REAL PROPERTY COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT is entered into the First day of January, 2017 by and between Muddy Paws, LLC., ("Landlord") and Green Elephant, LLC., ("Tenant"). The two entities will hereinafter collectively be called the "Parties" or individually a "Party."

1. PREMISES

Landlord owns that certain real property, together with all improvements thereon, including rights of ingress, egress, and loading (collectively, the "Property") located at 8420 Airport Blvd. in Juneau, Alaska. Said Property is more particularly described as follows:

Building B, 8420 Airport Blvd. Valley Centre Subdivision Block G, Lot 31 B, Juneau Recording District, First Judicial District, State of Alaska.

Landlord shall rent to Tenant, and Tenant shall rent from Landlord, that portion of the building, known as Building B, consisting of approximately 6,000 square feet of space. The 6,000 square feet of space shall be for the exclusive use of Tenant (at all times collectively referred to herein as the "Premises").

2. TERM

2.1 Stated Term

This Lease shall be for an initial term of five years (5) years commencing on January 1, 2017 and ending on December 31, 2021 (the "Stated Term"), subject to earlier termination or extension as described below. Tenant shall have the right to enter the premises at no cost up to ten (10) calendar days prior to lease commencement for purposes of installing furniture and equipment. Tenant will not be charged rent or operating expenses for the premises during the installation period.

2.2 Delivery of Premises

The "Commencement Date" shall be January 1, 2017.

2.3 Extended Term

If Tenant shall not be in Breach under this Lease (after any and all applicable cure periods), as defined herein in Paragraph 17.1. Tenant shall have the right to extend the Stated Term of this Lease for two (2) additional five (5) year terms (60 months each) (each, an "Extended Term"). Tenant may exercise its option to extend the Stated Term by giving written notice to Landlord six (6) months prior to expiration of the Stated Term or Extended Term then in effect. Landlord shall have the absolute responsibility to notify

Tenant of the necessity of renewing and Tenant shall be assured no less than 30 days after receipt of Landlord's notice to act as herein required. References to the "Lease Term" shall be to either the Stated Term or the Extended Term, as applicable. The Extended Term shall be upon the same terms, covenants and conditions as provided in this Lease during the Stated Term.

3. RENT

Base Rent shall be $20,000 / mo. Plus 12% of Gross Sales. Landlord will be granted full access to tenant's books.

Any payment owed but not received by the 5th day of the month, whether base rent or a deferred payment for rent, shall bear a 20% late charge.

Rent shall be payable in lawful money of the United States in advance on or before the first day of each month beginning on the Commencement Date. Rent shall be paid at Landlord's address as set forth above or to such other party or at such other place as Landlord may designate from time to time in writing.

4. SECURITY DEPOSIT

The Parties agree that two (2) month's rent shall be the security deposit, payable prior to Commencement Date

5. CONDITION

Landlord shall deliver the Premises to Tenant clean and free of debris on the Commencement Date. Landlord warrants that, at Commencement Date, all heating, ventilation and air conditioning systems, roof, elevators, plumbing, fire sprinkler and life-safety systems, lighting, electrical systems in the Premises and in the building shall be in good operating condition and free from defects.

6. COMPLIANCE WITH APPLICABLE LAW

Tenant covenants and agrees not to use or occupy the Premises, or permit the Premises to be used or occupied, for any purpose contrary to state and local laws, including permits and licenses issued by state and local authorities to conduct business.

7. USE OF PREMISES; PARKING

Tenant shall use and occupy the Premises for a cannabis growing business that is operated in compliance with permits and licenses issued by state and local authorities and that complies with all state and local rules and regulations regarding such business. Tenant shall not commit or allow to be committed any waste upon or to the Premises, and Tenant shall keep the area surrounding the Premises free and clear of any junk, materials, equipment, machinery or machinery parts. Tenant shall not use all or any part of the Premises, or permit all or any part of the Premises to be used, for residential purposes.

