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AMENDED AND RESTATED LICENSED MARIJUANA FACILITY LEASE

This AMENDED AND RESTATED LEASE (the "Lease") goes into effect the 1st day of May, 2019 ("Effective Date"), by and between Harris & Martens, Inc., an Alaska Corporation ("Lessor") and AlaskaSense, LLC, an Alaska limited liability company, whose address is 521 West Tudor Road, Unit 202, Anchorage, Alaska 99503, and Smadar Warden, a shareholder/owner/partner in AlaskaSense, LLC (collectively the "Lessee"), whose address is 521 West Tudor Road, Unit 202, Anchorage, Alaska 99503.

RECITALS

WHEREAS Lessor and Lessee previously entered into a Lease dated April 17th, 2019 and this is an amendment and restatement of the Lease. The terms and conditions of the Lease have been amended and restated as follows:

WHEREAS, Lessee currently owes Lessor $49,400.00 in unpaid rent pursuant to the terms of the Lease.

WHEREAS, as a condition of Lessor entering into the Lease, Lessee has provided Lessor a Fixed Rate Promissory Note (the "Note") for the full amount of the unpaid rent.

WHEREAS, if Lessee defaults under its payment terms under the Note, it shall also constitute a default under the Lease and Lessor will be able to exercise all of its remedies under the Lease.

WHEREAS, Lessee seeks to operate a licensed marijuana facility within the Municipality of Anchorage; and

WHEREAS, Lessee is aware that the cultivation, manufacturing, sale, and possession in general of marijuana remains federally unlawful despite the State of Alaska laws and regulations permitting such activities; and

WHEREAS, Lessee and Lessor recognize that Lessee's use of the property as a licensed marijuana facility subjects Lessor to increased risk and liability; and

WHEREAS, Lessor and Lessee agree that the use of the property as a marijuana facility or establishment requires strict compliance with state and local law and that any ambiguity in the terms of the Lease must be interpreted to comply with law and preserve the health and safety of neighboring tenants and the public at large; and

WHEREAS, the federally unlawful nature of the commercial marijuana industry results in increased financial risks, which include but are not limited to the inability for Lessee to rely upon traditional security interest, which necessitates increased rents, security deposits, and interest charges; and

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WHEREAS, the State of Alaska Marijuana Control Board nor the Lessee can foretell when or if the marijuana license for this Premises will be approved.

NOW, THEREFORE, in consideration of the Recitals (which are incorporated into the Lease), the mutual covenants and conditions contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

Lessor, for and in consideration of the rents, covenants, and conditions hereinafter specified to be paid, performed, and observed by Lessee, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the property located in the Municipality of Anchorage Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

All and the whole of store front at 217 East 4th Ave, consisting of approximately 2036 square feet more or less.

The property so described, excluding all buildings, structures, fixtures, and other similar improvements located thereon at any time during the Term (as defined in Section 1 of this Lease) is hereinafter referred to as the "Premises" or the "Leased Premises."

1. TERM. This Lease shall be for five (5) years and shall commence on the 1st day of May, 2019 and end on the 30th day of April, 2024 (the "Initial Term").

2. RENT. Beginning on the first day of the Initial Term, and continuing on the first day of each calendar month thereafter, Lessee shall pay Lessor rent in the amount of Five Thousand Ninety & 00/100 ($5,090.00) per month ("Base Rent"). Base Rent shall be paid at the address set forth in Section 4 of this Lease, or such other place as Lessor may designate in writing from time to time. All Base Rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. All Base Rent shall be paid in lawful currency of the United States of America. The Base Rent for the last month of this Lease has been paid by Lessee to Lessor concurrently with the execution of this Lease as advance rental and the receipt of the same is hereby acknowledged by Lessor. Base Rent will increase yearly on the anniversary date based on the Consumer Price Index for Anchorage, Alaska. This annual increase will not be less than 3% and will not exceed 6%.

3. USE. It is understood and agreed between the parties that the Lessee intends to use the property herein leased to conduct the business of Marijuana Retail Store. In the event Lessee intends to change the above-described purpose, Lessee shall obtain Lessor's written approval for any change in the use or purpose of the Premises.

4. PAYMENTS. Lessee agrees to make all payments of Base Rent or any other payment owed to Lessor at the HARRIS & MARTENS INC, 620 W. FIREWEED LANE, ANCHORAGE, ALASKA 99503.

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5. UTILITIES. The Lessee shall be responsible for waste removal and shall not use dumpster service provided by Lessor and shall comply with all waste removal requirements under Alaska law, including but not limited to 3 AAC 306. Lessee shall provide its own security, janitorial services, heating/cooling, electric, water, and any other utility on the Premises. In no event shall Lessor be liable for any failure or interruption of utility service to the Premises.

6. MARIJUANA FACILITY COMPLIANCE PLAN. Lessee shall provide Lessor with a plan entitled "Marijuana Facility Compliance Plan" (the "Plan"). This Plan shall be submitted to Lessor at least 30 days before Lessee initiates operations on the Premises. The Plan shall:

A. Waste Disposal. Identify the waste disposal requirements for the Premises under Alaska and local law, including but not limited to 3 AAC 306.740. Identify Lessee's plan for complying with state and local law waste disposal requirements. Identify any expected challenges or risks associated with waste disposal that affect or may affect Lessee, Lessor, other nearby or adjoining lessees or property owners, or the public accessing the Premises or neighboring or adjoining property.

