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AGREEMENT TO AMEND AND RENEW THE LICENSED MARIJUANA FACILITY LEASE

This **AGREEMENT TO AMEND AND RENEW THE LICENSED MARIJUANA FACILITY LEASE** ("Lease") is made and entered into as of the last day written below, by and between Boulder Buffalo, LLC, an Alaska limited liability company, ("Landlord"), and Great Northern Retail Stores, LLC, an Alaska limited liability company, ("Tenant").

RECITALS

The following Recitals are a substantive part of this Lease agreement:

A. WHEREAS, Landlord and Great Northern Cannabis, Inc., parent company of Tenant, entered into a Licensed Marijuana Facility Lease, dated January 16, 2017, calling for the lease of real property commonly known as 541 W. 4th Avenue, Anchorage, Alaska 99501 ("Premises"), on a Lease termed to expire July 31, 2022 ("Original Lease").

B. WHEREAS, in conformity with the Alaska Marijuana Control Board requirement for commercial lease agreements for marijuana establishments to be held in the name of the licensee owning the Alaska Marijuana License attached to the Premises, Landlord assigned the Original Lease to Tenant on September 24, 2018.

C. WHEREAS, after over four (4) years of tenancy, Landlord and Tenant desire to amend certain portions of the Original Lease pertaining to rent payments, penalty for late rent payments, Tenant's option for first right of refusal for the purchase of the Premises, and to renew the Original Lease, thereby extending the lease term for an additional five (5) years from the present date.

D. WHEREAS, the parties agree this Lease is neither prejudicial nor predatory and has been executed without duress by either party.

E. WHEREAS, the parties intend and agree that this Lease agreement shall supersede and replace the prior Original Lease agreement *in its entirety*. This Lease constitutes and embodies the entire understanding and agreement of the parties hereto relating to the subject matter hereof and there are no other agreements or understandings, written or oral, in effect between the parties relating to such subject matter except as expressly referred to herein.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, Landlord and Tenant hereby agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which consists of land and a building containing approximately 3,500 square feet of retail and office space. The Premises are legally described as:

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Parcel 002-106-08-000. Lot Eight (8) W25', Block Twenty-Six (66), Grid SW1230, according to the official plat thereof, Records of the Anchorage Recording District, Third Judicial District, State of Alaska; and

SUBJECT TO covenants, conditions, restrictions, reservations, easements, rights-of-way and agreements of record.

The Premises include, without limitation, the building and all improvements situated thereon.

2. Term.

2.1. Term. The term ("Term") of this Lease shall be sixty (60) months from March 1, 2021 (the "Lease Renewal Date") through February 28, 2026, with an option to renew as provided below.

2.2. Option to Renew. If Tenant is not in Default hereunder and Tenant has not paid Base Rent late more than twice during the Term, Tenant, at its option, may obtain a renewal ("Extension Term") of this Lease for an additional sixty (60) months upon the terms and conditions herein stated, *except for the amount of the Base Rent*. Tenant shall exercise this option to renew by giving Landlord written notice of its intention to renew not less than three (3) months prior to the expiration of the Term.

2.3. Early Termination. In the event of changes in state or federal law or policy that make Tenant's business illegal under state law, or otherwise not feasible to engage in, Tenant may, upon thirty (30) days written notice to Landlord, terminate this Lease agreement provided that Tenant pays to Landlord a termination fee of Forty-Four Thousand Dollars ($44,000). In the event of Early Termination, Tenant *shall not* be released from its obligations of repayment under its loan agreement with Landlord for tenant improvements. *This release and liquidated damages provision is not applicable in any circumstances other than those expressly set forth in this paragraph.*

3. Rent.

3.1. Base Monthly Rent. Tenant shall pay monthly rent to Landlord, at Landlord's address specified below or at such other place as Landlord may hereinafter designate, on or before the 10th day of the calendar month.