Tenant shall ensure that adequate ventilation is provided to not affect the surrounding buildings and areas. Tenant shall provide reasonably adequate security to ensure that the Premises are secure.

Tenant shall take all reasonable steps necessary to ensure that the business does not create a nuisance to Tenants in surrounding buildings, including ensuring that there is no odor, no illegal smoking of cannabis; loitering, or interference with Tenants in surrounding building.

Landlord shall provide six (6) parking spaces at the building perimeter for exclusive use by Tenant and/or its customers. Landlord agrees to allow Tenant at Tenant's cost to sign these stalls as for Tenant's Customer use only.

8. HAZARDOUS SUBSTANCES

Tenant shall not use or store Hazardous Substances on the Premises except to the extent allowed by applicable law. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, fines, damages, clean-up expenses, penalties, and claims of every kind to the extent the same result arise from or are related to Tenant's use or storage of Hazardous Materials on the Premises, whether or not such use or storage is in violation of applicable law.

As used in this Section, the term "Hazardous Substance" shall mean any product, substance, chemical, material or waste whose presence, nature, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials on the Premises or in the Building, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for liability to any governmental agency or third party under any applicable statute or common law theory. The term "Hazardous Substance" shall include, but not be limited to, asbestos-containing materials, hydrocarbons, petroleum, gasoline, crude oil, or any products, by products or fractions thereof.

9 MAINTENANCE AND REPAIRS

9.1 Tenant's Maintenance and Repair Obligations

Except as otherwise provided herein, Tenant shall, at Tenant's sole cost and expense, keep the nonstructural portions of the Premises in good order, condition, and repair, including, without limiting the generality of the foregoing, all equipment or facilities located within the Premises and serving the Premises exclusively. Reasonable wear and tear is accepted. Tenant shall not be responsible for keeping or maintaining structural portions of the building or any other portions of the Premises for which Landlord is responsible pursuant to Section 9.2.

9.2 Landlord's Maintenance and Repair Obligations

Landlord shall, at its sole cost and expense, maintain all structural portions of the building including, but not limited to, the foundation, roof, within or below the foundation or slab plumbing fixtures, utility lines located outside the building or below the foundation or slab, and the structural soundness of the exterior, interior load bearing, and demising walls of the building. Landlord shall be responsible for the replacement of paved and parking areas not attributable to ordinary wear and tear; provided, however that Landlord shall not be responsible for any replacement directly and solely caused by Tenant's violation of Applicable Law or improper use of the Premises.

Landlord shall, at its sole cost and expense, maintain all exterior lighting, landscaping, snow removal and general business park maintenance.

Landlord shall, at its sole cost and expense, maintain the mechanical systems, including plumbing, heating, HVAC, fire sprinkler and life-safety systems and non-tenant-exclusive electrical systems for the building; except to the extent Tenant is required to install additional ventilations systems, heating system, plumbing systems or electrical systems necessary to operate the business. Any Tenant alterations or additions to such system shall require the prior written consent of the Landlord, which shall not be unreasonably withheld.

10. ALTERATIONS; TENANT IMPROVEMENTS

10.1 Definitions

The term "Tenant Improvements" shall mean the improvements Tenant makes to the interior of the Premises. The term "Tenant Fixtures" shall mean those items of personal property that the Tenant affixes to the Premises in a manner that they can be easily removed without damage to the Premises.

10.2 Tenant Improvements

Any finishes or upgrades shall be the exclusive responsibility of the tenant at tenant's sole cost, subject to the approval of landlord.

10.3 Alterations

Except as provided below, any alterations that Tenant shall desire to make shall require the consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, and shall be presented to Landlord in written form with proposed plans, permits, and specifications. Final plans for these alterations shall be submitted to Landlord for approval before Tenant commences to perform the alterations. Notwithstanding the foregoing, after fifteen (15) days' prior written notice to Landlord, Tenant may make alterations which are nonstructural, non-mechanical and that do not affect mechanical, sprinkler, electrical, or other utility systems of the Premises and that do not exceed ten thousand dollars ($10,000) in cost on an aggregate basis during any

twelve-(12) month period and Landlord consent shall not be required for such alterations.

