SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is entered into as of the 15th day of May, 2016 by and between JBT DEV, LLC, an Alaska limited liability company ("Sublandlord") and TOP HAT, LLC, an Alaska limited liability company, and TOP HAT CONCENTRATES, LLC, an Alaska limited liability company (together, "Subtenant").

RECITALS

A. Genuine Ventures, LLC, an Alaska limited liability company, as landlord ("Landlord"), and Sublandlord, as tenant, entered into that certain Lease Agreement dated May 15th, 2016 (the "Master Lease"), whereby Landlord leased to Sublandlord the premises commonly known as 2315 Industrial Boulevard in Juneau, Alaska, and as more particularly described in the Master Lease (the "Premises"). A copy of the Master Lease is attached hereto as Exhibit A and made a part hereof.

B. Top Hat, LLC and Top Hat Concentrates, LLC wish to sublease separate but adjacent space in the Premises and agree to be jointly and severally liable for the obligations of Subtenant under this Sublease.

C. Sublandlord and Subtenant wish to enter into a sublease of the Premises on the terms and conditions hereafter set forth.

AGREEMENT

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

1. DEFINED TERMS. All capitalized terms used herein shall have the same meaning ascribed to them in the Master Lease unless otherwise defined herein.

2. PREMISES. Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord the Premises, upon and subject to the terms, covenants and conditions hereinafter set forth. Top Hat, LLC is subleasing approximately 2300 square feet of space in the Premises, which space is designated "Suite A," and Top Hat Concentrates, LLC is subleasing approximately 700 square feet of space in the Premises, which space is designated "Suite B."

3. LEASE TERM. The term of this Sublease ("Term") shall commence on the date this Sublease is fully executed and Sublandlord shall provide Subtenant with possession of the Premises on that date. Subtenant shall pay rent beginning on July 1, 2016 ("Sublease Commencement Date") through July 1, 2018 (the "Sublease Expiration Date").

4. USE. The Premises shall be used by Subtenant for the production and processing of botanicals, including cannabis, in conformance with the laws of the State of Alaska, and for general office purposes, and for no other purpose without Sublandlord's prior written consent.

5. SUBRENTAL.

(a) **Minimum Rent.** Beginning with the Sublease Commencement Date and thereafter during the Term of this Sublease and ending on the Sublease Expiration Date, Subtenant shall pay one-thousand Dollars ($1,000.00) to Sublandlord each month during the Term as minimum rent ("Minimum Rent"). The first monthly installment of Minimum Rent, along with the Deposit (as defined in

Section 6 below) shall be paid by Subtenant upon execution of this Sublease. Minimum Rent and additional rent (including without limitation, late fees, interest, and Percentage Rent, defined below) shall hereinafter be collectively referred to as "Rent."

(b) **Percentage Rent.** In addition to the Minimum Rent, beginning with September 1, 2016 and ending on the Sublease Expiration Date, Subtenant shall pay as additional Rent an amount equal to of fourty percent (40%) of the Subtenant's Net Cash Flow. "Net Cash Flow" means the gross cash proceeds of the Subtenant from operations (including sales and dispositions of property owned by the Subtenant ("Subtenant Property") in the ordinary course of business) less the portion thereof used to pay or establish reserves for all Subtenant expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Subtenant in its sole discretion. "Net Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition and the definition of "Net Cash from Sales or Refinancing." "Net Cash from Sales or Refinancings" means the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) and all refinancings of Subtenant Property, less any portion of proceeds used to establish reserves, all as determined by the Subtenant. "Net Cash from Sales or Refinancings" shall include all principal and interest payments with respect to any note or other obligation received by the Subtenant in connection with sales and other dispositions (other than in the ordinary course of business) of Subtenant Property.

(c) **Prorations.** If the Sublease Commencement Date is not the first (1st) day of a month, or if the Sublease Expiration Date is not the last day of a month, a prorated installment of the Minimum Rent and Percentage Rent based on a thirty (30) day month shall be paid for the fractional month during which the Term commenced or terminated.

(d) **Payment of Rent.** Except as otherwise specifically provided in this Sublease, Rent shall be payable in lawful money without demand, and without offset, counterclaim, or setoff in monthly installments, in advance, on the first day of each and every month during the Term of this Sublease. All of said Rent is to be paid to Sublandlord at:

JBT Dev, LLC
PO Box 20842
Juneau, AK 99801
Attn: John S Nemeth

or at such other place or to such agent and at such place as Sublandlord may designate by notice to Subtenant. Any additional rent payable on account of items which are not payable monthly by Sublandlord to Landlord under the Master Lease is to be paid to Sublandlord as and when such items are payable by Sublandlord to Landlord under the Master Lease unless a different time for payment is elsewhere stated herein.

(e) **Payment of Rent.** If any sums payable by Subtenant to Sublandlord under this Sublease are not received within five (5) days of their due date, Subtenant shall pay Sublandlord an amount equal to the sum which would be payable by Tenant to Landlord for an equivalent default under the Master Lease or five percent (5%) of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as additional rent, whichever is greater. All delinquent sums not paid by Subtenant within five (5) business days of the due date shall, at Sublandlord's option, bear interest at the rate Tenant would pay the Landlord under the Master Lease for an equivalent default or the highest rate of interest allowable by law, whichever is less. Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

(f) **Less Than Full Payment.** Sublandlord's acceptance of less than the full amount of any payment due from Subtenant shall not be deemed an accord and satisfaction or compromise of such payment unles Sublandlord consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Sublandlord claims. Any portion that remains to be paid by Sublandlord shall be subject to the late charges and default interest provisions of this Section 5.

