MASTER COMMERCIAL LEASE AGREEMENT

THIS LEASE, made and entered into this 13th of April day of 2017 by and between SERJ Organics, LLC, a California Limited Liability Company (hereinafter known as Lessor), 3300 South La Cienega Blvd, Los Angeles, CA, 90016 and Ferguson Properties, LLC, an Alaska limited liability company (hereinafter known as Lessee), 1555 W. Parks Hwy, Houston Alaska.

WITNESSETH:

1. DESCRIPTION OF PREMISES. Lessor hereby leases to Lessee and Lessee leases from Lessor pursuant to the terms, covenants, and conditions as set forth herein, those premises more particularly described in Exhibit A, attached. The property has a common address of **15555 W. Parks Hwy, Houston, AK 99654**, and is approximately 10 acres in size.

2. USE OF THE PREMISES. Lessee shall have the right to use the property for the cultivation of marijuana and related administrative offices, pursuant to the Lessee's marijuana establishment business.

Lessee shall comply with all municipal, state, federal, and other governmental laws, statutes, ordinances, rules, and regulations, whether they are of legislative, administrative, orjudicial origin.

3. TERM WITH OPTION TO RENEW. The term of this Lease shall be for ten (10) years commencing on June 1, 2017 and terminating at 11:59 PM on June 1, 2027.

4. OPTION TO RENEW. Lessor grants to Lessee, subject to the conditions set forth below, the option to renew this Lease on an annual basis (but in no event greater than five (5) total additional years) each successive year following the first ten (10) year term of this Lease, set forth above. If the renewal option is exercised, the method and conditions of doing so are as follows:

If exercised, the optional Lease term shall be subject to the terms and conditions herein contained. The annual option to renew must be exercised, if at all, by giving the Lessor notice on or before 60 days prior to the expiration of the initial Lease term and/or any applicable annual renewal, a written notice of the exercise of the option to renew by the Lessee. If such noticed is received by the Lessor on or before such date, the Lease will be deemed to have been renewed for an additional one year on the conditions that the Lessor and Lessee are able to negotiate and agree to a satisfactory monthly rent payment during the renewal year. The Lessor reserves the right, within the discretion of the Lessor, to choose not to renew.

5. RENT. Lessee covenants and agrees to pay in advance, on or before the first day of each month of the term of the Lease, monthly rent equal to ten percent of the total gross profit of the business activties conducted on the Property. For purposes of this Lease, "total gross profit" is the total profit of any commerical marijuana business operations that occurs on the property minus the state and local excise marijuana tax. All

sublessees are bound by this provision, as the intent of the lease is to ensure that 10% of total gross profit of all commerical marijuana activities, as defined in this Section 5, is paid to Lessor as rent for the use of the Property.

6. SECURITY DEPOSIT. Lessee shall pay a security deposit in the amount of $0. This deposit may be used by the Lessor in the event of required emergency services or repairs when Lessor is unable to contact Lessee.

7. UTILITIES AND SERVICES. All utility accounts related to the operation of Lessee's activities will be placed in the name of and be the sole responsibility of the Lessee. Such utilities are intended to include Enstar (gas or heat), Matanuska Electric Association, Inc. (electric), Matanuska Telephone Association (or other service provider of telephone service), other vendor electronic communication services or security, and waste/garbage collection. However, Lessor shall provide generators for use by Lessee and sublessees (if applicable). Lessee shall be responsible for maintaining and fueling said generators.

8. REPAIRS AND CARE OF PREMISES. Lessor will install and maintain perimeter fencing that is at least six (6) feet tall, and has sight obsecuring slots and inserts in place to obstruct view of the commerical cultivation activities within the fenced preimeter from outside the Property. Lessor will pay for and install for the sole and exclusive use and control of Lessee and Lessee's sub-tenants (if applicable) secuirty cameras on the fencing and outdoor lighting. Lessee will be responsible for maintenance of all Lessee placed structures and contents. Lessee responsibilities will also include snow and ice removal with sanding in the winter, lawn and landscape (if any) maintenance in the summer, ongoing grounds care, and waste/garbage disposal.