10.4 Tenant Fixtures

Tenant shall retain title to all Tenant Fixtures that are provided and paid for by the tenant, and shall be permitted to remove its trade fixtures at the expiration or termination of this Lease. Landlord shall retain title to all Leasehold Improvements and Tenant fixtures provided by the landlord. Any Tenant improvements to the mechanical, sprinkler, electrical or other utility system shall be retained by the Landlord at the expiration or termination of this Lease.

10.5 Conditions of Construction

In constructing alterations that have been approved by Landlord, Tenant shall acquire all applicable permits required by governmental authorities, furnishing copies to Landlord upon request. Any alterations made by Tenant during the Lease Term shall be done in a good and workmanlike manner, with good and sufficient materials, in compliance with all conditions of the permits and Applicable Law. Except for alterations for which consent is not required, a licensed, bonded contractor approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, shall perform all work. Upon completion of work involving structural elements, Tenant shall furnish Landlord with "as built" plans and specifications for the Tenant Improvements or alterations.

10.6 Indemnification

Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, on account of such work which claims are or may be secured by any mechanics' or material men's lien against the Premises or any interest therein. If Tenant shall, in good faith, contest the validity of any such lien, claim, or demand, then Tenant shall, at Tenant's sole cost and expense, defend and protect itself, Landlord, and the Premises against the claim and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the Premises.

10.7 Ownership

Except as provided herein, all Tenant Improvements and alterations made to the Premises by Tenant shall be the property of and owned by Landlord and may not be removed by Tenant at the expiration or earlier termination of the Lease. Further, any tenant Furniture, Fixtures or Equipment provided by the Landlord (listed in Schedule C) will shall be the property of and owned by the Landlord. Landlord may elect in writing to require Tenant to remove at the expiration of the Lease Term any Tenant Improvements or alterations that: (i) were made without Landlord's consent, or (ii) to which Landlord consented on the condition that Tenant remove such Tenant Improvements or Alterations on the Expiration Date. All Tenant Fixtures shall be the property of and owned by

Tenant and Tenant may remove or replace its Tenant Fixtures at any time.

10.8 Surrender

Tenant shall surrender the Premises by the end of the Expiration Date, or any earlier termination date, clean and free of debris, and in the same condition as they were on the Commencement Date and subsequently altered, reasonable wear and tear and damage from casualty excepted. Tenant shall remove all cannabis or cannabis related equipment, plants and product immediately upon termination of the Lease and such removal shall comply with state and local issued permits, licenses, rules and regulations. If Tenant does not immediately remove all related equipment Landlord has the right to remove such items, including but not limited to, destroying them. The Landlord will not remove any cannabis, cannabis product or cannabis waste from the property and will contact the Alcohol and Marijuana Control office at the State of Alaska.

In no event shall Tenant be responsible for repairs or replacements necessitated by ordinary wear and tear, damage by casualty or condemnation, or damage caused by Landlord or others for which Tenant is not responsible, nor shall Tenant be responsible for the correction or repair of any patent or latent defect in Premises, or any condition, dilapidation or defect in existence prior to the Commencement Date.

11 UTILITIES

From and after the Commencement Date, Tenant shall pay all charges and deposits directly to each provider for utilities servicing the interior Premises, including telephone service, computer, data wiring and service, water, sewer, heat and janitorial. Further Tenant shall pay for all electrical charges incurred related to Tenant's business.