B. Security. Identify the security requirements for the Premises under Alaska and local law, including but not limited to 3 AAC 306.710; 3 AAC 306.715; and 3 AAC 306.720. Identify Lessee's plan for complying with state and local law regarding security, access restriction, and surveillance requirements. Identify any expected challenges or risks associated with securing or monitoring the Premises that affect or may affect Lessee, Lessor, other nearby or adjoining lessees or property owners, or the public accessing the Premises or neighboring or adjoining property.

C. Health and Safety. Identify the health and safety requirements for the Premises under Alaska and local law, including but not limited to 3 AAC 306.735. Identify Lessee's plan for complying with state and local law regarding health and safety requirements. Identify any expected challenges or risks associated with compliance with such laws that affect or may affect Lessee, Lessor, other nearby or adjoining lessees or property owners, or the public accessing the Premises or neighboring or adjoining property.

7. SUBLEASE. Under no circumstances shall Lessee assign, transfer, sublease, or in any other way dispose of an interest in or right under this Lease. In the event Lessee violates this section of the Lease, Lessee shall be fully liable for any default of the provisions of this Lease by any assignee or sublessee, and any such assignment or sublease shall be expressly subordinate to this Lease and shall incorporate the provisions of this Lease. Any assignee or sublessee shall be expressly bound by and accept the obligations of this Lease.

8. ALTERATIONS. Lessee shall not alter, repair, or decorate the Premises without written consent from Lessor. All alterations, repairs, and decorations

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must comply with federal, state, and local law and any conditions imposed by Lessor. Lessee shall bear the expense of all alterations, repairs, and decoration. All alterations, repairs, and decorations attached to the Lease Premises shall become the property of the Lessor upon termination of this Lease if Lessor accepts the property.

9. CONDUCT OF BUSINESS. Lessee shall comply with all state and local law and all federal laws, except federal laws inconsistent with Alaska Statute 17.38. Lessee shall submit to Lessor a copy of any license or permit application and any decision or order by a government entity regarding such application or permit. Lessee shall submit to Lessor a certified copy of its approved marijuana facility license prior to commencing operations on the Premises. Lessee further agrees that the Premises are not be used for cooking, bathing or any habitation.

10. MAINTENANCE AND REPAIR. Lessee shall at its own expense, maintain the Premises in a good state of repair at all times during the term of the Lease; this includes, but is not limited to: interior and exterior glass, fluorescent lighting (including ballasts), carpeting, painted surfaces, doors, and locking mechanisms. Lessee shall keep the sidewalk abutting the Premises free and clean of obstructions including snow, slippery ice, debris, and dust.

Lessor shall be responsible for maintenance and repairs of the roof, foundation, exterior walls, and all common areas unless the damage is due to the negligence of Lessee, its agents, and employees or its operations and use of the Premises as a marijuana facility. Lessor shall keep the Premises parking area free from snow, debris, and dust.

11. SURRENDER OF PREMISES. At the expiration or sooner termination of this Lease, Lessee shall return the Premises to the Lessor in good and clean condition, reasonable wear and tear and damage by fire caused by Lessee or unavoidable casualty for which the Premises has insurance coverage excepted. If Lessee made alterations, additions, or improvements, Lessee shall, at its own expense, remove all alterations, additions, or improvements at the termination of the Lease, unless Lessor provides otherwise in writing. Lessee shall pay for or repair any damages to the Premises caused by such removal. Upon removal of trade fixtures, appliances, and equipment that are not attached to the Premises, Lessee shall restore the Premises to the same condition it was in prior to the installation of such fixtures, appliances, and equipment. Any trade fixtures, appliances, equipment, or other property not removed from the Premises by Lessee upon termination of the Lease shall be deemed abandoned by Lessee, provided that Lessee shall save and hold Lessor harmless from any liability, loss, cost, or damage arising from Lessee's failure to remove such items.

12. DAMAGE BY FIRE.

A. Fire Unrelated to Lessee's Use of Premises. In the event the Premises is destroyed or damaged by a fire and that fire is not caused by or in

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any way related to Lessee's operation, use, or lease of the Premises, Lessee or Lessor may terminate the Lease. In the event both parties elect not to terminate the Lease, the rent shall be abated until such time as the Premises is again fit for occupancy.

B. Fire Related to Lessee's Use of Premises. Lessor may immediately terminate the Lease in the event the Premises is destroyed or damaged by a fire that is caused or related to Lessee's operation, use, or lease of the Premises.

C. No Waiver of Liability. Nothing in this section shall be construed to release Lessee from liability, under the Lease or otherwise, in the event loss or damage by fire is caused by acts or omissions or arising from acts or omissions by Lessee, its agents, employees, representatives, or patrons.

13. INDEMNIFICATION. All personal property on Premises owned or in the care or the control of Lessee shall be at the risk of Lessee. Lessor shall not be liable for any injury or death to any person or for any loss or damage to any property or for any other loss or damage on or about Premises from any cause whatsoever. Lessee assumes liability for and agrees to indemnify, save, and hold Lessor harmless from any and all claims arising out of its use of the Premises, and any operations necessary or incidental thereto, including claims for damage, death, or injury to any person, persons, or property arising from any act or omission of, or the use, possession, or occupancy of the Premises by Lessee, its officers, employees, agents, invitees, visitors, or other persons. Lessee's obligation of indemnification shall extend to and encompass costs and all attorneys' fees associated with the defense of any such claim or action. Lessee's indemnification shall survive the termination of this Lease. Lessee's liability shall not be limited to the amount of insurance coverage available under any existing policies.

