LEASE AGREEMENT

This lease agreement is entered into this 15th day April, 2019, by and between _Diamond One L.L.C._, hereinafter referred to as "Lessor", and Joe Markey and Alaskan Coffee Pot L.L.C. hereinafter referred to as "Lessees".

WHEREAS, Lessor owns the following described real property on which is located a two story building the address of which is __2219 Dunn St.____, Juneau, Alaska, and more specifically described as:

> Lot-10 McKinley Subd., Juneau Recording District, First Judicial District, State of Alaska.

WHEREAS, Lessee desires to lease 2219 Dunn Street, a portion of the first floor of the building that is located on the real property from the Lessor;

WHEREAS, the parties desire to enter into a three year lease agreement;

NOW, THEREFORE, it is agreed:

ARTICLE I

LEASE

Section 1.01: Leased Property

Lessor, for and in consideration of the rents, covenants, and conditions herein contained to be performed, kept and observed by Lessee, hereby leases, rents, and demises to Lessee, the following described real property (hereinafter referred to as "Leased Property"):

> That portion of the first floor of the Building on the above-referenced property consisting of 1200 Square feet and as referenced in Exhibit "A" attached hereto.

ARTICLE II

LEASE TERM AND EXTENSION OPTION

Section 2.01: Commencement and Expiration

This lease commences on the _15th__day of April, 2020 and shall terminate on the __31st__ day of __March__, 2023. Lessee shall be provided one (1) Three (3) year lease, in accordance with the terms and conditions of this lease agreement.

Options on the Lease: There are no options on this lease.

Upon termination of this lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender the Leased Property unless otherwise agreed.

In the event the Lessee Holds over and remains in possession of the leased premises after the expiration of this lease without the execution of a new lease, Lessee shall be deemed to be occupying the leased premises from month–to-month, all other terms of the lease agreement shall remain the same and in full effect. Lessee shall be subject to all the conditions, provisions, and obligations of this lease agreement.

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ARTICLE III

RENT

During the term of the Lease, Lessee covenants to and shall pay Lessor the beginning amount of $3,600.00 rent for April 2020, and each month thereafter. This does not include CBJ sales Taxes and Insurance. Commencing on the first day of the term of this lease, with rent to be prorated if the first day of the term is not the first day of the month and thereafter monthly on the first day of the month. If the lease terminates on a day other than the last day of the month rent shall be prorated.

Section 3.02: Rent Adjustment

1.) There shall be a 3% increase to the rent at the beginning of each year that this lease is in effect; first increase will be effective April 1, 2021. The lease rate for:

April 1, 2021 to March 31, 2022 will be $3.09 ($3,708.00 per month).
April 1, 2022 to March 31, 2023 will be $3.19 ($3,828.00 per month).

2.) Lessor agrees to a reduction of the first four months rent payments, rent for the first four months of this lease agreement shall be reduced by one half in order to allow lessee time to permit and open their business.

Section 3.03: City Sales Tax

In addition to the payment of rent as set forth above, Lessee shall pay to Lessor CBJ sales tax on the monthly rent at five 5% or the current prevailing rate.

ARTICLE IV

LESSEE TO PAY TAXES, ASSESSMENTS AND UTILITIES

Section 4.01: Lessee to Pay Taxes

Lessee agrees to pay, prior to delinquency and directly to the taxing authority in which the Leased Property is located, personal property taxes, sales tax, or any other tax assessed upon or against the Lessee. Lessee may be required to provide Lessor with written evidence of payment immediately after taxes are due.

Section 4.02: Payment of Utilities

In addition to rent, Lessee shall be charged for refuse collection, water, and sewer at the rate of $_240.00__ per month. The above-referenced utilities may be subject to change in the event of cost increases to Lessor for the same beyond the rates currently being paid at the time of execution of this Lease. Upon request, Lessor shall provide Lessee with documentation substantiating the charges and/or any proposed rate increase for the same. All other utilities to the Leased property, including but not limited to electricity, phone, Internet connections, etc., shall be placed into Lessee's name directly and paid for by Lessee.

