CORNERSTONE MALL LEASE

THIS AGREEMENT is entered into by and between

AK CORNERSTONE, LLC
320 N SANTA CLAUS LANE
NORTH POLE, ALASKA 99705
PHONE (907) 488-2100 FAX (907) 488-4141

hereinafter referred to as **"LANDLORD"**; and

BLAZE, LLC
Cliff Russell
907-347-4899
klyph3@gmail.com

hereinafter referred to as **"TENANT"**.

WITNESSETH:

In consideration of the mutual covenants of the parties hereto, it is agreed as follows:

1. **DEMISE OF PREMISES**. The Landlord hereby leases SUITE 106 comprised of 1,325 gross square feet situated within the CORNERSTONE MALL, a shopping center and mall located in Fairbanks, Alaska; together with the right to use the improvements to that property according to the terms of this agreement.

2. **TERM:** The initial term of this lease, is mutually agreed upon for the period of 5 years commencing on the September 01, 2023, and expiring at midnight on the August 31, 2028.

3. **RENT:**

3.1 Tenant shall pay to Landlord the total sum of $3,246.25 as rent for the premises together with such other sums as may be assessed by the Landlord under the other provisions of this lease payable in monthly installments, in advance and without prior demand, on the first (1st) day of each and every calendar month during the term of the lease with each monthly installment of rent payable in the amount, according to the following schedule:

The first monthly installment of $3,246.25 shall be due and payable on the first day of September 2023.

September 01, 2023 – August 31, 2026, rent shall be $3,246.25 ($2.45 per square foot)
September 01, 2026 – August 31, 2028, rent shall be $3,378.75 ($2.55 per square foot)

3.2 All rents and other sums due hereunder shall be paid, without discount or offset, in person or by mail at 320 N Santa Claus Lane, North Pole, AK 99705. Rent not received at that address within five (5) days of the date upon which it was due shall be in default and shall bear a four percent (4%) late fee. Unpaid late fees shall be treated as rent for all purposes under this lease.

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4. **SECURITY DEPOSIT:** Tenant shall deliver a security deposit in the amount of $3,200.00 to Landlord with the signing of this agreement. Said deposit shall be held by the Landlord without interest and will be returned to Tenant upon termination of occupancy, provided the premises are in the same condition as when received, less reasonable wear and tear. Should Tenant fail in the performance of the conditions herein provided, Tenant agrees that Landlord may retain said deposit to apply on account for any loss or damage hereunder.

5. **TERMINATION:** Tenant shall at the termination of this lease, whether a voluntary or involuntary termination, vacate and surrender the premises to the Landlord or its designee in good repair and in as clean a state or condition as the premises are in at the date this lease commences. No allowance shall be made to the Tenant for ordinary wear and tear, depreciation, or deterioration through the passage of time. The Tenant specifically assumes the obligation of maintaining and repairing the premises in such a time and manner as to prevent wear and tear, deterioration and depreciation.

6. **USE OF PREMISES:**

6.1 It is understood and agreed by the parties hereto that the herein described premises, unless excepted in writing by Landlord, is limited in use. The premises herein described will be used solely as a **retail of marijuana and marijuana based products**. Any change in business or deviation will be considered a breach of lease.

6.2 Tenant shall at all times keep the premises in a neat, clean, attractive and orderly condition and in good repair, and shall permit the Landlord or its authorized agent to enter onto and inspect the use and condition of the property during regular business hours.

6.3 Tenant shall comply with and abide by all requirements of the codes and ordinances of the Fairbanks North Star Borough and any applicable laws of the State of Alaska or the United States of America.

6.4 Tenant will not itself park automobiles near or on the premises, and will not permit its agents, employees and independent contractors to park automobiles near or on the premises, except as follows:

6.4.1 Tenant parking shall be permitted in those places furthest from the sidewalk areas adjoining the shopping center premises.

6.4.2 Tenant parking shall be permitted in front of the premises, but only for purposes of delivery and the loading and unloading of goods and materials, and in no event for longer than thirty (30) minutes per vehicle per day.

