Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	EINSTEIN ENTERPRISES, INC.	**License Number:**		10082	
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	EINSTEIN LABS				
Physical Address:	2939 Porcupine Dr.				
City:	Anchorage	**State:**	AK	**Zip Code:**	99501 - 3118
Designated Owner:	Justin Roland				
Email Address:	einsteinlabsak@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Proof of Possession for Proposed Premises

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

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THIS COMMERCIAL SUBLEASE AGREEMENT

This Commercial Lease Agreement (this "Agreement") is entered into on this 1st day of February, 2016 ("Effective Date") by and between Cameo Pointe, Inc., an Alaska Corporation, ("Sub-lessor"), and Einstein Enterprises, Inc., an Alaska Corporation ("Sub-Sub-lessee"). Sub-lessor and Sub-lessee sometimes collectively referred to herein as the "Parties" and individually as the "Party".

AGREEMENT:

1. TERM. The term here of shall commence on the 1st Day of February, 2016 ("Commencement Date") and shall expire on 31st Day of January, 2021 ("Term").

2. PROPERTY; PREMISES. Sub-lessor holds the master lease controlling certain real property located within the south east corner of the facility roughly 844 Sq-ft, located at **2939 PORCUPINE DRIVE, UNIT B ANCHORAGE, AK 99501** (herein after referred to as the "Premises"), Said master lease allows for Sub-leasing and Sub-lessor represents and guarantees that landowner of the Premises has approved this sub-lease proposed and as evidenced by the attached letter from land owner, which is attached hereto at the end of this lease.

3. RENT. The total monthly rent shall be one thousand two hundred and 0/100 ($1,200.00) payable on the first (1st) day of each and every successive month thereafter (the "Payment Date"). In addition to the monthly rent a penalty of twenty percent (20.0%) of the monthly rent will be collected for each month rent not received by the fifth following the Payment Date. Also a $30.00 dollar fee will be assessed for any check returned for insufficient funds. All rents shall be paid to Sub-lessor in the form of a deposit directly into landlords specified account, or at such other places as may be designated by Sub-lessor from time to time. Rent will be evaluated each year and will raise accordingly to the economy of the lessee's industry.

Put Dave's letter behind the lease

4. SECURITY DEPOSIT. A Refundable Security Deposit of five hundred and 00/100 Dollars ($ 500.00) is required.

5. USE AND USES PROHIBITED. The Premises is to be used for the operation, administration and management of Sub-lessee's one (1) State of Alaska licensed and duly authorized marijuana manufacturing facility and all uses related thereto pursuant the Laws of the State of Alaska, local zoning and regulatory ordinances, and rules promulgated by the Alaska Marijuana Control Board. Sub-lessee shall not use any portion of the Premises for purposes other than that specified herein (the "Permitted Use"). The Parties hereby waive any right to claim that the Permitted Use is illegal or otherwise invoke illegality as a defense to the validity of this Lease.

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6. ASSIGNMENT AND SUBLETTING. Sub-lessee shall not assign this lease or sublet any portion of the Premises, except to an affiliate, subsidiary, parent or successor of the Sub-lessee without prior written consent of the Sub-lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Sub-lessor, may terminate this Lease.

7. ORDINANCES AND STATUTES. Sub-lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Sub-lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the Premises shall, at the option of the Sub-lessor, be deemed a breach hereof. The foregoing notwithstanding, Sub-lessee shall be permitted to use the Premises at all times in a manner that is consistent with the Permitted Use and Sub-lessor shall not object to such use nor shall such use be deemed a breach of this lease regardless of any state or federal law or court ruling impacting the legality of the Permitted Use.

8. MAINTENANCE, REPAIRS, AND ALTERATIONS. Sub-lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Sub-lessee shall at his own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Sub-lessee shall be responsible for all repairs required, excepting the roof, exterior walls and structural foundations. No improvement or alterations of the Premises shall be made without the prior consent of the Sub-lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Sub-lessee shall give Sub-lessor at least two (2) days written notice in order that Sub-lessor may post appropriate notices to avoid any liability for liens. Sub-lessor shall provide routine maintenance of exterior walls, roof, and structural foundations as necessary.

9. ENTRY AND INSPECTION. Sub-lessee shall permit Sub-lessor or Sub-lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspection, and will permit Sub-lessor at any time within sixty (60) days prior to the expiration of this Lease to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

10. INDEMNIFICATION OF SUB-LESSOR . Sub-lessor shall not be liable for any injury to any person, or for any loss of or damage to any property (including property of Sub-lessee) occurring in or about the Premises from any cause whatsoever, other than gross negligence or willful misconduct on the part of Sub-lessor. Sub-lessee shall indemnify, defend and save Sub-lessor, its officers, agents, employees and contractors, and other Sub-lessees and occupants of the building harmless from all losses, damages, fines, penalties, liabilities

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and expenses (including Sub-lessor's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such claims, regardless of whether claims involve litigation or bankruptcy) resulting from any actual or alleged injury to any person or from any actual or alleged loss of or damage to any property alleged to be attributable to Sub-lessee's operation or occupation of the Premises or caused by or resulting from any act or omission of Sub-lessee or any licensee, assignee, or concessionaire, or of any officer, agent, employee, guest or invitee of any such person in or about the Premises or Sub-lessee's breach of Applicable Law or its obligations under this Lease. Sub-lessee agrees that the foregoing indemnity specifically covers actions brought by its own employees. The indemnification provided for in this Section with respect to acts or omissions during the term of this Lease shall survive termination or expiration of this Lease. Sub-lessor shall not be liable for interference with light, air or view or for any latent defect in the Premises. Sub-lessee shall promptly notify Sub-lessor of casualties or accidents occurring in or about the Premises. Notwithstanding the foregoing if losses, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both Sub-lessor and Sub-lessee, their employees, agents, invitees and licensees, Sub-lessee shall indemnify Sub-lessor only to the extent of Sub-lessee's own negligence or that of its officers, agents, employees, guests or invitees. SUB-LESSOR AND SUB-LESSEE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 10 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

11. POSSESSION. If Sub-lessor is unable to deliver possession of the Premises at the commencement hereof, Sub-lessor shall not be liable for any damage caused said delay of delivery, nor shall this Lease be void or voidable, but Sub-lessee shall not be liable for any rent until possession is delivered. Sub-lessee may terminate this Lease if possession is not delivered within twenty (20) days of the commencement of the term hereof.

12. INSURANCE. General Liability Insurance. Sub-lessee shall, during the Lease Term, keep in full force and effect, a policy or policies of Commercial General Liability insurance for bodily injury, personal injury (including wrongful death) and damage to property resulting from (i) any occurrence in the Leased Premises, (ii) any act or omission by Sub-lessee, by any sub Sub-lessee of Sub-lessee, or by any of their respective invitees, agents, servants, contractors or employees anywhere in the Leased Premises or the Building, (iii) the business operated by Sub-lessee or by any sub Sub-lessee of Sub-lessee in the Leased Premises. The liability policy or policies shall contain an endorsement naming Sub-lessor, the management company and any others required by Sub-lessor as an additional insured. The General Aggregate Limit must apply separately to each location. Limits may be satisfied using any combination of underlying and excess/umbrella liability policies. This agreement and the insurance policy expressly waives any pro rata distribution requirement contained in Sub-lessees blanket policy.