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Lesse shall have access to the property by _April 15th _ 2020 and will be responsible for all Utilities for the month of _April 2020_.

ARTICLE V

USE OF THE PREMISES AND QUIET ENJOYMENT

Section 5.01: Use

Lessee shall use the Leased Property for the sole purpose of state sanctioned and locally permitted commercial marijuana sales, legal marijuana retail sales. Lessee shall not leave the Leased Property vacant for a period in excess of 30 days, but shall continuously throughout the term of the lease, conduct and carry on the Leased Property the type of business for which the same are leased.

Section 5.02: Lessor's Covenant of Quiet Enjoyment

Lessor covenants and agrees that Lessee, upon paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Property during the term of this lease without hindrance or molestation by Lessor or any person claiming under Lessor, or any other person claiming an interest in the Leased Property; provided, however, that this right of quiet enjoyment is subject to the exceptions set forth in this lease.

Lessor has the right from time to time to come upon and conduct an inspection of the Leased Property. Such inspection shall be reasonable with respect to the time, frequency, and manner of inspection and shall be preceded by written notice to Lessee.

Section 5.03: Hazardous Substances

Lessee shall provide written notice to Lessor immediately upon Lessee becoming aware that the Leased Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Lessee will not cause nor permit any activities on the Leased Property which directly or indirectly could result in the Leased Property or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this lease, the term "hazardous or toxic waste or substances" means any chemical, substance or material classified or designated as hazardous, toxic or radioactive, or similar term, and now or hereafter regulated under any applicable federal, state or local statute, regulation, ordinance or requirement, now or hereafter in effect, pertaining to environmental protection, contamination or cleanup.

Lessee shall comply, at Lessee's expense, with all statutes, regulations and ordinances which apply to Lessee or Lessee's activities on the Leased Property, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction which Lessee is bound by, relating to the use, collection, storage, treatment, control, removal or cleanup of hazardous or toxic substances in, on, under, over or about the Leased Property or in, on, under, over or about any adjacent property that becomes contaminated with hazardous or toxic substances as a result of Lessee's construction, operations or other activities on, or the contamination of, the Leased Property. Lessor may, but is not obligated to, enter upon the Leased Property to inspect it for compliance and to take such actions and incur such costs and expenses to effect such compliance to protect its interest as Lessor desires; and whether or not Lessee has actual knowledge of the existence of hazardous or toxic substances in, on, under, over or about the Leased

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Property or any adjacent property. Lessee shall reimburse Lessor on demand for the full amount of all costs and expenses incurred by Lessor in connection with such compliance activities.

ARTICLE VI

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ARTICLE VII

CONDITIONS, CONDITION OF PREMISES, LESSEE'S DUTY TO REPAIR, ETC.

Section 7.01: Improvements

Any additions, alterations, improvements, fixtures or changes of any kind to the Leased Property shall require the advance written consent of Lessor, such consent not to be unreasonably withheld. Lessee shall bear all costs for the additions, alterations, improvements, fixtures or changes and shall maintain the premises free and clear of all liens or other encumbrances due to such, and may remove such at the termination of the lease provided in the event of removal Lessee shall repair and replace at Lessee's sole expense the Leased Property to as good or better condition so that there is no evidence of removal of Lessee's property. Any additions, alterations, improvements, fixtures or changes approved by Lessor and not removed by Lessee at the termination of this lease shall become the property of Lessor upon termination of this lease, unless Lessor requires Lessee to remove such in which event Lessee shall remove the specified property and Lessee shall repair and replace at Lessee's sole expense the Leased Property to as good and marketable condition as when originally leased by lessee.

Section 7.02: Leased Property

Lessee accepts possession of the Leased Property "as is, where is", subject to its condition and state of repair as of the commencement of Lessee's occupancy of the Leased Property. There are no warranties of any kind, whether expressed or implied. Lessee has inspected the property and is fully knowledgeable as to the condition of the Leased Property.