9. INDEMNIFICATION. Each party (as the Indemnifying Party) shall indemnify, defend, and hold harmless the other party (as the Indemnified Party), their affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney fees) and causes of action (hereinafter claims) for Claims caused by or resulting from the sole fault, negligent or reckless acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors, licensees or invitees.

11. INSURANCE. Lessee shall obtain and maintain, during the Term of this Lease, General Comprehensive Liability Insurance with single incident limits coverage in an amount of One Million Dollars ($1,000,000) per occurance for personal injury, property damage and third party liability and Two Million Dollar ($2,000,000) in annual aggregate limit.

12. LIENS. Lessee will not permit any mechanics', laborers,' or materialmen's liens to stand against the Premises for any labor or materials furnished to Lessee or claimed to have been furnished to Lessee or claimed to have been performed on said Premises; provided, however, Lessee shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Lessee shall give Lessor such reasonable security as may be demanded by Lessor to assure payment of such lien or such claim of lien. Lessee will immediately pay any judgment rendered with all property costs and charges and shall have such lien released or judgment satisfied to Lessee's own expense. Lessee agrees to indemnity,

hold harmless, and defend Lessor and the Premises from such liens. Lessee consents to the Lessor's recording of and posting of a statutory notice of non-responsibility in accordance with Alaska Statute 34.35.065 in the event that Lessee is granted permission from Lessor to construct improvements.

13. ACCESS. Lessee will allow Lessor or Lessor's agent free access to the Premises during Lessee's normal and customary business hours for the purpose of inspecting, repairing, and posting notices of non-responsibility for alterations, additions, or repairs without any rebate to Lessee for any loss of occupation or quiet enjoyment of the Premises occasioned. Nothing contained in this paragraph shall be deemed to impose obligations upon Lessor not expressly stated elsewhere in this Lease. Lessor shall have the right to enter the Premises during normal business hours for the purpose of posting a notice of rental of the Premises and showing the Premises to prospective tenants within the period of 90 days prior to the expiration or sooner termination of this lease term.

14. ASSIGNING AND SUBLETTING. Lessee shall have the right to sublease or assign this lease to Primo Farms North, LLC, without further approval from Lessor. All other subleases or assigns must be approved by Lessor, said approval shall not be unreasonably withheld.

15. EMINENT DOMAIN. If the whole or part of the Premises, as referenced in this Commercial Lease, shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, or private purchase in lieu thereof by a public body vested with the power of eminent domain, then at such time as possession shall be taken thereunder of this Commercial Lease, or any part thereof, the following provisions shall be operative.

If all of the Premises, as referenced in this Commercial Lease, is taken by eminent domain, the term herein Commercial Lease and all rights of Tenant hereunder shall immediately cease and terminate, and the Base Rent shall be adjusted as of the time of such termination so that Tenant shall have paid Base Rent up to the time of taking. The Tenant shall be entitled to the return of the full Security Deposit amount.

If the taking by eminent domain reduces the area of the Premises, as referenced in this Commercial Lease, which materially affects the use being made by the Tenant of the Commercial Lease, Tenant shall have the right by written notice to Landlord, no later than thirty (30) days after possession is taken, to elect to, terminate this Commercial Lease.

(A) If such election to terminate this Commercial Lease is made by Tenant, the provisions for the taking of the whole shall govern, or:

(B) If such election to terminate is not made, this Commercial Lease shall continue and Landlord shall be entitled to the condemnation proceeds and the Base Rent shall be reduced in the same proportion that the rentable square footage of the Premises, as referenced in this Space Lease, taken bears to the rentable square footage of the Premises originally leased, and the Landlord shall, upon receipt of the award in condemnation make all necessary repairs or alterations to the Premises in which the Commerical Lease is located so as to constitute the portion of the building not taken a completed architectural unit. In any event, Landlord shall make the necessary repairs to the Premises,

as referenced in this Commercial Lease, in a manner and condition whereby Tenant can reasonably conduct its business from within the Premises.