13. UTILITIES. Sub-lessee agrees to be responsible for the payment of all utilities, including water, gas, electricity, heat, taxes, insurance and other services delivered to the Premises.

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14. SIGNS. Sub-lessor reserves the exclusive right to the roof, side and rear walls of the Premises. Sub-lessee and Sub-lessor shall not construct any projecting signs or awnings without the prior written consent of the other, which consent shall not be unreasonably withheld.

15. ABANDONMENT OF PREMISES. Sub-lessee shall not vacate or abandon the Premises at any time during the term hereof, and if Sub-lessee shall abandon or vacate the Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Sub-lessee left upon the Premises shall be deemed to be abandoned, at the option of Sub-lessor.

16. CONDEMNATION. If any part of the Premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part taken, terminates of the date the condemner acquires possession, and thereafter Sub-lessee shall be required to pay such proportion of the rent for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation; provided however, that Sub-lessor may at his option, terminate this Lease as of the date the condemner acquires possession. In the event that remainder is not susceptible for use hereunder, this Lease shall terminate upon the date which the condemner acquires possession. All sums which may be payable on account of any condemnation shall belong to the Sub-lessor , and Sub-lessee shall not be entitled to any part thereof, provided however, that Sub-lessee shall be entitled to retain any amount awarded to him for his trade fixtures or moving expenses.

17. TRADE FIXTURES. Any and all improvements made to the Premises during the term hereof shall belong to the Sub-lessor, except trade fixtures of the Sub-lessee, Sub-lessee may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the Premises occasioned by removal. Any repairs made by Sub-lessee must be made with quality materials and in a workmanship quality that either improves or renders the Premises in the same condition as of the date of delivery of Premises as defined in this Agreement.

18. DESTRUCTION OF PREMISES. In the event of a partial destruction of the Premises during the term hereof, from any cause, Sub-lessor shall forthwith repair the same, provided that such repairs can be made within one-hundred twenty (120) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Sub-lessee shall be entitled to a proportional reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Sub-lessee on the Premises. If such repairs cannot be made within said one-hundred twenty (120) days, Sub-lessor, at his option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Sub-lessor shall not elect to make such repairs which cannot be made within one-hundred twenty (120) days, this Lease may be

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terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Sub- may elect to terminate this Lease whether the demised Premises be injured or not. A total destruction of the building, in which the Premises may be situated, shall terminate this Lease. In the event of any dispute between Sub-lessor and Sub-lessee with respect to the provisions hereof, the matter shall be settled by arbitration in such a manner as the Parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

19. INSOLVENCY. In the event a receiver is appointed to take over the business of Sub-lessee, or in the event Sub-lessee makes a general assignment for the benefit of creditors, or Sub-lessee takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this lease by Sub-lessee.

20. REMEDIES OF OWNER ON DEFAULT. In the event of any breach of this Lease by Sub-lessee, Sub-lessor may, at his option, terminate the Lease and recover from Sub-lessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Sub-lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Sub-lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Sub-lessor for all detriment proximately caused by Sub-lessee's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result therefore. Sub-lessor may, in the alternative, continue this Lease in effect, as long as Sub-lessor does not terminate Sub-lessee's right to possession, and Sub-lessor may enforce all his rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of lease continues, Sub-lessor may, at any time thereafter, elect to terminate the Lease. Nothing contained herein shall be deemed to limit any other rights or remedies which Sub-lessor may have.

21. SECURITY DEPOSIT. The security deposit set forth above, if any shall secure the performance of the Sub-lessee's obligations hereunder. Sub-lessor may, but shall not be obligated to apply all or portions of said deposit on account of Sub-lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Sub-lessee. Sub-lessee shall not have the right to apply the Security Deposit in payment of the last month's rent.

22. DEPOSIT REFUNDS. The balance of all deposits shall be refunded within two (2) weeks from date possession is delivered to Sub-lessor his authorized Agent, together with a statement showing any charges made against such deposits by Sub-lessor .

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23. ATTORNEY 'S FEES. In case a suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either Party, the prevailing Party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

24. WAIVER. No failure of Sub-lessor to enforce any terms hereof shall be deemed to be a waiver.

25. NOTICES. Any notice which either Party may or is required to give, shall be given by mailing the same, postage prepaid, to Sub-lessee at the Premises, or Sub-lessor at the address shown below, or at such other places as may be designated by the Parties from time to time.

26. HOLDING OVER. Any holding over after the expiration of this Lease, with the consent of Sub-lessor, shall be construed as a month-to-month tenancy at a rental of $500.00 per month, otherwise in accordance with the terms hereof, as applicable.

27. TIME. Time is of the essence of this Lease.

28. HEIRS, ASSIGNS, and SUCCESSORS. This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the Parties.

29. TAXES AND ASSESSMENTS. Sub-lessor shall pay all property taxes as they become due.

30. SUB-LESSOR 'S LIABILITY. The term "Sub-lessor ," as used in this paragraph, shall mean only the owner of the real property or a Sub-lessee's interest in a ground lease of the Premises. In the event of any transfer of such title or interest, the Sub-lessor named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Sub-lessor 's obligations to be performed after such transfer. Provided, however, that any funds in the hands of Sub-lessor or Grantor at the time of such transfer shall be delivered to Grantee. Sub-lessor 's aforesaid obligations shall be binding upon Sub-lessor 's successors and assigns only during their respective periods of ownership.

31. ESTOPPEL CERTIFICATE. Sub-lessee shall at any time upon not less than ten (10) days' prior written notice from Sub-lessor execute, acknowledge and deliver to Sub-lessor a statement in writing (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not, to Sub-lessee's knowledge, any uncured defaults on the part of Sub-lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied

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upon by any prospective purchaser or encumbrance to the Premises. (b) Sub-lessee's failure to deliver such statement within such time shall be conclusive upon Sub-lessee (l) that this Lease is in full force and effect, without modification except as may be represented by Sub-lessor, (2) that there are no uncured defaults in Sub-lessor 's performance, and (3) that not more than one month's rent has been paid in advance or such failure may be considered by Sub-lessor as a default by Sub-lessee under this Lease.

32. LEASED SPACE. Sub-lessor and Sub-lessee agree that the Sub-lessee shall occupy the south east corner of the building, roughly 844 Sq-ft of the facility located at **2939 PORCUPINE DRIVE, ANCHORAGE, AK 99501**.

33. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties.

/ /

/ /

Signature Page to Follow

The undersigned Sub-lessor hereby accepts the terms of the agreement and acknowledges receipt of a copy hereof.

Dated: 2/1/2016

Sub-lessor : Cameo Pointe, Inc.
a Alaska Corporation

Erin A. Roland
(Cameo Pointe, Inc. Authorized Representative)

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Sandra H. Knight
(Cameo Pointe, Inc. Authorized Representative)

The undersigned Sub-lessee hereby accepts the terms of the agreement and acknowledges receipt of a copy hereof.

Sub-lessee: DGF Enterprises, Inc., dba Dream Green Farms., an Alaska Corporation

Justin Roland
(DGF Enterprises, Inc., Authorized Representative)

Kenneth Knight
(DGF Enterprises, Inc. Authorized Representative)

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March 17, 2016

To Whom It May Concern:

This letter is to inform you that I am the property owner and I am aware and approve the sublease of the property located at 2939 Porcupine Dr. Anchorage AK by Cameo Pointe, Inc. to Einstein Enterprises Inc, dba Einstein Labs, a marijuana establishment, with the purpose of operating its marijuana business under all applicable state and local laws governing its use.

