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

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Green Life Supply, LLC	**License Number:**	10958		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREEN LIFE SUPPLY LLC				
Physical Address:	511 30th ave.				
City:	Fairbanks	**State:**	AK	**Zip Code:**	99701
Designated Licensee:	Nathan Davis				
Email Address:	greenlifealaska@gmail.com				

Section 2 – Attached Items

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

Attached Items:	proof of Possession Master lease 1-of-3 emails

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

Assignment and Sub-Lease Agreement

WHEREAS **CCM Investments, LLC** (as "Landlord") and **Nathan Abott Davis** (as "Tenant") entered into a Commercial Lease Agreement (the "Agreement") dated December 28th, 2015, concerning real property and improvements located at 511 30th Avenue in Fairbanks, Alaska 99701, and with a legal description of:

> **Lot One "A" (1A), Rees Subdivision, according to Plat No. 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska**

AND WHEREAS said Tenant desires to assign and sub-lease all rights pursuant to said Agreement to **Green Life Supply, LLC**, and Alaska Limited Liability Company; and

WHEREAS paragraph 23 of said Agreement provides that Tenant shall not assign or sublease Tenant's rights under the Agreement without prior written consent of Landlord;

NOW THEREFORE, Tenant does hereby assign and sub-lease all of Tenant's rights pursuant to the Agreement executed by and between **CCM Investments, LLC** (as Landlord) and **Nathan Abott Davis** (as Tenant), to **Green Life Supply, LLC**, as assignee/sub-lessee.

This Assignment and Sub-Lease Agreement incorporates all terms and conditions as set forth in the above-referenced Commercial Lease Agreement dated December 28th, 2015. **A true and correct copy of the Commercial Lease Agreement is attached hereto as Exhibit A.**

By signature below, Landlord CCM Investments, LLC hereby consents to this assignment and sub-lease.

TENANT / Sub-Lessor: Nathan Abott Davis

Nathan Abott Davis

Sub-Lessee: Green Life Supply, LLC

By:

Nathan Abott Davis / Managing Member

The foregoing was acknowledged before me this 9th day of December, 2016, by **Nathan Abott Davis**, both individually and as **Managing Member** of **Green Life Supply, LLC**, and with authority to execute the same on behalf of Green Life Supply, LLC.

STATE OF ALASKA
NOTARY PUBLIC
Andrea Huffman
My Commission Expires January 1st, 2018

Notary Public in and for Alaska
My commission expires: 1/1/2018

Landlord – CCM Investments, LLC

By:

Catherine H. Miller / Managing Member

The foregoing was acknowledged before me this 9th day of December, 2016, by **Catherine H. Miller**, as **Managing Member** of **CCM Investments, LLC**, an Alaska Limited Liability Company, and with authority to execute the same.

CECILIA MILLER
NOTARY
PUBLIC
STATE OF ALASKA

Notary Public in and for Alaska
My commission expires: 8/1/2017

COMMERCIAL LEASE AGREEMENT

This Lease Agreement is made and entered into on the 28 day of December, 2015, by and between CCM Investments, LLC (the "Landlord") and Nathan Abott Davis (the "Tenant").

Agreement

NOW THEREFORE, in consideration of the promises and conditions hereinafter contained, the parties agree as follows:

1. Identification of Property. Landlord owns the real property, building (consisting of approximately 17,965 square feet), and improvements located at 511 30th Ave., Fairbanks, Alaska, 99701, consisting of one lot, more particularly described as follows:

   Lot One "A" (1A), Rees Subdivision, according to Plat 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

   As used in this Lease, the term "Property" shall mean that property identified in this Section 1.

2. Lease of Property. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Property, subject to the terms and conditions of this Agreement.

3. Use of Property. Tenant shall use the Property for the following limited purpose, and for no other purpose without the prior written consent of the Landlord: commercial cannabis grow operation and production of marijuana products, subject to the terms and conditions of this Lease. Tenant shall be responsible for securing any necessary permits, licenses and other approvals necessary to operate its business. Landlord's consent to other business uses of the Property by Tenant shall not be unreasonably withheld.

4. Term. This Lease shall be for a term of sixty (60) months, starting 12:00 a.m. midnight on January 1, 2016 and ending 11:59 p.m. on December 31, 2020. The Tenant shall have one option to extend the term of this Lease for a period of sixty (60) months; provided that Tenant is in good standing under the terms of this Lease at all times prior to December 31, 2020. Tenant may exercise this option by delivering written notice of Tenant's intention to extend the term of this Lease to Landlord on or before June 30, 2020. In the event Tenant does not deliver written notice of Tenant's intention to extend the term of this Lease on or before June 30, 2020, or Tenant has defaulted on the terms of this Lease at any time, Tenant's option to extend the term of this Lease shall lapse. All the provisions of this Lease shall apply to the initial term and any extension of the initial term, unless otherwise agreed by the parties in writing.

5. Rent and Security Deposit.
   a. For the lease of the Property, the Tenant shall pay to Landlord the sum of EIGHT THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND FIFTY CENTS ($8,982.50) per month during the initial term of the Lease as rent. In the event Tenant elects to extend the term of this Lease pursuant to Section 4, the rent for each year of the extended term shall be one hundred and six percent (106%) of the immediately preceding year.

b. Landlord shall not charge Tenant rent for January, 2016. Rent shall be paid on February 1, 2016, and the first day of every month thereafter during the term of the Lease.

c. The rent that is due for any partial-calendar month of this Lease shall be prorated by dividing the monthly rent by thirty (30) to get a daily rental rate and then multiplying the daily rental rate by the number of days the Lease is effective in the partial calendar month.

d. If the full monthly rent is not received on or before the fifth (5th) day after payment is due, then the Tenant shall pay an additional amount as a late-charge equal five percent (5%)of the outstanding remaining balance. The assessment of a late charge shall be deemed to be additional rent due under this Agreement.

e. In addition to the rent set forth in this Section, Tenant shall pay Landlord an amount equal to EIGHT THOUSAND FIVE HUNDRED DOLLARS and no/100 ($8500.00) as a security deposit. The security deposit shall serve as security for the full and faithful performance by the Tenant of all the obligations and terms of this Lease to be performed by Tenant. Landlord may use part or all of the security deposit to fulfill Tenant's obligations to Landlord at any time Tenant is in Default (defined in Section 24) or otherwise violated the terms of this Lease. Tenant shall replenish the security deposit within 10 days after Landlord has provided Tenant notice of Landlord's use of the security deposit. Landlord is not obligated to accept the security deposit as rent. Any remaining balance of the security deposit shall be returned to Tenant within 30 days after the termination of this Lease; provided that if Tenant exercises its option to purchase the Property pursuant to Section 26 of this Lease, the security deposit shall be applied to the purchase price on the Property as earnest money. In the event of a sale of the Property to a third party, Landlord shall have the right to transfer the security Deposit to the third party buyer or refund the deposit in Landlord's discretion. If Landlord transfers the security deposit to the third party buyer, the Landlord shall be released of any liability for the return of the security deposit to the Tenant. Landlord shall not be required to segregate the security deposit from its other funds and shall be entitled to any income related to the security deposit during the time it is held by Landlord.