6. SECURITY DEPOSIT. Concurrently with the execution of this Sublease, Subtenant shall deposit with Sublandlord the sum of one-thousand and No/100 Dollars ($1,000.00) ("**Deposit**"), which shall be held by Sublandlord as security for the full and faithful performance by Subtenant of its covenants and obligations under this Sublease. The Deposit is not an advance Rent deposit, an advance payment of any other kind, or a measure of Sublandlord's damage in case of Subtenant's default. If Subtenant defaults in the full and timely performance of any or all of Subtenant's covenants and obligations set forth in this Sublease, then Sublandlord may, from time to time, without waiving any other remedy available to Sublandlord, use the Deposit, or any portion of it, to the extent necessary to cure or remedy the default or to compensate Sublandlord for all or a part of the damages sustained by Sublandlord resulting from Subtenant's default. Subtenant shall immediately pay to Sublandlord within five (5) days following demand, the amount so applied in order to restore the Deposit to its original amount, and Subtenant's failure to immediately do so shall constitute a default under this Sublease. If Subtenant complies with all of the covenants and obligations set forth in this Sublease throughout the Sublease term, Sublandlord shall return the Deposit to Subtenant after the surrender of the Premises by Subtenant in the condition required by Section 9 of this Sublease. Sublandlord's obligations with respect to the Deposit are those of a debtor and not a trustee. Sublandlord shall not be required to maintain the Deposit separate and apart from Sublandlord's general or other funds and Sublandlord may commingle the Deposit with any of Sublandlord's general or other funds. Subtenant shall not at any time be entitled to interest on the Deposit.

7. SIGNAGE. Subject to the terms of Section 19 of the Master Lease, Subtenant is granted the right, at or about the inception of the Term of this Sublease, to install standard signage identifying Subtenant on or adjacent to the entry to the Premises, subject to Landlord's and Sublandlord's prior written approval.

8. [PARKING. Subtenant shall have the right, during the Term of this Sublease, to six (6) reserved parking spaces and additional non-reserved parking spaces in the parking area adjacent to the Premises.]

9. CONDITION OF PREMISES. Subtenant acknowledges that it is subleasing the Premises "as-is" and that Sublandlord is not making any representation or warranty concerning the condition of the Premises and that Sublandlord is not obligated to perform any work to prepare the Premises for Subtenant's occupancy, with the sole exception that Sublandlord shall deliver the Premises in a "broom-clean" condition. Subtenant is not authorized to make or do any alterations or improvements in or to the Premises without Sublandlord's and Landlord's consent, which consent by Sublandlord shall not be unreasonably withheld, conditioned or delayed, and which consent by Landlord shall be subject to the terms of the Master Lease. Any improvements or alterations must be performed in accordance with the terms of the Master Lease. All such work shall be done in a good and workmanlike manner and in conformity with a valid building permit and all applicable laws and codes. Subtenant shall pay when due all claims for labor or materials furnished to or for Subtenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmens' liens against the Premises or any interest therein. Subtenant hereby agrees that to the extent Sublandlord is required to pay any amounts to Landlord pursuant to the Master Lease based on the performance of alterations or improvements in the Premises by Subtenant, Subtenant shall be required to reimburse Sublandlord for such amounts within five (5) business days. Subtenant

acknowledges that Subtenant shall be required to remove any alterations or improvements made to the Premises by Subtenant that Landlord requires to be removed pursuant to the Master Lease and Subtenant shall immediately repair any damage to the Premises caused by the installation or removal of such alterations or improvements. Subtenant shall be required to surrender the Premises to Sublandlord one day prior to the expiration of the Term in the condition required under Section 15.1 of the Master Lease.

10. INCORPORATION OF TERMS OF MASTER LEASE.

(a) This Sublease is subject and subordinate to the Master Lease. Subject to the modifications set forth in this Sublease, the terms of the Master Lease are incorporated herein by reference, and shall, as between Sublandlord and Subtenant (as if they were Landlord and Tenant, respectively, under the Master Lease) constitute the terms of this Sublease except to the extent that they are inapplicable to, inconsistent with, or modified by, the terms of this Sublease. In the event of any inconsistencies between the terms and provisions of the Master Lease and the terms and provisions of this Sublease, the terms and provisions of this Sublease shall govern. Subtenant acknowledges that it has reviewed the Master Lease and is familiar with the terms and conditions thereof. Subtenant shall not do, nor permit to be done, any act or thing which is, or with notice or the passage of time would be, a default under this Sublease or the Master Lease. If the Master Lease terminates or is forefeited as a result of a default or breach by Subtenant under this Sublease and/or the Master Lease, then Subtenant shall be liable to Sublandlord for the damage suffered as a result of such termination or forfeiture.

(b) For the purposes of incorporation herein, the terms of the Master Lease are subject to the following additional modifications:

(i) In all provisions of the Master Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this Sublease) requiring the approval or consent of Landlord, Subtenant shall be required to obtain the approval or consent of both Sublandlord and Landlord.

(ii) In all provisions of the Master Lease requiring Tenant to submit, exhibit to, supply or provide Landlord with evidence, certificates, or any other matter or thing, Subtenant shall be required to submit, exhibit to, supply or provide, as the case may be, the same to both Landlord and Sublandlord. In any such instance, Sublandlord shall determine if such evidence, certificate or other matter or thing shall be satisfactory.

(iii) Sublandlord shall have no obligation to restore or rebuild any portion of the Premises after any destruction or taking by eminent domain.

(iv) Subtenant shall not be entitled to any allowances (design, construction, moving or any other allowances) granted to Tenant under the Master Lease.

(v) With respect to any obligation of Subtenant to be performed under this Sublease, wherever the Master Lease grants to Sublandlord a specified number of days to perform its obligations under the Master Lease, except as otherwise provided herein, Subtenant shall have (a) one (1) fewer day to perform obligations for which the Master Lease provides a period of less than fifteen (15) days and (b) three (3) fewer days to perform obligations for which the Master Lease provides a period of fifteen (15) days or more, including, without limitation, curing any defaults.

(vi) Subtenant shall not be entitled to any holdover tenancy or extension right granted to Tenant under the Master Lease.

(vii) Subtenant shall not use or occupy the Premises in violation of law, provided that an exception will be made for the Controlled Substances Act, 21 U.S.C. Section 800 *et seq.* with respect to the Act's provisions concerning marijuana.

