LEASE AGREEMENT

Parties

This Lease Agreement ("Agreement") is by and between Carolyn Albertsen ("Landlord") and BlueBerry Hill, LLC ("Tenant")

Recitals

A. Landlord presently holds good, marketable and unencumbered title in and to certain real property and improvements located at 6990 S. Yohn Bay, Wasilla, AK ("Property").

B. Tenant wishes to lease a portion of the Property (leased portion hereafter "Premises") for operation of a Limited Marijuana Cultivation Facility ("Business").

C. In contemplation of this Agreement, Landlord has completed certain site work improvements on the Premises, including the installation of water and sewer improvements, and the construction of a concrete slab, to facilitate construction of Tenant's building on Premises.

D. Landlord and Tenant wish to memorialize their Agreement respecting the Property, pursuant to the terms and conditions set forth herein.

Consideration

For good, valuable and sufficient consideration received and to be received, the parties have agreed, and hereby agree, as follows:

Terms and Conditions

1. Grant of Leasehold. Landlord hereby demises and leases the Premises to Tenant, and Tenant hereby accepts the Premises from Landlord, pursuant to the terms and conditions set forth herein. Tenant understands and acknowledges that Landlord retains use rights in the Property associated with the improvements that currently exist thereon. Tenant shall have the non-exclusive right to utilize the driveway on the Property for ingress and egress to and from the Premises.

2. Lease Term. The lease term ("Term") contemplated herein shall commence upon execution of this Agreement, and shall continue in full force and effect for a term of 120 Months (12) years. The Term may be sooner terminated only upon written agreement of the Parties or as otherwise specified herein.

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3. Rent. Rent throughout the Term shall be fixed in the amount of One and 00/100 Dollar ($1.00) per year payable annually on the anniversary of this Agreement. As further consideration for Tenant's possession and use of the Premises, Tenant shall grant Landlord a fifty percent (50%) equity ownership interest in Business and shall reflect Landlord as a fifty percent (50%) member in Tenant's Alaska limited liability company. Nothing contained herein, including the termination of Tenant's leasehold interest for default, shall result in a loss or impairment of Landlord's ownership interest in the Business.

4. Use. Tenant's use of the Premises shall be limited to those activities incidental to the Business. Tenant's use shall not cause damage to or destruction or waste of the Property and shall not interfere with Landlord's use and enjoyment of the Property.

5. Maintenance/Upkeep/Utilities. This Agreement is intended as a triple net lease. Throughout the Term, Tenant shall be responsible for paying all utilities consumed in connection with operation of the Business on the Premises and for undertaking all reasonably necessary maintenance and upkeep on the Premises. Such maintenance and upkeep shall include, but not be limited to, all structural, electrical, mechanical and plumbing installations situated on the Premises, as well as all snow and refuse removal, all of which shall be undertaken at Tenant's expense, unless otherwise agreed.

6. Taxes and Assessments. Throughout the Term, Tenant shall be responsible for and promptly pay when due all real property taxes and assessments levied against the Property that are in any way related to or connected with the construction or use of the improvements on the Premises. Landlord will provide Tenant with notice of any taxes or assessments levied against the Property in connection with the improvement to the Premises and Tenant shall remit payment within thirty (30) days.

7. Liability. Tenant accepts the Premises in its present condition, "as is," "where is," and with all faults. Tenant understands and acknowledges that Landlord is in no way responsible for damages to Tenant's personal property or improvements to the Premises due to fire, theft, water damage, wind, act of God, and for other casualty that may be caused by any persons not under Landlord's control.

8. Assignment/Sublease/Encumbrance. Neither party shall assign, transfer, encumber, sell, convey, devise or sublease all or any portion of their interest in the Property during the Term without the other's prior written consent. Any such prohibited assignment, transfer, encumbrance, sale, conveyance, devise or sublease shall be null and void at the option of the non-consenting party.

9. Insolvency/Bankruptcy/Levy. In the event Tenant becomes insolvent or proceedings of any type are commenced by or against Tenant in bankruptcy, or if a receiver, trustee or other similar liquidation officer is appointed for Tenant, or if Tenant becomes subject to legal process, including but not limited to levy on execution or seizure of assets by a judgment creditor or other party claiming rights to Tenant's assets, the Landlord may immediately

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terminate this Agreement, at his option and dispossess Tenant of any continued right to use or possess the Premises.

