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REAL ESTATE SUBLEASE

This Sublease Agreement (this "Sublease") is dated 6/10/2022, 2022 by and between John Youse ("Sublessor"), and Bay One, LLC DBA Grace Flower ("Sublessee"). The parties agree as follows:

PREMISES. Sublessor in consideration of the lease payments provided in this Sublease, leases to Bay One, LLC the premises and associated parking located at 200 W. 68th Avenue, #A2, Anchorage, Alaska 99518.

TERM. The sublease term will begin upon effectuation of the license transfer from LBS, LLC to Bay One, LLC and will terminate on August 31, 2029.

LEASE PAYMENTS. Sublessee shall pay to Sublessor monthly installments of $ 1.00 payable on the first day of each month.

POSSESSION. Sublessee shall be entitled to possession on the first day of the term of this Sublease and shall yield possession to Sublessor on the last day of the term of this Sublease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Sublessee may use the Premises for the commercial cultivation and sales of marijuana. The Premises may be used for any other purpose only with the prior written consent of Sublessor, which shall not be unreasonably withheld. Sublessee shall notify Sublessor 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, Sublessee shall pay a late fee of $250.00.

UTILITIES: Utilities are to be paid by the Sublessee.

HOLDOVER. If Sublessee maintains possession of the Premises for any period after the termination of this Sublease ("Holdover Period"), Sublessee shall pay to Sublessor 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.

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. Sublessee shall be charged $100.00 for each check that is returned to Sublessor for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Sublessee shall have the obligation to

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conduct any construction or remodeling (at Sublessee's expense) that may be required to use the Premises as specified above. Sublessee may also construct such fixtures on the Premises (at Sublessee's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Sublessor which shall not be unreasonably withheld. Sublessee shall not install awnings or advertisements on any part of the Premises without Sublessors prior written consent. At the end of the lease term, Sublessee shall be entitled to remove (or at the request of Sublessor 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 SUBLESSOR TO PREMISES. Subject to Sublessee's consent (which shall not be unreasonably withheld), Sublessor 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, Sublessor does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Sublessor may enter the Premises without Sublessee's consent. During the last three months of this Sublease, or any extension of this Sublease, Sublessor shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Sublessee'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 Landlord have more than five persons enter the premises.

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

COMPLIANCE WITH REGULATIONS. Sublessee 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, Sublessee shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Sublessee nor anyone claiming through the Sublessee 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, Sublessee 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 Sublessee.

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.

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DEFAULT. In the event of a default, Landlord 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:

SUBLESSOR:

John Youse
5310 Arctic Blvd, #4
Anchorage, Alaska 99518

SUBLESSEE:

Bay One, LLC
5310 Arctic Blvd, #4
Anchorage, AK 99518

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.

ENTIRE AGREEMENT/AMENDMENT. This Sublease Agreement 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 Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

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SUBLESSOR:

DocuSigned by:
0C1AB30012A94BB...
John Youse

SUBLESSEE:

Bay One, LLC
BY:

DocuSigned by:
0C1AB30012A94BB...
Member, John Youse

DocuSigned by:
2C5177CE3F25429...
Member, Bonnie Lam

I, Emilio Avila, Managing Member of Xela, LLC, Owner of the property located at 200 W 68th Avenue, Unit A2, Anchorage, AK 99518. hereby agree to allow John Youse to sublease the building and associated parking located at 200 W 68th Avenue, A2, Anchorage, AK 99518 to Bay One, LLC for the purposes referred to in this sublease agreement. **However, this consent does not release John Youse, in any way, from the personal guarantee of the obligations contained in the Master Lease agreement.**

Dated this _____ day of 6/10/2022, 2022.

DocuSigned by:
2C91569C297E4E9...
Emilio Avila, Managing Member of Xela, LLC
Property Owner

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ASSIGNMENT AND ASSUMPTION OF LEASE

AND

LANDLORD CONSENT

This Assignment and Assumption of Lease and Landlord Consent (this "***Agreement***") is made as of this 5th day of August, 2021, between (i) **LBS, LLC** ("***Assignor***") and **Casey Wilkins** ("***Guarantor***"), (ii) **John Youse** ("***Assignee***"), and (iii) is consented to by **Xela, LLC** ("***Landlord***").

