SUB-COMMERCIAL LEASE AGREEMENT

THIS SUB-LEASE (this "Lease") dated this 1st day of February, 2017

BETWEEN:

BELLA LUNA LLC of 2375 Jordan #10, Juneau, Alaska, 99801
Telephone: (907) 723-1178 Fax: _____
(the "Landlord")

OF THE FIRST PART

- AND -

ISG, Inc. DBA Juneau Green Gardens of 5011 Short st., Juneau, Alaska, 99801
Telephone: (907) 723-1178
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

   a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

   b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at _____, 5011 Short st,, Juneau, AK, 99801, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

   c. "Common Areas and Facilities" mean:

      i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to

time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the warehouse space at, 5011 Short st,, Juneau, AK, 99801.

f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the warehouse space municipally described as 5011 Short st,, Juneau, AK, 99801, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):
Cultivation
Misc manufacturing.
Neither the Premises nor any part of the Premises will be used at any time during the Term by Tenant for any purpose other than the Permitted Use.

4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Cultivation
Misc manufacturing.

5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.

Term

6. The term of the Lease commences at 12:00 noon on February 1, 2017 and ends at 12:00 noon on February 1, 2022 (the "Term").

7. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

8. Subject to the provisions of this Lease, the Tenant will pay a base rent of $9,500.00, payable per month, for the Premises (the "Base Rent").

9. The Tenant will pay the Base Rent on or before the First of each and every month of the Term to the Landlord.

10. The Base Rent for the Premises will increase over the Term of the Lease as follows: 3% amortized
Rent caps at $12,000.

11. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

12. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of ISG JUNEAU GREEN GARDENS and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of $10,000.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

15. The Tenant may not use the Security Deposit as payment for the Rent.

Quiet Enjoyment

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

17. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

18. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

19. If the Landlord reenters the Premises or terminates this Lease, then:

    a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

    b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

    c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

    d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the

expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;

f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

h. the Tenant will pay to the Landlord on demand:

    i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

    ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

    iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the

option of the Landlord, either:

i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

20. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

Renewal of Lease

21. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

Utilities and Other Costs

22. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, water, sewer, telephone, Internet and cable.

23. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____.

Abandonment

24. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

25. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

26. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

27. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

28. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

29. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

30. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

31. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

32. The Tenant will not engage in any illegal trade or activity on or about the Premises.

33. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

34. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

35. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

36. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

37. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

38. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

39. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

40. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

41. Time is of the essence in this Lease.

42. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 1st day of February, 2017.

BELLA LUNA LLC (Landlord)

Per:_____(SEAL)

_____

(Witness)

ISG, Inc. DBA Juneau Green Gardens(Tenant)

Per: _____ (SEAL)

_____

(Witness)

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AMENDMENT TO SUBLEASE

THIS AMENDMENT is entered into between Landlord and Tenant effective as of the 28 day of April 2017 under that certain Lease Agreement originally dated February 1, 2017, related to the property commonly known as 5011 Short St., Juneau, Alaska, 99801.

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

1. **Access and Inspection.** During 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 sub-lessee visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent or sub-lessee, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.

2. Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant, or sub-lessee cannot be reached, abandons the property, or similar event.

Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

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

TENANT:
BELLALUNA, LLC

By: _____
Elizabeth Romanoski

ISG, Inc. DBA Juneau Green Gardens(Tenant)

Per: _____ (SEAL)

Lease of Commercial Property

THIS LEASE is effective February 1st, 2017 through January 31st, 2021 between:

TENANTS: Bellaluna, LLC

And

LANDLORD: Shamrock Properties, LLC

The Landlord will be leasing this property located at 5011 Short St., Juneau Alaska. The warehouse space is approximately 8000 square feet, and the beginning lease rate will be $8,800.00 per month plus CBJ sales tax. This property is for the use of Marijuana cultivation.

E. Romanoski 01/25/17
Elizabeth Romanoski
Bellaluna, LLC

Jeff Grant 01/25/17
Jeff Grant
Shamrock Properties, LLC

COMMERCIAL LEASE

THIS AGREEMENT is entered into the 1st day of February 2017 by and between **SHAMROCK PROPERTIES, LLC,** of 5165 Glacier Hwy, Juneau, Alaska 99801 ("Landlord"), and **BELLALUNA, LLC**, of **2375 Jordan #10**, Juneau, Alaska 99801 ("Tenant").