Section 7.03: Lessee's Duty to Repair and Maintain

(a) Except as otherwise provided in Section 7.03.b, Lessee shall repair and maintain the Leased Property in as good condition as at the inception of this lease, reasonable wear and tear excluded, and shall keep the Leased Property free and clear of all liens or encumbrances due to such repairs and maintenance. This obligation to repair and maintain shall apply to any additions, alterations, improvements, or changes pursuant to this Article VII.

(b) Lessor shall repair and maintain the roof, siding, and exterior paint of the Leased Property. Lessor shall also be responsible for snow plowing within the parking area, additional charges to lessee based on a prorated share may be required if snow is removed from the parking area off site.

(c) Door entry ways and walk ways along building fronts are the responsibility of the lessee, and shall be shoveled and kept clear by lessee.

Section 7.04: Liability for Injuries arising from a Defect on the Leased Property

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Lessee alone shall be liable for injuries arising from a dangerous condition or defect existing upon the Leased Property. The duty herein imposed upon Lessee includes, but is not limited to, the duty to inspect for latent dangerous conditions. In the event of a claim asserted against Lessor for damages arising from the condition of the Leased Property, Lessor shall have the rights to be held harmless by Lessee and to indemnification from Lessee pursuant to Article XI of this lease, And Lessee shall defend Lessor from any such claim. Except for conditions existing prior to lease.

Section 7.05: Authority to Enter Lease

Both parties represent and warrant they have full power and authority to enter into this lease, that execution of this lease will not constitute or cause a violation of any legal obligation of either party, and that the execution of this lease has been approved by the necessary Partners and no further or additional approvals of any kind are required to execute this lease, and the persons signing below are duly authorized so to do.

ARTICLE VIII

DAMAGES BY CASUALTY

Section 8.01: Damage or Destruction

If the Leased Property shall be destroyed or rendered untenantable, either wholly or in part, by fire flood or earthquake or other unavoidable casualty, shall be the responsibility of Lessor; provided in the event of casualty due to fire, flood or earthquake, Lessor in its sole discretion may terminate the lease with no further liability for any party.

Section 8.02: Business Operation

Lessee agrees that during any period of reconstruction or repair of the Leased Property, it will continue the operation of its business to the extent practicable. Lessor agrees that during such repairs every attempt possible will be made to minimize disruptions to the Lessees Business.

ARTICLE IX

EMINENT DOMAIN

Section 9.01: Interest of Parties in Condemnation

In the event the Leased Property, or any part thereof, shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Lessor and Lessee in the award or consideration for such transfer and the effect of the taking or transfer upon this lease shall be as provided by this Article IX.

Section 9.02: Total Taking

(a) Effect on Continuation of Lease

In the event the entire Leased Property is taken, or so transferred, this lease shall terminate with no further liability for either party,

(b) Allocation of Compensation

Any compensation received or payable for the Leased Property as a result of eminent domain proceedings, or a transfer in lieu thereof, constituting a total taking shall be paid to Lessor.

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Section 9.03: Partial Taking -- Termination

(a) Effect on Continuation of Lease.

Upon partial taking or transfer of any of the Leased Property, 1) Lessee may terminate this lease, at its option, if it is commercially impracticable for Lessee to continue its operations in the portion of the Leased Property remaining and such termination shall be with no further liability for either party, or 2) the rent shall be renegotiated due to Lessee's loss of use of that part of the Leased Property, provided that if Lessor and Lessee cannot agree as to such renegotiated rent, then Lessor and Lessee shall appoint, and equally bear the cost of, an appraiser to determine the renegotiated basic rent, further provided that if either party objects to the appraiser's determination of rent, the parties will immediately upon demand by either party, appoint and equally bear the cost of, an arbitrator who shall render a decision on rent within sixty days. For purposes of this section, commercially impracticable means extreme and unreasonable hardship, loss, expense, or injury so as to render Lessee's continued occupancy and use of the Leased Property impracticable by objective commercial standard.