14. HOLDOVER. Lessee's holdover beyond the expiration of the Lease Term of Lease is prohibited. However, failure to vacate Premises at expiration of the Lease shall constitute a tenancy from month-to-month on the same terms and conditions set forth in this Lease.

15. ENVIRONMENTAL REQUIREMENTS. In furtherance, and not in limitation, of the foregoing, Lessee:

A. Compliance. Must, at its own expense, comply with all laws, ordinances, regulations, and administrative agency or court orders, including but not limited to those relating to health, safety, noise, environmental protection, waste disposal, Hazardous Substances, and water and air quality. "Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state or local law as (1) a "hazardous substance" pursuant to §101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 (14), or §311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, each as now or hereafter amended; (2) a "hazardous waste" pursuant to §1004 or §3001 of the Resource

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Conservation and Recovery Act, 42 U.S.C. §6903, 42 U.S.C. §691, as now or hereafter amended; (3) a "toxic pollutant" under §307(1)(a) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(1)(a); (4) a "hazardous air pollutant" under §112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (5) a "hazardous material" under the Hazardous Material Transportation Act, 49 U.S.C. §1802(2), as now, or hereafter amended; (6) toxic or hazardous substances pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (7) presenting a risk to human health or the environment under other applicable federal, state, or local laws, ordinances, or regulations, as now, or as may be passed or promulgated in the future. In the event any discharge, leakage, spillage, emission, or pollution of any type occurs upon or from the Leased Premises during the Lease Term or any holdover thereafter, Lessee, at its own expense, must clean and restore the Leased Premises to the satisfaction of Lessor and any governmental body or court having jurisdiction of the matter.

B. Liability. Shall indemnify, hold harmless, and defend Lessor against all liability, cost, and expense (including, without limitation, any fines, penalties, clean-up costs, judgments, litigation costs, and attorneys' fees) incurred by or levied against Lessor as a result of Lessee's breach of this section of the Lease, or as a result of any discharge, leakage, spillage, emission, or pollution on or discharged from the Leased Premises, without regard to whether such liability, cost or expense arises during or after the Lease Term; provided, however, that Lessee shall not be required to indemnify Lessor under this section of the Lease if the parties agree or a court of competent jurisdiction determines that such liability, cost, or expense is caused directly by Lessor or is attributable solely to events that occurred prior to Lessee taking possession of the Leased Premises. Lessee shall pay all amounts owed Lessor under this Lease within sixty (60) days after any such amount becomes due.

C. Notice. Shall immediately notify Lessor if Lessee becomes aware of (1) any Hazardous Substances or other environmental problem or liability with respect to the Leased Premises, or (2) any lien, action, or notice resulting from violation of any of the laws, regulations, ordinances, or other environmental laws.

16. DEFAULT. The occurrence of any of the following shall constitute a default by Lessee:

A. Failure to Pay Rent. The failure to make payment when due of any installment of the monthly base rent or of any other sum herein specified to be paid by Lessee, if such default shall not be cured within five (5) days after written notice has been given to Lessee, shall be a default.

B. Payment Default Under the Note. The failure to make payments, when due, of any amounts owning under the Note, pursuant to the terms of the Note, shall be a default.

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C. Failure to Perform Covenants. The failure to observe or perform any of Lessee's covenants, agreements, or obligations hereunder, other than for the payment of rent, if any such default shall not be cured within ten (10) days after written notice has been given to Lessee, shall be a default.

D. Violation of State Law or Local Law. Lessee shall notify Lessor immediately, and within two (2) hours, of any allegation or determination by a federal, state, or local agency or official that Lessee has violated federal, state, or local law. Lessor may require Lessee to immediately vacate the Premises due to any such violation or allegation. If the occurrence of three incidences of criminal activity are alleged to have occurred on or near the Premises or on any property owned by Lessor and Lessor reasonably believes such activity is related to Lessee's operations, such occurrences shall constitute a default and may require immediate vacation of the Leased Premises.

E. Search or Notice to Search Leased Premises. Any court, agency, or authorized entity search of Premises by enforcement officials requires immediate, and no longer than two (2) hours', notification to Lessor and may require immediate vacation of Premises.

F. Seizure or Forfeiture, or Notice Thereof Targeting Real or Personal Property on or Related to Leased Premises. The threat or occurrence of any seizure or forfeiture authorized by federal or state law of personal property on the Leased Premises, or the Leased Premises itself, requires immediate, and no longer than two (2) hours', notification to Lessor and may require immediate vacation of Leased Premises. Additionally, the initiation, or threat of initiation, of any forfeiture, or similar action, related to the building in which the Leased Premises are located (the "Building") by any state or federal authority, if such action is related to the business conducted in or about the Leased Premises, shall be a Lessee default and may require immediate vacation of the Leased Premises.

G. Issuance of Cease and Desist Notice. Any communication or letter from a local, state, or federal agency requesting or requiring the Lessee or Lessor to cease or desist a particular action relating to Leased Premises requires immediate, and no longer than two (2) hours', notification to Lessor and may require immediate vacation of Leased Premises.

H. Sale of Building. The inability of a prospective purchaser of the Building to obtain financing for said purchase due to Lessee's business, which inability shall be evidenced by a letter from the proposed bank or other financier stating that said bank or financier would fund the purchase contemplated but for the existence of Lessee's business. The letter may be worded in any manner that clearly conveys the idea described in the previous sentence.

I. Federal Guidelines. The failure of Lessee to operate within federal guidelines regarding marijuana enforcement, as those guidelines may be

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amended from time to time. The interpretation of federal guidelines for purposes of this paragraph shall be left to the Lessor's sole and absolute discretion.