1. Leased Premises. In accordance with the provisions herein, Landlord leases to Tenant the following described real property, together with all improvements therein except as excluded, more particularly described as follows:

The property is located at 5011 Short St., Juneau, Alaska.

The warehouse space is approximately 8,000 square feet plus 3 designated parking spaces. Tenant agrees to Lease the premises in its current condition and "as is" without any required improvements or alterations by Landlord.

2. Term. The term of this Lease shall be five years commencing on February 1, 2017, and expiring at midnight on January 31, 2022, regardless of whether or not Tenant secures all permits and authorities to operate its business or is otherwise not able to operate.

3.1. Rent. Tenant shall pay Landlord monthly rent ("rent") on or before the first day of each calendar month and continuing thereafter every month as follows:

(a) Beginning February 1, 2017, monthly rent shall be $ **4,4400.00**, base rent plus CBJ sales tax.

(b) Beginning August 1, 2017, monthly rent shall be $ **8,800.00** base rent plus CBJ sales tax.

(c) Beginning February 1, 2018, monthly rent shall be **$10,000.00** base rent plus CBJ sales tax.

(d) Beginning February 1, 2019, monthly rent shall be **$11,000.00**, base rent plus CBJ sales tax.

(e) Beginning February 1, 2020, monthly rent shall be **$12,100.00**, base rent plus CBJ sales tax.

(f) Beginning February 1, 2021, monthly rent shall be **$13,310.00**, base rent plus CBJ sales tax.

3.2. Late Charge. 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 5% late charge.

4. Renewal Option. This lease may be automatically renewed for an additional five year period under the same terms and conditions. The rental rate is to be discussed within 180 days, (by August 1, 2021) before the end of the initial term. The rental rate will be no less then $14,641.00 base rent plus CBJ sales tax, unless either party delivers written notice 6o days prior to lease termination, (December 1st, 2021).

5. Operating, Maintenance and Repair Costs. Landlord shall be responsible for and repair, maintain and replace, at its sole cost and expense the following structural building components: roof, boiler system and radiant floor heating system, foundation, 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, unless these components are damaged due to the negligence, malfeasance or operations of the Tenant. Landlord's obligation does not include repairing clogged lines and drainage or normal routine and maintenance of plumbing. Tenant shall timely maintain, repair and pay for all costs including regular maintenance, grounds keeping, janitorial, all utilities (including phone, electricity, heat, sewer and water), plumbing, refuse disposal. In addition, at its sole cost Tenant agrees to install and maintain a security system that meets the State's requirements.

6. Deposit. Upon execution of this Lease, Tenant shall pay to Landlord a security deposit of **$10,000.00**, on or before **August 5th, 2017.** This deposit shall be maintained in an account of Landlord's choosing, without incurring any obligation to pay interest or other charges to Tenant. Should tenant not complete the Lease term this security deposit is nonrefundable and shall be ~~shall be~~ used as a damage, security and rent deposit to partially assist in mitigating Landlord's losses including lost rent, repairs, damages, administrative costs; without waiving Landlord's right to recover full damages and rent owed for the entirety of the lease term. At the end of the lease term, provided all rent has been paid and all damages remedied, Landlord shall return the deposit without incurring interest.

7. Surrender. Tenant shall surrender the Premises by the expiration of the Lease, or any other earlier termination date, clean and free of debris and in the same condition as on the commencement of this Lease, reasonable wear and tear excepted.

8. Termination of Lease Prior to Term. If Tenant vacates the leased premises prior to the end of the lease term for any reason other than Landlord's breach of the Lease, all past and future deferred rent payments and lease payments that would be owed through the end of the lease term become immediately due and owed to Landlord. If not paid within 30 days of demand, Landlord may proceed to collect full amounts owed through litigation or any other remedy available.

9. Tenant Improvements. All Tenant improvements and alterations are subject to Landlord approval, which approval shall not be unreasonably denied. Tenant shall submit proposed improvements and alterations to Landlord for review within 10 days. Once approved, they shall be incorporated into this Lease. All costs associated with any improvements or alterations shall be the exclusive responsibility of Tenant. All improvements and alterations must comply with all permitting, building codes, laws, accepted engineering and construction standards and other legal requirements; and shall be performed by licensed and bonded contractors except for minor work approved by

Landlord. Upon completion of improvements involving structural components, Tenant shall provide Landlord with "as-built" plans and specifications.

