COMMERCIAL LEASE AGREEMENT

This lease agreement is entered into on this 31ST day of MAY, 2016, by and between: Rodney W. Oliver, (hereinafter called "LESSOR"), whether one of more,

and Calm N Collective, LLC, (hereinafter called "LESSEE"), whether one or more. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE do hereby covenant, contract and agree as follows:

1. PREMISES AND TERM: LESSOR, hereby leases to LESSEE for the term commencing on the 1ST day of JUNE ~~FEB~~, 2016 and ending on the 1ST day of JUNE, 2018, (the "TERM") the following described premises in its present condition, located in the Matanuska Susitna Borough, Alaska:

A one acre lot located in:
Township 18N Range 3W
Section 35 Lot D4
Parcel 54338

13886 W. Parks Highway
Houston, Alaska 99694-0085

(A diagram/description of the "PREMISES or LEASED PREMISES" is attached hereto as Addendum B).

2. RENEWAL: LESSEE and LESSOR may agree to extend or renew the lease, with any agreed modifications, in a separate, signed document.

3. RENT: The LESSEE covenants to pay to LESSOR as Rent the sum of FOUR THOUSAND DOLLARS ($4,000.00) per month, (hereinafter "the Rent"), in advance without demand on or before the first day of each month at the office of the LESSOR.

The LESSEE shall pay the Rent when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by LESSEE or acceptance by LESSOR of a lesser amount than shall be due from LESSEE to LESSOR shall be treated as payment on account.

4. LATE CHARGES: LESSEE shall pay a late charge in the amount of twenty five dollars if the rent is not paid within eight days after the due date to cover the extra expense involved in handling late payments. This charge is in addition to any other rights or remedies of the LESSOR.

5. CONDITION OF PREMISES; USE OF PREMISES: LESSOR agrees that LESSEE, upon paying the rent and on performing all terms of this lease, shall peaceably enjoy the Leased Premises during the term of this lease. By occupying the Leased Premises as a tenant, or installing fixtures, facilities, or equipment or performing finished work, LESSEE shall be

deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this lease.

LESSEE acknowledges that LESSEE has examined and knows the condition of the Leased Premises, and has received the same in good order and repair, and agrees:

(a) To use these Leased Premises for See Addendum "A".

(b) To surrender the Leased Premises to LESSOR at the end of the Term or any renewals without the necessity of any notice from either LESSOR or LESSEE to terminate the same.

(c) To surrender possession of these Leased Premises at the expiration of this lease without further notice to quit, in as good condition as reasonable use will permit.

(d) To keep the Premises in good condition and repair at LESSEE'S own expense, except repairs which are the duty of LESSOR.

(e) To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers for the State of Alaska relating to the use of the Premises.

(f) Not to use the Leased Premises for living quarters or residence.

LESSEE shall pay: any signs placed upon or about such Leased Premises shall, upon the end of the Term of the lease or upon the earlier termination be removed by LESSEE, and LESSEE shall repair any damage to the Leased Premises which shall be occasioned by reason of such removal.

7. FIXTURES AND TRADE FIXTURES. LESSEE shall make no changes, improvements alterations, or additions to the Leased Premises unless such changes, improvements, alterations, or additions are first approved in writing by LESSOR. LESSOR may not unreasonably withhold approval. All improvements made by LESSEE to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of LESSOR upon installation.

Not later than the last day of the Term, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and those improvements made by LESSEE which have not become property of LESSOR, including trade fixtures, cabinetwork, movable paneling, partitions, and like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by LESSEE or LESSEE's agents, employees, visitors, or licensees, excepted.

