ASSIGNMENT OF LICENSED MARIJUANA FACILITY LEASE

This ASSIGNMENT OF LICENSED MARIJUANA FACILITY LEASE ("Assignment") is made and entered into this 24th day of September 2018, by and between BOULDER BUFFALO LLC, ("Landlord"), GREAT NORTHERN CANNABIS, INC. ("Tenant"), and GREAT NORTHERN RETAIL STORES, INC. (Assignee).

Recitals

WHEREAS, Landlord and Tenant entered into that certain Licensed Marijuana Facility Lease ("Lease") dated January 16, 2017, as amended by that certain Amendment to Licensed Marijuana Facility Lease dated July 7, 2018, for leasing real property commonly known as 521 W. 4th Avenue, Anchorage, Alaska 99501 ("Premises"), on a Lease term to expire on July 31, 2022;

WHEREAS, Tenant is in the process of transferring Retail Marijuana Store License #11966 to Assignee, a wholly-owned subsidiary company of Tenant, and Assignee wishes to continue to operate under said License at the Premises;

WHERAS, assignment of the Lease to Assignee will establish that Assignee has sole possession of the Premises, a condition of the license transfer process;

WHEREAS, Tenant is willing to assign their interest in the Lease to Assignee;

WHEREAS, Assignee desires to assume the remaining term of the existing Lease between Landlord and Tenant;

WHEREAS, Landlord is willing to accept and consent to the assignment of the Lease to Assignee, subject to the terms and provisions set out hereafter.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Assignment and Effective Date. The Lease is hereby assigned to Assignee effective as of the date the Alaska Marijuana Control Board approves the transfer of Retail Marijuana Store License #11966 to Assignee ("Assignment Effective Date").

2. Tenant's Acknowledgement. Tenant hereby agrees to the assignment of the Lease to Assignee and hereby relinquishes all rights, title, and interest to the leasehold estate and the Premises to Assignee as of the Assignment Effective Date and to remain responsible for the timely payment of all sums due and performance by the Tenant under the Lease through the Assignment Effective Date. Tenant acknowledges that consent by Landlord of the Assignment under the Lease does not in any way relinquish Landlord's right to collect sums due or enforce the provisions of the Lease against Tenant up to and through the Assignment Effective Date. Tenant agrees to defend, indemnify, and hold Assignee harmless from any obligations accruing under the Lease prior to the Assignment Effective Date. Tenant warrants that, as of the

RECEIVED
SEP 25 2018
ALCOHOL & MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Assignment Effective Date, the Lease will be current and no matter that could be declared a default shall exist.

3. Acceptance of Assignment. Assignee acknowledges that they have read and understand the Lease and all Amendments thereto, receipt of a copy of which is hereby acknowledged, and hereby covenants and agrees to faithfully fulfill and be bound by all obligations, provisions, and covenants of the Tenant in the Lease, and to the terms, conditions, provisions, and restrictions contained in the Lease as of the Assignment Effective Date. Assignee agrees to defend, indemnify, and hold Tenant harmless from any obligation accruing under the Lease from the Assignment Effective Date forward.

4. Landlord's Consent. Landlord hereby consents to this Assignment of Licensed Marijuana Facility Lease and acknowledges that Tenant shall be obligated to the Lease until the Assignment Effective Date. Landlord acknowledges that the Lease has not been modified except as provided herein and that the Lease is in full force and effect.

Signature Page Follows

RECEIVED
SEP 25 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

LANDLORD: BOULDER BUFFALO LLC

By: _____

Its: _____

TENANT: GREAT NORTHERN CANNABIS, INC.

By: Stephen W. Brashear

Its: CEO

ASSIGNEE: GREAT NORTHERN RETAIL STORES, INC.

By: Stephen W. Brashear

Its: president

RECEIVED
SEP 25 2019
ALCOHOL ... OFFICE
STATE OF ALASKA

AMENDMENT TO LICENSED MARIJUANA FACILITY LEASE

This AMENDMENT TO LICENSED MARIJUANA FACILITY LEASE ("Amendment") is made and entered into this 7th day of July 2018, by and between BOULDER BUFFALO, LLC, ("Lessor") and GREAT NORTHERN CANNABIS, INC. ("Lessee").