17. LESSOR'S REMEDIES ON DEFAULT. In the event of a default under Section 16, Lessor shall have the following remedies in addition to all other rights and remedies allowable by law or equity, to which Lessor, in its sole and absolute discretion, may resort cumulatively or in the alternative:

A. Recovery of Rent. Lessor shall be entitled, at Lessor's election, to each installment of rent or to any combination of installments for any period before termination, plus interest and late charges.

B. Damages. Lessor shall be entitled at Lessor's election, to damages in an amount that would have fallen due as rent between the time of termination of this Lease and the time of the claim, judgment, or other award, less the avails of all relettings and attornments, plus interest, late charges, and costs of collection, including attorneys' fees.

C. Termination. Lessor may, at Lessor's election, terminate this Lease by giving Lessee notice to quit. On giving the notice, all Lessee's rights in the Premises and in all improvements shall terminate. Promptly after notice to quit, Lessee shall surrender and vacate the Premises and all improvements in broom-clean condition, and Lessor may re-enter and take possession of the Premises and all remaining improvements and eject all parties in possession or eject some and not others or eject none. Termination under this subsection shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously occurred or then occurring against Lessee.

D. Vacation of Premises. Lessor may, at Lessor's election, require vacation of the leased premises and the building within 48 hours or other stated time period by providing a notice to quit stating the date and time by which Lessee is required to vacate the premises.

E. Compensation for Repair. Lessor may, at Lessor's election, require Lessee to reimburse Lessor for all damages to the Leased Premises or the building due to Lessee's business, activities, or absence.

18. VACATION AND STORAGE. If Lessee shall fail to remove any of its property of any nature whatsoever from the Premises or the Building at the termination of this Lease or after notice to quit, or when Lessor has the right of reentry, Lessor may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee. Any marijuana, as defined by AS 17.38, left on the premises will be considered forfeited by Lessee, and Lessor, without liability for loss thereof or damage thereto, shall transfer the marijuana to local law enforcement authorities. If Lessee shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Lessor may, at its option, sell

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or permit to be sold any or all of such property at public or private sale, in such manner and at such times and places as Lessor in its sole discretion may deem proper, without notice to Lessee, and shall apply the proceeds of such sale as follows: first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of any other money which may then be or thereafter become due Lessor from Lessee under any terms of this Lease; and the balance, if any, to Lessee.

19. ANIMALS. Except as required by law, pets or animals shall not be permitted to enter the Premises.

20. FLOOR WEIGHT. Lessee shall comply with the weight requirements and structural limitations of the Premises.

21. TAXES AND ASSESSMENTS. Lessee shall pay all taxes and assessments on the Premises or Lessee's operations or use of the Premises or any goods, products, or services provided by Lessee, except real property taxes shall be paid by Lessor.

22. HAZARDOUS MATERIAL. Lessee agrees that neither Lessee nor any of Lessee's agents, employees, contractors, invitees, assignees, or sublesses shall cause any hazardous material to be brought on, kept, or used in, on, or about the Premises, or transported to or from the premises without the prior written consent of Lessor, which Lessor shall not unreasonably withhold so long as Lessee demonstrates to Lessor's satisfaction that the hazardous material: (a) is necessary or useful to Lessee's business; (b) would be used, kept, stored, and disposed of in a manner that fully complies with all laws, rules, statutes, ordinances, orders, requirements, or policies of any governmental agency or authority or any fire insurance underwriters applicable to any such hazardous material; and (c) would not substantially increase the risk of fire or other casualty to the Premises.

Lessee agrees that for any hazardous material, for which written permission has been received from Lessor, the Lessee, Lessee's agents, employees, contractors, invitees, assignees, or sublesses shall cause any such hazardous material to be kept, used, or present in, on, or about the Premises in full compliance with any and all statues, rules, and regulations of any local or Alaskan or federal governmental agency relating thereto.

Lessee agrees that should the presence of any hazardous material in or on the Premises caused by Lessee or any of Lessee's agents, employees, contractors, invitees, assignees, or sublessees result in any discharge or release of hazardous material from, in, or on the Premises, soil, surrounding land, surface waters and surrounding surface waters, subsurface waters and surrounding subsurface waters, then Lessee shall promptly take all action, at is sole expense, as necessary or appropriate to immediately abate, contain, and clean up any such discharges or releases; to return the Premises and any affected soil and or water to the condition existing before that discharge or release; and to promptly notify the Lessor.

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However, prior to taking any such remedial action, beyond the immediate and necessary abatement, containment, and initial cleanup efforts, Lessee shall first obtain Lessor's prior approval, including, without limitation, approval of any contractors Lessee proposes to hire to perform such remedial work, which approval Lessor shall not unreasonably withhold, so long as Lessee demonstrates to Lessor's satisfaction that the remedial action would not have any significant adverse long-term or short-term effect on the Premises.

Lessee agrees that any site investigations, cleanup, repair, removal, or detoxification work action of any discharge or release of any hazardous material will be accomplished in compliance with any and all statutes, rules, and regulations of any local or Alaskan or federal governmental agency relating thereto.

23. KEYS. In the event that Lessee finds themselves locked out of the Leased Premises and requests that Lessor respond and unlock a door, Lessee then agrees to pay $25.00 for the first such request, $50.00 for the 2nd such request, and $75.00 for any such subsequent requests. Lessee also agrees that Lessor is under no obligation to respond to any such requests and may in fact refuse to respond until such time as it is reasonably convenient for the Lessor to do so.

Lessee also agrees that Lessor may refuse to unlock a door if unsatisfied as to the relationship claimed to the Lessee by the individual requesting such service. Lessee also agrees to indemnify and save and hold Lessor harmless from and against any and all claims, actions, damages, liability, and expense resulting from Lessor's good faith response to any request to unlock a door to the Leased Premises by any individual claiming to be an agent, employee, or representative of the Lessee.

Additional keys may be requested at a cost of $25.00 for each such request (limit of 5 keys per request). Lessee agrees that such requests may be responded to at the convenience of Lessor.

24. AMENDMENTS. All amendments to this Lease shall be in writing and subscribed to by the parties hereto.

25. INSURANCE. Tenant agrees to carry General Liability insurance for the term of the Lease, in amounts no less than $1,000,000 per occurrence and $2,000,000 aggregate. Tenant further agrees to name Harris & Martens, Inc. as additional insured with respect to the Lease.

26. GENERAL.

A. Lessee agrees to do no act and permit no act to be done that will cause any lien to be placed against the Premises or any other property owned by Lessor.

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B. Lessor and its employees and agents shall be allowed entry by Lessee at any time, with 24 hour advanced notice, to inspect the Premises or post any notifications required or permitted by law. Lessor and its agents, employees, contractors or subcontractors may further enter the Premises without providing any prior notice if there exist any emergencies within the Premises of the Building.

27. GOVERNING LAW. This Lease shall be governed and construed by the laws of the State of Alaska.

28. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties as of this date, and supersedes all prior written or oral agreements regarding this subject matter.

29. ATTORNEYS' FEES. If Lessee commences an action against Lessor arising out of or in connection with this Lease, Lessor shall be entitled to have and recover from Lessee its full reasonable attorneys' fees and costs.

30. CONSTRUCTION OF AGREEMENT. The rule of construction that an instrument shall be construed more strictly against the party who drafted the same shall not apply to this Lease since both parties have had legal counsel available or have had the opportunity to seek independent advice and Lessee's activities require the provisions of this Lease to be interpreted in favor of Lessor.

EACH AND EVERY CLAUSE AND CONDITION HEREIN CONTAINED SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS OF ALL THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(signatures on next page)

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LESSOR:

Harris & Martens, Inc.

By: _____

Its: President

Sworn to and subscribed before me on the 17 day of April, 2019.

Notary Signature
Notary Public in and for the State of Alaska
My Commission Expires: 4/26/2019

Notary Public
CLIFTON BURNETTE
State of Alaska
My Commission Expires Apr 26, 2019

LESSEE:

AlaskaSense, LLC

By: _____

Its: manager

Sworn to and subscribed before me on the 17 day of April, 2019.

Notary Signature
Notary Public in and for the State of Alaska
My Commission Expires: 4/26/2019

Notary Public
CLIFTON BURNETTE
State of Alaska
My Commission Expires Apr 26, 2019

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FIXED RATE PROMISSORY NOTE

$49,400.00

April 17, 2019
Anchorage, Alaska

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Harris & Martens, Inc., an Alaska corporation (the "Lender"), the principal sum of Forty-Nine Thousand Four Hundred and 00/100 Dollars ($49,400.00), with interest thereon from May 1, 2019, at the rate of six percent (6.00%) per annum on the balance remaining from time to time unpaid. The principal and interest shall be payable in equal monthly installments of principal and interest in the amount of Two Thousand One Hundred Eighty-nine and 44/100 Dollars ($2,189.44), with the first installment to be paid on July 1, 2019 and installments to be paid thereafter on the fist of each month with the entire balance of principal and interest due in full on or before June 1, 2021. The principal and interest shall be payable at such place as the holder hereof may designate in writing according to the terms and conditions of this Note.

The undersigned may pay all or a portion of the amount owed before it is due without penalty. Any early payment by the undersigned shall not relieve the undersigned of his obligation to pay all accrued interest and to continue making any remaining scheduled payments on their original schedule as provided for in this Note.

If default be made in the payment of any amounts due under or according to this Note, or if there is any payment default under the Lease Agreement, as amended and extended with the Lender, and if default is not cured within thirty (30) days of the date such payment was due or in accordance with the Lease Agreement, then and in that event the entire unpaid principal and accrued interest shall at once become immediately due and payable, without notice, at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In addition to the foregoing, in the event of default, the Lender shall have all rights and remedies available at law, or in equity, or otherwise. To the extent permitted by law, all of the Lender's rights and remedies upon default shall be cumulative and may be exercised singularly or concurrently.

If any suit or action is instituted to collect this Note or any part thereof, the undersigned promises and agrees to pay, in addition to the costs and disbursements provided by statute, a reasonable sum as attorney's fees in such suit or action.

The undersigned, whether principal, surety, guarantor, endorser, or other party hereto, agree to be jointly and severally bound; severally waive any homestead or exemption right against said debt; waive demand, protest, and notice of demand, protest and nonpayment; and expressly agree that this Note or any payment hereunder may be extended from time to time, and consent may be given to the acceptance of further security, including other types of security, all without in any way affecting the liability of such parties.

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This Note and the execution, delivery, and performance hereof, are governed by the laws of the State of Alaska.

DATED as of April 17, 2019.

AlaskaSense, LLC

By: _____

Its: Member

Sworn to and subscribed before me on the 17 day of April, 2019.

Notary Public
CLIFTON BURNETTE
State of Alaska
My Commission Expires Apr 26, 2019

_____
Notary Signature
Notary Public in and for the State of Alaska
My Commission Expires: 4/17/2019

PROMISSORY NOTE
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Amortization Schedule

Principal: $49,400.00
Interest Rate: 6.00%
Payment Interval: Monthly
# of Payments: 24
Payment: $2,189.44

Schedule of Payments
Please allow for slight rounding differences.

Pmt #	Date	Payment	Principal	Interest	Balance
1	Jul 1 2019	$2,189.44	$1,942.44	$247.00	$47,457.56
2	Aug 1 2019	$2,189.44	$1,952.15	$237.29	$45,505.41
3	Sep 1 2019	$2,189.44	$1,961.91	$227.53	$43,543.50
4	Oct 1 2019	$2,189.44	$1,971.72	$217.72	$41,571.78
5	Nov 1 2019	$2,189.44	$1,981.58	$207.86	$39,590.20
6	Dec 1 2019	$2,189.44	$1,991.49	$197.95	$37,598.71
Year 1	**2019 Totals**	**$13,136.64**	**$11,801.29**	**$1,335.35**	**$37,598.71**
7	Jan 1 2020	$2,189.44	$2,001.45	$187.99	$35,597.26
8	Feb 1 2020	$2,189.44	$2,011.45	$177.99	$33,585.81
9	Mar 1 2020	$2,189.44	$2,021.51	$167.93	$31,564.30
10	Apr 1 2020	$2,189.44	$2,031.62	$157.82	$29,532.68
11	May 1 2020	$2,189.44	$2,041.78	$147.66	$27,490.90
12	Jun 1 2020	$2,189.44	$2,051.99	$137.45	$25,438.91
13	Jul 1 2020	$2,189.44	$2,062.25	$127.19	$23,376.66
14	Aug 1 2020	$2,189.44	$2,072.56	$116.88	$21,304.10
15	Sep 1 2020	$2,189.44	$2,082.92	$106.52	$19,221.18
16	Oct 1 2020	$2,189.44	$2,093.33	$96.11	$17,127.85
17	Nov 1 2020	$2,189.44	$2,103.80	$85.64	$15,024.05
18	Dec 1 2020	$2,189.44	$2,114.32	$75.12	$12,909.73
Year 2	**2020 Totals**	**$26,273.28**	**$24,688.98**	**$1,584.30**	**$12,909.73**
19	Jan 1 2021	$2,189.44	$2,124.89	$64.55	$10,784.84
20	Feb 1 2021	$2,189.44	$2,135.52	$53.92	$8,649.32
21	Mar 1 2021	$2,189.44	$2,146.19	$43.25	$6,503.13
22	Apr 1 2021	$2,189.44	$2,156.92	$32.52	$4,346.21
23	May 1 2021	$2,189.44	$2,167.71	$21.73	$2,178.50
24	Jun 1 2021	$2,189.39	$2,178.50	$10.89	$0.00
Year 3	**2021 Totals**	**$13,136.59**	**$12,909.73**	**$226.86**	**$0.00**
Grand Total			**$49,400.00**	**$3,146.51**	

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Exhibit B

ADDENDUM TO
AMENDED AND RESTATED LEASE AGREEMENT

This ADDENDUM TO AMENDED AND RESTATED LEASE AGREEMENT ("Addendum") is made and entered into this 22nd day of July 2020, by and between, Harris & Martens, Inc., an Alaska Corporation ("Lessor"); AlaskaSense, LLC, an Alaska Limited Liability Company whose address is 521 West Tudor Road, Unit 202, Anchorage, Alaska 99503; and Smadar Warden, an individual whose address is 521 West Tudor Road, Unit 202, Anchorage, Alaska 99503 (collectively the "Lessee").

Recitals

WHEREAS Lessor and Lessee previously entered into an Amended and Restated Lease Agreement on April 17, 2019 (the "Master Lease") for the premises described as: "All and the whole of store front at 217 East 4th Ave, consisting of approximately 2036 square feet, more or less" in Anchorage, Alaska;" and

WHEREAS, the Alaska Marijuana Control Board (MCB) requires commercial lease agreements for marijuana establishments to include disclaimers regarding Lessor access to the licensed premises, and restrictions on the ability of Lessors to take possession of, or remove, marijuana from the licensed premises; and

WHEREAS pursuant to Section 5 of the Master Lease, Lessee shall be responsible for waste removal utility services; and

WHEREAS the appropriate governmental or private entity for waste removal services requires the Lessor to be named on the utility services agreement; and

WHEREAS Lessee agreed to pay all waste removal charges in Lessor's name for the leased Premises and bills for such services were sent to Lessor care of Lessee at the Premises address; and

WHEREAS there is an outstanding balance due on such bills.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The premises described in the Master Lease shall be commonly referred to as 217 E 4th Avenue, Suite D, Anchorage, Alaska, 99501 (the "Premises").

2. Lessor acknowledges that, because the Premises is being utilized by Lessee as a licensed marijuana establishment, applicable laws and regulations require that a Lessee representative be present to serve as an escort to Lessor and Lessor's agents during any entry, and that Lessor will comply with Lessee's visitor policies at all times when accessing the Premises. In the event of any circumstances under which Lessor seeks to enter the premises and Lessee cannot be reached or does not provide access, Lessor shall contact the State of Alaska Alcohol and Marijuana Control Office (AMCO), or other relevant government authority, prior to any access of the Premises.

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nsible for waste removal utility services, and

WHEREAS the appropriate governmental or private entity for waste r

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3. In the event of default by Lessee and any re-entry or re-possession of premises by Lessor, Lessor shall contact AMCO, or other relevant government authority, prior to any access of the Premises.