RECITALS

A. Assignor is the tenant and the Landlord is the landlord under that certain Lease Agreement dated October 13, 2019 (the ***"Lease"***) for real property and improvements within the real property known as and located at **200 W. 68th, #A2, Anchorage, Alaska 99518** the Lease being for certain space and certain appurtenances as specifically described in the Lease.

B. Guarantor personally assumed the obligations of Assignor pursuant to the terms of the Lease (the "Guaranty").

C. Assignor is selling its interest in certain assets of Assignor to Assignee pursuant to the terms of a purchase agreement entered into in connection with the execution and delivery of this Agreement (the "***Sale Transaction***"). In connection with such Sale Transaction, Assignee has required that it receive the benefit of the tenancy granted to Assignor pursuant to the terms of the Lease.

D. As part of the Sale Transaction, Assignor desires to assign to Assignee all of its right, title and interest as Tenant under the Lease and Assignee desires to accept such assignment and to agree to perform all of the obligations of the Tenant under the Lease, upon the terms and conditions hereinafter set forth.

E. Under the terms of the Lease, this Assignment requires the Landlord's consent. Landlord is willing to approve such assignment and assumption of the Lease by Assignee, as set forth in the Landlord Consent attached hereto, and to release Assignor and Guarantor of their obligations under the Lease and Guaranty on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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AGREEMENT

1. Recitals; Definitions. The recitals set forth above are incorporated herein by reference. Except as otherwise defined herein, all capitalized terms herein have the meanings ascribed to such terms in the Lease.

2. Assignment. Assignor hereby assigns and sets over to Assignee all of Assignor's right, title, interest, and claim in the Lease, including any Security Deposit delivered by Assignor under the Lease. Such assignment shall be effective on the Effective Date set forth above.

3. Assumption. Assignee hereby accepts the foregoing assignment, and hereby unconditionally assumes and agrees to perform each and every one of Assignor's obligations as tenant under the Lease which accrue or become due on or after the Effective Date.

4. Condition of Premises. No representations or warranties have been made by the Landlord, Assignor or Guarantor to the Assignee regarding the condition of the Premises. The Assignee represents, warrants and acknowledges that the Assignee is not relying upon any representation or warranty by the Landlord, Assignee or Guarantor in entering into this Agreement.

5. Release of Assignor and Guarantor. Upon execution of this Agreement by all parties, Landlord agrees to release Assignor and Guarantor of any and all obligations under the terms of the Lease, and to deliver the Release of Guaranty and Lease Agreement in the form annexed hereto as **Exhibit A**.

6. Personal Guaranty of Assignee. In signing this Agreement, Assignee agrees to personally guaranty all of the obligations due and owing under the terms of the Lease, as assigned.

7. Security Deposit. Assignor agrees that its security deposit required by the Lease in the amount of $5,000 ("***Security Deposit***"), currently being held by Landlord, shall be transferred to the benefit of Assignee and shall be retained by Landlord to satisfy Assignee's requirement to deliver to Landlord a Security Deposit under the Lease.

8. Confirmation: Except as expressly modified by this Agreement, the Lease remains in full force and effect, and the parties hereby confirm the Lease as so modified. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Lease.

9. No Defaults or Claims. The Assignor and the Assignee hereby certify, acknowledge and agree that: (a) the Landlord is not in default under any of the terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by the Landlord have been satisfied; (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Landlord under the Lease; and (d) the Assignor and

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the Assignee have no current defenses or claims against the Landlord or rights of offset against any base Rent, additional Rent, tenant reimbursements or other charges payable under the Lease, or otherwise.

10. Indemnity by Assignee. Assignee hereby agrees to indemnify, defend, and hold Assignor and the property of Assignor harmless from and against any and all claims, demands, actions, causes of action, losses, liabilities, damages, costs and expenses suffered or incurred by or asserted against Assignor in connection with or arising from the Lease with respect to any period after the Effective Date of this Assignment or otherwise resulting from Assignee's occupation and the use of the Premises on or after the Effective Date. This indemnity is not intended to modify, limit or diminish any indemnity obligations imposed upon Assignee under the terms of the purchase agreement governing the Sales Transaction.