6.4.3 Automobiles belonging to the Tenant, its employees, agents and subcontractors parked in places other than those described in this agreement, at the discretion of the Landlord, may at any time be impounded and towed away, and the Tenant, on behalf of itself and its employees, agents and independent contractors, expressly consents to that impounding and towing away.

6.4.4 Head bolt plug-ins, located on the Northwest corner of the property, are provided for the Tenants employees on a "first come" "first serve" basis.

6.5 At the time Tenant is given occupancy of the premises, the Landlord shall provide the Tenant with two (2) keys to the locks on the entrances to the premises. Additional keys to those locks may be obtained by the Tenant at the Tenant's expense. The Tenant shall not install any other locks on the entrances to the premises or on doors inside the premises, or modify the existing locks on the premises, except with the prior written approval of the Landlord.

6.6 Tenant, if he permits trailers and equipment to remain at any loading dock on the premises for more than twenty-four (24) hours, upon request of an adjoining Tenant or upon request of the Landlord, shall move the trailers or equipment, at the Tenant's own expense, so as to afford clear and unobstructed access to the adjoining premises. If the Tenant fails to do so, the Landlord may cause the trailers or equipment to be removed to an adjoining area and assess the cost of removing the trailers or equipment as additional rent under Paragraph 11 of this agreement.

6.7 If the premises described in this lease are afforded access to the interior hallway of the Cornerstone Mall, then the Tenant shall be provided with a common key to the entrances

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from the common hallway to the premises leased under this agreement. The Tenant shall keep the main entrances to the common hallway locked at all times and shall restrict access to the common hallway to the Tenant's employees and the employees and agents of other tenants. Except in the case of a bona fide emergency, the Tenant shall not permit the general public to enter into or remain in the common hallways.

6.8 Tenant shall not erect signs on the premises except with the approval of the Landlord. Any signs must meet the uniform standards for signage imposed by the Landlord. Landlord reserves the right to issue regulations from time to time establishing standards for signage, and any such regulations shall have the force and effect of an express term of this lease. Under no circumstances shall the Tenant install window hangings, window coverings or otherwise obscure the view from the public walkways into the premises. Any temporary or permanent signs placed in the windows of the premises shall have the approval of the Landlord prior to installation. Reasonable signage will be allowed associated approved with lines of business listed in 6.1.

6.9 Tenant shall maintain sole right to possession of the leased premise for the Term of this lease so long as all covenants of the agreement are in good standing with Landlord.

7. **ASSIGNMENT AND SUBLETTING:**

7.1 Tenant shall not assign, transfer or encumber this agreement or the property described in this agreement or permit occupancy of the property by any other person without the prior written consent of the Landlord. Landlord shall have the absolute right to refuse any proposed assignment or sublease if the proposed assignee or proposed sublease intends to change the character of the use of the premises, or if the financial condition of the proposed assignee or proposed Tenant is not as good or better than the financial condition of the Tenant at the commencement of this lease. Subletting of "booth/station space" will be allowed in respect to business lines listed in 6.1

7.2 Nothing contained in this lease shall be interpreted to impair or affect in any way the right of the Landlord to assign, sublet, encumber or impair its rights under this lease to any person as security, to obtain financing, or for any other commercial purpose, provided only that the assignment does not materially impair the Landlord's covenant of quiet enjoyment to the Tenant under Paragraph 29.

8. **ALTERATIONS:**

8.1 Tenant shall make no alterations to the building or premises which would change the character or condition of the building or premises without the written consent of the Landlord. Landlord agrees to allow partition wall between room 1 & 2 to be removed to create 1 room.

9. **UTILITY AND EXPENSE SURCHARGE;**

9.1 In addition to the rent provided under Paragraphs 2 and 3, Tenant agrees to pay to the Landlord a monthly utility surcharge according to the terms of this paragraph. The utility surcharge shall be calculated on a prorata rate, per square foot of gross space leased, as set out in Paragraph 1 of this agreement.

9.2 On the fifth (5th) day of each month, the Landlord shall invoice the Tenant for their prorata share of all expenses incurred during the previous month. That invoice shall be due and payable on the first day of the following month with the regularly scheduled rental installment. The Landlord shall provide an accounting of utility expenses with each months invoice.

