AMENDMENT TO REAL ESTATE SUBLEASE

THIS AMENDMENT is entered into between Sublessor and SubTenant effective as of the 9th day of April, 2018 under that certain Sublease Agreement originally dated October 12, 2017, related to the property commonly known as 10767 Kenai Spur Hwy, Suite D, Kenai, Alaska.

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

1. **Access and Inspection.** During any entry by Sublessor or its agents on the premises, Sublessor's agents or employees shall be over the age of 21 and shall comply with SubTenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated SubTenant agent, 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. **Default**: Sublessor 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 SubTenant cannot be reached, abandons the property, or similar event.

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

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

SUBLESSOR:
Blue Star Holdings, LLC

By: Ryan Tunseth 4-9-18
Ryan Tunseth – Member

By: Heidi Tunseth 4-9-18
Heidi Tunseth - Member

SUBTENANT:
Cook Inlet Cannabis Co.

By: Ryan Tunseth 04-09-18
Ryan Tunseth – Shareholder

Received by AMCO 4.10.18

REAL ESTATE LEASE

This Sublease Agreement (this "Sublease") is dated 10/12 2017, by and between Blue Star Holdings, LLC ("Sublessor"), and Cook Inlet Cannabis Co., DBA East Rip ("Subtenant"). The parties agree as follows:

PREMISES. Sublessor in consideration of the lease payments provided in this Sublease, leases to East Rip (the "Premises") located at 10767 KENAI SPUR HWY, SUITE D, KENAI, AK 99611.

TERM. The sublease term will begin 05/01 2017 and will terminate on 04/30, 2019.

LEASE PAYMENTS. Subtenant shall pay to Sublessor monthly installments of four thousand five hundred dollars ($4,500) as well as 4% of Sublessee's net profits, defined as any and all amounts derived from Lessee's business operations. Percentage of net profit is to increase every 12 months by one percentage point. Subtenant will have option for month to month after initial term expires, unless otherwise agreed upon. Installments are payable in advance on the first day of each month.

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

USE OF PREMISES. Subtenant may use the Premises only for Retail of commercial marijuana and marijuana product and all legal endeavors. The Premises may be used for any other purpose only with the prior written consent of Sublessor, which shall not be unreasonably withheld. Subtenant shall notify Sublessor of any anticipated extended absence from the Premises not later than the first day of the extended absence.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Sublessor shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Sublessor shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Subtenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

LATE PAYMENTS. For any payment that is not paid within 15 days after its due date, Subtenant shall pay a late fee of $250.00.

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HOLDOVER. If Subtenant maintains possession of the Premises for any period after the termination of this Sublease ("Holdover Period"), Subtenant shall pay to Sublessor lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Sublease.

REMODELING OR STRUCTURAL IMPROVEMENTS. Subtenant shall have the obligation to conduct any construction or remodeling (at Subtenant's expense) that may be required to use the Premises as specified above. Subtenant may also construct such fixtures on the Premises (at Subtenant'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 written consent of the Sublessor which shall not be unreasonably withheld. Subtenant shall not install awnings or advertisements on any part of the Premises without Sublessors prior written consent. At the end of the lease term, Subtenant shall be entitled to remove (or at the request of Sublessor shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Sublease.

ACCESS BY SUBLESSOR TO PREMISES. Subject to Subtenant's consent (which shall not be unreasonably withheld), Sublessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Sublessor does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Sublessor may enter the Premises without Subtenant's consent. During the last three months of this Sublease, or any extension of this Sublease, Sublessor shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Subtenant agrees to indemnify, hold harmless, and defend Sublessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Sublessor may suffer or incur in connection with Subtenant's possession, use or misuse of the Premises, except Sublessors act or negligence.

MECHANICS LIENS. Neither the Subtenant nor anyone claiming through the Subtenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Sublease constitutes notice that such liens are invalid. Further, Subtenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Subtenant.

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 Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

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SUBLESSOR:

Blue Star Holdings, LLC
2815 BRYSON AVE, KENAI, AK 99611

SUBTENANT:

Cook Inlet Cannabis Co.
10767 KENAI SPUR HWY, SUITE D, KENAI, AK 99611

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 Sublease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Sublease 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 Sublease. This Sublease 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 Sublease 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 Sublease 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 Sublease 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 Sublease.

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

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SUBLESSOR:

Ryan Tunseth 10/12/2017

Blue Star Holdings, LLC
AS: Ryan Tunseth – Member

Heidi Tunseth 10/12/2017

Blue Star Holdings, LLC
AS: Heidi Tunseth – Member

SUBTENANT:

Ryan Tunseth 10/12/2017

Cook Inlet Cannabis Co.
AS: Ryan Tunseth - Director, President, Shareholder, Secretary, Treasurer

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LEASE AGREEMENT

THIS LEASE, made and entered into in Kenai, Alaska on this 1st day of June, 2017, by and between Zan, Inc. (hereinafter referred to as the "Lessor"), and Blue Star Holdings, LLC, (Hereinafter referred to as the"Lessee").

WITNESSETH THAT:

In consideration of these premises, the mutual covenants herein contained, and each and every act performed hereunder by either of the parties, such parties enter into the following articles of Agreement:

ARTICLE I
THE DEMISED PREMISES AND THE TERM

Section 1.01. Property Leased. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor (i) the store unit as shown on Exhibit A to this lease consisting of approximately 1500 S.F .and approximately 1500 S.F. of Basement, in the building located at 10767 Kenai Spur Highway, Kenai, Alaska (T05N R11W S05 KN0830028 SPUR SUB NO 2 LOT 1 LOT 1-C), (the "Real Estate"), as more particularly known as 10767 Kenai Spur Hwy, Suite D and (ii) the non-exclusive rights to all parking areas, ingress, egress and access roads, sanitary sewers and utility lines and any drainage system common to all leased units in the Building, walkways and sidewalks, restrooms, driveways, landscaped and planted areas, together with all other rights, privileges, easement, and the appurtenances thereto belonging or in any way pertaining ("Demised Premises"). Lessor is aware and agrees that Tenant shall sublease property to Cook Inlet Cannabis Co., an Alaskan Corporation (dba) East Rip., which is owned and operated by Ryan Tunseth, for the purpose of running a state licensed marijuana company.

Section 1.02. Term. The initial term of the Lease is for a period of five (5) years ("Demised Term"). Lessee shall have option to extend this Lease for each of two (2) additional terms of one (1) year, commencing at the expiration of the Demised Term or any extended term, as outlined in Section 1.03, below.

Section 1.03. Extended Terms. If the Lessee shall comply with each of the terms, provisions and conditions of this Lease, the Lessee shall have the option to extend this Lease for each of two (2) additional term of one (1) years, commencing at the expiration of the Demised Term or any extended term, subject to the same terms, covenants and conditions contained in this Lease, all which shall be applicable to such extension, excepting the amount of rent. Rent is to be adjusted upwards as outlined in Section 2.02 below. This Lease shall be automatically extended for the next occurring option period unless Lessee shall notify Lessor in writing of its intention not to exercise such option period, which notice shall be given by Lessee to Lessor at least three (3) month before the expiration of the then current Lease term.

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ARTICLE II
RENT

Section 2.01. Covenant. The Lessee covenants that it will pay, without relief from valuation or appraisement laws, a rental for the Demised Premises to Lessor at its office at P.O. Box 2009, Kenai, AK 99611 or such other place as the Lessor may from time to time specify in writing, all as hereinafter provided.

Section 2.02. Rent. The Lessee shall pay to the Lessor the sum of One Hundred dollars per month ($100.00) base rent, plus $6.00 Kenai Peninsula Borough sales tax for a total of $106.00 as reasonable rental of the premises during the term of this Lease as follows:

a) Initial Term First Year In monthly installments payable on the 1st day of June 2017 and ending on the last day of May 2018.

b) Initial Term Second Year $3,000.00 per month base rent, plus Borough sales tax, beginning on the 1st day of June 2018 and ending on the last day of May 2019.

c) Initial Term Third Year $3,050.00 per month base rent, plus Borough sales tax, beginning on the 1st day of June 2019 and ending on the last day of May 2020.

d) Initial Term Forth Year $3,100.00 per month base rent, plus Borough sales tax, beginning on the 1st day of June 2020 and ending on the last day of May 2021.

e) Initial Term Fifth Year $3,150.00 per month base rent, plus Borough sales tax, beginning on the 1st day of June 2021 and ending on the last day of May 2022.

f) Option - 1st Additional Term $3200.00 per month base rent, plus Borough sales tax, beginning on the 1st day of June 2022 and ending on the last day of May 2023.

g) Option - 2nd Additional Term $3250.00 per month base rent, plus Borough sales tax, beginning on the 1st day of January 2023 and ending on the last day of December 2024.

ARTICLE III
POSSESSION

Section 3.01. Commencement Date. The Lessee shall be liable for rent commencing on the first day of June 2017. (The "Commencement Date"),

Commencement Date: June 1, 2017
Lessor: Zan, Inc.
Lessee: Blue Star Holdings, LLC.

Section 3.02. Effect of Holding Over. In the event the Lessee remains in possession of the

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Demised Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Demised Premises as a tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, except that the rent payable shall be one-hundred-ten percent (110%) of the rent payable immediately preceding the expiration date of this lease.

Section 3.03. Condition of Occupancy. Upon request of the Lessor, and without expense to Lessee, Lessee shall certify to the Lessor or to any Mortgagee or purchaser of the Demised Premises that this Lease is in full force and effect or state exceptions, that all work has been satisfactorily completed, that there are no defaults, offsets or counterclaims (stating the same) and such other facts as the Lessor may reasonable request.

Section 3.04. Right to Mortgage. The Lessor reserves the right to subject and subordinate this Lease to the lien of any mortgage hereafter placed upon the Demised Premises and Lessee hereby agrees to execute any subordination agreements which may reasonably be required in connection with the negotiation or execution of any such mortgage; provided, however, that the Lessee's possession, use and enjoyment of the Demised Premises shall not be disturbed in any manner, nor its rights hereunder adversely affected or in any manner impaired so long as the Lessee performs it obligations under the terms of this Lease.

ARTICLE IV
USE OF DEMISED PREMISES

Section 4.01. Use and Hours of Business. The Demised Premises shall be used and occupied by the Lessee for a Retail Store and for no other purpose without the written consent of the Lessor. The Lessee agrees that it will conduct its business in the Demised Premises in a reputable manner and during the regular and customary hours for such type of business and on all business days, and will conduct such business in a lawful manner.

Section 4.02. Conformance with Laws. The Demised Premises shall not be used for any unlawful purpose, and no violation of law shall be committed thereon. The Lessee shall at its own cost and expense promptly observe and keep all laws, rules, orders, ordinances, and regulations of the state and city governments and any and all of their departments and bureaus and those of any other competent authority relating to the use of the Demised Premises for the purpose authorized in Section 4.01 hereof.

ARTICLE V
REPAIRS AND UTILITIES: RESERVE FOR REPAIRS

Section 5.01. Repairs and Utilities. Lessor, at its own expense, shall make all repairs and replacements as shall be reasonably necessary to keep the exterior of the Demised Premises in good condition and repair during the Demised Term (or any extension or renewal of such Term), including

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but not limited to all mechanical equipment and plumbing serving the interior / exterior of the Demised Premises exclusively. Each other Lessee of a portion of the building will be required by Lessor to make all repairs and replacements at its expense as shall be reasonably necessary to keep the interior of its demised premises in good condition and repair. Lessee agrees that all damage or injury done to the Demised Premises by Lessee or any invitee of Lessee except Lessor, its agents, servants and employees, shall be repaired by Lessee at its own expense. Payment for all utilities used upon or in connection with the Demised Premises shall be made by the Lessee, continuously during the Demised Term and any extensions thereto, with the exception of the natural gas utility which shall be the responsibility of the Lessor.

ARTICLE VI
IMPROVEMENTS

Section 6.01. Advertising. Lessee may install such signs as Lessee customarily uses in the conduct of its business. All exterior signs installed by the Lessee shall be approved by the Lessor, and in conformity with applicable zoning regulations and other ordinances.

Section 6.02. Ownership of Improvements. Lessee may remove any equipment or fixtures installed by Lessee, provided all damage caused by such removal is immediately repaired by the Lessee. All other improvements and fixtures which are permanently attached to the floors, wall or ceiling shall remain in the property of the Lessor and upon the termination of the Lease shall remain upon and be surrendered with the Demised Premises as part thereof without disturbance or injury.

ARTICLE VII
INDEMNIFICATION AND HOLD HARMLESS

Lessor shall be held harmless and indemnified by Lessee from any claims, suits, damages, demands, costs and expenses, including attorneys' fees, arising out of or relating to any injury to any person or persons or damage to any property in or upon the Demised Premises, including the person and property of Lessee and its employees and all persons in the Demised Premises at its or their invitation, express or implied, except as such are caused by the negligent acts of Lessor. All property kept, stored or maintained in the Demised Premises shall be kept, stored or maintained at the risk of Lessee only.

ARTICLE VIII
INSURANCE

Section 8.01. Fire and Extended Coverage. The Lessor shall maintain full replacement value fire and extended coverage insurance in an amount sufficient to repair, restore or rebuild the entire Building of which the Demised Premises are a part (naming the Lessor and any Mortgagee as an additional insured party therein). The Lessor shall pay all premiums on such insurance as they become due.

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Section 8.02. Liability Coverage. The Lessee agrees to carry and maintain with such company or companies as shall be satisfactory to both parties herein, and at its sole cost and expense, public liability insurance against property damage or personal injury, growing out of the use of, or occurring on or about the Building of which the Demised Premises are a part, with liability limits of at least $500,000 property damage and $1,000,000/$2,000,000 personal injury. The Lessor shall be named as an additional insured on all such policies and shall be entitled to a copy of the policy from such insurer showing such coverage is in effect. Such policy or policies shall contain a provision that they may not be canceled or materially altered without thirty (30) days prior written notice to the Lessor.

ARTICLE IX
TAXES AND ASSESSMENTS

Section 9.01. Real Estate Tax and Assessments. Lessor covenants and agrees to pay the taxing authority for all real estate taxes and special assessments of State, City and County government which may be levied and assessed against the Real Estate and the Building of which the Demised Premises are a party during the term of this Lease.

Section 9.02. Taxes on lessee's Property. Lessee shall pay all taxes levied against its personal property located within the Demised Premises.

Section 9.03. Sales or Other Taxes. Lessee hereby agrees to pay sales or such other tax in the form of sales or use tax, not only in respect to the payment of rent, but in connection with any other service or services provided for by Lessor under this Lease and as is now or may be required in the future under the laws of the State of Alaska or any other governing jurisdiction.

ARTICLE X
DAMAGE

Section 10.01. Repair by Lessor. If the building constituting a part of the Demised Premises shall be partially or totally destroyed by fire or other cause insurable under full standard extended risk insurance, as is to be maintained by the Lessor, so as to become partially or totally untenantable, the same shall be repaired as speedily as possible at the expense of the Lessor, unless the Lessor shall elect not to rebuild as hereinafter provided.

Section 10.02. Termination by Lessee. The Lessee may give notice in writing terminating Lease, if during the term hereof, more than fifty percent (50%) of the building constituting a part of the Demised Premises shall be destroyed or so damaged by fire or other cause as to become wholly or partially untenantable. The Lessor may, if it so elects, rebuild or put the building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice in writing terminating this Lease. If the Lessor elects to repair or rebuild the building, it shall within thirty (30) days after such injury give the Lessee notice of its intention to repair and then

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proceed with reasonable speed to repair. If the Lessor elects to rebuild or repair, as herein provided, then the obligation of the Lessor hereunder shall be limited to erection of a building similar in size, floor area and quality to the one destroyed and the Lessor shall not be required to expend an amount greater than the insurance proceeds. If Lessor / Lessee elects to terminate the Lease any insurance proceeds relating to such damage or destruction shall belong and be assigned if necessary by Lessee to Lessor.

ARTICLE XI
ASSIGNMENTS

Lessee agrees to not sublet, assign or in any manner to transfer this Lease or any estate or interest herein without the previous written consent of Lessor, which consent shall not be unreasonably withheld. Consent by Lessor to one of more assignments of this Lease, or to one or more subletting of the premises, shall not operate to exhaust Lessor's rights under this Article, nor to release Lessee or any subsequent assignor of liability for performance of the terms of this Lease. Lessor may assign this Lease, subject to all of the terms and conditions stated herein upon giving notice of its intention to lessee. Notwithstanding the above, Lessor does grant Lessee the right to Sublease this property to Cook Inlet Cannabis Co., An Alaskan Corporation (dba) East Rip., which is owned and operated by Ryan Tunseth, for the purpose of running a state licensed marijuana company.

ARTICLE XII
ACCESS TO DEMISED PREMISES

Sections 12.01. By Lessor. Lessor shall have the right to enter upon the Demised Premises after 24 hours' notice to lessee with escort if required, for the purpose of exhibiting or inspecting the same or making repairs, additions or alterations to the Demised Premises, or any property owned or controlled by Lessor. If Lessor reasonably deems any repairs required to be made by Lessee necessary, it may demand that the Lessee make the same forthwith, and if Lessee refuses or neglects to commence such repairs and to complete the same with reasonable dispatch, Lessor may make or cause such repairs to be made and shall not be responsible to Lessee for any loss or damage that may occur to its stock or business by reason thereof; and if the Lessor makes or causes such repairs to be made, Lessee shall forthwith on demand pay to Lessor the cost thereof plus a twelve percent (12%) per annum, and, in event of default under such payment, Lessor shall have all remedies provided for an Article XIII herein.

Section 12.02. Right to Show Premises. For a period commencing one ninety (90) days prior to the expiration of this Lease, Lessor shall have reasonable access to the Demises Premises for the purpose of exhibiting same to prospective tenants.

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During any entry by Lessor or its agents on the premises, Lessor's agents or employees shall be over the age of 21 and shall comply with Tenant's sub-lease visitor policy, show government issued photo ID, wear a visitor badge, remain in eye sight of a designated Tenant agent or sub-lease, comply with and sign into the log in sheet and sign out when leaving the premise, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Lessor have more than five persons enter the premises.

Lessor 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 licensed premises if Tenant, or sub-lessee cannot be reached, abandons the property, or similar event.

ARTICLE XIII
DEFAULT AND REMEDIES OF LESSOR

Section 13.01. Rights on Default. If the Lessee makes any default in respect to its covenants to pay rent and fails to cure such default within ten (10) days after receipt of written notice thereof; or if Lessee makes any default in respect to any other of its obligations under the Lease, and if it fails to make good such default within thirty (30) days within receipt of written notice of the existence of such default has been given it by Lessor; (time being of the essence of this provision of this Agreement of Lease) or if Lessee shall abandon or vacate the Demised Premises before the end of the Demised Term, Lessor may thereupon take possession of the Demised Premises and relet the same without such action being deemed an acceptance of a surrender of this Lease or in any way terminating Lessee's liability hereunder, and Lessee shall remain liable to pay rent, together with other charges set out herein, less the net amount realized from such reletting, after deduction of any expenses incident to such repossession and reletting, or the Lessor, at its option, may without further notice to Lessee, terminate the Lease. Should the sum realized from such reletting, by Lessor, after deducting the cost of expense of repairs or alterations and the expense of reletting, be less than the rentals reserved herein, Lessee agrees to pay such deficiency each month upon demand therefor.

Section 13.02. Insolvency. In the event that Lessee suffers, permits or undertakes any of the following acts:

(a) has a receiver in equity appointed for its property, and the appointment of such receiver not set aside in ninety (90) days, or requests or consents to the appointment of a receiver;

(b) makes an assignment for the benefit of its creditors; or

(c) permits the leasehold interest of the Lessee hereunder to be sold pursuant to execution;

Then, Lessor may, under and pursuant to the applicable laws(s) of Alaska, disaffirm and terminate this Lease and immediately take possession of the Demised Premises, using such force as may be permitted or necessary under such laws, without being deemed guilty in any manner of trespass or

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forcible entry.

Neither the filling of the petition nor an adjudication under any chapter of Title 11 U.S.C. 101 et seq. nor the appointment of a trustee shall affect this Lease so long as the Lessee or its successor in interest cures any existing default and provides on a timely basis adequate assurances that its obligations hereunder will be fulfilled. If, pursuant to 11 U.S.C. 365 and / or other applicable sections of Title 11, the Lessee or its successor in interest fails to do so, the Lease shall terminate in accordance with said Title and Sections. Such failure shall constitute a default under the terms of the Lease.

Lessor 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 licensed premises if Tenant, or sub-lessee cannot be reached, abandons the property, or similar event.

Section 13.03. Default in Performance of Covenants. In the event the Lessee shall be in default with respect to any of the covenants contained herein, other than the covenant to pay rent, Lessor shall be entitled, after thirty (30) days written notice of such default to Lessee, to perform any covenant of the Lessee as to which Lessee is default, and any and all sums paid by Lessor in performance of such covenants plus a ten percent (10%) charge for service and overhead shall be and constitute additional rent and shall be paid by Lessee with interest a rate of twelve percent (12%) per annum with the next rent payment due. All rental payments as to which the Lessee is in default shall bear interest at the rate of twelve percent (12%) per annum until paid.

Section 13.04. Remedies Cumulative. The remedies of the Lessor shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided by law.

ARTICLE XIV
EMINENT DOMAIN

Section 14.01. Condemnation. If the whole or any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such taking or condemnation shall render the Demised Premises unsuitable for the business of the Lessee, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. In the event of a partial taking to condemnation which is not extensive enough to render the Demised Premises unsuitable for the business of the Lessee, then the Lessor shall promptly restore the Demised Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in such taking, and this Lease shall continue in full force and effect except that the fixed rental shall be reduced in proportion to the reduction gross area of the Demised Premises, after taking into consideration Lessor's initial proportion of investment in land and building.

Section 14.02. Damages. All damages awarded for such taking under the power of eminent

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domain, whether for the whole or a part of the Demised Premises, shall belong to Lessor, provided however that Lessor shall not be entitled to any award made to Lessee for diminution in value or loss of the leasehold, loss of business, depreciation to and cost of removal or replacement of stock, fixtures, and Lessee shall be entitled to make a claim for any such losses.

Section 14.03. Public Authority and Eminent Domain Defined. The term "public authority" as used in this Article shall include any corporation, firm or association, whether publicly or privately owned, having the power of eminent domain. The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu of condemnation.

Section 14.04. Rights on Termination. In the event of the termination of this Lease under the provisions in this Article contained herein, all rents shall be adjusted to the date of such termination and all future liabilities and obligations under this Lease shall be immediately terminated.

ARTICLE XV
NOTICES

All notices to be given hereunder shall be deemed to be properly given if, in the case of notices by the Lessor to the Lessee, they are addressed to the Lessee at P.O. Box 1922, Kenai, Alaska 99611 or at such other address as the Lessee may, from time to time, furnish to Lessor in writing for such purpose; and, in the case of notices by the Lessee to the Lessor, if they are addressed to Lessor at P.O. Box 2009, Kenai, Alaska 99611 or at such other address as the Lessor may from time to time furnish to Lessee in writing for such purpose. All notices shall be in writing and shall be mailed by certified or registered mail, in an envelope addressed as above described, not later than the date upon which notice is required to be given pursuant to the terms of this Lease. All such notices shall be deemed given when so certified or registered and deposited in the United States mail, postage prepaid.

ARTICLE XVI
CONSTRUCTION

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of Ownership, or of joint venture, between the parties hereto, it being agreed that neither the method of computation of rents nor any other provisions named herein, nor an acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. This Agreement shall be construed without reference to titles of Articles and Sections, which are inserted for convenience of reference only.

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ARTICLE XVII
QUIET ENJOYMENT

The Lessor warrants that the Lessee, upon making the payments and performing and keeping the other covenants and agreements of this Lease in its part to be kept and performed, shall have peaceful and quiet possession of the Demised Premises during the term of this Lease and any extension thereof, free from any molestation or hindrance whatsoever.

ARTICLE XVIII
MISCELLANEOUS

Section 18.01. Consent. The parties agree that whenever under this agreement provision is made for securing the written consent of the other, such written consent shall not be unreasonably withheld.

Section 18.02. No Implied Waiver. No waiver of condition of covenant of this Lease by either party hereto shall be deemed to imply or constitute a further waiver by such party of the same or any other condition or covenant.

Section 18.03. Law of Alaska Governs. The laws of the State of Alaska shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

Section 18.04. Complete Agreement. All negotiations, considerations, representations and understandings between the parties are incorporated herein and may be modified or altered only by memorandum in writing and signed by the parties hereto.

Section 18.05. Agreement Binding on Successors. The covenants, agreements, and obligations herein contained shall extend to, bind and inure to the benefit not only of the parties hereto, but their respective personal representatives, heirs, successors and assigns.

Section 18.06. Memorandum of Lease. Lessor and Lessee agree not to place this lease of record but upon the request of either party agree to execute for recording purposes a Memorandum of Lease indicating the Demised Premises, the lease term, and other provisions with respect to which notice to third parties is deemed advisable, but omitting rental and other terms of the Lease.

Section 18.07. Broker's Commission. Each of the parties represent and warrant that There are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, and each of the parties shall indemnify and hold the harmless from all liabilities arising from any such claims (including, without limitation, the cost of attorneys' fees in connection therewith).

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Section 18.08. Authority of Persons Signing. Each of the parties signing this Lease on behalf of the Lessor and Lessee represent that they have been duly authorized and empowered to execute this Lease on behalf of said parties and that all necessary action on behalf of said Lessor and Lessee has been taken and done.

Section 18.09. Counterparts. This Lease Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written.

Blue Star Holdings, LLC

By: _____
Ryan Turnseth

Its: Owner

Zan, Inc.

By: _____
Mike Navarre

Its: President

LANDLORD'S ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 31st day of May, 2017, by Mike Navarre, President, Zan, Inc.

KELLY HARDEN
My Commission Expires
NOTARY PUBLIC
Oct 2, 2019
STATE OF ALASKA

_____
Notary Public in and for State of Alaska
My Commission Expires: 10/2/19

TENANT'S ACKNOWLEDGEMENT

Received by AMCO 10.26.17

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 31st day of May, 2017, by Ryan Tunseth, Owner, Blue Star Holdings, LLC.

KELLY HARDEN
My Commission Expires
NOTARY PUBLIC
Oct 2, 2019
STATE OF ALASKA

Notary Public in and for State of Alaska
My Commission Expires: 10/2/19

Received by AMCO 10.26.17