COMMERCIAL LEASE

by and between

7317 OSH, LLC
("LANDLORD")

and

ENLIGHTEN ALASKA OLD SEWARD, LLC
("TENANT")

Effective Date: February 10, 2023

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COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("Agreement" or "Lease") is made and entered into this 10 day of February, 2023, by and between 7317 OSH, LLC, an Alaska limited liability company (together referred to as "Landlord") and ENLIGHTEN ALASKA OLD SEWARD, LLC, an Alaska limited liability company ("Tenant").

AGREEMENT

THEREFORE, for good and valuable consideration stated herein which are incorporated into this Lease, the parties agree as follows:

Section 1. **Premises.** Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the property located at 7317 Old Seward Highway, Anchorage, Alaska, 99518 and legally described in Exhibit A (hereinafter the "Premises"). The Premises include the improvements on the property as defined as follows and shown on Exhibit B:

> The Improvements on Lot 3 include, but may not be limited to pavement and an approximately 7,900 square foot two story multi-use sales/warehouse building (the "Building").
>
> The Improvements on Lot 4 include, but may not be limited to, pavement.
>
> The Premises include the Improvements.

Section 2. **Use of Premises.**

2.01 Permitted Use. Tenant shall use the Premises only for the operation of its licensed Cannabis use and storage, unless otherwise agreed to in writing by Landlord and Tenant. Tenant shall ensure that its business is operated in a manner that does not constitute a public or private nuisance.

2.02 Cannabis Consumption. There shall be no Cannabis consumption on the Premises, by the Tenant or any of the Tenant's invitees or customers, unless authorized by law and authorized by written consent of Landlord. If onsite Cannabis consumption is allowed in the Anchorage Municipality, Tenant shall provide a consumption plan to Landlord for review. Landlord shall, in its reasonabledicretion, approve or disapprove of the onsite consumption plan. If approved by Landlord, Tenant shall be responsible for making all improvements to the Premises to accommodate onsite consumption in accordance with state and municipal law, such improvements to be approved in advance and otherwise made as required under this Lease.

2.03 Compliance with Laws and Regulations. Tenant shall comply with all municipal, borough, state, federal or other governmental law, ordinance, rule or regulation regarding the Premises and Tenant's use of the Premises. Tenant agrees that Tenant, together with all other persons entering and/or occupying the Premises at Tenant's request or with Tenant's permission, will abide by, keep and observe all reasonable rules and regulations which Landlord may make from time to time for the management, safety, care and

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cleanliness of the Premises, and the preservation of good order therein. Landlord shall provide any rules or regulations it makes and any updates or amendments to said rules or regulations to Tenant in writing, and Tenant shall have reasonable time to implement any changes to its operations to come into compliance with any noticed rules or regulatons made or implemented by Landlord. The violation of any such rules and regulations shall be deemed a breach of the Lease by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims for damage or injury to any person or property arising from Tenant's unpermitted use of the Premises or failure to comply will all applicable laws, rules and regulations.

Section 3. Term and Options.

3.01 Term. The initial lease term shall be ten (10) years beginning on the Rent Commencement Date, unless earlier terminated under this Lease (the "Initial Term").

3.02 Option to Extend. Tenant may extend this Lease two (2) times for a period of five (5) years each (the "Extended Term"), beginning immediately after the Initial Term or first extended term, upon the same terms and conditions of the Lease, except that:

(a) The Term shall be extended as stated above;

(b) The Rent shall be adjusted to fair market rent as set forth below, and in no event shall the annual rental rate be reduced;

(c) The provisions for tenant improvement allowances shall be deleted; and,

(d) The current applicable Option shall be deleted.

To exercise the option to extend, Tenant must (i) not be in default at the time it exercises the option to extend, and (ii) give written notice to Landlord that Tenant is exercising its option to extend at least one hundred eighty days (180) days before the Initial Term ends. The Initial Term and the Extended Term are referred to as the "Term."

3.03 Failure to Obtain License. In the event that Tenant, despite commercially reasonable efforts, is unable to obtain a state license and local use permit to operate its intended Cannabis business on the Premises within twelve (12) months of mutual execution of this Lease, Tenant or Landlord shall have the right to terminate this Lease. The first and last month's rent, paid to Landlord at execution of this Lease, shall be retained by Landlord. Tenant shall be released from the remainder of the Lease Term, but not released from any damages caused by Tenant during any period of Occupancy.

Section 4. Commencement of Term

4.01 Occupancy Date. Landlord shall deliver possession of the Premises and Tenant shall be permitted to take possession of the Premises Ninety-Five (95) Days after Landlord's receipt of: this signed Lease, check for first and last month's rent and certificate of insurance for the Premises, and written request from Tenant to begin Occupancy at least one hundred and twenty (120) days before the potential Occupancy Date and then Landlord will provide a scheduled Occupancy Date, unless otherwise agreed to in writing by

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Landlord and Tenant ("Occupancy Date"), for the purposes of commencing Tenant Improvements. Tenant shall be subject to all terms of this Lease upon the Occupancy Date. Tenant acknowledges that the current tenant of the Premises must be given ninety (90) days notice in order to terminate the existing lease and that Tenant may not begin its occupancy until after the existing tenant moves out of the Premises.

4.02 Rent Commencement Date. The "Rent Commencement Date" as used in this Lease shall commence one hundred and eighty (180) days after the Occupancy Date or the date that Tenant opens for business, whichever is earlier.

4.03 Partial Rent Month. In the event the application of the foregoing commencement provision results in a Rent Commencement Date other than the first day of a calendar month, the rent shall be immediately paid for such initial fractional month pro-rated on the basis of the actual days of that month and the term of the Lease shall commence on the first day of the calendar month next succeeding. Tenant shall, upon request by Landlord, execute and deliver to Landlord a written declaration, in recordable form, expressing the commencement and termination dates hereof and certifying the Lease is in full force and effect and there are no defenses or offsets thereto, or stating those claimed by Tenant.

4.04 Lease Year. The term "Lease Year" as used herein shall mean each calendar year consisting of the twelve (12) consecutive calendar month period beginning January 1 and ending December 31 during the term of this Lease. If the Rent Commencement Date of this Lease is a date other than January 1, or if the Expiration Date of the initial term of this Lease, or any renewals thereof, is a date other than December 31, then the period from the Rent Commencement Date to the next succeeding December 31, and the period from January 1 immediately preceding the Expiration Date to the Expiration Date shall be called "Fractional Lease Years".

4.05 Holdover. If the Tenant shall holdover after the expiration of this Lease term, or any extension thereof, such tenancy shall be from month-to-month and subject to all the terms, covenants and conditions of this Lease except that the rent for each holdover month or part thereof will, after written notice to Tenant, be one hundred fifty (150%) of the monthly minimum rent provided herein for the last month of the term of this Lease.

4.06 Surrender of Possession. On the last day of the term demised, or on the sooner termination thereof, Tenant shall peaceably and quietly leave, surrender and yield up unto Landlord, the Premises, in the condition specified in Section 8.05 and Exhibit C-1 of this Lease, ordinary wear and tear excepted, together with all alterations, additions and improvements which may have been made upon the premises, except unattached movable furniture or unattached movable trade fixtures put in at the expense of Tenant. Tenant, on or before said date, shall remove all property from the Premises, and all property not so removed shall be deemed abandoned by Tenant.

4.07 Possession. If Landlord is unable to give possession of the Premises on the date for the commencement of the demised term, by reason of the holding over of a tenant in possession thereof, or for any other cause beyond the Landlord's control, this Lease and all its provisions, including the date herein fixed for expiration of the leased term, shall nevertheless continue in full force and effect, except that in said event:

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(a) Landlord shall, at its sole expense, take such steps as may be reasonably necessary to recover possession of the Premises from such holdover tenant, and shall give the Tenant prompt written notice as soon as the Premises is ready for Tenant's occupancy or possession of said Premises has been recovered by Landlord;

(b) The Tenant's obligation to pay rent herein reserved shall not become effective until the fifteenth (15th) day ensuing after the giving by the Landlord to the Tenant herein of written notice provided for in the preceding clause hereof; or,

(c) Landlord may terminate this Lease prior to the Occupancy Date; and

(d) Upon mutual execution of this Lease, Tenant shall be allowed to intiate its application for a marijuana retail license.

4.08 Possession Prior to Term of Lease. If permission be given, by the Landlord to the Tenant, to enter into possession of the Premises, prior to the Rent Commencement Date, such occupancy by the Tenant shall be deemed to be that of a tenant under all the terms, covenants and conditions of this Lease, except as to the covenant to pay rent.

Section 5. Rent.

5.01 Minimum Rent. Tenant promises and agrees to pay monthly rent ("Rent") to the order of Landlord, c/o Cange Group, LLC at P.O. Box 242263, Anchorage, Alaska, 99524 (or at such other address as Landlord shall from time to time designate in writing to Tenant), in advance, on the first day of each calendar month during the term hereof, as follows:

Lease Period	Monthly Rent
Year 1-2	$13,250.00
Year 3-4	$13,912.50
Year 5-6	$14,608.13
Year 7-8	$15,338.53
Year 9-10	$16,105.46

5.02 Percentage Rent. In addition to the Minimum Rent provided for in 5.01, and as well as all other sums required to be paid by Tenant to Landlord under the terms of this Lease; Tenant shall pay Landlord percentage rent (hereinafter called "Percentage Rent") for each Lease Year or Fractional Lease Year during the term hereof and any renewals or extensions. The Percentage Rent shall be an amount equal to the percentage set forth below of Tenant's total Gross Sales (as defined herein) during the applicable Lease Year or Fractional Lease Year, as the case may be, as set forth below:

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Year 1	Unnatural Breakpoint	Percentage Rent
	$4,000,000 or less	Included in Minimum Rent ("Percentage Rent Base")
	$4,000,001 - $5,000,000	5%
	$5,000,001 - $6,000,000	4.5%
	$6,000,001 - $6,500,000	4.0%
	$6,500,001 - $7,000,000	3.5%
	$7,000,001+	3.0%
Years 2-10	Each unnatural breakpoint increases 5% every other year (years 3, 5, 7, and 9).	

(a) Percentage Rent shall be payable in quarterly installments within fifteen (15) days following each Percentage Rent Quarter and the amount of such quarterly installment of Percentage Rent shall be equal to the amount, if any, by which the Percentage Rent Rate of Tenant's Gross Sales for the immediately preceding Percentage Rent Quarter exceeds one-fourth of the Percentage Rent Base.

(b) As used herein, the term Percentage Rent Quarter shall mean each calendar quarter starting with the calendar quarter that ends three months or less from the Rent Commencement Date. For "Fractional Lease Years' 'the Percentage Rent shall be computed by first multiplying the Percentage Rent Base by a fraction, the numerator of which shall be the number of calendar days in that portion of the calendar year from the Rent Commencement Date to the next succeeding December 31, or from the preceding January 1 to the Expiration Date of the Lease term, as the case may be, and the denominator of which in each case shall be 365 (the product of which shall be herein referred to as the "Adjusted Percentage Rent Base") and then multiplying the amount of Gross Sales for such Fractional Lease Year as exceeds in each case, the Adjusted Percentage Rent Base, by the Percentage Rent Rate. For Fractional Lease Years, Tenant's calendar quarter installment of Percentage Rent shall be equal to the amount, if any, by which the Percentage Rent Rate of Tenant's Gross Sales for the immediately preceding Percentage Rent Quarter exceeds one-fourth of the Adjusted Percentage Rent Base.

(c) Each Lease Year or Fractional Lease Year, during the term hereof, shall be considered as an independent accounting period for the purpose of computing and determining the amount of Percentage Rent, if any, payable hereunder, it being intended that the amount

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of Gross Sales in any one Lease Year or Fractional Lease Year shall not be carried over into any other Lease Year or Fractional Lease Year.

(d) In the event the aggregate of the quarterly installments of Percentage Rent paid in respect of any Lease Year or Fractional Lease Year shall be less than the Percentage Rent payable for such Lease Year or Fractional Lease Year as shown by the certified statement to be submitted by Tenant pursuant to Section 7.6 hereof, Tenant shall, with the delivery of such statement, pay to Landlord the amount of the deficiency.

(e) Conversely, if the aggregate of the quarterly installments of Percentage Rent paid in respect of any Lease Year or Fractional Lease Year shall exceed the Percentage Rent shown by such certified statement, then the amount of such excess shall be credited against current or past due installment or installments of Minimum Annual Rent due hereunder, or, at the option of Landlord refunded to Tenant.

(f) As used herein, the term "Gross Sales" shall be construed as the dollar aggregate of the following: Gross Sales shall mean annual retail sales that occur on the Premises through Tenant's point of sale system for products sold from Tenant directly to retail customers, minus the applicable Municipality of Anchorage Marijuana Sales Tax (or future Hemp/Cannabinoid Muni Sales Tax), minus any general or marijuana specific State Sales Tax (if ever applicable); minus any refunds or returns from customers.