6. Holdover. Unless Landlord expressly agrees otherwise in writing, Tenant shall pay Landlord one hundred and fifty percent (150%) of the amount of rent then applicable prorated on a per diem basis for each day Tenant shall fail to vacate or surrender possession of the Property or any part thereof after expiration or earlier termination of this Lease, together with all damages sustained by Landlord on account thereof. Tenant shall pay such amounts on demand, and, in the absence of demand, monthly in advance. The foregoing provisions, and Landlord's acceptance of any such amounts, shall not serve as permission for Tenant to hold-over, nor serve to extend the Term (although Tenant shall remain a tenant-at-sufferance bound to comply with all provisions of this Lease). Landlord shall have the right at any time after expiration or earlier termination of this Lease, or Tenant's right to possession, to reenter and possess the Property and remove all property and persons therefrom, and Landlord shall have such other remedies for holdover as may be available to Landlord under other provisions of this Lease or applicable Laws.

7. Triple Net Lease. This Lease is what is commonly referred to as a "Net, Net, Net Lease" (or triple-net lease) it being understood that Landlord shall receive the rent set forth in Section 5 free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Property. In addition to the rent reserved by Section 5, Tenant shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs and any other charges, costs and expenses which arise from the Property or may be contemplated. All such charges, costs and expenses shall constitute additional rent, and upon the failure of Tenant to pay any such costs, charges or expenses including, without limitation, utilities pursuant to Section 9 and taxes and assessments pursuant to Section 10, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent. It is the intention of the parties except as expressly provided herein that this Lease shall not be terminable for any reason by Tenant and that Tenant shall in no event be entitled to any abatement of, or reduction in, rent payable under this lease, except as otherwise expressly provided herein. Any present or future law to the contrary shall not alter this agreement of the parties.

8. Maintenance and Repairs.

a. Tenant shall maintain and repair the Property so that it remains in as good condition as presently exists, normal wear and tear excepted. All such repairs, maintenance, or replacements shall be of good quality. Tenant shall hold Landlord harmless from any claims, liens, or encumbrances which may be created or attached to the Property because of such repairs, maintenance or replacements.

b. Tenant shall commit no waste of any kind in or about the leased Property, and Tenant shall pay for all damage to the Property, as well as damage to other occupants, caused by Tenant's misuse or neglect of the Property.

c. Tenant shall be responsible for any and all maintenance and repairs attributable to damage by Tenant's invitees or agents and to obstructions or objects deliberately or inadvertently introduced or placed in the fixtures, lines or equipment by Tenant, its employees, agents, licensees or invitees, and shall not be deducted from rent payments.

d. Tenant shall be responsible for any damage done to the Property or building as a result of robberies, break-ins, and burglaries.

e. Landlord shall not have any obligation to make any repairs or maintenance to the Property or the building on the Property; provided that Landlord shall maintain the roof of the building.

f. Landlord shall not be responsible or liable at any time for any loss or damages to Tenant's equipment, fixtures or other personal property or to Tenant's business.

g. Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damages to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying other portions of the Property.

h. Tenant is taking the Property "AS IS" with all faults. Landlord shall not be responsible or liable for: (a) any condition of the Property, or for any defect, latent or otherwise, in the Property or the improvements situated on the Property, or any of the equipment, machinery, utilities, appliances or appurtenances therein, (b) for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, steam, or snow or ice, running or the overflow of water or sewerage in any part of said Property, the building or the surrounding area, or for any injury or damage caused by or resulting from acts of God or the elements, or (c) any injury or damage caused by or resulting from any defect in the occupancy, construction, operation or use of any of the leased Property, building, machinery, apparatus or equipment by any occupant of the Property, unless Landlord itself is grossly negligent.

i. If Tenant fails to maintain the Property as provided in this Section 8, Landlord may make demand upon Tenant to make any such repairs as required, or give to Landlord such security as Landlord has reasonably requested to assure that repairs will be made in a reasonable time, within five (5) days of Landlord's demand. If Tenant fails to make such repairs, or provide Landlord such security as contemplated in the preceding sentence, within five (5) days of Landlord's demand, Landlord may make such repairs and charge the cost thereof to Tenant, which amount shall be paid by Tenant upon demand.

j. The landlord shall have the unilateral right to evaluate and inspect the Property at any time, after reasonable notice to Tenant and in compliance with any applicable law, for proper Maintenance and Repairs by the Tenant.

9. Utilities and Services. Tenant shall pay on time and hold Landlord free and harmless from any bills or assessments for light, heat, water, gas, electric, telephone, internet, refuse, sewer rentals or charges, and any other expenses arising out of or incidental to the occupancy of the Property. No full or partial utility deprivation including, but not limited to, blackout, brownout, or rationing shall give rise to any abatement of rent nor give any right of Tenant to terminate the Lease. Tenant shall provide janitorial service for the Property as required by Landlord.

10. Taxes and Assessments. As additional rent, Tenant agrees and covenants to pay directly to the proper governmental agency, on or before the date each installment becomes due and payable, an amount equal to all property taxes including but not limited to:

a. the property taxes, and all other taxes including commercial taxes and other similar taxes levied against or pertaining to the Property, excepting income taxes, which become due and payable during the term of this Lease, and

b. all installments of general, special, ordinary or extraordinary assessments including statutory interest, if any.

11. Condition of the Property. Tenant hereby acknowledges that it has viewed the Property and will accept the Property in its present condition.

12. Possession. Landlord shall deliver possession of the Property to Tenant upon the commencement of the term, free and clear of all tenants and occupants having rights inconsistent with the rights of

Tenant. At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall vacate and surrender possession of the entire Property in good, neat and clean order and well-maintained condition, ordinary wear and tear excepted, shall surrender all keys and key cards, and any parking transmitters, stickers or cards, to Landlord, and shall remove all personal property and trade fixtures that may be readily removed without damage to the Property. All improvements, fixtures and other items installed by Tenant or Landlord under or with respect to this Lease, shall be the property of Tenant during the Term of this Lease, but at the expiration or earlier termination of this Lease all such improvements, fixtures and other items shall become Landlord's property, and shall remain upon the Property (unless Landlord elects otherwise), all without compensation, allowance or credit to Tenant, except as otherwise provided in Section 16a.a Tenant shall restore the Property to the condition prior to the installation of such items in a good and workmanlike manner. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Property required hereunder, Landlord may do so and Tenant shall pay Landlord's charges therefor upon demand. All property removed from the Property by Landlord pursuant to any provisions of this Lease or any Law may be handled or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All property not removed from the Property or retaken from storage by Tenant within thirty (30) days after expiration or earlier termination of this Lease or Tenant's right to possession, shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. Unless prohibited by applicable Law, Landlord shall have a lien against such property for the costs incurred in removing and storing the same. Tenant hereby waives any statutory notices to vacate or quit the Property upon expiration of this Lease.