8. DEFAULT. Each of the following shall be deemed an Event of Default:

a. Default in the payment of Rent or other payments hereunder.

b. Default in the performance or observance of any covenant or condition of this lease by the LESSEE to be performed or observed.

c. Abandonment of the premises by LESSEE.

d. The filing or execution or occurrence of:

i. Filing a Petition in bankruptcy by or against LESSEE.

ii. Filing a petition or answer seeking reorganization, arrangement, composition, readjustment, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.

iii. Adjudication of LESSEE as a bankrupt or insolvent: or insolvency in the bankruptcy equity sense.

iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.

v. A petition or other proceeding by or against LESSEE for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of LESSEE with respect to all or substantially all its property.

vi. A petition or other proceeding by or against LESSEE for its dissolution or liquidation, or the taking or possession of the property of the LESSEE by any governmental authority in connection with dissolution or liquidation.

9. NOTICE OF DEFAULT. The parties are desirous of giving one another fair notice of any default before termination or other action under this lease requiring such notice. In the event of an act of default with respect to any provision of this lease, neither party can institute legal action with respect to such default without first complying with the following conditions:

a. Notice of such event of default must be in writing and must either be hand delivered, mailed to the other party by U.S. Certified Mail, return receipt requested, or if unable to provide notice by these methods, if notice is from LESSOR to LESSEE by posting the notice on the front door of the Leased Premises.

b. Such written notice shall set forth the nature of the alleged default in the performance of the terms of this lease and shall designate the specific paragraph (s) therein which relate to the alleged act of default;

c. Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party in order to cure the alleged default and the date by which the default must be remedied, which date must correspond with the time minimum time periods for the various forms of breach set out in Alaska Statutes. If notice of default is mailed, a reasonable time must be added to the deadline to cure in order to allow for delivery of the mail.

10. TERMINATION. Upon occurrence of any Event of Default, and after, or simultaneous with, the giving of proper notice of default, LESSOR may, at its option, in addition to any other remedy or right given hereunder or by law; give LESSEE in writing (delivered as specified for a Notice of Default, above) a Notice of Termination, informing LESSEE that this lease shall terminate upon the date specified in said Notice.

11. REPOSSESSION. Upon termination of this lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, the LESSOR may enter forthwith, without further demand or notice to LESSEE, and resume possession of the Leased Premises. In no event shall such re-entry or resumption of possession or re-letting as hereafter provided be deemed to be acceptance or surrender of this lease or a waiver of the rights or remedies of LESSOR hereunder.

12. DEFAULT BY LESSOR. In the event of any default by LESSOR, LESSEE, before exercising any rights that it may have at law to cancel this lease, must first send notice by

registered or certified mail, or hand delivery, to LESSOR, and shall have offered LESSOR thirty (30) days in which to correct and cure the default or commence a good faith effort to cure such default.

13. RELETTING AFTER TERMINATION. Upon termination of this lease in any manner above provided, LESSOR shall use reasonable efforts to relet the Premises.

14. DAMAGES. Upon termination of this lease in any manner above provided, or by summary proceedings or otherwise, LESSEE shall pay to LESSOR without demand or notice of the following: All rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.

15. LESSOR NOT LIABLE FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY: The LESSOR shall not be liable for any injury or damage to any person or to any property at any time on said Premises or building from any cause whatever that may at any time exist from the use or condition of the Premises or building from any cause, during the Term or any renewal of this lease, unless the injury or damage is specifically caused by the negligence of the LESSOR.

16. TAXES. Property taxes on the Lease Premises shall be responsibility of LESSOR. Taxes on the personal property of Lessee shall be the responsibility of LESSEE. All other taxes shall be the responsibility of the party incurring same.

17. HOLDOVER. If LESSEE shall holdover after the expiration of the Term hereof, with the consent of LESSOR, express or implied, such tenancy shall be from month to month only, and not a renewal hereof; and LESSEE agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this lease for the time LESSEE holds over. LESSEE shall be entitled to possession until LESSOR has given LESSEE thirty (30) days' notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

18. NATURE OF RELATIONSHIP BETWEEN PARTIES. The sole relationship between the parties created by this agreement is that of LESSOR and LESSEE. Nothing contained in this lease shall be deemed, held, or construed as creating a joint venture or partnership between the parties.

19. CONDEMNATION CLAUSE. In the event that all or a part of the Premises is taken by eminent domain or conveyed in lieu of eminent domain, if the Leased Premises cannot reasonably be used by LESSEE for their intended purpose, then this lease will terminate effective as of the date that the condemning authority shall take possession of the same.