If you have any further questions please feel free to contact me at the contact information below. Thank you.

Sincerely,

David Arnell / Power of Attorney for 2939 Porcupine Dr. Anchorage, AK 99501
Property Owner
Phone # 907-229-7126

for RA David Arnell Date: 3-23-2016

David Arnell Re- Gloria Arnell Power of Attorney

for RA 3-23-2016

Jake Mulder President Einstein Inc

Date: 3-23-2016

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COMMERCIAL LEASE AGREEMENT WITH PURCHASE OPTION (Amended)

2939 PORCUPINE DRIVE, ANCHORAGE, AK 99501

This Commercial Lease Agreement (Agreement) is entered into on this day of January 10, 2016, by and between David Arnell and Gloria Arnell hereinafter "Lessor" and Cameo Pointe, Inc. hereinafter "Lessee."

Lessor is the owner of a commercial building located at 2939 Porcupine Drive, Anchorage, Alaska with a legal description of Alaska Industrial #1, Block 10, Lot 29, in the Anchorage Recording District, State of Alaska (the Property);

Lessee wishes to lease the aforementioned property, and to secure an option to buy the building. Lessor and Lessee have agreed to a Triple Net/Triple NNN Lease and an option to purchase the aforesaid building subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of the following covenants and agreements, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Lessor lets the Property to Lessee on the following terms and conditions.

1. TERM The original term of this lease shall commence on January 10, 2016 and shall renew automatically each year, and every year, for 14 years or until January 10, 2030. Lessee can terminate this lease renewal at Lessee's sole option with written notice to Lessor a minimum 60 days prior to yearly renewal. Additionally, for the first year only, Lessee may cancel this lease at any time for any reason, provided Lessee gives a minimum 30 days notice to Lessor of the desire to terminate the lease.

2. RENT Lessee agrees to pay lessor as the initial monthly rent the sum of six thousand dollars ($6,000.00), payable in advance, on or before, the 10th day of each and every calendar month without offset or deduction. The rent will be subject to a yearly increase of 2.5%. (See Attachment A) Lessee has paid first and last month's rent and a security deposit of $3,000.00 prior to the signing of this lease. Rents will be directly deposited in a banking account as directed by Lessor.

3. LATE PAYMENT The parties agree that if any rent payment is not timely received by Lessor, Lessor will incur additional expenses and costs and will be damaged in an amount that would be impractical or extremely difficult to ascertain. To liquidate the amount of such damages, Lessee agrees to pay Lessor an amount equal to $150.00 as a late charge for each payment not deposited in to Lessor's account on or before the first (lst) business day after it is due. Such late charge shall not, in any way, affect any of the Lessor's remedies with respect to late payment or non-payment by Lessee to Lessor in rental installments.

4. REPAIRS/MAINTENANCE Lessee shall pay for all the costs of the repairs. Lessee shall keep all nonstructural elements of the interior and exterior of the leased premises in good order and repair, including repair or replacement of pumps, fans, light bulbs and tubes, ballasts, electrical equipment, heating, janitorial services, parking areas, and shall be responsible for snow and refuse removal.

5. USE OF PROPERTY Lessee agrees to use and occupy the Property for the purpose of conducting any lawful business within the State of Alaska.

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STATE OF ALASKA

6. COMPLIANCE WITH LAWS Lessee agrees to comply at Lessee's sole cost and expense, with all state and local governmental laws, rules, ordinances and regulations applicable to the Property and to Lessee's use of the Property. Lessee shall not allow the Property to be used for any unlawful purpose, nor shall Lessee cause, maintain or permit any nuisance on or about the Property or other conduct that will interfere with the adjoining property owners or their tenants.

7. CASUALTY INSURANCE Lessee, at its sole cost and expenses, shall keep all building and improvements now or hereafter located on the Property insured during any term of this Agreement, for the benefit of Lessor as name insured against loss or damage by fire and lightening and against loss or damage by other risks embraced by coverage of the type now known as the broad form of extended coverage, in an amount not less than 100% of the then full replacement cost of the building and improvements and with not more than $5000.00 deductible from the loss payable for any casualty. The policy of insurance carried in accordance with this Section shall contain a "Replacement Cost Endorsement." All insurance proceeds payable by the occurrence of any covered loss shall be payable to Lessor, and Lessee shall have no right or claim to any such insurance proceeds, excluding however, any such proceeds that may be payable with respect to Lessee's personal property or trade fixtures. Lessee shall furnish to Lessor evidence reasonably satisfactory to Lessor of the payment of premiums and issuance of such policies of insurance required by this Section.

8. LIABILITY INSURANCE Lessee at its sole cost and expense, but for the mutual benefit of Lessor and Lessee as named insureds, or Lessor as an additional insured, shall maintain comprehensive general liability insurance on an occurrence basis against claims for personal injury, including without limitation, bodily injury, death or property damage, occurring upon, in or about the Property and adjoining sidewalks, streets, and passageways, such insurance to afford immediate protection, at the time of the inception of this Agreement, and at all times during the term of this Agreement or any extension thereof, to a combined single limit of $1,000,000.00. Such insurance coverage may be provided under a blanket policy of insurance or by combination of primary excess or umbrella policies; provided, however, that (i) those policies must be absolutely concurrent in all respects regarding the coverage afforded by the policies, (ii) the coverage of any excess or umbrella policy must be at least as broad as the coverage under the primary policy and (iii) the coverage afforded to Lessor hereunder shall in no way be limited, diminished, or reduced under such blanket policy or policies. Lessee shall furnish to Lessor evidence reasonably satisfactory to Lessor of the payment of premiums and issuance of such policies of insurance required by this Section. Additionally the Lessee agrees to defend, protect and hold Lessor harmless from any and all damages arising out of personal injuries received by any person or persons, whomever, whether employed in or about, or visitors, guests, customers or patrons to the property and premises.

9. TAXES AND ASSESSMENTS Lessee agrees to pay all real property taxes upon the property and Lessee agrees to pay on or before the date when due, all personal property taxes, business taxes and payroll taxes assessed against the personal property and the business of the Lessee.

10. ASSIGNMENT Upon written consent of the Lessor, which shall not be unreasonably withheld, Lessee shall be entitled to assign this Lease and to sublet the premises subject to the following:

(a) All assignment instruments shall include language whereby Assignee expressly assumes and agrees to pay the obligation of the Lessee under this Lease. No assignment shall release or diminish the obligation of Lessee for performance of Lessee's obligation hereunder and Lessee shall remain liable as

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if no assignment were made. (That is Lessee and Assignee will be jointly and separately liable for such obligations).

(b) All sublease instruments shall provide that the sublease is subject to all terms, covenants and conditions of the Lease and shall authorize Lessor, in the event Lessee is in material default of the terms of this lease, at Lessors option, to collect rent from Sub-lessee and apply it against the obligations of the Lessee under this Lease, without waiver of Lessors rights and remedies hereunder.

(c) Tenant shall be able to sublease property to DGF Enterprises, Inc. and Einstein Enterprises, Inc. (Amended)

11. CONDITION OF THE PROPERTY Lessee is familiar with the same and has determined that the Property is suitable for Lessee's purposes.