13. Damage or Destruction. If the Property is totally or partially damaged or destroyed from fire or from any other event during the Term of this Lease, then Tenant shall repair, restore and rebuild the Property in accordance with applicable building and zoning codes at the time of rebuilding to substantially the same condition immediately prior to such damage or destruction and this Lease shall remain in full force and effect. However, that Tenant shall have the right, with the consent of Landlord (which shall not be unreasonably withheld) to replace the Property with a different structure so long as (a) the value of the Property with such structure is no less than the value of the Property immediately prior to the date of casualty and no less than the square footage shown in Section 1 of this Lease, and (b) the new structure can be built and occupied under the then applicable laws, codes, ordinances, and zoning restrictions. Such repair, restoration and rebuilding (all of which are herein called "repair") shall be commenced within a reasonable time however no more than 90 days after such damage or destruction has occurred and permits necessary to authorize such rebuilding have been issued, and shall be diligently pursued to completion.

a. Insurance Proceeds. The proceeds of any insurance maintained under Section 15 hereof shall be made available to Tenant for payment of costs and expense of repair, provided however, that such proceeds may be made available to Tenant, subject to reasonable conditions, including, but not limited to architects' certification of cost, retention of percentage of such proceeds pending recordation of a notice of completion and a lien and completion bond (or payment and performance bond) to insure against mechanic's or materialmen's liens arising out of the repair and to insure completion of the repair, all at the expense of Tenant. In the event the insurance proceeds are insufficient to cover the cost of repair, then any amounts required over the amount of the insurance proceeds received that are required to complete said repair shall be paid by Tenant.

b. Abatement of Rent. Notwithstanding the partial or total destruction of the Property and any part thereof, and notwithstanding whether the casualty is insured or not, there shall be no abatement of rent or of any other obligation of Tenant hereunder including, without limitation, payment of operating expenses, insurance premiums and property taxes, by reason of such damage or destruction unless the Lease is terminated by virtue of another provision of this Lease.

14. Risk of Loss. As a material part of the consideration of this Lease, the Tenant hereby waives all claims against Landlord for any damages for business interruption or loss to personal property in, upon, or about the Property, from any causes arising any time during the term of this Lease.

15. Insurance. Tenant agrees to provide and keep in force during the term of this Lease and at its own cost and expense the following insurance coverage from an insurance company or companies authorized to do business in the State of Alaska:

a. Fire and Casualty Insurance. Fire and casualty insurance in an amount not less than the Full Insurable Value of the building and improvements on the Property, such insurance in full force and effect for and during the time any buildings and improvements are located on the Property during the term of the Lease. For the purpose hereof "Full Insurable Value" shall mean the replacement cost of the building and improvements without allowance for depreciation. Such policy shall insure the Landlord and Tenant.

b. Public Liability and Property Damage. Public liability and property damage insurance with limits of not less than $2,000,000 for injury and death to any one person, and $2,000,000 for injury or death in any one accident or occurrence per location including property damage, insuring Landlord and Tenant, and with a cross-liability endorsement covering claims by an insured against another insured. Provided, however, regardless of the limits specified herein, if any other binding agreement affecting the Property that specifies higher limits, Tenant shall comply with the higher limits specified therein. The public liability and property damage insurance described in this Section 15(b) shall be primary insurance and any insurance maintained by Landlord shall be excess and noncontributing.

c. Additional Insureds. Each policy shall name Landlord and Landlord's mortgagee, if any, as Additional Insureds, as their interests may appear, and shall contain a covenant that should such policies be cancelled, assigned, or materially changed during the policy period, the insurer will mail a notice thereof to Landlord and Landlord's mortgagee at least thirty (30) days in advance. Certificates of insurance evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant prior to Tenant's occupancy of any portion of the Property. No such policy shall be cancelable except after thirty (30) days written notice to Landlord and Landlord's mortgagee. Tenant shall, prior to the expiration of any such policy, furnish Landlord with renewals or "binders" thereof together with evidence of the payment of premiums therefore, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be paid by Tenant upon demand. The insurance, as to the interest of Landlord's mortgagee therein, shall not be invalidated by any act or neglect of Landlord or Tenant or any owner of the Property, nor by any

foreclosure or any other proceedings or notices thereof relating to the Property, nor by any change in the title or ownership of the Property nor by occupancy of the Property for purposes more hazardous than are permitted by such policy.

d. Deductibles. The fire and casualty coverage specified herein shall have a deductible no greater than FIVE THOUSAND DOLLARS and no/100 ($5,000.00). The public liability and property damage coverage specified herein shall have a deductible no greater than FIVE THOUSAND DOLLARS AND no/100 ($5,000.00). Tenant shall be liable for any deductible amount. The policies of insurance required to be carried by Tenant shall be primary and not in excess of any other insurance available to Landlord. Tenant covenants and agrees not to violate, nor knowingly permit to be violated, any condition of the policies required under this Lease. Neither the issuance of any such insurance policy nor the minimum limits specified in this Section 15 shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.

e. Waiver of Subrogation. Landlord and Tenant each hereby waive any and all rights of recovery against the other, for loss or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage, to the extent of such insurance coverage, only.

f. No Impairment of Coverage. Tenant shall not carry any stock goods or do anything in or about the Property, which will impair or invalidate the obligation of any policy of insurance on or in reference to the Property or the building. Landlord shall have the right to require that the amount or type of insurance coverage required of Tenant hereunder be adjusted from time to time to reflect insurance customarily required for similar properties in the Anchorage, Alaska area. Insurance coverage shall be written by an insurance company or companies licensed to do business in the State of Alaska.

g. Review of Coverage. Landlord and Tenant agree to review the insurance coverages provided herein at least once every two (2) years and to increase the limits, if necessary, in accordance with reasonable commercial standards.