12 INDEMNITY

Tenant shall indemnify, protect, defend, and hold harmless Landlord, and Landlord's members, officers, employees, and agents from any and all claims to the extent arising out of or involving the occupancy of the Premises by Tenant, the conduct of Tenant's business in or from the Premises, any act, omission or neglect of Tenant, Tenant's agents, contractors, employees, or invitees, or out of any Breach (as defined in Paragraph 17.1) by Tenant in the performance in an timely manner of any obligation on Tenant's part to be performed under this Lease. In case any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant upon notice from Landlord shall defend the same at Tenant's expense, and Landlord shall cooperate with Tenant in such defense.

13 INSURANCE

14 Liability Insurance

Tenant shall obtain and keep in force during the Lease Term a commercial general liability policy of insurance protecting Tenant and Landlord (as an additional insured) against claims for personal injury, death, and property damage based upon,

involving and arising out of the operation, use, occupancy, or maintenance of the Premises. Such insurance shall be on occurrence basis providing single limit coverage in an amount not less than One Million Dollars ($1,000,000) per occurrence.

15 Tenant's Property Insurance

Tenant shall obtain and keep in force during the Lease Term, by separate policy, or by endorsement to a policy already carried, insurance coverage on Tenant's personal property and Tenant Fixtures.

16 Building Property Insurance

Tenant shall obtain and keep in force during the Lease Term a policy or policies insuring loss or damage to the tenant content and leasehold improvements of the building, including casualty or loss from fire, flood, earthquake, and such other risks as agreed by the Parties. Landlord shall obtain and keep in force a policy or policies insuring loss or damage to the building, including casualty or loss from fire, flood, earthquake, and such other risks as agreed by the Parties.

17 Insurance Policies

Insurance required hereunder shall be obtained from companies maintaining at the commencement of the policy term a "General Policyholders Rating" of at least B+ and a financial rating of at least Class V, as set forth in the most current issue of "Best's Insurance Guide". A Party with a duty to maintain insurance hereunder (the "Insured Party") shall cause to be delivered to the other Party certificates evidencing the existence and amounts of such insurance required by this Lease. The certificates shall contain a provision that the insurer will provide the Insured Party with thirty (30) days' prior written notice of cancellation. After its receipt of such notice, the Insured Party, in turn, shall promptly provide the other Party with notice of such cancellation. The Insured Party shall endeavor to provide the other Party, at least fifteen (15) days prior to the expiration of such policies, with evidence of renewals or "insurance binders" evidencing renewal thereof, or the other Party, after ten (10) days' prior written notice to the Insured Party, may order such insurance and charge the reasonable cost thereof to the Insured Party, which amount shall be payable by the Insured Party to the other Party within thirty (30) days after demand.

18 Waiver of Subrogation

Without affecting any other rights or remedies, Tenant and Landlord ("Waiving Party") each hereby release and relieve the other and waive the entire right to recover damages in tort against the other, for loss of or damage to the Waiving Party's property arising out of or incident to the perils required or elected to be insured against under this Section; and each party agrees to use good faith efforts to acquire the same waivers of subrogation from all insurers issuing insurance required or elected to be obtained by either related to this lease or the Premises. The effect of such releases and waivers of the right to recover damages shall not be limited by the amount of insurance carried or

required or by any deductibles applicable thereto. However, if waiver of subrogation is not available at commercially reasonable rates after commercially reasonable efforts on the part of the Waiving Party to obtain coverage permitting waiver of subrogation, and the parties are unable, after good faith negotiations, to agree upon an alternative means of covering the risks to be insured in a manner which relieves both parties from liability for the risks to be insured, then the foregoing waivers shall not apply to either Waiving Party.

14. DAMAGE OR DESTRUCTION

If the Premises shall be destroyed or rendered untenantable, either wholly or in part, by fire or other casualty, Landlord may, at its option, restore the Premises to its previous condition, and in the meantime the monthly rent shall be abated in the same proportion as the untenantable portion of the Premises bears to the whole thereof; but unless Landlord, within thirty (30) days after the happening of any such casualty, shall notify Tenant of its election to so restore the Premises, this Lease shall thereupon terminate and end. If Landlord elects to restore the Premises under this Section, Landlord must do so within a reasonable time not to exceed ten (10) months of the notice of its intention to so restore.

