LEASE AGREEMENT

The undersigned, **Danny Neal Van Zee** hereinafter called **TENANT**(S), agree(s) to lease from **Catherine Y. DeLacee OWNER for Lease of 37035 Nicholas View Lane, Located in the NE corner of Lot #1 of Pinnacle Hill Sub Division, Soldotna Alaska and consisting of 480 Sq Feet.**

A 10 Year tenancy shall begin on December 1, 2017 under the following terms and conditions:

1. RENT:
The annual rental of **$1.00 plus** sales tax is **due on or before the 1st day of each December** and payable to **Catherine Y. DeLacee.**

2. PROVISIONS:
The amount above includes : Rent, water/sewer

Does NOT include: Snow and trash removal, electric

3. USE:
TENANT & Landlord agrees that the premises is to be used and occupied by TENANT and his employees as a State of Alaska licensed Marijuana Cultivation Facility..

4. DEPOSIT:
TENANT has paid the sum of **$1.00** as a security deposit for the performance of TENANT'S obligation hereunder to include clean and damages to the premises. This deposit does not limit OWNER rights or TENANT obligations.

5. DEPOSIT REFUND:
Such amount of the deposit as is necessary to clean, repair damage or remedy such breach shall be retained by the OWNER or his AGENT and the balance with a statement of charges remitted to the TENANT within 14 days. **TENANT shall notify Owner immediately when unit is vacated and ready for inspection.**

6. LATE CHARGE:
It is understood that the **total rent is due on the first (1st) day of each December** If rent is not received by the **fifth (5th) day of that month** or if the check is returned for insufficient funds, there will be a **$25.00** late charge plus **$25.00** NSF fee in addition to the full amount of the rent.

7. CONDITION:
TENANT accepts the premises in its present condition

8. LIABILITY:
OWNER shall maintain property insurance on the building and permanently installed fixtures and equipment and agrees to waive all rights of subrogation against TENANT, their employees and guests, except in case of gross negligence or intentional malfeasance.
All personal property in the premises shall be at the risk of the TENANT. OWNER shall **NOT** be responsible for any damages to person or property sustained by TENANT or others due to the building in which the premises is situated or any part or appurtenance thereto becoming out of repairs, or for any act or neglect of employees, or due to the happening of an accident from whatsoever cause in and about said building. TENANT shall save and keep OWNER and his AGENT harmless from any and all claims, damages and suits for property damage or personal injury on account of any defects in said premises now or hereafter occurring.

Received by AMCO 11.27.17

9. MAINTENANCE:
TENANT shall maintain the premises in good order and in clean and sanitary condition. Smoke detectors are to be maintained by TENANT

10. REPAIRS:
If repairs of damage or replacement of lost or missing items of furnishings or equipment, cleaning or painting are required to restore the premises to the condition of said property on the effective date of this agreement (less reasonable wear and tear), the cost of such repair, replacement and/or cleaning shall be paid by the TENANT to OWNER or his AGENT immediately upon demand, less the amount of said deposit. Tenant shall be liable for any damage to property due to utilities being shut off due to non payment or any other reason.

11. ASSIGNMENT:
TENANT may not assign this agreement nor sublet the premises or any part thereof without written consent of the OWNER or his AGENT.

12. ALTERATIONS:
TENANT may make any alterations to the premises without written consent of the OWNER or his AGENT.

13. ACCESS:
TENANT shall allow OWNER access at all reasonable times to said premises.

14. REMOVAL OF PROPERTY:
In case of a default of this agreement the landlord/lessor will not remove from the premises or take possession of marijuana, and AMCO enforcement will be contacted .

15. ABANDONMENT OF PREMISES:
In the event the Tenant is absent from the premises for seven (7) consecutive days without the notification to Landlord and while in default of rent, Tenant shall, at the option of the Landlord, be deemed to have abandoned the premises.

16. ABANDONMENT OF PERSONAL PROPERTY:
In the event the Tenant shall abandon or vacate the premises leaving personal property in the premises, said personal property shall be considered abandoned by the Tenant. If it is not claimed within 15 days after the Tenant abandoned or vacated the premises and the Landlord SHALL dispose of the abandoned personal property according to the laws of the State of Alaska.

17. GOVERNMENTAL REGULATIONS:
TENANT shall comply with any government rules and regulations shown as relevant to this agreement and any additional rules applicable to said premises or the use thereof.

Tenant _____ Date 11/27/17 Owner _____ Date 11/27/17

Received by AMCO 11.27.17