(b) Allocation of Compensation.

Any compensation received or payable as a result of eminent domain proceedings, or a transfer in lieu thereof, constituting a partial taking, shall be paid to Lessor.

Section 9.04: Voluntary Conveyance

A voluntary conveyance by Lessor to a public utility, agency, or authority under threat of taking under the power of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this Article.

ARTICLE X

ASSIGNMENT AND SUBLETTING; MORTGAGE

Section 10.01: Assignment and Subletting

Lessee shall not convey, sublet, license, transfer or assign the Leased Property in whole or in part without Lessor's prior written consent, which consent. Any such unauthorized conveyance, assignment, license, transfer or sublease by Lessee shall be void, and shall be deemed a material breach of this lease entitling Lessor to such remedies as may be available to Lessor pursuant to this lease, at law or equity, including but not limited to, terminating this lease and seeking damages for the future rent which would fall due until the normal expiration of the lease.

Section 10.02: Mortgage

Lessee shall not mortgage, pledge or otherwise encumber, in whole or in part, the Leased Property. Any such mortgage, pledge or encumbrance shall be deemed a material breach of the lease entitling Lessor to such remedies as may be available to Lessor pursuant to this lease, at law or equity, including but not limited to terminating the lease and seeking damages for the rent which would fall due until the normal expiration of the lease.

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ARTICLE XI

INDEMNITY AND HOLD HARMLESS

Section 11.01: Indemnity and Hold Harmless by Lessee

Lessee shall promptly indemnify and hold harmless Lessor against all claims, damages, liabilities, costs, expenses, actual attorneys' fees, and losses incurred by Lessor as a result of:

(a) Failure of Lessee to perform any covenants or provision of this lease.
.

(b) Any accident, injury, or damage to person or property which shall be sustained in or about the Leased Property from any cause related to Lessee's possession, use, or occupancy of the Leased Property or the activities of Lessee or its employees, agents, shareholders, officers, directors, or invitee's on or about the Leased Property and caused by the willful and/or negligent acts of Lessee.

(c) Any claim or liability imposed upon Lessor per Section 7.04 of this lease

(d) Failure of Lessee to comply with any federal, state, or local law, statute, ordinance or regulation;

(e) Any lien filed against the Leased Property as the result of any work performed at the instance of Lessee.

(f) Lessees business or business activities

Section 11.02: Indemnity and Hold Harmless by Lessor

Lessor shall promptly indemnify and hold harmless Lessee against all claims, damages, liabilities, costs, expenses, actual attorneys' fees, and losses incurred by Lessee as a result of:

(a) Failure of Lessor to perform any covenant or provision of this lease; and

(b) Any accident, injury, or damage to person or property which shall be sustained in or about the Leased Property from any cause related to Lessor's willful or negligent ownership, maintenance and operation of the building and property containing the Leased Property.

ARTICLE XII

INSURANCE

Section 12.01: Liability Insurance

(a) Lessee shall maintain throughout the term of this lease, at its sole cost and expense, policies of general public comprehensive liability insurance written by responsible insurance companies licensed to do business in Alaska, insuring Lessee and Lessor (and such other persons, firms or corporations as are designated by Lessor) against liability for personal injury, death or property damage due to (1) Lessee's use or occupancy of the Premises or the Subject property of (2) the condition of the Premises. Said insurance shall afford protection in limits of not less than $1,000,000 in respect to injury or death to a single person, and to the limit of not less than $2,000,000 for injury or death to any number of persons and

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$1,000,000 for damage or destruction to property. Lessee shall provide Lessor satisfactory certificates(s) of insurance evidencing the insurance coverage required by this paragraph. Lessee shall obtain a written obligation on the part of the insurance company to notify Lessor at least thirty (30) days in advance of any cancellation of such insurance policy. The certificate(s) of insurance shall be promptly delivered to Lessor prior to the date upon which rent is first due and renewals thereof shall be delivered to Lessor at least thirty (30) days prior to the expiration of the policy term. If Lessee should fail to comply with the foregoing requirements relating to insurance, Lessor may, but is not obligated to, obtain such insurance and Lessee shall pay to Lessor on demand as additional rent hereunder the cost thereof, plus interest at the rate specified in paragraph 7.

Section 12.02: Insurance Premium Increase

Lessee shall not store, use, sell or offer for sale in or upon the Premises any article which may be prohibited by Lessor's casualty and fire insurance policy nor shall Lessee conduct activities prohibited by such policy. Lessee shall pay any increase in premiums for casualty and fire (including all risk coverage) insurance that may be carried by Lessor on the Premises or the Subject property of which the Premises is a part, due to Lessee's storage, use, sale or offer for sale in or upon the Premises of any article, or Lessee's activities or occupancy of the Premises, whether or not Lessor has consented thereto. In such event, Lessee shall also pay an additional premium on the insurance policy that Lessor may carry for its protection against rent loss through fire or casualty.

Section 12.03: General Requirements

(a) All insurance carried by Lessee pursuant to Sections 12.01 and 12.02 shall contain endorsements naming Lessor as an additional insured with respect to liability arising out of the Lessee's use of the Leased Property. All the above required policies shall waive any and all rights of subrogation against Lessor, and Lessor's officers, directors, employees, agents, successors and subsidiaries, provided that any policy claim is not the result of negligence by Lessor, or Lessor's officers, directors, employees, agents, successors or subsidiaries.

(b) Lessee shall maintain the above required insurance coverage's throughout the term of this lease and shall provide Lessor with satisfactory evidence of payment of premiums for these coverage's within fifteen (15) days from the date upon which these premiums become due and payable.

(c) Prior to the commencement of this lease and upon each policy renewal, Lessee shall provide Lessor with certificates of insurance evidencing that Lessee is in compliance with all of the above requirements. Said certificates shall provide that Lessor will be given thirty (30) days prior notice of cancellation or material alteration of any of the required policies pertaining to the Leased Property. Upon request, Lessee shall permit the Lessor, at Lessor's expense, to examine any of the insurance policies specified herein.

(d) All required insurance policies shall be issued by insurance companies authorized to conduct business in Alaska and with an A.M. Best Rating Guide rating of A- VI or better.

ARTICLE XIII

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GENERAL PROVISIONS

Section 13.01: No Waiver of Breach

No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this lease, but each and every condition, agreement, and term of this lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 13.02: Successors in Interest

Each and all of the covenants, conditions, and restrictions in this lease shall inure to the benefit of and shall be binding upon the successors in interest of Lessor and the assignees, transferees, tenants, licensees, and other successors in interest of Lessee.

Section 13.03: Governing Law

This lease shall be governed by, construed, and enforced in accordance with the laws of the State of Alaska. Venue shall be in the trial courts at Juneau, Alaska. Those laws shall govern every aspect of the enforcement of this Lease.

Section 13.04: Partial Invalidity

If any term, covenant, condition, or provision in this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 13.05: Relationship of Parties

Nothing contained in this lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Lessor and Lessee; and neither the method of computation of rent nor any other provisions contained in this lease nor any acts of the parties shall be deemed to create any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

Section 13.06: Interpretation

The language in all parts of this lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Lessor or Lessee. Both parties have had the option to retain counsel to negotiate this lease. Unless otherwise required, the following rules of construction shall apply to this lease:

(a) Number and Gender. In this lease, the neuter gender includes the masculine and the feminine, and the singular number includes the plural; the word "person" includes corporation, partnership, limited liability company, firm, or association, wherever the context so requires.

(b) Mandatory and Permissive. "Shall", "will", and "agrees" are mandatory; may" is permissive.

(c) Headings and Captions. The headings and captions identifying the articles and sections of this lease are for the convenience of reference only and shall in no way be considered in interpreting, construing, or enforcing the terms and provisions of this lease.

Section 13.07: Payment of Rent

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All rents and other sums payable by Lessee to Lessor shall be paid in full at the time due.

Section 13.08: Notices

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this lease by either party to the other shall be in writing and shall be sufficiently given if personally served upon the party to receive the same or if sent by certified mail, return receipt requested, postage prepaid, and addressed to the party to receive the same, as shown below, or by facsimile, or to such other address as each respective party may designate from time to time by notice to the other:

Lessee: Joe Markey and Alaskan Coffee Pot L.L.C.
P.O. Box 8001 Port Alexander, Ak. 99836
907-568-2206

Lessor: _Diamond One L.L.C._ P.O. Box 32403 Juneau, Alaska. 99803
Attn: Richard Harris – Managing Memeber
907-790-4146

Section 13.09: Change of Address

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this section.

Section 13.10: Good Faith

The terms of this lease impose an obligation of good faith on Lessor and Lessee in the performance and enforcement thereof; and both parties shall do all acts and execute all documents necessary to carry out the terms of this lease.

Section 13.11: Counterparts

This lease plus exhibits may be executed by the parties in counterparts, each of which shall be deemed an original.

Section 13.12: Time of the Essence

Time shall be of the essence in the performance of this lease.

Section 13.13: Lessor Assignment

In the event of a transfer or assignment by Lessor of its interest in this lease, or the Leased Property, to a person assuming in writing Lessor's obligations under this Lease, Lessor shall thereby be released from any further obligation hereunder, and Lessee agrees to look solely to the successor in interest for performance of such obligations and shall attorn to any such successor so long as any security given to Lessor by Lessee to insure performance of Lessee's obligations hereunder is given by Lessor to its successor in interest. Lessor shall thereby be discharged of any further obligation relating thereto.

ARTICLE XIV
LESSEE'S COMPLIANCE WITH LAWS, ETC.

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Section 14.01: Lessee's Compliance

Lessee shall comply with all federal, state, and local statutes, ordinances, regulations, and requirements affecting Lessee's use of the Leased Property, Lessee shall secure all necessary federal, state, and local licenses, permits, or authorizations necessary to allow Lessee to use the Leased Property for the use set forth in Section 5.01.

Section 14.02: Waste and Nuisance

Lessee shall not commit waste nor allow the continuance of a nuisance on the Leased Property.

ARTICLE XV

ENTIRE AGREEMENT

Section 15.01: Entire Agreement

This agreement constitutes the entire agreement between the parties hereto. It replaces all previous representations, oral or written, writings, leases, and memoranda between the parties. The agreement shall not be modified, altered, or changed except by written agreement signed by the parties hereto.

ARTICLE XVI

SIGNS

Section 16.01: Lessor's Signs

Lessee shall permit Lessor to place and maintain "For Rent" or "For Lease" or "For Sale" signs in the Leased Property at any time.

Section 16.02: Lessee's Signs

Lessee's signs shall comply with the ordinances, laws, and regulations of the City and Borough of Juneau and the State of Alaska, and shall be approved in writing by Lessor.

ARTICLE XVII

DEFAULT OF LEASE

Section 17.01: Lessee's Default

In addition to other acts of default defined elsewhere in this lease, the following constitutes default by Lessee:

(a) Lessee shall fail to pay any installment of rent or perform any other obligation hereunder involving the payment of money within five (5) days from the date the same is due. Any payment physically received by Lessor after the 5th day of any month but prior to the 11th day of any month shall have a late fee of $35/day for each day after the 5th.

(b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than those described in subjection (a) above, and not cure, or begin reasonable efforts to cure, the failure within fifteen (15) days after written notice of the default is received by Lessee.

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(c) Lessee, or any guarantor of Lessee's obligations under this Lease, becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

(d) Lessee, or any guarantor of Lessee's obligations under this lease, shall file a petition under any provision of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or of any state thereof, or Lessee or any guarantor of Lessee's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Lessee or a guarantor of Lessee's obligations under this Lease.