If the Building of which the Premises are a part shall be destroyed or damaged by fire or other casualty insured against under Landlord's fire and extended coverage insurance policy to the extent that more than fifty percent (50%) thereof is rendered untenantable, or in the case the Building of which the Premises is a part shall be materially destroyed or damaged by any other casualty other than those covered by such insurance policy, Landlord may, at its election, terminate this Lease by notice in writing to Tenant within sixty (60) days after such destruction or damage. Such notice shall be effective thirty (30) days after receipt thereof by Tenant.

If the Premises are damaged to the extent that the damage materially interferes with Tenant's business operations, or reduces the Premises or the parking therefore by more than twenty-five (25%) percent, then Tenant may, at its election, terminate this Lease by notice in writing to Landlord within sixty (60) days after such damage. Such notice shall be effective thirty (30) days after receipt by Landlord.

15. REAL PROPERTY TAXES

15.1 Payment

Alaska Print Group, LLC shall be responsible for payment of all Real Property Taxes assessed against the building.

16. ASSIGNMENT AND SUBLETTING

Tenant shall not have the right to assign this Lease or to sublet the whole or any part of the Premises except to a business which Rich Dudas is principle owner.

17. BREACH; REMEDIES

17.1 Breach

As used in this Lease, a "Breach" is defined as a failure by a Party to observe, comply with, or perform any of the terms, covenants, conditions, or rules applicable to that Party under this Lease following written notice and opportunity to cure as set forth herein. Where a grace period for cure after notice is specified herein, the failure by a Party to cure such Breach prior to the expiration of the applicable grace period shall entitle the other Party to pursue the remedies set forth herein. A "breach" shall be:

(a) Except as expressly otherwise provided in this Lease, the failure by Tenant to make any payment of Rent or any other monetary payment required to be made by Tenant hereunder as and when due, where any such failure continues for a period of twenty (20) business days following written notice thereof by or on behalf of Landlord to Tenant.

(b) The failure by Tenant to comply with the terms, covenants, conditions, or provisions of this Lease that are to be observed, complied with, or performed by Tenant, other than the obligation to pay Rent, where such Breach continues for a period of thirty (30) days after written notice thereof, by or on behalf of Landlord to Tenant; provided, however, that if the nature of Tenant's Breach is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed a Breach of this Lease by Tenant if (i) Tenant commences such cure within said thirty (30) day period, (ii) thereafter diligently prosecutes such cure to completion, and (iii) accomplishes such cure within one hundred and eighty (180) days after such written notice.

(c) The failure by Landlord to comply with the terms, covenants, conditions, or provisions of this Lease that are to be observed, complied with, or performed by Landlord, where such Breach continues for a period of thirty (30) days after written notice thereof, by or on behalf of Tenant to Landlord; provided, however, that if the nature of Landlord's Breach is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed a Breach of this Lease by Landlord if (i) Landlord commences such cure within said thirty (30) day period, (ii) thereafter diligently prosecutes such cure to completion, and (iii) accomplishes such cure within one hundred and eighty (180) days after such written notice.

(d) The occurrence of any of the following events: (i) the making by either Party of any general arrangement or assignment for the benefit of creditors, (ii) either Party becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against a Party, the same is dismissed within one hundred twenty (120) days, (iii) the appointment of a trustee or receiver to take possession of substantially all of a Party's assets located at the Premises or of either Party's interest in this Lease, where possession is not restored to Tenant within one hundred twenty (120) days, or (iv) the attachment, execution, or other judicial seizure of substantially all of a Party's assets located at the Premises or of a Party's interest in this

Lease, where such seizure is not discharged within one hundred twenty (120) days.

