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COMMERCIAL LEASE AGREEMENT

SUITE 1, 3025 PARKS HIGHWAY, FAIRBANKS, AK 99709

This agreement, dated December 1, 2017, is between:

OHWWHO, LLC and Valley Marketers, INC.

1. LANDLORD:

The Landlord(s) and/or Agent(s) are:

Valley Marketers, INC., Dave Shaw, and *Nancy Shaw* and will be referred to in this Lease Agreement as "Owner(s), Landlord(s)" and with all rights and authorities granted by Valley Marketers, INC. to enact such lease.

The Building Manager and/or authorized agent(s) reports directly to the Owner(s), Landlord(s) and their Agent(s).

The Building Manager collects monthly rents, maintains property frontage, receives *maintenance reports, building updates, manages Parks Hwy Food & Fuel Station*, maintains ATM, Bathroom and Sink used by OHW as "shared" space in an orderly fashion fit for 24/7 business operation(s).

2. TENANT:

The Tenant(s) is/are:

Name: OHWWHO, LLC dba ONE HIT WONDER
Address: PO Box 321, Ester, AK 99725
1st Contact: J. Grant wonderofthenorth@gmail.com 750-3222
2nd Contact: D. Grant david@onehitwonderAK.com 750-3222

3. PROPERTY:

The Landlord agrees to rent the Tenant(s) the property located at:

3025 Parks Hwy
Suite One
Fairbanks, AK 99709

The "leased premises" referred to in the Lease is located in the NE section of the primary building; located on the first floor and consisting of approximately ~500 sq. feet.

The leased premises contain an Arctic Entry with shared access to Suite Two:

1) Bathroom, Kitchen Sink, Coffee-Maker, ATM, Internet Facilities
2) Road Front Signage Electrical
3) USPS Mailbox – 3025 Parks Hwy
4) OHW Signs on Gas Canopy, Road Frontage, Primary Building
5) Access to Building Water, Electrical, Sewer and Heating equipment *(as needed)*.

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4. TERM OF LEASE AGREEMENT:

This Lease extends the current lease and will extend OHWWHO, LLC dba ONE HIT WONDER as the primary tenant of Suite ONE / "Leased Premises" for the period of 5-years (60-months) beginning:

January 1st, 2018 *through* **December 31st, 2022**

This lease based on the conditional validity of OHWWHO, LLC dba ONE HIT WONDER maintaining necessary permits from the FNSB (#XX003) and State of Alaska (#XX198).

The Lease agreement is voided if Lessees/Tenants are denied necessary permits for cannabis operations at leased premises by any of the following:

FNSB, DEC, DHS, STATE FIRE MARSHALL, or STATE OF ALASKA.

Tenants must provide landlord written notice of Tenants' intent to vacate and terminate this lease. VERBAL NOTICE IS NOT SUFFICIENT UNDER ANY CIRCUMSTANCES. Landlord or Tenants can give notice to the other party of intentions to terminate the lease, and thus vacate the property when the lease ends. Or the landlord and Tenant can agree to renegotiate the Lease for another term.

Tenants' will maintain general liability insurance coverage on leased premises.

a) Coverage provided by Alaska Rural Insurance Company:
Nov 2017 – Dec 2022.

b) Valley Marketers, INC listed as landlord/beneficiary for amount of loss to leased premises.

5. USE & OCCUPANCY OF PROPERTY:

The only person(s) using the Leased premises is/are:

A. OHWWHO, LLC dba ONE HIT WONDER.

B. OHWWHO, LLC owner, retail employee(s), and consultant(s).

C. All employees at said business shall be introduced to the building manager, so the manager knows who is allowed on premises.

D. The Tenant(s) will use the Leased Premises only as a Retail Marijuana/Cannabis Outlet, and for any use associated therewith including agricultural products.

E. OHW will review and maintain all necessary permits authorizing the use of on-site consumption if the State of Alaska approves such legal measures for "Cafés"

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6. RENT DUE:

A. Monthly Rent: Tenants will pay all-inclusive monthly rent of [redacted] for each month during this lease.

B. Due Date: The rent is due in advance of or on the *5th day* of each month. Rental Payments are made payable to: *Valley Marketers, INC.*

C. Place of Payment: Landlord will collect rent via Building Manager. Alternatively, payments can be sent US MAIL to: PO BOX 349, Nenana, AK 99760; or as determined as appropriate between Landlord & Tenants(s).

