# BUSINESS PROPERTY LEASE

THIS INDENTURE OF LEASE, made on this 1st day of May 1st, 2021, by and between Jon Tone, hereinafter called the "Lessor", and AK Legend LLC, hereinafter called the "Lessee" and collectively "the parties".

1. PREMISES.

Lessor leases to Lessee those premises known as 7750 King Street, and 7740 King Street, Anchorage, Alaska, and having approximately 5172 square feet of space (the premises").

2. TERM.

The Lessor leases to the Lessee the premises starting on May 1, 2021 and will terminate on May 1st, 2024. After the term of the lease which expires on May 1st, 2024, the Parties may extend this lease monthly with a starting monthly payment of $5,750.

3. RENT

The total agreed rental for the 1st year term starting May 1st, 2021, is $5,000 a month, $60,000 a year.
The total agreed rental for the 2nd year term starting May 1st,2022, is $5,250 a month, $63,000 a year,
The total agreed rental for the 3rd year term starting May 1st,2023, is $5,500 a month, $66,000 a year.

3A. RIGHT TO PURCASE.

Lessee shall have the right to purchase the premises at the end of the second year of the initial term of the lease provided that Lessee has not been in default at any time under this lease. Such right shall be exercised within 10 days from the end of the second year of the initial term of this lease and is further conditioned upon the Parties mutual agreement with respect to the purchase price and the terms or conditions of said purchase.

PAYABLE TO: Jon Tone, 8061 Downhill Circle, and Anchorage, AK 99507. 907-227-3149
jontone5@gmail.com. Northrim Bank Account 0101006575.

Or such other place as the Lessor may from time to time designate in writing. A penalty charge of $50.00/day will be added to the monthly rate for each day the payment is delinquent past the tenth day of the month. (Note: The rent payment is due on the first day of each month. The first ten days are considered to be a grace period. Rent payments not received by the tenth of the month are subject to the above mentioned late charge penalty.) In the event that the Lessee's bank, as a result of non-sufficient funds, returns any of the rentals checks to the Lessor, the Lessee agrees to pay the Lessor the sum of $50.00 for each such check, plus late fees. Prior to moving into the premises, Lessee agrees to pay the Lessor the sum of $5000, which is the first month's rent only, covering the period.

4. SECURITY DEPOSIT

The Lessee agrees to deposit with the Lessor, prior to moving into the premises, the sum of $5,000, which shall be held in the Lessor's account, without obligation for interest, as security for the performance of Lessee's covenants and obligations under this lease. It is expressly understood and agreed that such deposit is not an advance rental deposit for any month's rent. This deposit may be used for cleaning, damage repairs, delinquent rentals, or other charges to which the Lessor becomes entitled under the terms of this lease. Upon the occurrence of any event of default by Lessee, Lessor may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused by such event of default, and Lessee shall pay to Lessor on demand the amount so applied in order to restore the Security Deposit to its original amount. Lessor shall return the remaining balance of Security Deposit to Lessee within thirty (30) calendar days after termination of this lease or any extensions thereof.

Security deposit of $3,000 received on November 1st, 2020. An additional $2,000 will be collected on May 1st 2021,for a total held security deposit of $5,000.

5. UTILITIES - THE LESSOR AGREES:

5.1. The Lessee shall pay for water and sewer.

5.2. To cause to be supplied the means for the necessary heating of the premises, but the Lessee shall take out the gas meter in their names and pay any security deposit that may be required, and all gas charges incurred.

5.3. To cause to be supplied, a reasonable amount of electric current for lighting or heating the premises during ordinary business hours. The Lessee shall take out the electric meter in their names and shall pay any security deposit that may be required, and all electricity charges incurred. Lessee will be responsible for any additional power hook up to building.

5.4. Lessee is responsible for the gas, trash, water and electric utilities effective the beginning date of this lease. Lessee shall have the gas, water and electric utilities put into their name within 10 days of the signing of this lease. Failure to do so will result in the utilities being cut off.