Recitals

WHEREAS, Lessor and Lessee entered into a Licensed Marijuana Facility Lease Agreement dated January 16, 2017, calling for the lease of real property commonly known as 521 W. 4th Avenue, Anchorage, Alaska 99501 ("Premises"), on a Lease term to expire on July 31, 2022; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Lessor acknowledges that, because the Premises is being utilized by Lessee as a retail marijuana store, applicable laws and regulations require that a Lessee representative be present to serve as an escort to Lessor and Lessor's agents during any entry, and that Lessor will comply with Lessee's visitor policies at all times when accessing the Premises. In the event of any circumstances under which Lessor seeks to enter the premises and Lessee cannot be reached or does not provide access, Lessor 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 by Lessee and any re-entry or re-possession of premises by Lessor, Lessor shall contact AMCO, or other relevant government authority, prior to any access of the Premises.

3. If Lessee abandons the Premises, is in default, or in the occurrence of any similar event causing Lessor to re-enter or take possession of the Premises, notwithstanding Lessor's right to remove personal property, Lessor shall not take into its possession or remove from the Premises any marijuana or marijuana product and shall contact AMCO, or other relevant government authority, for guidance.

Received by AMCO 7.12.18

LESSOR: BUFFALO BOULDER, LLC

By: Bret Mason

Its: Owner

LESSEE: GREAT NORTHERN CANNABIS, INC.

By: Jordan C. Hess

Its: Vice President

Received by AMCO 7.12.18

LICENSED MARIJUANA FACILITY LEASE

This LEASE (the "Lease") goes into effect the 16th day of January, 2017 ("Effective Date"), by and between Boulder Buffalo, LLC, an Alaska limited liability company ("Lessor"), whose address is 2751 DeBarr Road, Suite 300, Anchorage, AK 99508 and Great Northern Cannabis, Inc., an Alaska Corporation ("Lessee"), whose address is 2341 Cinnabar Loop, Anchorage, AK 99507.

RECITALS

WHEREAS, Lessee seeks to operate a licensed marijuana facility within the Municipality of Anchorage; and

WHEREAS, Lessee is aware that the cultivation, manufacturing, sale, and possession in general of marijuana remains federally unlawful despite the State of Alaska laws and regulations permitting such activities; and

WHEREAS, Lessee and Lessor recognize that Lessee's use of the property as a licensed marijuana facility subjects Lessor to increased risk and liability; and

WHEREAS, Lessor and Lessee agree that the use of the property as a marijuana facility or establishment requires strict compliance with state and local law and that any ambiguity in the terms of the Lease must be interpreted to comply with law and preserve the health and safety of neighboring Lessees and the public at large; and

WHEREAS, the federally unlawful nature of the commercial marijuana industry results in increased financial risks, which include but are not limited to the inability for Lessee to rely upon traditional security interest, which necessitates increased rents, security deposits, and interest charges.

NOW, THEREFORE, in consideration of the Recitals (which are incorporated into the Lease), the mutual covenants and conditions contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. PREMISES. Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the property described as follows: 541 W. 4th Ave., Anchorage, Alaska, 99501 (the "Premises" or the "Leased Premises.")

2. TERM. This Lease shall be for approximately sixty-six (66) months, and shall commence on January 16, 2017 and terminate the 31st day of July, 2022 (the "Initial Term"), unless earlier terminated as provided hereunder.

3. LEASE RENEWAL. The Lease may be renewed by Lessee with written notice provided at least three (3) months prior to the expiration of the Initial Term. Each renewal period will be in sixty (60) month increments. An increase in the amount of the

RECEIVED
JUN 21 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

monthly Base Rent equal to three (3) percent will be applied to the Base Rent for the the first year of the first renewal term. Base Rent will then continue to increase by three (3) percent over the prior year's Base Rent for each subsequent year of the first renewal term and for each subsequent year of each subsequent renewal term.