16. Improvements.

a. Alterations. Landlord shall not be required to make any alterations for Tenant's use of the Property, whether to comply with any law or for security purposes or otherwise. Tenant shall not attach any fixtures, equipment or other items to the Property, or paint or make any other additions, changes, alterations, or improvements (collectively hereinafter "alterations") to the Property without Landlord's prior written consent, which with respect to alterations to the Property will not be unreasonably withheld so long as Tenant is not then, nor has been, in default of this Lease (beyond any applicable cure period). If Landlord consents to any alteration, Landlord may post notices of nonresponsibility in accordance with law. Any alterations so made shall remain on and be surrendered with the Property upon expiration or earlier termination of this Lease, except that Landlord may, within thirty (30) days before or thirty (30) days after expiration or earlier termination hereof elect to require Tenant to remove any or all alterations at Tenant's sole costs and expense. At the time Tenant submits plans for requested alterations to Landlord for Landlord's approval,

Tenant may request in writing that Landlord identify which alterations Landlord may require Tenant to remove at the termination of or expiration of this Lease. Landlord shall make such identification simultaneous with its approval (if any) of the alterations on Exhibit B, and Tenant shall not be required to remove any identified alterations. If Landlord elects to require removal of alterations, or Landlord agrees in writing that Tenant may be permitted to take certain alterations or fixtures at the expiration of this Lease, then at its own and sole cost and expense, Tenant shall restore the Property to the condition prior to the installation of such items in a good and workmanlike manner before the last day of the term or within thirty (30) days after notice of its election is given, whichever is later. Any fixtures, alterations, or improvements the parties agree that Tenant will take upon expiration of the Lease shall be set forth on Exhibit B to this Lease and initialed by the parties.

b. Performance. In the event Landlord consents in writing to Tenant's requested alteration of the Property, Tenant shall only contract with a licensed, bonded, and insured contractor for the construction of such alterations, shall secure all appropriate governmental approvals and permits and shall complete such alterations with due diligence, in a neat, clean, good and workmanlike manner and in strict compliance with the plans and specifications approved by Landlord. All such construction shall be performed in a manner which shall not interfere with the occupancy of the other tenants of the building (as applicable). All cost, expenses and fees related to or arising from construction of any alteration shall be paid by Tenant prior to delinquency.

c. Liens. Tenant shall pay all costs for alterations when due. Tenant shall keep the Property, building, and this Lease free from any mechanic's, materialman's, architect's, engineer's or similar liens or encumbrances, and any claims therefor, or stop or violation notices, in connection with any alteration. Tenant shall remove any such claim, lien or encumbrance, or stop or violation notices of record, by bond or otherwise within ten (10) days after notice by Landlord. If Tenant fails to do so, such failure shall constitute a default by Tenant, and Landlord may, in addition to any other remedy, pay the amount (or any portion thereof) or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, or stop or violation notices, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by Landlord shall be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to or any mortgagee's interest in the Property to any such claims, liens or encumbrances, or stop or violation notices, whether claimed pursuant to statute or other Law or express or implied contract.

17. Compliance with Laws/Environmental Provisions.

a. General Compliance. Tenant at all times during the Lease term, at its own expense, and with all due diligence, shall observe and comply with all state and municipal laws, and federal laws (to the extent not inconsistent with growing marijuana), and related ordinances, rules, and regulations which are now in effect or may later be adopted by any governmental authority having jurisdiction over the Property, and which may be applicable to the Property or any improvement on it. Notwithstanding the fact that Tenant's use of the Property may be inconsistent with federal laws regarding the legality of growing marijuana,

Tenant shall comply with federal laws concerning environmental matters and substances as they may relate to marijuana and related substances as further described in this Section.

b. Environmental Laws. In furtherance and not in limitation of the foregoing paragraph, Tenant must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type, or other release of hazardous materials occurs upon or from the Property during the Lease term or any holdover thereafter, Tenant shall immediately notify Landlord. Tenant shall, at Tenant's own expense, clean and restore the Property to the satisfaction of Landlord and any governmental body or court, to the extent the discharge, leakage, emission or pollution is deemed attributable to Tenant's use or occupancy of the Property.

c. Hazardous Materials on Property. Tenant shall not, without the prior written consent of Landlord, in Landlord's sole discretion, keep on or around the Property, for use, disposal, treatment, generation, storage or sale, any substances designed as, or containing components designated as, a "hazardous substance," "hazardous material" (defined in more detail below), hazardous waste," "regulated substance" or "toxic substance" (collectively referred to as "Hazardous Substances"). With respect to any such Hazardous Substances, Tenant shall: (i) comply promptly, timely and completely with all Laws for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers; (ii) submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; (iii) within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with all applicable Laws; (iv) allow Landlord or Landlord's agent or representative to come on the Property at all times to check Tenant's compliance with all applicable Laws; (v) comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Property, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and (vi) comply with all applicable Laws regarding the proper and lawful use, sale, storage, transportation, generation, treatment and disposal of Hazardous Substances. Any and all costs incurred by Landlord and associated with Landlord's monitoring of Tenant's compliance with this Section 17, including Landlord's attorneys' fees and costs, shall be additional rent and shall be due and payable to Landlord immediately upon demand by Landlord.

d. Environmental Indemnity. Tenant shall be fully and completely liable to Landlord for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Property. Tenant shall fully indemnify, defend and save Landlord and Landlord's mortgagee, if any, harmless from any and all of the costs, fees, penalties and charges assessed against or

imposed upon Landlord (as well as Landlord's and Landlord's mortgagee's attorneys' fees and costs) as a result of Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances. Upon Tenant's default under this Section 17, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies: (i) at Landlord's option, to terminate this lease immediately; and/or (ii) to recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Landlord and other tenants of the building or Property, any and all damages and claims asserted by third parties and Landlord's attorney's fees and costs. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. The foregoing indemnity shall not apply to any discharge, leakage, spillage, emission or pollution which is caused by a person who occupies the Property after the termination of this Lease.

e. Hazardous Material. For purposes of this Lease, the term "hazardous material" means any hazardous or toxic substances, material, or waste, including but not limited to those substances, materials, and wastes listed or defined as such in federal, state, or local law, regulation or ordinance, including but not limited to, in the following: U.S. Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101); regulations of the U.S. Environmental Protection Agency (including 40 C.F.R. Part 302; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and its implementing regulations; the Solid Waste Disposal Act of 1984; AS 46.03.010 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.); and as a petroleum product or oil as defined in 33 U.S.C. § 1321.

f. Entry to Perform Testing. Landlord and its agents at Landlords sole expense shall have the right to enter and perform testing, analysis and other tasks on the Property as required by any governmental agency including without limitation the Alaska Department of Environmental Conservation.