5.5. Any utility bills received by the Lessor that should be the responsibility of the Lessee, will be billed to the Lessee with an additional $50 service charge.

5.6. The Lessee agrees that Lessor shall not be held liable for failure to supply such heating, water or lighting services, or any of them, when such failure is not due to gross negligence on his part, it being understood that the Lessor reserves the right to temporarily discontinue such services, or any of them, at such times as may be necessary by reason of accident, repairs, alterations, or improvements, or whenever, by reason of strikes, lockouts, riots, acts of God, or any other happening, Lessor is unable to furnish such services.

5.7 Lessee agrees that if any payment of rent as herein provided shall remain unpaid for more than twenty (20) days after the same shall become due, Lessor may, without notice to Lessee, discontinue furnishing lighting, heating, and water services, or any of them until all arrears of rent shall have first been paid and discharged and that Lessor shall not be liable for damages, and that such action shall in no way operate to release Lessee from obligations hereunder.

6. CHARACTER OF OCCUPANCY.

6.1. Lessee agrees that the premises shall be used and occupied as a place of business, in a careful, safe, and proper manner, and that it will pay on demand for any damage to the premises caused by the misuse of same by it or its agents, employees, contractors, or invitees. Should any damage result, the Lessee with the Lessor's approval will immediately repair it. A period of thirty (30) days from Notice of Damage will be allowed for Lessee repairs after which time, if not satisfactorily completed, will be so done by the Lessor at the Lessee's expense.

6.2. Lessor has not made any representation or warranty as to the suitability of the premises for the conduct of Lessee's business. Lessee will not use or permit the demised premises to be used for any purposes prohibited by the laws of the United States or the State of Alaska, or the ordinances of the Municipality of Anchorage. It is the Lessee's responsibility to research the law, ordinances and Building code and determine that his business in the premises will not be a violation of them.

6.3. If the nature of the business of the Lessee is such as to increase the Fire Insurance Liability of the Lessor, said increase will be paid by the Lessee in monthly installments.

6.4. Lessee will not keep or use any substance or material in or about the premises which may violate or endanger the validity of the insurance on said building or increase the hazard of the risk of fire, or which may prove offensive or annoying to other Lessees of the building.

6.5. HAZARDOUS AND TOXIC SUBSTANCES. Lessee 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, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (1 980), and as those terms are defined in any applicable state or local laws, or regulations. This includes but not limited to, oils, solvents, paints, containers, steel drums, and anything considered waste or trash. Lessee agrees to fully indemnify and hold Lessor harmless 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 termination of this Lease.

6.6. Lessee will not permit any nuisance in the demised premises. In view of the multi-Lessee concept of the entire building, Lessee shall not permit any noise, disturbance, or nuisance such as signs, equipment storage or dead vehicles (any vehicle parked for over 24 hours), which would be detrimental or annoying to neighbors, detract from the building, or hinder the maintenance of the building. The Lessee will have ten (10) days from notification of the nuisance to take corrective action after which time the Lessor will correct the nuisance at the Lessee's expense. In the instance of nuisance vehicles, Lessee will have two (2) days from notification to take corrective action.

6.7. Lessee will not park in front of another Lessee's overhead door. If, at some time. parking becomes a problem designated parking may become necessary. At such time, Lessee its employees, agents, contractors and invitees will use the parking space designated to Lessee by the Lessor and shall not use the parking spaces of the other Lessees without their expressed approval.

6.8. In units where heat is controlled by the Lessee, Lessee must keep unit heated to prevent freeze-ups and associated damages. The Lessee shall be responsible to Lessor, and/or other Lessees in the building, for reimbursement of expenses for any damages done due to above-mentioned freeze-up in the leased premises.

6.9 Lessee shall be responsible for all cost associated with the remediation of mold attributable to Lessee use of the premises.