The initial base monthly rent ("Base Rent") for the Lease Term shall be $10,000.00 per month, with annual escalators beginning on March 1, 2023, as follows:

Term			Rent Amount
March 1, 2021	To	Feb. 28, 2022	$10,000.00
March 1, 2022	To	Feb. 28, 2023	$10,000.00
March 1, 2023	To	Feb. 28, 2024	$11,000.00
March 1, 2024	To	Feb. 28, 2025	$11,500.00
March 1, 2025	To	Feb. 28, 2026	$12,000.00

3.2. Late Charges. In addition to all other remedies at law available for nonpayment of rent, if the amount due from Tenant is not received by Landlord on or before the 10th day of the calendar month upon which such amount is due and payable, a late charge of $100.00 per day shall become due

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and payable as additional rent hereunder, which represents a fair and reasonable estimate of the processing and accounting costs that Landlord will incur by reason of such late payment.

4. Security Deposit. Contemporaneously with Tenant's payment of Base Rent for the initial rental period under the Original Lease, Tenant paid Landlord $6,000 as a security deposit ("Deposit"). If Tenant fails to pay Base Rent or other charges due under this Lease, or otherwise Defaults with respect to any provision of this Lease, Landlord may use, apply, or retain all, or any portion, of said Deposit for the payment of any Base Rent or other charge in Default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's Default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby.

5. Landlord's Title-Quiet Enjoyment.

5.1. Landlord's Authority. Landlord represents and warrants to Tenant that it has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder.

5.2. Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rent and all other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease.

5.3. Memorandum Lease. Landlord and Tenant shall, upon written request by either, simultaneously with execution of this Lease, execute a Memorandum of this Lease which may be recorded by either party immediately after execution at the expense of the party requesting the recording. Tenant may not record this Lease.

5.4. Covenant of Use. Landlord makes no representations or warranties to Tenant as to the suitability of the Premises for Tenant's intended purposes. Tenant is responsible for confirming that Tenant's intended use is authorized by applicable law; covenants, conditions, restrictions and easements affecting title, which may appear in the public record, including those shown on any recorded plat or survey; and the Municipality of Anchorage Municipal Code. With regard to all such matters, Tenant is relying on its own investigations and such inspections and studies as it chooses to conduct.

6. Utilities. Tenant shall pay promptly when due all charges for water, sewer, garbage disposal, telephone, electricity, cable, heat, gas, power, and any other utilities or services and like charges, including any fire protection or security charges, furnished to or consumed upon the leased Premises. Landlord shall not be liable for any failure or interruption of utilities or other services to the Premises, unless such failure is caused by the sole negligence of Landlord, Landlord's agents, or Landlord's employees.

7. Taxes and Assessments.

7.1. Real Estate Taxes and Assessments. Tenant shall pay all real estate taxes and assessments on the Premises prior to their due date beginning on the Lease Renewal Date. If Tenant late pays such real estate taxes or assessments, Tenant shall also pay any interest, fees and penalties arising as a result of the late payment. Real property taxes for the first and last calendar year of this Lease shall not be prorated, but rather paid in their entirety by Tenant. Landlord agrees to ensure than Tenant receives all

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invoices or statements for taxes due at least thirty (30) days prior to such taxes being due. Upon demand by Landlord, Tenant shall provide proof of payment of such taxes and assessments. If Tenant fails to pay real property taxes and assessments when due, Landlord may, at its option, pay the same, and the amount paid by Landlord, including any interest and penalties thereon, shall immediately be due and payable, with interest at 1.5% per month, or the maximum legal rate if applicable. Such payment by Landlord shall be in addition to all other remedies at law which may be available to Landlord for the Default by Tenant. Landlord shall provide to Tenant, upon receipt, all documents and notices concerning change in value (for real estate tax purposes) of the Premises. Tenant, at Tenant's expense, may contest any such real property taxes or assessments in any manner permitted by law, in Tenant's name, and, whenever necessary and required by law, in Landlord's name. Landlord shall cooperate with Tenant and execute any documents or pleadings required for such purposes, provided that Landlord shall be satisfied that the facts set forth in such documents or pleadings are accurate, and that such execution or cooperation does not impose any obligations, expense, or liability on Landlord.