17.2 Remedies

In the event of a Breach of this Lease by Tenant and without limiting Landlord in the exercise of any right or remedy that Landlord may have by reason of such Breach, Landlord may:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination, (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned for the balance of the term less rental loss which Tenant establishes could have been reasonably avoided through reasonable efforts to re-let the Premises, and (iii) any other amount necessary to compensate Landlord for actual incidental expenses proximately caused by Tenant's failure to perform its obligations under this Lease including the cost of recovering possession of the Premises, expenses or re-letting and reasonable attorneys' fees.

(b) Pursue any equitable remedies now or hereafter available to Landlord under the laws or judicial decisions of the State of Alaska. However, Landlord shall have a duty to mitigate its damages in connection with the pursuit of any such other remedy or the remedies herein provided.

(c) The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve either Party from liability under any indemnity provisions of this Lease as to matters occurring or accruing prior to the expiration or termination, as the case may be.

17.3 Late Charges

Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if more than once in any twelve (12) month period during the Lease Term, any installment of rent due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due; then, following written notice by Landlord, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

17.4 Interest On Past Due Obligations

Any monetary payment due to one Party from the other hereunder, other than late charges, not received within thirty (30) days following the date on which it was due, shall bear interest from the thirty-first (31st) day after it was due at the rate of ten (10%) percent per annum, but not exceeding the maximum rate allowed by law.

17.5 Breach By Landlord; Remedies

If Landlord shall fail to perform any obligation on Landlord's part to be performed hereunder, Tenant may, but shall have no obligation to, after reasonable notice, perform such obligation at Landlord's expense and, on written notice to Landlord, Tenant may demand reimbursement therefore or part thereof, from Landlord, and Landlord shall promptly reimburse Tenant after such notice and demand. Where no risk to personal injury or property damage exists, reasonable notice shall be deemed to mean at least ten (10) business days' advance written notice. In emergency circumstances presenting imminent danger of personal injury or property damage, verbal notice is reasonable, but shall be followed by written notice when such danger has subsided. If Tenant performs Landlord's obligations without notice, Tenant shall be entitled to reimbursement for only that portion of the cost incurred by Tenant that could not, without risk to person or property, have been deferred pending notice to Landlord. Notwithstanding the foregoing, Tenant shall have no right to offset such costs against the payment of rent hereunder. If Landlord fails to reimburse Tenant within thirty (30) days of its receipt of such an invoice or fails to cure any Breach within the applicable cure period, Tenant may terminate this Lease upon thirty (30) days' written to Landlord.

18 CONDEMNATION

18.1 Permanent Taking

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If (i) more than ten percent (10%) of the floor area of the Building, or (ii) more than twenty-five percent (25%) of the real estate area not occupied by any building, or (iii) a portion of the real estate which materially blocks access to the Premises, materially interferes with Tenant's business operations or reduces available parking on the real estate by more than twenty-five percent (25%) is taken by condemnation, Tenant may terminate this Lease as of the date the condemning authority takes such possession. If this Lease is terminated pursuant to this Section, then all rent shall be paid up to the date that possession is taken by the condemning authority, and Landlord shall make an equitable reimbursement of any amounts paid by Tenant and not yet earned. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent and other charges due hereunder shall be reduced in the same proportion as the area of the Premises taken bears to the total

area of the Premises, or shall be equitably reduced in the event that a portion of the land area not occupied by any building is taken. Any award for the taking of all or any part of the Premises under the power of eminent domain, or any payment made under threat of the exercise of such power, shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. However, Tenant shall be entitled to seek a separate award of compensation for its damages, including compensation, for the value to Tenant of the loss of Tenant's leasehold hereunder, Tenant's relocation expenses and/or loss of Tenant's personal property or trade fixtures, and Landlord shall make no claim for such compensation. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, at its sole cost and expense, repair any damage to the Premises caused by such condemnation, except to the extent that Tenant had been reimbursed therefore by the condemning authority or insurance.