(g) Tenant shall submit to the Landlord on or before the tenth (10th) day following the end of each calendar month (including the tenth (10th) day of the calendar month next following the Expiration Date of the Lease term), a written statement, executed and certified to be true and correct by Tenant's authorized persons or officers, as the case may be, showing the amount of Gross Sales made on, in, at or arising out of the Premises during the preceding calendar month. The remittance of any installment of Percentage Rent due shall be made on a calendar quarter basis, as more fully set forth in this Article.

(h) In addition to the foregoing, Tenant shall submit to Landlord, on or before the thirtieth (30th) day following the end of each Lease Year or Fractional Lease Year, a written annual statement, executed and certified to be true and correct by Tenant's authorized persons or officers or a certification by Tenant's Certified Public Accountant, indicating the amount of Gross Sales made on, in, at or arising out of the Premises during the preceding Lease Year or Fractional Lease Year. Said annual statement shall set forth with reasonable detail and particulars, the Tenant's Gross Sales for such Lease Year or Fractional Lease Year, and the Percentage Rent payable therefore, and shall be accompanied by any payment of Percentage Rent which may then be due, including, but not limited to, any necessary adjustments to prior calendar quarter payments of Percentage Rents.

(i) The annual and monthly Gross Sales statements referred to above shall derived directly from Tenant's point of sale system (Green Bits) and shall contain such details and breakdowns as Landlord may reasonably require.

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(j) The acceptance by the Landlord of payments of Percentage Rent or Gross Sales reports pertaining thereto shall be without prejudice and shall in no case constitute a waiver of Landlord's right to examination of Tenant's books and records of its Gross Sales and inventories of merchandise as hereinafter provided.

(k) The annual statements provided for in Section 5.02 shall be accompanied by a signed opinion stating specifically that Tenant's authorized persons or officers or Tenant's Certified Public Accountant certifying such statement has read the definition of "Gross Sales" contained in this Lease, that he has examined the report of Gross Sales of such Lease Year or Fractional Lease Year as the case may be, that his examination included such tests of Tenant's books and records as he considered necessary under the circumstances, and that such report accurately presents the Gross Sales of such Lease Year or Fractional Lease Year. Landlord agrees to keep any information obtained pursuant to Article 7 as confidential, except that Landlord shall be permitted to divulge the contents thereof, if such disclosure is in connection with any financing arrangements or sales or assignments of Landlord's interest in the Property, the Building, the Premises, or any portion thereof, or in connection with any arbitration, administrative, judicial or quasi-judicial proceedings in which the Landlord is involved. In the event the Tenant shall be delinquent in furnishing Landlord with an annual monthly Gross Sales statement, Landlord, after ten (10) business days prior written notice to Tenant shall have the right, but shall not be required to conduct an examination or audit of Tenant's point of sale and/or Metre records, with the cost thereof, together with any changes occasioned thereby, to be the obligation of Tenant and to be paid to landlord as Additional Rent upon demand.

5.03 Fair Market Rent During Extended Term.

(a) In the event Tenant timely elects to exercise its Option to extend the term of this Lease, Tenant shall, with its written notice state its position on fair market rent for the first year of the Option Term. Landlord, within thirty (30) days of the receipt of Tenant's written offer shall, by written notice to Tenant, accept Tenant's offer or state Landlord's position on the rental to be paid by Tenant. In no event shall the rental rate decrease from the rental rate during the Initial Term or increase more than six and one-half percent (6.5%) of the rental rate of the preceding year of the previous unexpired Term.

(b) In the event the parties are unable to agree upon the rental for the option term within ninety (90) days of Tenant's initial written offer, Landlord and Tenant shall agree upon an appraiser, who shall determine the fair market rental value of the Leased Premises, which shall not be less than Tenant's written offer, nor more than stated in Landlord's written notice. The parties shall equally divide the cost of such appraisal. If the parties are unable to agree upon an appraiser, then each party shall hire its own appraiser at its own cost, who shall produce a limited appraisal within forty-five (45) days of the assignment. All appraiser(s) selected shall be instructed to set rent in accordance with the following definition of fair market rent:

(c) Fair market rent shall be the rental income that a property would most likely command in an open market. In selecting and adjusting comparable leases, the appraisers shall: (i) select comparable data prevailing for similar quality space within a three (3) mile

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radius of the subject property, with similar amenities and level of tenant improvements (disregarding which party paid for the improvements), and similar service levels; (ii) consider the terms and conditions of the Lease, including adjustments for load factors to compare rentable and usable space; and (iii) disregard tenant improvement allowances and broker commissions.

(d) If the parties are unable to agree upon Option Rent after review of the two (2) appraisal results, then the two (2) appraisers shall elect a third appraiser, who will review the appraisals, and without undertaking his or her own appraisal, shall select one appraisal as the one most reflective of fair market rent considering these instructions. The party whose appraisal was not selected shall pay the fees of the third appraiser. Such decision shall be binding upon the parties as an arbitration award enforceable as such as allowed under applicable Alaska law.

(e) All appraisers selected shall be members of the American Institute of Real Estate Appraisers, with at least five (5) years of experience in Anchorage area commercial real estate.

5.04 Rent for Partial Month. If the Term does not begin on the first day or end on the last day of a month, the Rent for that partial month shall be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month.

5.05 Late Fees and Interest. If Tenant fails to pay part or all of the Rent within ten (10) days of its due date, Tenant shall also pay a late charge equal to five percent (5%) of the Minimum Rent.

5.06 First and Last Month's Rent. Upon the execution of this Lease, Tenant shall pay Landlord the first full month's rent in the amount of $13,250.00 and the estimated Last Month's Rent in the amount of $16,105.46.

Section 6. Taxes.

6.01 Real Property Taxes and Assessments. Commencing on the Occupancy Date, and thereafter throughout the Term, Tenant shall pay to Landlord all of the Real Estate Taxes assessed against the Premises. As used herein, the term "Real Estate Taxes" shall mean any form of tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any governmental authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage, business improvement or other improvement district thereof, levied against any legal or equitable interest of Landlord in the Premises or any portion thereof.

6.02 Real Property Tax Payments. The Landlord shall provide Tenant with the amount of the Real Estate Taxes at least twenty (20) calendar days in advance of when such Real Estate Taxes must be paid by Landlord. Tenant shall pay all of the Real Estate Taxes on or before June 1st of each year or within ten (10) days of receipt of Landlord's notice, whichever is later.

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6.03 New Taxes. If at any time during the Term any new or additional taxes or any other taxes not existing on the effective date of this Lease are assessed against the Premises, or any improvement thereon, Tenant shall pay to the taxing authority or to Landlord as additional rent, not less than ten (10) days before they become delinquent, all of such new taxes.

6.04 Tax Contests. Nothing contained in this Lease shall prevent Tenant from contesting in good faith the validity or the amount of such real property taxes or assessments by appropriate proceedings commenced before such real property taxes or assessments become delinquent; provided, however, that Tenant shall not commence such proceedings without first giving written notice to Landlord of Tenant's intention to do so not less than ten (10) days before such real property taxes or assessments become delinquent. If Tenant commences any such proceeding, Tenant shall pay the tax or assessment when due regardless of the pending appeal; provided, however, if Tenant shall not be required to pay the tax or assessment if the taxing authority does not require payment while an appeal is pending. Tenant shall not be deemed in default under this Lease because of its failure to pay any property taxes or assessments when the taxes or assessments are subject to a pending appeal so long as the taxing authority does not require such payment. In no event, shall Tenant be relieved of its obligations to pay the tax or assessment prior to the tax or assessment becoming delinquent.

6.05 Installment Payments. If there is an option given to pay assessments or special assessments in installments, Tenant may elect to pay for such installments as shall accrue during the Term of this Lease. As to permitted installment payments for which at least the first installment fell due before commencement of the Term, Tenant shall pay all installments falling due during the Term.

Section 7. Utilities and Services.

Beginning on the Occupancy Date, Tenant shall directly contract for the provision of, and shall pay (before delinquency) for, all water and sewer, gas, heat, light, power, telephone, telecommunications, trash removal, janitorial services, snow removal and other utilities and services supplied to the Premises, together with any taxes thereon and hook-up or connection fees associated therewith. Without limiting the foregoing, all telecommunications services (voice, video and data) desired by Tenant shall be obtained at Tenant's sole cost and risk from providers and the appropriate governmental authorities to provide such services to the Premises. If utility companies install any items or do any alterations to the Premises, the utility must provide the proof of insurance and follow all construction rules as provided in Exhibit C-1.

Section 8. Repairs and Maintenance.

8.01 Premises Leased AS IS. Tenant is leasing the Premises AS IS and WITH ALL FAULTS. Tenant acknowledges that it has inspected the Premises as fully as it deems necessary, and that it accepts the Premises in their present condition, including any latent defects or deficiencies. Landlord shall not, except the Landlord obligations to provide certain improvements and Tenant Improvement Allowances as provided for in this Lease, be required to provided any other repairs, improvements or upgrades to the Premises or

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any part thereof at the commencement this Lease or at any time during the Term of this Lease.

8.02 Landlord Maintenance Obligation. Landlord shall be responsible for all structural maintenance, repair and replacement of the Building systems, roof structure, exterior walls, foundation and footings, and the Air Conditioning Unit located outside of the Building and currently existing suspended heating units located in the warehouse; any major repairs or upgrades to parking lots, including, if required by the Municipality of Anchorage, paving and striping of parking lots; Title 21 required landscaping installation; and any ADA required improvements, limited to the exterior of the Building only. If required by the Municipality of Anchorage, Landlord shall work in good faith with Tenant to enter into a shared parking agreement.

8.03 Tenant's Maintenance Obligation. Tenant shall be responsible for all maintenance and repair of the Premises not specifically allocated to Landlord above. Tenant shall be responsible for maintenance, repair and installation of any additional water heaters, additional AC units, or additional heating units desired by Tenant. Tenant shall at all times maintain the Premises in good condition and repair and shall maintain the exterior of the Premises free of rubbish, debris and snow. Tenant shall commit no waste of any kind in or about the Premises, and Tenant shall pay for all damage to the Premises caused by Tenant's misuse or neglect. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good condition and repair, ordinary wear and tear excepted.

8.04 Time for Repairs. Repairs or replacements required under these sections shall be commenced within ten (10) days after receiving notice or having actual knowledge of the need for a repair or replacement from Landlord or Tenant and diligently constructed to completion.

8.05 Surrendering the Premises. Upon the termination of the Lease as provided herein, Tenant shall surrender the Premises to Landlord in the same broom clean condition that the Premises were in on the Occupancy Date, ordinary wear and tear excepted. On surrender Tenant shall remove from the Premises its personal property, trade fixtures, and any alterations required to be removed under this Lease and repair any damage to the Premises caused by such removal. Any damage to the Premises caused by such removal that is not repaired by Tenant may be repaired by Landlord and the cost of such repair shall be paid by Tenant. Any items not removed by Tenant as required above shall be considered abandoned. Landlord may dispose of abandoned items as Landlord chooses and bill Tenant for the cost of their disposal, minus any revenues received by Landlord for their disposal. Nothing in this Lease shall relieve Tenant of any obligation or liability for removal of Hazardous Materials placed on the Premises during the term of the Lease, regardless of when such Hazardous Materials is discovered.

Section 9. Alterations.

9.01 Definitions. "Alterations" means alterations, additions, substitutions, installations, changes, and improvements of a structural nature in an amount of $15,000 or more. Landlord must still be informed and any contractor performing work need to follow all the

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Tenant Instruction Requirements set forth in Exhibit C-1 so that they can post a notice of non-responsibility – probably at least 10 days before.

9.02 Landlord Improvements. Landlord shall be responsible for all expenses and costs for site improvements to conform to Title 21; and any site improvements to meet the Americans with Disabilities Act requirements. Tenant Improvements. Tenant may complete the tenant improvements ("Tenant's Work") as shown on Exhibit C.

9.03 Consent. Tenant may make minor nonstructural alterations to the Premises without Landlord's consent. Tenant shall not make structural alterations or Alterations over $15,000 in value without Landlord's advance written consent. Landlord's consent shall not be unreasonably withheld or unduly delayed for nonstructural interior Alterations to the Building that do not adversely affect the Building's appearance, value, and structural strength. If, after seven (7) business days, Tenant has not received a response from Landlord regarding its request for approval for nonstructural interior Alterations, then Tenant shall deem said request approved by Landlord, as long as notice is provided in accordance with this lease. Landlord may post, within the Building and in conformance with the laws of the State of Alaska, Notices of Non-Responsibility advising all workers and suppliers that Landlord is in no way responsible for any improvements or alterations to the Premises. Once posted, Tenant shall ensure that such notices remain posted throughout the periods required by law.

9.04 Payment and Ownership of the Alterations. Alterations made under this paragraph shall be at Tenant's expense, unless otherwise provided for in this Lease to be paid by Landlord (excluding alterations under the tenant improvement reimbursement) or which are identified as Landlord Improvements. The Alterations shall belong to Landlord when this Lease and the last extension Term, if any, ends, except for those Alterations Landlord may elect to have Tenant remove at Tenant's expense. Nevertheless, Tenant may remove its trade fixtures, furniture, equipment, and other personal property if Tenant promptly repairs any damage caused by their removal. Any damage to the Premises caused by such removal that is not repaired by Tenant may be repaired by Landlord and the cost of such repair shall be paid by Tenant.