16. COMMON AREAS. The Lessor and Lessee agree there are no common areas under control of the Lessor and the entire Premises have been rented by the Lessee.

17. NOTICES. Any notices required to be served at the addresses and email addresses listed below:

LESSOR'S ADDRESS:
3300 South La Cienega Blvd
Los Angeles, CA, 90016

LESSEE'S ADDRESS:
5313 Arctic Blvd, Suite 202
Anchorage, AK 99518

18.DEFAULT. In the event of any breach of this Lease by Lessee, Lessor may, at his option, terminate the Lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result therefore. Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all his rights _and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of lease continues, Lessor may, at any time thereafter, elect to terminate the Lease. Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.

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The undersigned Lessor hereby accepts the terms of the agreement and acknowledges receipt of a copy hereof.

Dated: 4-13-17

Lessor:

Jafar Rashid

SERJ Organics, LLC

The undersigned Lessee hereby accepts the terms of the agreement and acknowledges receipt of a copy hereof.

Lessee:

Ferguson Properties, LLC

an Alaska limited liability company

Dan Ferguson

Dan Ferguson

Its Managing Member

COMMERCIAL SUBLEASE AGREEMENT

THIS SUBLEASE, made and entered into this 13th of April day of 2017 by and between Ferguson Properties, LLC, an Alaska Limited Liability Company (hereinafter known as Sublessor), 1555 W. Parks Hwy, Houston, Alaska and Primo Farms North, LLC, an Alaska limited liability company (hereinafter known as Sublessee), 5313 Arctic Blvd, Suite 202, Anchorage, Alaska.

WITNESSETH:

1. DESCRIPTION OF PREMISES. Sublessor hereby subleases to Sublessee and Sublessee subleases from Sublessor pursuant to the terms, covenants, and conditions as set forth herein, those premises more particularly described in Exhibit A, attached. The property has a common address of **15555 W. Parks Hwy, Houston, AK 99654**, and is approximately 10 acres in size.

2. USE OF THE PREMISES. Sublessee shall have the right to use the property for the cultivation of marijuana and related administrative offices, pursuant to the Sublessee's marijuana establishment business.

Sublessee shall comply with all municipal, state, federal, and other governmental laws, statutes, ordinances, rules, and regulations, whether they are of legislative, administrative, or judicial origin.

3. TERM WITH OPTION TO RENEW. The term of this Sublease shall be for ten (10) years commencing on June 1, 2017 and terminating at 11:59 PM on June 1, 2027.

4. OPTION TO RENEW. Sublessor grants to Sublessee, subject to the conditions set forth below, the option to renew this sublease on an annual basis (but in no event greater than five (5) total additional years) each successive year following the first ten (10) year term of this Sublease, set forth above. If the renewal option is exercised, the method and conditions of doing so are as follows:

If exercised, the optional sublease term shall be subject to the terms and conditions herein contained. The annual option to renew must be exercised, if at all, by giving the Sublessor notice on or before 60 days prior to the expiration of the initial sublease term and/or any applicable annual renewal, a written notice of the exercise of the option to renew by the Sublessee. If such noticed is received by the Sublessor on or before such date, the sublease will be deemed to have been renewed for an additional one year on the conditions that the Sublessor and Sublessee are able to negotiate and agree to a satisfactory monthly rent payment during the renewal year. The Sublessor reserves the right, within the discretion of the Sublessor, to choose not to renew.

5. RENT. Sublessee covenants and agrees to pay in advance, on or before the first day of each month of the term of the sublease, monthly rent of $500.

6. SECURITY DEPOSIT. Sublessee shall pay a security deposit in the amount of $0. This deposit may be used by the Sublessor in the event of required emergency services or repairs when Sublessor is unable to contact Sublessee.

