Lease/Rental Agreement

This agreement is made the 1st day of June, 2017, by and between Emerald City Organics, LLC (hereafter "Tenant") and Mike Divis & Pamela Wright, (hereafter "Landlord").

For and in consideration of the agreements herein, Landlord does lease/rent to Tenant for *Use*, those premises located at: 4250 Field of Dreams Street, Wasilla, Alaska, 99654, under the terms and conditions which follow.

Tenant's rights herein are non-assignable. Landlord may assign this lease at any time with notification or permission of Tenant. Such assignment shall terminate Landlord's obligations under this lease provided that the assignment requires the assignee to be responsible for all provisions of this lease applicable to the Landlord.

Term

The term of this agreement shall be from June 1, 2017 thru May 31, 2018. Tenant hereby recognizes he is obligated to pay rent for the full term. On or before 05/1/2018 a new lease will be written for an additional year with a cost of living increase of property tax increase and /or insurance increase if applicable. In the event Tenant shall hold over after expiration of the Term, the occupancy shall be deemed a month-to-month tenancy at the same rental as set forth herein, unless Landlord notifies Tenant at least thirty (30) days before the rental due date as specified in the notice that a new rental amount will become effective. On a hold over tenancy, Tenant shall be bound by all terms and covenants of this Agreement, so far as applicable. _____ initial

Rent

Rent is due and payable monthly, in advance, on the first day of each month, at the rate of $5,000.00 (five-thousand DOLLARS). Rent shall be paid to Pamela Wright or Michael Divis, or such other person as Landlord may designate in writing. It is agreed between all parties that rent commences on the 1st of the month after the first sale of product and continues on the 1st of the month hereafter. It is agreed between all parties that the abated rent will be paid in full by the end May 31, 2019. _____initial

Application of Payments

Landlord may elect to apply any funds received from Tenant towards any due amounts, including towards the security deposit, late fees, prior months' rents, or current month's rent at its sole discretion.

Condition and Security Deposit

As security for return of the premises and payment of rent, Tenant will pay to Landlord the sum of $3,000.00 (three-thousand DOLLARS) as a non refundable Security Deposit to secure Tenant's performance of this Agreement and $2,000.00 refundable deposit

against damages caused to the premises, payable immediately after signing this contract. Deposit to be paid once all renovations have been made and approved.

Landlord will provide Tenant an accounting in writing of Security Deposit within 14 days after Tenant delivers possession of the premises. The refundable portion of the Security Deposit will be paid therewith, provided, normal wear excepted, the Tenant leaves the premises in a clean, tenable condition and otherwise complies with the terms and conditions of this Agreement. Tenant agrees by signing this Agreement, that the premises have been inspected and are in good condition at the time of signing. Tenant further agrees to provide written notice at least thirty (30) days before the rent due date specified in the notice of intent to vacate, and to deliver possession of the premises by signing an inspection check out report form, returning all keys to Landlord, and providing Landlord with an address to forward refund due (if any). Should Tenant default or breach any of the terms or conditions of this Agreement, or leave the premises upon termination in a condition not suitable for occupancy by another tenant, the Security Deposit shall be forfeited. **Tenant agrees that any personal property remaining at the premises upon Landlord re-taking possession, will be deemed abandoned. Landlord may dispose of the same at the discretion of Landlord, and Landlord may seek reimbursement of expenses for the same from Tenant.** JM_____ (initial)

Utilities

Landlord and Tenant agree that the cost of utilities serving the premises shall be paid as follows:

	Owner	Tenant
Electric/MEA	_____	X
Gas/ENSTAR	_____	X
Refuse	_____	X
Well	_____	X
Phone	_____	X
Cable	_____	X
Snow-removal	_____	X
Yard maintenance	_____	X

Tenant must transfer the noted utilities into his/her name prior to taking possession.