10. Ownership of Improvements and Fixtures. All tenant improvements and alterations 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. Landlord may elect to require Tenant to remove at the expiration or termination of the Lease any improvements or alterations, at Tenant's sole cost. All Tenant fixtures shall be the property of and owned by Tenant, which Tenant may remove at any time and shall be required to remove at expiration or termination of the Lease. For all purposes of this Lease, "improvements and alterations" shall mean the improvements Tenant makes to the interior or structure of the Premises; "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. Major improvements can be lined out in addendums as we see fit.

11. Quiet Enjoyment. If Tenant performs and fulfills all the covenants and conditions herein contained, Tenant shall quietly enjoy the premises during the term of this lease.

12. Destruction of Premises. If the Premises shall be destroyed or rendered untenanable, 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 untenable portion of the Premises bears to the whole thereof; but unless Landlord, within 30 days after the happening of any such casualty, shall notify the Tenant of its election to so restore the Premises under this Section, Landlord must do so within a reasonable time not to exceed 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 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 in its election, terminate this Lease by notice in writing to Tenant within 60 days after such destruction or damage. Such notice shall be effective 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 therefore by more than 25%, provided the damage is not due to the intentional or negligent acts of Tenants, then Tenant may, at its election, terminate this Lease by notice in writing to Landlord within 60 days after such damage. Such notice shall be effective 30 days after receipt by Landlord.

13. Assignments and Subleases. Tenant shall neither assign the leasehold created hereby or any interest hereunder for any purpose, nor sublet the premises or any part thereof, nor permit any person to occupy or use the premises except upon Landlord's written consent. Landlord reserves the right to withhold said consent in its sole discretion. Lessor acknowledges that tenant may sublease or assign this leasehold only to ISG, Inc.. which will be engaged in the business described in paragraph 17. Lessor agrees to this sublease or assignment. Further, rent shall apply for this entity. Any other unapproved assignment or sublease shall be void. Notwithstanding any assignment or sublease pursuant to Landlord's consent thereto, Tenant shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions thereof.

14. Liens. Tenant shall not do or permit anything causing the premises to be encumbered by any lien and shall, whenever and as often as such lien is claimed against the premises purporting to be for labor or materials furnished to Tenant or otherwise being based on a claim against Tenant, discharge the same within ten (10) days or Tenant shall post with Landlord a bond in an amount and with sureties which are satisfactory to Landlord guaranteeing that said lien will be removed. Tenant shall indemnify, defend and hold harmless Landlord from any lien claim. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished to Tenant upon credit and that no mechanic's lien

for such labor or material or other lien shall be attached to the interest of Landlord in the premises.

15. Entry of Landlord. Landlord shall be privileged at any time in the case of an emergency and at reasonable times on reasonable notice to inspect the premises or for the purpose of performing its duties under this lease, and time to inspect the premises, and during the 12 month period next preceding the expiration of the term, shall be privileged with brokers and prospective tenants to inspect the premises. If, at reasonable hours, admission to the premises for the purposes aforesaid cannot be obtained, or if any time Landlord shall deem admission necessary for the benefit of Tenant, Landlord may, but is not obligated to, enter the premises by means of a master key or other peaceable manner. Any entry by landlord shall not unduly disrupt tenant's quiet enjoyment or disturb the ongoing operations by tenant.

16. Indemnity. Tenant agrees to indemnify, defend and hold Landlord harmless from any and all claims of any nature whatsoever, including but not limited to for injury to person or property or contract claims, arising out of or in any way related to the conduct of Tenant, Tenant's use of the leased premises or this Lease. Tenant shall also indemnify, defend and hold Landlord harmless from any criminal, regulatory or other government actions against Landlord arising out of Tenant's cannabis operations. Landlord agrees to indemnify, defend and hold Tenant harmless from any and all claims for injury to person or damage to property arising out of the Landlord's intentional or negligent acts pertaining to the leased premises.

17. Use and Care of the Premises. Tenant: (a) shall use the premises only for the purpose of operating a state and municipal licensed marijuana cultivation, and manufacturing facility; and offices, storage, vehicle parking and other purposes directly related to the same; (b) shall conduct its activities upon and generally maintain the premises in such a manner and with such care that injury to persons and damage to property does not result therefrom; (c) shall not make any use of the premises that will cause the cancellation of Tenant's

insurance or will make such coverage unavailable; (d) shall not damage the building while moving equipment to and from the premises; (e) shall comply with all federal, state and municipal laws, ordinances, regulations or orders, whether the same are of legislative, administrative or judicial origin. Upon Tenant's failure to comply with these conditions, Tenant agrees that Landlord may bring the premises into compliance and charge Tenant the reasonable cost thereof. Any such expense incurred by Landlord is payable by Tenant to Landlord upon presentment of the charges to Tenant. When Tenant vacates the premises at the conclusion of the rental term, Tenant will be charged rent for each day required by Landlord to clean or repair the premises in order to bring the premises back to its condition at the time of renting.