4. If Lessee abandons the Premises, is in default, or in the occurrence of any similar event causing Lessor to re-enter or take possession of the Premises, notwithstanding Lessor's right to remove personal property, Lessor shall not take into its possession or remove from the Premises any marijuana or marijuana product and shall contact AMCO, or other relevant government authority, for guidance.

5. Lessor will maintain waste removal services for the Premises in its name with Solid Waste Services of the Municipality of Anchorage ("SWS"), and will direct monthly billing statements to be sent to Lessor care of Lessee at 521 Tudor Road, Anchorage, AK, 99503. Lessor may cease maintaining such waste removal services at any time with thirty (30) days' notice to Lessee, in which case Lessee will resume providing waste removal services pursuant to Section 5 of the Master Lease.

6. Lessee shall provide a copy of each monthly statement from SWS to Lessor to verify that the account is current and not overdue. Lessee's failure to timely pay any monthly bill from SWS shall be a Default pursuant to Section 16(A) of the Master Lease.

7. Lessee shall, on or before the date of this Addendum, submit payment in the amount of Three Hundred Seventy-Eight Dollars and 76/100 ($378.76) to SWS for the current amount due and provide a receipt of such payment to Lessor.

LESSOR: **Harris & Martens, Inc.**

By: DANA MARTENS

Its: President

LESSEE/SUB-LESSOR: **AlaskaSense, LLC**

By: SMADAR WARDEN

Its: Owner

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AUTHORIZATION TO SUBLEASE AGREEMENT

This Authorization to Sublease Agreement is made on May 15 2020 by Harris & Martens, Inc., an Alaska Corporation ("Lessor"); AlaskaSense, LLC, an Alaska Limited Liability Company whose address is 521 West Tudor Road, Unit 202, Anchorage, Alaska 99503 ("Lessee" and "Sub-Lessor"); and ClaSim, LLC, an Alaska Limited Liability Company whose address is 521 West Tudor Road, Unit 202, Anchorage, Alaska 99503 ("Sub-Lessee").

RECITALS

WHEREAS Lessor and Lessee previously entered into a lease agreement for the premises described as: "All and the whole of store front at 217 East 4th Ave, consisting of approximately 2036 square feet, more or less" in Anchorage, Alaska and commonly referred to as 217 E 4th Avenue, Suite D, Anchorage, Alaska, 99501;

WHEREAS Lessor and Lessee amended the terms of that lease agreement in the Amended and Restated Licensed Marijuana Facility Lease ("Master Lease") dated April 17, 2019 (attached as Exhibit A);

WHEREAS a condition of the Master Lease required Lessee to provide a Fixed Rate Promissory Note (the "Note"), for the amount of past-due unpaid rent (attached as Exhibit B);

WHEREAS default on the Note also constitutes a default under the Master Lease;

WHEREAS the Master Lease precludes a sublease or any other disposition of Lessee's interest or rights;

WHEREAS Lessee now desires to sublease the premises to ClaSim, LLC ("Sub-Lessee"), an entity with common ownership to Lessee, for the purposes of separating its retail and cultivation lines of business among separate corporate entities and to establish proof of Sub-Lessee's possession of the premises;

NOW, THEREFORE, the parties agree as follows:

Authorization to Sublease. Pursuant to Section 24 of the Master Lease, Lessor agrees to amend Section 7 of the Master Lease for the limited purpose of permitting Lessee, as Sub-Lessor, to sublease the premises to Sub-Lessee on terms not inconsistent with the Master Lease except and substantially as stated in the Sublease Agreement (attached as Exhibit C).

Lessor Consent. Written consent of Lessor is required for any Sublease Agreement or amendments thereto between Lessee/Sub-Lessor and Sub-Lessee.

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Liability for Default of Lessee/Sub-lessor. Lessee/Sub-Lessor remains liable for any default of the provisions of the Master Lease.

Liability for Default of Lessee. Lessee/Sub-Lessor remains liable for any default of the provisions of the Master Lease.

Liability for Default of Sub-Lessee. Lessee/Sub-Lessor shall be liable to Lessor for any damages relating to default by Sub-Lessee of the provisions of the attached Sublease Agreement or any subsequent or amended Sublease Agreement.

Incorporation. Any Sublease Agreement is subordinate to the Master Lease and shall incorporate all provisions of the Master Lease excepting those to which the parties have agreed otherwise in writing.

Sub-Lessee Bound by Master Lease. Sub-Lessee shall be bound by and accept the obligations of the Master Lease.

No Release or Further Amendment. This Authorization to Sublease is limited to permit Lessee/Sub-Lessor to sublease the premises on the terms described herein. Nothing in this Authorization to Sublease Agreement shall be interpreted to release Lessee/Sub-Lessor from its obligations under the Master Lease or to further amend the terms of the Master Lease.

LESSOR: **Harris & Martens, Inc.**

By: DANA MARTENS

Its: President

LESSEE/SUB-LESSOR: **AlaskaSense, LLC**

By: SMADAR WARDEN

Its: Manager

SUB-LESSEE: **ClaSim, LLC**

By: SMADAR WARDEN

Its: Manager

AMCO received 11/29/2021

REAL ESTATE SUBLEASE

This Sublease Agreement ("Sublease") signed May 15th 2020 by and between AlaskaSense, LLC ("Sub-Lessor"), and ClaSim, LLC. ("Sub-Lessee"). The parties agree as follows:

PREMISES. Sub-Lessor in consideration of the lease payments provided in this Sublease, leases to ClaSim, LLC DBA Cannabaska. (the "Premises") located at 217 E 4th Avenue, Suite D, Anchorage, Alaska 99501.