11. SUBTENANT'S OBLIGATIONS. Subtenant covenants and agrees that all obligations of Sublandlord under the Master Lease shall be done or performed by Tenant with respect to the Premises, except as otherwise provided by this Sublease. Subtenant shall not do, nor permit to be done, any act or thing which is, or with notice or the passage of time would be, a default under this Sublease or the Master Lease.

12. SUBLANDLORD'S OBLIGATIONS. [Sublandlord agrees that Subtenant shall be entitled to receive all services and repairs to be provided by Landlord to Sublandlord under the Master Lease. Subtenant shall look solely to Landlord for all such services and shall not, under any circumstances, seek nor require Sublandlord to perform any of such services, nor shall Subtenant make any claim upon Sublandlord for any damages which may arise by reason of Landlord's default under the Master Lease.] Sublandlord covenants and agrees with Subtenant that Sublandlord will pay all fixed rent and additional rent payable by Sublandlord pursuant to the Master Lease to the extent that failure to perform the same would adversely affect Subtenant's use or occupancy of the Premises.

13. DEFAULT BY SUBTENANT. In the event Subtenant shall be in default of any covenant of, or shall fail to honor any obligation under this Sublease, Sublandlord shall have available to it against Subtenant, jointly and severally, all of the remedies available (a) to Landlord under the Master Lease in the event of a similar default on the part of Sublandlord thereunder or (b) at law.

14. QUIET ENJOYMENT. So long as Subtenant pays all of the Rent due hereunder and performs all of Subtenant's other obligations hereunder, Sublandlord shall do nothing to affect Subtenant's right to peaceably and quietly have, hold and enjoy the Premises.

15. NOTICES. All notices, demands and requests shall be in writing and shall be sent either by hand delivery or by a nationally recognized overnight courier service (e.g., FedEx), in either case return receipt requested, to the address of the appropriate party. Notices, demands and requests so sent shall be deemed given when the same are received. Notices to Sublandlord shall be sent to:

JBT Dev, LLC
PO Box 20842
Juneau, AK 99801
Attn: John S Nemeth

Notices to Subtenant shall be sent to the attention of:

Top Hat, LLC
2315 Industrial BLVD
Juneau, AK 99801
Attn: Benjamen Wilxox

Top Hat Concentrates, LLC
2315 Industrial BLVD

Juneau, AK 99801
Attn: Benjamen Wilxox

16. BROKERS. Sublandlord and Subtenant represent and warrant to each other that no brokers were involved in connection with the negotiation or consummation of this Sublease. Each party agrees to indemnify the other, and hold it harmless, from and against any and all claims, damages, losses, expenses and liabilities (including reasonable attorneys' fees) incurred by said party as a result of a breach of this representation and warranty by the other party.

17. CONSENT OF LANDLORD. Section 12 of the Master Lease requires Sublandlord to obtain the written consent of Landlord to this Sublease. Sublandlord shall solicit Landlord's consent to this Sublease promptly following the execution and delivery of this Sublease by Subtenant to Sublandlord. In the event Landlord's written consent to this Sublease has not been obtained within sixty (60) days after the execution hereof, then this Sublease may be terminated by either party hereto upon notice to the other within ten (10) days after such time period ends, and upon such termination neither party hereto shall have any further rights against or obligations to the other party hereto; provided, however, that Sublandlord shall promptly return to Subtenant any amounts previously paid by Subtenant to Sublandlord hereunder.

18. TERMINATION OF THE LEASE. If for any reason the term of the Master Lease shall terminate prior to the Sublease Expiration Date, this Sublease shall automatically be terminated and Sublandlord shall not be liable to Subtenant by reason thereof unless said termination shall have been caused by the default of Sublandlord under the Master Lease, and said Sublandlord default was not as a result of a Subtenant default hereunder.

19. ASSIGNMENT AND SUBLETTING. Any assignment of this Sublease or sublease of all or a portion of the Premises shall be subject to the receipt of Landlord's and Sublandlord's consents, which consent may be withheld by such parties in their sole discretion, and shall otherwise be subject to the terms of the Master Lease.

20. GOVERNING LAW. This Sublease shall be governed by and construed in accordance with the laws of the State of Alaska.

21. ATTORNEYS' FEES. In the event a party to this Sublease commences a legal action to enforce or interpret the provisions hereof, the Substantially Prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs incurred therein. As used herein, the term "Substantially Prevailing Party" means the party that prevails on the main issue(s), even if not to the extent of its original contribution.

22. AMENDMENTS. None of the terms, covenants, conditions or provisions of this Sublease can be modified, deleted or added to except in writing signed by the parties hereto.

23. COUNTERPARTS; ELECTRONIC TRANSMISSIONS. This Sublease may be executed in counterparts. All executed counterparts shall be treated as one fully executed Sublease and transmissions of signed counterparts of this Sublease by facsimile or by electronic mail shall be treated as a signed original counterpart.

24. ENTIRE AGREEMENT. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Sublease and this Sublease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this

Sublease. This Sublease, and the exhibits and schedules attached hereto, contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises and shall be considered to be the only agreements between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have entered into this Sublease as of the date first written above.

SUBLANDLORD:

JBT DEV, LLC,
an Alaska limited liability company

By: _____
Name: John S Nemeth
Title: President

SUBTENANT:

TOP HAT, LLC,
an Alaska limited liability company

By: _____
Name: Benjamen Wilcox
Title: Vice President

TOP HAT CONCENTRATES, LLC,
an Alaska limited liability company

By: _____
Name: Benjamen Wilcox
Title: Vice President

LANDLORD'S CONSENT

The undersigned, as Landlord, hereby consents to the foregoing Sublease, including the modifications to the Master Lease set forth herein.

LANDLORD:

GENUINE VENTURES LLC,
an Alaska limited liability company

By: _____
Name: Tracy LaBarge
Title: Member
Date: 5/15/16

EXHIBIT A

COPY OF MASTER LEASE

See attached.

