Alaska, Suite A, as described in said Commercial Lease Agreement, on the terms and conditions therein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantors, jointly and severally, irrevocably and unconditionally guarantee to the said Landlord, its successors and assigns under said Commercial Lease Agreement, the full, faithful and punctual performance by Tenant of Tenant's covenants and agreements contained in said Commercial Lease Agreement, or any extension or renewal thereof, and agree that any forbearance, modifications, waivers, amendment, releases, postponements, either of payment or enforcement of any rights against any party, or release of any security shall not affect the undersigned Guarantors absolute and unconditional liability hereunder. The undersigned Guarantors waive notice of any of the foregoing changes. The undersigned hereby waives, and all defenses based on the law of suretyship, federal illegality, or any other similar defense.

Demand, notice of default or of nonpayment are hereby waived and it is agreed that the said Landlord under the said Commercial Lease Agreement may proceed first against the Guarantors without first proceeding against the said Tenant under the said Commercial Lease Agreement. If Landlord employs counsel to enforce this Guaranty, Guarantors will reimburse Landlord for all attorneys' fees, costs and expenses incurred. This Personal Guaranty shall be binding upon the heirs, administrators, executors and assigns of the undersigned Guarantors.

I, Judy Martinson, personally guaranty this Lease agreement and understand the terms contained herein and agree to be bound by the same.

Accepted and Agreed:

Judy Martinson

Judy Martinson

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 27th day of June, 2019, before me, a Notary Public in and for the State of Alaska, personally appeared Judy Martinson, to me known, or satisfactorily proven to be Judy Martinson executed the within and foregoing instrument (Lease and Personal Guaranty), and acknowledged he execute said instrument as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

STATE OF ALASKA
NOTARY PUBLIC
Rhiannon A-Stokes
My Commission Expires 5/22/22

Notary Public in and for the State of Alaska
My Commission Expires 5/22/22

Top Shelf Herbs of Alaska, LLC

By: _____ Date: 6-27-2019
Mark Fazio Member & Personal Guarantee

Mark Fazio - PERSONAL GUARANTY OF LEASE

This **PERSONAL GUARANTY OF LEASE** (the **"Personal Guaranty"**) is made and entered into as of this 27 day of June, 2019, by guarantors ("Guarantors"), to and in favor of and for the benefit of Bullseye Investments, LLC, an Alaska Limited Liability Company, as landlord ("Landlord").

In consideration of the Landlord entering into that certain "Commercial Lease Agreement" dated the 27 day of June, 2019, wherein Top Shelf Herbs of Alaska LLC, is the Tenant, and the landlord is the Landlord, and in consideration of the Landlord leasing to the Tenant the "Leased Premises" commonly known and numbered as 901 Photo Ave, Anchorage, Alaska, Suite A, as described in said Commercial Lease Agreement, on the terms and conditions therein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantors, jointly and severally, irrevocably and unconditionally guarantee to the said Landlord, its successors and assigns under said Commercial Lease Agreement, the full, faithful and punctual performance by Tenant of Tenant's covenants and agreements contained in said Commercial Lease Agreement, or any extension or renewal thereof, and agree that any forbearance, modifications, waivers, amendment, releases, postponements, either of payment or enforcement of any rights against any party, or release of any security shall not affect the undersigned Guarantors absolute and unconditional liability hereunder. The undersigned Guarantors waive notice of any of the foregoing changes. The undersigned hereby waives, and all defenses based on the law of suretyship, federal illegality, or any other similar defense.

Demand, notice of default or of nonpayment are hereby waived and it is agreed that the said Landlord under the said Commercial Lease Agreement may proceed first against the Guarantors without first proceeding against the said Tenant under the said Commercial Lease Agreement. If Landlord employs counsel to enforce this Guaranty, Guarantors will reimburse Landlord for all attorneys' fees, costs and expenses incurred. This Personal Guaranty shall be binding upon the heirs, administrators, executors and assigns of the undersigned Guarantors.

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I, Mark Fazio, personally guaranty this Lease agreement and understand the terms contained herein and agree to be bound by the same.

Accepted and Agreed:

Mark Fazio

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 27 day of June, 2019, before me, a Notary Public in and for the State of Alaska, personally appeared Mark Fazio, to me known, or satisfactorily proven to be Mark Fazio executed the within and foregoing instrument (Lease and Personal Guaranty), and acknowledged he execute said instrument as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

STATE OF ALASKA
NOTARY PUBLIC
Rhiannon A-Stokes
My Commission Expires: 5/22/22

Notary Public in and for the State of Alaska
My Commission Expires: 5/22/22

Initial (T) CCR
Initial (L)

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