20. FIRE CLAUSE. The LESSEE agrees to notify LESSOR of any damages to the Leased Premises by fire or other hazard and also of any dangerous or hazardous condition within the Leased Premises immediately upon the occurrence of such fire or other hazard or discovery of such condition.

21. WAIVER OF NONPERFORMANCE: Failure of the LESSOR to exercise any of its rights under this lease upon nonperformance by the LESSEE of any condition, covenant or provision herein contained shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant or provision by the LESSOR be construed as a waiver of the rights of the LESSOR as to any subsequent defective performance or nonperformance hereunder.

22. PAROL EVIDENCE CLAUSE: This instrument constitutes the final fully integrated expression of the agreement between the LESSOR and LESSEE, and it cannot be modified or amended in any way except in writing signed by the LESSOR and LESSEE.

23. NOTICES. All notices and communications concerning this lease shall be mailed to the parties at the following addresses:

LESSOR	LESSEE
PO Box 940085	PO 521302
Houston, AK 99694	Big lake AK
	99652

24. SALE BY LESSOR. In the event of a sale or conveyance by LESSOR of all or part of the Leased Premises, the same shall operate to release LESSOR from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of LESSEE, and in such event LESSEE agrees to look solely to the responsibility of the successor in interest of LESSOR. This lease shall not be affected by any such sale, and LESSOR agrees to notify any prospective purchaser of his/her /its responsibility to assume remainder of the lease provision and term.

25. COURT ACTION, ATTORNEY'S FEES AND COSTS. If, upon, failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this lease, and suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Premises or to enforce any provision hereof, the losing party agrees to pay to the prevailing party reasonable costs and expenses incurred in prosecuting these suits.

26. ASSIGNMENTS AND SUB-LEASE. The LESSEE hereby agrees not to assign this lease voluntarily or involuntarily, nor to sub-lease the Premises or any part of the Leased Premises, without the written consent of the LESSOR, under penalty of instant forfeiture of this lease. All

rights and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of such party.

27. INTERPRETATION. Whenever any word is used in this agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders and singular usage shall include the plural and vice versa, all as the context shall require.

28. MODIFICATION. Any modification or amendment of this agreement shall be in writing and shall be executed by all parties.

29. SEVERABILITY CLAUSE. If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in in no way be affected, impaired or invalidated.

30. LAW TO APPLY. This lease shall be construed under and in accordance with the laws of the State of Alaska. Those laws shall govern every aspect of the enforcement of this lease.

31. ADDENDUMS. The following addendums are attached to this lease and shall be initialed by the parties:

Addendum A – Marijuana Cultivation
Addendum B – Description of Leased Premises

All documents such as schedules, exhibits, and like documents are incorporated herein and shall be signed by all parties. If LESSEE is a corporation, each person executing this lease represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation.

In Witness Whereof, the undersigned LESSOR and LESSEE execute this lease to be effective as of the day and date first above written.

LESSEE(s)		LESSOR(s)	
5/25/16		5/31/16	
Ronald Bass, Manager Calm N Collective LLC	Date	Rodney W. Oliver	Date

7. LESSEE may elect to terminate this lease upon no less than ninety (90) calendar days written notice in the event that a government with jurisdiction over LESSEE's business conducted within the Premises imposes new regulations (including within this definition taxes, permit fees or infrastructure mandates) that render LESSEE's continuing use of the Premises commercially impracticable as a result of increased transaction costs; provided, however, (i) LESSEE may not avail itself of this provision at any time that LESSEE is in monetary default hereunder, and (ii) LESSEE shall include in its notice to LESSOR the specific bases in the new regulations for its belief that it cannot continue in business within the Premises.