4. RENT. The Initial Term of this Lease shall include an abatement and reduced rent period. All NNN charges are still due during the abatement and reduced rent period. No rent shall be due until May 1, 2017. Beginning May 1, 2017 and continuing until July 31, 2017, Lessee shall pay Lessor rent in the amount of $3,000.00 per month, except that the Option Payment previously made by Lessor in the amount of $3,000 shall be applied to rent due on May 1, 2017. Beginning on August 1, 2017, and continuing on the first day of each calendar month thereafter, Lessee shall pay Lessor rent in the amount of $6,000.00 per month ("Base Rent"). Base Rent shall be paid at the address set forth in Section 7 of this Lease, or such other place as Lessor may designate in writing from time to time. All Base Rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. All Base Rent shall be paid in lawful currency of the United States of America. ~~The Base Rent for the last month of this Lease has been paid by Lessee to Lessor concurrently with the execution of this Lease as advance rental and the receipt of the same is hereby acknowledged by Lessor~~. (NOT paid) As described in Paragraph 3, Base Rent shall increase by three (3) percent over the prior year's rent during each year of each renewal term, if any. Leese agreed to pay last month's Lease as deposit (rent) 6,000.00

5. PERCENTAGE RENT. For the purposes of this section, "Gross Receipts" means the result of all monies or credits received for all sales of goods or services made upon the Leased Premises minus all sales taxes paid by Lessee. "Lease Month" means each calendar month during the term of the Lease, starting on the date Lessee begins retail sales of marijuana upon the leased premises. Percentage Rent is the result of 5% of Gross Receipts for each Lease Month. No later than 15 days after the end of the Lease Month, Lessee shall pay Lessor the Percentage Rent and provide either (1) copies of all monthly sales tax returns for the Lease Month or (2) a statement of all gross receipts for the Lease Month signed by both Lessee and Lessee's bookkeeper/accountant or a Director of Great Northern Cannabis, Inc.

Lessee shall maintain complete records of its gross receipts during the Lease Term. In order to verify any statement made pursuant to this subsection, Lessee shall allow Lessor to inspect during normal business hours all the records of Lessee's gross receipts, including any reports to any governmental agency. No more frequently than once per Lease Year, Lessor may retain an independent certified public accountant to conduct an audit of Lessee's business records. If such audit results in a deviation in the gross receipts amounts greater than 5% of Lessee's statements to Lessor, Lessee shall pay the cost of the audit, otherwise, Lessor shall pay the cost of the audit.

6. USE. It is understood and agreed between the parties that the Lessee intends to use the property herein leased to conduct the business of a retail marijuana store under Alaska state law. In the event Lessee intends to change the above-described purpose, Lessee shall obtain Lessor's written approval for any change in the use or purpose of the Premises.

RECEIVED
JUN 2 1 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

7. PAYMENTS. Lessee agrees to make all payments of Base Rent or any other payment owed to Lessor at BOULDER BUFFALO, 2751 DeBarr Road, Suite 300, Anchorage, AK 99508.

8. UTILITIES. This is a Triple Net Lease ("NNN"). The Lessee shall be responsible for all utilities including waste removal, and shall comply with all waste removal requirements under Alaska law, including but not limited to those contained in 3 AAC 306. Lessee shall provide its own security, janitorial services, heating/cooling, electric, water, and any other utility on the Premises.

9. ASSIGNMENT/SUBLEASE. Lessee may assign, transfer, or sublease an interest or right under this lease to another entity owned or operated by Great Northern Cannabis, Inc. Under no other circumstances shall Lessee assign, transfer, sublease, or in any other way dispose of an interest in or right under this Lease without the express written consent of Lessor, which shall not be unreasonably withheld.

10. ALTERATIONS. Lessee shall not alter, repair or decorate the Premises without written consent from Lessor. All alterations, repairs, and decorations must comply with federal, state, and local law and any conditions imposed by Lessor. Except as described in Section 11, below, Lessee shall bear the expense of all alterations, repairs and decoration.

11. COST OF ALTERATIONS. Lessee shall pay all tenant improvement costs. Alterations requested by Lessee shall be approved by Lessor, and such approval shall not be unreasonably withheld.

12. CONDUCT OF BUSINESS. Lessee shall comply with all state and local law and all federal laws, except federal laws inconsistent with Alaska Statute 17.38. Lessee shall submit to Lessor a copy of any license or permit application and any decision or order by a government entity regarding such application or permit. Lessee shall submit to Lessor a certified copy of its approved marijuana facility license prior to commencing operations on the Premises. Lessee further agrees that the Premises are not be used for cooking, bathing or any habitation.