18. Waste; Use; No Liens. Except as to liens arising as a result of work performed by or at the direction of Landlord, which shall be the sole responsibility of Landlord, Tenant agrees that beginning at the commencement of this lease and during the Term hereof, it shall not do or suffer any waste to the Property, or cause, suffer or permit any liens to attach to or to exist against the Property by reason of any act or omission of Tenant or person claiming through Tenant or by reason of its failure to perform any act required of it hereunder. Tenant agrees to save and hold harmless Landlord from and against any such lien(s) or claims of lien(s). Tenant shall not permit the Property to be used for illegal purposes, nor maintain, commit, or permit the maintenance or permission of any nuisance on the Property. Tenant agrees that Tenant's use of the Property and any assignee and/or sub Tenant of Tenant's use of the Property are limited. Provided, however, Tenant shall not be required to pay or discharge any lien against the Property so long as Tenant has given Landlord notice of its intent to contest such lien and Tenant is in good faith contesting the validity or amount thereof and has given to Landlord such security as Landlord has reasonably requested to assure payment of such lien and to prevent the sale, foreclosure or forfeiture of the land, building or Property by reason of non-payment. In the event that any lien does so attach, and is not released within thirty (30) days after written notice to Tenant thereof or if Tenant has not indemnified Landlord against such lien within said thirty (30) day period, Landlord, in its sole discretion, may pay and discharge the same and relieve the Property therefrom, and Tenant agrees to repay and reimburse Landlord upon

demand for the amount so paid by Landlord. The existence of any mechanics', laborer's, material men's, supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this paragraph if payment is not yet due and payable upon the contract or for the goods or services in respect of which any such lien has arisen. On final determination of the lien or claim of lien Tenant will immediately pay any judgment rendered, and all costs and charges, and shall cause the lien to be released or satisfied. Tenant will not use or permit the use of the land, building or Property in any manner which would result (with or without the passage of time) in the creation of any easement or prescriptive right. Tenant shall not use or occupy the Property, or knowingly permit the Property to be used or occupied, contrary to any statute, rule, order, ordinance, requirement, regulation or certificate of occupancy affecting the same, or which would make void or voidable any insurance then in force with respect thereto or which would make it impossible to obtain fire or other insurance thereon required to be furnished hereunder at Tenant's expense, or which would cause structural injury to the improvements or cause the value or usefulness of the Property, or any portion thereof to diminish (reasonable wear and tear excepted), or which would constitute a public or private nuisance or waste, and Tenant agrees that it will promptly, upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

19. Hold Harmless. Tenant shall indemnify, save, and hold Landlord harmless against all claims, damages, losses, costs, and expenses, including attorney's fees, for or on account of any injury or damage to any persons or property caused by or resulting from Tenant's possession, use or occupancy of the Property or the activities of any of Tenant's employees or agents. The foregoing indemnity and hold harmless shall include (without limitation) any damages accruing to Landlord as a result of the criminal prosecution, forfeiture seizures, and any other matter resulting in a default by Tenant under the terms of this Lease.

20. Quiet Possession. Upon paying the rent and performing the covenants of this Lease, Tenant shall quietly have, hold, and enjoy the Property and all rights granted to Tenant by this Lease during its term.

21. Landlord's Access. Landlord shall at all reasonable times during Tenant's business hours have access to the Property to view the condition of the Property or to post notices of nonresponsibility. In the event the Purchase Option provided in Section 26 of this Lease is not exercised, Landlord shall also be entitled to put "to lease" or "for lease" signs in and about the Property, and to show the Property to prospective lessees, during the last ten (10) months of the Lease term and any extended term.

22. Abandoned Property. Tenant shall not vacate nor abandon the Property at any time during the lease term nor permit the Property to remain unoccupied for a period longer than ten (10) consecutive days during the lease term. If Tenant vacates or abandons the Property in violation of this Lease, any property that Tenant leaves on the premises shall be deemed to have been abandoned and may either be retained by Landlord as the property of Landlord or may be disposed of at public or private sale as Landlord sees fit. Any property of Tenant sold at public or private sale or retained by Landlord shall have the proceeds of any such sale (or the then current fair market value of such property as may be retained by the Landlord) applied by the Landlord against (a) the expenses of Landlord for removal, storage, or sale of the property, (b) the arrears of rent or future rent payable under this Lease, and (c) any other damages to which Landlord may be entitled hereunder. The balance or such amounts if any shall be given to Tenant.

23. Assignment or Subleasing.

a. Tenant shall not assign, sublease, pledge, or otherwise encumber this Lease, either voluntarily or through operation of law, without the prior written consent of Landlord. All such unauthorized assignments, subleases, and encumbrances shall be void, and this Lease shall terminate automatically without notice.

b. Assignment is defined as the creation of any lien, encumbrance, or other interest in this Lease. The consent to one assignment, mortgage, sublease, pledge or encumbrance shall not be deemed consent to be any subsequent assignment, mortgage, sublease, pledge or encumbrance. Any attempt to assign, mortgage, sublease, pledge or encumber without the prior written approval of Landlord will constitute a breach of this Lease and convey no rights or interest in the Lease or Property. Landlord's consent to any assignment, mortgage, sublease, pledge or encumbrance of the Lease by the Tenant, shall be subject to Landlord's option to increase the rental to the amount per square foot of rental for similar lease of commercial space in the vicinity.

c. Landlord shall have the right to assign this Lease at any time without the consent of Tenant and the assignee or assigns, if any, of Landlord shall take subject to all the terms and conditions of this Lease.

24. Tenant's Default.

a. The occurrence of any one or more of the following events in this Section 24(a) or Section 24(b) shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth in Section 25 below: (i) failure to make when due any payment of rent, unless such failure is cured within three (3) days after notice from Landlord; (ii) failure to observe or perform any term or condition of this Lease other than the payment of rent (or the other matters expressly described herein), unless such failure is cured within any period of time following notice expressly provided with respect thereto in other Sections hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following notice from Landlord (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly within such period and thereafter diligently pursues its completion); (iii) failure to cure immediately upon notice thereof any condition which is hazardous, interferes with another tenant or the operation or leasing of the Property, or may cause the imposition of a fine, penalty or other remedy on Landlord or its agents or affiliates; (iv) abandonment and vacation of the Property (failure to occupy and operate the Property for ten (10) consecutive days while in monetary default under this Lease shall conclusively be deemed an abandonment and vacation); (v) Tenant, or any guarantor of this Lease ("Guarantor"), filing by or for reorganization or arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or such Guarantor, the same is dismissed within thirty (30) days); (vi) Tenant's or any Guarantor's insolvency or failure, or admission of an inability, to pay debts as they mature; or (vii) a violation by Tenant or any affiliate of Tenant under any other lease or agreement with Landlord or any affiliate thereof which is not cured within the time permitted for cure thereunder. Additionally, if Tenant violates the same term or condition of this Lease on two (2) occasions during any twelve (12) month period, Landlord shall have the right to

exercise all remedies for any violations of the same term or condition during the next twelve (12) months without providing further notice or an opportunity to cure, regardless of whether part or all of the security deposit has been applied to the Default or violation. The notice and cure periods provided herein are intended to satisfy any and all notice requirements imposed by Law on Landlord and are in lieu of, and not in addition to, any notice and cure periods provided by Law; provided, Landlord may elect to comply with such notice and cure periods provided by Law.

b. Notwithstanding any other term in this Lease, Landlord may terminate the Lease immediately if any of the following occur: (i) federal criminal prosecution of Landlord for conspiracy to sell, produce, or transport an illegal drug; (ii) seizure of any of Landlord's property under federal laws providing for forfeiture of assets by those involved in drug trafficking.