Use & Occupancy

Tenant agrees that the premises shall be used only as miscellaneous crop cultivation with the following person: Jay Murray being responsible for payment of rent. The use of this property is dictated by the State of Alaska rules and regulations for this type of business and will be strictly adhered to. JM_____ (initial)

NO Smoking

No Smoking shall occur inside or outside of the premises. JM_____ (initial)

Keys and Locks

A two hundred dollar ($200.00) fee will be charged for opening the Tenant's premises or for replacing Tenant's lost keys. Tenant will not change or add locks without written

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permission of the Landlord. After consent is granted, Tenant will immediately provide Landlord with duplicate keys. In the event Tenant changes the lock to the residence without permission from the Landlord, any damages that may result to the premises directly or as a result of Landlord not being able to gain access to the premises, will be borne by Tenant. Tenant shall be liable for replacement cost should any lock be removed. Upon termination of this Agreement, Tenant shall surrender to Landlord all keys to the premises. JM_____ (initial)

Default & Remedies for Non-Payment of Rent

If the rent is unpaid when due, and Tenant fails to pay the rent within seven (7) days after written notice by Landlord regarding the non-payment of rent, Landlord may apply the Security Deposit to payment of accrued rent, late fees and the amount of damages suffered by reason of the Tenant's damage to the premises and furnishings (this action does not cancel the 7-Day Notice to Quit for Non-Payment of Rent). In addition, Landlord may recover actual damages and obtain other relief as provided by law. Tenant agrees to pay Landlord a fifty dollar ($50.00) service charge on all checks returned for non-sufficient funds. If Tenant's rent check is dishonored by the bank more than once, Tenant will be required to make all rent payments by cashier's check, bank draft, or cash. If Tenant moves out before the full term of this Agreement, Tenant will be responsible for damage (including but not limited to advertising costs) and rent payment until the premises are re-rented or until the end of the lease period. JM_____ (initial)

Absences from Premises/ Abandoned Property

Tenant shall notify Landlord of any anticipated extended absences from the premises in excess of seven (7) consecutive days. **Tenant agrees that any personal property remaining at the premises upon Landlord re-taking possession, whether by termination after expiration of lease, or by surrender or abandonment, or by Court Order, will be deemed abandoned to Landlord. Landlord may dispose of the same at the discretion of Landlord, and Landlord may seek reimbursement of disposal expenses for the same from Tenant. Tenant expressly waives application of AS 34.03.260.** JM_____ (initial)

Alterations and Improvements

Tenant agrees not to make any alterations to the premises (or land) without prior written consent of Landlord. Any alterations or improvements made by Tenant shall remain upon premises and be surrendered at termination of this Agreement.
JM_____ (initial)

Fire and Casualty

If the premises are destroyed by fire or any other casualty, Landlord may cause the damage to be repaired and the rent will be abated for such a period of time as the premises remain untenable. If the premises are destroyed or so damaged that Landlord shall decide it is not advisable to repair same, this Agreement shall cease and terminate, and the rental shall be adjusted to the date that such fire or casualty occurred on the daily basis as herein provided. JM_____ (initial)

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Motor Vehicles, Parking, Impounding

No untagged, non-operative, or otherwise un-roadworthy vehicles will be allowed at the premises; they will be towed at owner's expense. Non-tenant owned vehicles are not to be stored on the premises. JM_____ (initial)

Right of Entry

Landlord reserves the reasonable right of entry to the premises for the purpose of inspection, repair, or to display the premises. Entry shall be granted on a 48-hour notice. Landlord reserves the right of entry without notice in the case of an emergency or abandonment or as required by law.

Notice

Any notice to Tenant addressed to the Tenant's premises at the address shown shall be sufficient if in writing and delivered in person or by mail. Address: 413 W Faith Road, Wasilla, Alaska, 99654

Maintenance

For emergency maintenance service, Tenant will call Landlord at 354-0109. Tenant is responsible for the maintenance and repair of Tenant caused problems, including, but not limited to, clogged drains or toilets resulting from foreign objects. Tenant must be available, or make premises available, for repairs requested. Any additional charges resulting from Tenant's failure in this regard will be charged back to Tenant. JM_____ (initial)

Condition of Premises

Tenant acknowledges he/she has had a full opportunity to inspect the premises and accepts it as in good condition as documented by digital photos. Except as documented here, the premises are in clean, good, non-defective working order. Further, Tenant has documented here all health/safety concerns identified through inspection of premises. Documented damage/defects, missing safety equipment:

None JM

Premise Rules

Tenant agrees to abide by any, and all house rules whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, smoking, parking, and use/care of common areas. Tenants agree to keep common areas, walkways and grounds negotiable and clean. Tenant agrees to dispose of refuse at their own expense and emptied with reasonable frequency. JM_____ (initial)

Ordinances and Statutes

Tenant agrees to comply with all statutes, ordinances and requirements of all municipal, state, federal and borough authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. JM_____ (initial)

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Maintenance, Repairs or Alterations

Tenant shall at all times and at own expense maintain the premises in a clean and sanitary manner including all equipment appliances, furnishings, floor coverings therein and shall surrender the same, at termination hereof, in like condition as received. Any maintenance or repair issue must be reported to Landlord immediately. Simple repairs costing less than $200.00 shall be the responsibility of the tenant. Damage and subsequent repairs occurring because simple maintenance or repair is overlooked by the tenant will be the responsibility of the tenant. Any/all repairs over $200.00 must be reported to the Landlord in writing and approved by the Landlord if the tenant is due the cost of the repair. Normal wear and tear is expected. Holes in walls or doors (to include nail holes) and stains or severe wear of floor coverings are not considered normal wear and tear. Tenant agrees to repair or replace such items prior to leaving.

Tenant shall take good care of the premises and fixtures and make good any injury or breakage done by Tenant or Tenant's agent(s) or visitors or caused by the overflow or escape of water, steam, gas, odors or other substances resulting from negligence of Tenant's agent(s) or visitors. Tenant shall not paint, wallpaper or otherwise redecorate or make alterations without prior written consent of the Landlord. Tenant shall be held responsible for the cost of cleaning and/or the repair of any sewer or drains that have become blocked or impeded due to negligent use by Tenant, Tenant's agent(s), or visitors. Tenant agrees not to put the following items in the sewer or drainage system: disposable diapers, sanitary napkins, tampons, Kleenex or other cleansing tissues, cigarette butts, grease, oil, or any other item not intended for such disposal. Tenant agrees to acquire Landlord approval before installing any appliance. Damage to the premises incurred during installation of any appliance will be repaired and paid for by the tenant within seven (7) days. If repairs are not made within seven days, the Landlord will affect the repairs and the costs will be billed to the Tenant. Prompt re-payment will be expected and non-payment will be grounds for eviction. JM_____ (initial)

Upon Termination

Upon termination of this agreement, Tenant agrees to do the following:

- Have windows cleaned (professionally)
- Clean all floors
- Clean and repair walls
- Replace any/all burned out light bulbs
- Clean sinks, toilet bowls, showers and tub enclosures
- Clean parking area
- Remove and properly discard all trash
- Return all keys to Landlord

The tenant agrees that failure to complete these termination activities will result in charges to the tenant for professional attention to items not satisfactorily addressed. JM_____ (initial)

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Additional Terms and Conditions

Landlord shall not be liable for any losses of Tenant's personal property by fire, theft, burglars or otherwise. Nor will the Landlord be liable for accidental damage to person or property in or about the premises. *Tenants are required to acquire a renter's and fire insurance policy.* JM *(initial)*

Liability, Accidents and Personal Injuries

Landlord shall not be liable for any loss or damage to person or property in or around said building, by reason of fire, theft, leakage, bursting or overflow of any drains or pipes, or any other cause, whether it results in damage suffered by the tenant, his/her family, his/her agents, his/her guests or any other person. Tenant shall indemnify and save Landlord harmless from such liability unless such liability is the direct result of the Landlord's negligence.

Tenant is solely responsible for snow/ice removal on the premises, and shall keep the premises free of snow/ice for guests and invitees.

Landlord has provided a washer & dryer for Tenant to use at his/her own risk. The machines are not warranted, and will not be replaced or repaired at Landlord's expense. These machines are not currently attached to the water/waste system. JM (initial)

Landlord shall not be liable for any damages to Tenant's personal property or Tenant's agents, employees, guests, or invitees, except as otherwise provided by law. Further, Tenant agrees to indemnify and to save Landlord harmless from all claims and costs properly arising under the law. Tenant should maintain fire and theft insurance for his/her personal property. Tenant understands that Alaska's climate makes snow/ice build-up inevitable at times, and Tenant assumes the risks of slipping and falling due to the same at the premises. Tenant agrees to assume extreme care in avoiding injuries. Tenant agrees to immediately advise Landlord, in writing, of any unsafe/hazardous conditions which exist on the premises (including outside). JM (initial)

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Entire Agreement; Joint & Several Liability

This is the complete and entire agreement between the parties, and no oral statements shall be binding upon either party, it being understood and agreed that this Agreement may be modified only in writing signed by the parties. Tenants signing this Agreement are jointly and severally liable for all the Terms and Conditions raised herein.

DATED: 5/30/17 — Landlord

DATED: 5-30-17 — Pamela S. Wright, Landlord

DATED: 5/30/17 — Tenant

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