LESSEE(s)		LESSOR(s)	
	5/25/16		5/31/16
Ronald Bass, Manager Calm N Collective LLC	Date	Rodney W. Oliver	Date

ADDENDUM A
MARIJUANA CULTIVATION

1. USE OF PREMISES: The Premises shall be used by LESSE to carry out a lawful cannabis business in accordance with the laws of the State of Alaska for the following uses:

- Sale of cannabis in bud form
- Sale of cannabis in leaf form
- Cultivation of cannabis plants and all activities associated with cultivation of cannabis plants
- Storage of cannabis for transport elsewhere

2. IMPROVEMENTS: The parties acknowledge that the Premises are not currently fit for the permitted use and that alterations will have to be implemented to render the Premises fit and that:

a. LESSEE shall, at its sole expense but with good faith and reasonable cooperation of LESSOR, secure all licenses, permits, and other approvals required to make such alterations;
b. LESSEE is not entitled to reimbursement from LESSOR for making any alterations or improvements that are unique to the operation of a Cannabis business, and
c. LESSEE must remove, at its sole expense, any and all alterations that LESSOR designates for removal at the end of the lease term.

3. COMPLIANCE WITH LAWS: The parties acknowledge that there are myriad regulations and local, state and federal laws, and private persons shall govern the operation of LESSEE's use and that LESSEE alone will be responsible for compliance with all mandates and requirements of any nature.

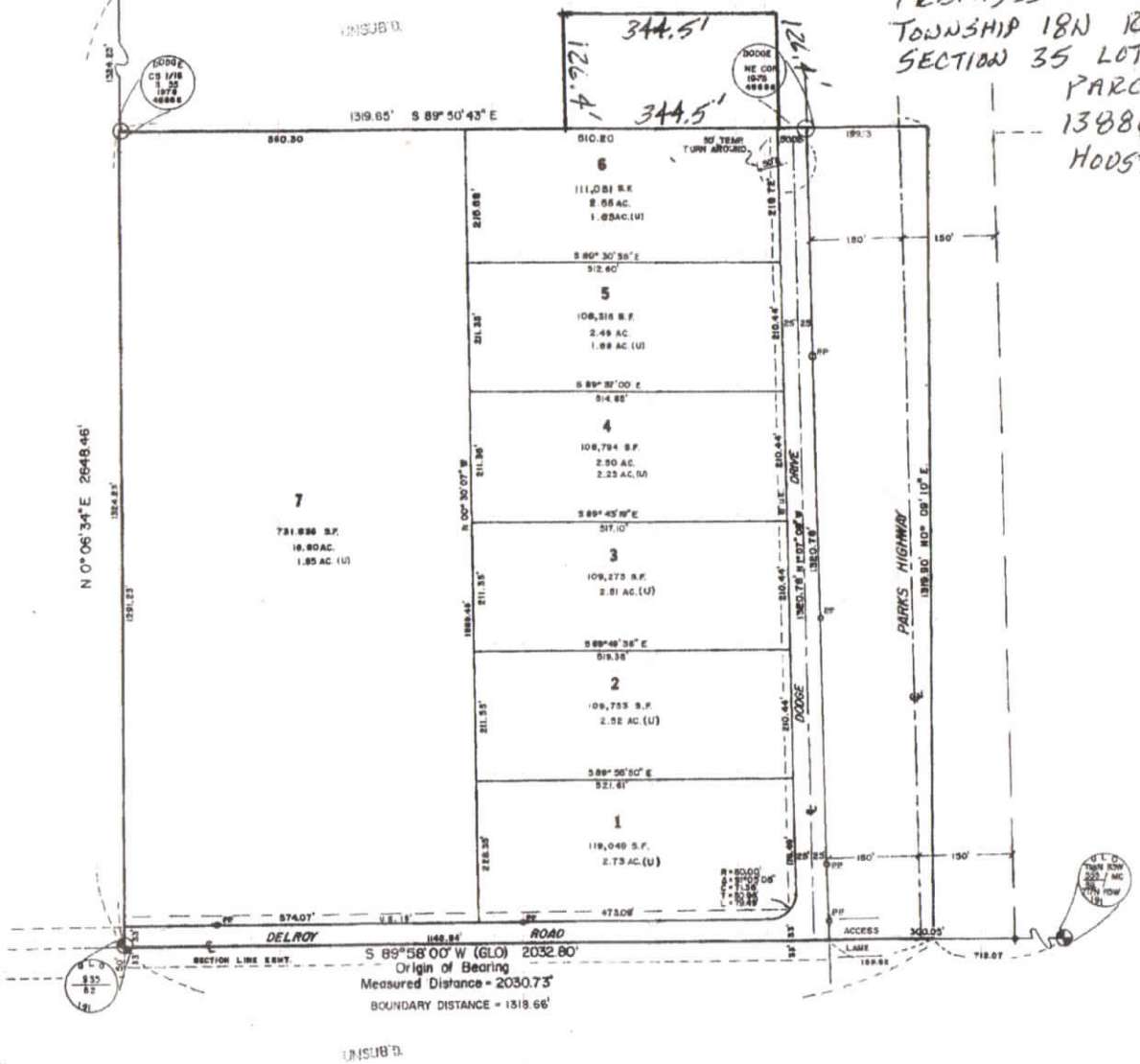
4. LESSEE's DUTY TO COMPLY: LESSEE's foregoing obligation shall encompass (i) all state and local laws and regulations from any government authority with jurisdiction over LESSEE's use, including but not limited to A.S. 17.38 and 3AAC 306 and local zoning ordinances; and (ii) all federal laws to the extent those law are not inconsistent with state and local laws allowing the LESSEE to use the Premises for the permitted uses specified in Section 1 above. The covenant to comply encompasses all applicable laws that become effective before and during the Lease term, as may be extended (collectively, the "Mandates").