7. UTILITIES AND SERVICES. All utility accounts related to the operation of Sublessee's activities will be placed in the name of and be the sole responsibility of the Sublessee. Such utilities are intended to include Enstar (gas or heat), Matanuska Electric Association, Inc. (electric), Matanuska Telephone Association (or other service provider of telephone service), other vendor electronic communication services or security, and waste/garbage collection. However, Sublessor shall provide generators for use by sublessee. Sublessee shall be responsible for maintaining and fueling said generators.

8. REPAIRS AND CARE OF PREMISES. Sublessor will install and maintain perimeter fencing that is at least six (6) feet tall, and has sight obsecuring slots and inserts in place to obstruct view of the commerical cultivation activities within the fenced preimeter from outside the Property. Sublessor will pay for and install for the sole and exclusive use and control of Sublessee, secuirty cameras on the fencing and outdoor lighting. Sublessee will be responsible for maintenance of all Sublessee placed structures and contents. Sublessee responsibilities will also include snow and ice removal with sanding in the winter, lawn and landscape (if any) maintenance in the summer, ongoing grounds care, and waste/garbage disposal.

9. INDEMNIFICATION. Each party (as the Indemnifying Party) shall indemnify, defend, and hold harmless the other party (as the Indemnified Party), their affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney fees) and causes of action (hereinafter claims) for Claims caused by or resulting from the sole fault, negligent or reckless acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors, licensees or invitees.

11. INSURANCE. Sublessee shall obtain and maintain, during the Term of this sublease, General Comprehensive Liability Insurance with single incident limits coverage in an amount of One Million Dollars ($1,000,000) per occurance for personal injury, property damage and third party liability and Two Million Dollar ($2,000,000) in annual aggregate limit.

12. LIENS. Sublessee will not permit any mechanics', laborers,' or materialmen's liens to stand against the Premises for any labor or materials furnished to Sublessee or claimed to have been furnished to Sublessee or claimed to have been performed on said Premises; provided, however, Sublessee shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Sublessee shall give Subessor such reasonable security as may be demanded by Sublessor to assure payment of such lien or such claim of lien. Sublessee will immediately pay any judgment rendered with all property costs and charges and shall have such lien released or judgment satisfied to Sublessee's own expense. Sublessee agrees to indemnity, hold harmless, and defend Sublessor and the Premises from such liens. Sublessee consents to the Sublessor's recording of and posting of a statutory notice of non-responsibility in accordance with Alaska Statute 34.35.065 in the event that Sublessee is granted permission from Sublessor to construct improvements.

13. ACCESS. Sublessee will allow Sublessor or Sublessor's agent free access to the Premises during Sublessee's normal and customary business hours for the purpose of inspecting, repairing, and posting notices of non-responsibility for alterations, additions, or repairs without any rebate to Sublessee for any loss of occupation or quiet enjoyment of the Premises occasioned. Nothing contained in this paragraph shall be deemed to impose obligations upon Sublessor not expressly stated elsewhere in this Sublease. Sublessor shall have the right to enter the Premises during normal business hours for the purpose of posting a notice of rental of the Premises and showing the Premises to prospective tenants within the period of 90 days prior to the expiration or sooner termination of this sublease term.

15. EMINENT DOMAIN. If the whole or part of the Premises, as referenced in this Commercial Sublease, shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, or private purchase in lieu thereof by a public body vested with the power of eminent domain, then at such time as possession shall be taken thereunder of this Commercial Sublease, or any part thereof, the following provisions shall be operative.

If all of the Premises, as referenced in this Commercial Sublease, is taken by eminent domain, the term herein Commercial Sublease and all rights of Sublessee hereunder shall immediately cease and terminate, and the Base Rent shall be adjusted as of the time of such termination so that Sublessee shall have paid Base Rent up to the time of taking. The Sublessee shall be entitled to the return of the full Security Deposit amount.

If the taking by eminent domain reduces the area of the Premises, as referenced in this Commercial Sublease, which materially affects the use being made by the Sublessee of the Commercial Sublease, Sublessee shall have the right by written notice to Sublessor, no later than thirty (30) days after possession is taken, to elect to, terminate this Commercial Sublease.