18.2 Temporary Taking

If the whole or any part of the Premises is taken for any public or quasi public use under any statute or by right of eminent domain for temporary use or occupancy, this Lease shall not terminate by reasons thereof and Tenant shall continue to pay Rent and other charges due hereunder, except that to the extent that a portion of the Premises is rendered unusable to Tenant by reason of such taking, and the amount of the award is less than the Rent allocable to such space, then Tenant shall not be obligated to pay Rent with respect to such space during such temporary taking, but shall pay over to Landlord the portion of the award allocable to such space. In the event of any such temporary taking, Tenant shall be entitled to receive the entire amount of the award made for the taking unless the period of temporary use or occupancy shall extend beyond the expiration of the Lease Term, in which case the award shall be apportioned between Landlord and Tenant as of the date of expiration of the Lease Term. If the temporary taking is for a term in excess of ninety (90) days, then the taking shall be treated as a Permanent Taking.

19 BROKERS

The parties acknowledge that no brokers or licensed real estate advisors were involved and no fees are due by either party.

20 TENANCY STATEMENT

Each Party (as "Responding Party") shall within thirty (30) days after written notice from the other Party (the "Requesting Party") execute, acknowledge, and deliver to the Requesting Party a statement in writing specifying the term of this Lease, listing all of the documents constituting this Lease (including any amendments hereto), confirming whether this Lease is in full force and effect and confirming whether any breaches have occurred hereunder. Such statement shall also specify the period through which rent and other charges have been paid and shall confirm whether any security deposit is held by Landlord hereunder.

21 LANDLORD'S LIABILITY

The term "Landlord" as used herein shall mean the owner or owners at the time in question of the fee title to the Building that includes the Premises. In the event of a transfer of Landlord's title in and to the Building, Landlord shall deliver to the transferee or assignee (in cash or by credit) any unused or unearned funds of Tenant, if any, held by Landlord at the time of such transfer or assignment, and the transferee or assignee shall be deemed to have accepted title to the Building, including the Premises, subject to this lease, and to have thereby assumed the obligations of Landlord hereunder effective as of the date of the transfer. The transfer in compliance with this Lease, including this Section shall release Landlord from any further obligations hereunder arising after the date of the transfer. Further, in the event of a transfer of Landlord's title in and to the Building Landlord agrees to make said transfer subject to this lease and Tenant's rights hereunder so that the transferee is bound to honor the terms and conditions of this lease upon transfer.

22 SEVERABILITY

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23 TIME OF ESSENCE

Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

24 NO PRIOR OR OTHER AGREEMENTS

This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

25 NOTICES

25.1 Method

All notices required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by certified or registered mail or by overnight courier or mail service that guarantees next day delivery and provides a receipt, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified herein. The following are the addresses) of the Parties for delivery or mailing of notice:

To Landlord: Muddy Paws, LLC.

Address: PO BOX 21315, Juneau, AK 99802

Email: richd99802@gmail.com

Telephone: 907-321-5886

To Tenant: Green Elephant, LLC.

Address: PO BOX 21315, Juneau, AK 99802

Email: greenelephantalaska@gmail.com

Telephone: 907-321-5886

Either Party may, by written notice to the other, specify a different address for notice purposes. A copy of all notices required or permitted to be given hereunder shall be concurrently transmitted to such other party or parties at such addresses as may from time to time hereunder be designated by written notice.

25.2 Delivery

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notice delivered by overnight courier that guarantees next day delivery and provides a receipt shall be deemed given 24 hours after delivery of the same to the service or courier. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed served or delivered upon receipt of the transmission thereof, provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

26 WAIVERS

No waiver of any term, covenant, or condition hereof shall be deemed a wavier of any other term, covenant, or condition hereof.

27 RECORDING

Either Landlord or Tenant shall, upon request of the other, execute, acknowledge, and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.

28 CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever

possible, be cumulative with all other remedies at law or in equity

29 BINDING EFFECT; CHOICE OF LAW

This Lease shall be binding upon the Parties, their personal representatives, successors and, assigns and be governed by the laws of the State of Alaska with venue in Juneau.