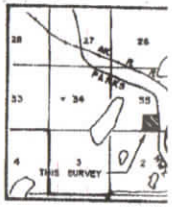
5. SURRENDER: LESSEE's covenant to comply with all applicable Mandates shall apply equally to dismantling LESSEE's operations at the end of the term and surrender of the Premises.

6. DISPOSAL: LESSEE hereby covenants to dispose, according to Mandates, all unused inventory, refuse, and scrap materials and thereafter to clean to commercially acceptable standards (including sterilization of impermeable surfaces, wall to wall and ceiling to floor) all floors, walls, immovable fixtures, and air ducts serving the Premises.

ADDENDUM B

"ONE ACRE LOT
"PREMISES OR LEASED PREMISES"
TOWNSHIP 18N RANGE 3W
SECTION 35 LOT D4
PARCEL 54338
13886 W. PARKS HWY
HOUSTON, AK





CERTIFICATE OF OWNERSHIP AND DEDICA

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF DESCRIBED HEREON AND THAT WE HEREBY ADOPT WITH OUR FREE CONSENT, AND DEDICATE ALL STR AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE

_____, 1978

DELL C. DODGE
2343 EAGLE ST.
ANCHORAGE, AK. 99503

SYDNE
BANK

NOTARY'S ACKNOWLEDGEMENT:
SUBSCRIBED AND SWORN BEFORE ME THIS 20

8 SEPTEMBER 1982
MY COMMISSION EXPIRES

NOTARY PUB

CERTIFICATE OF LAND SURVEYOR

I HEREBY CERTIFY THAT I AM A REGISTERED PROF AND THAT THIS PLAT REPRESENTS THE SURVEY MAD UNDER SUPERVISION, AND THAT THE MONUMENTS S EXIST AS LOCATED. THE ERROR OF CLOSURE FO NOT BE GREATER THAN 1 PART IN 5000.

12 - 20 , 1978

REGISTERED

CERTIFICATION OF APPROVAL BY THE CO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT S FOUND TO COMPLY WITH THE SUBDIVISION REGULATI MATANUSKA-SUSITNA BOROUGH PLANNING COMMISSION, AND T APPROVED BY THE COMMISSION BY PLAT RESOLUTI DATED 3-27 , 1979, AND THAT THE PLAT RECORDING IN THE OFFICE OF THE RECORDER IN T WHICH THE PLAT IS LOCATED.

May 16 , 1979

CHAIRMAN
MATANUSKA-S
PLANNING C

ATTEST: PLANNING CLERK

SEAL

CERTIFICATION OF PAYMENT OF TAXES

I HEREBY CERTIFY THAT ALL CURRENT TAXES, TH AGAINST THE PROPERTY, INCLUDED IN THE SUBDI BEEN PAID.

May 16 , 1979

TAX COLLECT

WATER SUPPLY AND SEWAGE DISPOSAL

NO INDIVIDUAL WATER SUPPLY OR SEWAGE DISPO PERMITTED ON ANY LOT UNLESS SUCH SYSTEM IS EQUIPPED IN ACCORDANCE WITH THE REQUIREMENTS, RECOMMENDATIONS OF THE ALASKA DEPARTMENT OF CONSERVATION. APPROVAL OF SUCH SYSTEM AS IN OBTAINED FROM SAID AUTHORITY.

RESTRICTIVE COVENANTS

RESTRICTIVE COVENANTS WERE RECORDED Palmer RECORDING DISTRICT IN BOOK 77

SCHOOL BUS AVAILABLE VIA PARKS HIGHWAY.

5/25/16
Ronald Bass Date

5/31/16
Rodney W. Oliver Date

79-348
FILED
Palmer
JUL 19 1979
2:59 P.M.

PLAT OF
DODGE SUBDI
LOCATED IN
SW1/4 SE1/4 SEC. 35 T.18
CONTAINING 40.041±.

WASILLA
SILVERS ENGINEI
PROFESSIONAL ENGINEERS AND

DATE: MARCH 1978		SC
DRAWN: BJB	FIELD BK: 77-1	SH

LEGEND

- FOUND BC MONUMENT
- FOUND REBAR
- SET BC MONUMENT THIS SURVEY 5/8" X 30"
- FORMER POLE
- ALL LOT CORNERS 5/8"X30" REBAR
- (U) USABLE AREA
- U.E. UTILITY EASEMENT

NOTES: 1. NO PART OF A SUB-SURFACE SEWAGE DISPOSAL SYSTEM SHALL BE CLOSER THAN 100' FROM ANY BODY OF WATER OR WATER COURSE.

2. MINIMUM SETBACKS AS DEFINED IN THE RECORDED COVENANTS SHALL EXIST CONCURRENTLY WITH THE PLAT.

of 1
9-348

LEASE AMENDING AGREEMENT

THIS LEASE AMENDING AGREEMENT dated this 20th day of September, 2016

BETWEEN:

Rodney W Oliver

(the "Landlord")

OF THE FIRST PART

- AND-

Calm N Collective LLC

(the "Tenant")

OF THE SECOND PART

Background

A. The Landlord and the Tenant entered into the lease (the "Lease") dated May 31st, 2016, for the premises (the "Premises") located at 13886 W Parks Hwy, Houston AK 99694.

B. The Landlord and the Tenant desire to amend the Lease on the terms and conditions set forth in this lease amending agreement (the "Agreement").

C. This Agreement is the first amendment to the Lease.

IN CONSIDERATION OF the Landlord and Tenant agreeing to amend their existing Lease, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Lease is amended as follows:

a. Section 11 of the Lease is hereby amended to read;
11. REPOSSESSION. Upon termination of this lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise. the LESSOR may enter forthwith, without further demand or notice to LESSEE, and resume possession of the Leased Premises after Lessor contacts AMCO and all marijuana product and related inventory is removed by AMCO or a duly authorized law enforcement officer. In no event shall such re-entry or resumption of possession or re-letting as hereafter provided be deemed to be acceptance or surrender of this lease or a waiver of the rights or remedies of LESSOR hereunder.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Lease. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Landlord" and "Tenant" as used in this Agreement include the plural as well as the singular; no regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Lease, it is the intention of the parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease Amending Agreement as of the date first above written.

Rodney W Oliver

Calm N Collective LLC

per: _____
Ron Bass, Manager

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