7.2. Additional Taxes. Should there presently be in effect or should there be enacted during the Term of this Lease any law, statute, or ordinance levying any tax (other than Federal or State income taxes) directly or indirectly, in whole or in part, upon rents or the income from real estate or rental property, or increasing any such tax, Tenant shall reimburse Landlord monthly, as additional rent, at the same time as Base Rent payments are due hereunder, for the actual amount of all such taxes paid.

8. Repairs, Maintenance and Condition of Premises.

8.1. Condition of Premises. Tenant acknowledges that it has inspected the leased Premises and that the leased Premises are in good condition and suitable for Tenant's intended use. Tenant accepts the Premises "as is" in their current condition. No warranties or representations concerning the condition or suitability of the Premises for intended uses have been made. Landlord will provide the Premises to Tenant "broom clean" and free of debris.

8.2. Maintenance and Repair. Landlord shall be responsible for maintaining the structural integrity of the building, including the roof. Landlord has no other maintenance or repair obligations. Tenant shall, at its own expense, at all times keep all other aspects of the Premises and all other systems in good order and repair, maintained, and, upon termination of this Lease, Tenant shall deliver the leased Premises to Landlord in as good a condition as when delivered to Tenant. Tenant shall be responsible for snow and ice removal, sanding, and maintaining landscaping. If the Tenant does not make such repairs promptly and adequately, or fails to maintain the Premises in good repair, Landlord may (but is not required to) make repairs on ten (10) days' notice to the Tenant, and Tenant shall pay promptly the cost thereof, as additional rent, on the next rent date thereafter. The right of Landlord to make such repairs shall be without prejudice to any rights it may have because of Tenant's failure to makesuch repairs.

8.3. Entry and Inspection. Upon no less than twenty-four hour notice, Tenant will permit Landlord or its agents to enter the Premises during business hours, hereinafter defined as from 9:00 a.m. to 6:00 p.m. on weekdays and from 9:00 a.m. to 1 :00 p.m. on Saturdays, excluding legal holidays to inspect, clean, repair, alter, or improve the Premises, or to show the Premises to prospective purchasers or tenants. In exercising its rights under this section, Landlord will not unreasonably interfere with the

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conduct of Tenant's business. Landlord's agent or employee shall be over the age of twenty-one (21) and shall comply with Tenant's visitor policy pursuant to state and local regulations.

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

9. Use of Premises.

9.1. Nature of Use. Tenant shall use the Premises for any lawful purpose consistent with the marijuana retail store license lawfully associated with the Premises, in accord with Alaska state statute and the Municipality of Anchorage Municipal Code, and for no other uses except as Landlord may approve in writing.

9.2. Hazardous Substances.

9.2.1. Presence and Use of Hazardous Substances. Unless otherwise set forth in this Section 9.2, Tenant shall not, without Landlord's prior written consent, keep on or around the Premises or Common Areas, for use, handling, disposal, treatment, generation, storage or sale, any "Hazardous Substance" hereinafter defined as any "Permitted Hazardous Substances" as defined below, which are hazardous or toxic substance, or waste, regulated pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act, and the Occupational Safety and Health Act due to its potential harm to health, safety or welfare of humans or the environment.). With respect to any such Hazardous Substances, Tenant shall:

9.2.1.1. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

9.2.1.2. Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

9.2.1.3. Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, handling, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations;

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9.2.1.4. Allow Landlord or Landlord's agent or representative to come on the Premises during business hours. and upon reasonable notice to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances;

9.2.1.5. Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

9.2.1.6. Comply with all applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

9.2.1.7. Tenant may store and use any hazardous, toxic, infectious or dangerous substances lawfully permitted and generally recognized as necessary and appropriate for the Permitted Use as (i) such storage and use is in the ordinary course of operating a Permitted Use; and (ii) such storage and use is performed in compliance with all applicable laws, rules, or regulations, and in compliance with commercially reasonable standards prevailing in the industry for storage and use of such substances ("Permitted Hazardous Substances"). In addition to the foregoing, Tenant will comply with any inspection requirement required by any federal, state or local regulatory agencies because of the Tenant's use of such Permitted Hazardous Substances. Tenant acknowledges the use of the following "Permitted Hazardous Substances" as part of Tenant's Permitted Use include: fertilizers and other nutrients for the production and growing of marijuana and Co2 for use in growing and processing cannabis. Tenant hereby agrees not to add to or materially alter the type or quality of the items on the list for Permitted Hazardous Substances, without notifying Landlord of such additions or material alterations.