12. PERSONAL PROPERTY/FIXTURES All articles of personal property and all business and trade fixtures, machinery and equipment, furniture and moveable partitions owned by Lessee, at Lessee's expense, on the Property shall be and remain the personal property of Lessee and may be removed by Lessee at any time during the term of this Agreement and any extensions thereto, provided that Lessee shall repair any damage caused by such removal. On or prior to the expiration of this Agreement or any extension thereto, Lessee shall remove all of its personal property from the Property. If the Lessee shall fail to do so, after notice to Lessee, such items shall be deemed abandoned and Lessor shall have the right to remove and dispose of such items except marijuana and/or marijuana products (Lessor will contact the Marijuana Control Board or Enforcement Division for disposal assistance of any product left on site)(Amended), as Lessor may see fit at Lessee's cost and expense without any liability to Lessor. Any and all improvements made to the Premises during the terms of this agreement shall, at Lessor's option, remain, or at Lessor's option Lessee shall remove said improvements and Lessee, at Lessee's expense, shall repair or pay for all repairs, necessary to repair damages to the Premises, if any, is caused by removal. Any repairs made by Lessee must be made with quality materials and in a workmanship quality that either improves or renders the Premises in the same condition as the date of delivery of Premises as defined in this agreement.

13. SURRENDER At the expiration of this Agreement or any extension thereto, Lessee shall quit and surrender the Property in good condition and repair, reasonable wear and tear excepted.

14. MAINTENANCE OF THE PROPERTY. During the term of this Agreement or any extension thereto, Lessee shall, at Lessee's sole cost and expense, maintain and keep the Property and all improvements thereon, in good condition and repair subject to the conditions in Section 4 of this lease.

15. LIENS Lessee shall not permit any mechanic's, materialmen's, or other liens to be filed against the Property, nor against Lessee's leasehold interest in the Property. If any such liens are filed and not removed by Lessee, Lessor may, without waiving any rights and remedies and without releasing Lessee from any obligations or duties under this Agreement, cause such liens to be released by any means lessor may deem proper. Lessee shall, within ten (10) days' notice by Lessor, pay to Lessor any sums paid by Lessor to remove such liens.

16. UTILITIES Lessee shall pay, before the same become delinquent, all utilities and services to the Property, including without limitation, electricity, gas, water, rubbish disposal, snow removal and other similar utilities and services.

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STATE OF ALASKA

17. INDEMNIFICATION Lessee shall indemnify and hold harmless the Lessor against and from any and all claims, actions, proceedings, liabilities, costs or expenses (collectively Claims) arising out of Lessee's use of the property.

18. DEFAULT The occurrence of any one of more of the following events shall constitute a default by Lessee:

(a) the failure of Lessee to make any payments or rent or additional rent or any other payment required under this Agreement to be made by Lessee within ten (10) days of the date the same shall be due;

(b) the making by Lessee of any general assignment for the benefit of creditors; (ii) the filing by Lessee of bankruptcy or a petition for reorganization; (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets: or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets;

(c) the failure by Lessee to observe or perform any of the express or implied covenants or provisions of this Agreement to be observed or performed by Lessee, where such failure shall continue for a period of ten (10) days after written notice from Lessor to Lessee; provided however that if the nature of Lessee's default is such that more than thirty (30) days is reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within the thirty (30) day period and thereafter diligently pursue such cure to completion.

19. REMEDIES ON DEFAULT. In the event of default hereunder by Lessee, in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the immediate option to terminate this Agreement and all rights of Lessee hereunder. In the event that Lessor shall elect to so terminate this Agreement then Lessor may recover from Lessee:

(a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; plus

(c) the worth at the time of the award of the amount by which the unpaid rent for the balance of the Agreement's term after the time of the award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; plus

(d) any other amount necessary to compensate Lessor for all the detriment directly caused by Lessee's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

(e) In the event of any breach of this Lease by Lessee, the Lessor, in addition to other rights or remedies it may have, shall have immediate right of re-entry and may remove all property and

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personnel of Lessee from the premises unless as directed in Section 12 of the Agreement (Personal Property/Fixtures)(Amended). Such property may be removed and stored at the cost of the Lessee. Should the Lessee elect to re-enter as hereby provided, or should it take possession pursuant to any notice provided by law, Lessor may either terminate the Lease by giving notice to the Lessee or relet the leased premises or any part thereof, for any term, without terminating this lease, at such rent and on such terms as Lessor may choose. Lessee is liable to Lessor for the difference between the rent received by Lessor under the reletting and the rent installments that are due for the same period under this lease. Also, Lessee is liable to Lessor for all expenses of the reletting of alterations and repairs made, which Lessor may incur. Lessor may at any time after such reletting terminate this lease for the breach because of which it is re-entered and relet.

20. CUMULATIVE NATURE OF REMEDIES. All rights, options, remedies of Lessor contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any other remedy available at law or in equity. No waiver of any default by Lessor shall be implied from any acceptance by Lessor of any rent or other payments due or any omission by Lessor to take any action available by law on account of any default if the default continues or is repeated.

21. ENCUMBRANCE BY LESSOR. Lessor may at any time, and from time to time, as Lessor sees fit, except for the first 3 years of this agreement, mortgage, grant a deed of trust on, or otherwise hypothecate Lessor's fee estate in the Property and/or any interest or rights hereunder, subject always to Lessee's right under this Agreement. No such alienation or encumbrance by Lessor shall relieve Lessor of any of its covenants, liabilities or obligations set forth herein. Additionally, if at any time within the first three (3) years of this agreement, the Lessee determines that Lessee in not interested in purchasing the property, Lessee will inform Lessor in writing of that decision so Lessor can, if Lessor sees fit, mortgage, grant a deed of trust on or otherwise hypothecate Lessor's fee estate in the property and/or any interest or rights hereunder.

22. HOLDING OVER. If Lessee holds over after the expiration or earlier termination of the term hereof without the express written consent of Lessor, which Lessor shall not unreasonably withhold, Lessee shall become a tenant at sufferance only, at a rental rate equal to 200% of rent in effect upon the date of such expiration or termination.

23. LESSOR'S RIGHT OF ENTRY. Lessor reserves and shall at any and all times have the right to enter the Property with reasonable notice to Lessee to inspect the same and for other necessary purposes. Lessor agrees to comply with any and all laws and regulations associated with Lessor's ability to enter the property.

24. HAZARDOUS WASTE. Lessee shall not permit the presence of hazardous materials on, under, or about the Property, except that Lessee shall be permitted to use all chemicals and/or products necessary for Lessee's business purposes. Lessee shall properly dispose of any and all such chemicals and/or products without expense to Lessor.

25. PURCHASE OPTION. Lessor confirms and represents that it owns the Property free and clear and no other person, institution, entity, or otherwise as any encumbrance or claim to the Property. Effective upon execution of this lease, Lessor grants to Lessee the opportunity and right to purchase the Property at the dates and figures listed below in the "purchase Term Table", within the first three (3) years of the lease only, provided that the lease is not in breach of this Agreement past any cure period

Gloria Powell by Doug Powell
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provided herein. The Lessor agrees to provide owner financing for the Lessee to purchase the property and to work in good faith with the Lessee to effectuate same of the following terms:

(a) Lessor agrees and affirms it will keep the Property free from any and all claims, liens, and encumbrances during the duration of this Agreement.

(b) Lessor to owner finance the total sum under Column D of the Purchase Terms Table, which is attached hereto and fully merged and incorporated by referenced to this Agreement and identified as Attachment B. Column D of Attachment B represents the total payout of principal and interest remaining, after Lessee pays the appropriate down payment schedule identified in Column C.