7. INSURANCE INDEMNITY.

7.1. Liability Insurance. Lessee, at its sole expense, shall maintain bodily injury liability and property damage liability insurance, naming Lessor as an additional insured in connection with the use and condition of the premises in an amount not less than $500,000 combined single limit for bodily injury and property damage.

7.2. Fire and Extended Coverage. Lessor, at its sole expense, shall furnish and maintain fire and hazard insurance on the real premises. Lessee shall be liable for fire and hazard insurance on its own personal property.

7.3. Insurance Policies. Insurance purchased by Lessee shall not be cancelable or subject to reduction of coverage or other modification except after thirty (30) calendar days written notice to Lessor. Lessee shall deliver to Lessor certificates evidencing such insurance. At least ten (10) calendar days prior to the expiration of such policies, Lessee shall furnish Lessor with renewals or binders thereof.

7.4. If Lessee fails to provide the above, described insurance or fails to provide evidence thereof, Lessor may order such insurance and charge the cost thereof to Lessee.

7.5. Indemnity. Lessee shall indemnify and hold Lessor harmless against any and all claims arising from Lessee's use of the premises, the conduct of Lessee's business, or from any activity, work or things done, permitted or suffered by Lessee or any of Lessee's agents, contractors or employees, on or about the premises, and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim.

7.6. Waiver. Lessor shall not be liable for loss or damage to Lessee's property. Lessee assumes all risk of damage to property or injury to persons, in, upon or about the premises arising from any cause and Lessee waives all claims in respect thereof against Lessor or Agent.

## 8. ASSIGNMENT OR SUBLEASE

Lessee shall not assign, mortgage, pledge, hypothecate or otherwise encumber this lease, or any interest herein or any right or privilege appurtenant thereto, without the express prior written consent of Lessor. Lessee may not sublet all or any portion of the leased premises without the prior written consent of Lessor. Lessee shall not be relived of any obligations hereunder by reason of any sublease of all or any part of the leased premises. Any assignment or sublease made in violation of this paragraph shall be void.

8.1 Compliance with law. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and/or federal authorities now in force, or that may hereafter be in force, pertaining to the leased premises, occasioned by, or affecting the use by the Lessee.

8.2 Heirs, Assigns and Successors. This lease is binging upon and inures to the benefit of the heirs, assigns and successors in interest to the Parties.

8.3 Severability. In the event any one or more of the provisions in the lease for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this lease and this lease shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

8.4 Governing Law, Jurisdiction and Venue. This lease shall be governed, interpreted, and construed in accordance with the internal laws of the state of Alaska, without regard to its choice of law provisions. Jurisdiction and venue shall lie exclusively in the courts for the state of Alaska, Third Judicial District, at Anchorage, Alaska, or in the Federal District Court for the District of Alaska at Anchorage, unless a non-waivable state of federal law should require to the contrary.

8.5 Entire Agreement. The Parties acknowledge and agree that this agreement expresses their entire understanding and agreement, and there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this agreement. The Parties further acknowledge that this agreement supersedes, terminates and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between the Lessor and Lessee with respect to the matters expressly set forth in this agreement.

9. LESSOR REPAIRS

In the absence of damage or destruction attributable to Lessee, Lessor shall at its own cost and expense maintain only the roof, foundation, exterior walls, Lessor shall at its own cost and expense maintain only the roof, foundation, exterior walls. Lessee shall immediately give Lessor written notice of defect or need for repairs to the roof, foundation and/or exterior walls, after which Lessor shall have reasonable opportunity to repair it or cure such defect. Lessor's liability hereunder shall be limited to the cost of such repairs or curing such defects.