9.2.2. Clean up Costs, Default and Indemnification.

9.2.2.1. Tenant shall be fully and completely liable to Landlord for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, handling, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Premises, Common Areas, or the building of which the premises are a part.

9.2.2.2. Tenant shall indemnify, defend and save Landlord harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon Landlord (as well as Landlord's reasonable attorneys' fees and costs) as a result of Tenant's use, handling, disposal, transportation, generation and/or sale of Hazardous Substances. 9.2.2.3 Upon Tenant's default under this Section, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies: (i) At Landlord's option, to terminate this Lease immediately; (ii) To recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Landlord, any and all damages and claims asserted by third parties and Landlord's reasonable attorneys' fees and costs.

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9.2.3. Landlord Indemnification. Landlord shall indemnify, defend and hold harmless the Tenant, its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation any and all sums paid for settlement, claims, reasonable attorneys' fees, consulting and expert fees) in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, to the extent that the Hazardous Substances were present on the Premises prior to the commencement of the Original Lease Term.

9.3 Disposal of Non-Hazardous Waste Materials. All non-hazardous waste materials shall be disposed of by Tenant properly and in accordance with all applicable laws and regulations.

9.4 Compliance with Law. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any state law, statute, zoning restriction, ordinance or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all state laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. Notwithstanding the foregoing, Landlord understands and agrees that Tenant intends to use the property for the production and processing of marijuana and marijuana related products as allowed by Alaska state law and the regulations promulgated thereunder.

10. Insurance; Indemnity.

10.1 Public Liability Insurance. Tenant, at its own expense, shall procure and maintain in effect comprehensive public liability insurance coverage with limits of not less than One Million Dollars ($1,000,000.00) in the aggregate. The above-stated minimum policy limits shall be subject to periodic review by the Landlord.

10.2 Casualty Insurance. Tenant, at its expense, shall maintain in effect policies of insurance covering (a) the Premises, leasehold improvements, fixtures and equipment located on the Premises, for the full replacement value, and providing protection against any peril included within the classification "Fire and Extended Coverage," together with insurance against sprinkler damage (if the building has a sprinkler system installed), vandalism and malicious mischief; and (b) all plate glass on the Premises. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the Premises, leasehold improvements, fixtures, equipment and plate glass so insured.

10.3 Insurance Policies. All insurance policies (except the fire and extended coverage insurance on Tenant's personal property) shall name Landlord as additional insured and shall be with companies and with loss payable clauses satisfactory to Landlord, and copies of policies or certificates evidencing such insurance shall be delivered to Landlord by Tenant. No such policy shall be cancelable or amendable except after thirty (30) days' written notice to Landlord. Whenever in Landlord's reasonable business judgment, good practice and changing conditions indicate a need for additional and /or different types of insurance coverage, Tenant shall obtain such insurance at its expense upon request from Landlord.

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10.4. Waiver of Subrogation. Landlord and Tenant mutually agree to waive their right of recovery against each other, and their respective officers, members, shareholders, employees or agents, for losses or damages occurring to the Premises, improvements, contents, other property of the waiving party or under its control, or business interruptions related to the loss or damage to such property. However, the parties agree that this waiver applies only to losses covered by valid and collectible insurance, and only to the extent that such insurance applies, and not in excess of the amount collectible from such insurance. The waiver shall not apply to damages in excess of the amount collectible from such insurance. Permission to grant this waiver is to be included in the provisions of the insurance policies now carried by both Landlord and Tenant. The continuation of this mutual waiver of subrogation is subject to the insurance continuing to grant this option on renewal policies.

