REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated August 18 2017, by and between Pay Dirt Investments, LLC ("Landlord"), and Alaska Growth, LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Alaska Growth, LLC (the "Premises") located at 49787 Island Lake Road, Nikiski, AK 99635, and the structures which are located on said Premises.

TERM. The lease term will begin once Tenant has secured complete status correspondence for its Marijuana Cultivation license application and will terminate on August 18, 2018. Thereafter, the lease will continue a month to month basis thereafter unless otherwise agreed to in writing by the Parties. Landlord grants Tenant the option to renew this lease on an annual basis or until ownership transfer is complete.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of Two Thousand Five Hundred Dollars ($2500.00). Payable in advance on the first day of each month beginning November 1, 2017. Lease payments shall be made to the Landlord at 49787 Island Lake Road, Nikiski, AK 99635, which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for commercial licensed cultivation of marijuana, all other activities must be pre-approved by landlord in writing. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease. Any improvements by Landlord for the benefit of Tenant’s business operations must be repaid to Landlord, on terms agreeable by both parties.

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COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature. Tenant shall remain in compliance with the Marijuana Control Board regulations. Landlord shall not take control of the premise or marijuana product in the event Tenant abandons the property, Landlord agrees to immediately contact AMCO and local law enforcement and obtain guidance on how to handle any marijuana or marijuana product left in the premises. Any inspections by Landlord must comply with Tenant's visitor policy and meet the requirements of the Marijuana Control Board regulations relating to visitors in a restricted access area.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Pay Dirt Investments, LLC
49787 Island Lake Road
Nikiski, AK 99635

TENANT:

Alaska Growth, LLC
49787 Island Lake Road
Nikiski, AK 99635.

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

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BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

Pay Dirt Investments, LLC
Edith vonWeltin

TENANT:

Alaska Growth, LLC
Jon A. Tuttle – Member, Manager

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