10. LESSEE REPAIRS.

Lessee shall at its own cost and expense maintain and repair or replace all other parts of the premises, that are for its use only, including but not limited to windows, glass and plate glass, all window sash, casement or frames, pedestrian doors and overhead doors and door frames, locks and closing devices, any special store front, interior walls, finish work and insulation, floors and floor covering, unit heaters, sprinkler systems, if any, dock boards, utility meters, plumbing work and fixtures, electrical wiring, panels and lighting fixtures and bulbs. Lessee- shall repair and pay for any damage caused by the negligence of Lessee, or its employees. Agents, contractors, or invitees or caused by Lessee's default hereunder.

11. ALTERATIONS.

11.1. Lessee agrees that, before any changes, additions or alterations are made to floors, walls or ceilings in the premises, it will provide the Lessor with building plans for the work being done. Failure to comply with this stipulation shall be considered an intentional default by the Lessee.

11.2. The Lessor shall have the right to enter the premises, during normal business hours, to examine and inspect the same, or to make such repairs, additions, or alterations as it may deem necessary or proper for the safety, improvement or preservation thereof, and shall at all times have the right, at its election, to make such alterations or changes to other portions of said building as it may from time to time deem necessary and desirable.

11.3. Lessee is particularly cautioned that attachment to trusses and walls may weaken these structural members and it is imperative that the Lessee shall make no alterations in or additions to the premises without first obtaining the written consent of Lessor, and all additions or improvements made by the Lessee (except only movable office furniture) shall be deemed a part of the premises and permanent structure thereon and shall remain upon and be surrendered with the premises as a part thereof at the end of said term, by lapse of time, or otherwise; provided, however, Lessor may require Lessee to remove any or all additions or improvements. Lessee agrees that after said removal, the premises will be in as good condition as when the Lessee obtained the same at the commencement of said term, excepting only ordinary wear and tear.

11.4. The Lessee shall not attach, letter or paint any signs to or upon the premises, or place any lettering on windows, unless such signs and lettering are approved by the Lessor in writing. A sketch of desired signs and method of attachment to the building will be presented to the Lessor before installation, complete with dimensions. The background color on said signs shall be harmonious with the building colors. Sizes of signs will vary according to the type of unit Lessee is to occupy but must fit the panel area above the unit windows and/or entry door for

ground floor office spaces or warehouses. For combination units, the Lessor will inform Lessee of acceptable sizes and the proper area for sign installation. At the termination of the lease, the Lessee will remove all signs and lettering without injury or damage to the said premises.

11.5. Lessee agrees to pay 100% for an individual sign for an external building directory if one shall exist and if one is desired. The sign to be made to the Lessor's specifications and to become the property of Lessee upon termination of the lease.

12. BANKRUPTCY.

In the event of a petition in bankruptcy or for an arrangement with creditors or any other petition for the relief of debtors under the Acts of Congress relating to bankruptcy be filed by the Lessee in any court of competent jurisdiction, or in event the Lessee shall make an assignment for the benefit of creditors, or apply for the appointment of a receiver, trustee, custodian, or other conservator for its assets, this lease shall thereby be automatically terminated without Lessor being required to take any action whatsoever. Should an involuntary petition in bankruptcy, or a petition for other relief under the Acts of Congress relating to bankruptcy be filed against Lessee, or should the Lessee suffer the appointment of a receiver, trustee, or other custodian or conservator of its assets, then and in that event Lessee shall have thirty (30) calendar days after the filing of such petition or appointment of such conservator in which to secure the dismissal of said petition and discharge of such receiver, trustee, custodian or conservator and if such dismissal and discharge be not effected by Lessee within said period of thirty (30) calendar days, this lease shall then stand terminated without further steps or action being taken by Lessor. In event this lease shall be terminated pursuant to this clause, the Lessor shall have the right to immediately enter upon and take possession of the premises and upon such termination; Lessee shall have no further interest in the premises. The provisions of this paragraph shall be controlling in the instance herein described and provided, notwithstanding any provisions elsewhere contained in this lease, which provide for notice by Lessor and allowing time for curing defaults by Lessees.