10. **UTILITIES AND EXPENSES:**

10.1 The Landlord, with the monthly utility surcharge proceeds paid under Paragraph 9, shall pay the following utilities and expenses:

10.1.1 Heating fuel and related heating expenses;

10.1.2 Common area electric service;

10.1.3 Water and sewer service in reasonable quantities;

10.1.4 Real property taxes and assessments;

10.1.5 Casualty insurance on the building structure, but not on the contents of the premises or the Tenant's improvements, if any;

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10.1.6 Roof and parking lot snow removal;
10.1.7 Trash and garbage removal or dumpster service;
10.1.8 Janitorial service to common areas;
10.1.9 Maintenance and repair of outside walls, exclusive of plate glass.

The Landlord, in the exercise of its reasonable discretion, shall determine what expenses need be incurred, and when those expenses should be incurred. The obligation of the Landlord under this paragraph and Paragraph 9 shall be a duty to inform the Tenant of the expenses incurred only; nothing in this paragraph or Paragraph 9 shall grant to the Tenant any right to contest, dispute or object to the expenses actually incurred.

10.2 The Tenant, at its own expense, and without payment or contribution from the Landlord, shall pay the following utilities and expenses:

10.2.1 Sales taxes, if any should be imposed, on taxable sales made on the premises;
10.2.2 All duties and charges upon the premises, not expressly assumed by the Landlord;
10.2.3 Electric service upon the premises, but not including common service areas;
10.2.4 Telephone service upon the premises;
10.2.5 Janitorial service upon the premises, but not including the common service areas
10.2.6 Snow removal from walkways adjoining the premises;
10.2.7 Plate Glass replacement.

Tenant shall pay all other utilities, services and the fees and expenses created by them. **The Tenant shall have sole responsibility for keeping and obtaining insurance coverage upon the contents of the premises and the Tenant's improvements, if any, to the premises.** The Tenant shall have sole responsibility for contacting and notifying, in the manner required by the rules and regulations of the utility companies, each utility or company and assuring that all such charges and fees are billed to and paid by the Tenant.

11. **DISCHARGE OF TENANT LIENS:** If at any time during the term of this lease, whether during the period of construction or reconstruction of buildings, or at any other time, any liens resulting from activities of the Tenant: liens of mechanics, laborers, material man, architects, employees or other persons entitled to or asserting liens under any claim of right of statute, or any chattel mortgages, conditional bills of sale, or other consensual liens shall be filed against the premises or any part of the premises, the Tenant shall, at its own costs and expense, obtain the discharge of those liens, by payment, bond or otherwise, as provided by law, within thirty (30) days after the giving by the Landlord to the Tenant of written notice that such liens have been filed. However, where under claim of lien, title to the property may be transferred within some shorter period of time than thirty (30) days after notice by the Landlord to the Tenant of the existence of that lien, then the Tenant shall have not more than one day less than the time remaining before title to the property is transferred, conveyed, or otherwise impaired. Nothing herein contained shall in anyway prejudice the rights of the Tenant to contest to final judgment or decree of any lien. The Tenant, upon reasonable notice and request in writing from the Landlord, shall also defend for the Landlord, at the Tenant's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any such lien, chattel mortgage or conditional bill of sale, and shall pay any damages, satisfy and discharge any judgment entered in such an action, suit or proceeding and otherwise save and hold harmless the Landlord from any liability, claim or damage resulting therefrom. If the Tenant defaults in obtaining the discharge of any such lien, chattel mortgage or conditional bill of sale, the Landlord, without further notice, may procure and discharge that lien by bond, payment or otherwise and all costs and expenses which the Landlord may incur in obtaining the discharge of that lien or judgment shall be paid by the Tenant to the Landlord as additional rent in accordance with the provisions of this lease.

12. **DAMAGES AND INDEMNITY:**

12.1 The Tenant shall indemnify, hold harmless and defend the Landlord and its agents from any and all liability to any person or persons for damages, claims, suits, liabilities, costs and expenses arising, directly or indirectly, from the Tenant's occupancy and use of the property, or arising from acts by the Tenant, its agents, servants, employees, customers, sub lessees and contractors.