(A) If such election to terminate this Commercial Sublease is made by sublessor, the provisions for the taking of the whole shall govern, or:

(B) If such election to terminate is not made, this Commercial Sublease shall continue and Sublessor shall be entitled to the condemnation proceeds and the Base Rent shall be reduced in the same proportion that the rentable square footage of the Premises, as referenced in this Sublease, taken bears to the rentable square footage of the Premises originally leased, and the Sublessor shall, upon receipt of the award in condemnation make all necessary repairs or alterations to the Premises in which the Commerical Sublease is located so as to constitute the portion of the building not taken a completed architectural unit. In any event, Sublessor shall make the necessary repairs to the Premises, as referenced in this Commercial Sublease, in a manner and condition whereby Sublessee can reasonably conduct its business from within the Premises.

16. COMMON AREAS. The Sublessor and Sublessee agree there are no common areas under control of the Sublessor and the entire Premises have been rented by the Sublessee.

17. NOTICES. Any notices required to be served at the addresses and email addresses listed below:

SUBLESSOR'S ADDRESS:
15555 W Parks Hwy
Houston, AK 99654

SUBLESSEE'S ADDRESS:
5313 Arctic Blvd, Suite 202
Anchorage, AK 99518

18.DEFAULT. In the event of any breach of this Sublease by Sublessee, Sublessor may, at his option, terminate the Sublease and recover from Sublessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Sublessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Sublessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Sublessor for all detriment proximately caused by Sublessee's failure to perform his obligations under the Sublease or which in the ordinary course of things would be likely to result therefore. Sublessor may, in the alternative, continue this Sublease in effect, as long as Sublessor does not terminate Sublessee's right to possession, and Sublessor may enforce all his rights _and remedies under the Sublease, including the right to recover the rent as it becomes due under the Sublease. If said breach of sublease continues, Sublessor may, at any time thereafter, elect to terminate the Sublease. Nothing contained herein shall be deemed to limit any other rights or remedies which Sublessor may have.

The undersigned Sublessor hereby accepts the terms of the agreement and acknowledges receipt of a copy hereof.

Dated: 4/13/17

Sublessor:

Ferguson Properties, LLC

an Alaska limited liability company

Dan Ferguson

Dan Ferguson

Its Managing Member

The undersigned Sublessee hereby accepts the terms of the agreement and acknowledges receipt of a copy hereof.

Sublessee:

Primo Farms North, LLC

an Alaska limited liability company

Dan Ferguson

Dan Ferguson

Its Managing Member

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT is entered into between SERJ Organics, LLC, an California limited liability company (hereinafter referred to as "Landlord") and Ferguson Properties, LLC (hereinafter the "Tenant") effective as of the **17th day of May, 2017** under that certain Lease Agreement originally dated **April 13, 2017**, related to the property commonly known as **15555 W Parks Hwy, Houston, Alaska** (herein after referred to as the "Premises").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LANDLORD AND TENANT, THE PARTIES HEREBY AGREE THAT THE COMMERCIAL LEASE IS AMENDED AS FOLLOWS.

Master Commercial Lease Agreement is hereby Amended to read as follows: Landlord shall not take into its possession any marijuana and shall contact the State of Alaska AMCO prior to any access into or around the licensed premises if Tenant cannot be reached, abandons the property, or similar type of event. Additionally, Landlord will ensure that it and any of its employees or agents, will respect and adhere to the Tenant's visitor policy, provide government issued ID ensuring that any agent or employee of Landlord is over the age of 21, sign in and out of the visitor log provided by Tenant, wear the Tenant's visitor badge, and remain in direct eye sight of designated Tenant agent.

DATED effective as of the year and date above set forth.

SERJ Organics, LLC, Landlord

5/24/17

Date

Ferguson Properties, LLC, Tenant

Dan Ferguson, Managing Member

5-24-17

Date