9.05 Quality of Alterations. Alterations shall be constructed in a good and workmanlike manner using good quality materials. Tenant shall secure any governmental permits, approvals or authorizations required in connection with any such work and shall ensure that the alterations comply with all insurance requirements, law and building codes.

9.06 Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from any and all liens liability, claims, costs, damages, and expenses (including attorneys' fees) for injury to or death of persons or loss of or damage to property arising by reason of such alterations

9.07 Removal of Alterations: Upon the termination of this Lease, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, remove any alterations, additions or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, at its sole cost and expense, repair any damage to the Premises caused by such removal.

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Section 10. Assignment and Subleasing.

10.01 Subleasing and Assignment. Tenant shall not sublease any portion of the Premises without Landlord's advance written consent. Tenant shall not transfer, mortgage, encumber, or assign this Lease without Landlord's advance written consent. Landlord's consent to any sublease or assignment shall not be unreasonably withheld or unduly delayed.

10.02 Conditions. If Tenant requests Landlord's consent to a proposed assignment or sublease, Tenant shall reimburse Landlord, if consent is given, for any reasonable legal fees or other expenses Landlord incurs in connection with such request. Tenant shall provide Landlord with financial statements for the proposed transferee and such other documents and information as Landlord may reasonably request. A sublease or assignment shall not relieve Tenant of its obligations under this Lease unless expressly provided in Landlord's consent. Subleases and Assignments by Tenant are subject to (a) the terms of this Lease; (b) the term shall not extend beyond the Lease Term; (c) consent to one sublease or assignment does not waive the consent requirement for future assignments, and (d) such other terms and conditions as may be determined by Landlord, in its sole, but reasonable, discretion.

10.03 Landlord Assignment; Transfer of Premises. Landlord may assign this Lease at any time during the term of the Lease subject to Landlord's assignee assuming Landlord's obligations. Such assignment shall terminate Landlord's obligations under this Lease. Tenant's consent shall not be required for any such assignment. Landlord shall provide Tenant with written notice of Landlord's assignment. Tenant shall execute any documents reasonably requested by Tenant related to the assignment of the Lease. Any voluntary transfer of the Premises by Landlord shall terminate Landlord's obligations under this Lease and Landlord's lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner.

Section 11. Insurance.

11.01 Liability Insurance. During the entire Term, and during any extension or holdover tenancy, Tenant shall keep in full force and effect a policy or policies of general liability insurance that includes bodily injury, property damage, and personal injury coverages acceptable to Landlord with respect to the Premises and the business operated by Tenant. The limits of such policy or policies shall be not less than Five Hundred Thousand ($500,000) per occurrence and One Million Dollars ($1,000,000) aggregate or such higher limits as Landlord may specify from time to time consistent with prudent business practice then prevailing in the State of Alaska; provided, however, that no such insurance coverage limit shall in any way limit Tenant's liability to Landlord under this Lease or be construed as a representation of sufficiency to fully protect Tenant or Landlord. The policy or policies purchased pursuant to this Section shall be issued by insurers licensed to do business in the State of Alaska and acceptable to Landlord, and shall name Landlord as additional insured with respect to the Premises and the business operated by Tenant on the Premises.

11.02 Fire and Casualty Insurance. During the term of this Lease, Landlord shall obtain and maintain insurance for loss or damage to the Premises, excluding flood and earthquake

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insurance. Tenant shall pay the cost of the Fire and Casualty Insurance. Landlord shall provide Tenant with the amount of the Fire and Casualty Insurance at least thirty (30) calendar days in advance of when such insurance must be paid by Landlord. Tenant shall pay the amount due for the Fire and Casualty Insurance within ten (10) days of receipt of Landlord's calculation.

If Tenant desires fire and casualty insurance coverage of Tenant's interest in the Premises and Tenant's personal property and fixtures and the personal property of others located on the Premises, Tenant shall be responsible for obtaining and maintaining such insurance coverage at Tenant's sole cost and expense.

Landlord may obtain flood or earthquake insurance for the Premises at any time and at its sole discretion. If Landlord obtains earthquake or flood insurance, the Landlord shall pay the premiums for the additional coverage.

11.03 Landlord's Rights Regarding Insurance.

(a) Certificates of Insurance. Within ten (10) days of the date of this Lease, Tenant shall provide Landlord with certificates of such insurance, which shall bear an endorsement that the same shall not be cancelled or changed except upon not less than thirty (30) days' prior written notice to Landlord.

(b) Additional Insurance. If, in the opinion of Landlord, the amount or scope of such coverage required herein is deemed inadequate at any time during the Term, Tenant shall increase such coverage to such reasonable amounts or scope as Landlord deems adequate.

(c) Primary Insurance. All insurance required in this section shall be primary and non-contributory.

(d) Maintenance of Insurance. If Tenant fails to maintain such insurance, Landlord may maintain the same on behalf of, and at the expense of, Tenant. Any premiums paid by Landlord shall be deemed additional rent and shall be due on the payment date of the next rent payment.

11.04 Waiver of Subrogation. Each party waives claims arising in any manner in its ("Injured Party's") favor and against the other party for loss or damage to Injured Party's property located within or constituting a part or all of the Premises. This waiver applies to the extent the loss or damage is covered by:

(a) the Injured Party's insurance; or

(b) the insurance the Injured Party is required to carry under Section 10, whichever is greater. The waiver also applies to each party's directors, officers, employees, shareholders, and agents. The waiver does not apply to claims caused by a party's willful misconduct.

Each party shall cause its insurance carrier to consent to such waiver of the rights of subrogation against the other party. Notwithstanding the foregoing, no such

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release shall be effective unless the aforesaid insurance policy or policies shall expressly permit such a release or contain a waiver of the carrier's right to be subrogated.

11.05 Notice of Damage. Tenant shall give actual notice to Landlord within three (3) working days in case of fire or accidents in the Premises and of any defects therein or in any fixtures or equipment.

Section 12. Indemnification by Tenant.

12.01 Indemnification. Tenant shall defend, indemnify, and hold Landlord, Landlord's affiliates, Lenders, and the officers, directors, shareholders, partners, employees, managers, independent contractors, attorneys, and agents of the foregoing ("Landlord Entities") harmless from and against any and all claims arising from (1) Tenant or its officers, agents, contractors, customers, employees, guests, invitees, visitors, sublessees or any other person claiming by, through or under Tenant use or occupation of the Premises, or from the conduct of Tenant's business, or from any activity, work or things done, permitted or suffered by Tenant or its officers, agents, contractors, customers, employees, guests, invitees, visitors, sublessees in or about the Premises or elsewhere; (2) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (3) any conduct of Tenant, or any of Tenant's officers, agents, contractors, customers, employees, guests, invitees, visitors, sublessees, or any person claiming by, through or under Tenant; and (4) any accident, injury or damage howsoever and by whomsoever caused, to any person or property (including but not limited to property of Landlord or death, bodily or personal injury to any person), occurring on or about or in connection with the Premises, or any fire thereon, or any nuisance made or suffered thereon. Tenant shall further indemnify Landlord and Landlord Entities from and against all reasonable costs, attorneys' fees, expenses and liabilities incurred in the defense of any proceeding brought against the Indemnified Party by reason of any such claim. Tenant, upon notice from Landlord, shall defend any of the above-described claims at Tenant's expense.

12.02 Costs and Expenses. Tenant shall pay to Landlord or any Landlord Entity (each an "Indemnified Party") all reasonable costs and expenses, including reasonable attorneys' fees, which are (1) paid or incurred by the Indemnified Party but are required to be paid by Tenant under any provision of this Lease; (2) paid or incurred by the Indemnified Party in enforcing any covenant of the Tenant contained in this Lease, in protecting itself against or remedying any breach thereof, in recovering possession of the Premises or any part thereof, or in collecting or causing to be paid any delinquent rents, real property taxes, assessments, or rates; or (3) incurred by the Indemnified Party in connection with any action in any respect related to this Lease, the Premises, or the Tenant's actions or omissions on the Premises, other than a condemnation action filed by or against Landlord or Tenant, to and in which the other party is made a party but not adjudicated to be at fault. The term "costs and expenses" as used in this Lease shall include but not be limited to all out-of-pocket expenditures attributable to the matter involved. Except as otherwise expressly provided in this Lease, all such costs and expenses shall be payable to the Indemnified Party within ten (10) days after mailing or personal delivery of invoices

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therefor and shall bear interest from the date which is ten (10) days after the date of such mailing or personal delivery at the rate of eight (8%) per annum.

Section 13. **Exemption of Landlord from Liability.** Except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's Entities, neither Landlord nor any Landlord Entities shall be liable for and Tenant waives any claims against Landlord and Landlord Entities for injury or damage to the person or the property of Tenant, Tenant's employees, contractors, invitees, customers or any other person in or about the Premises from any cause whatsoever, including, but not limited to, damage or injury which is caused by or results from (i) fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, heating, ventilating, air conditioning or lighting fixtures or (ii) from the condition of the Premises, including without limitation the presence of Hazardous Materials in, on, at, under or migrating onto or off of the Premises. Notwithstanding Landlord's negligence, gross negligence, or breach of this Lease, Landlord shall under no circumstances be liable for (a) injury to Tenant's business, for any loss of income or profit therefrom or any indirect, consequential or punitive damages or (b) any damage to property or injury to persons arising from any act of God or war, violence or insurrection including, but not limited to, those caused by earthquakes, hurricanes, storms, drought, floods, acts of terrorism, and/or riots.

Section 14. **Loss of Premises.**

14.01 Damages by Tenant. If the Premises are damaged in part or whole as a result of Tenant's conduct or Tenant's use of the Premises, and the Premises can be substantially repaired and restored within one hundred eighty (180) days from the date of the damage using standard working methods and procedures, Landlord shall, at Tenant's sole cost and expense promptly and diligently repair and restore the Premises to substantially the same condition as existed before the damage. If feasible, this repair and restoration shall be made within one hundred eighty (180) days from the date of the damage unless the delay is due to causes beyond Landlord's reasonable control. Tenant shall immediately notify Landlord if the Premises suffer any material damage or harm.

14.02 Inability to Repair. If the Premises cannot be repaired and restored within the one hundred eighty (180) day period, and the damages were not caused by Tenant, then either party may, within ten (10) days after determining that the repairs and restoration cannot be made within one hundred eighty (180) days, cancel the Lease by giving notice to the other party. If the damages were caused by Tenant, Tenant shall not have the right to terminate the Lease and Tenant shall remain responsible for all costs and expenses for the repair and restoration of the Premises and shall indemnify and defend Landlord from and against any claims arising as a result of the damage to the Premises. Tenant shall not have any claim for damages or other rights to force repairs; its only remedy shall be termination of this Lease.

14.03 Abatement. Unless the damage is caused by Tenant, the Rent shall abate in proportion to that part of the Premises that is unfit for use in Tenant's business. The abatement shall consider the nature and extent of interference to Tenant's ability to conduct business in the Premises and the need for access and essential services. The abatement shall continue from the date the damage occurred until the date Tenant completes the

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repairs and restoration to the Premises or the part rendered unusable and gives notice to Landlord that the repairs and restoration are completed, or until Tenant again uses the Premises or the part rendered unusable, whichever is first. If the damage was caused by Tenant, Tenant shall remain liable for the payment of Rent and Rent shall not abate as a result of the damages.

14.04 Tenant's Property. Unless the damage was caused by Landlord or Landlord Entities, Landlord is not obligated to repair or restore damage to Tenant's trade fixtures, furniture, equipment, or other personal property, or any tenant improvements.

14.05 Damage to Premises. If the Premises are damaged and Landlord reasonably determines that the Premises will not be repaired or restored; or any mortgagee of the Premises shall not allow adequate insurance proceeds for repair and restoration; or the Lease is in the last twelve (12) months of its Term, then either party may cancel this Lease. To cancel, either party must give notice to the other party within thirty (30) days after Landlord knows of the damage. The notice must specify the cancellation date, which shall be at least thirty (30) but not more than sixty (60) days after the date notice is given.

14.06 Cancellation. If either party cancels this Lease as permitted by Section 14, then this Lease shall end on the day specified in the cancellation notice. The Rent and other charges shall be payable up to the cancellation date and shall account for any abatement. Landlord shall promptly refund to Tenant any prepaid, unaccrued Rent and, account for any abatement, plus security deposit, if any, less any sum then owing by Tenant to Landlord.

Section 15. Condemnation.

15.01 Definitions. The terms "eminent domain," "condemnation," "taken," and the like in Section 15 include takings for public or quasi-public use and private purchases in place of condemnation by any authority authorized to exercise the power of eminent domain.