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12.2 All property of every kind which may be on the property during the term of the agreement, including, without limitation, inventory and equipment of the Tenant upon the premises, shall be at the sole risk of the Tenant or those claiming under it, and the Landlord shall not be liable to the Tenant, its agents, employees, tenants, subtenants or any other persons whatsoever for injury or death to any person or injury to or loss of any property in or upon the property which may arise or be alleged to arise by reason of or in connection with the Tenant's use and occupancy of the property during the term of this lease. The Tenant hereby covenants and agrees to assume any and all liability and expense thereof and to save the Landlord harmless therefrom.

13. **RISK OF LOSS:** The Tenant shall bear all risk of loss as to all personal property of the Tenant stored, placed or remaining on or near the premises, including, without limitation, inventory, equipment, fixtures and employee personal effects, and the Tenant agrees to indemnify, hold harmless and defend the Landlord from any and all liability, of any kind whatsoever, arising from any allegations of loss, destruction, theft or damages to all such property, except there the claim alleges that the losses arose solely from the willful acts of the Landlord.

14. **INSURANCE:**

14.1 The Tenant shall obtain and keep in force during the term of this agreement a policy or policies of insurance covering personal injury and property damage, in the minimum amounts of Five Hundred Thousand Dollars ($500,000.00) per accident or loss and Five Hundred Thousand Dollars ($500,000.00) per person. The Landlord shall be named as an additional insured under each of those policies of insurance and copies of those policies of insurance shall be delivered to the Landlord. The contents of the premises and Tenant's improvements, if any, to the premises are not insured by the terms of the Landlord's casualty insurance policies and the Tenant expressly assumes the risk of loss as to all personal property stored therein.

14.2 All insurance policies required to be kept and maintained by the terms of this lease shall be written by insurers authorized to write insurance in the State of Alaska by the Division of Insurance, State of Alaska, and rated "AAA" by Best's Insurance Reports at the time of issuance of each policy or renewal of policy.

15. **REIMBURSEMENT FOR FUNDS EXPENDED BY LANDLORD:** After such notice, if any, as the Tenant by the terms of this lease may be entitled to receive, and in the event the Landlord shall pay or be compelled to pay any sum of money or do any act that shall require the expenditure or payment of any sum of money by reason of the failure by the Tenant to perform any one or more of the terms, covenants, conditions and agreements contained in this lease, the Tenant immediately shall repay the same to the Landlord upon demand, and if the Tenant shall fail to so immediately repay those monies, then the sum or sums so paid by the Landlord, together with interest, costs and damages, shall be added as additional rent to the next installment of rent becoming due on the next rent day, or on any subsequent rent day fixed by this lease, and shall for all purposes whatsoever be deemed to be rent due and payable on such rent day, or in any subsequent rent day, as the Landlord at the Tenant's option, may elect, and shall be payable as such. However, it is expressly covenanted and agreed that payment by the Landlord of any such sum or sums of money or the doing of any such act or acts shall not be deemed to waive or release the default in performance of those acts or the default in payment of those sums or the right of the Landlord or recover possession, at the Landlord's election, of the premises by reason of the Tenant's default with respect to any such payment or act.

16. **PREVENTION OF WASTE AND MAINTENANCE OF PROPERTY:** The Tenant shall not cause or permit any waste, damage or injury to the premises, and, at its own expense, shall keep the premises in the same order or repair as they are at the commencement of this lease less ordinary wear and tear. The Tenant shall not allow or permit Tenant's customers and clients to leave litter, debris or garbage either inside or outside of the premises.

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17. **TERMINATION AND CONDEMNATION:** If at any time during the term of this lease, the premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, then, in that event, when possession shall have been taken thereunder of the premises by the condemning authority, the term granted under this lease and all right of the Tenant under this lease shall immediately cease and terminate, and the rent shall be apportioned and paid to the date of that event. Nothing contained in this paragraph shall be a waiver, express or implied, of the Landlord and the Tenant of their rights to assert claims for damages for condemnation by any such condemning authority.