(e) A receiver or trustee is appointed for the Leased Property or for all or substantially all of the assets of Lessee or of any guarantor of Lessee's obligations under this Lease.

(f) Lessee shall desert or vacate or shall commence to desert or vacate the Leased Property or any substantial portion thereof or shall remove or attempt to remove, without the prior written consent of Lessee, all or a substantial portion of Lessee's goods, wares, equipment, fixtures, trade fixtures, furniture, or other personal property.

(g) Lessee shall do or permit to be done anything which creates a lien or encumbrance upon the premises.

Section 17.02: Lessor's Default

In addition to other acts of default defined elsewhere in this lease, the following constitutes default by Lessor:

(a) Lessor's intereference with or failure to allow Lessee use and quiet enjoyment of the Leased Property pursuant to the terms set forth in this Lease.

(b) Lessor shall fail to comply with any term, provision or covenant of this Lease, other than those described in subjection (a) above, and not cure, or begin reasonable efforts to cure, the failure within fifteen (15) days after written notice of the default is received by Lessor.

Section 17.02: Remedies Upon Default

In the event either Lessor, Lessee, their assigns and/or successors, shall neglect or fail to perform or observe any of the covenants, provisions or conditions of this Lease, within fifteen (15) days of written notice of such default, then the defaulting party shall be liable for any and all damages or remedies available in law or in equity.

The parties to this Lease recognize Lessor's common law rights to distraint and distress, and further stipulate and agree to remedies of distraint and distress in addition and in supplementation to common law rights. In the event of a Lessee default, Lessor may promptly seize and distrain any and all property located upon the Leased Property, subject to release in the event of timely cure, to secure Lessor's rights and remedies in regard to rents, fees, damages and/or losses occasioned by Lessee's default. Regardless of any other provisions of this paragraph Alaska Landlord Tenant Law applies and shall govern all Landlord Tenant issues that now or in the future may arise between the parties of this addendum and underlying lease agreement.

a. In the event of Default by Tenant, Landlord will not remove or take possession of any marijuana or marijuana products.

b.In the event of Default by Tenant, Landlord will notify AMCO at an address to be provided by Tenant."

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If this lease is terminated, the Lessee's and any guarantor of Lessee's liability shall survive, and the Lessee and any guarantor of Lessee's liability shall be liable for damages. The enumeration of rights of Lessee is not intended to imply that the rights are mutually exclusive or are in lieu of any or all statutory, common law or other rights.

Section 17.03: Expenses From Default

It is further agreed that, in addition to the items of damage available in law or equity, the parties shall have the right to require compensation from the defaulting party for all expenses incurred by the non-defaulting party in effecting or protecting possession or repossession and in protecting all rights granted by way of this Lease.

Section 17.04: Injunction, Cumulative Remedies

The parties may also restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of the defaulting party. The remedies of parties hereunder shall be deemed cumulative and not exclusive of each other.

Section 17.05: Attorney's Fees

If an action or proceeding is brought in connection with this lease, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and other reasonable fees and costs incurred in that action or proceeding (whether at trial, on appeal, and/or in a bankruptcy or similar proceeding) and in enforcing any judgment rendered thereon, in addition to any other relief to which it may otherwise be entitled. For purposes of this Lease, the prevailing party means the party who succeeds either affirmatively or defensively under claims having the greater value or importance, as decided by the court.