25. Landlord's Remedies. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Law or other provision of this Lease:

a. Landlord may terminate Tenant's right to possession without termination of this Lease, or Landlord may terminate this Lease and Tenant's right to possession, at any time following a Default; provided, no act of Landlord other than giving notice to Tenant with express statement of termination shall terminate this Lease or Tenant's right to possession. Acts of maintenance, efforts to relet the Property or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of tenant's right to possession. Upon termination of Tenant's right to possession, Landlord shall have the right to reenter the Property and recover from Tenant in addition to any other monies provided herein or at Law: (a) the Worth of the unpaid rent that had been earned by Landlord at the time of termination of Tenant's right to possession; (b) the Worth of the amount of the unpaid rent that would have been earned after the date of termination of Tenant's right to possession through the expiration of the Lease Term; and (c) all other expenses incurred by Landlord on account of Tenant's Default, including without limitation any Costs of Reletting (defined below) and Landlord's attorney fees and collection costs. The "Worth" as used for item (a) above is to be computed by allowing interest at the rate of ten and one-half percent (10.5%) to accrue on all such unpaid rent (or such lesser rate required by Law, if any). The Worth as used for item (b) above is to be computed by discounting the amount of rent at the discount rate of the Federal Reserve Bank of San Francisco at the time of termination of Tenant's right of possession.

b. In the event of any such reentry by Landlord, Landlord may, at Landlord's option, require Tenant to remove from the Property any of Tenant's property located thereon. If Tenant fails to do so, Landlord shall not be responsible for the care or safekeeping thereof and may remove any of the same from the Property and place the same elsewhere in the building or in storage in a public warehouse at the cost, expense and risk of Tenant with authority to the warehouseman to sell the same in the event that Tenant shall fail to pay the cost of transportation and storage, all in accordance with the rules and regulations applicable to the operation of a public warehouseman's business. In any and all such cases of reentry Landlord may make any repairs in, to or upon the Property which may be necessary,

desirable or convenient, and Tenant hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any property in or about the Property or any part thereof.

c. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not therefor reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies. All rent and other consideration paid by any replacement tenants shall be applied at Landlord's option: (i) first, to the Costs of Reletting (defined below), (ii) second, to the payment of all costs and attorney fees of enforcing this Lease against Tenant or any Guarantor, (iii) third, to the payment of all interest and service charges accruing hereunder, (iv) fourth, to the payment of rent theretofore accrued, and (v) with the residue, if any, to be held by Landlord and applied to the payment of rent and other obligations of Tenant as the same become due (and with any remaining residue to be retained by Landlord). "Costs of Reletting" shall include without limitation, all costs and expenses incurred by Landlord for any repairs, improvements or other matters necessary to prepare the Property for another tenant, brokerage commissions, advertising costs, attorneys' fees, any economic incentives given to enter leases with replacement tenants. With respect to reletting the Property, Landlord shall only be required to use reasonable efforts, and Landlord shall not be required to relet at rental rates or terms less favorable to Landlord than those contained herein. The times set forth herein for the curing of Defaults by Tenant are of the essence with regard to this Lease.

26. Purchase Option. Tenant shall have the option to purchase the Property from Landlord in accordance with the terms and conditions of this Section 26 (referred to as the, "Purchase Option").

a. Exercise of Option. This Purchase Option may be exercised by Tenant providing written notice mailed to the Landlord at the address provided for the mailing of notices in this agreement; provided that Tenant must be in good standing under the terms of this Lease in order to exercise the Purchase Option.

b. Timing of Exercise. This Purchase Option may be exercised at any time in the last year of the initial term prior to 5:00pm AKST on June 30, 2020 (or at any time in the last year of the extended term prior to 5:00pm AKST on June 30, 2026 if, and only if, Tenant has exercised Tenant's option to extend the term of this Lease pursuant to Section 4). If exercised, closing on the purchase and sale of the Property shall occur on December 31, 2020 (or December 31, 2026 if, and only if, Tenant has exercised Tenant's option to extend the term of this Lease pursuant to Section 4). If the Purchase Option is not exercised by Tenant as provided in this Section, its terms shall lapse, and the Landlord may immediately thereafter list the property for sale or lease.

c. Contract of Sale. If this Purchase Option is exercised, then this Lease (and more specifically this Section 26) shall become the purchase and sale agreement between the parties.

d. Title. Title to the premises shall be a good and marketable title in fee simple, free and clear of all encumbrances, except the lien of current real estate taxes not yet due and payable, reservations expressed in the U.S. Patent, easements for roads, gas, electric, water and sewer lines, reservations and restrictions of record, and encroachments ascertainable by physical inspection of the premises. Title shall include any improvements, fixtures, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining. The conveyance from Landlord to Tenant will be effectuated via a Statutory Warranty Deed.

e. Price. If this Purchase Option is exercised, the purchase price for the Property shall be at full appraised value as determined by a qualified third-party real estate appraiser with MAI credentials familiar with the Fairbanks market using full fair value rental rates (and not at the rate provided for in the lease agreement); *provided however*, the appraised value shall not include the fair market value of the improvements Landlord and Tenant *agree in advance that Tenant shall be permitted to remove* set forth on the Exhibit B attached to this Lease (pursuant to Section 16.a of this Lease), initialed, and marked "excluded." Any improvement listed on Exhibit B that is not marked "excluded" *and* initialed by all parties shall be included in the appraised value of the Property. The fair market value of any improvements excluded from the appraised value shall be the fair market value of the improvements or fixtures on the day the transactions contemplated by the Purchase Option are intended to close. Notwithstanding anything to the contrary in this Lease, the purchase price for the Property shall not be less than FIVE THOUSAND DOLLARS and no/100 ($500,000.00).