18. **PARTIAL DESTRUCTION OF PREMISES:** Partial destruction of the premises shall not render this lease void or voidable, and shall not terminate it except as is provided in this paragraph. If the premises are partially destroyed during the term of the lease, the Landlord shall repair them when those repairs can be made in conformity with government laws and regulations, and within one hundred twenty (120) days of the partial destruction. Written notice of the Landlord's intention to repair the premises shall be given to the Tenant within fifteen (15) days after any partial destruction. Rent shall be reduced proportionately to the extent to which the partial destruction of the premises and the repair operations interfere with the business conducted on the premises y the Tenant. If the repairs cannot be made within the time specified above, the Landlord shall have the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to the Tenant as provided above. If the repairs cannot be made within one hundred twenty (120) days, and if the Landlord does not elect to make them within a reasonable time, either the Landlord or the Tenant shall have the option to terminate this lease forthwith, each without further obligation or liability to the other.

19. **DISTRAINT; REMOVAL OF IMPROVEMENTS:** Any installation of improvement made to or upon the property by the Tenant under Paragraph 8 of this agreement and any goods, inventory or personal property of any kind kept or remaining upon the premises shall, at the option of the Landlord, exercised at the termination of this agreement be subject to the Landlord's right of distraint for any unpaid rents, expenses or charges.

20. **DEFAULT:**

20.1 Any of the following acts or omissions shall be a default by the Tenant and a material breach of this lease:

20.1.1 the failure by the Tenant to pay the rent;

20.1.2 the failure by the Tenant to pay any additions to rent or any other provision of this lease;

20.1.3 the failure by the Tenant to do, keep, observe and perform any of the other terms, provisions, covenants and conditions of this lease required to be kept, observed and performed by the Tenant; where the default remains uncured then (10) days following written notice of the default by the Landlord to the Tenant.

20.2 Where the default is for a breach of this lease other than a payment of rent, and the default cannot be practicably cured within ten (10) days, the Tenant may propose to the Landlord, within ten (10) days of notice of the default, a plan by which the default will be cured within sixty (60) days and, if the proposed plan is feasible, does not detract from the adjoining premises, and is proposed in good faith, the proposed plan for cure of the default will be accepted by the Landlord. The default in performance of a plan approved by the Landlord cannot be cured by a new proposed plan.

21. **REMEDIES ON DEFAULT:** In the event of any default by the Tenant, and at any time thereafter, the Landlord may serve written notice to quit upon the Tenant. The notice to quit shall provide that the Landlord elects to terminate the lease upon a specified date not less than ten (10) days after the date upon which the notice to quit is served upon the Tenant. The lease shall then terminate upon the date set out in the notice to quit, unless the Landlord, in its discretion, and with no obligation that it do so, permits the Tenant to cure the default and recover the Tenant's rights under this lease. Termination of the lease by service of a notice to quit shall not relieve the Tenant of the obligation to pay rent, except as is

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expressly set out in this lease. No default or failure to perform a proposed plan for cure of default shall be deemed waiver by the Landlord unless:

21.1 the default is cured under Paragraph 20.2 or

21.2 a written waiver is signed by the Landlord, reciting the circumstances of the default and expressly waiving the default.

22. **RIGHT TO RE-ENTER AND RE-LET:**

22.1 In the event that this lease shall be terminated as provided in Paragraph 21, or by summary proceeding or otherwise, or that the event the premises or any part thereof shall be abandoned by the Tenant, the Landlord, or its agents, servants or representatives, may immediately or at any time thereafter re-enter and resume possession of the premises or any part thereof and remove all persons and property therefrom, either by summary proceeding for forcible entry and detainer or by any other suitable action or proceeding at law or equity.

22.2 In the event that this lease is terminated as provided in Paragraph 21, or terminated by summary proceedings or otherwise, or if the premises, or any part thereof shall be abandoned by the Tenant, the Landlord, in its own name or as an agent for the Tenant if the lease is not terminated, may re-let the whole or any portion of the premises, for any period equal to or greater than or less than the remainder of the current term of this lease, for any sums which it may deem reasonable, to any new Tenant which it may deem suitable and satisfactory, and for any use or purpose which it may deem appropriate or helpful in effecting such a lease. However, in no event shall the Landlord be under any obligation to re-let the premises for any purpose which the Landlord may regard as injurious to the premises or to adjoining premises or to any Tenant which the Landlord, in the exercise of reasonable discretion, shall deem to be objectionable. The Landlord shall not in any event be required to pay the Tenant any surplus of any sums received by the Landlord on such a re-letting of the premises that may be received in excess of the rent reserved in this lease.

23. **DAMAGES ON DEFAULT:** In the event that this lease is terminated under Paragraph 21, or terminated by summary proceedings, or if the premises have been abandoned, and whether or not the premises are re-let under Paragraph 22, the Landlord shall be entitled to recover from the Tenant, and the Tenant shall pay the Landlord:

23.1 An amount equal to all expenses, if any including reasonable attorney's fees, incurred by the Landlord in recovering possession of the premises;

23.2 An amount equal to the amount of all rent which the Tenant agreed to pay to the Landlord under this lease, including additional rent, if any, less that amount of rent, if any, collected by the Landlord from the Tenant; and

23.3 Liquidated damages in an amount equal to one month's rent for the current lease year, as provided in Paragraph 3 to this lease.

24. **RELIEF UNDER TITLE 11 OF THE U.S. CODE; JUDICIAL SALE:** The Tenant agrees that this is a shopping center lease, and that in the event that the Tenant files a petition under Title 11 of the United States Code, seeking relief under the bankruptcy laws of the United States, or in the event the Tenant is subject of an involuntary petition under those laws,

24.1 If the Tenant, debtor in possession or trustee fails to expressly assume this lease within sixty (60) days of the date a voluntary petition is filed or the date an order for relief is entered, this lease shall be deemed to have been rejected and the Tenant, debtor in possession or trustee shall be deemed to have no further rights under this agreement.

24.2 If the Tenant, debtor in possession or trustee exercises any right it may have to assume this lease, the Tenant, debtor in possession or trustee, as a condition precedent to that assumption, shall:

24.2.1 cure all defaults in performance of this lease;

24.2.2 deposit with the Landlord an additional security deposit in an amount equal to the deposit provided in Paragraph 4;

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24.2.3 provide to the Landlord adequate assurance of future performance and demonstration of the ability of the Tenant, debtor in possession or trustee to perform the terms and conditions of this lease in the future.

24.3 Any assignment or attempt by the Tenant, debtor in possession or trustee to assign the lease shall be subject to the provisions of Paragraph 7 and shall require adequate assurance of future performance from the proposed assignee.

24.4 For the purposes of this paragraph, "adequate assurance of future performance" includes, but is not limited to, adequate assurance of timely payment of rent, performance of the other terms and conditions of this lease, existence and preservation of adequate financial resources in the proposed assignee, compliance with other contracts and obligations of the Landlord, and preservation of tenant mix and balance at the shopping center.

24.5 If at any time during the term of this agreement the Tenant or any of its assets located in Alaska is the subject of any judicial sale or execution sale, this agreement, at the option of the Landlord, and with no implication of waiver should it fail to exercise that right, shall terminate immediately.

25. **REPOSSESSION; HOLDING OVER:**

25.1 The Tenant, upon the expiration or termination of this lease, will peaceable and quietly deliver up to the Landlord, its successors or assigns, the premises described in this lease.

25.2 In the event the Tenant, with the consent of the Landlord, shall holdover in possession the premises after the expiration of this lease and without a written renewal of this lease, or written extension of the term of this lease, or a new lease entered into by the parties, the Tenant shall be deemed to be a tenant from month-to-month. The monthly rent amount shall be 125% of the monthly lease payment last prevailing under Paragraph 3 of this lease, plus any amount due under paragraph 10 terminable by either party at the close of the first day of a calendar month on thirty (30) days written notice to the other party.

26. **LEASE SUBORDINATION:** This lease, whether or not recorded, is subordinate to any and all deeds of trust given by the Landlord that encumber or may encumber the premises.

27. **RIGHT TO SHOW PREMISES; CONFIDENTIALITY:** The Tenant agrees that, upon reasonable notice, and not less than twenty-four (24) hours, from the Landlord or the Landlord's agent, the Tenant will permit the Landlord or the Landlord's agent to show the premises to any party which the Landlord may deem appropriate. The Landlord and Tenant waive any right of confidentiality they might have with respect to releasing information regarding the terms of this lease to any other prospective Tenant, whether or not for the purposes of leasing the premises.

