LEASE OF OFFICE BUILDING SPACE

THIS LEASE, made this February 2nd, 2021 , between

Double G Investments
P.O Box 10690
Fairbanks, AK 99710

hereinafter referred to as the Lessor, and

Chena Cannabis MidTown, LLC

hereinafter referred to as the Lessee,

WITNESSETH:

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

1. Demise of the Premises. The Lessor hereby leases to the Lessee a certain portion of the real property described as: 1782 sq. ft. – of the first floor of the building located at 188 Bentley Trust Road Unit A, Fairbanks, Alaska 99701. In addition, Lessee will take possession of a fenced in section of the parking lot (22'x10') on the west side of the building intended for on-site consumption and will follow site plan submitted to AMCO which includes a new egress point on the NW side of the building. Consumption hours of operation are Monday-Friday 5pm-Close. Saturday and Sunday Open-Close.

That real property and those improvements are referred to in this agreement as "the premises."

2. Term. The term of this agreement shall be for no longer than Fourty-eight (48) months, commencing not earlier than the effectuation of AMCO approved transfer, and ending at midnight April 15, 2024.

Lessee shall be permitted to assume occupancy on completion of

premises. **3. Rent**

a.) The Lessee shall pay to the Lessor as rent for the premises the sum of $171,072 (one hundred seventy-one thousand seventy-two) dollars together with such other sums as may be assessed by the Lessor under other provisions of this lease.

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b.) The Lessee shall pay to the Lessor the rent described in the preceding paragraph in monthly installments each and every month of the lease term, in advance without prior demand, with each monthly installment of rent payable in the amount, according to the following schedule:

Up to 48 months at $ 3,564.00 per month.

c.) The Lessee shall pay a 1% escalator on the base rent on a yearly basis.

d.) Absent written agreement to the contrary, rent shall be due from the time the Lessee first enters into possession, and in no event later than the first day of the term and the 15th day of each succeeding month. Rent shall be paid by the Lessee to the Lessor at PO Box 10690 Fairbanks AK 99710. Rent not received at that address within ten (10) days of the date upon which it was due shall be in default and shall bear a five- percent (5.00%) late fee. Unpaid late fee shall be treated as rent for all purposes under this lease.

e.) To secure the full faithful performance of the terms and provisions of this lease, the Lessee agrees to pay to the Lessor at the date this lease is signed, and in any event, absent written consent of the Lessor, before assuming occupancy, a security deposit in the amount of ZERO dollars. The security deposit shall be held by the Lessor, without interest, until the termination of the lease. Within fifteen (15) days of termination of the lease, the Lessor shall pay to the Lessee, without interest, the balance of the security deposit, less any damage recoverable under paragraph 19. The Lessor's signature upon the Receipt of Security Deposit at the end of this lease shall be an acknowledgment of receipt of that security deposit; the Lessor's execution of this lease shall not be an acknowledgment that the security deposit has been paid.

4. Additional Charges.

This is a Triple Net Lease; in addition to the rent provided for hereunder, and commencing at the same time as any rental commences under this lease, Tenant shall pay to Landlord the following items herein called Additional Charges:

(a) Real Estate Taxes and Insurance Premiums.
Real estate taxes shall include a pro-rated share of real estate taxes and assessments, which are levied on rents and properties. Insurance premiums

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shall include a pro-rated share of insurance premiums for fire, extended coverage, liability, loss of income due to business interruption or any other insurance that landlord deems necessary on the Premises.

(b) Utilities.
Utilities shall include (a) electrical service to the premises, (b) water and wastewater service to the premises, (c) heat and air conditioning to the premises.

Maintenance.
Shared maintenance expense shall include parking lot maintenance including snow removal, exterior maintenance and common area maintenance.

Said taxes; insurance, utilities and maintenance for the purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the Premises as it relates to the total floor area of the Premises. Additionally, lessor shall provide written documentation to support all charges upon demand.

5. Real Estate Services. N/A

6. Option.

Provided Lessee is not in default of the provisions of this lease, Lessee shall have the option to extend the term of the lease on the same terms and conditions of the original lease except for monthly rent and additional charges for an additional 4 year term. Lessee shall provide Lessor written notice of intent to exercise this option at least ninety (90) days before the expiration of initial term.

(a) Option Rent.
Option term shall be at a monthly rental rate to be negotiated 60 days prior to renewal of lease.

(b) Option Additional Charges.
The additional charges described in section (4) of this lease agreement shall be the pro-rated amount for the premises.

(c) Option To Purchase.
First right to purchase/refuse the Premises and associated merchandise if Premises is put up for sale.