ARTICLE XVIII

LESSOR'S CONTRACTUAL SECURITY INTEREST

Section 18.01: Security Interest

In addition to any statutory lien, Lessor shall have at all times a valid security interest to secure payment of all rent and other money becoming due thereunder from Lessee and any damage, cost, expense, liability, or loss which Lessor may suffer by reason of the breach by Lessee of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, work, improvements, alterations, trade fixtures, addition, improvements or alterations and other property of Lessor situated on the Leased Property and the proceeds thereof. Upon default by Lessee, Lessor may, in addition to any other remedies provided herein, enter upon the Leased Property and take possession of the Leased Property and proceeds without liability for trespass or conversion, and sell the same at public or private sale after giving Lessee reasonable notice of the time and place of any sale. Lessor or its assigns may purchase at such sale unless otherwise prohibited by law. Any sale made pursuant to the provision of this paragraph shall be conducted in a commercially reasonable manner. The proceeds from any such disposition, less any and all expenses connected with taking, holding and selling the property (including actual attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Lessee or disposed of as required by law and the Lessee shall pay any deficiency forthwith. Upon request by Lessor, Lessee agrees to execute and deliver to Lessor a financing statement in a form sufficient to perfect the security interest of Lessor in the Leased Property and proceeds thereof under the provisions of the Uniform Commercial Code as adopted in Alaska

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a.) In the event of Default by Tenant, Landlord will not remove or take possession of any marijuana or marijuana products.
b.) In the event of Default by Tenant, Landlord will notify AMCO at an address to be provided by Tenant."

ARTICLE XIX

SUBORDINATION

Section 19.01: Subordination

This lease shall be subject and subordinate to any mortgage(s) or deed(s) of trust that may hereafter be placed on the real property of which the Leased Property are a part, and to any and all advances to be made thereunto, and to the interest thereon and all renewals, replacements and extensions thereof. Lessee will, upon written demand of Lessor, execute any instrument required to subordinate the rights and interest of Lessee under this Lease to the lien of any mortgage(s) or deed(s) of trust at any time placed upon the Leased Property.

ARTICLE XX

MISCELLANEOUS

1.) If any added ventilation is required or needed within the space do to smells, vapors , or toxins being produced by the Lessees business all costs to install shall be the responsibility of the lessee.

2.) If for any reason Lessees business causes a legal liability to the Lessor, then upon notice from the Lessor this lease is null and void.

Section 20.01: Estoppel Certificates

Lessee shall, at the request of Lessor and from time to time, execute, acknowledge and deliver to Lessor a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the date to which rent and any other charges have been paid in advance. Lessee acknowledges that any statement made pursuant to this paragraph will be relied upon by prospective purchasers and lenders.

Any modifications, alterations or changes to this lease agreement beyond the signing of this original lease, can be executed by one or both lessees. All modifications, alterations, or changes will be binding upon all lessees.'

XXI

PARKING

Section 21.01: Parking

Lessee shall be allowed four parking spaces, Lessee will be sharing parking with other tenants within the building and surrounding properties; Lessee agrees to cooperate with the Lessor for best function of the parking area. Lessor reserves the right to designate spaces to individual Lessee's. There shall be no overnight parking or storage of vehicles within the parking area.

XXII

SECURITY DEPOSIT

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Section 22.01: Security Deposit

There shall be a security deposit paid to Lessor in the amount of $__4,000.00_____, to be held by the Lessor to secure the faithful performance of Lessee's obligations pursuant to this Lease. Upon completion and/or termination of this Lease, Lessor shall be required to either return the above-referenced security deposit to Lessee or alternatively, within fifteen (15) days of Lessor recovering possession of the Leased Property, provide a written notice to Lessee accounting for and itemizing the disposition of Lessee's security deposit. Amounts which can be withheld from any such security deposit include any accrued rent and/or any damages that the Lessor has suffered by reason of the Lessee's noncompliance.

XXIII

LESSEE AND LESSOR

Section 23.01: Lessee

The Lessee herein is to be: Joe Markey and Alaskan Coffee Pot L.L.C. _____

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Section 23:02: Lessor

Lessor herein is to be: Diamond One L.L.C.

IN WITNESS WHEREOF, these presents are hereby signed by the parties hereto.

LESSEE: _____
Joe Markey

LESSEE: _____
Alaskan Coffee Pot L.L.C.
By Joe Markey
Its: Managing member

LESSOR:
Diamond One_L.L.C.
By Richard Harris
Its: Managing member

Katherine Harris
for Richard Harris

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