D. Method of Payment: Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by this Lease. Tenant(s) may pay all rent by cash, check, money order, cashier's check or EFT/WIRE.

E. Rent Increases: There will be no rent increases through the Termination Date/Term of lease agreement.

F. Utilities: All utilities (water, sewer, electric, gas, internet/wifi) are included in the monthly rent.

G. Maintenance: All exterior maintenance will be performed/completed by building manager/supervisor/landlord; or will be completed by tenants at *market labor rate* (REFER TO SECTION 8-C).

7. SECURITY/CLEANING DEPOSIT:

A. Upon execution of this Lease, the Tenant(s) agree to allow Landlord(s) to carry-forward the Security/Cleaning Deposit in the amount of [redacted] from the prior Lease to the current Lease. Tenant(s) agree that they shall earn no interest and/or fees for the Landlord(s) holding this Security/Cleaning Deposit for the duration the Lease.

B. Tenant(s) agrees that Landlord may retain the deposit to the extent of unpaid accrued rent (including Late Charges) or damages resulting from Tenant's non-compliance with AS 34.03.120.

8. MAINTENANCE & REPAIRS:

Landlord shall be responsible for repairs in/or about the Lease Premises unless caused by the negligence of the Tenant. Tenant(s) will be responsible for any repairs cause by his/her/their negligence.

Landlord shall maintain the building in sanitary and usable condition(s) at all times and/or make repairs promptly. If building facilities are not available, the Landlord assumes financial responsibility to make temporary facilities available until permanent repairs can be completed.

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A. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any such repair of which the Tenant(s) becomes aware. Once notified, Landlord will promptly make repairs.

B. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.

C. Yard Maintenance: Landlord will maintain, pay all expenses, and be responsible for all summer and winter yard maintenance and will use reasonable diligence in maintaining the yard. "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and other foliage on or encroaching on the Property. If Landlord does not maintain, Tenant will maintain, and hold Landlord responsible for all costs involved.

9. CONDITION OF PROPERTY:

A. The Tenant acknowledges that they have inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.

B. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.

C. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement; however all improvements made to the building do not need to be removed.

D. Tenant(s) agree that Landlord, and/or their agents may enter Leased Property "*with an OHWWHO, LLC agent/employee present*" by reasonable means at reasonable times with a MANDATORY 24-hour notice given to Tenant(s) to:

(1) inspect the Property for condition

(2) make repairs/improvements

(3) show the Property to prospective tenants, prospective purchasers, government inspectors, fire marshals, lenders, appraisers, or insurance agents

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(4) exercise a contractual or statutory lien

(5) leave written notices

(6) seize *non-exempt* property after default. Landlord may immediately enter the *Leased Property for emergency reasons. Landlord may prominently display a* "for-sale" or "for-lease" (or similarly worded statement) sign on the Property

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during the last 45-days of the term of this Lease.

E. Landlord agrees and will comply with all State and Local laws regarding the possession of marijuana/cannabis and marijuana/cannabis products that are owned/stored on-site by Tenant. Landlord agrees and understands that they may not take possession or remove marijuana or marijuana products and that State, Local, and regulatory enforcement will be contacted if marijuana products are removed at any time.

F. No Environmental/ Hazard risk(s) assumed by OHWWHO, LLC due to Fuel Pump System located at leased premises.

10. MOVE-IN CONDITION:

Tenant(s) have inspected visual physical condition and accepts the Property AS-IS, except for conditions materially affecting the safety or health of ordinary persons or unless expressly noted otherwise in the Lease. Landlord has made no express or implied warranties as to the condition of the Property and no agreements have been made regarding future repairs unless specified in this LEASE. Tenant(s) will accept the Property in a clean and good condition (unless noted separately) and have access to basic building amenities.

Tenant(s) accept no responsibility to repair unless directly damaged or OHWWHO, LLC negligence.

Landlord will not require leased premises to be returned in original condition; as improvements will be made over the lease agreement.

11. ENDING OR RENEWING THE LEASE AGREEMENT:

This Lease Agreement ends on December 31, 2022. Tenant(s) hold exclusive option to extend the lease an additional 36-60 months by notifying Landlord(s), Owner(s) -or- Agent(s) at least 30-days prior to 12/31/22.