15.02 Entire Taking. If the entire Premises are taken by eminent domain, this Lease shall automatically end on the earlier of the date title vests; or the date Tenant is dispossessed by the condemning authority.

15.03 Partial Taking. If the taking of a part of the Premises materially interferes with Tenant's ability to continue its business operations in substantially the same manner and space then Tenant may terminate this Lease upon thirty (30) days-notice to Landlord effective upon the date Tenant is dispossessed by the condemning authority or such later date as may be noticed by Tenant. If there is a partial taking and this Lease continues, then the Lease shall end as to the part taken and the Rent and shall abate in proportion to the part of the Premises taken and Tenant's pro rata share shall be equitably reduced.

15.04 Rent Adjustment. If the Lease is canceled as provided in Section 15, then the Rent, and other charges shall be payable up to the cancellation date, and shall account for any abatement. Landlord, considering any abatement, shall promptly refund to Tenant any prepaid, unaccrued Rent and, less any sum then owing by Tenant to Landlord.

15.05 Repair. If the Lease is not canceled as provided for in Section 15, then Landlord, at its expense, shall promptly repair and restore the Premises to the condition that existed

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immediately before the taking, except for the part taken, to render the Premises a complete architectural unit. However, Landlord's obligation to repair and restore under the provisions of this paragraph shall be limited to amounts received from the taking.

15.06 Awards and Damages. Landlord reserves all rights to damages from the condemning authority for the fee value of the Premises, including any component of leasehold advantage paid because of any partial and/or entire taking of the Premises. Tenant assigns to Landlord any right Tenant may have to the damages or award for its leasehold advantage or any other aspect of the value of the Land and the Facility and all real property and fixture improvements to the Premises. Nevertheless, Tenant may claim and recover from the condemning authority a separate award for Tenant's moving expenses, business dislocation damages, loss profits or goodwill, Tenant's personal property and fixtures, and the unamortized costs of leasehold improvements paid for by Tenant. Each party shall seek its own award, as limited by this section at its own expense.

15.07 Temporary Condemnation. If part or all of the Premises are condemned for a limited period of time ("Temporary Condemnation"), this Lease shall remain in effect. The Rent and Tenant's obligations for the part of the Premises taken shall abate during the Temporary Condemnation in proportion to the part of the Premises that Tenant is unable to use in its business operations as a result of the Temporary Condemnation. Landlord shall receive the entire award for any real property and leasehold estate taken for any Temporary Condemnation; however, Tenant shall be entitled to receive any award for temporary interruption of business and damage to personal property.

Section 16. Default.

16.01 Tenant's Default. Each of the following constitutes a default ("Default"):

(a) Tenant's failure to pay Rent within ten (10) days of when due;

(b) Tenant's failure to pay taxes, insurance or such other amounts prior to the delinquency date and payable under this Lease when due;

(c) Tenant's failure to perform or observe any other Tenant obligation after a period of thirty (30) business days or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure, after it receives notice from Landlord setting forth in reasonable detail the nature and extent of the failure and identifying the applicable Lease provision(s);

(d) Tenant's abandoning or vacating the Premises for a period of more than fifteen days (15) business days, with the understanding that during the buildout period there may be periods where there is no activity at the facility and this subsection 16.01(d) does not apply to said buildout period where operations will not be in effect;

(e) Tenant's failure to vacate or stay any of the following within ninety (90) days after they occur:

(1) a petition in bankruptcy is filed by or against Tenant;

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(2) Tenant is adjudicated as bankrupt or insolvent;

(3) The appointment of or the filing of a petition for the appointment of a receiver, trustee, or liquidator for all or a substantial part of Tenant's property or Tenant's interest in the Lease;

(4) Tenant makes an assignment for the benefit of creditors.

(f) Tenant's failure to maintain insurance as required by this Lease;

(g) Any other breach of a material term of the Lease.

16.02 Landlord's Remedies. Landlord, in addition to the remedies given in this Lease or under the law, may do any one or more of the following if Tenant commits a Default:

(a) Terminate this Lease and Tenant's right to possession of the Premises by any lawful means, and Tenant shall then immediately surrender possession of the Premises to Landlord.

(b) Enter and take possession of the Premises and remove Tenant by any lawful means, with or without having terminated the Lease. Prior to entering the Premises and taking possession of the Premises, Landlord shall contact AMCO Enforcement and follow direction from AMCO Enforcement to ensure all marijuana and marijuana products are removed by AMCO Enforcement prior to Landlord retaking possession of the Premises.

(c) Pursue such other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Alaska.

16.03 Changes in Law – Landlord's Remedies. Landlord shall have the right to terminate the lease upon thirty (30) days prior written notice to Tenant, or any of its members, upon the occurrence of any of the following events:

(a) Landlord's receipt of notice from the federal government threatening civil forfeiture of any portion of Landlord's property as a result of Tenant's business.

(b) The filing of any civil forefeiture action by the federal, state, or local government against Landlord as a result of Tenant's business operations;

(c) Any federal, state, or local criminal prosecution of Tenant or any of Tenant's members or of Landlord, or any agents of Landlord, stemming from Tenant's business;

(d) The formal finding by a regulatory body of a public nuisance regarding or arising from or connected to Tenant's business or use of the Premises;

(e) The revocation of Tenant's state or local license, permit or registration to operate a Cannabis establishment due to Tenant's failure to maintain compliance with applicable regulations and/or statutes;

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(f) Any change in state or local law making Tenant's business illegal or prohibited;

(g) Landlord's inability to obtain liability or property insurance as a result of Tenant's business, despite efforts to find alternative insurance policies.

16.04 Changes in Law – Tenant Remedies. In the event there are changes in state or local law that make the business of Tenant illegal and not feasible to engage in, Tenant shall have the option to terminate this Lease with a ninety (90) day written notice to Landlord and payment of a charge equal to three months' rent at the minimum rental rate in effect when Tenant provides written notice plus any outstanding or past due Rent Percentage Rent, or Additional Rent. The termination shall be effective as of the last day of the calendar month following the ninety (90) day notice period.

16.05 Tenant's Waiver for Damages. Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of locks or other security devices and for damages by reason of any legal process, and shall indemnify and defend Landlord for any claims arising therefrom.

16.06 No Surrender. Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Premises by Tenant. A surrender must be agreed to in a writing signed by both parties.

16.07 Damages.

(a) If Landlord terminates this Lease or Tenant's right to possess the Premises because of a Default, Landlord may hold Tenant liable for Rent, and other indebtedness accrued to the date the Lease ends. Tenant shall pay to Landlord any Rent due to Landlord up to the time of such termination of this Lease, or of such recovery of possession of the Property by Landlord, as the case may be. Additional damages shall be paid at Landlord's sole election as follows:

(1) Notwithstanding any termination of the Lease, the Tenant shall remain liable for the full rental provided for herein for the balance of the Lease Term or Extended Term and Tenant shall pay to Landlord an amount equal to the Rent payable throughout the Term of this Lease, including any Extended Term to the extent Tenant has already exercised its right to extend the Lease, which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the Property, payable upon the due dates as specified in the Lease herein following such termination or such re-entry. Landlord shall credit Tenant with the net rents received by Landlord from any re-letting of the Property during what would have been the balance of the Term, or Extended Term, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such re-letting, the expenses incurred or paid by Landlord in terminating this Lease or in re-entering the Property and in securing possession, plus the actual costs and expenses of renovating or altering the Premises, and other expenses as further set forth below.

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(2) Tenant shall pay to Landlord the present value of the income stream of Rent due for the remainder of the Term, including any Extended Term to the extent Tenant has already exercised its right to extend the Lease, reduced to a present value as of the date of termination or Landlord's taking of possession by present value factor of four percent (4%). In such event, Tenant shall not be responsible for the cost of reletting the Premises and shall be entitled to a credit for the net rents received by Landlord from any re-letting of the Property during what would have been the balance of the Term, or Extended Term, with such net rents to be determined by first deducting the expenses incurred or paid by Landlord in terminating this Lease from the gross rents as and when received by Landlord from such re-letting.

(b) In the alternative, Landlord shall have the right, without resuming possession of the Premises or terminating the Lease, to sue for and recover all rent and other sums, including damages, at any time and from time to time accruing hereunder.

16.08 No Right to Excess Rents. In no event shall Tenant be entitled to receive any excess of any rents received from new tenants over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant to this Section 16 to a credit in respect of any rents from a reletting, except to the extent that such rents are actually received by Landlord. No reentry by Landlord, whether had or taken under summary proceedings or otherwise, shall absolve or discharge Tenant from liability hereunder. If the Premises or any part thereof be relet by Landlord for the unexpired portion of the Term, or Extended Term, of this Lease, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall, prima facie, be the fair and reasonable rental value for the Property, or part thereof, so relet during the term of the reletting.

16.09 Injunctive Relief. In the event of a breach by Tenant of any of its material obligations under this Lease, Landlord shall also have the right of injunction, and Landlord shall not be required to post a bond as a condition to such relief. The special remedies to which Landlord may resort in this Article are cumulative and not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled at any time and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not provided for herein.

16.10 Intentionally omitted.

16.11 No Waiver. The failure of Landlord to insist upon enforcement of Tenant's obligations of strict performance with the terms of this Lease or payment of Rent shall not be deemed to be a waiver of those obligations. No receipt of moneys by Landlord from Tenant after termination of this Lease, or after the giving of any notice of termination of this Lease, shall reinstate, continue or extend the term of this Lease or affect any notice theretofore given Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Rent payable by Tenant and thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Premises, it being agreed that after the service of notice to terminate this Lease or the commencement of suit or summary proceedings, or after final order or judgment for the possession of the Property, or after possession of the Premises by re-entry by summary proceedings or otherwise, Landlord may demand,

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receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Premises or, at the election of Landlord, on account of Tenant's liability hereunder.

16.12 Cumulative Remedies. Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or otherwise.

16.13 Landlord's Default. Landlord's failure to perform or observe any of its material Lease obligations after a period of thirty (30) business days, unless a different time period is specified, or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure after receiving notice from Tenant is a Default. The notice shall give in reasonable detail the nature and extent of the failure and identify the Lease provision(s) containing the obligation(s). After Tenant receives notice of a Mortgagee's name and address and request for notice upon Landlord's Default, Tenant shall provide the notice required by this paragraph to the Mortgagee at the same time Tenant gives notice to Landlord.

16.14 If Landlord Commits a Default. If Landlord commits a Default, Tenant may pursue any remedies given in this Lease or under the law, except it shall not be allowed to terminate the Lease unless Landlord fails to cure the default, or is not in the process of curing the default, within thirty (30) days of the Notice of Default. Further, Tenant may not terminate the Lease for refusal of Landlord to pay it sums it claims are due under the Lease; Tenant's recourse is solely to seek its money damages.

16.15 Exception to Cure Periods. The cure periods in this Section 16 do not apply to (i) emergencies or (ii) failure to maintain the insurance required by this Lease.

16.16 Self-Help. If Tenant defaults, Landlord may, without being obligated and without waiving the Default, cure the Default, including but not limited to entering the Premises or Building to cure the Default. The Tenant shall pay the Landlord, upon demand, all costs, expenses, and disbursements incurred by the Landlord to cure the Default. If there is a default by Landlord as to the physical condition of the Building, and Landlord does not commence curing such default within thirty (30) days of notice of the default, Tenant may cure the default, and the Landlord shall then pay the Tenant, upon demand, all costs, expenses and disbursements incurred by the Tenant to cure the default.

16.17 Survival. The remedies permitted by Section 16, the parties' indemnities and limitations, and Landlord's obligation to mitigate damages shall survive the ending of this Lease.

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Section 17. Nondisturbance.

17.01 Subordination.

(a) Mortgages. This Lease is subordinate to prior or subsequent mortgages covering the Premises. This section is self-operating; however, at the request of Landlord, Tenant shall promptly execute and deliver all instruments which may be appropriate to subordinate this Lease to any existing or future mortgages, deeds of trust or other security interest in the Premises, on such terms and conditions as the mortgagee, beneficiary, or other secured party (a "Lender") as the case may be, shall require in connection therewith. Notwithstanding anything to the contrary in this Lease, Landlord shall not be in default under any provision of this Lease unless written notice specifying such default is given to Landlord and to all persons who have an interest in all or part of the Premises as a Lender.

(b) Foreclosures. If any mortgage is foreclosed, then:

(1) this Lease shall continue; and if Tenant has taken possession of the Premises, Tenant's quiet possession shall not be disturbed if Tenant is not in Default;

(2) Tenant will attorn to and recognize the mortgagee or purchaser at foreclosure sale (Successor Landlord) as Tenant's landlord for the remaining Term.

17.02 Estoppel Certificate.

(a) Obligation. Either party ("Answering Party") shall from time to time, within ten (10) business days after receiving a written request by the other party ("Asking Party"), execute and deliver to the Asking Party a written statement. This written statement, which may be relied upon by the Asking Party and any third party with whom the Asking Party is dealing shall certify: (i) the accuracy of the Lease document; (ii) the Beginning and Ending Dates of the Lease; (iii) that the Lease is unmodified and in full effect or in full effect as modified, stating the date and nature of the modification; (iv) whether to the answering Party's knowledge the Asking Party is in default or whether the Answering Party has any claims or demands against the Asking Party and, if so, specifying the Default, claim, or demand; and (v) to other correct and reasonably ascertainable facts that are covered by the Lease terms.