(c) Monthly payments and length of terms are detailed in the options below and the Parties shall utilize one of the options below depending on the date the Lessee opts to purchase the Property.

(d) A Deed of Re-conveyance and Non-Recourse Deed of Trust shall be executed by the Parties as well as any other documents necessary to effect the sale of the Property from the Lessor to Lessee.

(e) Escrow to be held at First National Bank of Alaska. Escrow fees to be paid by Lessor. All other costs of sale to be paid by Lessee.

(f) Buyer to pay owner as follows, depending on when option to by is exercised. Purchase must be exercised within three (3) business days of the dates listed in Attachment B.

Buyer and Seller agree that 17% of the total monies paid to Seller by Buyer is to be considered interest income to the Seller, and interest expense to the Buyer for tax reporting purposes. The loan shall have no early payoff provision unless agreed to by Buyer and Seller. If Buyer decides to pay off loan early, Buyer will add 15% to the balance of loan due at that time, to compensate seller for additional expenses seller may incur due to loan being paid off early. Seller can waive said 15% at Seller's discretion, and will notify Buyer in writing. If seller decides to waive said 15%, Seller decision to waive said 15% in no way requires Buyer to pay off loan sooner than agreed upon schedule of payments. If necessary, Buyer and Seller agree to increase the 17% to comply with the minimum AFR (Applicable Federal Rates) requirements at the time of purchase.

Additionally, if Buyer purchases the property, Buyer may deduct the $3,000.00 from the down payment amount Buyer paid to seller for a security deposit at the beginning of the lease period and the $6,000.00 Buyer paid for the last months rent payment.

Monies paid by Buyer to Seller for the option to purchase Property include no interest income to Seller and no interest expense to Buyer.

26. ALASKA LAW TO APPLY. This Agreement shall be governed by the laws of the State of Alaska and any question arising hereunder shall be construed or determined according to such laws. The Parties understand and acknowledge that the proposed activity to be conducted on the Premises is legal under the laws and regulations of the State of Alaska, but may not be legal under Federal law as of the

Gloria Powell by David Powell POA

date of this Agreement (Amended). The Parties shall not use the potential illegality of the activity under Federal law as an excuse to breach this Agreement (Amended). The Parties shall on by excused from the obligations and responsibilities of this Agreement in the unlikely event of actual direct Federal intervention, except Lessee shall not be released from the monthly lease payments for the remaining term of the applicable lease.

27. ATTORNEY FEES AND COSTS. Any attorney's fees or costs associated with this lease and purchase agreement shall be borne by the parties respectfully.

28. INTEGRATION. This Agreement contains the entire agreement and understanding between the parties with respect to the Property. There are no oral understandings, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Agreement. All prior understandings and discussions are deemed merged into this Agreement.

29. AMENDMENTS. This Agreement may not be changed orally, but only by agreement in writing and signed by the party against whom any enforcement of any waiver, change, modification or discharge is sought.

30. ADDRESSES. The address of the parties for the purposes of any notices, demands or other communications, required or permitted by law of this Agreement, shall be as follows unless otherwise specified in writing:

Lessor: David Arnell

P.O. Box 93534

Anchorage, Alaska 99509

Lessor: Gloria Arnell

700 W 76th Ave. #403

Anchorage, AK 99518

Lessee: Cameo Pointe, LLC

10424 Loudermilk Circle

Anchorage, Alaska 99507

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Any party may, upon written notice to the other, change his or its address for such notice.

31. SEVERABILITY. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

32. MEDIATION/ARBITRATION: In the event of a dispute that is not settled by the parties, the parties agree to select a third party mediator in Anchorage, Alaska to mediate the dispute. If the dispute

Gloria Arnell by David Arnell PC

is not resolved by mediation, both parties agree to submit the dispute to binding arbitration in Anchorage, Alaska under the rules of the American Arbitration Association, provided, however, only one arbitrator shall be retained to decide the dispute regardless of the amount in controversy. The fees of the mediation or arbitration shall be split equally between the parties. The decision of the arbitrator or mediator shall be final and binding upon both parties. The arbitrator or mediator may award attorney's fees and costs to the prevailing party as provided by Alaska Civil Rule 82. A judgment on the arbitrator's decision may be obtained in the Superior Court of the State of Alaska in the Third Judicial District.

33. THIS AGREEMENT shall inure to the benefit of and be binding upon the heirs, successors, administrators, executors and assigns of the respective parties hereto.

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David Arnell

Date: 5-3-2016

Lessor/Owner Address:

P.O. Box 93534 Anchorage, AK 99509

Gloria Arnell by David Arnell

Gloria Arnell

Date: 5-3-2016

Lessor/Owner Address:

700 W 76th Ave. #403 Anchorage, AK 99518

Erin A. Roland (Cameo Pointe, Inc. President/Treasurer)

Date: 5/3/16

Lessee

Gloria Arnell by David Arnell

18621 N Lowrie Loop

Eagle River, Alaska 99577

Sandra H. Knight

Sandra H. Knight (Cameo Pointe, Inc. Vice President/Secretary)

Date: 5/3/16

Lessee

10424 Loudermilk Circle

Anchorage, Alaska 99507

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See Attachment C for Personal Guarantee

ATTACHMENT A

TERM YEAR	START		END	MONTHLY RENT	YEARLY RENT
ONE	1/10/2016	to	1/9/2017	$ 6,000.00	$ 72,000.00
TWO	1/10/2017	to	1/9/2018	$ 6,150.00	$ 73,800.00
THREE	1/10/2018	to	1/9/2019	$ 6,304.00	$ 75,648.00
FOUR	1/10/2019	to	1/9/2020	$ 6,461.00	$ 77,532.00
FIVE	1/10/2020	to	1/9/2021	$ 6,623.00	$ 79,476.00
SIX	1/10/2021	to	1/9/2022	$ 6,789.00	$ 81,468.00
SEVEN	1/10/2022	to	1/9/2023	$ 6,958.00	$ 83,496.00
EIGHT	1/10/2023	to	1/9/2024	$ 7,132.00	$ 85,584.00
NINE	1/10/2024	to	1/9/2025	$ 7,311.00	$ 87,732.00
TEN	1/10/2025	to	1/9/2026	$ 7,493.00	$ 89,916.00
ELEVEN	1/10/2026	to	1/9/2027	$ 7,681.00	$ 92,172.00
TWELVE	1/10/2027	to	1/9/2028	$ 7,873.00	$ 94,476.00
THIRTEEN	1/10/2028	to	1/9/2029	$ 8,069.00	$ 96,828.00
FOURTEEN	1/10/2029	to	1/9/2030	$ 8,271.00	$ 99,252.00
FIFTEEN	1/10/2030	to	1/9/2031	$ 8,478.00	$ 101,736.00
					$ 1,291,116.00

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Initialed by David Ku for SHK

Attachment B: Purchase Terms Table

"A" PURCHASE DATE	"B" TOTAL DOWN PAYMENT, PRINCIPAL & INTEREST TO PAY OUT	"C" DOWN PAYMENT	"D" TOTAL PRINCIPAL & INTEREST (17%) TO PAYOUT	"E" MONTHLY PAYMENT	"F" TOTAL # MONTHS
DAY 1	$ 1,341,000.00	$ 50,000.00	$ 1,291,000.00	$ 7,172.22	180
DAY 180	$ 1,305,000.00	$ 50,000.00	$ 1,255,000.00	$ 7,212.64	174
DAY 270	$ 1,287,000.00	$ 50,000.00	$ 1,237,000.00	$ 7,233.92	171
DAY 365	$ 1,269,000.00	$ 50,000.00	$ 1,219,000.00	$ 7,255.95	168
DAY 545	$ 1,244,100.00	$ 62,000.00	$ 1,182,100.00	$ 7,296.91	162
DAY 730	$ 1,219,200.00	$ 74,000.00	$ 1,145,200.00	$ 7,341.03	156
DAY 1095	$ 1,167,552.00	$ 98,000.00	$ 1,069,552.00	$ 7,427.44	144

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Corrections Provided by David Rindell

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ATTACHMENT C

AGREEMENT OF PERSONAL GUARANTEE ATTACHED TO AND MADE PART OF THE COMMERCIAL LEASE AGREEMENT DATED January 10, 2016 BETWEEN

("LANDLORD") David Arnell AND
("TENANT") Cameo Pointe, Inc.