10.5. Indemnification of Landlord. Landlord shall not be liable for any loss, injury or death to persons or damage to property, in or about the Premises, from any cause, which at any time may be suffered by Tenant or by its invitees or employees or agents, except to the extent caused by the sole negligence or willful misconduct of Landlord, its employees, agents and contractors. The Tenant agrees to indemnify, defend, and save Landlord, its employees and its agents, harmless from any and all claims and expenses, including reasonable attorney's fees and costs, and litigation-related expenses arising out of such injury, death, or damage, however occurring, on or about the Premises.

10.6. WAIVER. LANDLORD AND TENANT SPECIFICALLY AGREE THAT THE PROVISIONS OF THIS SECTION 10 ALSO APPLY TO ANY CLAIM OF INJURY OR DAMAGE TO THE PERSONS OR PROPERTY OF TENANT'S EMPLOYEES, AND TENANT ACKNOWLEDGES AND AGREES THAT AS TO SUCH CLAIMS, TENANT, WITH RESPECT TO LANDLORD, DOES HEREBY WAIVE ANY RIGHT OF IMMUNITY WHICH TENANT MAY HAVE UNDER INDUSTRIAL INSURANCE AND UNDER ANY SUBSTITUTE OR REPLACEMENT STATUTE. THIS WAIVER AND AGREEMENT WAS SPECIFICALLY NEGOTIATED BY LANDLORD AND TENANT AND IS SOLELY FOR THE BENEFIT OF LANDLORD AND TENANT AND THEIR SUCCESSORS AND ASSIGNS AND IS NOT INTENDED AS A WAIVER OF TENANT'S RIGHTS OF IMMUNITY UNDER SAID INDUSTRIAL INSURANCE OF ANY OTHER PURPOSE.

Tenant Initials **Landlord Initials**

11. Reconstruction and Restoration.

11.1. Minor Damage. If during the Term, or Extension Term, hereof, the Premises are damaged by fire or other perils covered by the fire and extended coverage insurance on the Premises, and such damage is not "substantial," Landlord shall promptly repair such damage at Landlord's expense after the application of all insurance proceeds, and this Lease shall continue in full force and effect.

11.2 Substantial Damage. If during the Term hereof the Premises are destroyed or damaged by fire or other perils covered by the insurance, and if such damage is "substantial," Landlord may at its option either (a) promptly repair such damage at Landlord's expense after the application of all insurance proceeds, in which event this Lease shall continue in full force and effect, or (b) cancel this

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Lease as of the date of such damage, by giving Tenant written notice of its election within thirty (30) days after the date Tenant notifies Landlord of such damage. Notwithstanding any other provision in this Section, if damage to the Premises is caused by Tenant, and such damage is not subject to waiver of subrogation under Section 10, then Tenant shall be responsible for repair and Base Rent shall not abate during the repair period.

11.3 Abatement of Rent.

11.3.1. If the Premises are destroyed or damaged and Landlord repairs or restores them under this section, Tenant shall continue the operation of its business in the Premises to the extent reasonably practicable, and the Base Rent payable hereunder for the rental period during which such damage, repair or restoration continues shall be abated in proportion to the proportion of usable Premises space compared to the total Premises space.

11.3.2. If Landlord shall be obligated and use best efforts to repair or restore the Premises under this Section and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, of if the estimated repair time is greater than 180 days, Tenant may at its option cancel this Lease as of the date of occurrence of such damage by giving landlord notice of its election to do so at any time prior to the commencement of such repair or restoration and/or sue for damages caused Tenant by Landlord's breach, and/or obtain an order specifically enforcing Landlord's obligations to repair and restore. All of said remedies shall be cumulative.

11.4. Definition of "Substantial." For the purpose of this Section 11, "substantial" damage to the Premises shall mean damage to the Premises the estimated cost of repair of which exceeds fifty percent (50%) of the then estimated replacement cost of the improvements to the Premises, or uninsured or underinsured damage exceeds six (6) months monthly rent in effect.

12. Assignment and Subletting. Tenant shall not either voluntarily or by operation of law assign, sell, or otherwise transfer this Lease or any of Tenant's rights hereunder, or sublet the Premises or any portion thereof without Landlord's written consent in each instance, which shall not be unreasonably denied or delayed. The sale or assignment of any stock or interest in Tenant (for other than security purposes) in the aggregate in excess of forty-five percent (45%) in any two-year period, shall be deemed an assignment within the meaning and provisions of this Section. Tenant agrees to reimburse Landlord for Landlord's reasonable costs and attorney's fees incurred with the documentation of such assignment, subletting or other transfer of this Lease or Tenant's interest in and to the Premises.

13. Condemnation.

13.1. Entire or Substantial Taking. If the entire Premises, or so much thereof as to make the balance not reasonably adequate for the conduct of Tenant's business (notwithstanding restoration by Landlord as herein provided) shall be taken under the power of eminent domain, this Lease shall automatically terminate on the date the condemning authority takes possession.

13.2. Partial Taking. In the event of any taking under the power of eminent domain which does not so result in a termination of this Lease, the monthly Base Rent hereunder shall be reduced, effective on the date the condemning authority takes possession, in the same portion as the value of the Premises after the taking relates to the value of the Premises prior to the taking. Landlord shall

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promptly, at its sole expense, restore the portion of the Premises not taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

13.3. Awards. Any award for taking of all or any part of the Premises under the power of eminent domain shall be the property of the Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee. Nothing herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to or cost of removal of Tenant's trade fixtures and removable personal property, or for damages for cessation or interruption of Tenant's business.

14. Surrender of Premises.

14.1. Surrender of Premises. Tenant shall promptly surrender possession of the Premises to Landlord upon the expiration or prior termination of the Lease. The Premises shall be surrendered in the same condition as they were at the commencement of the Lease term, normal wear and tear excepted, damages covered by insurance excepted, and acts of God or the elements excepted.

14.2. Holding Over. Any holding over by Tenant after the expiration or termination of the Lease shall be construed to be a tenancy for a month-to-month, on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy. During such tenancy, the Tenant agrees to pay the Monthly Rental in effect immediately prior to commencement of the holding over, times 125%.

14.3. Sub-Tenancies. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, terminate all and any existing sub-tenancies, or may, at the option of Landlord, operate as an assignment to it of any and all such sub-tenancies.

14.4. Abandonment. *If Tenant abandons the Premises, is in default, or in the occurrence of any similar event causing Landlord to re-enter or take possession of the Premises, notwithstanding Landlord's right to remove personal property, Landlord 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.*

15. Default by Tenant.

15.1. Default. The occurrence of any one or more of the following events shall constitute breach of this Lease by Tenant ("Default").

15.1.1. Failure to Pay Rent. The failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) business days after written notice, which may be delivered from Landlord to Tenant via email, ~~a~~ or receipt confirmed by Tenant, by FedEx, or by U.S. Certified Mail, return receipt requested.

15.1.2. Failure to Perform. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by the Tenant, other than payment of Base Rent, where such failure shall continue for a period of thirty (30) days after

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written notice thereof by Landlord is received by Tenant; provided, however, that if the nature of Tenant's Default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in Default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

15.1.3. Bankruptcy. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or by the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days filing); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days after appointment of said trustee or receiver, or the filing of a petition for the appointment of the same, whichever shall first occur.

15.2. Remedies in Default. In the event of any such Default by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such Default:

15.2.1. Terminate Lease. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all past due Base Rent and other charges; the expenses of reletting the Premises, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and costs; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges called for herein for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired Lease Term of this Lease. Unpaid installments of Base Rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum.

15.2.2. Continue the Lease. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned or vacated the Premises. In such event Landlord shall be entitled to enforce all Landlord's right and remedies under this Lease, including the right to recover past due Base Rent and other charges, the Base Rent and any other charges as may become due hereunder, and at Landlord's option, to recover the worth at the time of the award by the court having jurisdiction thereof of the amount by which the unpaid Base Rent and other charges called for herein for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided.