13. MAINTENANCE AND REPAIR. Lessee shall at its own expense, maintain the Premises in a good state of repair at all times during the term of the Lease; this includes, but is not limited to: interior and exterior glass, fluorescent lighting (including ballasts), carpeting, painted surfaces, doors and locking mechanisms. Lessee shall keep the sidewalk abutting the Premises free and clean of obstructions including snow, slippery ice, debris and dust.

Lessor shall be responsible for maintenance and repairs of the roof, foundation, exterior walls and all common areas unless the damage is due to the negligence of Lessee, its agents, and employees or its operations and use of the Premises as a marijuana facility. ~~Lessor~~ Lessee shall keep the Premises parking area free from snow, debris and dust.

RECEIVED
JUN 21 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

14. SURRENDER OF PREMISES. At the expiration or sooner termination of this Lease, Lessee shall return the Premises to the Lessor in good and clean condition, reasonable wear and tear and damage by fire caused by Lessee or unavoidable casualty for which the Premises has insurance coverage excepted. If Lessee made alterations, additions or improvements, Lessee shall, at its own expense, remove all alterations, additions or improvements at the termination of the Lease, unless Lessor provides otherwise in writing. Lessee shall pay for or repair any damages to the Premises caused by such removal. Upon removal of trade fixtures, appliances and equipment that are not attached to the Premises, Lessee shall restore the Premises to the same condition it was in prior to the installation of such fixtures, appliances, and equipment. Any trade fixtures, appliances, equipment or other property not removed from the Premises by Lessee upon termination of the Lease shall be deemed abandoned by Lessee, provided that Lessee shall save and hold Lessor harmless from any liability, loss, cost, or damage arising from Lessee's failure to remove such items.

15. INDEMNIFICATION. All personal property on Premises owned or in the care or the control of Lessee shall be at the risk of Lessee. Lessor shall not be liable for any injury or death to any person or for any loss or damage to any property or for any other loss or damage on or about Premises from any cause whatsoever. Lessee assumes liability for and agrees to indemnify, save and hold Lessor harmless from any and all claims arising out of its use of the Premises, and any operations necessary or incidental thereto, including claims for damage, death or injury to any person, persons or property arising from any act or omission of, or the use, possession or occupancy of the Premises by Lessee, its officers, employees, agents, invitees, visitors or other persons. Lessee's obligation of indemnification shall extend to and encompass costs and all attorneys' fees associated with the defense of any such claim or action. Lessee's indemnification shall survive the termination of this Lease. Lessee's liability shall not be limited to the amount of insurance coverage available under any existing policies.

16. HOLDOVER. Lessee's holdover beyond the expiration of the Lease Term of Lease is prohibited. However, failure to vacate Premises at expiration of the Lease shall constitute a tenancy from month-to-month on the same terms and conditions set forth in this Lease, with month-to-month base rent equal to 125% of the base rent of the last year of the term

17. ENVIRONMENTAL REQUIRMENTS. In furtherance, and not in limitation, of the foregoing, Lessee:

A. Compliance. Must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders, including but not limited to those relating to health, safety, noise, environmental protection, waste disposal, Hazardous Substances, and water and air quality. "Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state or local law as (1) a "hazardous substance" pursuant to §101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 (14), or §311 of the Federal Water

RECEIVED
JUN 2 1 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Pollution Control Act, 33 U.S.C. §1321, each as now or hereafter amended; (2) a "hazardous waste" pursuant to §1004 or §3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §6903, 42 U.S.C. §691, as now or hereafter amended; (3) a "toxic pollutant" under §307(1)(a) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(1)(a); (4) a "hazardous air pollutant" under §112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (5) a "hazardous material" under the Hazardous Material Transportation Act, 49 U.S.C. §1802(2), as now, or hereafter amended; (6) toxic or hazardous substances pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (7) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now, or as may be passed or promulgated in the future. In the event any discharge, leakage, spillage, emission or pollution of any type occurs upon or from the Leased Premises during the Lease Term or any holdover thereafter, Lessee, at its own expense, must clean and restore the Leased Premises to the satisfaction of Lessor and any governmental body or court having jurisdiction of the matter.

B. Liability. Shall indemnify, hold harmless and defend Lessor against all liability, cost and expense (including, without limitation, any fines, penalties, clean-up costs, judgments, litigation costs and attorneys' fees) incurred by or levied against Lessor as a result of Lessee's breach of this section of the Lease, or as a result of any discharge, leakage, spillage, emission or pollution on or discharged from the Leased Premises, without regard to whether such liability, cost or expense arises during or after the Lease Term; provided, however, that Lessee shall not be required to indemnify Lessor under this section of the Lease if the parties agree or a court of competent jurisdiction determines that such liability, cost or expense is caused directly by Lessor or is attributable solely to events that occurred prior to Lessee taking possession of the Leased Premises. Lessee shall pay all amounts owed Lessor under this Lease within sixty (60) days after any such amount becomes due.

C. Notice. Shall immediately notify Lessor if Lessee becomes aware of (1) any Hazardous Substances or other environmental problem or liability with respect to the Leased Premises, or (2) any lien, action, or notice resulting from violation of any of the laws, regulations, ordinances, or other environmental laws.

18. DEFAULT. The occurrence of any of the following shall constitute a default by Lessee:

A. Failure to Pay Rent. The failure to make payment when due of any installment of the monthly base rent or of any other sum herein specified to be paid by Lessee, if such default shall not be cured within five (5) days after written notice has been given to Lessee, shall be a default.

B. Failure to Perform Covenants. The failure to observe or perform any of Lessee's covenants, agreements, or obligations hereunder, other than for the payment of rent, if any such default shall not be cured within ten (10) days after written notice has been given to Lessee, shall be a default.

RECEIVED
JUN 2 1 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

19. LESSOR'S REMEDIES ON DEFAULT. In the event of a default under Section 18, Lessor shall have the following remedies in addition to all other rights and remedies allowable by law or equity, to which Lessor, in its sole and absolute discretion, may resort cumulatively or in the alternative.

A. Recovery of Rent. Lessor shall be entitled, at Lessor's election, to each installment of rent or to any combination of installments for any period before termination, plus interest, and late charges.

B. Damages. Lessor shall be entitled at Lessor's election, to damages in an amount that would have fallen due as rent between the time of termination of this Lease and the time of the claim, judgment or other award, less the avails of all relettings and attornments, plus interest, late charges, and costs of collection, including attorneys' fees.

C. Termination. Upon default, Lessor may, at Lessor's election, terminate this Lease by giving Lessee notice to quit. On giving the notice to quit, all Lessee's rights in the Premises shall terminate. Within 10 days after receiving notice to quit, Lessee shall surrender and vacate the Premises and all improvements in broom-clean condition, and Lessor may re-enter and take possession of the Premises and all remaining improvements and eject all parties in possession or eject some and not others or eject none. Termination under this subsection shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously occurred or then occurring against Lessee.

D. Compensation for Repair. Lessor may, at Lessor's election, require Lessee to reimburse Lessor for all damages to the Leased Premises or the building due to Lessee's business, activities, or absence.

20. EARLY TERMINATION.

A. The proposed use of the Leased Premises is to operate as a State of Alaska- and Municipality of Anchorage-licensed marijuana establishment. In the event Lessee, despite best efforts, is unable to obtain a state license and local use permit approvals by September 1, 2017, Lessee shall, at Lessee's election, be released from the terms of the lease provided Lessee pays a termination charge of $12,000 and forfeits any rent already paid to Lessor as of the date Lessee determines it is unable to obtain state and local licenses and land use permit. Lessee shall then be released from the remainder of the lease term. Lessee shall vacate the Leased Premises within ten (10) days of such release.

B. In the event there are changes in state or federal law or policy that make the business of Lessee illegal under state law or otherwise not feasible to engage in, Lessee may, upon 30 days written notice to Lessor, terminate this lease provided that Lessee pays a termination charge of $44,000. Termination will be effective as of the last day of the calendar month following the end of the 30 day notice period. Termination charge will be in addition to all rent due.