Landlord(s) may propose changes to the terms of this Lease by providing certified written notice 120 days prior to the termination date; Landlord may not end lease prior to exclusive termination date. Tenant(s) may end or change the terms of this Lease by giving 30 days' written notice prior to the date of expiration.

***REFER TO SECTION 4 FOR ALL OTHER LEASE CONDITIONS*

12. MOVE-OUT CONDITIONS:

Unless Tenant(s) improvements have been made and Tenant(s) does not seek to remove; Tenant(s) will surrender the Property in the same condition as when received, normal wear and tear accepted. "Normal Wear & Tear" means deterioration that occurs without negligence, carelessness, accident or abuse. Tenant(s) will leave the Property in a clean condition, free of all trash, debris, and any personal property or belongings. If Tenant leaves any personal property or belongings in the Property after Tenant(s) surrender possession of the Property, all such personal property or belongings shall be

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forfeited to and become the property of the Landlord. "Surrender" means vacating the Property and returning all keys and access devices to the Landlord.

13. ASSIGNMENT and SUBLETTING:

Tenant(s) may assign or sublet the Property without Landlord's written consent. An assignment or subletting of the Property is voidable by Landlord at the end of the original lease period, and Landlord may not terminate the Lease until that date. Under no circumstances will Landlord be released from obligations in the Lease by virtue of an assignment or sublease; unless landlord and tenant make alternative arrangements.

14. GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska.

15. ATTORNEY FEES:

In any lawsuit or other legal action involving contractual or statutory obligations of Landlord or Tenant(s), the prevailing party is entitled to recover prejudgment interest, attorney's fees and all other costs of litigation for the non-prevailing party.

16. AGREEMENT OF PARTIES:

This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement. This Lease is binding upon and insures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns. All Tenant(s) are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or the signature of, any one or more of the Tenant(s) regarding any term of this Lease, its renewal, or its termination is binding on all Tenant(s) executing this Lease. Should any clause in this Lease be found invalid, or unenforceable by a court of law, the remainder of this Lease will not be affected and all other provisions of this Lease will remain valid and enforceable. Landlord's past delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed to be a waiver of any other breach by Tenant(s) or any other term, condition or covenant in this Lease. All notices under this Lease must be delivered to Tenant(s) at the Property Address and to Landlord or Landlord's representative at the address specified.

17. MOVE-IN ACCOUNTING:

FIRST MONTH/ JANUARY 2018 RENT: [redacted]

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CLEANING/SECURITY DEPOSIT: [redacted]

LAST MONTH/ December 2022 RENT: [redacted]

BALANCE FORWARDED FROM ORIG LEASE: [redacted]

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CURRENT BALANCE DUE (*12.1.2017*) **$0.00**

ACCOUNT CURRENT

18. ENTIRE AGREEMENT NOTICE: This is an important LEGAL document.

This is intended to be a legal agreement binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult a legal representative BEFORE signing it.

If the Landlord fails to enforce any provision of this Lease Agreement, it is not a waiver of any future default or default of the remaining provisions.

By signing this Lease Agreement, the Tenant(s) certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, rules and regulations of this Lease.

TENANT SIGNATURE: J. Grant
J. GRANT, *President/Owner* 12.1.17
OHWWHO, LLC dba ONE HIT WONDER

LANDLORD/AGENT SIGNATURE: Nancy Shaw
N. SHAW, *Secretary* 12.1.17
VALLEY MARKETERS, INC.

LANDLORD/AGENT SIGNATURE: [signature]
D. SHAW, *Director/Treasurer* 12.1.17
VALLEY MARKETERS, INC.

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4.1.2022

Valley Marketers Inc
PO Box 349
Nenana, AK 99760

Re: 3025 Parks Hwy, Suite One
Lease Renewal

To Whom It May Concern:

OHWWHO LLC pursuant to the rights and agreements listed in the commercial lease dated December 2017 for 3025 Parks Hwy, Suite One, Fairbanks AK 99709 hereby notify Valley Marketers Inc of their exclusive option to extend the above lease an additional 60 months (Section 11, Page 5).

This extends the end-date of the agreed lease to December 31, 2027.

James Grant

J. Grant
President/Owner

D. Grant
Vice-President/Owner

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