COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on June 1st, 2021, is between:

The Lessor is 1 individual known as Gene Bloom with a mailing address of 2154 Standard Ave., Fairbanks Alaska, 99709, hereinafter referred to as the "Lessor."

AND

The Lessee is a business entity known as Alaskan Blooms LLC (Retail) with a mailing address of 2443 Arvilla St., Fairbanks, AK 99709, hereinafter referred to as "lessee."

The Lessor and the Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described retail space located at 2443 Arvilla St., Fairbanks, Alaska, 99709.

Hereinafter referred to as the "Premises."

USE OF LEASED PREMISES. The Lessor is leasing the premises to the lessee and the lessee is hereby agreeing to lease the premises for a marijuana establishment. Disclaimer: that the landlord/lessor will not take possession of or remove marijuana from the premises, and that AMCO will be contacted if this is necessary.

Any change in use or purpose of the premises other than described above shall be on prior written consent of Lessor only otherwise the Lessee will be in default of this lease agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the premises. The Lessor shall hold the rights to lease other areas of the property to any same or like uses as the Lessee.

TERMS OF LEASE. This lease shall commence on June 1st, 2021, and expire at midnight on June 1st 2023 (Initial Term).

RENT AMOUNT. {Payment shall be made by the Lessee to the Lessor in the amount $1000.00 for the initial term of this new lease agreement hereinafter referred to as "Rent." Original clause}

The rent for this lease has been paid in the form of a loan to Lessor in the amount of $151,838.73, paid in full in October 2020 to First National Bank to prevent loan foreclosure. The current rent amount of $1000.00 per month will be deducted monthly from the Lessee's credit balance of $151,838.73. Any remaining credit balance on the initial amount of $151,838.73 will be considered the down payment if or when the right to first refusal for purchase property is executed.

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RENT PAYMENT. The rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the fifth of every month.

Rent shall be paid in cash.

LATE FEE. The Lessor shall not charge a late payment fee if the payment is not made on time by the Lessee

OPTION TO RENEW. The Lessee shall have the right to renew this agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal periods by giving verbal or written notice to the Lessor no less than 60 days prior to the expiration of initial term or any subsequent renewal period. The Lessee shall have a total of 5 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease agreement as described.

RENEWAL PERIODS.

The first (1ST) renewal period shall begin on June 1st, 2023, and end on June 1st, 2025, with rent to be paid per month with the rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

EXPENSES. In accordance with a gross lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the parties, and they hereby agree, that the above-mentioned rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessees personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the premises. The Lessor shall be obligated to maintain the general exterior structure of the premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the premises, except as herein set forth. The lessor will maintain, at their expense, casualty insurance insuring the leased premises against loos by fire or negligence. The Lessee shall not have to provide or maintain personal liability or property damage insurance as a lessee.

UTILITIES. The Lessee shall be responsible for all utilities to the Premises in relation to the total property area.

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this lease.

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FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this lease.

PARKING. There shall not be any parking provided by Lessee.

RIGHT OF FIRST REFUSAL. Lessor grants to Lessee throughout initial term, along with any renewal periods, a right of first refusal to purchase the Premises pursuant to any offer received and accepted by the Lessor. Lessor must notify Lessee in writing and offer to purchase all or part of the premises with Lessee having 90 calendar days after receipt of the notice to exercise its right of first refusal and notify Lessor of its decision whether to purchase premises under the same or similar terms under the offer accepted by the Lessor. If financing is needed by the Lessee, the Lessee will be allowed the time frame as stated in the offer that was accepted by the Lessor. If the offer accepted by the Lessor is not contingent upon financing, then the Lessee shall be granted a maximum of 120 days to secure financing for the purchase of the premises, which would include applying any credit balance on Lessee's loan to Lessor as down payment.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made of these leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent will not be unreasonably withheld, and thereafter, any and all leasehold improvements to the premises which become affixed or attached to the leasehold premises shall remain the property of the lessor at the expiration or termination of this lease agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold premises. If Lessee makes any improvements to the premises the Lessee shall be responsible for payment.