7. Use of Premises.

(a) Use of the property shall be limited to use as a commercial, retail and/or marijuana retail/on-site consumption space.

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(b) The Lessee shall at all times keep the premises in a neat, clean, attractive and orderly condition and in good repair, and shall permit the Lessor or its authorized agent to enter onto and inspect the use and condition of the property during regular business hours.

(c) The Lessee 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.

(d) The Lessee shall not construct or install fixtures, partitions, or other improvements for the Lessee's use, or make structural alterations and changes thereto without the prior written consent of the Lessor, and only in accordance with the plans and specifications previously submitted to and approved by the Lessor and any governmental unit or regulatory agency having authority to review the plans and specifications.

(e) The Lessee shall at termination of this lease, whether a voluntary or involuntary termination, vacate and surrender the premises to the Lessor 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 Lessee for ordinary wear and tear, depreciation or deterioration through the passage of time. The Lessee 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.

(f) Lessee shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance of the premises, and all liens of mechanic's and material men, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration, or maintenance of the premises.

(g) Lessor will not take possession of or remove marijuana from the premises, and AMCO will be contacted in the event that this is necessary.

8. <u>Assignment and Subletting.</u>

(a) The Lessee 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 prior written consent of the Lessor. The Lessor shall have the absolute right to refuse any proposed assignment or sublease if the proposed assignee or purposed sublessee intends to change the character of the use of the premises, or if the financial condition of the proposed assignee or purposed lessee is not as good or better than the financial condition of the Lessee at the commencement of this lease. If the Lessor should permit and authorize an assignment or sublease of this agreement, the Lessee shall receive no additional or further compensation

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from the sublessee or assignee by way of incremental additional rent; any additional or further compensation shall be paid by the sublessee or assignee to the Lessor.

(b) Nothing contained in this lease shall be interpreted to impair or affect in any way the right of the Lessor 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 Lessor's covenant of quiet enjoyment to the Lessee under paragraph 16.

9. Discharge of Liens by Lessee.

Tenant shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance of the premises, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration or maintenance of the premises.

10. Damages and Indemnity.

(a) The Lessee shall indemnify harmless and defend the Lessor and its agents from any and all liability to any person or person for damages, claims, suites, liabilities, costs and expenses arising directly or indirectly from the Lessee's occupancy and use of the property, or arising from acts by the Lessee, its agents, servants, employees, customers, sub-lessees and contractors.

(b) All property of every kind which may be on the property during the term of this agreement, including, without limitation, inventory and equipment of the Lessee upon the premises, shall be at the sole risk of the Lessee or those claiming under it, and the Lessor shall not be liable to the Lessee, 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 Lessee's use and occupancy of the property during the term of this lease. The Lessee hereby covenants and agrees to assume any and all liability and expense thereof and to save the Lessor harmless therefrom.

11. Risk of Loss.

The Lessee shall bear all risk of loss as to all personal property of the Lessee stored, placed or remaining on or near the premises, including, without limitation, inventory, equipment, fixtures and employee persona effects, and the Lessee agrees to indemnify,

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hold harmless and defend the Lessor from any and all liability, of any kind whatsoever, arising from any allegations of loss, destruction theft or damages to all such property, except where the claim alleges that the losses arose solely from the willful and/or negligent acts of the Lessor.

12. Reimbursement for Funds Expended by Lessor.

After such notice, if any, as the Lessee by the terms of this lease may be entitled to receive, and in the event the Lessor 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 Lessee to perform any one or more of the terms, covenants, conditions and agreements contained in this lease, the Lessee immediately shall repay the same to the Lessor upon demand, and if the Lessee shall fail to do so immediately repay those monies, then the sum or sums so paid by the Lessor, 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 Lessor at the Lessor's option, may elect, and shall be payable as such. However, it is expressly covenanted and agreed that payment by the Lessor 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 Lessor to recover possession, at the Lessor's election, of the premises by reason of the Lessee's default with respect to any such payment or act.

13. Prevention of Waste and Maintenance of Property.

The Lessee 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 or better order or repair as they are at the commencement of this lease. The Lessee shall not allow or permit Lessee's customer and clients to leave litter, debris or garbage either inside or outside of the premises.