f. Terms of Sale. Tenant will pay the purchase price to the Landlord either (i) in cash or wire transfer acceptable to the Landlord; or, (ii) by making a down payment equal to twenty percent (20%) of the purchase price, with the balance paid in equal monthly installments amortized over fifteen (10) years, with interest to accrue at the prime rate published by Northrim Bank plus 2.0%, with the prime rate being adjusted on January 1 of each year for the term of the obligation. The Tenant may prepay the entire remaining principal and accrued interest after 5 years. Until the entire balance of the purchase price, along with any accrued interest and other charges, is paid, Tenant's obligations under this Section 26, and any uncured obligations in default under this Lease, shall be secured by a first priority deed of trust on the Property in favor of Landlord, which deed of trust shall provide that Tenant shall pay all costs of collection and foreclosure, including actual attorneys' fees, incurred by Landlord in the event of Tenant's default.

g. Title, Deed, Escrow and Environmental Matters. Landlord agrees to pay the cost of procuring an owner's standard title insurance policy. Landlord and Tenant agree to evenly divide any costs of drawing and preparing the deed and attendant security instruments, as well as escrow fees and charges, and any other charges and fees associated with closing; provided that Tenant shall be solely responsible for any cost arising out of Tenant's financing or required by Tenant's lender. Tenant shall assume and hold Landlord harmless from any liability associated with the Property including any and all outstanding environmental liability, whether arising prior to or after closing on the purchase and sale of the Property.

h. Survival of Obligations. All sums payable to Landlord from Tenant under this Lease, whether for rent or otherwise, shall survive the exercise of the Purchase Option and remain owing to Landlord after closing on the sale of the Property. Following the sale of the Property by Landlord to Tenant pursuant to this Purchase Option, the provisions of this Lease that may be performed or relied upon after closing shall survive the closing on the purchase and sale of the Property.

27. Notices. Except as expressly provided to the contrary in this Lease, every notice or other communication to be given by either party to the other with respect hereto or to the Property, shall be in writing and shall not be effective for any purpose unless the same shall be served personally, or by national air courier service, or United States certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth below, or such other address or addresses as Landlord or Tenant may from time to time designate by notice given as above provided. Every notice or other communication hereunder shall be deemed to have been given as of the third business day following the date of such mailing (or as of any earlier date evidenced by a receipt from such national air courier service or the United States Postal Service) or immediately if personally delivered. Notices not sent in accordance with the foregoing shall be of no force or effect until received by the foregoing parties at such addresses required herein. The addresses for the purpose of giving notice shall be:

Landlord: CCM Investments, LLC
Attn: Catherine H. Miller
1630 S. Lane Street
Seattle, WA 98144

With a copy to:
CCM Investments, LLC
c/o MB Services, Inc.
845 K Street
Anchorage, AK 99501

Tenant:
Nathan Abott Davis
511 30th Avenue
Fairbanks, AK 99701

With a copy to:
_____
_____
_____
_____

28. Waiver and Forbearance. Except to the extent that the Landlord may have otherwise agreed in writing, no waiver by the Landlord of any breach by the Tenant of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by the Landlord to seek a remedy for any breach of the Tenant be deemed a waiver by the Landlord of its rights or remedies with respect to such breach.

29. Collection of Less Than Monthly Rent. No payment by Tenant or receipt by Landlord of an amount less than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check effect any accord and satisfaction, but Landlord may accept such rent payment without prejudice to his rights to collect the balance of such rent.

30. Collection of Rent from Others. If this Lease is assigned, or if the Property or any part thereof is underlet, sublet, or occupied by any person other than Tenant, Landlord may collect rent from such

assignee, under tenant, sub-Tenant, or occupant and apply the net amount collected to the rent reserved herein, and no such collection shall be deemed a waiver of the covenant herein against assignment, under letting, or subletting or an acceptance of the assignee, under tenant, sub Tenant, or occupant as Tenant, and in every such case Tenant shall perform and continue to perform all of the covenants of this Lease on the part of Tenant to be performed.

31. Estoppel Certificate. Tenant shall at any time upon reasonable notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and the date to which the rent or other charges have been paid in advance, if any.

32. Eminent Domain. If the Property or any material portion of it is taken or appropriated or condemned by reason of eminent domain, or sold under the threat of the exercise of such power, this Lease may be canceled at the option of either the Landlord or the Tenant, by either party giving thirty (30) days written notice to the other. Any award for the taking of all or any part of the Property under the power of eminent domain shall be the sole property of the Landlord; provided that the taking of a portion of the Property for street or sidewalk purposes exclusive of any portion of building shall not warrant any abatement or entitle Tenant to any abatement of annual rental.

33. Subordination and Nondisturbance. This Lease and all of the rights of Tenant are and shall be subject and subordinate to the lien of every security interest, deed of trust and every mortgage now or hereafter placed on the Property or any part thereof (except the property of Tenant and others stated to be removable under this Lease), and to any and all renewals, modifications, consolidations, replacements, extensions, or substitutions of any such security interest, mortgage or deed of trust ("encumbrances"). In addition, the interest of Tenant shall be subject and subordinate to the interest of a purchaser of the Property who acquires an interest subsequent to the date of this Lease.

34. Successors and Assigns. The covenants and agreements of this Lease shall be binding upon the legal representatives, successors, and assigns of the parties.

35. Attorney's Fees. If, by reason of any default on Tenant's part in the performance of the terms and conditions or provisions of this Lease, including the Purchase Option provided at Section 26, Landlord deems it necessary to employ an attorney, Tenant shall pay all costs, expenses and attorney's fees expended or incurred by Landlord.

36. Headings. The headings used in this Agreement are inserted for convenience only and shall be disregarded in construing this Lease.

37. Rule of Construction. The rule of strict construction of a document against the drafter is waived in partial consideration for the other covenants contained herein, and all parties to this Lease recognize that they have been represented by separate counsel or have been afforded that opportunity in this transaction, and all terms and conditions herein have been negotiated at arms length.

38. Amendment or Modification. No amendment, change or modification of this Agreement shall be valid unless that modification is in writing and signed by all parties to this Agreement.

NP

39. Prior Agreements. This Agreement contains the entire agreement between the parties. Any prior representation, promise or condition, oral or written, not incorporated herein shall not be binding upon the parties.

40. Memorandum of Lease. Tenant agrees that Tenant will not record this Lease. At the request of either Landlord or Tenant, the parties shall execute a memorandum lease for recording purposes in lieu of recording this Lease in a form substantially similar to Exhibit A of this Lease.

41. Brokerage Representation. The parties acknowledge Alaska Commercial Properties, Inc has represented Landlord in this transaction. Landlord represents that Landlord shall be responsible for any fees or commissions due to Alaska Commercial Properties, Inc. for this Lease and the subsequent sale of the Property if the Tenant exercises the Purchase Option. Tenant has not engaged a separate broker for this transaction.

42. Jurisdiction and Applicable law. This Agreement shall be construed, interpreted and enforced, pursuant to the laws of the State of Alaska, and the parties agree that the Anchorage Superior Court in the Third Judicial District for the State of Alaska shall have exclusive jurisdiction of any suit or proceeding brought with respect to this document.

