SINGLE TENANT LEASE

Mary D. Krywe

and Joe

McAneney, two

single persons

("Landlord")

and

The High Expedition Company,

an Alaskan Corporation

("Tenant")

December 9, 2016

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STATE OF ALASKA

SINGLE TENANT LEASE

This Lease Agreement made December 9, 2016, between Mary D. Krywe and Joe McAneney, co-owners of the Premises(herein after referred to collectively as "Landlord"), and The High Expedition Company, Inc., an Alaskan Corporation ("Tenant").

1. **Leased Premises**.

(a) **Premises**. Landlord Leases to Tenant and Tenant hires from Landlord, in accordance with the provisions of this Lease, the land, together with the building and improvements on it, located at 13465 E. Main Street, Talkeetna, Alaska, more particularly described in Schedule A annexed to and made part of this Lease. The land, building and improvements are the "Premises." This Lease is made subject to such facts as an accurate survey may disclose, easements, rights of way, and restrictions of record.

2. **Term**. Original Term. The term of this Lease will be for six (6) years, commencing December , 2016 (the "Commencement Date"), and ending midnight, December 31, 2022 ("Expiration Date"), subject to extension or earlier termination as provided below.

Tenant may terminate this Lease at any time after the twelfth (12th) full month following the Commencement Date according to this Section.

(a) Tenant ~~will give Landlord at least thirty (30) days~~' prior written notice of Tenant's election to cancel this Lease. The election will be irrevocable.

(b) Tenant may cancel this Lease only as of the last day of a month (the "Cancellation Date"). The Cancellation Date will be stated in Tenant's notice and will be no less than thirty (30) days after the date of Tenant's notice. At least ten (10) days before the Cancellation Date, as a condition of Tenant's election, Tenant will pay Landlord in bank funds (1) a ratable share of rent corresponding to the months of occupancy in the year of termination.

(c) Upon cancellation, Landlord and Tenant will be relieved of their obligations under this Lease, except for those accruing prior to the Cancellation Date or those that survive this Lease according to its terms or by law.

(d) Time is of the essence of each covenant in this Section.

(e) If tenant exercises option to terminate lease early under this provision, then tenant shall be required to pay Landlord rent for the portion of the year before termination of the lease and vacation of premises by Tenant. The formula shall be based upon $15,000 annual rent and the percentage of a year covered from January 1 of the year of early termination and ending on the date Tenant vacates premises.

3. **Use of the Premises**. Use by Tenant and Certificate of Occupancy. Tenant will use and occupy the Premises only as and for a state of Alaska licensed retail cannabis store. Tenant will sublease some space to an affiliate for operation as a juice bar. Notwithstanding anything to contrary herein, the property may be used for operation of any Alaska state licensed cannabis or other business provided all state and local statutes and regulations are observed in connection with such business.

4. **Fixed Annual Rent, Additional Rent, and Other Sums to Be Paid by Tenant**.

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(a) **Fixed Annual Rent** . During the Lease term, Tenant will pay Landlord an annual payment of $15,000 Oct. 15, 2017. Thereafter, Tenant will pay Fixed Annual Rent of $12,000 for each remaining year of the lease starting in 2018 and such payment shall be made on or before October 15 of the year to which the payment relates.

Lease Period	Total Fixed Annual Rent
First year payment	$15,000
All other years	$12,000

Tenant will also pay a one-time non-refundable fee of $15,000 upon execution of this lease.

(b) **Fixed Quarterly Rent.** During the Lease term, Tenant will pay Landlord the fixed quarterly rent set forth below once per quarter with the first installment being due January 15, 2018. Thereafter installments will be due quarterly on the following dates: April 15, and July 15. No quarterly rent is due with fixed annual rent payable on October 15.

Lease Period	Total Fixed Quarterly Rent
Quarters (except October)	$1,000

(c) **Additional Rent Based upon Real Estate Taxes** . As additional rent, Tenant will pay Landlord the annual real estate taxes and assessments assessed and levied against the Premises.

(d) **Additional Rent Based upon the Landlord's Insurance** .

(i) **Property Insurance** . As additional rent, upon demand, prior to and as and when insurance premiums will be due and payable, Tenant will pay Landlord, Landlord's Property Insurance.