Nothing in the lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the premises or the interest of the Lessee in the premises or any person under and through whom the Lessee has acquired its interest in the premises with a mechanic's lien or any other kind of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay the Lessor for all expenses related to the lien and removal thereof and shall be in default of this lease.

LICENSES AND PERMITS. A copy of all local, state and federal permits acquired by the Lessee which are required for the use of the premises shall be always kept onsite and shall be readily accessible and produced to the Lessor and/or their agents or any local, state or federal officials upon demand.

MAINTENANCE. The Lessor shall be responsible for all repairs and maintenance due to normal wear and tear on the premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of

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windows, cleaning of bathrooms, cleaning of toilets, etc. The Lessor shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules, regulations and ordinances.

In the event the building housing the leased premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties that caused said damage.

SALE OF PROPERTY. Lessee shall, in the event of the sale or assignment of Lessors interest in the building of which the premises form a part, or even in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchaser as a Lessor under this lease.

HVAC MAINTANACE. Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the premise's exclusive of any such equipment or part thereof which may be exclusively serve the leased premises, in which case the Lessee shall be responsible for such maintenance. Lessee shall reimburse the Lessor, as additional rent, for Lessee's percentage of the amount by which the cost of such maintenance and inspection.

INSURANCE. In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be

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abated or adjusted according to the extent to which the premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this lease, and in renewal thereof, at its sole expense, keep the interior of leased premises in as good a condition and repair as it is at the date of this lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damage as a result of the neglect or acts of Lessee or his guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring his contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZERDOUS MATERIALS LAWS. Shall mean any federal, state, or local laws, ordinances, rules, decrees ,orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or above the premises, the building, or the property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when same are due and payable, or shall otherwise be in default of any other terms of said lease for a period of more than 90 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the lease terminated and may immediately re-enter said premises and take possession of same.

LESSOR'S DEFAULT. The Lessee may send written notice stating the duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days of receiving such notice, unless the Lessor needs more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this lease agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this lease agreement and be held harmless against any of its terms or obligations.

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DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith'" Afterwards, if the dispute is not resolved then the Lessor and the Lessee shall seek mediation in accordance with the laws in the State of Alaska. If the Lessor and the Lessee fail to resolve this dispute through mediation, then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgement made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY – INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such an event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare them hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or heretoafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such lease shall agree that this lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or lease, so long as the Lessee shall not be in default under the terms of this lease. Lessee agrees that this lease shall be in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessors interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchaser as Lessor under this lease.

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USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises are insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials to be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessee's of the building.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the premises and acknowledges with its signature on the lease that the premises are in good condition and comply in all respects with the requirements of this lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for and particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "As is" condition as of the date hereof.

AMERICANS WITH DISABILITIES ACT. Per 42 U.S. Code 12183 if the Lessee is using the premises as a public accommodation or there are more than 15 employees the premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the premises are not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the premises for the purpose of inspecting the premises and for the purpose of making necessary repairs to the building or equipment as may be required of the Lessor under the terms of this lease. In accordance with state and local laws, the Lessor shall have the right to enter the premises without consent of the Lessee in the event of an emergency.

HOLDOVER PERIOD. Should the Lessee remain in possession of the premises after the cancellation, expiration or sooner termination of the lease, or any renewal thereof, without the execution of a new lease or addendum, such as holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the rent to be due and payable in the same amount as the previous month, terminable upon 60 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this lease shall not constitute a waiver of a subsequent default of any nature.

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GOVERNING LAW. This lease shall be governed by the laws of the State of Alaska.

NOTICES. Notices shall be directed to the following:

Lessor

Gene Bloom

2154 Standard Ave., Fairbanks, AK 99709

Lessee:

Alaskan Blooms LLC (Retail)

2443 Arvilla St., Fairbanks 99709

AMENDMENT(S). No Amendment of this lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this lease agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this lease. All other terms and provisions of this lease agreement shall remain in full force and effect.

BINDING EFFECT. This lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature G Bloom Date 6/14/21

Gene Bloom

LESSEE SIGNATURE

Signature Karen M Lowry Date 6/14/21

Karen Lowry, Owner

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