Sublease Agreement

This Sublease Agreement (this "***Lease***") is dated as of __August 1_____, 2017, by and between ForgetMeNot Enterprises, Inc, an Alaska Corporation ("***Tenant***"), and Aurora Management, LLC, a Nevada limited liability company domesticated in the State of Alaska ("***Landlord***").

WHEREAS, Landlord wishes to lease a portion of the building located at 8505 Old Dairy Road, Juneau, Alaska 99801, that is legally described on Exhibit A ("***Real Property***"), which leased premises contains approximately 1,600 square feet and is depicted in Exhibit B (the "***Leased Premises***").

NOW, **THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, in accordance with this Lease, the Leased Premises, together with rights of ingress and egress pertaining thereto.

Term. The term of this Lease shall be for five (5) years, commencing August 1, 2017 and ending May 31, 2022 (the "***Initial Term***"), unless sooner terminated in accordance with the terms of this Lease. After the Initial Term and any successive additional term, the parties hereto may renew this Lease for a successive five (5) year term (a "***Renewal Term***" and, together with the Initial Term, the "***Term***") if the parties agree to such renewal at least ninety (90) days prior to the end of the then-current Term. If the parties do not agree to renew this Lease at least ninety (90) days prior to the end of the then-current Term, this Lease shall terminate at the conclusion of such Term.

2. Early Termination.

a. By Landlord. Landlord shall have the right upon Landlord's sole election, upon five (5) days prior written notice to Tenant, to terminate this Lease (i) in the event that the owner of the Leased Premises' bank commences an action, or threatens to commence an action against the owner or the Landlord alleging that this Lease, or any operations under the Lease or any sublease, violates the owner's and/or Landlord's contractual obligations pursuant to its obligations under its loan agreements with owner's or Landlord's bank, or (ii) the seizure by any governmental authority seeking forfeiture of the Leased Premises, whether or not a court proceeding has actually commenced. In addition to the indemnification below, Tenant agrees to indemnify and hold harmless Landlord from and against any damages or losses Landlord incurs as a result of an early termination event.

b. By Either Party. At any time during the third year of the Initial Term, either party may terminate this Lease for any reason by providing the other party at least ninety (90) days written notice of such election to terminate this Lease and the effective date for such termination.

3. Use of the Leased Premises. Tenant shall use and occupy the Leased Premises for operation of a cannabis cultivation facility, a cannabis retail store and a cannabis products manufacturing facility and related marketing services (collectively referred as the "***Business***") and for no other purposes. Tenant shall not occupy nor use all or any part of the Leased Premises nor permit the Leased Premises to be occupied or used for any purpose other than as provided for in this Lease, nor for any illegal purpose (except for matters related to marijuana cultivation, distribution, sales or related conduct, as to which invalidity or illegality shall be determined solely in accordance with Alaska law and local laws, rules and regulations, without regard to federal laws).

4. Rent and Other Sums to be Paid by Tenant.

a. Base Rent.

i. Subject to Section 4.a.i and Sections 4.b through 4.h, during the Initial Term, Tenant shall pay Landlord annual base rent of $96,000 (the "***Base Rent***"), which shall be payable in twelve (12) equal consecutive monthly installments of $8,000 on the first day of each month, in advance. Partial months shall be prorated.

ii. Tenant's monthly installments of Base Rent shall be deferred until the Tenant receives the first revenue derived from the sale of any products and/or services sold or rendered, in, about or from the Leased Premises by the Tenant or Tenant's subtenants, licensees or concessionaires ("***Deferral Period***") (provided, that notwithstanding such deferral of Base Rent, all other sums that may become due under this Lease during the Deferral Period shall be payable as provided for in this Lease). Tenant must pay all such deferred Base Rent ("***Deferred Base Rent***") on or before the first day of the calendar quarter immediately following the date of the first received revenue as described above in this Section 4.a.ii (such quarter, the "***Reconciliation Period***"). The deferral of Base Rent is conditioned upon the full performance by the Tenant of all other obligations under this Lease. The parties hereby agree that it will not be an Event of Default under this Lease for Tenant to defer payment of the Base Rent during the Deferral Period, provided that Tenant pays all the Deferred Base Rent during the Reconciliation Period. If Tenant fails to pay Deferral Base Rent in the Reconciliation Period, then failure to pay the Deferred Base Rent during the Deferral Period shall be an Event of Default and Landlord may exercise any and all rights and remedies available to it under this Lease or at law or equity.

b. Gross Retail Sales Payments.

i. In addition to the payment of the Base Rent, during the Initial Term and any Renewal Term, to the extent that Tenant's monthly Gross Retail Sales (as defined below) at the Leased Premises exceed the monthly Base Rent payable under this Lease (the amount of such excess, the "***Excess Amount***"), Tenant shall pay to Landlord an amount equal to 30% of such Excess Amount (the "***Gross Sales Payment***"). By way of example, if the Tenant's Gross Sales for January are $50,000 and Base Rent for January is $8,000, the Gross Sales Payment for January is $12,600(30% of the $42,000 Excess Amount).

ii. Tenant shall submit to Landlord on or before ten (10) days following the completion of each calendar quarter (a) a written statement certified by the Tenant

to be true and correct showing in reasonable and accurate detail the amount of gross receipts for the preceding calendar quarter; (b) a copy of Tenant's sales tax return filed with the Alaska Department Revenue for such quarter; and (c) an audit report prepared and signed by Tenant's accountant or chief financial officer. Such quarterly statements shall be accompanied by a payment of the Gross Sales Payment, if any, due for such quarter. Landlord will keep confidential all such statements and tax returns.

iii. Tenant shall keep upon the Leased Premises, or at its primary office, books and records in accordance with the generally accepted accounting principles, in which shall be recorded Gross Sales. The books and records of accounts shall also include all federal, state and local tax returns of the Tenant relating to Tenant's sales at the Leased Premises. Such books and records shall be open to the inspection of the Landlord or its authorized agents at all reasonable times during business hours, at any time during the Term and for a period of at least one (1) year after the termination of this Lease. If Landlord audits Tenant's records and any such audit shows that the amount of Gross Sales on Tenant's statements to the Landlord were understated by more than one percent (1%), Tenant, in addition to paying the Gross Sales Payment due for such understatement together with interest at 18% per annum, shall pay to the Landlord the cost of the audit, including, but not limited to, any accounting and/or attorney fees and any related fees.

iv. "***Gross Retail Sales***" means the amount of sales of all products and services sold or rendered, in, about or from the Retail Portion of the Leased Premises by the Tenant or Tenant's subtenant, licensees or concessionaires, whether for cash or any charge, credit or times basis, without reserve for deduction for inability or failure to collect, including, but not limited to, such sales and services: (A) where orders originates at or are accepted by Tenant at the Leased Premises, but delivery thereof is made from or at a place other than the Leased Premises.

c. Additional Rent Based Upon Reimbursement to Landlord. If Tenant fails to comply with or to perform any of the terms, conditions and covenants of this Lease, Landlord may carry out and perform such terms, conditions and covenants, at the expense of Tenant, which expense shall be payable by Tenant, as additional rent, upon the demand of Landlord, together with 5% interest, which interest shall accrue from the date of Landlord's demand.

d. Additional Rent Based Upon Late Payment. If Tenant defaults, for more than five (5) days in the payment of any monthly installment of Base Rent, additional rent or any of the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant shall pay Landlord, as additional rent, a late charge of 5% of the rent or expense.

e. Additional Rent Based Upon Landlord's Legal Expenses in Enforcing Lease. As additional rent, Tenant shall pay Landlord all reasonable attorneys' fees that may be incurred by Landlord in enforcing Landlord's rights under this Lease; provided, however, that if Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then in such case

Tenant shall not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.

f. Additional Rent Based Upon Taxes. If at any time during the Term a tax or charge shall be imposed by the state of Alaska or the Borough or municipality in which the Leased Premises is located, pursuant to any future law, which tax or charge shall be based upon the rent due or paid by Tenant to Landlord, then Tenant shall pay Landlord, as additional rent, such tax or charge. The foregoing shall not require payment by Tenant of any income taxes assessed against Landlord or of any capital levy, franchise, estate, succession, inheritance or transfer tax due from Landlord.

g. Taxes. Tenant shall be solely responsible for all taxes and assessments arising out of the operation of the Leased Premises during the Term (including any holdover), including real property taxes assessed against the Leased Premises (but excluding Landlord's income taxes). Each year, Landlord shall invoice Tenant upon receipt of a property tax bill for the Leased Premises, and such amount shall be paid along with the rent payment next due. Landlord shall ensure for the timely payment directly to the governmental authority of all taxes payable during the Term. The property taxes for the last year to commence during the Term shall be prorated on the basis of the number of days in such year elapsing during the Term and Landlord shall refund any overpayment to Tenant within fifteen (15) days of expiration or earlier termination of the Term.

h. Holdover.

i. Tenant agrees that if for any reason Tenant or any subtenant of Tenant fails to vacate and surrender possession of the Leased Premises or any part thereof on or before the expiration or earlier termination of this Lease, then Tenant's continued possession of the Leased Premises shall be as a month-to-month tenancy, during which time, without prejudice and in addition to any other rights and remedies Landlord may have hereunder or at law, Tenant shall (i) pay to Landlord an amount equal to 50% of the rent amount specified in Section 4.a in addition to the regularly recurring rent payable hereunder prior to such termination; and (ii) comply with all other provisions of this Lease. The month-to-month tenancy may be terminated by Landlord at the end of any month upon thirty (30) day's prior written notice.

i. Payment Method and Location. All payments due and payable to Landlord hereunder shall be mailed or delivered directly by hand to the Landlord at 8505 Old Dairy Road, Juneau, Alaska 99801 or any other address given to Tenant during the Term. All payments by Tenant under this Lease shall be paid in cash or such other method agreed by the parties.

5. Condition, Repair and Maintenance of the Leased Premises.

a. Tenant Obligations.

i. Triple Net Lease. The parties agree and acknowledge that this Lease is intended as a "triple net lease" and that Tenant accordingly will have all such obligations commonly attributable to such lease.

ii. No Damage to Walls. Tenant shall not damage any wall or disturb the integrity and support provided by any wall and shall, at its own expense, promptly repair and replace any damage or injury to any wall caused by Tenant or any Tenant Representative. "***Tenant Representative***" means any partner, owner, manager, contractor, employee, agent, licensee, assignee, sublessee, customer, client or invitee of Tenant.

iii. Cleaning. Cleaning of the Leased Premises and the restrooms situated on the second floor of the Real Property shall be the sole responsibility of the Tenant. Tenant shall keep the Leased Premises and the restrooms clean and sanitary at all times and remove all rubbish, garbage and other waste in a clean, tidy and sanitary manner. In the event that the Tenant fails to keep the restrooms clean, Landlord reserves the right to clean the restrooms and recover a twenty five dollar ($25) per hour cleaning charge from the Tenant as additional rent. At the expiration or termination of this Lease, Tenant shall deliver the Leased Premises to the Landlord in good order and repair, subject to ordinary wear and tear, and all disposal and clean-up shall be in accordance with all federal, state and local laws, rules and regulations.

iv. Services and Utilities. Tenant shall, at Tenant's own expense, arrange and pay directly for separately metered utility services for the Leased Premises, including, but not limited to, refuse, electricity, water, sewer, standby water for sprinkler, gas, telephone and all other utilities and other communication services, in its own name, effective as of the commencement of this Lease, and shall pay the cost directly to the applicable utility, including any fine, penalty, interest or cost that may be added thereto for non-payment thereof. Notwithstanding the foregoing, commencing August 1, 2017 until such time as the separately metered utilities are installed on the Leased Premises, which shall be no later than sixty (60) days from the Leases commencement date, Tenant shall pay $[1000 .00], per month as additional rent, which amount represents a proportionate share of all utilities to the Real Property; provided, however, that such utilities are customary and ordinary utilities and usage is reasonable for a general business.

v. Material Changes.

1. With respect to alterations, additions or improvements to the Leased Premises that are to be made to comply with any applicable Laws (as defined below), or any alteration, addition or improvement that would cost at least $1,000 (collectively, "***Material Changes***"), Tenant may make such Material Changes, only with the prior written consent of Landlord; provided, further, that Tenant shall not make any physical change, alteration or modification of the Leased Premises without complying with applicable state and local marijuana laws, rules and regulations. Tenant shall provide Landlord with prior written notice of its intent to make any Material Changes together with plans and specifications for the same. Tenant is solely responsible for the cost of any Material Changes. Tenant shall pay any contractors or other third parties that make any Material Changes.

2. All Material Changes consented to by Landlord shall be performed by Tenant in a good, workmanlike and lien free manner, in compliance with all Laws. Tenant shall not permit any liens to be filed against Landlord's property as a result of such alterations, improvements and additions and Tenant shall indemnify and hold harmless Landlord

against any claims, loss liability, damages, judgments and costs, including attorney's fees and litigation expenses, resulting from such work. Landlord may, at its sole option, exercisable by written notice to Tenant within ten (10) days after Tenant submits plans and specifications to Landlord for any Material Changes, elect to require Tenant to remove, at Tenant's expense, all Material Changes upon the expiration or earlier termination of the Term and restore the Leased Premises to the condition they were in at the time the Leased Premises were delivered to Tenant. Any Material Changes not required by Landlord to be removed by Tenant shall, upon such expiration or earlier termination, be and become the property of Landlord.

3. Material Changes do not include movable partitions and the like and Tenant's trade fixtures that are removable without material damage to the Leased Premises, even though affixed in such a manner as, under the laws wherein the Leased Premises is located, might be considered to be a fixture and part of the real estate. Tenant shall, at the termination of this Lease, remove all such movable partitions, machinery, equipment and trade fixtures and other personal property that are owned by Tenant at the time of termination of this Lease. In all cases, Tenant shall repair any damage to the Leased Premises occasioned by such removal and shall restore the Leased Premises to the condition they were in at the time the Leased Premises were delivered to Tenant, such restoration to be completed on or before the expiration or earlier termination of this Lease, at Tenant's own expense.

vi. Cosmetic Improvements.

1. If Tenant wish to make any alterations, additions or improvements that are not required pursuant to any Laws or that cost less than $1,000 (collectively, "***Cosmetic Improvements***"), Tenant may make such Cosmetic Improvements without the Landlord's prior written consent; provided, however, that Tenant shall not make any physical change, alteration or modification of the Leased Premises without complying with applicable state and local marijuana laws, rules and regulations. Tenant shall provide Landlord with prior written notice of its intent to make any Cosmetic Improvements, together with plans and specifications for the same. Tenant shall be solely responsible for the cost of any Cosmetic Improvements. Tenant shall pay any contractors or other third parties that make any Material Changes.

2. All Cosmetic Improvements shall be performed by Tenant in a good, workmanlike and lien-free manner, in compliance with all Laws, if any. Tenant shall not permit any liens to be filed against Landlord's property as a result of such alterations, improvements and additions and Tenant shall indemnify and hold harmless Landlord against any claims, loss liability, damages, judgments and costs, including attorney's fees and litigation expenses, resulting from such work. Landlord may, at its sole option, exercisable by written notice to Tenant within ten (10) days after Tenant submits plans and specifications to Landlord for any Cosmetic Improvements, elect to require Tenant to remove, at Tenant's expense, all Cosmetic Improvements upon the expiration or earlier termination of the Term and restore the Leased Premises to the condition they were in at the time the Leased Premises were delivered to Tenant. Any Cosmetic Improvements not required by Landlord to be removed by Tenant shall, upon such expiration or earlier termination, be and become the property of Landlord.

3. Cosmetic Improvements do not include movable partitions and the like and Tenant's trade fixtures that are removable without material damage to the Leased Premises, even though affixed in such a manner as, under the laws wherein the Leased Premises is located, might be considered to be a fixture and part of the real estate.

6. Laws, Permits and Governmental Regulations.

a. Expenses. Tenant shall promptly and punctually pay all charges and expenses incurred in connection with its use of the Leased Premises by any governmental agency by reason of its use and occupancy of the Leased Premises or the operation of its Business therein or thereon. If Tenant does not pay any such charge or expense which might become a lien against the Leased Premises, Landlord may pay the same and any amount so paid shall be due and payable to the Landlord with the next rental payment due under this Lease.

b. Permits. Tenant is solely responsible for all permits, licenses and zoning approvals related to the Business.

c. Covenant to Comply with Laws. Tenant shall, at Tenant's own expense, comply with all applicable federal, state, county and municipal laws, statutes, ordinances, codes, rules, regulations and requirements (except for matters related to marijuana cultivation, distribution, sales or related conduct, as to which invalidity or illegality shall be determined solely in accordance with Alaska law and local laws, rules and regulations, without regard to federal laws) (collectively, the "***Laws***") that are applicable by reason of Tenant's use of, and operations at, the Leased Premises or operation of its Business. Tenant shall timely report to applicable state and local licensing authorities, each transfer or change of financial interest in the Required Permits (as defined below) in accordance with applicable state and local marijuana laws, rules and regulations. Tenant shall take any and all commercially reasonable steps necessary or advisable for Tenant to retain any marijuana licenses issued under applicable state and local marijuana laws, rules and regulations, including steps related to any license applications, license renewal applications, criminal history record checks, financial interest disclosure or any other ongoing or periodic reporting, recordkeeping or disclosure requirements under applicable state and local marijuana laws, rules and regulations, and all acts necessary or advisable for Tenant to timely renew the Required Permits with applicable state and local licensing authorities. Tenant shall not take any action that would result in the revocation, non-renewal or suspension of the Required Permits.

d. Hazardous Substances. Tenant shall not use the Lease Premises in violation of any Environmental Laws for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include, without limitation, all hazardous or toxic substances, materials or waste as defined by or listed under Environmental Laws, and also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. "Environmental Laws" mean any and all state, federal and local statutes, regulation

and ordinance relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq. ("CERCLA"); the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, as mentioned, 42 U.S.C. §6901, et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. §2601, et seq. or other applicable state or federal laws, rules or regulation adopted pursuant thereto. Tenant shall indemnify, defend and hold Landlord, its affiliates, directors, officers, employees, contractors, agents, successors and assigns harmless from and against any claims or liability (including attorney's fees and actual litigation costs) directly or indirectly arising out or connected with (i) the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of Hazardous Substances on, under or about the Leased Premises (or off the Leased Premises which affects Landlord or the Leased Premises) caused by or attributable to Tenant prior to or during the term of this Lease, or (ii) a breach by Tenant of any representation, warranty, covenant or agreement contained in this Lease, which terms shall survive the expiration or earlier termination of this Lease. This indemnity shall cover, without limitation, (i) all foreseeable consequential damages caused by or attributable to Tenant, and (ii) the costs of any required or necessary repairs, cleanup, remediation or detoxification of the Premises caused by or attributable to Tenant.

e. Representations and Warranties. Tenant hereby represents and warrants to Landlord as follows:

i. Tenant (A) is a limited liability company duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization; (B) has all requisite company power and authority to own its properties and to carry on its Business as proposed to be conducted, and to enter into this Lease and to perform its obligations hereunder; (C) is solely owned by natural persons who are in compliance with all applicable state and local marijuana laws, rules and regulations, without regard to federal laws; and (D) is in compliance with all Laws, including state and local marijuana laws. The person signing this Lease on behalf of the Tenant has been duly authorized by the Tenant to execute and deliver this Lease on behalf of the Tenant. The execution, delivery and performance of this Lease will not violate the Tenant's articles of organization, operating agreement or any other agreement to which the Tenant is a party. Except for consents, approvals and exemptions previously obtained (copies of which have been delivered to the Landlord), no approval of or exemption by any third party is required in connection with the Tenant's execution, delivery and performance of this Lease. To the Tenant's knowledge, the Tenant is not in default (beyond any applicable grace period) in the performance of any agreement, order, writ, injunction, decree or demand to which it is a party or by which it is bound. Tenant's execution, delivery and performance of this Lease will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, an event that results in the creation of any lien, charge or encumbrance upon any assets of Tenant or the suspension, revocation, forfeiture or non-renewal of any material permit or license applicable to Tenant, including any Required Permits.

ii. The Tenant shall obtain all permits, licenses and governmental authorizations required to operate its Business on or before August 1, 2017, in accordance with all Laws, and has all applicable marijuana licenses required under applicable state and local

marijuana laws, rules and regulations (collectively, the "***Required Permits***"). The Tenant shall not bring any cannabis products or unauthorized materials or equipment onto the Leased Premises until such time as the Required Permits have been obtained. The Tenant has not received any notice of violation, revocation, non-renewal or suspension of any Required Permit, and no Required Permit has been suspended or revoked. In the event that the Tenant has not obtained all of the Required Permits by August 1, 2017, this Lease shall become null and void, unless prior to August 1, 2017 the Landlord, in its sole discretion, agrees to amend the deadline for the Required Permits to a later date.

iii. There are no actions, suits or proceedings pending or, to the knowledge of the Tenant, threatened against or affecting the Tenant that, if determined adversely to the Borrower, would have a material adverse effect on the Tenant's Business. Tenant is not in violation of any Laws where such violation could reasonably be expected to impose a material liability on the Tenant. None of the Tenant or its owners has been convicted of a felony or other offense involving moral turpitude and each of the Tenant and its beneficial owners is in compliance with the "good moral character" and residency requirements under applicable state and local marijuana laws, rules and regulations, without regard to federal laws.

7. Insurance. Tenant shall carry and maintain the following insurance ("Tenant's Insurance"), at its sole cost and expense: (a) comprehensive commercial general liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, including $100,000 fire legal liability for bodily injury (including death and property damage); (b) workers' compensation insurance as required by the law of the jurisdiction where the Leased Premises are located; (c) property insurance under an all risk or special basis to include fire and extended coverage (but excluding earthquake and flood) providing coverage for the full replacement value of the Leased Premises; and (d) property insurance upon the Leased Premises and personal property owned by Tenant ("Tenant's Property") with coverage for perils. All commercial general liability and property insurance policies shall name Tenant as a named insured and Landlord as additional named insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance on the Effective Date, and upon renewals at least fifteen (15) days after the scheduled expiration of the insurance coverage.

Notwithstanding anything to the contrary in this Lease, Landlord and Tenant shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents and employees for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Leased Premises, any additions or improvements to the Leased Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord and its agents, employees or contractors or the negligence of Tenant, or its agents, employees or contractors which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

8. Condemnation. If the Leased Premises, or any part thereof, is taken by eminent domain, at Landlord's option, this Lease (a) shall expire on the date when the Leased Premises shall be so taken, and the rent shall be apportion as of that date, or (b) shall continue in full force and effect with an abatement in rent commensurate with the reduction of square footage of the Leased Premises. No part of any award shall belong to Tenant.

9. Destruction. If the Leased Premises are totally or partially destroyed during the term of this Lease, then Landlord may elect to either terminate this Lease or restore the destroyed premises. If Landlord elects to restore the premises, the Lease shall not be terminated and Tenant shall continue paying rent adjusted downward by a percentage equal to the percentage of square feet of the Leased Premises rendered unusable by destruction. Upon completion of restoration, the rent shall be calculated again as if there were not destruction.

10. Assignment and Subletting. Any assignment of this Lease or sublease of all or any part of the Leased Premises shall be prohibited, constitute a default of this Lease and shall be deemed void unless the Landlord consents in writing to such assignment or sublease, such consent not to be unreasonably withheld. Landlord may grant, condition or withhold approval for any reason or no reason. If this Lease is assigned by Tenant, or the Leased Premises are encumbered, then Landlord may, in the event of a default of this Lease, collect rent from the assignee, subtenant or occupant, and apply the amount collected to the rent owed under Section 4. No assignment, subletting, occupancy or collection shall be deemed a waiver by Landlord of the provisions of this Lease, the acceptance by Landlord of the assignee, subtenant or occupant as a tenant, or a release by Landlord of the Tenant from the further performance by Tenant of its obligations under this Lease. The consent by Landlord to any assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express written consent of Landlord to any further assignment or subletting.

11. Landlord's Right to Inspect and Repair. Subject to any applicable state or local marijuana laws, Landlord or Landlord's agents, employees or representatives, may enter into and upon all or any part of the Leased Premises during the Term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Leased Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so. Subject to any applicable state or local marijuana laws, Landlord or Landlord's agents, employees or representatives shall have the right to enter the Leased Premises at all times, regardless of business hours, in the event of emergency. Tenant shall, at all times, keep Landlord informed of all security protocols, access codes, and keys needed to access the Premises. The Tenant shall not change any protocols, access codes or keys without the consent of the Landlord. Making changes to protocols, access codes or keys without the consent of the landlord will constitute a breach of this agreement. The Tenant agrees that the Landlord will have the right to use any means available to enter the Premises should any changes be made to the protocols, access codes or keys without Landlord consent. This section shall not be deemed nor construed to create an obligation on the part of Landlord to make any inspection of the Leased Premises or to make any repairs, alterations, additions or improvements to the Leased Premises for its safety or preservation. Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

12. Landlord's Right to Exhibit Premises. Landlord or Landlord's agents, employees or representatives shall have the right to show the Leased Premises during the term. Landlord or Landlord's agents, employees or other representatives shall have the right to place notices on any part of the Leased Premises offering the Leased Premises for lease at any time during the Term offering the Leased Premises for sale, and Tenant shall permit the signs to remain without hindrance or disturbance. During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.

13. Signs and Parking. Tenant shall not cause any signs to be placed at the Leased Premises, except of a design and structure and at such places as Landlord shall consent to, in writing, prior to installation. If Landlord or Landlord's agents, employees or other representatives wish to remove any such signs in order to make any repairs, alterations, additions or improvements to the Leased Premises, such signs may be removed, but shall be replaced, at Tenant's expense, when the repairs, additions, alterations or improvements shall be completed; however, such provision shall not create an obligation on the part of Landlord to make any repairs, alterations, additions or improvements to the Leased Premises. All signs of Tenant at the Leased Premises shall conform with all municipal ordinances or other laws and regulations applicable to such signs. Tenant will have the right to use up to three "first come, first serve" parking spaces located adjacent to the Leased Premises during Tenant's normal operating hours. Tenant's failure to comply with the parking requirements set forth in this Lease shall be considered an Event of Default pursuant to Section 18 of this Lease.

14. Landlord not Liable. Landlord shall not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord. Tenant agrees that Landlord shall not be liable for, and is hereby released from any responsibility for, any damage to person or property (or resulting from the loss of use thereof) that is sustained by Tenant or any Tenant Representative, including any such damage caused by any active or passive act, omission or neglect of Landlord or by any act or omission for which liability without fault or strict liability may be imposed.

15. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, as the case may be, Landlord or Tenant shall not be liable or responsible for, and shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to as an "***Unavoidable Delay***"). Landlord and Tenant shall use reasonable efforts to notify the other party not later than ten (10) business days

after such party knows of the occurrence of an Unavoidable Delay; provided, however, that such party's failure to notify the other of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to such party under this Lease. In no event shall any party's financial condition or inability to fund or obtain financing constitute an Unavoidable Delay with respect to such party.

16. Indemnification and Waiver of Liability. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, damages, costs, attorneys' fees, expenses and liabilities arising in connection with (a) Tenant's use of the Leased Premises; (b) any activity carried out in or about the Leased Premises or related to the Business by Tenant or any Tenant Representative or invitees of Tenant; (c) any breach or default in performance of any obligation by or of Tenant or any Tenant Representative; and (d) any violation by Tenant or its Affiliates of any Laws, including revocation, suspension or termination of any Required Permits. Tenant, as a material part of the consideration to Landlord under this Lease, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause other than the negligence of Landlord, and Tenant hereby waive all claims with respect thereof against Landlord. Tenant may, at its sole cost and expense, protect and defend against any such government action which threatens its normal Business activity. Tenant hereby agrees that this lease is fully binding and Tenant has investigated any and all possibilities of conducting Business at said location, and will honor any and all lease payments during the Term and any extension thereof. Tenant shall hold harmless Landlord from any litigation, liabilities, claims and/or disputes of any kind whatsoever upon acceptance of this Lease, during the Term and any extension thereof.

17. Subordination; Attornment. This Lease is subject and subordinate to any deed of trust, mortgage, lien, encumbrance, lease, financing, loans, other arrangements or right to possession (collectively, the "***Encumbrances***") with regards to the building or land on or in which the Leased Premises is situated, that Landlord is obligated to, now or in the future, including existing and future Encumbrances on the building and land on or in which the Leased Premises is situated. Although no instruments or act on the part of Tenant are necessary to effectuate such subordination, Tenant shall nevertheless execute and deliver such further instruments that the Landlord may request from time to time to further evidence such subordination to all such Encumbrances. In the event any proceedings are brought for foreclosure or the exercise of any power of sale under a deed of trust or mortgage covering the Leased Premises, Tenant shall attorn to the purchaser upon any such sale or foreclosure and recognize such purchaser as Landlord under this Lease. In the event of any sale of the Leased Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under this Lease arising out of any act, occurrence, or omission occurring after the consummation of such sale.

18. Default by Tenant and Landlord's Remedies.

a. Event of Default. If any one or more of the following events occurs and is continuing beyond the period set forth in any default notice provided to be given, an "***Event of Default***" shall have occurred under this Lease: (i) Tenant fails to pay any installment of fixed annual rent, additional rent or other sums due from Tenant to Landlord within five (5) calendar

days of the applicable due date; (ii) Tenant breaches any provision of this Lease and such failure in compliance shall continue for fourteen (14) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within fourteen (14) days, Tenant has not in good faith commenced within such fourteen (14) day period to remedy such failure and continued diligently to prosecute the same to completion; (iii) Tenant vacates or abandons the Leased Premises, or (iv) Tenant is adjudged insolvent or makes and assignment for the benefit of creditors, or if a receiver or other liquidating officer of Tenant is appointed, or a petition for relief is filed by or against Tenant in bankruptcy, or other dissolution or insolvency proceedings are commenced by or against the Tenant. (vi) Tenant violates Parking terms as described in Section 14 of this agreement.

b. Right to Terminate Lease and Re-Enter. If an Event of Default occurs, then Landlord may, in addition to any other remedy available to Landlord under this Lease or by law, at Landlord's option to immediately enter and take possession of the Leased Premises and declare this Lease terminated and Tenant shall quit and surrender possession of the Leased Premises, but Tenant shall remain liable to Landlord as hereinafter provided, and upon Tenant' failure to surrender of possession. Landlord may recover from Tenant such damages attributable to Tenant's default from the date of such breach to the date of the expiration of the term hereof. Landlord may re-enter the Leased Premises by summary proceeding or otherwise free from any interest of Tenant therein. If any Event of Default, or Tenant bankruptcy, insolvency or assignment for the benefit of creditors occurs, Landlord may declare the balance of rental for the entire remaining term of this Lease at once due and payable by delivering written notice of such declaration to Tenant. If Tenant defaults on any of its obligations hereunder other than for the payment of rent, Landlord may cure such default on behalf of the Tenant, in which case Tenant shall immediately reimburse Landlord for all sums paid to effect such cure, together with interest at the rate of 18% per annum and reasonable attorney's fees, as additional rent hereunder. In order to collect such reimbursement, Landlord shall have all the remedies available under this Lease for a default in the payment of rent.

c. Landlord's Right to Restore and Re-Let, and Tenant's Liability for Expenses. If Landlord obtains possession by re-entry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord may, without obligation, make renovations, alterations and repairs to the Leased Premises required to restore them to the same condition during the Term, and to re-let the Leased Premises or any part thereof for a term or terms that may be less or more than the full Term of this Lease had Landlord not re-entered and re-possessed or terminated this Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under this Lease. Any of the foregoing action taken or not taken by Landlord shall be without waiving any rights that Landlord may otherwise have under law or in accordance with this Lease. Tenant shall pay and indemnify Landlord against all legal and other expenses reasonably incurred by Landlord, including attorney's fees and the costs of litigation, in terminating this Lease by reason of an Event of Default, in obtaining possession of the Leased Premises, in making all alterations, renovations and repairs and in paying the usual and ordinary commissions for re-letting the same.

d. Liability of Tenant after Re-Entry and Possession or Termination.

i. Survival of Obligations. If any Event of Default occurs (whether or not this Lease is terminated as a result of an Event of Default), Tenant shall remain liable to Landlord for all fixed annual rent and additional rent herein reserved (including, but not limited to, the expenses to be paid by Tenant in accordance with this Lease); less the net amount of rent, if any, that shall be collected and received by Landlord from the Leased Premises, for and during the remainder of the Term. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Leased Premises or any part thereof for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable. Landlord shall have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs other than rent or damages; (ii) to the payment of any cost of re-letting, including, without limitation, brokerage fees prorated over the life of the term of the re-letting and applicable to the remainder of the Term; (iii) to the payment of any cost of altering or repairing the Leased Premises; (iv) to the payment of fixed annual rent and additional rent or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, shall be held by landlord and applied for the payment of future fixed annual rent and additional rent or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this paragraph, and Tenant expressly agrees that any such suit shall not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re-entry" and "re-enter," as used herein, shall not be construed as limited to their strict legal meaning.

ii. Rights on Termination. If Landlord terminates this Lease by reason of an Event of Default, then Landlord shall thereupon have the right, without the obligation, as an alternative to suing Tenant periodically, pursuant to the provisions of subparagraph i above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of fixed annual rent and additional rent reserved herein for the remainder of the term over the then reasonable rental value of the Leased Premises for the same period. Landlord shall not, by any re-entry or other act, be deemed to have terminated this Lease, unless Landlord shall notify Tenant in writing that Landlord has elected to terminate the same.

e. Right to Injunction. In the event of a breach or threatened breach by Tenant of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

19. Tenant's Trade Fixtures and Removal. Any trade equipment, trade fixtures, goods or other property of Tenant shall be removed by Tenant on or before the earlier of expiration of the Term or upon termination of this Lease. Any trade equipment, trade fixtures, goods or other property of Tenant not removed by Tenant on the earlier of expiration of the Term or upon termination of this Lease, or upon any deserting, vacating or abandonment of the Leased

Premises by Tenant, or upon Tenant's eviction, shall, at Landlord's discretion, be considered as abandoned and Landlord shall have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord will not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.

20. Limitations on Landlord's Liability. The liability of Landlord to Tenant (or any Tenant Representative) under this Lease or any matter relating to or arising out of the occupancy or use of the Leased Premises shall be limited to Tenant's actual direct, but not consequential, damages therefor. Notwithstanding any contrary provision herein, Landlord shall not be liable for any injury or damage to, or interference with, Tenant's Business, including loss of profits, loss of rents or other revenues, loss of Business opportunity, loss of goodwill or loss of use, or for any form of special or consequential damage, in each case however occurring. No person who is an officer, director, shareholder, member (or principal or partner or other constituent person or entity of any non-corporate Landlord), employee, agent or legal representative of Landlord shall be personally liable for any obligations or liabilities of Landlord under this Lease.

21. Security Deposit. Upon execution and delivery of this Lease, Tenant shall deposit the sum of $10,000 with Landlord, as security for the full and faithful performance by Tenant of all of the provisions of this Lease on Tenant's part to be performed, which sum shall be returned to Tenant following the expiration of the Term, as applicable, provided there shall not then be an Event of Default or an event that with the giving of notice or the lapse of time, or both, shall constitute an Event of Default. Landlord shall have the right (but not the obligation) to apply any part of the deposit to cure an Event of Default of Tenant, and if Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount applied, so that Landlord shall have the full deposit on hand at all times; provided, however, that if Tenant complies with all the terms, provisions, covenants and conditions for the first two (2) years of this Lease, then Landlord shall return the security deposit to Tenant together with percent simple interest on the deposit. If Landlord shall sell the Leased Premises, Landlord shall have the right to transfer the security to the new landlord, and upon so doing Landlord shall be released by Tenant from all liability for the return of the security and Tenant shall look solely to the new landlord for the return of the security, and this shall apply to every transfer made of the security to a new landlord. The security deposited by Tenant under this Lease shall not be mortgaged, assigned or encumbered by Tenant.

22. Right of First Offer. During the Term, if the owner of the Real Property or the Landlord receives a bona fide written offer from an unrelated party in an arms-length, non-foreclosure related transaction to purchase the Real Property (a "***Proposed Sale***"), and the terms of such Proposed Sale are satisfactory to the owner of the Real Property and the Landlord, Landlord shall give written notice to Tenant describing the material terms of such Proposed Sale (the "***Proposed Sale Notice***"). If Tenant wishes to purchase the Real Property on the terms contained in the Proposed Sale Notice, then Tenant shall deliver to Landlord written notice of such intention (an "***ROFO Acceptance Notice***"). Tenant must deliver a ROFO Acceptance Notice and execute definitive deal documents to consummate the Proposed Sale within thirty (30) days after Tenant's receipt of the Proposed Sale Notice. If Tenant does not return a ROFO Acceptance notice and execute definitive deal documents to consummate the Proposed Sale within thirty (30) days after Tenant's receipt of the Proposed Sale Notice, or if Tenant

affirmatively declines in writing the option to exercise its right under this section, then Tenant's right under this section automatically will terminate and the owner of the Real Property may sell the Leased Premises to the third party offeror who made the Proposed Sale offer.

23. Notices. All notices, payments, demands or communications required or permitted to be given by any provision of this Lease shall be in writing and shall be deemed to be delivered, given and received for all purposes (a) as of the date and time of actual receipt, in the case of notices delivered personally; (b) one (1) day after deposit with a nationally recognized overnight delivery service; (c) if sent by electronic mail, upon confirmed receipt by recipient; or (d) five (5) days after deposit in registered or certified United States mail, return receipt requested, as applicable. Such notices, payments, demands or communications shall be delivered personally to the recipient, or sent by registered or certified United States mail, return receipt requested, or by nationally recognized overnight delivery service, addressed to such address on the signature page hereto or as may be specified from time to time by notice to the parties hereto.

24. Tenant's Right to Quiet Enjoyment. Upon paying the rents and other sums required of Tenant under this Lease and faithfully and fully performing the terms, conditions and covenants of this Lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the Term.

25. Miscellaneous.

a. Non-Waiver by Landlord. The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, shall not act as a waiver or a relinquishment, at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

b. Entire Agreement. This Lease constitutes the entire agreement and understanding among Landlord and Tenant with respect to the lease of the Leased Premises and the other transactions contemplated by this Lease. All prior representations, understandings and agreements between the parties with respect to the subject matter hereof and thereof are superseded by this Lease.

c. Choice of Law. This Lease shall be construed and interpreted in accordance with the laws of Alaska, without regard to the conflict of any laws or provisions thereof, as though all acts and omissions related to this Lease occurred in Alaska.

d. Disputes. In the event of any dispute, claim, question or disagreement arising from or relating to this Lease, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions or differences shall be finally settled by arbitration administered in accordance with the

Commercial Arbitration Rules of the American Arbitration Association. Any arbitration related to this Agreement shall be conducted, by a single arbitrator. The method of selecting the arbitrator shall be as follows: The parties shall, within ten (10) days of the notice of arbitration, agree on a neutral arbitrator, failing which the arbitrator shall be selected by the American Arbitration Association. The arbitrator shall have experience in commercial. The parties agree that in any arbitration brought by one party against the other the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees to the fullest extent allowed by law.

e. Captions. The captions of the paragraphs in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

f. Counterparts. This Agreement may be executed in counterparts, including by electronic signature or scanned copies of original signature pages, each of which shall be considered an original.

g. Surrender. Neither the acceptance of keys to the Leased Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord shall be deemed to be an acceptance of a surrender of the Leased Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Leased Premises.

h. Binding Effect. This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

i. Landlord Defined. "Landlord" in this Lease means and includes only the owner at the time in question of the Leased Premises and, in the event of the sale or transfer of the Leased Premises, Landlord shall be released and discharged from the provisions of this Lease thereafter accruing, but such provisions shall be binding upon each new owner of the Leased Premises while such party is an owner.

j. Severability. Each provision of this Lease is considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under federal law or applicable state law (except for matters related to marijuana cultivation, distribution, sales or related conduct, including ownership in businesses engaged in such conduct, as to which invalidity or illegality shall be determined solely in accordance with applicable state and local marijuana laws, rules and regulations, without regard to federal laws or the laws of any other state), such invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal. The parties agree that if this Lease or any provision hereof is declared invalid or impermissible by applicable state and local marijuana regulatory authorities, the parties shall negotiate in good faith to reach an agreement, as near as practicable, to otherwise satisfy the original intents and purposes of this Agreement as expressed herein. The parties agree that this Lease is not intended to grant the Landlord a "direct or indirect financial interest" in the Tenant's Business, as such term is used under applicable state and local marijuana laws, rules and regulations. If any of the Landlord's rights or obligations under this Lease is deemed by the applicable state and local marijuana regulatory authorities to constitute a "direct or indirect financial interest," as such term is used under applicable state and local marijuana laws, rules and regulations, the Landlord and

Tenant agree to amend such provision so that the Landlord does not have a "direct or indirect financial interest" in the Tenant's Business.

[Signature Page to Follow]

The undersigned have caused this Lease to be executed and delivered, effective as of the date and year first above written.

LANDLORD:

Aurora Management, LLC

By: _____

Name: Norvin Perez

Title: Manager

Address: 8505 Old Dairy Road, Juneau, AK 99801

TENANT:

Forgetmenot, Inc

By: _____

Name: Norvin Perez

Title: President

Address: 10762 Kenai Spur Highway 112
PMB 908 Kenai, AK 99611

Exhibit A

Legal Description of the Real Property

Lot 23A, a resubdivision of Lots 23 and 24, Field Meadows Subdivision and Tract 1, U.S.S. No. 1195 into Lots 23A, Field Meadows Subdivision and Tract IA, U.S.S. No. 1195, according to Plat 85-64, Records of the Juneau Recording District, First Judicial District, State of Alaska.

The real property, including the building containing approximately 14,518 square feet, is commonly known as 8505 Old Dairy Road, Juneau, 99801.

Exhibit B

Depiction of Leased Premises

Attached

Master Lease Agreement

This Master Lease Agreement (this "***Lease***") is dated as of July 1 2017, by and between Aurora Management, LLC, a Nevada limited liability company domesticated in the State of Alaska ("***Tenant***"), and Juneau Rental Space, LLC, an Alaska limited liability company ("***Landlord***").

WHEREAS, Landlord owns the real property located at 8505 Old Dairy Road, Juneau, Alaska 99801 that is legally described on the attached Exhibit A (the "***Leased Premises***") and the parties intend that Landlord lease the entire Leased Premises to Tenant in accordance with this Lease.

NOW, **THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, in accordance with this Lease, the entire Leased Premises, together with all rights of ingress and egress pertaining thereto, subject to the terms and conditions contained in this Lease.

2. Term. The term of this Lease shall be for five (5) years, commencing May 8, 2017 and ending April 30, 2022 (the "***Initial Term***"), unless sooner terminated in accordance with the terms of this Lease. After the Initial Term and any successive additional term, the parties hereto may renew this Lease for five, successive one year terms, at the rent specified in Section 5 (a "***Renewal Term***" and, together with the Initial Term, the "***Term***") if the parties agree to such renewal at least thirty (30) days prior to the end of the then-current Term. If the parties do not agree to renew this Lease at least thirty (30) days prior to the end of the then-current Term, this Lease shall terminate at the conclusion of such Term.

3. Early Termination. Landlord shall have the right upon Landlord's sole election, upon five (5) days prior written notice to Tenant, to terminate this Lease (i) in the event that the Landlord's bank commences an action, or threatens to commence an action against the Landlord alleging that this Lease, or any operations under the Lease or any sublease, violates Landlord's contractual obligations pursuant to its obligations under its loan agreements with Landlord's bank, or (ii) the seizure by any governmental authority seeking forfeiture of the Leased Premises, whether or not a court proceeding has actually commenced.

4. Use of the Leased Premises. Tenant shall use and operate the Leased Premises for general business purposes, including as a warehouse, and may sublet portions of the Leased Premises to other subtenants in accordance with the provisions of this Lease (the "***Business***"). Landlord is aware and agrees that the Premises may be subletted to a business(s) that engages in the commercial sale, production and cultivation of marijuana and marijuana products and agrees to this type of use.

5. Rent and Other Sums to be Paid by Tenant.

   a. Base Rent.

i. Subject to Sections 5.b through 5.g, during the Initial Term, Tenant shall pay Landlord monthly base rent of $20,000 (the "***Base Rent***"), which shall be payable in on the first day of each month, in advance.

b. Additional Rent Based Upon Reimbursement to Landlord. If Tenant fails to comply with or perform any of the terms, conditions and covenants of this Lease, Landlord may carry out and perform such terms, conditions and covenants, at the expense of Tenant, which expense shall be payable by Tenant, as additional rent, upon the demand of Landlord, together with 5% interest, which interest shall accrue from the date of Landlord's demand.

c. Additional Rent Based Upon Late Payment. If Tenant defaults, for more than five (5) days in the payment of any monthly Base Rent, additional rent or any of the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant shall pay Landlord, as additional rent, a late charge of 5% of the rent or expense.

d. Additional Rent Based Upon Landlord's Legal Expenses in Enforcing Lease. As additional rent, Tenant shall pay Landlord all reasonable attorneys' fees that may be incurred by Landlord in enforcing Landlord's rights under this Lease; provided, however, that if Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then in such case Tenant shall not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.

e. Additional Rent Based Upon Taxes. If at any time during the Term a tax or charge shall be imposed by the state of Alaska or the municipality in which the Leased Premises is located, pursuant to any future law, which tax or charge shall be based upon the rent due or paid by Tenant to Landlord, then Tenant shall pay Landlord, as additional rent, such tax or charge. The foregoing shall not require payment by Tenant of any income taxes assessed against Landlord or of any capital levy, franchise, estate, succession, inheritance or transfer tax due from Landlord.

f. Taxes. Tenant shall be solely responsible for all taxes and assessments arising out of the operation of the Leased Premises during the Term (including any holdover), including real property taxes assessed against the Leased Premises (but excluding Landlord's income taxes). Each year, Landlord shall invoice Tenant upon receipt of a property tax bill for the Leased Premises, and such amount shall be paid along with the rent payment next due. Landlord shall ensure for the timely payment directly to the governmental authority of all taxes payable during the Term. The property taxes for the last year to commence during the Term shall be prorated on the basis of the number of days in such year elapsing during the Term and Landlord shall refund any overpayment to Tenant within fifteen (15) days of expiration or earlier termination of the Term.

g. Holdover.

i. Tenant agrees that if for any reason Tenant or any subtenant of Tenant fails to vacate and surrender possession of the Leased Premises, or any part thereof, on or before the expiration or earlier termination of this Lease, then Tenant's continued possession of the Leased Premises shall be as a month-to-month tenancy, during which time, without prejudice and in addition to any other rights and remedies Landlord may have hereunder or at law, Tenant shall (i) pay to Landlord an amount equal to 50% of the rent amount specified in Section 5.a in addition to the regularly recurring rent payable hereunder prior to such termination; and (ii) comply with all other provisions of this Lease. The month-to month tenancy may be terminated by Landlord at the end of any month upon thirty (30) day's prior written notice.

h. Payment Method and Location. All payments due and payable to Landlord hereunder shall be mailed or delivered directly by hand to the Landlord at 8505 Old Dairy Road, Juneau, Alaska 99801 or any other address given to Tenant during the Term. All payments by Tenant under this Lease shall be by check or wire transfer of immediately available funds.

6. Condition, Repair and Maintenance of the Leased Premises.

a. Tenant Obligations.

i. Cleaning. Cleaning of the Leased Premises shall be the sole responsibility of the Landlord. Landlord shall keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage and other waste, in a clean, tidy and sanitary manner. At the expiration or termination of this Lease, Tenant shall deliver the Leased Premises to the Landlord in good order and repair, subject to ordinary wear and tear.

ii. Maintenance and Repairs. Landlord shall, at its sole cost and expense, perform all renovations, redecorating, repairs and maintenance to the interior walls, exterior walls, plumbing and plumbing fixtures, electrical service, lines and fixtures, floor drains, light fixtures, drop ceiling and the HVAC systems, including replacement thereto or thereof. Tenant shall not replace any locks or security hardware on the Leased Premises without the consent of the Landlord. Tenant shall ensure that the Landlord is provided with all keys and/or access codes to any new locks or security hardware that may be installed.

iii. Services and Utilities. Tenant shall, at Tenant's own expense, obtain all utility services supplying the Leased Premises, including, but not limited to, refuse, electricity, water, sewer, standby water for sprinkler, gas, telephone and all other utilities and other communication services, in its own name, effective as of the commencement of this Lease, and shall pay the cost directly to the applicable utility, including any fine, penalty, interest or cost that may be added thereto for non-payment thereof.

7. Laws, Permits and Governmental Regulations.

a. Expenses. Tenant shall promptly and punctually pay all charges and expenses incurred in connection with its use of the Leased Premises by any governmental agency by reason of its use and occupancy of the Leased Premises or the operation of its Business therein or thereon. If Tenant does not pay any such charge or expense which might become a

lien against the Leased Premises, Landlord may pay the same, and any amount so paid shall be due and payable to the Landlord with the next rental payment due under this Lease.

b. Permits. Tenant is solely responsible for all permits, licenses and zoning approvals related to its business.

8. Insurance. Tenant shall carry and maintain the following insurance ("Tenant's Insurance") at its sole cost and expense: (a) comprehensive commercial general liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, including $100,000 fire legal liability for bodily injury (including death and property damage); (b) workers' compensation insurance as required by the laws of the jurisdiction where the Leased Premises are located; (c) property insurance under an all risk or special basis to include fire and extended coverage (but excluding earthquake and flood) providing coverage for the full replacement value of the Leased Premises; and (d) property insurance upon the Leased Premises and personal property owned by Tenant ("Tenant's Property") with coverage for perils. All commercial general liability and property insurance policies shall name Tenant as a named insured and Landlord as additional named insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance on the Effective Date, and upon renewals at least fifteen (15) days after the scheduled expiration of the insurance coverage.

Notwithstanding anything in this Lease to the contrary, Landlord and Tenant shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents and employees for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Leased Premises, any additions or improvements to the Leased Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord and its agents, employees or contractors or the negligence of Tenant or its agents, employees or contractors which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

9. Condemnation. If the Leased Premises, or any part thereof, is taken by eminent domain, at Landlord's option, this Lease (a) shall expire on the date when the Leased Premises shall be so taken, and the rent shall be apportion as of that date, or (b) shall continue in full force and effect with an abatement in rent commensurate with the reduction of square footage of the Leased Premises. No part of any award shall belong to Tenant.

10. Destruction. If the Leased Premises are totally or partially destroyed during the term of this Lease, then Landlord may elect to either terminate this Lease or restore the destroyed premises. If Landlord elects to restore the premises, then Lease shall not be terminated and Tenant shall continue paying rent adjusted downward by a percentage equal to the percentage of square feet of the Leased Premises rendered unusable by destruction. Upon completion of restoration, the rent shall be calculated against as if there were not destruction.

11. Assignment and Subletting. Tenant may assign or sublease all or any part of the Leased Premises; provided that Landlord consents in writing to such assignment or sublease, such consent not to be unreasonably withheld. Landlord may grant, condition or withhold approval for any reason or no reason. If this Lease is assigned by Tenant, or the Leased Premises are encumbered, then Landlord may, in the event of a default of this Lease, collect rent from the assignee, subtenant or occupant, and apply the amount collected to the rent owed under Section 5. No assignment, subletting, occupancy or collection shall be deemed a waiver by Landlord of the provisions of this Lease, the acceptance by Landlord of the assignee, subtenant or occupant as a tenant, or a release by Landlord of the Tenant from the further performance by Tenant of its obligations under this Lease. The consent by Landlord to any assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express written consent of Landlord to any further assignment or subletting. Tenant may assign this Lease and sublet the Leased Premises to any affiliate of Tenant, successor by merger or consolidation, or acquirer of substantially all of the assets of Tenant (the foregoing hereinafter known as an "***Affiliate***"), without the consent of Landlord, but Tenant shall give notice to Landlord of an assignment or subletting to an Affiliate at least ten (10) days prior to the effective date of such assignment or subletting. Landlord may assign this Lease upon ten (10) days' prior notice to Tenant.

12. Landlord's Right to Inspect and Repair. Subject to any applicable state or local law, Landlord or Landlord's agents, employees or representatives may enter into and upon all or any part of the Leased Premises during the Term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Leased Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so. This section shall not be deemed, nor construed to create, an obligation on the part of Landlord to make any inspection of the Leased Premises or to make any repairs, alterations, additions or improvements to the Leased Premises for its safety or preservation.

13. Landlord's Right to Exhibit Premises. Landlord or Landlord's agents, employees or representatives shall have the right to show the Leased Premises during the Term. Landlord or Landlord's agents, employees or other representatives shall have the right to place notices on any parts of the Leased Premises offering the Leased Premises for lease at any time during the Term, offering the Leased Premises for sale and Tenant shall permit the signs to remain without hindrance or disturbance. During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises..

14. Landlord not Liable. Landlord shall not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable

to any interference with, interruption of or failure beyond the control of Landlord. Tenant agrees that Landlord shall not be liable for, and is hereby released from any responsibility for, any damage to person or property (or resulting from the loss of use thereof) that is sustained by Tenant or any Tenant Representative, including any such damage caused by any active or passive act, omission or neglect of Landlord or by any act or omission for which liability without fault or strict liability may be imposed.

15. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, as the case may be, Landlord or Tenant shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to as an "***Unavoidable Delay***"). Landlord and Tenant shall use reasonable efforts to notify the other party no later than ten (10) business days after such party knows of the occurrence of an Unavoidable Delay; provided, however, that such party's failure to notify the other of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to such party under this Lease. In no event shall any party's financial condition or inability to fund or obtain financing constitute an Unavoidable Delay with respect to such party.

16. Indemnification and Waiver of Liability. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, damages, costs, attorneys' fees, expenses and liabilities arising in connection with (a) Tenant's use of the Leased Premises; (b) any activity carried out in or about the Leased Premises or related to the Business by Tenant or any Tenant Representative or invitees of Tenant; (c) any breach or default in performance of any obligation by or of Tenant or any Tenant Representative; and (d) any violation by Tenant or its Affiliates of any Laws, including revocation, suspension or termination of any Required Permits. Tenant, as a material part of the consideration to Landlord under this Lease, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause other than the negligence of Landlord, and Tenant hereby waive all claims with respect thereof against Landlord. Tenant may, at its sole cost and expense, protect and defend against any such government action which threatens its normal Business activity. Tenant hereby agrees that this lease is fully binding and Tenant has investigated any and all possibilities of conducting Business at said location, and will honor any and all lease payments during the Term and any extension thereof. Tenant shall hold harmless Landlord from any litigation, liabilities, claims and/or disputes of any kind whatsoever upon acceptance of this Lease, during the Term and any extension thereof.

17. Subordination, Attornment. This Lease is subject and subordinate to any deed of trust, mortgage, lien, encumbrance, lease, financing, loans, other arrangements or right to possession (collectively, the "***Encumbrances***") with regards to the building or land on or in which the Leased Premises is situated, that Landlord is obligated to now or in the future, including existing and future Encumbrances on the building and land on or in which the Leased Premises is situated. Although no instruments or act on the part of Tenant are necessary to effectuate such subordination, Tenant shall nevertheless execute and deliver such further

instruments that the Landlord may request from time to time to further evidence such subordination to all such Encumbrances. In the event any proceedings are brought for foreclosure or the exercise of any power of sale under a deed of trust or mortgage covering the Leased Premises, Tenant shall attorn to the purchaser upon any such sale or foreclosure and recognize such purchaser as Landlord under this Lease. In the event of any sale of the Leased Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale.

18. Default by Tenant and Landlord's Remedies.

a. Event of Default. If any one or more of the following events occurs and is continuing beyond the period set forth in any default notice provided to be given, an "***Event of Default***" shall have occurred under this Lease: (i) Tenant fails to pay any monthly rent payment or other sums due from Tenant to Landlord within five (5) calendar days of the applicable due date; (ii) Tenant breaches any provision of this Lease and such failure in compliance shall continue for thirty (30) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant has not in good faith commenced within such thirty (30) day period to remedy such failure and continued diligently to prosecute the same to completion; (iii) Tenant vacates or abandons the Leased Premises; or (iv) Tenant is adjudged insolvent or makes and assignment for the benefit of creditors, or if a receiver or other liquidating officer of Tenant is appointed, or a petition for relief is filed by or against Tenant in bankruptcy, or other dissolution or insolvency proceedings are commenced by or against the Tenant.

b. Right to Terminate Lease and Re-Enter. If an Event of Default occurs, then Landlord may, in addition to any other remedy available to Landlord under this Lease or by law, at Landlord's option to immediately enter and take possession of the Leased Premises and declare this Lease terminated, and Tenant shall quit and surrender possession of the Leased Premises, but Tenant shall remain liable to Landlord as hereinafter provided, and upon Tenant' failure to surrender of possession. Landlord may recover from Tenant such damages attributable to Tenant's default from the date of such breach to the date of the expiration of the term hereof. Landlord may re-enter the Leased Premises by summary proceeding or otherwise free from any interest of Tenant therein. If any Event of Default or Tenant bankruptcy, insolvency or assignment for the benefit of creditors occurs, Landlord may declare the balance of rental for the entire remaining term of this Lease at once due and payable by delivering written notice of such declaration to Tenant. If Tenant defaults on any of its obligations hereunder other than for the payment of rent, Landlord may cure such default on behalf of the Tenant, in which case Tenant shall immediately reimburse Landlord for all sums paid to effect such cure, together with interest at the rate of 18% per annum and reasonable attorney's fees, as additional rent hereunder. In order to collect such reimbursement, Landlord shall have all the remedies available under this Lease for a default in the payment of rent.

c. Landlord's Right to Restore and Re-Let, and Tenant's Liability for Expenses. If Landlord obtains possession by re-entry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord may, without the obligation, make renovations, alterations and repairs to the Leased Premises required to restore

them to the same condition during the Term, and to re-let the Leased Premises or any part thereof for a term or terms that may be less or more than the full Term of this Lease had Landlord not re-entered and re-possessed or terminated this Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under this Lease. Any of the foregoing action taken or not taken by Landlord shall be without waiving any rights that Landlord may otherwise have under law or in accordance with this Lease. Tenant shall pay and indemnify Landlord against all legal and other expenses reasonably incurred by Landlord, including attorney's fees and the costs of litigation, in terminating this Lease by reason of an Event of Default, in obtaining possession of the Leased Premises, in making all alterations, renovations and repairs and in paying the usual and ordinary commissions for re-letting the same.

d. Liability of Tenant after Re-Entry and Possession or Termination.

i. Survival of Obligations. If any Event of Default occurs (whether or not this Lease is terminated as a result of an Event of Default), Tenant shall remain liable to Landlord for all fixed annual rent and additional rent herein reserved (including, but not limited to, the expenses to be paid by Tenant in accordance with this Lease); less the net amount of rent, if any, that shall be collected and received by Landlord from the Leased Premises, for and during the remainder of the Term. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Leased Premises or any part thereof for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable. Landlord shall have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs other than rent or damages; (ii) to the payment of any cost of re-letting, including, without limitation, brokerage fees prorated over the life of the term of the re-letting and applicable to the remainder of the Term; (iii) to the payment of any cost of altering or repairing the Leased Premises; (iv) to the payment of fixed annual rent and additional rent or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, shall be held by Landlord and applied for the payment of future fixed annual rent and additional rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this paragraph, and Tenant expressly agrees that any such suit shall not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re-entry" and "re-enter," as used herein, shall not be construed as limited to their strict legal meaning. Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

ii. Rights on Termination. If Landlord terminates this Lease by reason of an Event of Default, then Landlord shall thereupon have the right, without obligation, as an alternative to suing Tenant periodically pursuant to the provisions of subparagraph (i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of fixed annual rent and additional rent reserved herein for the remainder of the term over the then reasonable rental value of the Leased Premises for the same period. Landlord shall

not, by any re-entry or other act, be deemed to have terminated this Lease, unless Landlord shall notify Tenant in writing that Landlord has elected to terminate the same.

e. Right to Injunction. In the event of a breach or threatened breach by Tenant of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

19. Tenant's Trade Fixtures and Removal. Any trade equipment, trade fixtures, goods or other property of Tenant shall be removed by Tenant on or before the earlier of expiration of the Term or upon termination of this Lease. Any trade equipment, trade fixtures, goods or other property of Tenant not removed by Tenant on the earlier of expiration of the Term or upon termination of this Lease, or upon any deserting, vacating or abandonment of the Leased Premises by Tenant, or upon Tenant's eviction, shall, at Landlord's discretion, be considered as abandoned and Landlord shall have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord will not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.

20. Limitations on Landlord's Liability. The liability of Landlord to Tenant (or any Tenant Representative) under this Lease, or any matter relating to or arising out of the occupancy or use of the Leased Premises, shall be limited to Tenant's actual direct, but not consequential, damages therefor. Notwithstanding any contrary provision herein, Landlord shall not be liable for any injury or damage to, or interference with, Tenant's Business, including loss of profits, loss of rents or other revenues, loss of Business opportunity, loss of goodwill or loss of use, or for any form of special or consequential damage, in each case however occurring. No person who is an officer, director, shareholder, member (or principal or partner or other constituent person or entity of any non-corporate Landlord), employee, agent or legal representative of Landlord shall be personally liable for any obligations or liabilities of Landlord under this Lease.

21. Right of First Offer. During the Term, if the Landlord receives a bona fide written offer from an unrelated party in an arms-length, non-foreclosure related transaction to purchase the Leased Premises (a "***Proposed Sale***"), and the terms of such Proposed Sale are satisfactory to the Landlord, Landlord shall give written notice to Tenant describing the material terms of such Proposed Sale (the "***Proposed Sale Notice***"). If Tenant or Tenant's subtenant with a right of first offer to purchase the Leased Premises wishes to purchase the Leased Premises on the terms contained in the Proposed Sale Notice, then Tenant or such Tenant's subtenant shall deliver to Landlord written notice of such intention (an "***ROFO Acceptance Notice***"). Tenant or Tenant's subtenant must deliver a ROFO Acceptance Notice and execute definitive deal documents to consummate the Proposed Sale within thirty (30) days after Tenant's receipt of the Proposed Sale Notice. If Tenant or Tenant's subtenant does not return a ROFO Acceptance Notice and execute definitive deal documents to consummate the Proposed Sale within thirty (30) days after Tenant's receipt of the Proposed Sale Notice, or if Tenant or Tenant's subtenant

affirmatively declines in writing the option to exercise its right under this section, then Tenant's and Tenant's subtenant's right under this section automatically will terminate and the Landlord may sell the Leased Premises to the third party offeror who made the Proposed Sale offer. The Landlord agrees, however, that any sale of the Leased Premises is subordinate to this Lease and that prior to any such Proposed Sale, the Landlord shall provide Tenant with a copy of the purchase contract evidencing the subordination of this Lease therein.

22. Notices. All notices, payments, demands or communications required or permitted to be given by any provision of this Lease shall be in writing and shall be deemed to be delivered, given and received for all purposes (a) as of the date and time of actual receipt, in the case of notices delivered personally; (b) one (1) day after deposit with a nationally recognized overnight delivery service; (c) if sent by electronic mail, upon confirmed receipt by recipient; or (d) five (5) days after deposit in registered or certified United States mail, return receipt requested, as applicable. Such notices, payments, demands or communications shall be delivered personally to the recipient, or sent by registered or certified United States mail, return receipt requested, or by nationally recognized overnight delivery service, addressed to such address on the signature page hereto or as may be specified from time to time by notice to the parties hereto.

23. Tenant's Right to Quiet Enjoyment. Upon paying the rents and other sums required of Tenant under this Lease and faithfully and fully performing the terms, conditions and covenants of this Lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the Term.

24. Miscellaneous.

a. Non-Waiver by Landlord. The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

b. Entire Agreement. This Lease constitutes the entire agreement and understanding among Landlord and Tenant with respect to the lease of the Leased Premises and the other transactions contemplated by this Lease. All prior representations, understandings and agreements between the parties with respect to the subject matter hereof and thereof are superseded by this Lease.

c. Choice of Law. This Lease shall be construed and interpreted in accordance with the laws of Alaska, without regard to the conflict of any laws or provisions thereof, as though all acts and omissions related to this Lease occurred in Alaska.

d. Captions. The captions of the paragraphs in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

e. Counterparts. This Agreement may be executed in counterparts, including by electronic signature or scanned copies of original signature pages, each of which shall be considered an original.

f. Surrender. Neither the acceptance of keys to the Leased Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord shall be deemed to be an acceptance of a surrender of the Leased Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Leased Premises.

g. Binding Effect. This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

h. Landlord Defined. "Landlord" in this Lease means and includes only the owner at the time in question of the Leased Premises and, in the event of the sale or transfer of the Leased Premises, Landlord shall be released and discharged from the provisions of this Lease thereafter accruing, but such provisions shall be binding upon each new owner of the Leased Premises while such party is an owner.

i. Severability. Each provision of this Lease is considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under federal law or applicable state law, such invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

[Signature Page to Follow]

The undersigned have caused this Lease to be executed and delivered, effective as of the date and year first above written.

LANDLORD:

Juneau Rental Space, LLC

By: _____
Name: Norvin Perez
Title: Manager
Address: 8505 Old Dairy Road, Juneau, AK 99801

TENANT:

Aurora Management LLC

By: _____
Name: Norvin Perez
Title: Manager
Address: 8505 Old Dairy Road Juneau, AK 99801

EXHIBIT A

Legal Description of the Leased Premises

Lot 23A, a resubdivision of Lots 23 and 24, Field Meadows Subdivision and Tract 1, U.S.S. No. 1195 into Lots 23A, Field Meadows Subdivision and Tract IA, U.S.S. No. 1195, according to Plat 85-64, Records of the Juneau Recording District, First Judicial District, State of Alaska.

The real property, including the building containing approximately 14,518 square feet, is commonly known as 8505 Old Dairy Road, Juneau, 99801.