10. Alterations/Improvements. During the Term, Tenant shall be free to make any alterations and improvements to the Premises that it may desire, with Landlord's prior consent, which shall not be unreasonably withheld. All work done by Tenant which alters the appearance of the Property in any way shall be done in a first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable local, state and federal codes, ordinances, laws and regulations. All alterations and additions to the Premises made during the Term become part of the Property and shall remain upon and be surrendered with the Property at the expiration of the Term.

11. Default. In the event Tenant defaults in any of the obligations, covenants, agreements, stipulations or conditions identified herein and shall remain in default for more than ninety (90) days after receiving written notice of such default from Landlord, then Landlord shall have the option to terminate this Agreement for cause. In the event of Default, Landlord/Lessor may not take possession or remove marijuana without the AMCO being first contacted

12. Access. During the Term, Landlord shall maintain the right to use the Property and the improvements situated thereon (outside the area of the Premises) without interference from Tenant.

13. Landlord Liability. During the Term, Landlord shall not be liable for any claim for damages arising out of Tenant's continued possession, use and control of the Premises including, but not limited to: (a) any claims attributable to any act of Tenant or Tenant's guests or invitees; and (b) any claims attributable to the condition of the Property or Premises.

14. Termination. Landlord shall retain no authority to terminate Tenant's leasehold interest in the Property or to secure possession of the Premises during the Term absent a material breach of this Agreement by Tenant that threatens or impairs the value, use or condition of the Property or Landlord's ownership interest therein.

15. Indemnification. Tenant will indemnify Landlord and save him harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Property, or occasioned wholly or in part by any act or omission of Tenant or its guests, invitees, agents, contractors, employees, servants, lessees, or concessionaires. In case Landlord shall, without fault on his part, be made a party to any litigation, Tenant shall hold Landlord harmless and shall pay all costs and expenses (including reasonable actual attorney's fees and costs) incurred or paid by Landlord in connection with such litigation.

16. Subordination. Landlord shall have the right to subordinate Tenant's leasehold interest under this Agreement to any lien of any mortgage, deed of trust or security interest to or

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against the Property, provided such subordination shall be subject to a jointly-executed subordination, non-disturbance and attornment agreement between Landlord, Tenant and Landlord's Mortgagee or Deed of Trust Beneficiary.

17. Waivers. The failure by either party to object to a default or exercise any rights or remedies under this Agreement shall not constitute a waiver, either express or implied, of the right to do so in the future.

18. Aware of Terms and Conditions. Each party agrees, by their signature to this Agreement, that they have had adequate opportunity to review its contents and consult with any agent or advisor which the party deems necessary prior to execution and, in executing this document, is fully aware of all the terms and conditions contained herein.

19. Integrated Agreement. This document constitutes an integrated agreement and no statements, either written or oral, prior to, or contemporaneous with, the execution of this document may be used to vary the terms thereof. Any modification of this document must be in writing and signed by all parties.

20. Parties Bound and Benefitted. The covenants, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the heirs, devisees, administrators, executors, representatives, assigns and successors in interest of the respective parties hereto. No third parties are intended to be benefitted by this Agreement.

21. Applicable Law. This Agreement is to be interpreted under the laws of the State of Alaska. Any litigation concerning this Agreement must be initiated in the judicial district in which the Property is located.

22. Severability. In the event that any term or condition of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining terms and conditions shall nevertheless be valid and enforceable; and such void or unenforceable terms shall be modified to be valid and enforceable to the fullest extent permitted by applicable law and enforced as such.

23. Recording. This Agreement shall not be recorded without Landlord's prior written consent. In the event Tenant wishes to have their leasehold interest recorded, Landlord agrees to execute and deliver to Tenant a Memorandum of Lease, in recordable form, satisfactory to Tenant. Tenant shall pay all costs of preparation and recording of the Memorandum of Lease.

Formation

In witness whereof, the parties have executed, delivered and formed this Agreement, on the last date indicated below.

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TENANT:
BLUEBERRY HILL LLC, An Alaska Limited Liability Company

10-10-2017

Tenant

Dated: 10-10-2017

By: _____ Jared Drinkwater

_____ Carolyn Albertsen

10-10-2017

_____
David Kane

Dated: 10-10-2017

Landlord

_____
Carolyn Albertsen

Subscribed and Sworn
This 10 **day of** Oct **, 20** 17

Teresa Bishop
(Signature)

Teresa Bishop **Com. Exp.:** 06/13/2019
(Printed name)

Official Seal
Teresa Bishop
Notary Public-State of Alaska
My Comm. Expires 06/13/2019

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