28. **INSPECTION OF THE PROPERTY; CONSULTATION WITH ATTORNEY:**

28.1 The Tenant has inspected and examined the property and the condition of the property and accepts it as is, warrants that it is in full compliance with the terms and conditions of this agreement, and acknowledges that no promises, warranties or representations have been made to the Tenant except as are expressly set out in this agreement.

28.2 All of the parties to this lease acknowledge that they have had the right to review this lease and all other documents relating to this lease with their own attorney. Each party electing to have this lease reviewed by an attorney shall bear the costs and expenses so incurred.

29. **QUIET ENJOYMENT:** The Landlord covenants and agrees that the Tenant, upon the Tenant's paying the rent and observing all of the terms, covenants and conditions described in this lease, may peaceable and quietly enjoy the premises described in this lease for the term of this lease.

30. **NOTICES:** All notices required by this agreement shall be sent by the party required to give notice to the address first set out above, or to such other address as the party may have subsequently designated in writing. Except as provided in this lease, notice shall be complete when delivered or when placed in the United States mails, properly addressed, with postage prepaid.

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31. **SUCCESSION OF INTEREST:** This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest as fully and to the same extent as the original parties hereto.

32. **SEVERABILITY:** If any clause or term of this agreement shall be deemed invalid by any court of law, the enforceability of the remaining clauses and terms of the agreement shall be unaffected.

33. **COSTS AND ATTORNEY'S FEES; VENUE** If, by reason of any default or breach of any term or condition of this agreement, a civil action is filed, the losing party agrees to pay the actual costs and attorneys' fees incurred by the prevailing party. Venue in any such action shall be in the Superior Court for the State of Alaska, Fourth Judicial District.

34. **COMPLETE AGREEMENT:** This agreement sets out the entire agreement between the parties, and no modifications may be made to it except in writing signed by both the Landlord and the Tenant.

35. **JOINT AND SEVERAL LIABILITY:** Each person signing this agreement as Tenant agrees and admits that he or she is jointly and severally liable to the Landlord for the full and complete performance of the terms and conditions of this agreement.

DATED at Fairbanks, Alaska this 11 day of August, 2023.

TENANT:

~~Aurora Blaze Dispensary~~ Blaze LLC CRR
Cliff Russell

LANDLORD:

AK Cornerstone, LLC
Mike VanSickle

Initial_____

AK Cornerstone, LLC
320 N Santa Claus Lane
North Pole, AK 99705
Phone (907)460-1858 Fax (907)488-4141

LEASE ADDENDUM

To the lease dated August 11, 2023 between AK Cornerstone, LLC, Landlord and Blaze, LLC, Tenant at 607 Old Steese Highway, known as Cornerstone Mall North, Suite #106, Fairbanks, Alaska is made this 25th day of August, 2023.

Amendments to the lease:

The term of the original Lease will begin October 01, 2023, expiring August 31st, 2028.

All other terms and conditions in the original Lease will remain unchanged and in full effect through the end of the Lease.

In witness hereof, the parties hereto have executed this Addendum on the 25th day of August, 2023.

Landlord:

Mike VanSickle
AK Cornerstone, LLC

Tenant:

Cliff Russell
Blaze, LLC

AK Cornerstone, LLC
320 N Santa Claus Lane

North Pole, AK 99705

907-488-2100

LEASE ADDENDUM

To the lease dated August 11, 2023, between AK Cornerstone, LLC, Landlord and Blaze, LLC, Tenant at 607 Old Steese Highway, known as Cornerstone Mall North, Suite #106, Fairbanks, Alaska is made this December 31, 2024.

Amendment to the lease:

"The landlord/lessor will not take possession of or remove marijuana from premises, and the AMCO will be contacted in the event that becomes necessary"

All other terms and conditions in the original Lease will remain unchanged and in full effect through the end of the Lease.

In witness hereof, the parties hereto have executed this Addendum on the 31st day of December 2024.

Landlord

Mike VanSickle

AK Cornerstone, LLC

Tenant

Cliff Russell

Blaze, LLC