13. DEFAULT.

13.1. Lessee agrees to pay the rent herein reserved at the times and in the manner aforesaid and should said rent herein provided remain unpaid five calendar days after it shall become due, the Lessee will be considered in default.

13.2. The Lessee agrees to observe and perform the conditions and agreements herein set forth and breach thereof shall be treated as an intentional default.

13.3. If Lessee shall abandon or vacate said premises before the end of the term of this lease it shall be considered an intentional default.

13.4. Upon default by the Lessee, the Lessor shall have the option and privileges as follows:

13.5. To re-enter upon the premises and take charge thereof and terminate this lease without process of law and remove Lessee's property without prejudice to any claim for rent or for breach of covenants hereof, or without being guilty of any manner of trespass or forcible entry or detainer. Cost of removal and storage of Lessee's property will be at Lessee's expense.

13.6. Upon five (5) days written notice to Lessee, Lessee shall quit and surrender the premises to the Lessor, but Lessee shall remain liable as herein provided.

13.7. To re-enter the premises as provided in 13.5 above but not terminating the lease, subletting and holding Lessee liable for any loss of rent, charges and damages not recovered from the any subsequent Lessee.

13.8. The balance of the rental for the entire lease can be accelerated with the full amount becoming due and payable upon default at the option of the Lessor.

13.9. The Lessee agrees that in case of default he pledges with and assigns unto the Lessor all of Lessee's furniture and fixtures, goods and chattels in the premises as security for any payment due Lessor and agrees to pay all costs including attorney's fees incurred by Lessor in disposing of the Lessee's property.

13.10 If Lessor employs a collection agency to recover delinquent charges, Lessee agrees to pay all collection agency fees charged to Lessor in addition to rent, late charges, interest and other sums payable under this lease.

13.11 In the event of default by lessee, the Lessor/landlord will not remove from the premises or take possession of marijuana, and AMCO enforcement will be notified immediately by lessor.

14. SURRENDER OF POSSESSION.

14.1. The Lessee agrees to deliver up and surrender to the Lessor, possession of said premises at the expiration of this lease, by lapse of time or otherwise, in as good repair as when the Lessee obtained the same at the commencement of said term, excepting only ordinary wear and tear (excessive carpet wear as a result of the failure of the Lessee to use chair mats under desk chairs is not considered to be ordinary wear, and the Lessee will be held responsible for any damage to, and resulting replacement of, carpet so damaged). Also excepted is damage by the elements (occurring without the fault of the Lessee or other persons permitted by the Lessee to occupy or enter the premises or any part thereof), or by act of God, or by insurrection, riot, invasion or commotion, or of military or usurped power.

14.2. If, at the expiration of the lease term, the premises are not in as good repair as when obtained, exceptions noted, Lessee will be responsible for rent until such time as any necessary repairs are made.

15. FIRE CLAUSE.

That upon the performance by the Lessee of all the covenants and agreements herein above set forth, in case the premises, or any part thereof, shall at any time be destroyed or so damaged by fire or other elements as to be unfit for occupancy or use by the Lessee, then, and in that event, the Lessor shall have the option to (1) terminate this lease, (2) repair and rebuild the premises, remitting rents hereby reserved, or a fair or just portion thereof, according to the damage sustained, until the premises are reinstated and made fit for occupancy and use, and in the event the Lessor elects to exercise the option to repair and rebuild, the same shall be done and completed within a reasonable time.

16. ACCEPTANCE OF PREMISES BY LESSEE.

The taking possession of said premises by the Lessee shall be conclusive evidence as against the Lessee that said premises were in good and satisfactory condition when possession of the same was taken.

17. WAIVER.

No failure by Lessor to enforce any provision or term of this lease shall be deemed to be a waiver unless done so in writing.

18. AMENDMENT OR MODIFICATION.

The Lessee acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except such as are expressed herein and that no amendment or modification of this lease shall be valid or binding unless expressed in writing and executed by the Parties hereto in the same manner as the execution of this lease.