14. 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 statue, 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 Lessee 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 Lessor and the Lessee of their rights to assert claims for damages for condemnation by any such condemning authority. Lessee, at its sole and absolute discretion, shall have the right to terminate this Lease with thirty (30) days prior written notice to Lessor in the event the State of Alaska does not issue a retail license to do business or takes an unreasonable amount of time, outside expected timetables, to issue said license. Moreover, should any government body

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enforce or attempt to enforce a law or regulation which challenges the legality of retail marijuana sales, Lessee obligations under this lease are voided and no further rent is due. All payments made to that point are to be considered non-refundable, with the exception of the lease deposit which shall be returned to Lessee if Lessee has met all obligations outline in this lease agreement. Notwithstanding any other termination rights available to Lessee under this Lease, Lessee, at its sole and absolute discretion, shall have the right to terminate this Lease with ninety (90) days prior written notice to Lessor and a lump sum payment to Lessor in an amount equal to three (3) month's rent or the total of the remaining months of the term, whichever is less. The rental rate shall be compiled at the rate which is in effect at the time of termination. Upon termination, Lessee shall execute upon the request of the Lessor a written cancellation of the lease upon the Lessee vacating the property or upon termination of the lease, in recordable form and Lessee shall have no other further obligations, other than Lessees obligation to remove its property as herein after provided.

15. 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 Lessor 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 Lessor's intention to repair the premises shall be given to the Lessee 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 by the Lessee. If the repairs cannot be made within the time specified above, the Lessor shall have the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to the Lessee as provided above. If the repairs cannot be made within one hundred (120) days, and if the Lessor does not elect to make them within a reasonable time, either the Lessor or the Lessee shall have the option to terminate this lease forthwith, each without further obligation or liability to the other.

16. Quiet Enjoyment.

The Lessor covenants and agrees that the Lessee, upon the Lessee's paying the rent and observing all of the terms, covenants and conditions described in this lease, may peaceably and quietly enjoy the premises described in this lease for the term of this lease.

17. Removal of Improvements.

Any installation or improvement and/or build-out, other than trade fixtures, made to or upon the property by the Lessee of this agreement shall, at the option of the Lessee, exercised at the termination of this agreement be removed by the Lessee and the property restored to its former condition by the Lessee, at its expense.

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18. Default.

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

(a) the failure by the Lessee to pay the rent described in paragraph 3;

(b) the failure by the Lessee to pay any additions to rent payable under paragraph 4;

(c) the failure by the Lessee 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 Lessee;

where the default remains uncured ten (10) days following written notice of the default by the Lessor to the Lessee.

Where the default is for breach of this lease other than a payment of rent, and the default cannot be practicably cured within ten (10) days, the Lessee may propose to the Lessor, 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 fault will be accepted by the Lessor. The default in performance of a plan approved by the Lessor cannot be cured by a new proposed plan.

19. Remedies on Default.

In the event of any default by the Lessee, and at any time thereafter, the Lessor may serve written notice to quit upon the Lessee. The notice to quit shall provide that the Lessor 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 Lessee. The lease shall then terminate upon the date set out in the notice to quit, unless the Lessor, in its discretion, and with no obligation that it do so, permits the Lessee to cure the default and recover the Lessee's rights under this lease. Termination of the lease by service of a notice to quit shall not relieve the Lessee of the obligation to pay rent, except as is expressly set out in this lease. No default or failure to perform a proposed plan for cure of a default shall be deemed waiver by the Lessor unless (a) the default is cured under Paragraph 18 or (b) a written waiver is signed by the Lessor, reciting the circumstances of the default and expressly waiving the default.

21. Right to Re-Enter and Re-Let.

(a) In the event that this lease shall be terminated as provided in paragraph 18, or by summary proceeding or otherwise, or that the event the premises or any part thereof shall be abandoned by the Lessee, the Lessor, or its agents,

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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.

(b) In the event that this lease is terminated as provided in paragraph 18, or terminated by summary proceedings or otherwise, or if the premises, or any part thereof shall be abandoned by the Lessee, the Lessor, in its own name or as an agent for the Lessee 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 use or purpose which it may deem appropriate or helpful in effecting such a lease. However, in no event shall the Lessor be under any obligation to re-let the premises for any purpose, which the Lessor may regard as injurious to the premises or to adjoining premises or to any Lessee which the Lessor, in the exercise of reasonable discretion, shall deem to be objectionable. The Lessor shall not in any event be required to pay the Lessee any surplus of any sums received by the Lessor on such a re-letting of the premises that may be received in excess of the rent reserved in this lease.