18. Default. Any of the following shall constitute a default hereunder by Tenant:

a. Failure to perform the covenants contained herein for the payment of rent.

b. Failure to perform or fulfill any other covenant or condition contained herein.

c. Dissolution, other termination of existence, or insolvency, in any sense, of Tenant.

Failure to perform a covenant or fulfill a condition contained herein shall constitute a default for purposes of this paragraph, regardless of whether other consequences of such failure are provided for herein, as in the case where an assignment without consent is void. All rights and remedies of the Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies in this lease provided, the Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this lease. Landlord's remedies are as follows:

i. If Tenant defaults in the payment of the rent reserved in this lease, and such default continues for ten (10) days after notice, or if Tenant defaults in the prompt and full performance of any other provision of this lease and such default continues for thirty (30) days after notice, or if the leasehold interest of Tenant be levied upon under execution or be attached by process of law, or if Tenant abandons the Property, then, in any such events, Tenant shall be in default under this lease and Landlord may, at its election, either terminate

this lease and Tenant's right to possession of the premises or, without terminating this lease, endeavor to relet the premises. Nothing herein shall be construed so as to relieve Tenant of any obligation including payment of the rent reserved in this lease.

ii. Upon termination of this lease, Tenant shall surrender possession and vacate the premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the premises in such event with or without process of law, and to repossess Landlord of the Property and to expel or remove Tenant and any others who may be occupying or within the premises, and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

iii. If Tenant abandons the premises or Landlord otherwise becomes entitled so to elect, and Landlord elects, without terminating this lease, to endeavor to relet the premises, Landlord may, at Landlord's option, enter into the premises, remove Tenant's signs and other evidence of tenancy, and take and hold possession thereof as provided in subparagraph (ii) of this paragraph, without such entry and possession terminating this lease or releasing Tenant, in whole or in part, from Tenant's obligation to pay the rent hereunder for the full term as hereinafter provided. Upon and after entry into possession without termination of this lease, Landlord may relet the premises or any part thereof for the account of Tenant to any person, firm or corporation other than Tenant for such rent, for such time and upon such terms as Landlord shall determine to be reasonable. In any such case, Landlord may make repairs, alterations and additions in or to the premises, and redecorate the same to the extent deemed by Landlord necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of the reletting including, without limitation, broker's commissions and advertising expenses. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay yearly the full amount of the rent reserved in this lease, together with the cost of repairs, alterations, additions,

redecorating and Landlord's expenses, Tenant shall pay to Landlord the amount of each yearly deficiency upon demand.

iv. If Landlord elects to terminate this lease in any of the contingencies specified in this paragraph, it being understood that Landlord may elect to terminate the lease after, and notwithstanding its election to terminate Tenant's right to possession as provided in subparagraph (i) of this paragraph, Landlord shall forthwith, upon such termination, be entitled to recover as damages, and not as a penalty, an amount equal to the then present value of the rent reserved in this lease for the residue of the term of this lease, less the present value of the fair rental value of the premises for the residue of the term of this lease.

v. Tenant agrees that if it shall, at any time, fail to make any payment or perform any other act on its part to be made or performed under this lease, Landlord may, but shall not be obligated to, after ten (10) days prior written notice and without waiving, or releasing Tenant from any obligation under this lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith to pay expenses and employ counsel. Tenant agrees to pay a reasonable attorney's fee if legal action is required to enforce performance by Tenant of any condition, obligation or requirement thereunder. All sums so paid by Landlord and all expenses in connection therewith, together with interest thereon at the current maximum legal rate of interest from the date of payment to the date of repayment, shall be deemed additional rent hereunder and payable at the time of any installment of rent thereafter becoming due, and Landlord shall have the same rights and remedies for the non-payment thereof, or of any other additional rent, as in the case of default in the payment of rent.

d. The parties agree that nothing in this paragraph or in this commercial lease limits or otherwise affects each party's duty to mitigate its losses and damages in the event of default or breach by the other party. SHAMROCK PROPERTIES, LLC will of course be looking for a new tenant in which case you would get an offset in rent. But it is the obligation of the tenant to obtain a qualified lessee.