RECEIVED
JUN 2 1 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

21. VACATION AND STORAGE. If Lessee shall fail to remove any of its property of any nature whatsoever from the Premises or the Building at the termination of this Lease or after notice to quit, or when Lessor has the right of reentry, Lessor may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee. Any marijuana, as defined by AS 17.38, left on the premises will be considered forfeited by Lessee, and Lessor, without liability for loss thereof or damage thereto, shall transfer the marijuana to local law enforcement authorities. If Lessee shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Lessor may, at its option, sell or permit to be sold any or all of such property at public or private sale, in such manner and at such times and places as Lessor in its sole discretion may deem proper, without notice to Lessee, and shall apply the proceeds of such sale as follows: first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of any other money which may then be or thereafter become due Lessor from Lessee under any terms of this Lease; and the balance, if any, to Lessee.

22. ANIMALS. Except as required by law, pets or animals shall not be permitted to enter the Premises.

23. FLOOR WEIGHT. Lessee shall comply with the weight requirements and structural limitations of the Premises.

24. TAXES AND ASSESSMENTS. This is a Triple Net Lease. Lessor shall notify Lessee regarding all tax obligations and Lessee shall pay all taxes and assessments on the Premises or Lessee's operations or use of the Premises or any goods, products, or services provided by Lessee, including real property taxes..

25. HAZARDOUS MATERIAL. Lessee agrees that neither Lessee nor any of Lessee's agents, employees, contractors, invitees, assignees, or sublesses shall cause any hazardous material to be brought on, kept, or used in, on, or about the Premises, or transported to or from the premises without the prior written consent of Lessor, which Lessor shall not unreasonably withhold so long as Lessee demonstrates to Lessor's satisfaction that the hazardous material: (a) is necessary or useful to Lessee's business; (b) would be used, kept, stored, and disposed of in a manner that fully complies with all laws, rules, statutes, ordinances, orders, requirements, or policies of any governmental agency or authority or any fire insurance underwriters applicable to any such hazardous material; and (c) would not substantially increase the risk of fire or other casualty to the Premises.

Lessee agrees that for any hazardous material, for which written permission has been received from Lessor, the Lessee, Lessee's agents, employees, contractors, invitees, assignees, or sublesses shall cause any such hazardous material to be kept, used, or present in, on or about the Premises in full compliance with any and all statues,

RECEIVED
JUN 2 1 2018
ALCOHOL MARIJUANA CONTROL OFF
STATE OF ALASKA

rules and regulations of any local or Alaskan or federal governmental agency relating thereto.

Lessee agrees that should the presence of any hazardous material in or on the Premises caused by Lessee or any of Lessee's agents, employees, contractors, invitees, assignees, or sublessees result in any discharge or release of hazardous material from, in or on the Premises, soil, surrounding land, surface waters and surrounding surface waters, subsurface waters and surrounding subsurface waters, then Lessee shall promptly take all action, at is sole expense, as necessary or appropriate to immediately abate, contain and clean up any such discharges or releases; to return the Premises and any affected soil and or water to the condition existing before that discharge or release; and to promptly notify the Lessor.

However, prior to taking any such remedial action, beyond the immediate and necessary abatement, containment, and initial cleanup efforts, Lessee shall first obtain Lessor's prior approval, including, without limitation, approval of any contractors Lessee proposes to hire to perform such remedial work, which approval Lessor shall not unreasonably withhold, so long as Lessee demonstrates to Lessor's satisfaction that the remedial action would not have any significant adverse long-term or short-term effect on the Premises.

Lessee agrees that any site investigations, cleanup, repair, removal, or detoxification work action of any discharge or release of any hazardous material will be accomplished in compliance with any and all statutes, rules and regulations of any local or Alaskan or federal governmental agency relating thereto.

26. KEYS. In the event that Lessee finds themselves locked out of the Leased Premises and requests that Lessor respond and unlock a door, Lessee then agrees to pay $25.00 for the first such request, $50.00 for the 2nd such request and $75.00 for any such subsequent requests. Lessee also agrees that Lessor is under no obligation to respond to any such requests and may in fact refuse to respond until such time as it is reasonably convenient for the Lessor to do so.