(b) Remedy. The Answering Party's failure to comply with its obligation shall be a Default. The cure period for this Default shall be five (5) business days after the Answering Party receives notice of the Default. If the Answering Party fails to respond within five (5) business days, the Answering Party shall be deemed to have certified and admitted the accuracy of information regarding the Lease described above submitted by the Asking Party in good faith to any third party.

17.03 Quiet Possession. If Tenant is not in default, and subject to the Lease terms and the above encumbrances, Landlord warrants that Tenant's peaceable and quiet enjoyment

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of the Premises shall not be disturbed by anyone, subject only to the principal rights, if any, of the mortgage-holders and lien-holders with rights prior to this Lease..

Section 18. Liens or Encumbrances.

18.01 No Encumbrance or Lien. Tenant shall not permit any mechanics', laborers' or materialmen's lien or other encumbrance to stand against the Premises or improvements for any labor or materials furnished to Tenant or claimed to have been furnished to Tenant or to Tenant's agents, contractors, or sublessees, in connection with work of any character performed or claimed to have been performed on said premises or improvements by or at the direction or sufferance of Tenant; provided, however, Tenant shall have the right to contest the validity or amount of any such lien or claimed lien as provided herein.

18.02 Discharge Lien. Tenant shall, within ten (10) days after receiving notice of any mechanic's lien for material or work claimed to have been furnished to the Premises on Tenant's behalf and at Tenant's request, (i) discharge the lien or (ii) post a payment or performance bond in the statutory amount with companies reasonably satisfactory to Landlord necessary to protect Landlord from the effect of the lien. If Tenant posts a bond, it shall contest the validity of the lien. Tenant shall indemnify, defend, and hold Landlord harmless from losses incurred from these liens.

18.03 Landlord's Discharge. If Tenant does not discharge the lien or post the bond within the ten (10) day period, Landlord may pay any amounts, including interest and legal fees, to discharge the lien. Tenant shall then be liable to Landlord for the amounts paid by Landlord.

Section 19. Right to Enter.

19.01 Permitted Entries. Landlord and its agents, servants, and employees may enter the Premises at reasonable times and with 72 hours notice to Tenant, and at any time if an emergency, without charge, liability, or abatement of Rent, to: (i) examine the Premises; (ii) comply with Applicable Laws; (iii) show the Premises to prospective lenders or purchasers and during the one hundred eighty (180) days immediately before this Lease ends, or during any Holdover period, to prospective tenants. Notwithstanding the forgoing, Landlord and its agents, servants, and employees shall comply with Tenant's regulatorily required Visitor Policy. Said Visitor Policy requires that Landlord and its agents, servants, and employees must be over the age of 21 and must be accompanied by Tenant or an agent of Tenant that holds a valid Marijuana Hanlder Permit and must stay in direct eye sight of Tenant or its agent, and the number of Landlord's agents shall be no greater than five (5) persons to one agent of Tenant at any time during the entry by Landlord.

19.02 Entry Conditions. Entry is conditioned upon Landlord giving Tenant at least seventy-two hours written advance notice, except in an emergency, and causing the least practical interference to Tenant's business.

Section 20. Hazardous Materials.

20.01 Hazardous Material Covenants by Tenant. Tenant shall, at its expense, comply and cause its agents, employees, contractors, partners, directors, officers, shareholders,

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sublessees, licensees, as applicable, to comply in all material respects with all Hazardous Materials Laws as related to the Premises, including, without limitation, obtaining and filing all applicable notices, permits, licenses and similar authorizations. Tenant shall not create or permit to continue in existence any lien upon the Premises pursuant to Hazardous Materials Laws caused by Tenant. If Tenant fails to comply with any provision of this Section 20, Landlord may, at its sole option, but without any obligation so to do, take any and all actions as Landlord shall deem reasonably necessary to cure such failure. Any amounts so paid by Landlord shall be payable by Tenant upon demand by Landlord.

20.02 Environmental Matters.

(a) Environmental Activities. Without limiting the generality of Section 20, Tenant covenants and agrees that it will not engage in nor will it permit the performance of any Environmental Activities in connection with Tenant's occupancy of the Premises, to the extent any such Environmental Activities would violate any Hazardous Materials Laws. In the event any Environmental Activities of Tenant occur in violation of any Hazardous Materials Laws, Tenant shall promptly and at its sole cost and expense, (i) notify Landlord of such occurrence in writing, (ii) obtain all permits and approvals necessary to remedy any such suspected problem through the removal of Hazardous Materials or otherwise; and (iii) upon Landlord's approval of the remediation plan, which approval shall not be unreasonably withheld, remedy any such problem to the satisfaction of Landlord, in accordance with all Hazardous Materials Laws and good business practices.

(b) Notice and Records. Tenant shall promptly advise Landlord in writing of (i) any and all Hazardous Materials Claims against Tenant related to the Premises or to the Premises itself; (ii) any remedial action taken by Tenant in response to any (A) Hazardous Materials on, under or about the Premises in violation of any Hazardous Materials Laws or (B) Hazardous Materials Claims; and (iii) Tenant's discovery of any occurrence or condition on any of the adjoining property or in the vicinity of the Premises that could cause the Premises or any part thereof to be in violation of Hazardous Materials Laws or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Hazardous Materials Laws. In addition, Tenant shall provide Landlord with copies of all communications to or from Tenant, any Governmental Authority or any other person relating to Hazardous Materials Laws or Hazardous Materials claims in connection with the Premises.

(c) Environmental Inspections. Tenant hereby grants to Landlord, its agents, employees, consultants and contractors, the right to enter upon the Premises, and to perform such tests on the Premises as Landlord deems necessary and to conduct such review and/or investigation of the Premises as Landlord deems necessary or desirable to confirm Tenant's compliance with this Section 20 after reasonable written notice from Landlord to Tenant. In the event that Environmental Activities in violation of Hazardous Materials Laws have occurred on or about the Premises by Tenant, Tenant shall pay for any such tests performed by Landlord, its agents, employees, consultants or contractors. Notwithstanding Landlord's review and/or approval of any environmental reports, assessments or evaluations, either before or

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after the execution of this Lease, Tenant shall have the sole responsibility of ensuring its compliance with the provisions of this Section 20 and nothing contained in this Lease shall be deemed or construed as placing any responsibility upon Landlord for any of Tenant's Environmental Activities. Tenant shall not be relieved of its responsibility as set forth in the preceding sentence as a result of any mistake, error, act or omission by Landlord or its agents, employees, consultants or contractors in connection with the review, approval or enforcement of any environmental reports, assessments or evaluations, whenever made, or the monitoring by Landlord of Tenant's Environmental Activities. In addition to the foregoing, no mistake, error, act or omission by Landlord or its agents, employees, consultants or contractors shall create any rights in favor of any person other than Tenant, including without limitation, third party beneficiary rights.

(d) Hazardous Materials Representations. Tenant hereby represents, warrants, covenants to Landlord that the Premises and the use specified in this Lease will at all times throughout the Lease Term materially comply with all applicable laws and governmental regulations including, without limitation, all Hazardous Materials Laws. Tenant will keep all records of Tenant's activities required by any Hazardous Materials Laws (or laws applicable to the handling of bio-hazardous materials) and will keep such records available for inspection and copying at any time by Landlord, after reasonable notice.

(e) Environmental Indemnification. To the fullest extent permitted by law, Tenant agrees to protect, indemnify, defend, save, and hold harmless Landlord, its partners, members, directors, officers, agents, and employees from and against any foreseeable or unforeseeable claim, action, suit, proceeding, loss, costs, damage (including, without limitation, any consequential damage), liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees and costs), directly or indirectly resulting from, arising out of, or based upon (a) any of Tenant's Environmental Activities in connection with the Premises or any residual contamination affecting any natural resource or the environment; or (b) the violation, or alleged violation by Tenant, of any Hazardous Materials Laws with respect to the Premises, including without limitation any Hazardous Materials Claims. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect upon the environment. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Landlord believes is covered by this indemnity, Landlord shall give Tenant notice of the matter and an opportunity to defend it, at Tenant's sole cost and expense. The obligations on the part of Tenant set forth in this Section 20.02(e) shall survive the expiration or earlier termination of this Lease; however, the obligations on the part of Tenant set forth in this Section 20 shall not be applicable to any claim, action, suit, proceeding, loss, costs, damage, liability or deficiency arising out of or related to Environmental Activities caused

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by Landlord or Landlord's representatives or occurring subsequent to the termination of this Lease or the possession of the Premises by Tenant.

(f) Definitions. The terms used in this Section 20 are defined as follows:

(1) "Environmental Activities" means the use, generation, transportation, handling, discharge, production, treatment, storage, release or disposal of any Hazardous Materials at any time (whether before or during the Lease Term) to or from the Premises or located on or present on or under the Premises in violation of Hazardous Materials Laws.

(2) "Governmental Authority" means any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, court, administrative tribunal or public utility.

(3) "Hazardous Materials" means (a) any petroleum products and/or by-products (including any fraction thereof), flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances, known carcinogens or any other materials, contaminants or pollutants that (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in violation of any Hazardous Materials Laws; (b) asbestos in any form that is or could become friable; (c) urea formaldehyde in foam insulation or any other form; (d) transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; (e) any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable Hazardous Materials Laws; (f) radon gas; and (g) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Authority or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises.

(4) "Hazardous Materials Claims" means any and all enforcement, clean-up, removal or other governmental or regulatory actions or orders threatened, instituted or completed pursuant to any Hazardous Material Laws, together with all claims made or threatened by any third party against the Premises, Landlord or Tenant relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials.

(5) "Hazardous Materials Laws" means any federal, state or local laws, ordinances, regulations, rules, orders, guidelines or policies relating to the environment, health and safety, Environmental Activities, Hazardous Materials, air and water quality, waste disposal and other environmental

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matters, including, but not limited to, the Clean Air Act, 42 U.S.C. § 7401, et seq.; Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; Safe Drinking Water Act, 42 U.S.C. § 300 f, et seq.; Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended 33 U.S.C. § 1251, et seq.; and the rules, regulations and ordinances of the county or counties and any municipality in which the Premises are located and the Environmental Protection Agency or any other federal or state agency which regulates Hazardous Materials or Environmental Activities.

For the purpose of this Section 20, without limitation to such definition being applicable to other sections of this Lease, all references to Tenant shall mean Tenant, its members, its sublessees, and their employees, invitees, agents, officers, and directors, and contractors.

Section 21. **Right of First Refusal.** If, during the term of this Lease, included any extended term, Landlord intends to market the Premises for sale, Landlord shall provide Tenant with written notice sixty (60) days prior to listing the property on the Alaska Multiple Listing Service. Tenant shall have ten (10) days from receipt of Landlord's notice to make a purchase offer for the Property. If Tenant and Landlord are unable to agree on terms acceptable to both parties within sixty days of Landlord's written notice, Landlord may list the property for sale and negotiate with other parties. If Tenant does not purchase the building, this lease shall endure and be binding on the Property's new owner.

Section 22. **Option to Purchase.** At any time during the last year of the Initial Term of this Lease, Tenant shall have the option to purchase the Property at fair market value upon terms and conditions negotiated in good faith between the parties. Tenant shall exercise their option by providing a written offer to Landlord. If Tenant and Landlord do not reach mutually agreeable terms of purchase within sixty days of Tenant's offer, then the option shall be extinguished and shall have no further effect.

Section 23. **Miscellaneous.**

23.01 Broker Representation and Warranty. Collin Agni of Berkshire Hathaway HomeServices Alaska Realty represent only the Landlord, but may provide specific assistance to Tenant in this transaction. Collin M. Agni is related to Members of Carr & Family Properties, LLC. Landlord and Tenant hereby acknowledge and accept this Agency and this Disclosure. The Landlord will not pay a commission for any options, renewals or expansions by the Tenant. Tenant acknowledges receipt of a copy of the Alaska Real Estate Commission Consumer Pamphlet. Each party represents and warrants that no other broker, agent or other person has been involved in this transaction and no other broker, agent or other person has the right to payment or commission related to this transaction. Each party agrees to indemnify, defend, and hold the other party harmless from and against any claims, losses, liabilities, demands, costs, expenses or causes of action by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with such party with regard to this leasing transaction.

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Tenant Initials

23.02 Attorneys' Fees. In any litigation between the parties regarding this Lease, the losing party shall pay to the prevailing party all reasonable expenses and court costs including reasonable attorneys' fees incurred by the prevailing party. A party shall be considered the prevailing party if it initiated the litigation and substantially obtains the relief it sought, either through a judgment or the losing party's voluntary action before arbitration (after it is scheduled), trial, or judgment; or the other party withdraws its action without substantially obtaining the relief it sought; or it did not initiate the litigation and judgment is entered for either party, but without substantially granting the relief sought.

