Agreement to Lease
4612 Halibut Point Road Sitka, Alaska 9985

AGREEMENT TO LEASE 4612 Halibut Point Road Sitka, Alaska 99835 made this day 4th of October 2016, between: Connor Nelson (hereafter referred to as "Landlord") and Green Leaf, Inc., an Alaskan Corporation (hereafter referred to as "Tenant."). Tenant and Landlord collectively referred to as the "Parties." This Agreement to Lease is referred to throughout the Agreement to Lease as "Lease" and/or "Agreement."

In consideration of acts performed and to be performed, mutual promises made and exchange, monies paid and other good and valuable considerations, receipt of which is hereby acknowledged, and parties agree as follows:

Section 1. LEASED PREMISES.

Landlord hereby leases to Tenant, and Tenant leases from Landlord, on a NNN basis, approximately 1060 square feet of ground floor retail space, and 1060 feet of onsite consumption on second floor space; at the premises situated in the Sitka Recording District, Third Judicial District, State of Alaska, more particularly described as: 4612 Halibut Point Road Sitka, Alaska 99835. Parking will be addressed by separate written understanding.

Section 2. OCCUPANCY DATE

Occupancy date shall be November 1st, 2016.

Section 3. RATE

For the time period of November 1, 2016 to April, 1st 2022, the rental rate of the premises shall be totaling a monthly payment of $2,400 plus tax paid by Tenants to Landlord no later than the 5th day of each month. Thereafter, commencing on April 1st, 2017. If no prior arrangement is made late fees shall be $50.00 dollars per day after a grace period of 3 business days.

Section 4. LENGTH OF TERM.

The length of the term of this Lease shall be for 5 years from the date of Commencement of Term unless sooner terminated or extended as herein provided.

Section 5. TENANT'S OPTION TO RENEW LEASE.

Tenant, at Tenant's option, shall have the option to renew Lease for an additional three (3) year term to be negotiated between landlord and tenant.

Section 6. OPTION TO PURCHASE

Tenant's shall have the Option to Purchase the leased space described herein at any time during

the Term of this lease. In the event Tenant's exercise this Option, Tenant's shall purchase from Landlord the Premises at a purchase price to be negotiated and on terms to be negotiated. This section is subject to the units being approved though the condo process.

Section 7. FIRST RIGHT OF REFUSAL.

Tenant shall have an ongoing, and exclusive right of first refusal (herein after referred to as "Right of First Refusal") to lease or purchase the area comprising of leased space described in section 1 of this lease agreement. The Right of First Refusal shall be exercisable by Tenant only if no event of default by Tenant under this Lease then exists and is continuing beyond the expiration of any notice and cure periods applicable thereto under the Lease, as of the date of submission of the Offer (as defined below) by Landlord to Tenant.

Section 8. OFFER TO LEASE OR PURCHASE FROM THIRD PARTY.

If Landlord receives a bona fide offer (the "Offer") from a prospective tenant to lease or purchase all or any part of the Right of First Refusal Space at the end of the Three (3) year lease term period provided herein, Landlord shall give Tenant written notice of same setting forth all of the material terms and conditions of such Offer (the "Offer Notice").

Tenant shall have Twenty (20) business days after receipt of the Offer Notice to exercise the Right of First Refusal by written notice to Landlord of its intent to exercise. If Tenant exercises the Right of First Refusal, Tenant shall be required to lease or purchase all of the Right of First Refusal Space that is the subject of the Offer. If Tenant fails to notify Landlord of its election within the aforesaid Twenty (20) business day period, Tenant shall be deemed to have waived the Right of First Refusal with respect to the Offer.

Section 9. SECURITY DEPOSIT.

On the execution of this lease, Tenant shall pay Landlord a refundable security deposit of $ 100 to be held as a security deposit to assure payment of further rent and as security against any default or breach of this lease by tenant. If Tenant defaults with respects to any provision of this Lease, including but not limited to the provisions relating *to* the payment of rent, Landlord may use apply or retain all or any part of this security deposit for payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reasons of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reasons of Tenant's default. Tenant shall be entitled to return of deposit, less any damages to the Premises beyond usual wear and tear at the end of this Lease.

Section 10. UTILITIES AND SERVICES.

Tenant shall pay all of Operating Expenses (i.e. Gas, Electric, Refuse, Water/Sewer, Liability Insurance, etc.) for the entire portion of the Premises.

Tenant shall be responsible for establishing the appropriate utility services in their name and for paying the deposits and service charges. Any requirement for services and utilities over and above those customarily used by light retail and/or commercial kitchen use shall be provided by tenant.

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Section 11. MAINTENANCE of PREMISES.

Landlord shall, at his own expense, maintain and keep in good repair foundations, exterior walls, (other than the windows and glass), roof, and other structural portions of the lease premises and all mechanical portions (heating, plumbing, electrical, etc.). Tenant shall, at his own expense, maintain the windows, glass, and interior of the Lease premises at all times in good condition and repair, and shall commit no waste of any kind in, on or about the Lease premises, nor create or suffer a nuisance. Tenant specifically acknowledges that it has inspected the premises prior to entering into Lease and accepts the premises in their present condition without any further repairs or maintenance to be required of landlord. At the expiration of this Lease, Tenant shall surrender the leased premises to the Landlord in good condition, normal wear and tear excepted; and shall pay for any and all damage to the Lease premises, and it's apparatus or appurtenances, the building in which the lease premises are situate, and the personal property of Landlord. If abnormal wear and tear or abuse or waste of the Lease premises is found during the term of this Lease, Tenant shall, upon demand by Landlord, immediately eliminate such abnormal wear and tear or abuse or waste and restore the leased premises to their condition at the beginning of this Lease, normal wear and tear excepted.

Section 12. USE OF PREMISES

Use of the leased premises by tenant is limited to business and commercial use, and the premises shall not be used for any other purpose without the express written consent of the landlord. Landlord is aware and agrees that Tenant shall operate a retail marijuana establishment business. Tenant agrees to comply with all municipal borough, state, and other governmental laws, statutes, ordinances, rules and regulations, including, but not limited to zoning ordinances, health and safety and environmental regulations. With respect to the marijuana retail store establishment, Tenant shall operate its establishment in a manner that respects the COLE Memorandum Priorities and shall not violate said priorities identified below:

- Preventing the distribution of marijuana to minors;
- Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
- Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;
- Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
- Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
- Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
- Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and

- Preventing marijuana possession or use on federal property.

Section 13. VEHICULAR INGRESS and EGRESS.

Tenant shall have the right to use all means of common ingress and egress to the leased premises, but shall comply with all reasonable rules and regulations pertaining to the same which have been or may be imposed by landlord to control such means of ingress and egress.

Section 14. LIENS and ENCUMBRANCES.

Tenant and Landlord shall keep the property free and clear of all liens and encumbrances, including mechanics and material liens, mortgages and deeds of trust, arising or growing out of its use, improvements, additions, alterations or occupancy of the premises.

Section 15. INDEMNIFICATION and INSURANCE.

Tenant Indemnification. Tenant agrees to indemnify and save Landlord harmless from and against any and all claims arising from any act of gross negligence of Tenant, it's contractors, licensees, agents, servants, customers, visitors or employees, arising from any accident, injury or damage to any person or connection with any such claim or proceeding brought thereon.

Landlord Indemnification. Landlord agrees to indemnify and save Tenant harmless from and against any and all claims arising from any act of gross negligence of Landlord, it's contractors, licensees, agents, servants, customers, visitors or employees, arising from any accident, injury or damage to any person or connection with any such claim or proceeding brought thereon.

Fire and Extended Coverage Insurance. Landlord shall keep and maintain fire and extended coverage insurance on the building in such amounts as it deems appropriate. Any increase in the premium (over that in effect prior to the commencement of this lease) resulting from the use of the premises by Tenant shall be paid by Tenant.

General Comprehensive Liability Insurance. Tenant shall keep and maintain general comprehensive liability insurance with single limits coverage in an amount of $1,000,000.00 for personal injury, property damage and third party liability throughout the duration of this Lease.

Section 16. EMINENT DOMAIN.

If the premises shall be taken substantially in it's entirety by right of eminent domain, this Lease shall cease as of the date possession is taken by the condemning authority and the rent shall be paid through that date. If only part of the premises shall be taken, then the Lease shall continue in effect with a reduction in rent in proportion to the amount of leased area taken at the option of Tenant.

Section 17 FIRE and OTHER CASUALTY.

In the event the premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render it untenable in whole or in a substantial part, the monthly rental shall be abated in the proportion of which the untenable portion of the premises bears to the whole of the premises. After the happening of any such casualty, Tenant shall give landlord immediate written notice of such. In the event that the premises shall be destroyed or damaged by fire, earthquake or other casualty to such an extent Tenant deems that operation of its businesses in the premises is not practicable, economical or desirable, then Tenant has the option to terminate this Lease. If Tenant elects to remain in the premises, than Landlord shall commence and use best efforts to complete the work necessary to restore or repair the premises. During the period the premises are being repaired, the monthly rent shall be abated in the proportion of which the untenable portion of the premises bears to the whole thereof.

Section 18 ASSIGNMENT AND SUBLEASE.

Tenant may, with prior notice to or approval from Landlord, sublease the premises or portion of the premises.

Section 19 PROHIBITION of INVOLUNTARY ASSIGNMENT; EFFECTS of BANKRUPTCY or INSOLVENCY.

Neither this lease nor any interest of tenant in the premises shall be subject to involuntary assignment, transfer or sale by operation of law, nor in any other manner whatsoever; and any such attempt at involuntary assignment, transfer or sale shall have the effect of voiding the interest sought to be assigned, transferred or sold, and shall be of no other effect whatsoever. In the event Tenant is adjudged insolvent, or make an assignment for the benefit of creditors, or if a receiver is appointed for a tenant with authority to take possession or control of the property or the business conducted thereon by Tenant, and such receiver is not discharged within a period of thirty (30) days after its appointment, that event shall constitute a material breach of this Lease by Tenant and shall, at the sole and exclusive option of the Landlord, and without the necessary of entry, notice, or other action by landlord, terminate this Lease and all rights of Tenant under this Lease in and to the property, and terminate all rights of any and all persons claiming under Tenant.

Section 20. NON-WAVER of DEFAULT.

Neither the acceptance of rent nor any other act or omission of Landlord at any time after the happening of any event which would entitle Landlord to terminate this lease or to declare Tenant's interest hereunder forfeited, shall operate as a waiver of any past or future violation, breach default, or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive landlord of its rights to terminate or forfeit this Lease or be constructed to at any future time stop Landlord from promptly exercising any option, right or remedy that it may have under any term or provision of this Lease.

Section 21. HOLDING OVER.

In the event that Tenant remains in possession of the premises after the expiration of the term of this Lease, Tenant shall be deemed to be occupying the premises as a month-month tenant, subject to all of the conditions, provisions, terms and obligations of this lease insofar as they may be applicable to a month-month tenant. Such tenancy may be terminated as provided for by the

laws of the State of Alaska.

Section 22. ACCESS and INSPECTION.

Upon no less than twenty-four hours' notice, Tenant will permit Landlord or its agents to enter the Premises during business hours, hereinafter defined as from 9:00 a.m. to 6:00 p.m. on weekdays and from 8:00 a.m. to 1:00 p.m. on Saturdays, excluding legal holidays to inspect, clean, repair, alter, or improve the Premises, or to show the Premises to prospective Purchasers or tenants. In exercising its rights under this section, Landlord will not unreasonably interfere with the conduct of Tenant's business. Landlord's agent or employee 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.

Section 23 LICENSE FEES and TAXES.
Tenant shall pay any and all license or excise fees and occupation taxes covering businesses conducted in, on or about the premises, and any sales taxes which may become due and payment on rentals hereunder. Tenant shall be responsible for paying all real property taxes for the premises. Upon reasonable request, Tenant shall furnish landlord with evidence of payment of personal property, withholding, or other taxes which, if unpaid, might lead to a lien upon the leasehold interest of tenant in the property.

Section 24 DEFAULT.
In the event that either Party should materially violate or breach or fail to perform any covenant, agreement, term or condition of this lease, warranty, representation, including, but not limited to, failure to remit payment of rent, lien-free unencumbered nature of the premises, the non-defaulting Party may, at its sole and exclusive option, and in addition to any other rights and remedies it may have under the law: (a) terminate this Lease; and/or (b) pursue legal recourse to recoup damages incurred and monies lost.

Section 25 SIGNS.
Tenant has the right to place signage on the exterior of the building. Any additional signage shall require Landlord's written permission, which shall not be unreasonably withhold. All signs or symbols placed in windows, or doors, or elsewhere in, on or about the premises by Tenant shall meet the requirements of the city and borough of Sitka and application laws and regulations of the State of Alaska.

Section 25 PARTIES BOUND.
The covenants, terms, and conditions contained herein shall be binding upon the heirs, devisee, administrations, executors, and successors in interest of the parties.

Section 26 SEVERABLITY.
If any provision of this lease shall be declared invalid or unenforceable, the remainder the

remainder of the lease shall continue in full force and effect.

Section 27 MODIFICATION.
No modification of this lease shalt be effective unless in writing and signed by the parties hereon or their duly authorized representatives.

Section 28 NOTICES.
All notices required under the terms of this lease or by law shall be in writing, shall contain a clear and concise statement setting forth the reasons therefore, and shall be personally delivered or sent by certified mail, return receipt requested, to the appropriate party at the address specified hereafter or such other address as the party may designate in writing to the other party from time to time. In the event that a property sent notice is returned undelivered, the notice shall nonetheless be effective.

Section 29 CHANGE IN LAW; STATE LICENSURE; FEDERAL POLICY SHIFT
The purposed use of the building is to operate a marijuana retail establishment in one section of the building and a separate and distinct accessory business in a separate section of the premises. In the event Tenant is, despite its best efforts, unable to obtain state and local licenses and special land use approvals, Tenant shall, at Tenant's option, be released from the terms of this Lease but shall forfeit monies already paid to date, including Security Deposit.

In the event state or local law changes in a manner that makes the marijuana establishment illegal under state and/or local law, Tenant shall be released from the remaining terms of the Lease, receive its security deposit back less any charges for damages that are not normal wear and tear, but shall forfeit any rent paid to date.

In the event there is a policy shift in the Federal Government and/or Department of Law, and Tenant's (or other similar establishments in Alaska) become the Target of Federal prosecution or state prosecution, all parties to this Lease will be released from the Agreement entirely.

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Section 30. ENTIRE AGREEMENT.

This written agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous agreements, oral or written, not included herein.

Agreed to and understood by the Parties on this 4th day of October, 2016, executed by individuals whom represent themselves authorized to bind the Parties to this Lease:

Landlord: Connor Nelson

Connor Nelson

Connor Nelson

Tenant: Green Leaf, Inc.

Aaron Bean, CEO