GSB:7735625.2

COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("Lease") is entered into this 15th day of May, 2016 by and between GENUINE VENTURES, LLC, an Alaska limited liability company ("Landlord") and JBT DEV, LLC, an Alaska limited liability company ("Tenant").

1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord those certain Premises commonly known as 2315 Industrial Boulevard in Juneau, Alaska, and legally described on Exhibit A, which is attached hereto and incorporated herein by this reference (the "Premises").

2. TERM. The term of this Lease will be for a period of two (2) years, from the date of commencement, with 5 option renewal terms as set forth in Section 21 below. The date of commencement is July 1, 2016.

3. MONTHLY RENT. The Tenant will pay to the Landlord at Landlord's address specified in Section 17 below, or at such other place as the Landlord may hereinafter designate, on or before the first day of each calendar month, without offset or deduction the following amounts as rent for the Premises: _five-thousand__ Dollars ($5,000) per month, increased each year during the Lease term, including any applicable renewal option terms, by one percent (1%) of the immediately prior year's monthly rent. The [first month's] rent will be paid upon execution of this Lease.

4. SECURITY DEPOSIT. Tenant will pay a security deposit to Landlord in the amount of _____five-thousand__ Dollars ($5,000) ("Deposit"), which shall be held by Landlord as security for the full and faithful performance by Tenant of its covenants and obligations under this Sublease. The Deposit is not an advance Rent deposit, an advance payment of any other kind, or a measure of Landlord's damage in case of Tenant's default. If Tenant defaults in the full and timely performance of any or all of Tenant's covenants and obligations set forth in this Sublease, then Landlord may, from time to time, without waiving any other remedy available to Landlord, use the Deposit, or any portion of it, to the extent necessary to cure or remedy the default or to compensate Landlord for all or a part of the damages sustained by Landlord resulting from Tenant's default. Tenant shall immediately pay to Landlord within five (5) days following demand, the amount so applied in order to restore the Deposit to its original amount, and Tenant's failure to immediately do so shall constitute a default under this Sublease. If Tenant complies with all of the covenants and obligations set forth in this Sublease throughout the Sublease term, Landlord shall return the Deposit to Tenant after the surrender of the Premises by Tenant in the condition required by Section 9 of this Sublease. Landlord's obligations with respect to the Deposit are those of a debtor and not a trustee. Landlord shall not be required to maintain the Deposit separate and apart from Landlord's general or other funds and Landlord may commingle the Deposit with any of Landlord's general or other funds. Tenant shall not at any time be entitled to interest on the Deposit.

5. QUIET ENJOYMENT. Landlord covenants that Tenant, upon paying the basic rent and all other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, will quietly have and enjoy the demised Premises during the term of this Lease without hindrance by anyone claiming by or through Landlord.

6. UTILITIES. Tenant will pay promptly when due all charges for water, sewer, garbage disposal, telephone, electricity, cable, heat, gas, power, and any other utilities or services and like charges, including any fire protection charge, furnished to or consumed upon the leased Premises. Landlord will not be liable for any failure or interruption of utility service to the Premises, unless such failure is caused by the gross negligence or willful misconduct of Landlord, its agents or employees.

7. TAXES AND ASSESSMENTS, INSURANCE, ETC.

7.1 Tenant's Costs. In addition to the rent provided in Section 3 above, and commencing on the date of commencement specified in Section 2 above, Tenant agrees to pay to Landlord as additional rent the following items, referred to as "Tenant's costs":

7.1.1 Real Estate Taxes. Real estate taxes and assessments accruing against the Premises which become due and payable during the term of this Lease or any extension or renewal thereof. Tenant's portion of such taxes and assessments will be prorated for any partial calendar year of the term of this Lease.

7.1.2 Building Insurance. Insurance premiums for fire, extended coverage, general commercial liability and other insurance that Landlord deems necessary upon the Premises.

7.1.3 [Heating and Air Conditioning Unit Maintenance. All costs incurred by the Landlord for servicing, maintaining and repairing the heating and air conditioning equipment used for the Premises, if Landlord elects to contract for such service, maintenance and repair.]

7.2 Billing of Charges. The Tenant will pay to the Landlord the Tenant's costs described above within ten (10) days of billing for said costs by the Landlord.

7.3 Records. Landlord or its agents will keep records in reasonable detail showing all expenditures made for the items enumerated in subparagraph 7.1 above, which records will be available for inspection by Tenant at any reasonable time.

7.4 Additional Taxes. Should there presently be in effect or should there be enacted during the term of this Lease any law, statute, or ordinance levying any tax (other than Federal or State income taxes) directly or indirectly, in whole or in part, upon rents or the income from real estate or rental property, or increasing any such tax, Tenant will reimburse Landlord monthly, as additional rent, at the same time as monthly rental payments are due hereunder, for the actual amount of all such taxes paid.

8. REPAIRS, MAINTENANCE AND CONDITION OF PREMISES.

8.1 Condition of Premises. Tenant accepts the Premises "AS IS" in their current condition. No warranties or representations concerning the condition or suitability of the Premises for intended uses have been made, except as are expressly set forth herein.

8.2 Tenant's Obligation to Repair. Tenant will, at its own expense, at all times keep the Premises in good repair, and maintained, subject only to the Landlord's obligation to repair in Section 8.3 below. Tenant's repair and maintenance obligation includes, without limitation, gardening and landscaping; interior and exterior painting; lighting; lamp replacement; window replacement; door repair and/or replacement; parking lot sweeping and snow removal; maintenance and repair of all electrical, plumbing, telephone and other utility systems and routine roof maintenance and repair. If the Tenant does not make repairs promptly and adequately, or fails to maintain the Premises in good repair, Landlord may make repairs on fifteen (15) days' notice to the Tenant, and Tenant will pay promptly the reasonable cost thereof, as additional rent, on the next rent date thereafter. The right of Landlord to make such repairs will be without prejudice to any rights it may have because of Tenant's failure to make such repairs.

