Northern Lights Land, LLC Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective on July 1, 2017, by and between Northern Lights Land, LLC ("Landlord") and Arctic Farm, LLC ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 2967 Rex St, Houston, AK 99694 (the "Premises") and legally described as follows: Plat 1977-21 recorded in the Palmer Recording District as Block 1, Lot 9, Denlow Business Park.

Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning July 1st, 2017 and ending June 30th, 2022. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, then the commencement of this agreement shall be adjusted to the date when Tenant has actual possession. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of five (5) years. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Rent is due on the first day of every third month beginning with January 1st, 2018. Each rental payment shall be made at a place and in a manner agreed to by both parties. The amount of rent will be 100% of Tenant's revenue less state and city taxes and expenses ("Profit"). The amount of rent will be reduced to 50% of Tenant's Profit once Tenant pays a total of $175,000 in rental payments. The amount of rent paid by Tenant will not exceed $175,000 annually at any time regardless of Tenant's Profit. Tenant reserves the right to make additional payments at anytime.

B. If Tenant has not paid a total of $300,000 in rental payments by the end of the Initial Term, the remaining balance will be due July 1st, 2022.

C. The rental for any renewal lease term, if created as permitted under this Lease, shall be identical to the original lease terms.

3. Use

Notwithstanding the foregoing, Tenant shall have the right to conduct activities associated with any and all legal businesses.

4. Sublease and Assignment.

Tenant shall have the right with Landlord's written consent, to assign this Lease to another person or corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets.

5. Repairs.

During the Lease term, Tenant shall make at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, including major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant shall have the right after obtaining Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. Except personal property, all additions, equipment, machinery, trade fixtures and temporary installations, acquired or installed by Tenant shall become Landlord’s property free and clear of any claim by Tenant.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

Tenant and Landlord shall acquire and maintain all required insurance at their own respective expense.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right, after giving 24 hours or more notice, to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby interfere with Tenant's business on the Leased Premises or violate any laws.

12. Parking.

During the term of this Lease, Tenant shall have the exclusive use of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed by local laws and ordinances.

13. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Tenant shall repair such damage at their own cost.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may re-enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages. In the event of any entry or taking possession of the premises by Landlord pursuant to the terms of this Lease, Landlord shall have the right,

but not the obligation to remove from the premises all personal property, with the exception of marijuana and marijuana products. Landlord shall contact the Alaska Marijuana Control Office if any marijuana or marijuana products needs to be removed.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. Condemnation.

If any legally, constituted authority condemns the Premises or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Security Deposit.

Tenant shall not provide a security deposit to Landlord.

19. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:
If to Landlord to:

Northern Lights Land, LLC
PO Box 770476
Eagle River, AK 99577-0476

If to Tenant to:

Arctic Farm, LLC
PO Box 141983
Anchorage, AK 99514

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

20. First Right of Refusal

Tenant reserves their first right of refusal if Landlord desires to sell the property. Once Tenant pays a total of $1,250,000 in rental payments, Tenant reserves the option to purchase the Premises and all the assets on the Premises from Landlord at the fair market value as determined by an appraiser having no interest in and mutually selected by Tenant and Landlord ("Appraiser"). If Tenant and Landlord are unable to agree upon an Appraiser, then they each shall select an Appraiser. If the selected Appraisers are unable to agree on the fair market value, the two Appraisers shall select a third Appraiser and the three Appraisers shall determine the fair market value by majority agreement. Determination of the fair market value by the Appraiser or Appraisers shall be conclusive and binding on all parties. Tenant shall pay all costs of an Appraiser mutually selected by Tenant and Landlord. All costs of an individually selected Appraiser shall be borne by the party selecting that Appraiser. Tenant and Landlord shall share all costs of the third Appraiser equally.

21. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect

any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

28. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

29. Governing Law.

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

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Northern Lights Land, LLC [Landlord] Andrew Fierro	9-24-17 Date
Northern Lights Land, LLC [Landlord] Janet Hansten	9.24.17 Date
Northern Lights Land, LLC [Landlord] Sue Maurice	Sept. 23, 2017 Date
Northern Lights Land, LLC [Landlord] Diane Miller	9.24.17 Date
Northern Lights Land, LLC [Landlord] Shane Thom	9-24-17 Date
Northern Lights Land, LLC [Landlord] Elaine Zimmerman	09-21-17 Date
Arctic Farm, LLC [Tenant] Jonathan Cortez	9/24/17 Date
Arctic Farm, LLC [Tenant] Cameron Rollins	9/24/17 Date