PIONEER
PLAZA
partnership

LEASE

THIS AGREEMENT is made and entered into this **December 1, 2016** by and between PIONEER PLAZA PARTNERSHIP 28925 SE 416th Street, Enumclaw, WA 98022. (Owner), and **Caleb L. Saunders, Christopher T. Farris, Bailey A. Stuart DBA: Green Jar (Tenant)**

For and in consideration of the rents, covenants, and conditions specified in this lease to be paid, performed and observed by Lessee, which are independent, Owner rents and leases to Lessee and Lessee takes and leases from Owner, the property described below upon the following terms, covenants and conditions:

1. Leased Property. Unit **E**, Building **2**, of the Pioneer Plaza in Wasilla, AK, located on either Lot 5 or Lot 6 of Hi-Phi Subdivision, according to the official plat thereof, records of the Palmer Recording District, Third Judicial District, State of Alaska, owned by Owner. The portion of the building leased and land on which it is situated are collectively referred to as "property" in this lease. **Address 4901 E. Blue Lupine Dr., Wasilla, AK 99654**

a) The agreed floor area of the leased unit on the property is approximately **2250** square feet.

b) In addition to the above-described property, Lessee may have use of that portion of the land which is paved for parking until further notice (not a part of the lease terms).

The property is leased "as is" and the expense of any further or additional leasehold improvements, partitions or other improvements for the benefit of Lessee shall be borne by Lessee and constructed only in accordance with this lease.

2. Term. The initial term of this lease shall be for a period of Thirty-six **(36) months** (more or less), commencing on the **1st** Day of **December 2016**, and terminating at 12:00 midnight on the **30th Day** of **November 2019**.

The lease term will be for Thirty-Six **(36)** months, commencing **December 1, 2016**, and ending **November 30, 2019** unless sooner terminated as provided elsewhere in this lease.

If the Mat-Su Borough passes any ballot measures that makes the business illegal, the lease will have language that allows the Tenant to restructure the space to accommodate for a different business with the owner's approval.

Tenant has an option for a Three (3) year lease, at a base rate of $2,387.00 per month, with 1.5% annual increases, with the renewal.

3. Rent.

Lessee must pay rent in advance on or before the 1st day of each month during the term of this lease, at the minimum monthly rate of **$2,250.00**

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a) Tenant will receive a credit of $2,250.00 for the monthly rent due in exchange for improvements made by the tenants to the doors and windows of Unit E. This credit will be for the first month (December 2016) of the new lease.

b) Monthly rent to increase three (3%) percent annually from a monthly base of $2,250.00 in year one (1). For example in year 2 monthly rents would be $2,317.50, year three (3) monthly rent would be $2,387.50.

c) This is a percentage lease based on gross sales receipts; once Green Jar LLC's annual sales reach $500,000.00 then the rent will increase by 25% for the remainder of the year; year 1 example: Base rent $2,250 increase to $2,812.50, year 2 rent $2,317.50 would increase to $2,896.88. The Tenant will provide quarterly Income Statement to Lee Realty, LLC. Rent will reset back to the base rent at the end of each fiscal year.

All rents due under the terms of this lease shall be payable in advance on the first day of each month. All rent checks shall be made payable to **Pioneer Plaza Partnership 28925 SE 416th Street, Enumclaw, WA 98022**. Rent may be paid by personal check until a check is returned unpaid (NSF). If Landlord receives an NSF check, subsequent payments must be made by Cashier's Check, Certified Check, or Money Order. A service charge of **$30.00** will be paid to Landlord for all dishonored checks each time they are presented to the bank. Rent not paid on or before the 7th day of the month is delinquent, and a late fee of $25.00 will be due and payable in addition to the rent, plus an additional $10.00 late fee for each day the rent remains unpaid, beginning the 8th day of the month.

4. Security Deposit: Lessee has on deposit to Owner the sum of **$2,250.00** as security for the faithful payment and performance of the obligations of Lessee under this lease. Should Lessee default with respect to any such obligation, including, but not limited to, payment of rent, Owner may use, apply or retain the whole or any part of such deposit to the payment of any sum in default of any other sum which Owner may be required to spend or incur by reason of such default. In such event, Lessee shall, within 10 days of written demand, deposit with Owner the amount so applied so as to restore the security deposit to its original amount.

Should Lessee fully and faithfully pay and perform all of the obligations of Lessee under this lease, and not otherwise, the security deposit will be returned to Lessee, without interest, within 30 days after expiration of the term.

In the event of a sale or leasing of the building, Owner will have the right to transfer the security deposit to the vendee or other transferee, and Owner will thereupon be deemed released by Lessee from all liability for its return.

No assignment or encumbrance of the interest of Lessee in the security deposit shall bind Owner except upon its prior written consent.

5. Notices. Any notice or demand which under the terms of this lease or any statute may or must be given or made by either party to the other, must be in writing and made or given by mailing the same by certified mail, return receipt requested, postage prepaid, addressed to the other party as provided below. When so mail, the notice or demand will be effective three days after the mailing date. Any demand or notice by or from Owner will be effective when personally delivered to any person who is in charge of the property for Lessee. The addresses of the parties are:

Owner: Pioneer Plaza Partnership
28925 SE 416th Street
Auburn, WA 98022

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Lessee: **Caleb L. Saunders, Christopher T. Farris, Bailey A. Stuart**
DBA: Green Jar
4901 E. Blue Lupine Drive #E
Wasilla, AK 99654

Either party may designate in writing a new or other address to which the notice or demand must thereafter be given, made or mailed. Furthermore, when for purposes of demand or notice Owner uses the address at location, which she/he customarily communicates with Lessee, the demand or notice will be effective.

6. Use: The property may be used only for: **Marijuana Retailer.** The Tenant will "maintain" at their cost an air filtration system that will ensure that the odor associated with cannabis will not bother the adjacent tenants. Should the sale of Marijuana be banned in the Mat-Su Borough, the tenant may change the nature of the business with the owner's approval.

The use of the property described above is a substantial and important basis of the negotiations between the parties. Owner and Lessee agree that the property must be used as described above and may not be used for any other purposes. A waiver of this provision is effective only upon the express and written consent executed by the Owner.

7. Assignment and Subletting. Lessee will neither assign the leasehold created hereby nor any interest hereunder for any purpose, including a security purpose, nor sublet the property or any part thereof. Any such assignment or sublease shall be void. Neither will there be nor will Lessee permit any assignment by operation of law of the leasehold or any interest created by this lease. Owner and Lessee agree that this provision is absolute and under no circumstances is Lessee to assign or sublet or attempt to assign or sublet any portion of the property. Owner may, but only upon a prior written request, waive this provision. The parties agree that any such waiver is effective only by the prior, express and written consent of Owner. If Owner does waive this provision according to these terms, any assignment or sublease of the property will be subject to the following:

a) All assignments and sublettings must be in writing and duly executed by both parties. An executed original shall be delivered to Owner.

b) All assignment instruments must include language whereby assignee expressly assumes and agrees to pay the obligations of Lessee under this lease. No assignment shall release or diminish the obligations of Lessee for performance of Lessee's obligations hereunder and Lessee will remain liable as if no assignment were made. (That is, Lessee and assignee will be jointly and severally liable for such obligations.)

c) All sublease instruments must provide that the sublease is subject to all of the terms, covenants and conditions of this lease and must authorize Owner, at Owner's option, to collect rent from sublessee and apply it against the obligations of Lessee under this lease, without waiver of Owner's rights and remedies and without diminution of Lessee's obligations under this lease.

8. Encumbrances. The property is leased subject to easements, restrictions, reservations, conditions and covenants of record or appearing on the plat of the land; mortgages, deeds of trust and other security devices now or hereafter existing; governmental regulations, ordinances and statutes in effect now or in the future; and all other encumbrances of record.

9. Indemnification.

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a) The Lessee will defend the Owner against all claims and lawsuits arising from any act, omission or negligence of the Lessee or the officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors of Lessee in or about the property, or

arising from any accident, injury or damage, including environmental and toxic waste damage or claims, however and by whomever caused, to any person or property occurring in or about the property. If a claim or lawsuit should be brought, the Owner may employ attorneys of his own selection to appear and defend the claim or lawsuit in his behalf, at the expense of the Lessee. The Owner will have the sole authority for the direction of the defense and will be the sole judge of the acceptability of any compromise or settlement of any claims or lawsuits against the Owner.

b) The Lessee further will save, hold harmless and indemnify the Owner for any and all damage, injury, loss, liability, costs, expenses, interest and attorney's fees that the Owner may suffer or become liable for as a result of claims or lawsuits arising out of the matters giving rise to the duty to defend described above. The Lessee's responsibility extends to liability resulting from the Owner's own negligence, but does not include the Owner's gross negligence, reckless or wanton conduct and willful misconduct.

c) The Lessee must give written notice to the Owner of any act or occurrence involving a claim, demand, liability, lawsuit or item of cost related to this agreement to defend and indemnify within seven days after the Lessee has knowledge of the act or occurrence. Failure of Lessee to gain such knowledge until some time after such act or occurrence will not excuse the giving of this notice, if in the exercise of reasonable care, the Lessee should have know of it.

10. Condemnation. If all of the property or such portions of the building as may be required for the reasonable use of the property is taken by eminent domain, this lease will automatically terminate as of the date Lessee is required to vacate the property and all rent must be paid to that date. In case of a taking of a part of the property, or a portion of the building not required for the reasonable use of the property, then this lease will continue in full force and effect and the rent will be equitably reduced based on the proportion by which the floor area of the property is reduced. The rent reduction is to be effective as of the date possession of such portion is delivered to the condemning authority. Owner reserves all rights to damages to the property for any taking of eminent domain, and Lessee hereby assigns to Owner any right Lessee many have to such damages or award, and Lessee will make no claim against Owner for damages for termination of the leasehold interest or interference with Lessee's business. Lessee will have the right, however, to claim and recover from the condemning authority compensation for any loss to which Lessee may be put for Lessee's moving expenses and for the interruption of or damage to Lessee's business provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Owner.

11. Use, Occupancy and Care of the Leased Property: At all times during the term hereof, Lessee must:

a) Keep the property and the land clean, safe and orderly, including front and rear outside walk areas for your unit, including removal of sidewalk snow/ice (directly in front of your unit);

b) Conduct activities upon and generally maintain the property in such a manner with such care that injury to persons and damage to property does not result therefrom;

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c) Not use the property in such manner that will increase the rate of fire and extended coverage insurance, or which will cause cancellation of the insurance or will make coverage unavailable;

d) Make no alterations or improvements in the property or incorporate fixtures therein without the written consent of the Owner, except as provided in this lease;

e) Not damage the property or the building while moving equipment to, within and from the property;

f) Not use any plumbing facilities in the building except for their intended purposes;

g) Not use or permit any part of the property to be used for any unlawful or unauthorized purposes;

h) Comply with Borough, State, and other governmental laws, statutes, ordinances, rules and regulations of whatever type and nature, including, but not limited to, zoning ordinances, health, fire, safety and environmental regulations, including the maintenance of fire extinguishers and emergency lights on the property;

i) Not cause or permit any waste, damage or injury to the property;

j) Keep the property as now or hereafter constituted with all improvements made thereto;

k) Replace at Lessee's own expense all broken glass, and replace light bulbs as required:

l) Remove from property, the building, and the land all movable personal property placed there by Lessee at the expiration or termination of this lease.

12. Signs. Lessee may erect, install, post or other-wise place any signs on the exterior of the building or on the property only with the prior written approval of the Owner. Owner may demand the removal of signs which are not so approved, and Lessee's failure to comply with such a request within 48 hours will constitute a breach of this paragraph and will entitle Owner to terminate this Lease to cause the sign to be removed and the building repaired at the sole expense of the Lessee. At the termination of this lease, Lessee will remove all signs placed by it upon the premises, and will repair any damages caused by such removal. All signs must comply with governmental sign laws, regulations, and permit requirements.

13. Removal of Property. If lessee fails to remove any of his property of any nature whatsoever from the property at the expiration or termination of this lease, or when Owner has the right of re-entry, Owner may, at his option, remove and store said property without liability for loss thereof and damage thereto, such storage to be for the account and at the expense of lessee.

Except as follows: **If any Marijuana or Marijuana products are left on the premise the owner or property manager will contact AMCO Enforcement to remove them from the premise.**

If Lessee does not pay the cost of storing any such property within 3 days of receipt of notice given by Owner pursuant to Paragraph 5 hereof, Owner may sell the property at either public or private sale, and in a manner and at such times and places as Owner in his sole discretion deems proper, so long as such sale would be deemed commercially reasonable under the Uniform Commercial Code for sales of repossessed collateral. Owner will apply the proceeds of the sale: first, to the cost and expense of the sale, including a reasonable attorney's fee actually incurred; second, to the payment of the costs or charges for storing any such property; third to the payment of any other sums of money which may then be or thereafter become due Owner from Lessee under any of the terms of this lease; and fourth, the balance if any, to the Lessee. As an alternative to the foregoing, Owner may distrain Lessee's property for rent.

14. Utilities and Services: Lessee must have all utilities and services placed in his name, and pay any required utility deposits within 10 days of the date of this lease. Lessee agrees that should Lessee fail to have utilities placed in his name y the 10th day after the date of this lease, Lessee will pay to Owner the sum of $50.00 and an additional $50.00 for each succeeding month in which the utilities are not placed in Lessee's name.

In addition to the $50.00 fee(s) described above, Lessee agrees to reimburse Owner for all utilities paid by Owner for the leased property during the term of this lease. Lessee will be financially responsible for the various utilities as follows:

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a) Electricity Meter # T65516

b) Gas and Fuel Oil Enstar # 93233

c) Trash Removal

d) Telephone

e) Janitorial

15. Default:

a) The occurrence of one or more of the following events will constitute a default and breach of this lease by the Lessee:

i) Violation or breach or failure to keep or perform any covenant, agreement, term or condition of this lease which continues or is not remedied within 20 days (or for rent with 7 days)

ii) Vacation or abandonment of the property by Lessee. Lessee will be deemed to have abandoned or vacated the premises upon failure to be open for business for 7 consecutive days.

iii) Property remaining unoccupied for a period of 7 days.

iv) Dissolution, other termination of existence, or insolvency in any sense of Lessee or its business.

v) Filing by or against Lessee in any court pursuant to any stature, either of the United States or any State, for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or an assignment by the Lessee for the benefit or creditors.

b) No notice specifying the matter or matters claimed to be in default from Owner to Lessee is required.

c) Failure to perform a covenant or fulfill a condition, agreement, to term contained herein constitutes a default regardless or other consequences of such failure as provided for herein, as in the case where an assignment or sublease without consent is void.

d) Upon occurrence of a default, or defined in "A" above, Owner may at his option declare Lessee's rights under this lease immediately terminated, re-enter the property using such force as in necessary, and without further notice, remove all persons and property from the property and repossess it. Owner shall be deemed to have an immediate right to possession of the property and Lessee must peacefully surrender the same.

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No judicial action will be necessary to effect such termination.

e) At any time after termination Owner may, but will not be obligated to relet the property or any part thereof in the name of the Owner, or otherwise, for a term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this lease) and on such conditions as Owner may determine appropriate, and may collect and receive the rent therefor, Owner will not be responsible or liable for any failure to relet the property or any part thereof, or for any failure to collect any rent due upon any such reletting.

f) Such re-entry and termination notwithstanding the liability of Lessee for payment of all amounts required to be paid by Lessee under this lease, including payment of the full rental provided herein for what would otherwise have constituted the balance of the term of this lease will not be extinguished and Lessee must make good to Owner the expenses and damages suffered by Owner as a result of the default, repossession and reletting, including, without limitation brokerage commissions, legal expenses, renovation expenses, alteration expenses, advertising expenses an any rental deficiency resulting from reletting the property at a lesser rate.

g) Lessee must pay any rental deficiency to Owner monthly on the days on which the rent would have otherwise been payable under this lease, provided, however, that any time after termination, whether or not the Owner will have collected any monthly deficiency, Owner will entitled to recover from the Lessee and the Lessee will be obligated to pay to Owner as liquidated and agreed upon damages by Lessee's default, an amount equal to the difference between the rent and lease charges reserved hereunder for what otherwise would have constituted the balance of the lease term, and the lesser of fair rental value of the premises determined as of the occurrence of default or as of the date of trial or arbitration of such dispute. Nothing in this article will be deemed to limit or prejudice the right of the Owner to prove and recover damages caused by such default an amount equal to the maximum allowed by any statute or rule of law.

16. Subordination: This lease is subject and subordinate to all mortgages, deeds of trust and other security devices now existing or hereafter placed against all or any part of the land and improvement of which the property is a part, and to any and all advances made or to be made thereunder, interest thereon, and all renewals, placements or extensions thereof. This article is self-operative and no further instrument of subordination, non-disturbance or attornment is or will be necessary. Upon five days written request by Owner, Lessee agrees to promptly execute and deliver to Owner a writing in recordable form confirming the subordination in form and content satisfactory to a prospective mortgagee or beneficiary of a deed of trust; provided, however, that the writing must preserve the right of Lessee of to remain in possession of the property until expiration or earlier termination of this lease upon execution and delivery by Lessee of a written agreement of attornment.

17. Insurance:

a) Liability. Lessee must, during the entire term hereof, keep in full force and effect a policy of public liability insurance with respect to the property, its appurtenances and the activities of, including the business operation by Lessee on the property in which the minimum limits of public liability coverage per occurrence must be $1,000,000 for bodily injury or death and $100,000 for property damage. The policy must name Owner, any person, firm or corporation designated by Owner, and Lessee as "insured" and must contain a clause that the insurer will not cancel or change the insurance without first giving the Owner ten (10) days' prior written notice. The insurance must be with an insurance company qualified to be business to the State of Alaska and a copy of the policy or certificate of insurance must be delivered to Owner.

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b) Casualty. Lessee understands and agrees that any casualty insurance deemed appropriate to protect the interests of Lessee must be secured by and paid for by Lessee at the time of execution of this lease and as a condition to the effectiveness of this lease.

18. Surrender of Property: Lessee on the last day of the term, or on the last day of a renewal or extension term or upon earlier termination of this lease, must peaceably and quietly leave and surrender the property in as good condition as on commencement of the term, ordinary wear and tear and damage that Owner has been fully compensated for by insurance proceeds excepted.

19. Holding Over: If Lessee shall remain in possession of said property after the termination of this lease or after the expiration of said term without a proper extension renewal of this lease, Lessee for the purpose of calculation of the rental obligation only, will be deemed to occupy the property as a Lessee from month to month at twice the minimum rent herein reserved.

20. Access: Owner, his agents, employees and designees **w/ an escort from Green Jar LLC(must be 21 years of age or older)** will have the right to enter the property at all reasonable time to inspect the same, to clean, repair, maintain, altar or improve the property or the building, to post "Notices of Non-Responsibility", to preserve and protect the property and the building and to show the property within the period of 180 days prior to expiration of the term of this lease. When reasonably deemed necessary, Owner may temporarily close entrances, doors, hallways, elevators or other facilities without liability and without such acts being construed as an eviction of Lessee or in any way relieving Lessee for the obligation of Lessee under this lease. The right of entry reserved herein does not impose, or does Owner assume by reason thereof any responsibility for care, maintenance, or supervision of the property beyond such obligations as are expressly set forth elsewhere in this lease. Lessee shall not install any other locks on the entrances to the premises or on the doors inside the premises, or modify existing locks on the premises, except with the prior written consent of the Owner. The Lessee shall not duplicate any key to the premises.

21. Liens: Lessee must keep the land building and any part thereof free from liens for labor or materials ordered or supplied upon the express or implied request of Lessee. Should any such lien be recorded or should a lien be recorded by reason of a claim against Lessee, or acts or omissions of Lessee, Lessee must forthwith and within ten (10) days of learning of such recording cause the same to be canceled and discharged of record.

22. Alterations: Lessee must not make any alterations, additions, changes or improvements to the property without the prior written consent of the Owner, and, where requested by Owner, in accordance with plans and specifications approved by Owner. When such consent by the Owner is given all workmanship involved and material used will be of a quality consistent with the construction of the property at the start of the lease term. If the Owner feels, solely at the discretion of the Owner, that the Lessee has allowed such inferior materials or workmanship to become a part of the property at any location or for whatever purpose, then, immediately following written notification of such deficiency to Lessee, Lessee must promptly cause such deficiency to be remedied to the satisfaction of the Owner. All contractors involved in such alterations must be approved by the Owner prior to commencing work. Alterations and improvements, such as carpet, light fixtures, stud walls, doors and all other alterations will be the expiration or earlier termination of this lease, become the property of the Owner except where Owner has otherwise agreed in writing.

23. Waiver of Subrogation: Owner and Lessee hereby grant to each other, on behalf of the insurer providing fire and extended coverage insurance to either of them covering the property, the improvements therein and contents thereof, a waiver of any right of subrogation that any such insurer of any one party may acquire against the other party by virtue of payment of such loss under such coverage.

24. Owner's Cure of Default by Lessee: If Lessee fails to cure a default within the time period provided in this lease, Owner may, at the expense of Lessee, cure any default by Lessee hereunder, but will not be required to do so. Lessee must reimburse Owner for all amounts expended for curing any defaults, including attorney's fees and other incidental expenses. Such amounts, together with interest at the maximum lawful rate of interest, will be deemed additional rent payable when the installment of rent next following the expenditures is due. Any actions by Owner to cure shall not be construed as a waiver of any part of this lease or of any right or remedy of Owner.

25. Costs and Attorney's Fee: If Lessee or Owner bring any action for any relief against the other, declaration or otherwise, arising out of this lease, including any suit by Owner for the recovery of rent or possession of the property, the losing party must pay the successful party a reasonable sum for costs and attorney's fees.

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26. Owner's Liability: Anything in this lease to the contrary, notwithstanding covenants, undertaking and agreements herein made on the part of Owner are made and intended not as personal covenants, undertakings and agreements or for the purpose of binding Owner's general partners personally or the assets of Owner's general partners except Owner's interest in the property and building, but are made and intended for the purpose of binding only the Owner's interest in the property and building. No personal liability or personal responsibility is assumed by, nor will at any time be asserted or enforceable against Owner's general partners or their heirs, legal representatives, successors, or assigns on account of the lease or on account of any covenant undertaking or agreement of the Owner in this lease.

27. Estoppel Certificates: Lessee must, from time to time, upon written request of Owner, execute, acknowledge and deliver to Owner or its designee a written statement stating: the date this lease was executed and the date it expires; the amount of minimum monthly rental and the date to which such rental has been paid; a certification that this lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or specifying the date of agreement so effecting this lease); that this lease represents the entire agreement between the parties as to this leasing; that all conditions under this lease to be performed by Owner have been satisfied, including, but without limitation, all co-tenancy requirements; that all required contributions by Owner to Lessee on account of Lessee's improvements have been received; that on this date there are no existing defenses or offsets which the Lessee has against the enforcement of this lease by the Owner; that no rental has been paid in advance of the time payment herein provided; and that no security has been deposited with Owner (or, if so, the amount thereof). It is intended that any such statement delivered pursuant to this Article may be relied upon by a prospective mortgagee upon Owner's interest. If Lessee fails to respond within 15 days of written notice to Lessee requesting such certification, Lessee will be deemed to have given such certificate as above provided without modification, and will be deemed to have admitted the accuracy of any information supplied by Owner with regard to the commencement and expiration date of this lease, the date Lessee entered into occupancy of the property, the amount of Lessee's minimum monthly rental, and the date to which such rental has been paid.

28. Owner and Lessee Not Partners. The Owner and the Lessee do not intend, and this lease and the agreements contained in it should not be construed, to create a co-partnership by the between the Owner and the Lessee, nor to make them joint ventures, nor to make Lessee in any way responsible for the debts and/or losses of the Owner, nor to make the Owner in any way responsible for the debts and/or losses of the Lessee.

29. General.

a) No amendment, modification or waiver of a provision of this lease, nor a consent required by this lease will be effective unless expressed in a writing executed by Owner and Lessee.

b) No failure on the part of Owner to enforce any covenant, agreement, term, or provision herein contained will discharge or invalidate such covenant, agreement, term or provision, or affect the right of Owner in exercising any of his rights of Owner to enforce the same. No delay or omission on the part of the Owner in exercising any of his rights will operate as a waiver of such right or any other rights. No waiver by Owner of any default will operate as a waiver of any other default or of a like default on a future occasion.

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c) Time will be of the essence for the performance of the obligations of this lease by Lessee.

d) The invalidity of one or more provisions of this lease will not render invalid the remaining problems.

e) No consent by Owner to an act or omission by Lessee will constitute consent to any other act or omission or to a like act or omission on a future occasion.

f) The title to headings of the articles of this lease are not part of this lease and will have no effect upon the construction or interpretation of any part of thereof.

g) The rule of construction that an instrument is to be construed more strictly against the party who drafted the same will not apply to this lease.

h) The parties hereto agree and acknowledge that no promises, representations or agreement have been made, not contained in the body of this lease or in attached exhibits which have been signed by the parties.

i) No right or remedy herein conferred upon or reserved to Owner is intended to be exclusive to any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

j) Subject to the terms and provisions in the main body of this lease, this lease binds and inures to the benefit of the parties, their heirs, personal representatives, assigns and other successors in interest.

k) As used in this lease, the masculine pronouns shall be read as feminine and/or neuter pronouns and singular references shall be read as plural references as the context may require.

30. Acceptance of Property: Lessee has inspected the property and acknowledges and agrees that they are in good order and condition, safe and suitable for Lessee's intended use; and Lessee accepts the same "as is".

31. Licensee Relationship. Each party to this lease acknowledges that: (a) licensee Mark D. Lee, CCIM. Represents only the Landlord in negotiating and forming this lease, but may provide specific assistance to the other party to this transaction; and Eric Bushnell, of Lee Realty, LLC represents the Tenant and may provide specific assistance to the Lessor.

32. Joint and Several Liability. The parties of the Lessee will be jointly and severally liable to Owner for the performances for this lease.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

Signature Page Below

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DAVID R. ASPLUND
MANAGING PARTNER

OWNER: Pioneer Plaza Partnership 12-21-16

LESSEE: Caleb L. Saunders, Christopher T. Farris, and Bailey A. Stuart
DBA: Green Jar

Owner

We, Caleb Saunders, Bailey Stuart, and Chris Farris, do hereby personally guarantee this lease obligation under Green Jar

BY:

Caleb Saunders Bailey Stuart Christopher Farris

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of December, 2016, personally appeared before me Caleb Saunders, Bailey Stuart, Chris Farris to me known to be the individual described in and who executed the within Lease and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purpose therein mentioned.

GIVEN UNDER my hand and official seal the day and year last above written.

Notary Public
REBECCA M. REIN
State of Alaska
My Commission Expires Jan 1, 2018

Notary Public in and for the State of Alaska
My commission expires: ~~12~~ 01/01/18

STATE OF WASHINGTON)
) ss.
KING COUNTY)

THIS IS TO CERTIFY that on this 5th day of January, 2016 17, personally appeared before me David R. Asplund, to me known to be the individual described in and who executed the within Lease and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal and the day and year last above written.

Notary Public in and for Washington
My commission expires: 10/1/17

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STATE OF ALASKA

LINDA G. STONE
NOTARY PUBLIC
COMMISSION EXPIRES 10-01-17
STATE OF WASHINGTON