8.3 [Landlord's Obligation to Repair. Upon reasonable written notice from Tenant of the need therefor, Landlord will be responsible for roof replacement, exterior walls (excluding doors, storefronts, entryways, and windows, and excluding painting), and foundation repair, at its own expense,

except that Tenant will pay for the repair of any damage caused by Tenant, its agents, employees or invitees.] [Landlord may elect to service the HVAC system but the costs will be chargeable to Tenant in accordance with Section 7 above.]

8.4 **Alterations.** After prior written consent of Landlord, Tenant, at its sole cost and expense, may make alterations, additions and improvements in the Premises. In the performance of such work, Tenant will hold Landlord harmless from any damage, loss or expense, and will comply with all laws, ordinance, rules and regulations of any public authority, obtaining all necessary permits, approvals or authorizations. Tenant will not allow any liens to be filed against the Premises; in the event of filing of a lien claim Tenant will promptly take such action as may be required to remove the lien, including, without limitation, obtaining a bond, if required. All such alterations, additions and improvements to the Premises (except trade fixtures) will be the property of Landlord, and will be surrendered with the Premises upon termination of this Lease. Upon demand by Landlord given at least thirty (30) days prior to the end of the Lease term, Tenant will remove any alterations, additions or improvements made by Tenant, designated by Landlord to be removed, at Tenant's sole cost and expense, unless such alterations, additions or improvements had previously been consented to by Landlord. In such event, Tenant will repair any damage to the Premises caused by such removal, and as far as possible, return the Premises to their condition prior to making of any such alterations, improvements or additions.

Notwithstanding the above, if Tenant is not then in default after notice and the expiration of any applicable cure period, then prior to the end of the term of this Lease, Tenant will have the right to remove all trade fixtures located on the Premises which were installed by the Tenant. However, in such event, Tenant will repair all damage caused to the Premises by such installation and removal, returning the Premises, as far as possible, to their condition prior to installation of such trade fixtures.

Trade fixtures will not be deemed to include any heating, air conditioning, ventilation, plumbing or electrical equipment, or other fixtures relating primarily to general usage of the building or Premises, as opposed to fixtures specifically used for the operation of the Tenant's particular type of business.

8.5 **Entry and Inspection.** Tenant will permit Landlord or its agents to enter the Premises at reasonable times and after prior notice to inspect, clean, or repair the Premises, or to show the Premises to prospective purchasers or tenants.

9. USE OF PREMISES.

9.1 **Permitted Use.** The Premises shall be used by Tenant for the production and processing of botanicals, including cannabis, in conformance with the laws of the State of Alaska, and for general office purposes, and for no other purpose without Landlord's prior written consent.

9.2 **Hazardous Substances.** Tenant agrees to comply with all applicable air and water pollution control and prevention laws, regulations and state and federal air pollution and water pollution control agencies' recommendations in the maintenance of all facilities located on the leased Premises. Tenant agrees to comply with all federal and state laws and regulations regarding hazardous waste or substances. In the event of any discharge by Tenant or Tenant's agents of hazardous or toxic substances on or to the Premises, after execution of this Lease, Tenant will immediately notify Landlord and all relevant governmental agencies, and restore the Premises to their previous condition. After the termination of this Lease for any reason, Tenant will remove all hazardous and toxic materials and containers for those materials from the Premises.

Tenant shall indemnify, defend (using counsel approved by Landlord) and hold harmless the Landlord, its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs,

liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) relating to or in connection with the presence or suspected presence of hazardous or toxic substances or materials ("hazardous substances") in or on the Premises or areas adjacent to the Premises, to the extent the hazardous substances are present as a result of the negligence, willful conduct or other acts of Tenant, Tenant's agents, employees, contractors or invitees, or which are present because the hazardous substances were physically placed upon the Premises during the term of this Lease.

9.3 Disposal of Non-Hazardous Waste Materials. All non-hazardous waste materials will be disposed of by Tenant properly and in accordance with all applicable laws and regulations.

9.4 Compliance with Law. Tenant will not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Tenant will at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.

10. INSURANCE; INDEMNITY.

10.1 Public Liability Insurance. Tenant, at its own expense, will procure and maintain in effect comprehensive public liability insurance coverage with limits of not less than __two__ Million Dollars ($2,000,000.00) combined single limits; insuring against any and all liability of Tenant with regard to the Premises or use or occupancy thereof. In no event will the limits of said policies be considered as limiting the liabilities of Tenant under this Lease. The above-stated minimum policy limits will be subject to periodic review by the Landlord, and may be reasonably adjusted for inflation.

10.2 Casualty Insurance. Landlord will maintain property insurance on the Premises and will charge Tenant for such insurance in accordance with Section 7.1.2 above. However, Tenant understands and acknowledges that such insurance does not cover the personal property of Tenant located on the Premises, and may not cover fixtures installed by Tenant. Tenant, at its expense, will maintain fire and extended coverage insurance covering all inventory, equipment and other personal property located on the Premises. Upon request by Landlord, Tenant will provide proof of such insurance. The Landlord will have no liability whatsoever for any loss or damage to property of Tenant. Tenant agrees that with respect to any such insurance on its property in or about the Premises, the carrier will not be subrogated to any claim of Tenant against Landlord, or Landlord's agents or employees. Tenant agrees to indemnify, defend (using counsel acceptable to Landlord) and hold harmless Landlord from any expense, costs or damages, incurred by reason of any claim or action based in whole or in part upon such subrogation, including all attorneys' fees incurred by Landlord in connection with such claim or action.

10.3 Insurance Policies. All insurance policies (except the fire and extended coverage insurance on Tenant's personal property) will name Landlord as an additional insured and will be with companies and with loss-payable clauses satisfactory to Landlord, and copies of policies or certificates evidencing such insurance will be delivered to Landlord by Tenant. No such policy will be cancelable or amendable except after thirty (30) days' written notice to Landlord.