TERM. The sublease term will begin upon the effectuated transfer and will terminate on May 1st, 2022.

LEASE PAYMENTS. Sub-Lessee shall pay to Sub-Lessor monthly installments of $ 5,090.00 payable on the first day of each month. Payments shall be abated until Sub-Lessee commences business operations. Sub-Lessor is providing a turnkey marijuana retail store and Sub-Lessor shall be responsible for all buildout costs, utilities, install cameras, alarm system, and other necessary cultivation specific aspects needed by Sub-Lessee.

POSSESSION. Sub-Lessee shall be entitled to possession on the first day of the term of this Sublease and shall yield possession to Sub-Lessor on the last day of the term of this Sublease, unless otherwise agreed by both parties in writing. At the expiration of the term, Sub-Lessee shall remove its goods and effects and peaceably yield up the Premises to Sub-Lessor in as good a condition as when delivered to Sub-Lessee, ordinary wear and tear excepted.

USE OF PREMISES. Sub-Lessee may use the Premises for the commercial sale of marijuana. The Premises may be used for any other purpose only with (1) the prior written consent of Harris & Martens, Inc. ("Lessor"), per the terms of that certain April 17, 2019 Amended and Restated Licensed Marijuana Facility Lease attached as Exhibit A ("Master Lease"); and (2) the prior written consent of Sub-Lessor, which shall not be unreasonably withheld if consent of Lessor is first obtained. Sub-Lessee shall notify Sub-Lessor of any anticipated extended absence from the Premises not later than the first day of the extended absence.

LATE PAYMENTS. For any payment that is not paid within 15 days after its due date, Sub-Lessee shall pay a late fee of $250.00.

UTILITIES: Utilities are to be paid by the Sub-Lessee.

HOLDOVER. If Sub-Lessee maintains possession of the Premises for any period after the termination of this Sublease ("Holdover Period"), Sub-Lessee shall pay to Sub-Lessor lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Sublease.

AMCO received 11/29/2021

CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Sub-Lessee shall be charged $100.00 for each check that is returned to Sub-Lessor for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Sub-Lessee shall have the obligation to conduct any construction or remodeling (at Sub-Lessee's expense) that may be required to use the Premises as specified above. Sub-Lessee may also construct such fixtures on the Premises (at Sub-Lessee's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with (1) the prior written consent of Lessor per the terms of the Master Lease; and (2) the prior written consent of the Sub-Lessor which shall not be unreasonably withheld if consent of Lessor is first obtained. Sub-Lessee shall not install awnings or advertisements on any part of the Premises without (1) the prior written consent of Lessor per the terms of the Master Lease; and (2) Sub-Lessor's prior written consent, if consent of Lessor is first obtained. At the end of the lease term, Sub-Lessee shall be entitled to remove (or at the request of Sub-Lessor or Lessor, shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Sublease.

ACCESS BY SUB-LESSOR TO PREMISES. Subject to Sub-Lessee's consent (which shall not be unreasonably withheld), Sub-Lessor and Lessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Sub-Lessor does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Sub-Lessor or Lessor may enter the Premises without Sub-Lessee's consent. During the last three months of this Sublease, or any extension of this Sublease, Sub-Lessor or Lessor shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. During any entry by Sub-Lessor or Lessor or its agents on the premises, all agents or employees shall be over the age of 21 and shall comply with Sub-Lessee's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Sub-Lessor or Lessor have more than five persons enter the premises.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Sub-Lessee agrees to indemnify, hold harmless, and defend Sub-Lessor and Lessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Sub-Lessor may suffer or incur in connection with Sub-Lessee's possession, use or misuse of the Premises, except Sub-Lessor's act or negligence.

COMPLIANCE WITH REGULATIONS. Sub-Lessee shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Sub-Lessee shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

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MECHANICS LIENS. Neither the Sub-Lessee nor anyone claiming through the Sub-Lessee shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Sublease constitutes notice that such liens are invalid. Further, Sub-Lessee agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Sub-Lessee.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

DEFAULT. In the event of a default, neither Sub-Lessor nor Lessor shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

SUB-LESSOR:

AlaskaSense, LLC
521 W. Tudor Road, Unit 202
Anchorage, Alaska
99503

SUB-LESSEE:

ClaSim, LLC.
Mailing Address:
217 E. 4th Ave., Suite D
Anchorage, Alaska 99501

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of Alaska.

AMCO received 11/29/2021

ENTIRE AGREEMENT/AMENDMENT. This Sublease Agreement along with the Authorization to Sublease Agreement (attached as Exhibit B) contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Sublease. This Sublease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Sublease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Sublease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Sublease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Sublease.

BINDING EFFECT. The provisions of this Sublease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Except to the extent that the terms and conditions of this Sublease provide otherwise, all other terms and conditions of the Master Lease any amendments thereto are incorporated by reference and remain in full force and effect.

SUB-LESSOR:

AlaskaSense, LLC
BY:

Smadar Warden

SUB-LESSEE:

ClaSim, LLC
BY:

Smadar Warden

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I, Dana Martens, agent for Harris & Martens, Inc., Lessor and owner of the property known as 217 E. 4th Avenue, Anchorage, Alaska 99501, hereby provide written consent for the parties named above to enter into a Sublease Agreement on terms as substantially described herein.

Harris & Martens, Inc. Date

5-15-2020

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Exhibit A