15.2.3. Reletting for Tenant's Account. Landlord may reenter and attempt to relet without terminating this Lease and remove all persons and property from the Premises (which property may be removed and stored in a public warehouse or elsewhere at the cost and risk of, and for the account of, Tenant), all without service of notice or resort to legal process and without being deemed guilty of trespass, or any liability of Landlord for any loss or damage which may be occasioned thereby. If Landlord, without terminating this Lease, either: (i) elects to reenter the Premises and attempt to relet;

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(ii) takes possession of the Premises pursuant to legal proceedings; or (iii) takes possession of the Premises pursuant to any notice provided by law, then Landlord may, from time to time, make such alterations and repairs as may be reasonably necessary in order to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such Base Rent and other terms as Landlord in its reasonable discretion deems advisable.

Upon such reletting, all rents received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness of Tenant (other than any Base Rent or other payments due hereunder) to Landlord; second, to the payment of any costs and expenses of obtaining possession and any such reletting, including expense of reasonable alterations and repairs, brokerage fees and reasonable attorneys' fees; third, to the payment of any Base Rent or other payments due and unpaid hereunder. If rent and any other amounts received by Landlord from reletting during any month be less than Tenant's Base Rent for that rental period paid, Tenant shall immediately pay such deficiency to Landlord. No such reentry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a notice of such intention be given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous Default. Should Landlord at any time terminate this Lease for any Default, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such Default, including the cost of recovering the Premises, reimbursement of any brokerage fees incurred by Landlord in connection with Tenant's Lease and all Base Rent (accrued or to accrue during the term of the Lease) which, at Landlord's election, shall be accelerated and be due in full on demand.

15.2.4. Other Remedies. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises are located, including but not limited to the right to assess against Tenant an amount equal to the reasonable attorneys' fees incurred by Landlord in collecting any Base Rent or other payment due hereunder, which amount shall be due in full within ten (10) days of Tenant's receipt of the assessment by Landlord.

15.2.5. Landlord Obligation to Contact AMCO. *In the event of default by Tenant and any re-entry or re-possession of the Premises by Landlord, Landlord shall contact AMCO, or other relevant government authority, prior to any access of the Premises.*

16. Default by Landlord. If Landlord shall be in default for more than thirty (30) days after receipt of Tenant's notice specifying such default, Tenant may incur any expense necessary to perform any obligation of Landlord specified in such notice and deduct such expense from any sums payable by Tenant under this Lease thereafter to become due or pursue any other remedy available at law, equity or by statute, including, but not limited to, damages and/or the right to terminate said Lease. Provided, however, if Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be deemed in default if it commences such performance within such thirty (30) day period and uses best efforts to diligently prosecute the same to completion.

Irrespective of anything contained in this Section 16, Tenant may not deduct any expenses against any sums payable by Tenant to Landlord under this Lease unless Tenant gave Landlord at least thirty (30) days' notice in writing of the default and Tenant's intention to incur expense to cure said

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default. In any event, Tenant may only deduct the reasonable cost of curing said default. Provided, further, Tenant's inability to deduct said expense against any sums payable by Tenant to Landlord under this Lease shall not affect any other right or remedy of Tenant. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default.

17. Signage. Prior to opening for business, Tenant may install a permanent exterior sign on the building in conformance with all local ordinances and rules. The design and plan for installation of all signs on or exposed to the exterior of the building shall be subject to prior written approval of Landlord which approval shall not be unreasonably withheld or delayed. In the event Tenant shall install any sign in violation of this Section 18, Landlord shall have the right, upon five (5) days prior written notice to Tenant, to enter upon the Premises, remove and store the subject sign and repair all damage caused by the removal of the sign all at Tenant's cost and expense, all without liability to Landlord. Tenant shall remove immediately any interior or exterior signage, advertisement, decoration or similar thing which Landlord reasonably deems objectionable or offensive. If Tenant fails to do so, Landlord may enter upon the Premises and remove same at Tenant's cost and expense.

18. First Right of Refusal.

18.1 Right of First Refusal. During the Term or Extension Term of the Lease, Tenant shall have the right of first option with respect to any sale of the Premises by Landlord as provided herein.

182. Notice Requirements. During the Term or Extension Term of the Lease, if Landlord desires to sell the Premises, Landlord shall first give Tenant at least thirty (30) days ("Notice Period") prior written notice of the proposed sale which notice shall state the terms of the proposed sale ("ROR Notice").

18.3. Procedure. During the Notice Period, following the receipt by Tenant of the ROR Notice, Tenant, at its election, shall give written notice to Landlord of its decision to exercise its right to purchase the Premises upon the same terms as described in the ROR Notice. The purchase by Tenant shall be closed upon the same terms as stated in the ROR Notice.

19. Miscellaneous.

19.1. Waivers. No waiver by either party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent default by the breaching party of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant, whether or not similar to the act so consented to or approved.

19.2. Notices. All notices under this Lease shall be in writing and delivered in person or deposited in the United States Mail, certified and postage prepaid and addressed to the address of Tenant or Landlord shown below or at such other address as may be designated by either party in writing.

LANDLORD'S ADDRESS:
Boulder Buffalo, LLC

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205 E. Dimond, #753
Anchorage, Alaska 99515

TENANT'S ADDRESS:
Great Northern Retail Stores, Inc.
645 G. Street, Suite 100-907
Anchorage, Alaska, 99501

19.3 Construction.

19.3.1. This Lease shall be construed and governed by the laws of the State of Alaska;

19.3.2. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;

19.3.3. The Lease constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof;

19.3.4. This Lease may not be modified or amended except by written agreement signed and acknowledged by both parties, the parties acknowledge and agree that Addendum A is incorporated to this Lease;

19.3.5. Time is of the essence of this Lease in each and every provision thereof;

19.3.6. Nothing contained herein shall create the relationship of principal and agent or of partnership or of joint venture between the parties hereto and no provisions contained herein shall be deemed to create any relationship other than that of landlord and tenant; and

19.3.7. The parties have had the opportunity to have this document reviewed by counsel of their choice. The parties agree that no interpretation or construction shall be made with respect to this document based on which party drafted the document.

19.4. Successor. Subject to any limitations on assignments herein, all of the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

19.5. Costs and Attorneys' Fees. If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable actual attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is commenced.

19.6. Jurisdiction and Venue. The parties hereto do hereby consent to jurisdiction and venue of the Superior Court in Anchorage, Alaska.

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19.7. Dispute Resolution.

19.7.1. Occasions for Arbitration. In the event of a dispute between the parties, related to this agreement or the transactions or relationships contemplated hereby, such disputes shall be resolved by binding arbitration in accordance with the provisions of this Section 19, and the parties waive the right to proceed in courts of law or equity as to these matters.

19.7.2. Procedure. In the event of such dispute as described in the preceding section, the dispute shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All arbitration hearings shall be conducted in Anchorage, Alaska. Prior to instituting an arbitration proceeding, the parties agree to attempt to settle such dispute or claim through non-binding mediation presided over by a mutually agreeable mediator. The decision of said arbitrator shall be final and binding, and no appeal may be taken therefrom. Arbitration shall be conducted under the laws of the State of Alaska. Said decision may be confirmed by a court of law, if necessary, in accordance with the provisions of Alaska law.

19.7.3. Unlawful Detainer. Notwithstanding the above arbitration clause, in the event of a failure to pay Base Rent or other Default hereunder by Tenant, Landlord shall be entitled to commence eviction proceedings under the unlawful detainer statute.

19.8. Authority. Each individual executing this Lease represents and warrants that they are duly authorized to execute and deliver this Lease on behalf of the party represented, and in accordance with the Operating Agreement thereof.

19.9. Counterparts; Electronically Transmitted Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each party agrees to promptly deliver an executed original of this Lease with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Lease, it being expressly agreed that each party to this Lease shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other party to this Lease.

19.10. Headings, Titles, and Captions for Convenience. The headings, tiles, and captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

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19.11. Entire Agreement. This Lease constitutes and embodies the entire understanding and agreement of the parties hereto relating to the subject matter hereof and there are no other agreements or understandings, written or oral, in effect between the parties relating to such subject matter except as expressly referred to herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the last date written below.

LANDLORD		**TENANT**	
Boulder Buffalo, LLC		**Great Northern Retail Stores, Inc.**	
By:	Bret Mason	By:	Aarón Morse
Its:	Managing Partner	Its	CEO
Date:	3/9/21	Date:	3/9/2021

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