10.4 Waiver of Subrogation. Landlord and Tenant mutually agree to waive their right of recovery against each other, and their respective officers, employees or agents, for losses or damages occurring to the Premises, improvements, contents, other property of the waiving party or under its control, or business interruptions related to the loss or damage to such property. However, this waiver will not apply to

losses which are not covered under reasonable fire and extended coverage insurance acquired by Landlord, or to the extent of reasonable deductibles or co-insurance provisions within Landlord's policy. Permission to grant this waiver is to be included in the provisions of the insurance policies now carried by both Landlord and Tenant. The continuation of this mutual waiver of subrogation is subject to the insurance continuing to grant this option on renewal policies.

10.5 Indemnification. Tenant agrees to indemnify, defend, and hold harmless Landlord, its employees and its agents from any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments and expenses, including reasonable attorney's fees and costs, and litigation-related expenses arising out of: (a) any injury or damage, however occurring, on or about the Premises, except to the extent such claims or expenses are caused by the gross negligence or willful misconduct of Landlord, its agents or employees, (b) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant, or (c) any breach, violation or non-performance of any provision in this Lease by Tenant or any person claiming under Tenant. The provisions of this Section shall survive the expiration or earlier termination of this Lease. If any action or proceeding is brought against Landlord or its employees or agents by reason of any such claims for which Tenant has indemnified Landlord, tenant, upon written notice from Landlord, shall defend the same at Tenant's expense with counsel approved by Landlord. The limits of Tenant's insurance coverage with respect to the Premises shall in no way imply any limitation to Tenant's indemnification obligations hereunder.

10.6 Waiver and Release. Landlord and its employees and agents will not be liable for any loss or injury to persons or damage to property, in or about the Premises, from any cause, which at any time may be suffered by Tenant or by its invitees or employees or agents, except to the extent said damage is caused by or resulting solely from the gross negligence or willful misconduct of Landlord, its agents or employees without contributory negligence on the part of Tenant or any other Tenants or occupants of the Premises. Tenant, as a material part of the consideration to Landlord for this Lease, by this Section waives and releases all claims against Landlord, its employees and agents and each of their respective affiliates, with respect to all matters for which such parties have disclaimed liability pursuant to the provisions of this Lease. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

11. RECONSTRUCTION AND RESTORATION.

11.1 Minor Damage. If during the term hereof, the Premises are damaged by fire or other perils covered by the fire and extended coverage insurance on the Premises, and such damage is not substantial, Landlord will promptly repair such damage at Landlord's expense after the application of all insurance proceeds, and this Lease will continue in full force and effect.

11.2 Substantial Damage. If during the term hereof the Premises are destroyed or damaged by fire or other perils covered by the insurance, and if such damage is substantial, or if damaged by an uninsured peril where the estimated cost of repair exceeds eight (8) months' rent, Landlord may at its option either (a) promptly repair such damage at Landlord's expense, in which event this Lease will continue in full force and effect, or (b) cancel this Lease as of the date of such damage, by giving Tenant written notice of its election within thirty (30) days after the date Tenant notifies Landlord of such damage. If Landlord will elect option (a), Landlord will include in the notice a good faith estimate of the time Landlord expects to complete such repairs. If the estimated completion date for the repairs is more than one hundred eighty (180) days after the date Tenant notifies Landlord of such damage, Tenant will have an option to cancel this Lease as of the date of the occurrence of such damage by giving Landlord written notice of its election to do so within twenty (20) days after the date Tenant receives the notice from Landlord as to the expected date of completion of the repair work.

Notwithstanding any other provision in this Section 11, if damage to the Premises is caused by Tenant, and such damage is not subject to waiver of subrogation under Section 10.4, then Tenant will be responsible for repair and rent will not abate during the repair period.

11.3 Abatement of Rent. If the Premises are destroyed or damaged and Landlord repairs or restores them under this section, Tenant will continue the operation of this business in the Premises to the extent reasonably practicable, and the rent payable hereunder for the period during which such damage, repair or restoration continues will be abated in proportion to the proportion of usable Premises space compared to the total Premises space. The Tenant will have no claim against Landlord for any damage suffered by Tenant by reason of such damage, destruction, repair or restoration.

11.4 Definition of Substantial. For the purpose of this Section 11, substantial damage to the Premises will mean damage to the Premises the estimated cost of repair of which exceeds twenty five percent (25%) of the then estimated replacement cost of the improvements to the Premises. The good faith determination by Landlord of the estimated cost of repair and replacement cost will be prima facie evidence for the purpose of this Section.

12. ASSIGNMENT AND SUBLETTING. Tenant will not sublease all or any portion of the Premises or assign this Lease without Landlord's prior written consent. If Tenant is a corporation or association, the sale or assignment of any stock or interest in such corporation or association (for other than security purposes) in the aggregate in excess of forty-five percent (45%) in any two-year period, will be deemed an assignment within the meaning and provisions of this Section. Tenant agrees to reimburse Landlord for Landlord's reasonable costs and attorney's fees incurred with the documentation of such assignment or other transfer of this Lease or Tenant's interest in and to the Premises. No assignment or sublease by Tenant will serve to relieve Tenant, or any guarantor of Tenant's obligations under this Lease, from continuing liability under this Lease, unless Landlord expressly releases any such person from liability in writing.

13. CONDEMNATION.

13.1 Entire or Substantial Taking. If the entire Premises, or so much thereof as to make the balance not reasonably adequate for the conduct of Tenant's business (notwithstanding restoration by Landlord as herein provided) will be taken under the power of eminent domain, this Lease will automatically terminate on the date the condemning authority takes possession.

13.2 Partial Taking. In the event of any taking under the power of eminent domain which does not so result in a termination of this Lease, the monthly rental payable hereunder will be reduced, effective on the date the condemning authority takes possession, in the same portion as the value of the Premises after the taking relates to the value of the Premises prior to the taking. Landlord will promptly, at its sole expense, restore the portion of the Premises not taken to as near its former condition as is reasonably possible, and this Lease will continue in full force and effect.

13.3 Awards. Any award for taking of all or any part of the Premises under the power of eminent domain will be the property of the Landlord, whether such award will be made as compensation for diminution in value of the leasehold or for taking of the fee. Nothing herein, however, will be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to or cost of removal of Tenant's trade fixtures and removable personal property, or for damages for cessation or interruption of Tenant's business.