43. Interpretation. Whenever the singular number is used in this Lease and when required by context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporations, firms, or associations. If there be more than one Tenant, the obligations imposed under this Lease upon Tenant shall be joint and several.

44. Severability. If any portion of this Lease is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the 1 day of January, 2016.

LANDLORD:	CCM Investments, LLC	TENANT:	Nathan Abott Davis
Address:	1630 S. Lane Street Seattle, WA 98144	Address:	501 W. Crestwood Wasilla, Alaska 99654
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	
By:		By:	
Catherine H. Miller, Managing Member		Nathan Abott Davis	

EXHIBIT A - MEMORANDUM OF LEASE

This Memorandum of Lease is entered into this 28 day of December, 2015 by and between CCM Investments, LLC ("LANDLORD"), and Nathan Abott Davis ("TENANT").

1. Property. Landlord has leased to Tenant the premises described in that certain Lease between Landlord and Tenant, dated the 1 day of January, 2016, located in the State of Alaska and more particularly described as follows:

> Lot One "A" (1A), Rees Subdivision, according to Plat 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

2. Term. The Lease commences on January 1, 2016, and terminates on December 31, 2020; provided that Tenant has one option to extend the term of the Lease for sixty (60) months.

3. Option to Purchase. The Lease contains an option for Tenant to purchase the Property, exercisable by Tenant.

LANDLORD: CCM Investments, LLC
Address: 1630 S. Lane Street
Seattle, WA 98144

By: _____
Catherine H. Miller, Managing Member

The foregoing instrument was acknowledged before me this 28 day of DECEMBER, 2015 by Catherine H. Miller, Managing Member, on behalf of CCM Investments, LLC, an Alaska Limited Liability Company.

ABDIHAKIM A. ALI
COMMISSION EXPIRES
NOTARY PUBLIC
12-08-18
STATE OF WASHINGTON

_____
Notary Public for ~~Alaska~~ Washington
My commission expires: 12-08-18

TENANT: Nathan Abott Davis
Address: 501 W. Crestwood
Wasilla, Alaska 99654

By: _____
Nathan Abott Davis

The foregoing instrument was acknowledged before me this 31st day of December, 2015 by Nathan Abott Davis.

Notary Public
YASMIN GIL
State of Alaska
My Commission Expires Mar. 17, 2017

_____
Notary Public for Alaska
My commission expires: 3/17/17

TO BE RECORDED IN THE FAIRBANKS RECORDING DISTRICT. AFTER RECORDING RETURN TO: Peter Brautigam, Manley & Brautigam, PC, 845 K Street, Anchorage, AK 99501

EXHIBIT B – SCHEDULE OF TENANT IMPROVEMENTS AGREED IN ADVANCE

The parties agree that Tenant shall be permitted or required to remove and take the following fixtures and improvements with Tenant upon expiration of the Lease between CCM Investments, LLC and Nathan Abott Davis dated _____ ___, 20___ (the "Lease"); provided that Tenant shall remove the items at Tenant's sole expense and shall repair the Property as provided in Section 12 and Section 16 of the Lease. The parties shall indicate whether the fair market value of those items will be excluded from the appraised value of the Property in the event Tenant exercises its option to purchase the Property pursuant to Section 25.e. of the Lease by marking "Excluded" below. Any capitalized terms not otherwise defined in this Exhibit B shall have the definition set forth in the Lease. To the extent any term of this Exhibit conflicts with the terms of the Lease, the terms of the Lease shall control.

Improvement	To Be Removed?	Will the Fair Market Value be Excluded?	Initials	Date
1. pending Final list				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

ADDENDUM TO COMMERCIAL LEASE AGREEMENT
(Dated December 28, 2015)

WHEREAS **CCM Investments, LLC** (as "Landlord") and **Nathan Abott Davis** (as "Tenant") entered into a Commercial Lease Agreement (the "Agreement") dated December 28th, 2015, concerning real property and improvements located at 511 30th Avenue in Fairbanks, Alaska 99701, and with a legal description of:

> **Lot One "A" (1A), Rees Subdivision, according to Plat No. 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska**

AND WHEREAS said Tenant has assigned Tenant's rights pursuant to the Commercial Lease Agreement by Assignment and Sub-Lease to **Green Life Supply, LLC**, an Alaska Limited Liability Company; and

WHEREAS Landlord and Tenant desire to modify and amend certain portions of said Commercial Lease Agreement;

NOW THEREFORE, Landlord and Tenant hereby agree to the following amendments and modifications of paragraph 3 and paragraph 25 in said Commercial Lease Agreement:

3. **Use of Property**. Tenant shall use the Property for the following limited purpose, and for no other purpose without the prior written consent of the Landlord: commercial cannabis grow operation and production of marijuana products, **to include the cultivation, production and retail sales of such products**, subject to the terms and conditions of this Lease. Tenant shall be responsible for securing any necessary permits, licenses or other approvals necessary to operate its business. Landlord's consent to other business uses of the Property by Tenant shall not be unreasonably withheld.

25. **Landlord's Remedies**. Landlord expressly agrees that, notwithstanding one or more defaults in any of the terms of the Commercial Lease Agreement, **in no event shall Landlord shall have any right to take possession of any marijuana products of any kind or sort.**

By signatures below, Landlord CCM Investments, LLC, Tenant Nathan

Abott Davis, and Sub-Lessee Green Life Supply, LLC, hereby consent to the above modifications and amendments to paragraph 3 and paragraph 25 of the Commercial Lease Agreement dated December 28, 2016.

Landlord – CCM Investments, LLC

By: _____

Catherine H. Miller / Managing Member

AYEHUSH ASCHENAKI
COMMISSION EXPIRES
NOTARY PUBLIC
08-19-2020
STATE OF WASHINGTON

The foregoing was acknowledged before me this 19 day of December, 2016, by **Catherine H. Miller**, as **Managing Member** of **CCM Investments, LLC**, an Alaska Limited Liability Company, and with authority to execute the same.

_____
Notary Public in and for Seattle, WA
My commission expires: 08-19-2020

TENANT / Sub-Lessor: Nathan Abott Davis

_____

Nathan Abott Davis

Sub-Lessee: Green Life Supply, LLC

By: _____

Nathan Abott Davis / Managing Member

The foregoing was acknowledged before me this 19th day of December, 2016, by **Nathan Abott Davis**, both individually and as **Managing Member** of **Green Life Supply, LLC**, and with authority to execute the same on behalf of Green Life Supply, LLC.

STATE OF ALASKA
NOTARY PUBLIC
Andrea Huffman
My Commission Expires January 1st, 2018

_____
Notary Public in and for Alaska
My commission expires: 1/1/2018