11. Assignee's Address. Assignee's address for notice purposes under the Lease shall be as follows:

    John Youse
    10559 Vancouver Circle
    Anchorage, Alaska 99515
    Email: John@tundraherbco.com

12. Counterparts. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. Emailed or scanned signatures shall be binding on the parties.

13. Authority. The parties signing this Agreement individually represent and warrant that they have the authority to sign this Agreement on behalf of the party for whom they are executing this Agreement and to bind such party to this Agreement.

14. Miscellaneous. This Assignment is made and delivered in the State of Alaska, and shall be construed under and governed by Alaska law. This Assignment may be executed in one or more counterparts, including by facsimile or other electronic form, and together the counterparts shall constitute one and the same agreement.

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WITNESS WHEREOF, the parties have executed this Agreement as of the day referenced above.

ASSIGNOR: LBS, LLC

By: _____
CASEY WILKINS
Its: ~~Member and Authorized~~ Agent

GUARANTOR:

_____
CASEY WILKINS

ASSIGNEE:

_____ 8/5/21
JOHN YOUSE

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LANDLORD CONSENT

The Landlord hereby:

1. Acknowledges and agrees that the Lease remains in force and effect and is able to be assigned from LBS, LLC, as Assignor, to John Youse, as Assignee;

2. Acknowledges receipt of, and consents to, the foregoing Assignment of Lease from Assignor to Assignee. Landlord's consent to the assignment shall not be deemed to be a consent to any other assignment of the Lease or any subletting of all or part of the Premises;

3. Acknowledges that it is holding a Security Deposit in the amount of $5,000.00 for the tenant under the Lease; and

4. Certifies to its actual knowledge (defined to mean the actual knowledge of any of the members, employees or personnel of Landlord) that as of the date executed by Landlord below: (a) the Assignor, as tenant, is not in default under any of the terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by the Assignor, as tenant, have been satisfied; and (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Assignor, as tenant, under the Lease.

LANDLORD: **XELA, LLC**

DocuSigned by:
EMILIO AVILA
2C01569C297E4E9...

By: _____

Name: Emilio Avila

Title: Managing Member

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EXHIBIT A

AGREEMENT TO RELEASE PARTIES OF OBLIGATIONS UNDER LEASE AND PERSONAL GUARANTY

This Agreement to Release Parties of Obligations und Lease and Personal Guaranty Agreement ("Agreement") is made effective as of this ____ day of 8/2/2021, 2021 (the "Effective Date"), by XELA, LLC, an Alaska limited liability company ("Xela"), for the benefit of LBS LLC, Alaska corporation ("LBS") and Casey Wilkins, an individual residing in the State of Alaska ("Guarantor").

RECITALS

WHEREAS, LBS and Xela entered into a Commercial Lease with Option to Purchase made by and between Xela and LBS effective October 1, 2019 (the "Lease"); and

WHEREAS, Guarantor signed the Lease on behalf of LBS on or about November 10, 2019, and in so signing agreed to personally guaranty the obligations of LBS under the Lease (the "Guaranty"); and

WHEREAS, LBS has assigned all of its rights and obligations under the Lease to John Youse (the "Assignee"), as provided in a certain Assignment and Assumption of Lease and Landlord Consent, dated the ___ day of 8/2/2021, 2021 (the "Assignment");

WHEREAS, under the Assignment, Assignee agreed to assume any and all obligations under the Lease, and Xela agreed to release LBS and Guarantor of their obligations and responsibilities under the Lease and Guaranty.

THEREFORE, in consideration of the delivery of the Assignment, and such other and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Xela hereby releases and relieves (1) Guarantor from the Guaranty and the Guaranty shall have no further force and effect; (2) LBS from any and all obligations or responsibilities under the Lease.

IN WITNESS WHEREOF, this Agreement is made and entered into as of the Effective Date.

LBS, LLC

By: _____
CASEY WILKINS
Its: Member and Authorized Agent

_____
CASEY WILKINS

XELA, LLC

DocuSigned by:
Emilio Avila
2C01569C297E4E9...

By: _____
Emilio Avila
Its: Member and Authorized Agent

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