19. PAYMENTS AFTER TERMINATION.

No payments or money by the Lessee to the Lessor after the termination of this lease, in any manner, or after the giving of any notice (other than a demand for the payment of money) by the Lessor to the Lessee, shall reinstate, continue or extend the term of this lease or affect any notice given to the Lessee prior to the payment of such money, it being agreed that after the service of notice of the commencement of a suit or after the final judgment granting the Lessor possession of the premises, the Lessor may receive and collect any sums of rent due, under the terms of this lease, and the payment of such sums of money, whether as rent or otherwise, shall not waive said notice, or in any manner affect any pending suit or any judgment theretofore obtained.

20. HOLDING AFTER TERMINATION.

It is mutually agreed that if, after the expiration of this lease, the Lessee shall remain in possession of said premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the rental payable for the last month of the term of this lease, plus 25% of such amount, payable in advance on the same day of each month as above provided, all other terms and conditions of this lease remain the same, except that thirty (30) calendar days written notice must be provided to the Lessor or Lessee by the other party before terminating a month to month contract. Thirty (30) days written notice must be given by the Lessor of any changes in rental rate. However, the preceding shall not be construed as Lessors permission for Lessee to holdover under such tenancy.

21. RULES AND REGULATIONS.

Lessee agrees to comply with the following rules and regulations; failure to comply shall be deemed an intentional default:

21.1. Lessee will use the premises as described in Article 6.1 and for no other purpose. Lessee will not sublet the premises or any part thereof nor assign this lease, nor change the original agreed upon use of the premises without the written consent of the Lessor. Any sublease requests will be made in writing to the Lessor.

21.2. The sidewalks, entries, passages and building exteriors shall not be obstructed by the Lessee, employees, agents, contractors, or invitees, or used by them for any purpose other than ingress and egress to and from their space.

21.3. No equipment or article, the weight of which may constitute a hazard or danger to the building or its equipment, shall be moved into the premises.

21.4. No persons shall waste water by tying back or wedging the faucets, or in any other manner. Water fixtures shall not be used for any other purpose than that for which the same were intended, and any damage resulting to the same for misuse on the part of the Lessee, its agents, employees, contractors or invitees shall be paid for by the Lessee.

21.5. No animals shall be allowed in the building without the prior written consent of the Lessor.

21.6. No additional lock or locks shall be placed by the Lessee on any door in the building, or any Existing locks re-keyed, unless written consent of the Lessor shall first have been obtained. The Lessor will furnish a reasonable number of keys to the premises, and neither the Lessee, its agents nor employees shall have any

duplicate keys made. At the termination of this tenancy, the Lessee shall promptly return all keys to the building. A charge of $25 will be made for each key not returned. In the event Lessee installs an extra lock or burglar alarm, necessary keys will be furnished the Lessor so that he can gain entrance to the premises in case of emergency.

21.7. The Lessee, before closing and leaving the premises at any time, shall see that all windows and doors are closed, in order to avoid damage from fire, storm or freezing.

21.8. Any painting or decorating as may be agreed to be done by and at the expense of the Lessor shall be done during regular working hours; should the Lessee desire such work done on Sundays, holidays or outside of regular working hours, the Lessee shall pay for the extra cost thereof.

21.9. The Lessee shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into the walls, ceilings, partitions or floors in such a manner that would severely deface or weaken the structure of the premises of the building. The Lessee shall pay for any defacement, damage or injury caused by the Lessee, its employees, agents, contractors, or invitees.

21.10. The Lessor shall have the right by itself or agents, to enter the premises during normal business hours to inspect and examine the same, and to show the same to persons wishing to lease them and may at any time within fifteen calendar days next preceding the termination of this lease, place upon the doors and windows of the premises the notice "FOR RENT", which said notice shall not be removed by the Lessee.

21.11. No property, "dead" vehicles (any vehicle parked for over 24 hours), or equipment of the Lessee or in the Lessee's custody shall be stored outside the Lessee's unit without the express written permission of the Lessor. At such time this permission might be granted, Lessor will designate the storage area, and storage rates will be established.

21.12. All liability for any damage in Lessee's unit or in neighboring units that is due to the nature of the Lessee's occupancy or from forced entry, shall be the responsibility of the Lessee.

21.13. The Lessor reserves the right to make any other such further reasonable rules and regulations as in judgment may from time to time be needful and desirable for the safety, care, and cleanliness. of the premises and for the preservation of good order therein.

22. NOTICE.
All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, or within five (5) calendar days after deposited in the United States mail, postage prepaid and certified, addressed as follows:

To the LESSOR at:

8061 Downhill Circle, Anchorage, AK 99507

To the LESSEE at:

_____

_____

Either party hereto may change the address to which it receives written notices by so notifying the other party hereto in writing.

23. ESTOPPEL CERTIFICATE BY LESSEE.

The Lessee agrees that from time to time upon not less than ten (10) calendar days prior request by the Lessor, the Lessee will deliver to the Lessor a statement in writing certifying (a) that this lease is unmodified and in full force and effect or if there have been any modifications that the same is in full force and effect as modified and identifying the modifications, (b) the dates to which the rent and other charges have been paid, and (c) that, so far as the person making the certificate knows, the Lessor is not in default under any provision of this lease.

24. CONDEMNATION.
If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease on the part so taken from the day that possession of that part shall be required for any purpose, and the rent shall be paid up to that day, and if such portion of the demised premises is so taken as to destroy the usefulness of the premises for the purpose for which the premises were leased, then, from that day, the Lessee shall have the right either to terminate this lease and declare the same null and void or continue in the possession of the remainder of the same under the terms herein provided, except that the minimum rent shall be reduced in proportion to the amount of the premises taken. All damages awarded for such taking shall be awarded as compensation for diminution in value to the leasehold, provided, however, that the Lessor shall not be entitled to any portion of the award made to the Lessor ownership interest in the premises for Lessee's furnishings or Lessee's business relocation expenses.

25. SUBORDINATION OF LEASE.

This lease and the rights of the Lessee under this lease shall be, and are subject and subordinate at all times, to the lien of any first mortgage or mortgages now or hereafter in force against the premise, and to all advances made or hereafter to be made upon the security thereof, provided, however, that so long as Lessee shall not be in default under this lease its right of possession and enjoyment of the premises shall be and remain undisturbed and unaffected by any such mortgage or mortgages. Although such subordination shall be self-operative, the Lessee shall execute such further instruments confirming such subordination as may be requested by the Lessor. The Lessee hereby irrevocably appoints the Lessor as attorney-in-fact for the Lessee with full power and authority to execute and deliver in the name of the Lessee any such instrument or instruments. If any such mortgage shall be foreclosed, the Lessee will attorn to the purchaser at any foreclosure sale thereunder and will execute such instruments as may be necessary or appropriate to evidence such attornment.

26. SECURITY DEPOSIT REFUND.

In order for the security deposit to be returned in full, at such time as when this lease is terminated or when the Lessee surrenders possession of their unit to the Lessor, the following must be done. This includes but is not limited to:

26.1. Carpets and or floors must be cleaned.

26.2. Any damage to walls must be repaired and refinished to match. This includes painting, as necessary.

26.3. Temporary alterations must be removed, and area restored to its original condition.

26.4. Warehouse units must be swept out and any damage to walls repaired and finished to match. All work must be done in a workman like manner and to the satisfaction of the Lessor.

**LESSEE**

Jered Buss_____ Date 9/5/22

Patrick Reagan_____ Date 9/5/22

**LESSOR**

Jon Tone_____ Date 9/5/2022