23.03 Notices. Unless a Lease provision expressly authorizes verbal notice, all notices under this Lease shall be in writing and sent by either (i) registered or certified mail with postage prepaid, (ii) a recognized overnight delivery service with postage prepaid, or (iii) by personal delivery as follows; or (iv) electronic mail with read receipt notice:

To Tenant	Enlighten Alaska Old Seward, LLC Attn: Jane Stinson 9130 JUPITER DR, ANCHORAGE, AK 99507 Electronic mail – jane@enlightenak.com
Copy to:	JDW Counsel 901 Photo Ave Anchorage, Alaska 99503 Electronic mail – jana@jdwcounsel.com
To Landlord:	7317 OSH, LLC 12350 Industry Way, Suite 200 Anchorage, AK 99515 Electronic mail

In the event of an emergency or other time sensitive issue that requires prompt action to protect the Premises or a party's interest with respect to this Lease, notice shall be given to the following individuals by phone, email, personal delivery, or other manner consistent with the time sensitive nature of the issue:

To Tenant:	Jane Stinson – jane@enlightenak.com
	Leah Levinton – Leah@enlightenak.com
	Evan Levinton – Evan@enlightenak.com
To Landlord:	Cange Group, LLC

Either party may change these persons or addresses by giving notice as provided in the initial paragraph of this Section 23.03. Tenant shall also give required notices to Landlord's mortgagee after receiving notice from Landlord of the mortgagee's name and address. Notice shall be considered given and received on the latest original delivery or attempted delivery date as indicated on the postage receipt(s) of all persons and addresses to which notice is to be given.

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23.04 Partial Invalidity. If any Lease provision is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

23.05 Waiver. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

23.06 Construction. The parties each have access to counsel and have carefully reviewed the terms of this Lease and therefore any ambiguity of intent will not be applied against the drafting party. If the parties delete any provision or part of a provision, the Lease will be interpreted as if the deleted language was never part of the Lease.

23.07 Binding on Successors. This Lease shall bind the parties' successors, representatives, and permitted assigns.

23.08 Governing Law and Venue. This Lease shall be governed by the laws of the State of Alaska. Any action brought to interpret or enforce any provision of this Lease, or otherwise relating to or arising from this Lease shall be commenced and maintained in Anchorage, Alaska.

23.09 Recording. Recording of this Lease is prohibited. The parties may execute and record a short form memorandum of lease describing the Premises and stating this Lease's Term, its Beginning and Ending Dates, and other information the parties agree to include.

23.10 Survival of Remedies. The parties' remedies shall survive the ending of this Lease when the ending is caused by the Default of the other party.

23.11 Authority of Parties. Each party warrants that it is authorized to enter into the Lease, that the person signing on its behalf is duly authorized to execute the Lease, that no other signatures are necessary, and all actions necessary to authorize the execution and delivery of this Lease have been duly taken. Each party represents that this Lease is the valid and legally binding obligation of such party, enforceable with its terms.

23.12 Business Days. Business days means Monday through Friday inclusive, excluding holidays recognized and observed by the State of Alaska. Throughout this Lease, wherever "days" are used the term shall refer to calendar days. Wherever the term "business days" is used the term shall refer to business days.

23.13 Entire Agreement. This Lease and exhibits contain the entire agreement between the parties about the leasing of the Premises. This Lease shall be modified only by a writing signed by both parties.

Signatures to follow on next page

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IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year set forth below.

LANDLORD
7317 OSH, LLC, an Alaska limited liability company

Dated: 2/10/2023

By: Lauren Blanchett
Name: Lauren Blanchett
Its: Authorized Agent

TENANT
Enlighten Alaska Old Seward, LLC, an Alaska limited liability company

Dated: 2/10/2023

By:
Name: Jane Stinson
Its: Manger, Member

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IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year set forth below.

LANDLORD
7317 OSH, LLC, an Alaska limited liability company

Dated: 2/10/2023

By: Lauren Blanchett
Name: Lauren Blanchett
Its: Authorized Agent

TENANT
Enlighten Alaska Old Seward, LLC, an Alaska limited liability company

Dated: _____

By: _____
Name: Jane Stinson
Its: Manger, Member

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EXHIBIT "A"

To be attached to that certain Retail Lease by and between 7317 OSH, LLC as Landlord and ENLIGHTEN ALASKA OLD SEWARD, LLC as Tenant.

LEGAL DESCRIPTION OF PROPERTY

Lots 3 & 4, Block 3, Parkway Estates Subdivision, according to the official plat thereof under Plat No. 63-111, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

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EXHIBIT "B"

To be attached to that certain Retail Lease by and between 7317 OSH, LLC as Landlord and ENLIGHTEN ALASKA OLD SEWARD, LLC as Tenant.

BUILDING FOOTPRINT DRAWING

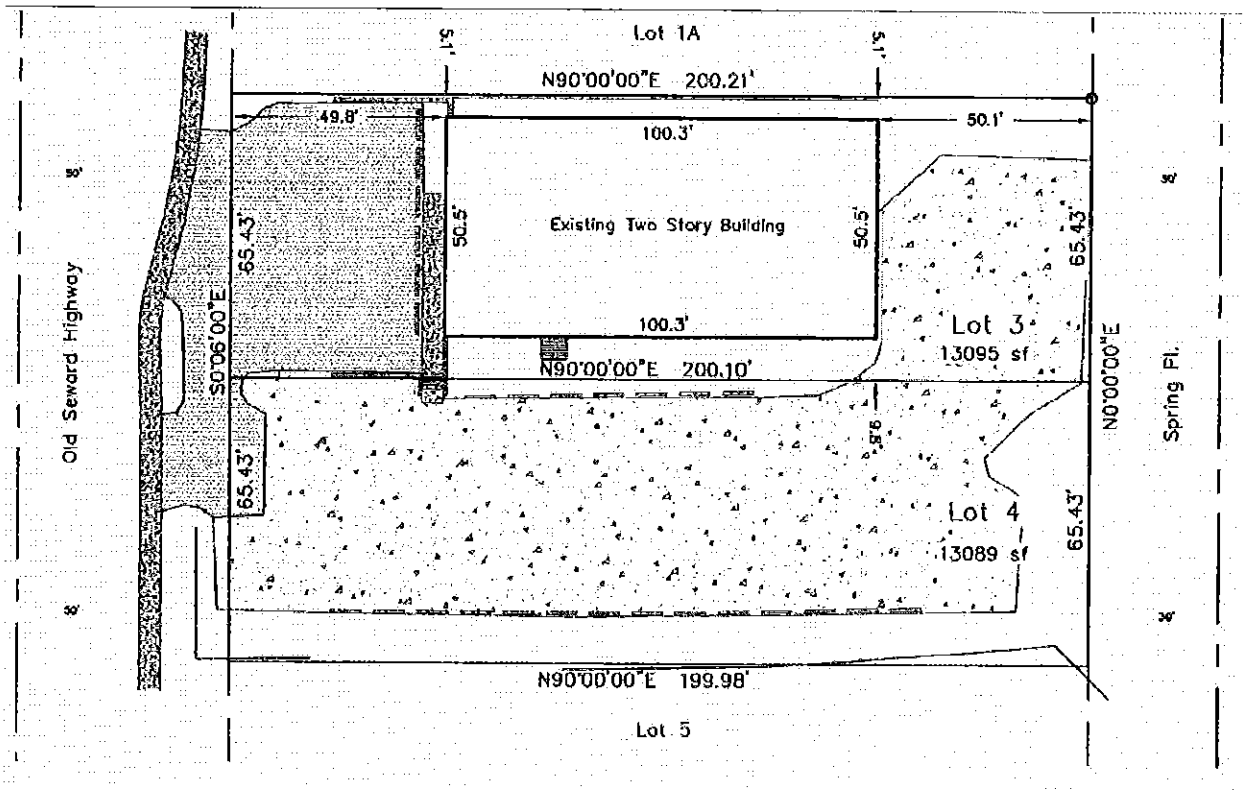

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EXHIBIT "C"

To be attached to that certain Retail Lease by and between 7317 OSH, LLC as Landlord

and ENLIGHTEN ALASKA OLD SEWARD, LLC as Tenant.

LANDLORD'S WORK & TENANT'S WORK

Tenant has examined the lease space and agrees to take the Premises in its "AS-IS" condition, except as defined below:

Landlord's Work:

Landlord shall coordinate with Tenant and Landlord shall be responsible for all expenses and costs for site improvements in consideration of Title 21 conformity and any site improvements to meet ADA site requirements.

In the event Tenant materially defaults under any provision of this Lease, and fails to cure in the applicable cure period, Landlord shall no longer be obligated to provide Tenant Improvements or financial reimbursement for items listed in this Exhibit.

All improvements and work shall conform to Section 18 of the Lease and Landlord's Tenant Construction Requirements (TCR's), Exhibit "C-1", attached hereto and by this reference made a part hereof. Any additional Tenant requested improvements/and or upgrades shall be at Tenant's sole cost and expense. Any work performed by Landlord or its agents shall be paid for by Tenant within fifteen (15) days of receipt of invoice therefore.

Tenant's Work:

Landlord and Tenant agree that the following Tenant Improvements shall be made to the Demised Premises: Any and all improvements desired by Tenant.

In addition to providing Landlord's Work, Landlord shall provide a Tenant Improvement Reimbursement Allowance ("Allowance") of one hundred seventy-five thousand and 00/100 dollars ($175,000.00). Allowance must be used for building infrastructure expenses, plumbing, and sink installations, lighting fixtures that will remain with the building, bathroom modifications, flooring and may not be used to purchase any furniture or trade fixtures. Tenant, at its sole cost, will be responsible for storefront, signage, and any additional improvements not provided by Landlord as listed above. Landlord shall reimburse Tenant Improvement reimbursement allowances within thirty (30) days after reimbursement request from Tenant.

Completion for the purposes of the Allowance payment shall require: (i) the issuance of an occupancy certificate, if a certificate of occupancy is required for the work; (ii) the inspection and approval by Carr & Family Properties, LLC that the work has been satisfactorily completed in accordance with the drawings and specifications approved in advance by Landlord; (iii) A lien release from Tenant's contractor, subcontractors and materialmen; (iv) deliveries of paid invoices evidencing expenditures up to or exceeding the total amount of the Tenant Improvement allowance.

Please submit receipts and/or paid invoice documentation to:
Carr & Family Properties, LLC
Attention: Tenant Improvement Dept.
12350 Industry Way, Suite 200
Anchorage, AK 99515

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EXHIBIT "C-1"

To be attached to that certain lease by and between 7317 OSH, LLC as Landlord and ENLIGHTEN ALASKA OLD SEWARD, LLC as Tenant.

7317 OSH, LLC
TENANT CONSTRUCTION REQUIREMENTS

Tenant Improvement project as located at 7317 Old Seward Highway, Anchorage, Alaska, 99518

2023

The following is a list of items, which must be complied with by all TENANTS performing their own tenant improvements or remodeling of an existing lease space.

GENERAL REQUIREMENTS

1. Transfer two sets of construction drawings to Carr & Family Properties, LLC for approval, prior to beginning construction.

2. TENANT'S work shall be designed and constructed so as to not impede with the LANDLORD'S existing building systems (i.e. electrical, mechanical, plumbing, and sprinkler).

3. Submit a copy of the general CONTRACTOR'S license and Certificate of Insurance to Carr & Family Properties, LLC as detailed in the Insurance Requirements section of this Exhibit.

4. Submit the names of your proposed general and subcontractors for Carr & Family Properties, LLC, review and approval.

5. Obtain all necessary building permits from the Municipality of Anchorage and the State of Alaska, as applicable.

6. Deliver Certificate of Occupancy/Final Inspection Reports from the Municipality of Anchorage and the State of Alaska to the LANDLORD upon completion of construction and inspections.

7. To the fullest extent permitted by law, TENANT shall indemnify and hold harmless the LANDLORD, its agents and employees from all claims for loss or damage of any nature of or from the performance of the work.

8. If any mechanic's or material men's lien shall be recorded in connection with the project, TENANT shall, within thirty (30) days of the recording of such lien, cause the same to be removed. Nothing contained herein shall be construed to require any waiver of lien rights in violation of AS 34.35.117.

9. Carr & Family Properties, LLC/TENANT/LANDLORD are not responsible for CONTRACTOR'S damaged/missing tools, materials, etc. Carr & Family Properties, LLC advises CONTRACTOR to take reasonable precautions in preventing any losses.

10. In the event of any strike, demonstration, picketing, or other similar labor unrest, LANDLORD shall have an option to terminate the written agreement between CONTRACTOR and LANDLORD. In such an event, LANDLORD shall pay to CONTRACTOR as compensation, a portion of the contract price, which fairly relates to the portion of the work completed.

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11. Roof penetrations may be performed only by **INDUSTRIAL, AMERICAN, FRONTIER or RAIN PROOF ROOFING**

12. TENANT is to provide Carr & Family Properties, LLC with elevation drawings and specifications for all interior and exterior signage. Plans must be reviewed and approved prior to installation. All channelume signage must be U.L. listed.

13. The CONTRACTOR warrants that all employment matters, including but not be limited to, compensation, selection, benefits, transfers, layoffs, and return from layoff, will be administered without regard to race, color, religion, sex, national origin, age, the presence of a non-job related disability or whether an individual is a disabled veteran or a veteran of the Vietnam Era. All laws and regulations required in agreements of this character are hereby incorporated by this reference, including provisions of 38 US Code 2012, Executive Orders 11246, 11375, 11758, 11701, and 12086, as amended and any subsequent executive orders relating to equal opportunity for employment on government contracts.

14. Upon completion of project, TENANT is to deliver one complete record as-built set of the construction documents to the LANDLORD. This is to include: mechanical, electrical, and plumbing.

15 A TENANT with a tenant improvement allowance must submit applicable invoices and Certificate of Occupancy within 10 days of completion of improvements in order to collect any or all-allowable reimbursement.

INSURANCE REQUIREMENTS

1. The CONTRACTOR is to provide the LANDLORD with a certificate of insurance prior to commencement of construction. ***All insurance policies shall contain a provision that the coverages afforded thereunder shall not be cancelled or not renewed, nor restrictive modifications added, without at least thirty (30) calendar days' prior written notice has been given to the Certificate Holder.*** The certificate shall include items a-f as noted below.

a. General Liability

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Personal/Advertising	$1,000,000
Each Occurrence	$1,000,000
Damage to LANDLORD's Property	$100,000
Medical Expense	$5,000

b. Automobile

Combined Single Limit	$1,000,000

c. Workers' Compensation

Workers' Compensation	Statutory
EL - Each Accident	$500,000
EL - Disease, Policy Limit	$500,000
EL - Disease, each Employee	$500,000

TENANT INITIALS ESL

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d. Landlord and Carr & Family Properties, LLC, 12350 Industry Way, Suite 200, Anchorage, Alaska, 99515, shall be added as an additional insured under the insurance (except Workers' Compensation).

e. Contractor is to provide a certificate of Workers Compensation including a Waiver of Subrogation in favor of Carr & Family Properties, LLC and Landlord.

f. Auto insurance should apply to owned, non-owned and hired auto exposure of the CONTRACTOR and subcontractors working on the project.

2. The CONTRACTOR is to provide the LANDLORD with a copy of:
   a. Alaska Business License
   b. Municipal Contractor License
   c. General Contractor License
   d.

TECHNICAL SPECIFICATION

1. CONTRACTOR shall inspect and verify all existing conditions before construction. CONTRACTOR is to comply with all applicable building codes and municipal ordinances.

2. All installations to comply with all local and national codes. All work shall include completion of such details not mentioned or shown which are necessary for the successful operation of all systems shown.

3. Please note the following CONTRACTOR responsibilities pertaining to disruption:
"All tenant improvements shall be performed in such a manner as to reasonably minimize interference with the business activities and shall be isolated from occupied areas of the building at all times. In particular, visqueen shall be used so the construction dust and debris into common and occupied areas is minimized. At the end of each workday, common areas shall be thoroughly cleaned and restored to presentable condition. Walls shall be cleaned and the carpets shall be vacuumed. The common areas of the building shall not be used for material deliveries. The LANDLORD and tenants shall be advised 48 hours in advance of any utility disruptions. Utility disruptions shall be scheduled only between 8 p.m. and 6 a.m. Construction work which would impair all other tenant's ability to engage in their normal course of business, such as concrete and/or pipe cutting, shall be performed only during the hours of 8 p.m. and 6 a.m. Monday through Friday and 9 p.m. and 6 a.m. Saturday and Sunday."

4. All materials used in construction shall be "new" condition, unless otherwise approved by LANDLORD.

5. Maintain premises and public properties free from accumulations of waste, debris, and rubbish, caused by operations.

6. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight exposed surfaces; leave project clean and ready for occupancy.

7. Maintain project in accordance with all applicable fire, health/safety and insurance standards.

8. LANDLORD must approve all storefront modifications, colors, etc. prior to fabrication and/or installation.

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9. All firewalls constructed to the deck above, must have fire dampers to allow return air back to the return airshafts. Sizes to be determined by a Mechanical Engineer.

10. All cutting and/or penetrations made through vertical or horizontal surfaces for architectural, plumbing, HVAC, or electrical purposes must be reviewed for possible conflict with a structural slab, load bearing wall, etc. If a cut is made without this review and the tenant did not consult a Structural Engineer and/or the LANDLORD was not advised, all cost for repair, investigation, engineering, etc. will be reimbursed by the TENANT to the LANDLORD.

11. The concrete floor slab is a structural slab and absolutely no cuts are to be made without LANDLORD'S knowledge and approval by a Structural Engineer (building specific.)

12. New exit signs shall be manufactured by Hubble. The signs shall be Freedom Series, battery provided; single or double faced depending on the application.

13. All lighting circuitry shall be separated from all other electrical requirements.

14. TENANT is responsible for clearly labeling/identifying all dedicated breakers and outlets.

15. In the event of "existing" conduit runs are used, the TENANT shall first trace the point of origin and the demand load to verify additional loading will not affect the current use.

16. All new thermostats to be Honeywell vision pro 8000 model TB8220U1003.

17. All new gypsum board walls to have a smooth non-textured finish.

18. All new partitions are to be a minimum of 3 $^5/_8$" metal studs with $^5/_8$" Type "X" gypsum wallboard at each side with smooth finish ready for paint.

19. All doors to be 3^0 x 7^0 solid core oak doors with hollow metal frames, unless otherwise approved by LANDLORD. All wood doors to have clear finish. All latching hardware and hinges

    to be building standard, with finish to match existing. Door hardware shall include the following as applicable:

    a) hinges

    b) wall and floor stops

    c) closures

    d) smoke gaskets

    e) privacy/entrance/office locks and latches

20. At the building LANDLORD'S request, no penetrations in the HVAC units will be accepted. All service lines (electrical and/or mechanical) shall be through the roof with appropriate roof jacks, and or pitch packets. In the event of relation of an existing unit, any existing penetrations in the bottom of the unit shall be sealed watertight.

21. All electrical work to be performed by a licensed electrical CONTRACTOR that is bonded by the State of Alaska and the Municipality of Anchorage. All work shall comply with all codes and ordinances of the Municipality of Anchorage and requirements of the State of Alaska.

TENANT INITIALS ESL

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CONTRACTOR is to provide the "as-builts" drawings for LANDLORD'S records upon completion.

22. All mechanical work to be performed by a licensed mechanical CONTRACTOR that is bonded by the State of Alaska and the Municipality of Anchorage. All work shall comply with all codes and ordinances of the Municipality of Anchorage and requirements of the State of Alaska. CONTRACTOR is to provide the "as-builts" drawings for LANDLORD'S records upon completion.

23. All sprinkler work to be performed by a duly qualified fire protection CONTRACTOR that is licensed by the State of Alaska and bonded by the Municipality of Anchorage and who is regularly engaged in the installation of automatic fire sprinkler systems and other fire protection equipment.

24. Plans will be reviewed for compliance with LANDLORD'S construction requirements as well as building code and life safety requirements. Inspections will be conducted weekly at a minimum, additional inspections will be conducted as required or requested based on work being performed. A final inspection will also be done when all work is completed and a punch list will be written if necessary. If a punch list is written, additional inspections will be performed in order to make sure that all work is completed and acceptable to the landlord. TENANT will be responsible for all costs incurred for staff salaries for plan reviews, travel, equipment, supplies, contracts, and general program management by Carr & Family Properties, LLC Typical cost expenditures for staff time can include, but are not limited to: performing plan reviews; drafting approval letters; attending site meetings; offering technical assistance via phone; and doing site visits or inspections.

25. In the event that the LANDLORD requests the TENANT'S General Contractor or Sub Contractors to provide a design, engineering, materials, equipment and controls, or labor and/or any items to complete the requested work, then, prior to any of the above mentioned items being started, the TENANT ***MUST*** provide the LANDLORD with a complete itemized cost breakdown for review and receive LANDLORD'S written approval.

26. CONTRACTOR must provide Carr & Family Properties, LLC with a <u>one-hour</u> response emergency phone/beeper number.

<u>UPON LEASE EXPIRATION:</u>

The following items must be adhered to upon Tenant vacating premises.

- ❑ Lease space should be "broom" cleaned (this means all trash removed and floors vacuumed/mopped) and where applicable, restrooms left in clean and sanitary condition.
- ❑ Toilets and sinks in good working condition.
- ❑ Replace any missing or damaged carpet, vinyl and cove/rubber base.
- ❑ Any picture nails, molly bolts, holes are to be removed/patched and ready for new paint. Anything larger repair and painted.
- ❑ Any specialty painting, graphics, wallpaper and wall colors other than muted earth tones shall be repainted to building standard Dover White.
- ❑ All fixtures (i.e. lights, light switches, power outlets) should be cleaned and in good working order and any missing covers/components replace or repaired to match existing fixtures. All bulbs in working condition.

TENANT INITIALS LR ESL

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- ❑ Repair/replace any cracked or broken windows to match existing.
- ❑ All doors, including garage roll-up and dock doors in good working condition, including door hardware and weather stripping.
- ❑ All stained and/or missing ceiling tiles replaced to match existing.
- ❑ Sprinklers shall be in working order (i.e. not painted over or missing components).
- ❑ Remove exterior parapet signage, patch & paint parapet to match existing sign ban. This needs to be coordinated with Carr & Family Properties, LLC.
- ❑ Return of all keys for your warehouse lease spaces and dumpster keys.

INDEMNITY:

1. The Contractor shall defend, indemnify and hold harmless the LANDLORD, Carr & Family Properties, LLC and their agents and employees from and against all claims, damages, losses and expenses including interest, costs and attorneys' fees arising out of or resulting from the performance of the project, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor need not indemnify LANDLORD for the LANDLORD's sole negligence; however, this indemnification shall apply to circumstances of combined fault.

   In any and all claims against the LANDLORD, Carr & Family Properties, LLC or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

2. Use of Hazardous Materials on the Project.
   Compliance with Environmental Laws. Contractor covenants full compliance with any applicable federal, state, or local environmental statute, regulation, or ordinance presently in effect or that may be amended or effective in the future regarding the handling of hazardous materials.
   Contractor shall not cause or permit any hazardous material to be brought upon, kept, or used in or about the project by Contractor, or its authorized representatives or invitees, except for such hazardous material as is necessary or useful to Contractor's work on the project.
   Any hazardous material permitted on the Project as provided in this paragraph, and all containers therefore, shall be used, kept, stored, and disposed of in a manner that complies with all laws or regulations applicable to any such hazardous material.
   Contractor shall not discharge, leak or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water if such material (as reasonably determined by LANDLORD or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (1) the health, welfare, or safety of persons, whether located on the project or elsewhere, or (2) the condition, use, or enjoyment of the project or any other real or personal property.

TENANT INITIALS LL/ESL

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Contractor specifically agrees to report all releases, threatened releases, discharges, spills, or disposal of hazardous substances, in whatever quantity, immediately to the appropriate regulatory authorities and simultaneously to LANDLORD, and to keep LANDLORD fully informed of any communication between Contractor and any person or agency concerning potential environmental contamination and hazardous substances.

Contractor hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of hazardous material kept on the project by Contractor, or its authorized representatives and invitees.

Signatures on page to follow.

TENANT INITIALS

LANDLORD INITIALS LAB

AMCO RCVD 10/07/2022

7317 OSH, LLC
TENANT CONSTRUCTION REQUIREMENTS

Tenant Improvement project as located at 7317 Old Seward Highway, Anchorage, Alaska, 99518

2023

Please notify your assent to the foregoing by executing a copy of this letter agreement and returning it to our office.

Carr & Family Properties, LLC
12350 Industry Way, Suite 200
Anchorage, Alaska 99515

AGREE TO THE FOREGOING THIS_____DAY OF _____ 2023.

_____
TENANT

_____
CONTRACTOR

_____
TITLE

_____ _____
NAME OF BUSINESS 24-hour phone

_____

Carr & Family Properties, LLC (Agent for LANDLORD)

_____

DATE

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EXHIBIT "D"

To be attached to that certain Retail Lease by and between 7317 OSH, LLC as Landlord

and ENLIGHTEN ALASKA OLD SEWARD, LLC as Tenant.

Signage Criteria

All Tenant signage must be reviewed and approved by the Landlord prior to fabrication and installation. Landlord shall provide any objections to the signage within 7 days of receiving mock up of proposed sign. If no objection or response is provided by Landlord, Tenant shall be deemed to have permission from Landlord to install the signage.

Tenant shall be permitted to install any and all signage in accordance with Municipality of Anchorage Signage Code. Tenant's signage contractor must supply Landlord with a certificate of additional insured in accordance with Exhibit C-1.

TENANT INITIALS

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EXHIBIT "E"

To be attached to that certain Retail Lease by and between 7317 OSH, LLC as Landlord and ENLIGHTEN ALASKA OLD SEWARD, LLC as Tenant.

RADIUS CLAUSE AND RESTRICTIONS

For the initial three years of the Lease Term, Tenant shall not operate a competing business (Cannabis retail store) south of Dimond Blvd. without the Landlord's prior written approval.

TENANT INITIALS

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EXHIBIT "F"

RULES AND REGULATIONS

To be attached to that certain Retail Lease by and between 7317 OSH, LLC as Landlord and ENLIGHTEN ALASKA OLD SEWARD, LLC as Tenant.

As condition to the use of the Premises, the following rules and regulations shall be applicable:

1. Tenant shall keep all display windows and show window space suitably lighted during normal business hours.

2. Tenant shall store trash and garbage in covered containers, in such location designated from time to time by Landlord, and so as not to create or permit any health or fire hazard, and arrange for the regular removal thereof at Tenant's expense. No goods, merchandise or material shall be kept, stored, or sold in or on said Premises which are in any way explosive or hazardous.

3. Tenant shall not burn papers, trash, or garbage of any kind in or about the Premises.

4. Tenant shall not use plumbing facilities for any purpose other than that for which they were constructed, or dispose of any damaging or injurious substances therein.

5. Tenant shall not use or load electrical facilities in a manner not contemplated when they were constructed and installed, or in violation of any law(s), regulation(s), or code(s).

6. Tenant shall not use or permit the use of any portion of the Premises for living quarters, sleeping apartments or lodging rooms.

7. Tenant shall not keep or permit to be kept any animals in, about or upon the Premises.

8. Tenant shall not solicit or conduct similar activities outside the Premises nor keep or display any merchandise or other objects on, or otherwise obstructing sidewalks or walkways.

10. Tenant shall not at any time during the term of this agreement conduct or permit any auction, fire, bankruptcy, distress, "going-out-of-business", or "loss-of-lease" sales, or sales similar thereto upon or within the Premises without Landlord's prior written consent.

11. Tenant shall not at any time during the term of this agreement without first obtaining Landlord's written consent:

(a) Change the exterior of the building, or any part thereof, of which the Premises are a part, including, but not limited to, the color of the exterior walls; nor

(c) Install in, on or about the Premises any exterior lighting, plumbing, facilities, pennant flags, shades, awnings, amplifiers or similar or other devices, or use such devices, but not by way of limitation, as flashing lights, search lights, loudspeakers, phonographs, or radio broadcasts, which can be seen, heard or experienced within the common areas without the Landlord's approval; nor,

d) Install or use machinery or apparatus on the Premises which shall in any way injure said leased premises.

TENANT INITIALS

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EXHIBIT "G"

To be attached to that certain Retail Lease by and between 7317 OSH, LLC as Landlord and ENLIGHTEN ALASKA OLD SEWARD, LLC as Tenant.

MEMBER CONSENT

BE IT RESOLVED that all of the Members of ENLIGHTEN ALASKA OLD SEWARD, LLC (Company), an Alaska Limited Liability Company, authorize and direct Jane Stinson, its Member, to take the steps necessary to negotiate with 7317 OSH, LLC (Landlord) at 12350 Industry Way, Suite 200, Anchorage Alaska, 99515 and execute any and all documents between Landlord and this Company on behalf of and in the interest of the Company pertaining to the leasing of Premises known as 7317 Old Seward Highway, Anchorage, Alaska 99518.

Dated this 10 day of February 2023.

signatures below:

By: _____

Jane Stinson, Member

By: _____

Leah Levinton, Member

By: _____

Evan Levinton, Member

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EXHIBIT "G"

To be attached to that certain Retail Lease by and between 7317 OSH, LLC as Landlord and ENLIGHTEN ALASKA OLD SEWARD, LLC as Tenant.

MEMBER CONSENT

BE IT RESOLVED that all of the Members of ENLIGHTEN ALASKA OLD SEWARD, LLC (Company), an Alaska Limited Liability Company, authorize and direct Jane Stinson, its Member, to take the steps necessary to negotiate with 7317 OSH, LLC (Landlord) at 12350 Industry Way, Suite 200, Anchorage Alaska, 99515 and execute any and all documents between Landlord and this Company on behalf of and in the interest of the Company pertaining to the leasing of Premises known as 7317 Old Seward Highway, Anchorage, Alaska 99518.

Dated this _____ day of _____ 2023.

signatures below:

By: _____

Jane Stinson, Member

By: _____

Leah Levinton, Member

By: _____

Evan Levinton, Member

AMCO RCVD 10/07/2022

EXHIBIT "H"

To be attached to that certain Retail Lease by and between 7317 OSH, LLC as Landlord and ENLIGHTEN ALASKA OLD SEWARD, LLC as Tenant.

GUARANTY OF LEASE

THIS GUARANTY, MADE BY Enlighten Alaska Old Seward, LLC, an Alaska limited liability company, herein "Guarantor," to 7317 OSH, LLC, an Alaska Limited Liability Company, herein "Landlord," with respect to the Lease extended to ENLIGHTEN ALASKA OLD SEWARD, LLC, herein "Tenant," dated February 10, 2023 (the "Lease").

Tenant is desirous of entering into the Lease with Landlord, which requires security for payment of any obligations and all obligations incurred in the future by Tenant. Landlord is willing to take such security in the form of a Personal Guaranty of payment of all current and future obligations of Tenant. In consideration of Landlord's willingness to lease to Tenant, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably guarantees to Landlord:

a. The due and punctual payment in full (and not merely the collectability) of all Rent, Additional Rent, and all other amounts due and payable by Tenant under the Lease; and

b. The full and faithful performance and observance of all terms, covenants, and conditions contained in the Lease to be performed or observed by Tenant; and

c. If Tenant defaults in the payment of any such obligation, Guarantor shall also pay to Landlord or to its order on demand reasonable attorney's fees and all costs and other expenses incurred by it in collecting or compromising any indebtedness of Tenant guaranteed hereunder or in enforcing this guaranty against Guarantor.

2. Guarantor expressly agrees that Landlord may, in its sole and absolute discretion, without notice to or further consent of Guarantor and without in any way releasing, affecting, or impairing the obligations and liabilities of Guarantor hereunder:

a. Waive compliance with any of the terms of the Lease;

b. Modify, amend, or change any provisions of the Lease by agreement between the Tenant and Landlord;

TENANT INITIALS ESL

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c. Grant extensions or renewals of the Lease and/or effect any release, compromise, or settlement in connection therewith;

d. Assign or otherwise transfer all or part of its interest in the Lease, Premises, or this Guaranty or any interest therein or herein; and

e. Consent to an assignment, subletting, conveyance, or other transfer of all or any part of the interest of Tenant in the Lease.

3. If Tenant holds over beyond the term of the Lease, Guarantor's obligations hereunder shall extend and apply with respect to the full and faithful performance and observance of all of the covenants, terms, and conditions of the Lease and of any such modification thereof.

4. This is a continuing guaranty. Notice of acceptance is waived by Guarantor. It shall remain in full force and shall survive the termination of the Lease.

5. No exercise or non-exercise by Landlord of any right hereby given to it, no dealing by Landlord with Tenant or any other guarantor, and no change, impairment, or suspension of any right or remedy of Landlord shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord. If legal action is taken to enforce this guaranty or any provision hereof, such action may be maintained alone, or joined with any action or other proceeding against Tenant or any other guarantor of Tenant's obligations to Landlord. Landlord may, in its sole discretion, compromise with or release the obligations of Tenant and/or other guarantors without in any way affecting its rights to proceed hereunder. The rights of Landlord are cumulative and shall not be exhausted by its exercise of any of it rights hereunder or otherwise against Guarantor or by any number of successive actions until and unless all indebtedness or obligations hereby guaranteed has been paid and/or performed.

6. Landlord with or without notice to Guarantor from any other guarantor or realized from any security, may apply payments to Landlord in such manner and order or priority as Landlord sees fit, to any obligation of Tenant whether or not such obligation is due at the time of such application.

7. This Guaranty, and all of the terms hereof, shall be binding on Guarantor and the successors and assigns of Guarantor.

8. Guarantor does not require and hereby waives all notices of Tenant's nonpayment, nonperformance, or nonobservance of the covenants, terms, and conditions of the Lease. Guarantor hereby expressly waives all notices and demands otherwise required by law which Guarantor may lawfully waive.

9. Insofar as the payment by Tenant of any sums of money to Landlord is involved, this Guaranty is a guaranty of payment and not of collection, and shall remain in full force and effect until payment in full to Landlord of all sums payable under the Lease. Guarantor waives any right to require that Landlord bring any legal action against Tenant before, simultaneously with, or after enforcing its rights and remedies hereunder against Guarantor.

TENANT INITIALS LL/ EGL

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10. Landlord shall not be required to make any demand on Tenant, apply any security deposit being held by Landlord on behalf of Tenant or any other credit in favor of Tenant, or otherwise pursue or exhaust its remedies against Tenant before, simultaneously with, or after enforcing its rights and remedies against Guarantor.

11. Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty nor any remedy for its enforcement shall be impaired, modified, released, limited, or affected in any way by any impairment, modification, release, or limitation of the liability of Tenant or its estate in bankruptcy, resulting from:

a. The operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same;

b. The rejection, or disaffirmance, of the Lease in any such proceedings; or

c. The assumption and assignment or transfer of the Lease or Tenant or Tenant's bankruptcy trustee.

12. The liability of Guarantor is coextensive with that of Tenant and also joint and several, and legal action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto.

13. Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty.

14. This Guaranty shall be governed by and construed in accordance with the laws of the State of Alaska applicable to agreements made and to be wholly performed within the State of Alaska. Guarantor hereby consents to the jurisdiction of any competent court within the Third Judicial District, State of Alaska in Landlord's discretion, including, without limitation, Federal courts of the United States, and hereby appoints _____ as its agent to receive service of process for other legal summons by any means authorized by the State of Alaska.

15. Guarantor represents and warrants that this Guaranty has been duly authorized by all necessary corporate action on Guarantor's part, has been duly executed and delivered by a duly authorized officer, and constitutes Guarantor's valid and legally binding agreement in accordance with its terms.

16. Guarantor hereby waives trial by jury in any action brought on or with respect to this Guaranty.

17. Until all obligations hereby guaranteed have been paid in full, Guarantor shall not have any right of subrogation unless expressly granted in writing by Landlord. All existing or future indebtedness of Tenant to Guarantor is hereby subordinated to all indebtedness hereby guaranteed. Without the prior written consent of Landlord, no such indebtedness shall be paid in whole or in part as long as there exists any outstanding indebtedness guaranteed hereby.

TENANT INITIALS _____

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18. Should any one or more provisions of this guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain in effect. This agreement shall inure to the benefit of Landlord, its successors and assigns. It shall be binding on Guarantor.

Dated: 2/10/23

By: _____

Jane Stinson, Member

9130 Jupiter Dr.

Anchorage, AK 99507

(address)

Dated: 2/5/23

By: _____

Leah Levinton, Member

3134 McCain Loop

Anchorage, AK 99503

(address)

Dated: 2/10/23

By: _____

Evan Levinton, Member

7920 Casey Circle

Anchorage, AK 99507

(address)

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18. Should any one or more provisions of this guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain in effect. This agreement shall inure to the benefit of Landlord, its successors and assigns. It shall be binding on Guarantor.

Dated: _____

By: _____

Jane Stinson, Member

9130 Jupiter Dr.

Anchorage, AK 99507

(address)

Dated: 2/5/23

By: _____

Leah Levinton, Member

3134 McCain Loop

Anchorage, AK 99503

(address)

Dated: _____

By: _____

Evan Levinton, Member

7920 Casey Circle

Anchorage, AK 99507

(address)

AMCO RCVD 10/07/2022

EXHIBIT "I"

To be attached to that certain Retail Lease by and between 7317 OSH, LLC as Landlord and ENLIGHTEN ALASKA OLD SEWARD, LLC as Tenant.

INSURANCE PROTOTYPE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: N/A	N/A
INSURER B: N/A	N/A
INSURER C: N/A	N/A
INSURER D: N/A	N/A
INSURER E:	
INSURER F:	

INSURED

ENLIGHTEN ALASKA OLD SEWARD, LLC

COVERAGES CERTIFICATE NUMBER: SEA-002076591 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC	X		* EXAMPLE *			EACH OCCURRENCE $ $500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ $1,000,000 PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	Per Lease & as required by State of AK			WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*Business operations at 7317 Old Seward Highway, Alaska, 99518
*Certificate holders are named as an additional insureds.
*Worker's Comp coverage shall contain an express waiver of any right of subrogation by the Insurance Company against certificate holders.

CERTIFICATE HOLDER

7317 OSH, LLC,
Cange Group, LLC
Carr & Family Properties, LLC
12350 Industry Way, Suite 200
Anchorage, AK 99515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TENANT INITIALS LL GL

LANDLORD INITIALS LAB

AMCO RCVD 10/07/2022