The undersigned "Guarantor," in consideration of the making of the foregoing Lease Agreement between Tenant and Landlord, does hereby unconditionally guarantee the payment of the rent by the Tenant and the performance by Tenant of all the financial duties and obligations under the Lease Agreement.

Guarantor also agrees that Landlord is not first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement thereof against Guarantor. A lawsuit may be brought and maintained against the Guarantor by Landlord to enforce any liability, obligation or duty guaranteed by this Agreement without the necessity of joining the Tenant or any other person in the lawsuit.

It is expressly agreed and understood that Guarantor additionally and unconditionally guarantees the performance under the Lease of,

2939 Porcupine Drive Anchorage, AK 99501

EXECUTED to be effective as of the 2nd day of March, 2016.

GUARANTOR: Name: Erin A. Roland

ADDRESS: 18621 N Lowrie Loop

Eagle River, AK 99577

PHONE NUMBER: (907) 350-2145

EMAIL ADDRESS: jar42us@yahoo.com

GUARANTOR: Name: Sandra H. Knight

ADDRESS: 10424 Loudermilk Circle

Anchorage, AK 99507

PHONE NUMBER: (907) 346-1964

EMAIL ADDRESS: SJONESPKGSTR@AK.NET

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STATUTORY POWER OF ATTORNEY

THE POWERS GRANTED FROM THE PRINCIPAL TO THE AGENT OR AGENTS IN THE FOLLOWING DOCUMENT ARE VERY BROAD. THEY MAY INCLUDE THE POWER TO DISPOSE, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY AND THE POWER TO MAKE YOUR HEALTH CARE DECISIONS. ACCORDINGLY, THE FOLLOWING DOCUMENT SHOULD ONLY BE USED AFTER CAREFUL CONSIDERATION. IF YOU HAVE QUESTIONS ABOUT THIS **STATUTORY POWER OF ATTORNEY**, YOU SHOULD SEEK COMPETENT ADVICE. YOU MAY REVOKE THIS STATUTORY POWER OF ATTORNEY AT ANY TIME.

Pursuant to **AS 13.26.338 - 13.26.353,** I Gloria Arcell, whose address is 600 West 76th Ave # 1152 Anchorage Alaska 99518 do hereby appoint David M Arcell, as my attorney(s) in-fact to act in my name, as I have checked below, place and stead, and in any way which I myself could do if I were personally present, with respect to the following matters, as each of them is defined in **AS 13.26.344**, to the full extent that I am permitted by law to act through an agent:

THE AGENT(S) YOU HAVE APPOINTED WILL HAVE ALL OF THE POWERS LISTED BELOW **UNLESS YOU DRAW A LINE** THROUGH A CATEGORY AND INITIAL THE BOX OPPOSITE THAT CATEGORY:

(A) Real estate transactions. 2939 Porcupine Drive [ ]
~~(B) Transactions involving tangible, personal property, chattels, and goods.~~ [ ]
~~(C) Bonds, shares, and commodities transactions.~~ [ ]
~~(D) Banking transactions.~~ [ ]
~~(E) Business operating transactions.~~ [ ]
~~(F) Insurance transactions.~~ [ ]
~~(G) Estate transactions.~~ [ ]
~~(H) Gift transactions.~~ [ ]
~~(I) Claims and litigation.~~ [ ]
~~(J) Personal relationships and affairs.~~ [ ]
~~(K) Benefits from government programs and military services.~~ [ ]
~~(L) Health care services.~~ [ ]
~~(M) Records, reports, and statements.~~ [ ]
~~(N) Delegation.~~ [ ]
~~(O) All other matters, including those specified as follows:~~ [ ]

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IF YOU HAVE APPOINTED **MORE** THAN ONE AGENT, CHECK **ONE** OF THE FOLLOWING:

[ ] Each Agent may exercise the powers conferred **separately without the consent** of any other agent.
[ ] All Agents shall exercise the powers conferred **jointly with the consent** of all other agents.

TO INDICATE WHEN THIS DOCUMENT SHALL BECOME EFFECTIVE, CHECK **ONE** OF THE FOLLOWING:

[X] This document shall become effective **upon the date of my signature.**
[ ] This document shall become effective **upon the date of my disability** and shall not otherwise be affected by my disability.

IF YOU HAVE INDICATED THAT THIS DOCUMENT SHALL BECOME EFFECTIVE ON THE DATE OF YOUR SIGNATURE, CHECK **ONE** OF THE FOLLOWING:

ALF- 55 2008© MPI Services providing ALASKA LEGAL FORMS
1150 South Colony Way, Suite 3 – Palmer, Alaska 99645
DISCLAIMER: This form replaces previous editions.
Its use constitutes no liability towards MPI Services, its owners or suppliers.
MADE IN ALASKA
1670

[✓] This document **shall not be affected** by my subsequent disability.
[ ] This document **shall be revoked** by my subsequent disability.

IF YOU HAVE INDICATED THAT THIS DOCUMENT SHALL BECOME EFFECTIVE UPON THE DATE OF YOUR SIGNATURE AND WANT TO LIMIT THE TERM OF THIS DOCUMENT, COMPLETE THE FOLLOWING:

This document shall only continue in effect for _____ [ ] years [ ] months from the date of my signature.

NOTICE OF REVOCATION OF THE POWERS GRANTED IN THIS DOCUMENT

You may revoke one or more of the powers granted in this document. Unless otherwise proved in this document, you may revoke a specific power granted in this Statutory Power of Attorney by completing a Specific Power of Attorney that includes the specific power in this document that you want to revoke. Unless otherwise provided in this document, you may revoke all of the powers granted in this Statutory Power of Attorney by completing a subsequent Power of Attorney.

NOTICE TO THIRD PARTIES

A third party who relies on the reasonable representations of an attorney-in-fact as to the mater relating to a power granted by a properly executed Statutory Power of Attorney does not incur any liability to the principal or to the principal's heirs, assigns, or estate as a result of permitting the attorney-in-fact to exercise the authority granted by the Power of Attorney. A third party who fails to honor a properly executed statutory form power of attorney may be liable to the principal, the attorney-in-fact, the principal's heirs, assigns, or estate for a civil penalty, plus damages, costs, and fees associated with the failure to comply with the statutory form power of attorney. If the Power of Attorney is one which becomes effective upon the disability of the principal, the disability of the principal is established by an affidavit as required by law.

IN WITNESS WHEREOF, I have hereunto signed my name on this 21st day of March, 2016.

Gloria Arnell
Principal

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Situate in the Anchorage Recording District of the 3RD Judicial District of the State of Alaska.

SUBSCRIBED and sworn to or affirmed before me at Anchorage, Alaska

on this 21 day of March, 2016.

NOTARY PUBLIC
MATT KIM
STATE OF ALASKA
MY COMMISSION EXPIRES JUNE 6, 2016

Matt K
Notary Public in the State of Alaska

My Commission Expires: 06-06-16

[SEAL]

THIS COMMERCIAL SUBLEASE AGREEMENT (Amended 5-3-2016)

This Commercial Lease Agreement (this "Agreement") is entered into on this 1st day of February, 2016 ("Effective Date") by and between Cameo Pointe, Inc., an Alaska Corporation, ("Sub-lessor"), and Einstein Enterprises, Inc., an Alaska Corporation ("Sub-Sub-lessee"). Sub-lessor and Sub-lessee sometimes collectively referred to herein as the "Parties" and individually as the "Party".

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AGREEMENT:

1. TERM. The term here of shall commence on the 1st Day of February, 2016 ("Commencement Date") and shall expire on 31st Day of January, 2021 ("Term").

2. PROPERTY; PREMISES. Sub-lessor holds the master lease controlling certain real property located within the south east corner of the facility roughly 844 Sq-ft, located at (Amended) **2939 PORCUPINE DRIVE, SUITE B ANCHORAGE, AK 99501** (herein after referred to as the "Premises"), Said master lease allows for Sub-leasing and Sub-lessor represents and guarantees that landowner of the Premises has approved this sub-lease proposed and as evidenced by the attached letter from land owner, which is attached hereto at the end of this lease.

3. RENT. The total monthly rent shall be one thousand two hundred and 0/100 ($1,200.00) payable on the first (1st) day of each and every successive month thereafter (the "Payment Date"). In addition to the monthly rent a penalty of twenty percent (20.0%) of the monthly rent will be collected for each month rent not received by the fifth following the Payment Date. Also a $30.00 dollar fee will be assessed for any check returned for insufficient funds. All rents shall be paid to Sub-lessor in the form of a deposit directly into landlords specified account, or at such other places as may be designated by Sub-lessor from time to time. Rent will be evaluated each year and will raise accordingly to the economy of the lessee's industry.

4. SECURITY DEPOSIT. A Refundable Security Deposit of five hundred and 00/100 Dollars ($ 500.00) is required.

5. USE AND USES PROHIBITED. The Premises is to be used for the operation, administration and management of Sub-lessee's one (1) State of Alaska licensed and duly authorized marijuana manufacturing facility and all uses related thereto pursuant the Laws of the State of Alaska, local zoning and regulatory ordinances, and rules promulgated by the Alaska Marijuana Control Board. Sub-lessee shall not use any portion of the Premises for purposes other than that specified herein (the "Permitted Use"). The Parties hereby waive any right to claim that the Permitted Use is illegal or otherwise invoke illegality as a defense to the validity of this Lease.

6. ASSIGNMENT AND SUBLETTING. Sub-lessee shall not assign this lease or sublet any portion of the Premises, except to an affiliate, subsidiary, parent or successor of the Sub-lessee without prior written consent of the Sub-lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Sub-lessor, may terminate this Lease.

7. ORDINANCES AND STATUTES. Sub-lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Sub-lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the Premises shall, at the option of the Sub-lessor, be deemed a breach hereof. The foregoing notwithstanding, Sub-lessee shall be permitted to use the Premises at all times in a manner that is consistent with the Permitted Use and Sub-lessor shall not object to such use nor shall such use be deemed a breach of this lease regardless of any state or federal law or court ruling impacting the legality of the Permitted Use.

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8. MAINTENANCE, REPAIRS, AND ALTERATIONS. Sub-lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Sub-lessee shall at his own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Sub-lessee shall be responsible for all repairs required, excepting the roof, exterior walls and structural foundations. No improvement or alterations of the Premises shall be made without the prior consent of the Sub-lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Sub-lessee shall give Sub-lessor at least two (2) days written notice in order that Sub-lessor may post appropriate notices to avoid any liability for liens. Sub-lessor shall provide routine maintenance of exterior walls, roof, and structural foundations as necessary.

9. ENTRY AND INSPECTION. Sub-lessee shall permit Sub-lessor or Sub-lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspection, and will permit Sub-lessor at any time within sixty (60) days prior to the expiration of this Lease to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

10. INDEMNIFICATION OF SUB-LESSOR . Sub-lessor shall not be liable for any injury to any person, or for any loss of or damage to any property (including property of Sub-lessee) occurring in or about the Premises from any cause whatsoever, other than gross negligence or willful misconduct on the part of Sub-lessor. Sub-lessee shall indemnify, defend and save Sub-lessor, its officers, agents, employees and contractors, and other Sub-lessees and occupants of the building harmless from all losses, damages, fines, penalties, liabilities

and expenses (including Sub-lessor's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such claims, regardless of whether claims involve litigation or bankruptcy) resulting from any actual or alleged injury to any person or from any actual or alleged loss of or damage to any property alleged to be attributable to Sub-lessee's operation or occupation of the Premises or caused by or resulting from any act or omission of Sub-lessee or any licensee, assignee, or concessionaire, or of any officer, agent, employee, guest or invitee of any such person in or about the Premises or Sub-lessee's breach of Applicable Law or its obligations under this Lease. Sub-lessee agrees that the foregoing indemnity specifically covers actions brought by its own employees. The indemnification provided for in this Section with respect to acts or omissions during the term of this Lease shall survive termination or expiration of this Lease. Sub-lessor shall not be liable for interference with light, air or view or for any latent defect in the Premises. Sub-lessee shall promptly notify Sub-lessor of casualties or accidents occurring in or about the Premises. Notwithstanding the foregoing if losses, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both Sub-lessor and Sub-lessee, their employees, agents, invitees and licensees, Sub-lessee shall indemnify Sub-lessor only to the extent of Sub-lessee's own negligence or that of its officers, agents, employees, guests or invitees. SUB-LESSOR AND SUB-LESSEE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 10 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

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11. POSSESSION. If Sub-lessor is unable to deliver possession of the Premises at the commencement hereof, Sub-lessor shall not be liable for any damage caused said delay of delivery, nor shall this Lease be void or voidable, but Sub-lessee shall not be liable for any rent until possession is delivered. Sub-lessee may terminate this Lease if possession is not delivered within twenty (20) days of the commencement of the term hereof.

12. INSURANCE. General Liability Insurance. Sub-lessee shall, during the Lease Term, keep in full force and effect, a policy or policies of Commercial General Liability insurance for bodily injury, personal injury (including wrongful death) and damage to property resulting from (i) any occurrence in the Leased Premises, (ii) any act or omission by Sub-lessee, by any sub Sub-lessee of Sub-lessee, or by any of their respective invitees, agents, servants, contractors or employees anywhere in the Leased Premises or the Building, (iii) the business operated by Sub-lessee or by any sub Sub-lessee of Sub-lessee in the Leased Premises. The liability policy or policies shall contain an endorsement naming Sub-lessor, the management company and any others required by Sub-lessor as an additional insured. The General Aggregate Limit must apply separately to each location. Limits may be satisfied using any combination of underlying and excess/umbrella liability policies. This agreement and the insurance policy expressly waives any pro rata distribution requirement contained in Sub-lessees blanket policy.

13. UTILITIES. Sub-lessee agrees to be responsible for the payment of all utilities, including water, gas, electricity, heat, taxes, insurance and other services delivered to the Premises.

14. SIGNS. Sub-lessor reserves the exclusive right to the roof, side and rear walls of the Premises. Sub-lessee and Sub-lessor shall not construct any projecting signs or awnings without the prior written consent of the other, which consent shall not be unreasonably withheld.

15. ABANDONMENT OF PREMISES. Sub-lessee shall not vacate or abandon the Premises at any time during the term hereof, and if Sub-lessee shall abandon or vacate the Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Sub-lessee left upon the Premises shall be deemed to be abandoned, at the option of Sub-lessor.

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16. CONDEMNATION. If any part of the Premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part taken, terminates of the date the condemner acquires possession, and thereafter Sub-lessee shall be required to pay such proportion of the rent for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation; provided however, that Sub-lessor may at his option, terminate this Lease as of the date the condemner acquires possession. In the event that remainder is not susceptible for use hereunder, this Lease shall terminate upon the date which the condemner acquires possession. All sums which may be payable on account of any condemnation shall belong to the Sub-lessor , and Sub-lessee shall not be entitled to any part thereof, provided however, that Sub-lessee shall be entitled to retain any amount awarded to him for his trade fixtures or moving expenses.

17. TRADE FIXTURES. Any and all improvements made to the Premises during the term hereof shall belong to the Sub-lessor, except trade fixtures of the Sub-lessee, Sub-lessee may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the Premises occasioned by removal. Any repairs made by Sub-lessee must be made with quality materials and in a workmanship quality that either improves or renders the Premises in the same condition as of the date of delivery of Premises as defined in this Agreement.

18. DESTRUCTION OF PREMISES. In the event of a partial destruction of the Premises during the term hereof, from any cause, Sub-lessor shall forthwith repair the same, provided that such repairs can be made within one-hundred twenty (120) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Sub-lessee shall be entitled to a proportional reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Sub-lessee on the Premises. If such repairs cannot be made within said one-hundred twenty (120) days, Sub-lessor, at his option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Sub-lessor shall not elect to make such repairs

which cannot be made within one-hundred twenty (120) days, this Lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof. Sub- may elect to terminate this Lease whether the demised Premises be injured or not. A total destruction of the building, in which the Premises may be situated, shall terminate this Lease. In the event of any dispute between Sub-lessor and Sub-lessee with respect to the provisions hereof, the matter shall be settled by arbitration in such a manner as the Parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

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19. INSOLVENCY. In the event a receiver is appointed to take over the business of Sub-lessee, or in the event Sub-lessee makes a general assignment for the benefit of creditors, or Sub-lessee takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this lease by Sub-lessee.

20. REMEDIES OF OWNER ON DEFAULT. In the event of any breach of this Lease by Sub-lessee, Sub-lessor may, at his option, terminate the Lease and recover from Sub-lessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Sub-lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Sub-lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Sub-lessor for all detriment proximately caused by Sub-lessee's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result therefore. Sub-lessor may, in the alternative, continue this Lease in effect, as long as Sub-lessor does not terminate Sub-lessee's right to possession, and Sub-lessor may enforce all his rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of lease continues, Sub-lessor may, at any time thereafter, elect to terminate the Lease. Nothing contained herein shall be deemed to limit any other rights or remedies which Sub-lessor may have.

21. SECURITY DEPOSIT. The security deposit set forth above, if any shall secure the performance of the Sub-lessee's obligations hereunder. Sub-lessor may, but shall not be obligated to apply all or portions of said deposit on account of Sub-lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Sub-lessee. Sub-lessee shall not have the right to apply the Security Deposit in payment of the last month's rent.

22. DEPOSIT REFUNDS. The balance of all deposits shall be refunded within two (2) weeks from date possession is delivered to Sub-lessor his authorized Agent, together with a statement showing any charges made against such deposits by Sub-lessor .

23. ATTORNEY 'S FEES. In case a suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises. by either Party, the prevailing Party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

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24. WAIVER. No failure of Sub-lessor to enforce any terms hereof shall be deemed to be a waiver.

25. NOTICES. Any notice which either Party may or is required to give, shall be given by mailing the same, postage prepaid, to Sub-lessee at the Premises. or Sub-lessor at the address shown below, or at such other places as may be designated by the Parties from time to time.

26. HOLDING OVER. Any holding over after the expiration of this Lease, with the consent of Sub-lessor, shall be construed as a month-to-month tenancy at a rental of $500.00 per month, otherwise in accordance with the terms hereof, as applicable.

27. TIME. Time is of the essence of this Lease.

28. HEIRS, ASSIGNS, and SUCCESSORS. This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the Parties.

29. TAXES AND ASSESSMENTS. Sub-lessor shall pay all property taxes as they become due.

30. SUB-LESSOR 'S LIABILITY. The term "Sub-lessor ," as used in this paragraph, shall mean only the owner of the real property or a Sub-lessee's interest in a ground lease of the Premises. In the event of any transfer of such title or interest, the Sub-lessor named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Sub-lessor 's obligations to be performed after such transfer. Provided, however, that any funds in the hands of Sub-lessor or Grantor at the time of such transfer shall be delivered to Grantee. Sub-lessor 's aforesaid obligations shall be binding upon Sub-lessor 's successors and assigns only during their respective periods of ownership.

31. ESTOPPEL CERTIFICATE. Sub-lessee shall at any time upon not less than ten (10) days' prior written notice from Sub-lessor execute, acknowledge and deliver to Sub-lessor a statement in writing (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not, to Sub-lessee's knowledge, any uncured defaults on the part of Sub-lessor hereunder, or

specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Premises. (b) Sub-lessee's failure to deliver such statement within such time shall be conclusive upon Sub-lessee (l) that this Lease is in full force and effect, without modification except as may be represented by Sub-lessor. (2) that there are no uncured defaults in Sub-lessor 's performance. and (3) that not more than one month's rent has been paid in advance or such failure may be considered by Sub-lessor as a default by Sub-lessee under this Lease.

32. LEASED SPACE. Sub-lessor and Sub-lessee agree that the Sub-lessee shall occupy the south east corner of the building, roughly 844 Sq-ft of the facility located at (Amended) **2939 PORCUPINE DRIVE, SUITE B ANCHORAGE, AK 99501**.

33. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties.

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Signature Page to Follow

The undersigned Sub-lessor hereby accepts the terms of the agreement and acknowledges receipt of a copy hereof.

Date: 5-3-2016 (Amended)

Sub-lessor : Cameo Pointe, Inc.
a Alaska Corporation

Erin A. Roland
(Cameo Pointe, Inc. President/Treasurer) (Amended)

Sandra H. Knight
(Cameo Pointe, Inc. Vice President/Secretary) (Amended)

The undersigned Sub-lessee hereby accepts the terms of the agreement and acknowledges receipt

of a copy hereof.

Sub-lessee: Einstein Enterprises, Inc., dba Einstein Labs,
an Alaska Corporation

Justin Roland
(Einstein Enterprises, Inc., President) (Amended)

Kenneth Knight
(Einstein Enterprises, Inc. Vice President/Secretary) (Amended)

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