22. Damages on Default.

In the event that this lease is terminated under paragraph 18, or terminated by summary proceedings, or if the premises have been abandon, and whether or not the premises are re-let under paragraph 20, the Lessor shall be entitled to recover from the Lessee, and the Lessee shall pay to the Lessor:

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

(b) An amount equal to the amount of all rent which the Lessee agreed to pay to the Lessor under this lease, including additional rent, if any, less that amount of rent, if any, collected by the Lessor from the Lessee; and

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

23. Relief Under Title of the U.S. Code: Judicial Sale.

In the event that the Lessee files a petition under Title 11 of the United State Code, seeking relief under the bankruptcy laws of the United States, or in the event the Lessee is the subject of an involuntary petition under those laws,

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

(b) If the Lessee, debtor in possession or trustee exercises any right it may have to assume this lease, the Lessee, debtor in possession or trustee, as a condition precedent to that assumption, shall (i) cure all defaults in performance of this lease; (ii) deposit with the Lessor an additional security deposit in an amount equal to the deposit provided in Paragraph 3 (c); and (iii) provide to the Lessor adequate assurance of future performance and demonstration of the ability of the Lessee, debtor in possession or trustee to perform the terms and conditions of this lease in the future.

(c) Any assignment or attempt by the Lessee, 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.

(d) 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 Lessor, and preservation of tenant mix and balance at the shopping center.

(e) If at any time during the term of this agreement the Lessee 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 Lessor, and with no implication of waiver should it fail to exercise that right, shall terminate immediately.

24. Repossession: Holding Over.

(a) The Lessee, upon the expiration or termination of this lease, will peaceably and quietly deliver up to the Lessor, its successors or assigns, the premises described in this lease.

(b) In the event the Lessee, with the consent of the Lessor, 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 Lessee shall be deemed to be a tenant from month-to-month at the monthly lease payment last prevailing

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under Paragraph 3(b) of this lease, terminable by either party at the close of the first day of a calendar month on at least thirty (30) days written notice to the other party.

25. Lease Subordination.

This lease, whether or not recorded, is subordinate to any and all deeds of trust given by the Lessor that encumber or may encumber the premises.

26. Right to Show Premises: Confidentiality.

The Lessee agrees that, upon reasonable notice and not less than twenty-four (24) hours, from the Lessor or the Lessor's agent, the Lessee will permit the Lessor or the Lessor's agent to show the premises to any party which the Lessor may deem appropriate. The Lessor and Lessee waive any right of confidentiality they might have with respect to releasing information regarding the terms of this lease to any other prospector Lessee, whether or not for the purposes of leasing these premises.

27. Inspection of the Property: Consultation with Attorney.

(a) The Lessee 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 Lessee except as are expressly set out in this agreement.

(b) 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.

28. 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, property addressed, with postage prepaid.

29. Succession of Interest.

The 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.

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30. 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.

31. 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.

32. Closing Costs.

The closing costs, if any, for this lease, shall be divided equally between the Lessor and the Lessee, except as provided in paragraph 26.

33. Superseding Lease

This lease shall replace any preceding lease and/or agreements between lessor and lessee.

34. Build-Out and Capitol Contributions

It is understood that G2 Construction/Paul Gitschel made certain capital contributions to The Lessee/The Fairbanks Cut in an ownership capacity. G2 Construction/Paul Gitschel has elected to retire his shares in the Fairbanks Cut and is owed nothing. G2 Construction/Paul Gitschel capital contribution in the form of build out services and certain cash contributions shall be considered a loss and G2 Construction/Paul Gitschel is/are owed nothing. (See The Fairbanks Cut Master Partnership Agreement)

35. 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 Lessor and the Lessee.

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2/9/2021
Date:

Lessee Signature:
Fairbanks Retail Operations, INC/Chena Cannabis Midtown

Lessee Lily Bosshart
Printed Name

STATE OF ALASKA) ss.

FOURTH JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 10th day of Feb, 2021, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Lily Bosshart to me known and known to me to be the person who executed the foregoing instrument, and he/she acknowledges to me that he/she signed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public in and for the State of Alaska
My commission expires: 01.18.22

DARIEN LOPEZ
Notary Public
State of Alaska
My Commission Expires Jan 18, 2022

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IN WITNESS WHEREOF, the parties have executed and delivered this lease as of the date first above written.

2-2-21 Date: Paul

Lessor Signature:
Double G Investments, LLC

Lessor Paul Gitschel

Printed Name

STATE OF ALASKA)ss.

FOURTH JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 10th day of Feb, 2021, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Paul Gitschel to me known and known to me to be the person who executed the foregoing instrument, and he/she acknowledges to me that he/she signed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Darien Lopez Notary Public in and for the State of Alaska
My commission expires: 01·18·22

DARIEN LOPEZ
Notary Public
State of Alaska
My Commission Expires Jan 18, 2022

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