30 SUBORDINATION; ATTORNMENT; NON DISTURBANCE

30.1 Subordination

Subject to Section 30.3 below, this Lease shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed by Landlord upon the Building, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof.

30.2 Attornment

Subject to the non-disturbance provision of Section 30.3, Tenant agrees to attorn to a lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a Security Device.

30.3 Non-Disturbance

Tenant's subordination of this Lease shall be subject to receiving assurance (a "non disturbance agreement") from the holder of any Security Device that Tenant's possession and this Lease (including any options to extend the term hereof) will not be disturbed and the terms of this Lease will continue in full force and effect so long as Tenant is not in Breach hereof and attorns to the record owner of the Premises, subject to any right of Tenant to cure such Breach. If any Security Device exists as of the Commencement Date, Landlord shall notify Tenant in writing of the identity of the holder of any such Security Device, who shall promptly provide a non-disturbance agreement. Landlord acknowledges that Tenant's obligations under this Lease are conditioned upon receipt of the non-disturbance protection referred herein.

30.4 Self Executing

Other than the requirement for a non-disturbance agreement from a lender under a security device existing as of the Commencement Date, the agreements contained in Subsections 30.1 and 30.2 shall be effective without the execution of any further documents. However, upon written request from Landlord or a lender in connection with a sale, financing, or refinancing of the Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any such subordination, attornment, and/or non-disturbance agreement as is provided for herein.

31 ATTORNEYS' FEES

If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing Party in any such proceeding, action, or appeal shall be entitled to reasonable attorneys' fees. The attorneys' fees awarded shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

32 LANDLORD'S ACCESS

Landlord shall have the right to enter the Premises at any time in the case of an emergency, and otherwise, at reasonable times upon reasonable notice, for the purpose of performing its obligations hereunder. Any such entry shall not unduly disrupt Tenant's quiet enjoyment or disturb the ongoing operation of the Premises and shall be conducted in the presence of a representative of Tenant.

33 SIGNS

Tenant may install signs on the building monument sign with Landlord's prior, written consent, which consent may not be unreasonably withheld or delayed. Landlord represents and warrants that such signage on the monument is legal and is fully permitted by all relevant authorities. Tenant shall pay all taxes and all costs for installation, maintenance, and illumination of any signs, and at the end of the Lease Term shall remove the signs and restore the Building to its condition prior to the installation of the signs. Signage must be consistent with design criteria.

QUIET POSSESSION AND ACCESS

Upon payment by Tenant of the rent for the Premises and the observance and performance of all of the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Landlord shall assure that Tenant shall have exclusive and quiet possession of the Premises for the entire Lease Term. Tenant shall have access to the premises twenty-four (24) hours a day, seven days a week during this lease.

34 AUTHORITY

If either Party hereto is a corporation, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. If either Party is a corporation, trust, or partnership, such Party shall, within thirty (30) days after request by the other Party, deliver to such Party evidence of such authority.

35 OFFER

Preparation of this Lease by either Party and submission of same to the other Party shall not be deemed an offer to lease. This Lease is not intended to be binding until

executed by all Parties hereto.

36 AMENDMENTS

This Lease may be modified only in writing, signed by authorized representatives of the Parties in interest at the time of the modification.

37 HOLDOVER

In the event that Tenant shall hold over at the expiration or other termination of the Lease Term set forth in this Lease, or any renewal term, then this Lease shall continue as a month to month lease subject to termination by either Party upon sixty (60) days' prior written notice to the other, which notice may be given prior to the expiration of the Lease Term. Such month to month tenancy shall be subject to all of the terms and conditions of this Lease, including the Rent, in effect during the final month of Tenant's occupancy.

The Parties have executed this Lease on the dates specified below as evidenced by their respective signatures.

TENANT

Dated: 1-13-17

By: _____

Title: As its authorized representative
And not personally

Text

LANDLORD

Dated: 1-13-17

By: _____

Title: