SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT ("Agreement") is made and entered into this 2nd day of April, 2018, by and between Pioneer Ventures, LLC, hereinafter referred to as "Landlord," and Broken Dirt, LLC, hereinafter referred to as "Tenant."

Recitals

WHEREAS, Landlord and Tenant entered into a Commercial Lease Agreement dated February 17, 2016, calling for the lease of certain real property referred to as approximately 4500 square feet of office and warehouse space located at 5001 Eagle Street, Suite B, Anchorage, Alaska ("Premises"), on a Five-Year Lease term to expire on February 28, 2021; and

WHEREAS, the Alaska Marijuana Control Board (MCB) requires commercial lease agreements for marijuana establishments to include disclaimers regarding landlord/lessor access to the licensed premises and restrictions on the ability of landlords/lessors to take possession of, or remove, marijuana product from the licensed premises;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Landlord acknowledges that, because the Premises is being utilized by Tenant as a licensed marijuana establishment, applicable laws and regulations require that a Tenant representative be present to serve as an escort to Landlord and Landlord's agents during any entry, including those authorized under Section 15 of the Agreement, and that Landlord will comply with Tenant's visitor policies at all times when accessing the Premises. In the event of any circumstances under which Landlord seeks to enter the premises under Section 15 and Tenant cannot be reached or does not provide access, Landlord shall contact the State of Alaska Alcohol and Marijuana Control Office (AMCO), or other relevant government authority, prior to any access of the Premises.

2. In the event of default and re-entry under Section 20 of the Agreement, Landlord shall contact AMCO, or other relevant government authority, prior to any access of the Premises.

3. If Tenant abandons the Premises, is in default, or in the occurrence of any similar event causing Landlord to re-enter or take possession of the Premises, notwithstanding Landlord's right to remove personal property pursuant to Section 24, Landlord shall not take into its possession or remove from the Premises any marijuana or marijuana product.

LANDLORD: Pioneer Ventures, LLC

Received by AMCO 04.16.18

By: _____

Its: Member

TENANT:

Broken Dirt, LLC

By: _____

Its: Member-Manager

Received by AMCO 04.16.18

AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT ("Agreement") is made and entered into this 10th day of May, 2017, by and between Pioneer Ventures, LLC hereinafter referred to as "Landlord" and Broken Dirt, LLC. hereinafter referred to as "Tenant".

RECITALS:

WHEREAS, Landlord and Tenant entered into a Commercial Lease Agreement dated the 17th day of February, 2016, calling for the lease of certain real property referred to as approximately 4500 square feet of office and warehouse space located at 5001 Eagle Street, Suite B, Anchorage, Alaska on a Five Year Lease term to expire on on February 28, 2021.

WHEREAS, the parties desire to modify the terms and conditions of the commercial lease agreement as set forth below:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Amend Section 4, Rent, to read: Tenant shall pay to Landlord as base rent for the Premises as follows:

a. March 1, 2016 to June 30, 2016:	$6,750.00 Per Month
b. July 1, 2016 to October 31, 2016:	$3,750.00 Per Month
c. November 1, 2016 to July 31, 2017:	$ 0.00 Per Month
d. August 1, 2017 to December 31, 2017:	$3,750.00 Per Month
e. January 1, 2018:	$4,500.00 Per Month
f. February 1, 2018 to February 28, 2021:	$6,750.00 Per Month

3. All terms and conditions shall remain of the original lease and amendments.

This Amendment is effective as of the 1st day of March, 2016.

LANDLORD: Pioneer Ventures, LLC

By: _____

Its: Member

TENANT: Broken Dirt, LLC.

By: _____

Its: Manager

Received by AMCO 12.21.17

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (the "Lease") is made and entered into this 17th day of February, 2016 by and between **Pioneer Ventures, LLC.** ("Landlord"), and **Broken Dirt, LLC.** ("Tenant").

1. PREMISES. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, those certain premises encompassing approximately 4,500 sq. ft. located at **5001 Eagle Street, Suite B, in the City of Anchorage, State of Alaska**, described further in Exhibit "A" (the "Premises").

2. BUSINESS PURPOSE. The Premises are to be used for the purpose of conducting **a horticultural, wholesale, retail, logistics and distribution operation** therein, or for any other lawful purpose. Landlord warrants that the Premises are presently zoned so that they may be used for the intended purpose.

3. TERM. The term of this Lease shall be for **Five (5) years** and shall commence on the **1st day of March, 2016 and expire on the 28th day of February, 2021**, inclusive. Tenant shall have the right to occupy the Premises upon execution of the lease agreement and shall be billed for any utility or maintenance costs according to the terms of the lease. Tenant shall have a total of thirty (30) months of reduced rent starting from July 1, 2016. Tenant shall have the option of canceling this lease on or before July 1, 2016 and upon cancellation, all rent payments and security deposits shall be non-refundable.

4. RENT. Tenant shall deposit with Landlord the rental amount due for the first month's Minimum Rent ($6,750.00) in addition to a Security Deposit ($6,750.00) upon execution of this Lease. Tenant shall pay to Landlord as base rent for the Premises as follows:

a. March 1, 2016 to June 30, 2016: $6,750.00 Per Month.
b. July 1, 2016 to December 31, 2018: $3,750.00 Per Month.
c. January 1, 2019 to February 28, 2021: $6,750.00 Per Month.

Tenant shall have the option of renewing this lease for three each, five year terms with an annual price escalation of 3% of the previous lease rate for each year.

The said monthly rent shall be payable in advance, on the first (1st) day of each month. Rent for any period which is for less than one (1) month shall be a pro-rata portion of the monthly installment. Rent shall be payable, without notice or demand and without deduction, offset or abatement, to Landlord at the following address:

Pioneer Ventures, LLC
200 West 34th Avenue, Suite 625
Anchorage, Alaska 99503

or to such other address as Landlord may from time to time designate. Payment after the 5th day of the month shall accrue a late-fee of 5% of the monthly rent due.

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Arrearages shall accrue interest in addition to the late-fee of 1.5% per month starting from the due-date until paid.

5. SECURITY DEPOSIT Simultaneously with the execution of this Lease Tenant has deposited with Landlord the sum of **Six Thousand Seven Hundred Fifty and 00/100 ($6,750.00)**. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within ten (10) days after written demand therefore, deposit cash with Landlord in an amount equal to the amount used or applied, and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant within thirty (30) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

6. ADDITIONAL RENTS. Lessee is responsible for exterior/interior maintenance of it's premises and its share of utilities such as water, sewer, natural gas, and electricity for the premises.

7. UTILITIES. Tenant shall pay for it's own metered utilities and Landlord shall provide billing for any unmetered services or expenses at the facility.

8. INDEMNIFICATION. All personal property on the Premises shall be at the risk of Tenant; Landlord or Landlord's agents shall not be liable for any damage, either to person or property, sustained by Tenant or others caused by the negligent or willful misconduct of Tenant. Tenant agrees to defend and hold Landlord and Landlord's agents harmless from any and all claims for damages suffered or alleged to be suffered in or about the Premises by any person, firm or corporation. This clause shall not apply if the damage or alleged damage to person or property is caused by or arises from the gross negligence or willful misconduct of Landlord or Landlord's agents, employees, or contractors.

9. LIABILITY INSURANCE. Tenant shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Landlord and insuring Tenant and Landlord against any liability, including, without limitation, damages to other portions of the building arising out of the ownership, use, occupancy or maintenance of the Leased Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than One Million Dollars ($1,000,000.00). Such policy shall name Landlord and Landlord's agent as additional insureds and shall provide that they may not be canceled without ten days' prior written notice to Landlord. Landlord shall be furnished with a certificate evidencing issuance of such policy of liability insurance and such certificate shall recite that said policy may not be canceled without thirty (30) days prior written notice to Landlord. If Tenant shall fail

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to maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same at the expense of Tenant.

Landlord shall maintain in force during the term of this Lease a policy of insurance issued by a company authorized to engage in the insurance business against damage or destruction by fire and/or by perils covered by the standard form of extended coverage endorsements to fire insurance policies in the State of Alaska in effect at the time the policies are obtained.

Tenant shall be responsible for any increases in insurance premiums that may be increased due to Tenant's activities on the Premises; provided, however, that in the event of an increase referred to in the preceding sentence, Landlord and Tenant shall cooperate in good faith to find alternative insurance policies or programs that may provide suitable coverage.

10. WAIVER OF SUBROGATION. So long as their respective insurers so permit, each of Tenant and Landlord waives any and all rights of recovery against the other, or against the officers, employees, agent and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, for such loss or damages insured against under any insurance policy in force at the time of such loss or damage

11. CARE OF PREMISES. During the term of this Lease, Landlord shall repair and maintain the building structure, including the foundation and supporting walls, structural supports and exterior and support walls, roof and all utility systems up to the point of entry into the Premises, and the parking lot, in good condition and repair. Tenant shall, at all times throughout the term of the Lease, at its sole cost and expense, keep and maintain the Premises in a good, clean and sanitary condition and state of repair. Tenant shall be responsible for maintaining and repairing the exterior doors and entrances, the interior doors and all windows.

12. USE. Tenant shall conduct and carry on in the Premises, continuously during each and every business day of the term hereof, the business for which the Premises are leased.

13. LIENS AND INSOLVENCY. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant, then Landlord may cancel this Lease, at Landlord's option.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease nor sublet the whole or any part of the Premises to any person or entity, and any such assignment or subletting shall be void, unless Tenant obtains prior written permission from the Landlord for the assignment or subletting. As used herein, the term "Assignment" includes, without limitation, transfers to a subsidiary or affiliated entity, the restructuring of a limited partnership, transfers of interest by or between individual partners if Tenant is a partnership, transfers of stock by stockholders if Tenant is a corporation, and any assignment in connection with any corporate merger or consolidation. Notwithstanding the foregoing, or any other provision to the contrary in

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this Lease, "Assignment" shall not include any transfer of membership interest in Tenant in situations where the transfer of membership interest does not result in a change in the controlling interest of Tenant.

15. ACCESS. With prior reasonable notice, Tenant will allow Landlord or Landlord's agents, mutually agreed scheduled access to the Premises during business hours for the purpose of inspection or of making repairs, additions, or alterations to the Premises or any property owned by or under the control of Landlord as may be needed from time to time.
Landlord shall have the right to place and maintain "For Rent" signs in a conspicuous place on the Premises, other than exterior doors and windows, for sixty (60) days prior to the expiration of this Lease if Landlord and Tenant have not agreed to renew the Lease.

16. POSSESSION. Tenant agrees to accept the Premises in "as-is" condition and shall be responsible for all improvements.

17. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to Landlord and to Tenant at the addresses set forth below, or to such other respective addresses as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

The addresses are:

LANDLORD: **Pioneer Ventures, LLC**
200 West 34th Avenue
Suite 625
Anchorage, Alaska 99503

TENANT: **Broken Dirt, LLC.**
5001 Eagle Street
Suite B
Anchorage AK 99503

18. SIGNS. Any signs placed on the Premises shall be with the prior written approval of Landlord and shall be so placed upon the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises caused thereby, and if not so removed by Tenant, then Landlord may have same removed at Tenant's expense.

19. ALTERATIONS. Tenant shall not make any alterations, additions or improvements in the Premises, without having obtained the written consent of Landlord, and all alterations, additions and improvements which shall be made, shall be made at the sole cost and expense of Tenant and shall become the property of Landlord and shall remain in and be surrendered with the Premises as a part thereof at the termination of this Lease, without disturbance, molestation or injury. If Tenant shall perform work with the consent of Landlord as aforesaid, Tenant agrees to comply with all laws, ordinances, rules and regulations of the pertinent and authorized public authorities. Tenant further agrees to hold Landlord free and harmless from damage, loss or expense arising out of said work.

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20. DEFAULT AND RE-ENTRY. If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due or if Tenant shall violate or default in any of the covenants and agreements herein contained, then Landlord may cancel this Lease upon giving the notice required by law and re-enter the Premises; but, notwithstanding such re-entry by Landlord, the liability of Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and Tenant covenants and agrees to make good to Landlord any deficiency arising from a re-entry and re-letting of the Premises at a lesser rental than herein agreed to. Tenant shall pay such deficiency each month as the amount thereof is ascertained by Landlord.

21. COSTS AND ATTORNEY'S FEES. If by reason of any default on the part of Landlord or Tenant it becomes necessary for Landlord or Tenant to employ an attorney, or in case Landlord or Tenant shall bring suit to recover any rent due hereunder or for breach of any provision of this Lease or to recover possession of the Premises, or if Landlord or Tenant shall bring action for any relief against the other, declaratory or otherwise, arising out of this Lease, the party that prevails in such action shall be entitled to recover a reasonable attorney's fee and all costs and expenses expended or incurred by the prevailing party in connection with such default or action.

22. ACCEPTANCE OF PREMISES. Tenant hereby accepts the Leased Premises "as is" and in their present condition and accepts this lease subject thereto and all matters disclosed thereby and by any exhibits attached hereto.

23. NON-WAIVER OF BREACH. The failure of Landlord or Tenant to insist upon strict performance of any of the covenants and agreements of this Lease or to exercise any option herein conferred in any one or more instance shall not be construed to be a waiver or relinquishment of any such or any other covenants or agreements, but the same shall be and remain in full force and effect.

24. REMOVAL OF PROPERTY. In the event of any entry in or taking possession of the Premises as aforesaid, Landlord shall have the right, but not the obligation, to remove from the Premises all personal property located therein, including without limitation inventory, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof and the balance, if any, to be paid to Tenant.

25. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of either or both of the parties hereto.

26. HOLDING OVER. If Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the state in which the Premises are located. During such tenancy, Tenant agrees to pay Landlord rent equal to one hundred fifty percent (150%)

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of the rental amount as set forth herein, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable.

27. FIRE AND OTHER CASUALTY. In the event the Premises are damaged by fire, earthquake or other casualty to such an extent as to render the same untenantable in whole or in a substantial part thereof, it shall be optional with Landlord to rebuild or repair the same; and after the happening of any such contingency, Tenant shall give Landlord or Landlord's agents immediate written notice thereof. Landlord shall have not more than ninety (90) days after the date of such notification to notify Tenant in writing of Landlord's intentions to rebuild or repair the Premises, or the part so damaged as aforesaid, and if Landlord elects to rebuild or repair the Premises, Landlord shall prosecute the work of such rebuilding or repairing without unnecessary delay, and during such period the rent of the Premises shall be abated in the same ratio that that portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. If Landlord shall fail to give the notice aforesaid, Tenant shall have the right to declare this Lease terminated by written notice served upon Landlord or Landlord's agents. In the event the building in which the Premises hereby Leased are located shall be destroyed or damaged by fire, earthquake or other casualty (even though the Premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of Landlord it shall not be practicable to rebuild or repair, then it shall be optional with Landlord to terminate this Lease by written notice served on Tenant within ninety (90) days after such destruction or damage.

28. HAZARDOUS SUBSTANCE DISCLOSURE. Landlord and Tenant shall promptly disclose to the other, in writing, if Landlord or Tenant knows or has reasonable cause to believe that any toxic, dangerous or hazardous substance, as those terms are defined under federal, state, or local law, has come to be located in, on, about, over, or beneath the Premises. In addition, Tenant shall execute a written statement to Landlord no later than thirty (30) days after the end of each lease year describing in detail any and all toxic, dangerous, or hazardous substances, as those terms are defined under federal, state, or local law, which Tenant knows, or has reasonable cause to believe, have come to be located in, on, about, over, or beneath the Premises, or that there are no toxic, dangerous, or hazardous substances in, on, about, over, or beneath the Premises.

Tenant shall not generate, store, deposit, dispose of, or release hazardous materials in, on, under, over, or around the Premises without the prior written consent of Landlord. Tenant shall not incorporate lead, asbestos, or PCB's into any alterations, additions, or improvements in the Premises without the prior written consent of Landlord. In addition to any indemnification to which Landlord is entitled elsewhere under this Lease, which indemnification is not limited in any way by this subsection, Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any loss, damage, liability, cost, or expense, including reasonable attorney's fees and consultant's fees, and including, without limitation, (i) any claims of third parties for personal injury, property damage, or other harm; and (ii) any response costs and/or costs of remedial, restoration or cleanup actions suffered or incurred by Landlord arising out of or related to the presence of hazardous materials in, on, under, over, or around the Premises due to Tenant, or out of any such use of the Premises, or due to the incorporation of such materials by substances, materials, or wastes, including, but not limited to, any substance, material, or waste which is (I) petroleum; (ii) asbestos; (iii) polychlorinated

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biphenyls (PCB's); (iv) designated as "Dangerous Waste" or "Extremely Hazardous Waste" by the State of Alaska under authority of *Title 46, Alaska Statutes* and associated regulations; (v) designated as a "Hazardous Substance" pursuant to the *Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 6901, et. seq.*; (vii) designated as a "Hazardous Substance" under the *Clean Water Act, 33 U.S.C. Section 1321*, or listed pursuant to *33 U.S.C. Section 1317; (v999)* listed by the U.S. Department of Transportation at *49 C.F.R. Section 302*; and (ix) any other substance, waste or materials which is regulated as hazardous or dangerous by and federal, state, or local agency.

29. CONDEMNATION. It is understood and agreed that if the whole or any part of the Premises shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Landlord and those authorized to exercise such right (all of which shall hereafter be considered condemnation), then, upon the passing of title of the Premises or any part thereof to the condemner, this Lease, at the option of Landlord, shall become null and void and the term herein granted shall cease and terminate, anything herein to the contrary notwithstanding. If Landlord elects to continue the Lease after condemnation, then this Lease shall continue in full force and effect as to the remainder of such Premises, and all terms herein provided shall continue in effect except that the rent shall be reduced in proportion to the amount of the Premises condemned, and Landlord, at its cost and expense, shall make all necessary repairs and alterations to the Premises required by such taking in order to make the remaining portion thereof tenantable.

30. SURRENDER. Tenant agrees, on the last day of the term or earlier termination of this Lease, to surrender the Premises to Landlord in as good condition and repair as they are upon occupancy, except for the reasonable use, wear and tear thereof.

31. CAPTIONS AND CONSTRUCTION. The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

32. SALE OF PREMISES BY LANDLORD. In the event of any sale of the Premises, Landlord is freed from any and all obligations from this lease. New purchaser shall assume all obligations set forth under this lease as a condition to purchasing the building. This lease shall remain in full effect until lease expiration.

33. FORUM SELECTION. This Lease shall be construed in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Lease, the same shall be commenced in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, Alaska. Tenants agree specifically the venue and jurisdiction in that court are proper, and further agree to submit themselves to the jurisdiction of that court. Tenants shall not claim that said forum is an inconvenient forum.

34. ENTIRE AGREEMENT. This Lease sets forth the entire understanding and agreement of Landlord and Tenant with respect to the Premises and the Lease thereof, and all prior understandings or agreements are merged herein. This Lease may be amended or modified only in writing signed by both parties.

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35. BROKER'S COMMISSION. Landlord shall pay a leasing commission to Jack White Commercial Real Estate as agreed on a separate agreement.

36. RECORDING. Tenant shall not record this Lease without the prior written consent of Landlord. However, upon request of either party, both parties shall executive a memorandum or "short form" of this Lease for purposes of recordation in a form customarily used for such purposes. Said memorandum or short form of this Lease shall describe the parties, the Premises and the Lease term, and shall incorporate this Lease by reference.

37. LEASE, NOT OFFER. The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect thereto unless and until Landlord shall execute a copy of this Lease and deliver the same to Tenant.

38. LICENSEE RELATIONSHIPS. Landlord and Tenant acknowledge that Mark Ha is a Real Estate Licensee in the state of Alaska and has an ownership interest on the Premises.

39. EARLY TERMINATION. This Lease may be terminated by the Landlord due to specific events. Immediate and Early Termination events shall include Federal, state or local action resulting from the activities of the Tenant, Foreclosure or default actions from the financial institution that claim default of the mortgage terms due to Tenant's activities and/or non-compliance with state and local laws governing the Tenant's enterprise.

40. OTHER TERMS. Whenever the Landlord's consent, permission, approval or acquiescence of any type, is required under this Lease, Landlord shall not unreasonably withhold such consent, permission, approval, or acquiescence.

Exhibit "A" Attached.

Executed on the 17th day of February, 2016.

Landlord
Pioneer Ventures, LLC.

By:
Its: Manager

Executed on the 17th day of February, 2016.

Tenant
Broken Dirt, LLC.

By: Will Schneider

Its: Member

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Exhibit "A"

Legal Description

Interair Subdivision Blk 2, Lot 5G

Approximately 4500 sq. ft. on the East Section of building located at 5001 Eagle Street, Anchorage, Alaska

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