14. LIENS AND ENCUMBRANCES. Tenant agrees that it will pay all costs for work done or caused to be done by it on the Premises, and Tenant will keep the Premises free and clear of all mechanic's and other liens on account of work done for Tenant or persons claiming under Tenant. Should any claim of lien be filed against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action will promptly give the other party written notice thereof. In the event a dispute between Tenant and a third party having lien rights arising from work performed for Tenant results in litigation to enforce such lien right in which Landlord or any party deriving rights from Landlord is named a party defendant, defense of such action will, at Landlord's option, and using counsel approved by Landlord, immediately be assumed by Tenant. Tenant will appear and defend Landlord and any parties deriving interest through Landlord or will pay any costs or attorney's fees incurred by Landlord or parties deriving interest through Landlord in respect to their own defenses to such action and will indemnify and hold Landlord and parties deriving interest through Landlord harmless from any judgment arising out of such litigation.

15. SURRENDER OF PREMISES.

15.1 Surrender of Premises. Tenant will promptly surrender possession of the Premises to Landlord upon the expiration or prior termination of the Lease. The Premises will be surrendered in the same condition as they were at the commencement of the Lease term, normal wear and tear excepted, damages covered by insurance excepted, and acts of God excepted.

15.2 Holding Over. Any holding over by Tenant after the expiration or termination of the Lease will be construed to be a tenancy at will, terminable at any time by Landlord. Tenant shall pay to Landlord two times the rental amount for the month immediately preceding the expiration of the Term of this Lease, and in addition thereto, without limiting the liability of Tenant for its unauthorized occupancy of the Premises, Tenant shall indemnify, defend and hold harmless Landlord and any replacement tenant of the Premises for any loss, cost, liability, expenses, or damages suffered by Landlord or the replacement tenant (including reasonable attorneys' fee) resulting from Tenant's failure timely to vacate the Premises. The provisions of this section shall not exclude Landlord's right of re-entry or any other right hereunder.

15.3 Sub-Tenancies. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall terminate all and any existing subtenancies, or may, at the option of Landlord, operate as an assignment to it of any and all such subtenancies.

16. DEFAULT BY TENANT.

16.1 Default. The occurrence of any one or more of the following events will constitute breach of this Lease by Tenant:

16.1.1 Failure to Pay Rent. The failure by Tenant to make any payment of monthly rent, Tenant's costs, or any other payment required to be made by Tenant hereunder, as and when due.

16.1.2 Failure to Perform. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than payment of rent, where such failure will continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant.

16.1.3 Bankruptcy. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or by the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition or reorganization or arrangement under any law relating to

bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days filing); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days after appointment of said trustee or receiver, or the filing of a petition for the appointment of the same, whichever will first occur.

16.1.4 **Vacating the Premises.** The vacating or abandonment of the Premises by Tenant. Tenant will be conclusively deemed to have abandoned the Premises upon removal of all or substantially all personal property of Tenant from the Premises (unless prior written notice was given to Landlord explaining the basis for such removal and that occupancy was intended to be re-commenced within twenty (20) days).

16.2 **Remedies in Default.** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

16.2.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease will terminate and Tenant will immediately surrender possession of the Premises to Landlord. In such event Landlord will be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to:

(i) the cost of recovering possession of the Premises; and

(ii) expenses of reletting, including necessary renovation and alteration of the Premises; and

(iii) reasonable attorneys' fees, any real estate commission actually paid, and that portion of the leasing commission, if any, paid by Landlord with respect to this Lease, applicable to the unexpired term of this Lease; and

(iv) all unpaid rent due at the time of award by the court having jurisdiction thereof, plus interest as provided below; plus the worth at the time of the award of all unpaid rent and other charges required herein for the balance of the Lease term after the time of such award, except to the extent that Tenant proves such amount can reasonably be avoided by reletting the Premises; and

(v) any other amount, including reasonable attorneys' fees and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default; and

(vi) if Landlord has financed any Tenant Improvements and the cost of such improvements is being amortized over a period of time during the Lease term, Landlord may accelerate and declare the entire unreimbursed balance of financed Tenant improvement costs immediately due and payable.

Unpaid installments of rent or other sums will bear interest from the date due at the rate of twelve percent (12%) per annum (or the maximum legal rate if lesser and applicable). In the event Tenant will have abandoned the Premises, Landlord will have the option of (1) retaking possession of the Premises and recovering from Tenant the amount specified in this Section 16.2.1, or (2) proceeding under Section 16.2.2. As used in this paragraph, the term "the worth at the time of award" is to be computed by discounting by the amount of the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

16.2.2 Maintain Tenant's right to possession, in which case this Lease will continue in effect whether or not Tenant will have abandoned the Premises. In such event, Landlord will be entitled to all of Landlord's rights and remedies under this Lease including the right to recover the rent as it becomes due hereunder.

16.2.3 Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises are located.

16.3 **Late Charges.** In addition to all other remedies available for nonpayment, if the amount due from the Tenant is not received by the Landlord on or before the tenth (10th) day following the date upon which such amount is due and payable, a late charge of five percent (5%) of said amount owed will become due and payable as additional rent hereunder, which represents a fair and reasonable estimate of the processing and accounting costs that Landlord will incur by reason of such late payment.

17. **NOTICES.** Any notice, consent, approval or other communication required or permitted pursuant to this Lease shall be in writing and shall be deemed to have been given (i) when delivered by hand, (ii) when delivered by first class registered or certified mail, postage prepaid, return receipt requested, (iii) when delivered by a nationally recognized overnight courier with written proof of delivery, in any case addressed to the parties at the address below:

to Landlord: Genuine Ventures, LLC
P.O. Box 21082
Juneau, AK 99802
Attn: Tracy LaBarge

to Tenant: JBT Dev, LLC
PO Box 20842
Juneau, AK 99801
Attn: John S Nemeth

Either Landlord or Tenant may change its address for purposes of this provision by giving written notice of such change to the other party in the manner stated herein.