(e) **Place of Payment of Rent** . The fixed annual rent, additional rent and other sums required of Tenant under this Lease, will be paid by Tenant to Landlord at the address set forth above or to such other place as Landlord may notify Tenant. Tenant will include a statement with payment of rent that summarizes amounts included

(f) **No Amounts Payable to Joseph McAneney under Lease**. All amounts of rent payable under this Lease are payable to Mary D. Krywe or her assigns. No amount of rent is payable under this Lease to Joseph McAneney.

(g) **Payments to Service Deed of Trust Note with Nikolaus Steigler Inc**. Joseph McAneney will solely service deed of trust note with Nikolaus Steigler, Inc. dated August 31, 2015 throughout the term of this Lease.

5. **Condition, Repair, Replacement, and Maintenance of the Premises** .

(a) **Tenant's Obligations** .

(i) **Structure** . Tenant will, at Tenant's own expense, maintain the roof, foundation, and the structural soundness of the exterior walls of the Premises in good repair.

(b) **Tenant's Obligations** .

(i) **Repairs**. Tenant will, at Tenant's own expense, keep and maintain all parts of the Premises (except those for which Landlord is expressly responsible under the

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downspouts, gutters, heating and air-conditioning systems, dock boards, truck doors, dock bumpers, paving, plumbing work and fixtures, interior termite and pest extermination, and regular removal of trash and debris.

6. **Tenant Insurance**.

(a) **Tenant's Insurance**. Tenant will, at Tenant's own cost and expense, throughout the term of this Lease, maintain, and keep in full force and effect, all insurance coverage required by the seller financing to which the property is subject.

7. **Alterations, Additions, and Improvements**. Tenant will not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent; however, Landlord's prior written consent will not be necessary for any alteration, addition, or improvement that (a) costs less than $75,000, including labor and materials; (b) does not change the general character of the Premises or reduce the fair market value of the Premises below its fair market value prior to the alteration, addition, or improvement; (c) is made with due diligence, in a good and workmanlike manner, and in compliance with applicable laws; and (d) is promptly and fully paid for by Tenant.

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8. **Fire and Other Casualty Affecting the Premises**.

(a) **Notice of Casualty by Tenant.** If the improvements situated upon the Premises are damaged or destroyed by any peril, including, but not limited to, fire, wind storm, or other casualty (each such occurrence, a "Casualty"), at any time, whether covered by insurance to be provided by Tenant under this Lease, or not, Tenant will give prompt notice to Landlord and this Lease will continue in full force and effect.

(b) **Restoration by Tenant.** The net insurance proceeds, if any, collected by Landlord from any insurance policy, and not otherwise payable to a mortgagee of Landlord, after deducting all costs of collection (including, but not limited to, the fees of any adjuster employed by Landlord with respect to the collection of any insurance proceeds), (the "Restoration Funds"), will be available to be used by Tenant for the restoration of the Premises.

9. **Assignment and Subletting. Landlord's Consent Not Required**. Tenant may voluntarily or by operation of law assign, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent. Notwithstanding the foregoing, Tenant is not permitted to take any steps that would trigger an acceleration of the due date of the principal balance of the deed of trust note held by Nikolaus Steigler, Inc and secured by a deed of trust on the Premises.

10. **Notices**. All notices, consents, demands, communications, or approvals required or permitted by this Lease will be in writing and will be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

If to Landlord: Mary D. Krywe, 8351 Bush Road, Arkport, NY 14807

If to Tenant: The High Expedition Company, Attn: Joe McAneney, P.O. Box 1127, Talkeetna, AK 99676

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices will be sent. Notice will be deemed given when delivered, if delivered personally or the next business day if sent by reputable overnight delivery service that provides proof of delivery, or three (3) days after mailing if sent by certified or registered mail, return receipt requested.

11. **Tenant's Right to Quiet Enjoyment.** Upon paying the rents and other sums required of Tenant under the Lease and faithfully and fully performing the terms, conditions, and covenants of the Lease on Tenant's part to be performed, Tenant will peaceably and quietly have, hold and enjoy the Premises for the Lease term. If Landlord enters the premise at any time, even if Tenant is in default of this agreement, any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. Under no circumstances shall Landlord take into its possession any marijuana or marijuana product. If Tenant abandons the premises, Landlord shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

12. **Miscellaneous**.

(a) **Validity of Lease.** The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it will not affect the validity of any other provision of this Lease.

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

(c) **Entire Agreement**. This Lease contains the entire agreement between the parties. No representative, agent, or employee of Landlord has been authorized to make any representations, warranties, or promises with respect to the letting, or to vary, alter, or modify the provisions of this Lease. No additions, changes, modifications, renewals, or extensions of this Lease will be binding unless reduced to writing and signed by both parties.

(d) **Effective Law**. This Lease will be governed by, construed, and enforced in accordance with the laws of the State of Alaska without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, or with respect to any issue or defense, on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.

(e) **Captions**. The captions of the paragraphs in this Lease and the Table of Contents are for reference purposes only and will not in any way affect the meaning or interpretation of this Lease.

(f) **Obligations Joint and Several**. If there is more than one party tenant, their obligations under this Lease are joint and several. If Tenant is a partnership, the obligations of Tenant under this Lease are joint and several obligations of each of the partners and of the partnership.

(g) **Counterparts**. This Lease may be executed in one or more counterparts, each of which will be an original, and all of which constitutes one and the same Lease.

(h) **Signature and Delivery by Landlord.** This Lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this Lease delivered by Landlord to Tenant. The mailing, delivery or negotiation of this Lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this Lease as set forth in this subparagraph will not be deemed an offer by Landlord or Tenant to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

(i) **Drafting Ambiguities; Interpretation**. In interpreting any provision of this Lease, no weight will be given to nor will any construction or interpretation by influenced by the fact that counsel for one of the parties drafted this Lease, each party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease.

(j) **References**. In all references to any persons, entities, or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(k) **Binding Effect**. This Lease is binding upon and will inure to the benefit of the

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parties, their legal representatives, successors, and permitted assigns.

(l) **Landlord Defined**. The term "Landlord" in this Lease means and includes only the owner at the time in question of the Premises and, in the event of the sale or transfer of the Premises, Landlord will be released and discharged from the provisions of this Lease accruing after the sale or transfer, but such provisions will be binding upon each new owner of the Premises while such party is an owner.

(m) **Time of the Essence**. Time is of the essence of this Lease.

13. Option to Purchase.

(a) **Grant**. Landlord grants Tenant the option to purchase the Premises at any time during the Term. Tenant must exercise this option, if at all, by written notice. The notice must state a closing date no more than one hundred twenty (120) days after the date of Tenant's notice.

(b) **Assignment.** This option may be assigned apart from this Lease.

(c) **Conditions.** This option is conditioned upon Tenant not being in default at either the time of its exercise of this option or the time of closing of this option.

(d) **Purchase Price.** The purchase price will be payable in cash or certified funds, as directed by Landlord, and is $125,000. Purchase price pursuant to this option is payable to Mary D. Krywe. No amount of purchase price pursuant to this option is payable to Joseph McAneney.

(e) **Closing.** At closing Landlord will convey the Premises to Tenant by general warranty deed, subject only to those exceptions or matters of record stated on the form of deed attached as Exhibit B. Landlord and Tenant will each pay 50% of the cost of the survey, title insurance policy, and any documentary, transfer, and recording fees and charges. At closing, Landlord will deliver the general warranty deed, Tenant will pay the purchase price to Landlord, and Tenant will assume all obligations for real estate taxes and assessments applicable to the Premises without adjustment or proration.

The undersigned have executed this Lease as of the date first above written:

LANDLORD:

Mary D. Krywe

Mary D. Krywe

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LANDLORD:

Joe McAneney

ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Steuben)

On the 9th day of December in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Mary D. Krywe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

BRIAN C. SCHU
Notary Public, State of New York
No. 4805256
Qualified in Steuben County
Commission Expires March 30, 20 18

Notary Public

TENANT:

The High Expedition Company, an Alaskan Corporation

By:

Name: Joseph R. McAneney

Title: CEO

ACKNOWLEDGEMENT

STATE OF Alaska)
~~COUNTY~~ Borough OF)
Matanuska)

On the 9th day of Dec in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph R. McAneney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

OFFICIAL SEAL
Cynthia K. Giddens
Notary Public-State of Alaska
My Comm. Expires 01/01/2019

Cynthia K. Giddens
Notary Public

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EXHIBIT A

Lot 8, Block 11, U.S. Survey No. 1260, Talkeetna Townsite, located in the Talkeetna Recording District, Third Judicial District, State of Alaska.

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