19. Insurance. During the term of this Lease Tenant shall maintain at its sole cost and with proof of said insurance upon demand by Landlord:

(a) Commercial general comprehensive liability insurance, that specifically includes coverage for Tenant's cannabis operations, protecting Tenant and Landlord (as an additional named insured) against all claims for personal injury and death, and property damage based upon, involving, or arising out of the operation, maintenance or use of the Premises or Tenant's business operations, in an amount of not less than Three Million and No/100 Dollars ($3,000,000.00) per occurrence. The foregoing insurance may be effected under a master or general policy carried by Tenant. Any such insurance shall be endorsed to require at least thirty (30) days' notice to Landlord prior to cancellation.

(b) Insurance coverage on Tenant's personal property and fixtures. Tenant shall also be responsible for providing Tenant's own loss of business, property damage, content, personal property/inventory insurance coverage. Landlord will not be providing any insurance for the protection of Tenant, including but not limited to Tenant's loss of business, personal injury or property damage claims or content coverage.

(c) Fire and casualty insurance on the building, premises and all leasehold improvements protecting against loss, damage or destruction caused by wind, fire, lightning, explosion, vandalism, malicious mischief, or such other casualties and such other risks as may be provided by extended coverage, said amount to be sufficient to cover any such losses as to be determined by Landlord. Any such insurance shall name Landlord as an additional insured or contain such other provisions as may be needed to preclude any subrogation claims by the insurers against Landlord. Any such insurance shall be endorsed to require at least thirty (30) days' notice to Landlord prior to cancellation.

(d) All policies of insurance shall be issued by and maintained in responsible insurance companies selected by Tenant, organized under the laws of one of the states of the United States or The Underwriters at Lloyd's of London, authorized under the laws of the State of Alaska to assume the risks covered thereby, and rated at least "A" by A.M. Best Company, Inc. or Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc. Tenant will deposit annually with Landlord policies evidencing all such

insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Each policy shall contain a provision that the insurer shall not cancel nor modify it without giving written notice to Landlord and Tenant at least 30 days before the cancellation, non-renewal or modification becomes effective.

20. Hazardous Materials. Tenant shall be strictly liable for any and all hazardous waste materials stored, used, tested or distributed from the premises during the term of this lease. Further, Tenant shall be strictly liable for any and all hazardous waste damage done to the property during the lease term as a result of Tenant's acts, even if such hazardous waste damage does not become known until after the lease termination. Tenant further agrees to indemnify, defend and hold Landlord harmless against any claim, cause of action, or regulatory action arising out of the use, storage, removal, or disposal of hazardous waste products in, on, or about the leased premises, said indemnity to continue in existence beyond the lease termination for all hazardous waste activities identifiable to Tenant.

21. Key to Leased Premises. Landlord agrees to provide Tenant with a key to said premises, and further agrees that all locks to that portion of the property demised to Tenant shall be keyed differently from the Landlord's facilities. Tenant, at Tenant's sole cost and expense, is authorized to install such lock(s) on all doors, grates over windows or motion security systems as are deemed necessary by Tenant, provided Tenant agrees to provide a key for each lock to Landlord.

22. Signs. Tenant will pay for exterior signage for Tenant's business. All signage must be consistent with the signing size requirements of the City and Borough of Juneau. Tenant must obtain Landlord's prior written consent on the location of Tenant's business sign, and the manner by which said sign shall be displayed.

23. Notice. All notices required or permitted to be given hereunder shall be deemed given if in writing and delivered personally or sent by registered or certified mail, with postage

thereon paid, addressed to Landlord or Tenant, as the case may be, at the addresses stated in the opening paragraph of this agreement. Either party may change the address at which it is to receive notices hereunder by giving the other party notice thereof, in writing, in the manner set forth above.

24. Taxes and Assessments. Tenant shall be responsible to pay any and all personal property taxes assessed by the City and Borough of Juneau for the leasehold interest in the subject premises. Landlord agrees to pay the real property taxes assessed by the City and Borough of Juneau on the land and building, exclusive of any Tenant improvements. Tenant shall be responsible for any additional taxes on any Tenant improvements. Said amounts shall be payable at least ten (10) days prior to delinquency. Nonpayment of sales taxes, assessments and/or real property taxes shall be enforceable in the same manner as nonpayment of rent.

25. Attorney's Fees and Costs. Tenant agrees to pay any and all reasonable actual attorney's fees and costs incurred by Landlord if legal action is required to enforce performance by Tenant of any condition, obligation or requirement under this lease.

26. General.

i. The provisions hereby shall bind and inure to the benefit of the devisees, legatees, heirs, distributees, representatives, and assigns of the parties.

ii. This lease contains all of the covenants, promises, agreements, conditions and understanding, either oral or written, between the parties. No subsequent alteration, change or amendment to this lease shall be binding upon the parties unless reduced to writing and signed by them.

iii. Time is of the essence in this lease agreement.

iv. This lease agreement shall be construed under the laws of the State of Alaska. Any litigation arising out of or in any way related to this Lease or leasehold shall be filed

and may only be brought in a court for the State of Alaska, the First Judicial District in Juneau.

v. Tenant agrees to attorney to a lender or any other party who acquires ownership of the Premises by reason of a foreclosure of Security Device. Tenant agrees to subordinate to any ground lease, mortgage, and deed of trust or other security device placed by Landlord.

vi. In the event Tenant shall hold over at the expiration or other termination of the Lease, this Lease shall continue as a month to month lease subject to termination by either Party upon 60 days prior written notice, and shall be subject to all terms and conditions of this Lease.

DATED this 3 day of Aug, 2017.

LANDLORD: SHAMROCK PROPERTIES, LLC.

By: Jeff Grant
Jeff Grant, Member

TENANT: BELLALUNA, LLC

By: E. Romanoski
Elizabeth Romanoski, Member, Manager

PERSONAL GUARANTY: I hereby personally guarantee all obligations, responsibilities, liabilities and payments of the Tenant.

By: E. Romanoski for Bellaluna
Elizabeth Romanoski – Member, Manager

BELLALUNA, LLC

THIS CERTIFIES that on this 3rd day of August, 2017, before me, the undersigned, a notary public in and for the State of Alaska, personally appeared Jeff Grant,, to me known to be the Member of Shamrock Properties, LLC,, the company that executed the foregoing instrument, and he acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above - written.

Tammi L. Whistler

Notary Public for Alaska
My Commission Expires: 9/1/19

STATE OF ALASKA
OFFICIAL SEAL
Tammi L. Whistler
NOTARY PUBLIC
My Commission Expires 9/1/19

On this 3rd day of August, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared elizabeth romanoski, to me known to be the Member, Manager of Bellaluna LLC, the entity that executed the foregoing instrument, and also individually as the personal Guarantor, and she acknowledged the said instrument to be the free and voluntary act and deed of said corporation and herself, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above -written.

Tammi L. Whistler

Notary Public for Alaska

My Commission Expires: 9/1/19

STATE OF ALASKA
OFFICIAL SEAL
Tammi L. Whistler
NOTARY PUBLIC
My Commission Expires 9/1/19

Tenant/Landlord Initials: EK

JG

8 day of August, 2017

AMENDMENT TO LEASE

THIS AMENDMENT is entered into between Landlord and Tenant effective as of the ~~24 day of April 2017~~ under that certain Lease Agreement originally dated February 1, 2017, related to the property commonly known as 5011 Short St., Juneau, Alaska, 99801.

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

1. **Sublease of Property Allowed.** Landlord is aware and agrees that Tenant shall sublease property to ISG, Inc. for the purposes of operating a state and municipal licensed marijuana cultivation, and manufacturing facility.

2. **Access and Inspection.** During 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 sub-lessee visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent or sub-lessee, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.

3. **Amendment to Section 16.2.3**: Is hereby amended to reflect that Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant, or sub-lessee cannot be reached, abandons the property, or similar event.

Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

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

LANDLORD:
SHAMROCK PROPERTIES, LLC,

By: Jeff Grant
Jeff Grant

TENANT:
BELLALUNA, LLC

By: _____
Elizabeth Romanoski

AMENDMENT TO LEASE

THIS AMENDMENT is entered into between Landlord and Tenant effective as of the 28 day of April 2017 under that certain Lease Agreement originally dated February 1, 2017, related to the property commonly known as 5011 Short St., Juneau, Alaska, 99801.

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

1. **Sublease of Property Allowed.** Landlord is aware and agrees that Tenant shall sublease property to ISG, Inc. for the purposes of operating a state and municipal licensed marijuana cultivation, and manufacturing facility.

2. **Access and Inspection.** During 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 sub-lessee visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent or sub-lessee, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.

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Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

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

LANDLORD:
SHAMROCK PROPERTIES, LLC,

By: _____
Jeff Grant

TENANT:
BELLALUNA, LLC

By: _____
Elizabeth Romanoski