18. **LANDLORD'S FINANCING.** This Lease will automatically be subordinate to any deed of trust, mortgage and other security instruments now existing or hereafter placed on the leased Premises or any part thereof by the Landlord and all advances made or to be made thereunder. Within ten (10) days of presentation, Tenant will execute, acknowledge, and deliver to Landlord (i) any subordination or nondisturbance agreement or other instrument that Landlord may require to carry out the provisions of this Section, provided that such agreement will provide that as long as Tenant is not in default after notice and the expiration of any applicable cure period, the holder of such deed of trust, mortgage or other security instrument will not disturb or impair Tenant's possession of the Premises and its rights under this Lease and (ii) any estoppel certificate requested by Landlord, with any such mortgagee or beneficiary certifying in writing, if such be true, that Tenant will be in occupancy and that the Lease is in full force and effect, and the dates to which the rent and other charges will have been paid, and that there will be no rental offsets or claims.

19. **[SIGNAGE**. Tenant will not place upon or install in windows or other openings or exterior sides of doors or walls of the Premises any symbols, drapes, or other materials without the prior written consent of Landlord. Tenant will observe and comply with the requirements of all laws applicable to signage.]

20. MISCELLANEOUS.

20.1 Waivers. No waiver by Landlord of any provision of this Lease will be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval will not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant, whether or not similar to the act so consented to or approved.

20.2 Limitation on Recourse. Tenant shall look solely to Landlord's interest in the Premises for the recovery of any judgment, covenant, agreement, or obligation under this Lease, or otherwise, from Landlord. Landlord and its employees and agent shall not be personally liable for any such judgment or claim.

20.3 Interest on Past Due Obligations. Any amount due from Tenant to Landlord hereunder which is not paid when due will bear interest at the rate of one and a half percent (1.5%) per month, or the highest legal rate, if applicable, from the date due until paid, but the payment of such interest will not excuse or cure any default by Tenant.

20.4 Construction.

20.4.1 This Lease will be construed and governed by the laws of the State of Alaska;

20.4.2 The invalidity or unenforceability of any provision hereof will not affect or impair any other provisions hereof;

20.4.3 This Lease constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof;

20.4.4 This Lease may not be modified or amended except by written agreement signed and acknowledged by both parties;

20.4.5 Time is of the essence of this Lease in each and every provision hereof;

20.4.6 Nothing contained herein will create the relationship of principal and agent or of partnership or of joint venture between the parties hereto and no provisions contained herein will be deemed to create any relationship other than that of Landlord and Tenant; and

20.4.7 Tenant has had the opportunity to have this document reviewed by counsel of its choice. Tenant agrees that no interpretation or construction will be made with respect to this document based on which party drafted the document.

20.5 Successor. Subject to any limitations on assignments herein, all of the provisions of this Lease will inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

20.6 Costs and Attorneys' Fees. If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party will have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party will be entitled to recover reasonable

attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

20.7 Jurisdiction and Venue. The parties hereto do hereby consent to jurisdiction and venue of the state courts in the First Judicial District in the State of Alaska.

21. [OPTION TO RENEW. If Tenant is not in default after notice and the expiration of any applicable cure period, Tenant, at its option, may obtain 5 renewals of this Lease for further terms of two (2) years each, upon the terms and conditions herein stated. Tenant will exercise this option to renew by giving Landlord written notice of intention to renew not less than six (6) months prior to the expiration of each applicable term.]

22. BROKERS; COMMISSIONS. If either party has engaged a real estate agent or broker to represent it in connection with this transaction, that party will be solely liable for the payment of any fees or commissions due such agent or broker and will indemnify the other party from and against liability for any such fees or commissions.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have entered into this Lease as of the date first written above.

TENANT:

JBT DEV, LLC,
an Alaska limited liability company

By: _____
Printed Name: John S Nemeth
Its: President

LANDLORD:

GENUINE VENTURES, LLC,
an Alaska limited liability company

By: _____
Printed Name: Tracy LaBarge
Its: Owner

EXHIBIT A
Legal Description

Lot 7A-1, a replat of Lots 7A and 8A, MASON INDUSTRIAL PARK NO. 2, according to the official plat thereof, filed under Plat Number 85-28, Records of the Juneau Recording District, First Judicial District, State of Alaska.

GSB:7736095.1

A L A S K A

2015-005984-0

Recording Dist: 101 - Juneau
11/12/2015 11:24 AM Pages: 1 of 2

File for Record at Request of:
First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name: **Genuine Ventures, LLC**

Address: **PO Box 21082**
Juneau, AK 99802

File No.: **0231-2548053 (JV)**

STATUTORY WARRANTY DEED

THE GRANTOR, **Horst A. Schramm dba Horsts Beetle and Bunny Service**, whose mailing address is **3112 Wildmeadow Lane, Juneau, AK 99801**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,** in hand paid, conveys and warrants to **Genuine Ventures, LLC**, residing at **PO Box 21082, Juneau, AK 99802,** the following described real estate, situated in the **Juneau** Recording District, **FIRST** Judicial District, State of **Alaska**:

Lot 7A-1, a replat of Lots 7A and 8A, MASON INDUSTRIAL PARK NO. 2, according to the official plat thereof, filed under Plat Number 85-28, Records of the Juneau Recording District, First Judicial District, State of Alaska.

SUBJECT TO reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

Dated: November 5th, 20 15.

eRecorded Document

Horst A. Schramm dba Horsts Beetle and
Bunny Service

By: Horst A Schramm
Name: Horst A. Schramm
Title:

STATE OF Alaska)
) ss.
FIRST Judicial District)

THIS IS TO CERTIFY that on this **Fifth day of November, 2015**, before me the undersigned Notary Public, personally appeared **Horst A. Schramm dba Horsts Beetle and Bunny Service,** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

STATE OF ALASKA
NOTARY PUBLIC
Julia S. Voelckers
My Commission Expires Feb 26, 2016

Notary Public in and for Alaska
My commission expires 02/26/2016