Lessee also agrees that Lessor may refuse to unlock a door if unsatisfied as to the relationship claimed to the Lessee by the individual requesting such service. Lessee also agrees to indemnify and save and hold Lessor harmless from and against any and all claims, actions, damages, liability and expense resulting from Lessor's good faith response to any request to unlock a door to the Leased Premises by any individual claiming to be an agent, employee or representative of the Lessee.

Additional Keys may be requested at a cost of $25.00 for each such request (limit of 5 keys per request). Lessee agrees that such requests may be responded to at the convenience of Lessor.

27. AMENDMENTS. All amendments to this Lease shall be in writing and subscribed to by the parties hereto.

RECEIVED
JUN 2 1 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

28. INSURANCE. Lessee agrees to carry General Liability insurance on the Premises for the term of the Lease, in an aggregate sum of at least $1,000,000.00. Lessee further agrees to name Boulder Buffalo, LLC as additional insured with respect to the Lease.

29. STATE AND FEDERAL MARIJUANA LAW.

A. Amendments to the Lease. The parties agree to make any amendments to the Lease that are reasonably necessary to avoid failing to satisfy the requirements of state or federal guidelines regarding marijuana enforcement, as those guidelines and laws may be amended from time to time.

B. Violation of Federal Law, State Law, or Local Law. Lessee shall promptly notify Lessor of any allegation or determination by a federal, state, or local agency or official that Lessee has violated federal, state or local law.

C. Search or Notice to Search Leased Premises. Any court, agency, or authorized entity search of Premises by enforcement officials requires prompt notification to Lessor and may require immediate vacation of Premises.

D. Issuance of Cease and Desist Notice. Any communication or letter from a local, state, or federal agency requesting or requiring the Lessee or Lessor to cease or desist a particular action relating to Leased Premises requires prompt notification to Lessor.

30. GENERAL.

A. Lessee agrees to do no act and permit no act to be done that will cause any lien to be placed against the Premises or any other property owned by Lessor.

B. Lessor and its employees and agents shall be allowed entry by Lessee at any time to inspect the Premises or post any notifications required or permitted by law.

31. GOVERNING LAW. This Lease shall be governed and construed by the laws of the State of Alaska.

32. MECHANIC'S LIEN. Neither the Lessor nor anyone claiming through the Lessor shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitute notice that such liens are invalid. Further, Lessor 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 necessary in order to keep the premises free of all liens resulting from construction done by or for the Lessor.

33. ACCESS BY LESSOR TO PREMISES. Subject to Lessee's consent (which shall not be unreasonably withheld), Lessor shall have the right to enter the

RECEIVED
JUN 2 1 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, Lessees or workers. However, Lessor does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Lessor may enter the Premises without Lessee's consent. During the last three months of this Lease, or any extension of this Lease, Lessor shall be allowed to display the usual "To Let" signs and show the Premises to prospective Lessees. Lessor acknowledges that, because the Premises is being utilized by Lessee in connection with a retail marijuana business, applicable laws require that a Lessee representative be present to serve as an escort to Lessor and Lessor's agents during any entry.

34. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Lease through negotiations amongst the parties. If the matter is not resolved by negotiation, any dispute, claim or controversy between Lessor and Lessee arising out of or relating to this Lease shall be submitted to arbitration with the American Arbitration Association pursuant to the Commercial Arbitration Rules, with proceedings to be conducted in Anchorage, Alaska before a single arbitrator agreed to by the Parties. The decision rendered by the arbitrator shall be binding. Judgment upon the decision of the arbitrator may be entered into any court having jurisdiction thereof. Each party shall pay the expenses of the American Arbitration Association and the arbitrator equally. The arbitrator may, as part of the arbitration award, permit the substantially prevailing Party to recover all or part of its attorneys' fees and other costs incurred in connection with such arbitration.

The Parties will maintain confidentiality regarding any and all arbitration proceedings, both during and after the arbitration proceedings. The parties will not disclose to any person or entity the amount, range, terms, conditions, or the substance of the arbitration. The Parties may, however, respond to any inquiry by stating that the dispute has been resolved to their mutual satisfaction. Notwithstanding the foregoing, the Parties may disclose the matters subject to this confidentiality provision if compelled by court order, subpoena, or other legal requirement. Further, notwithstanding the foregoing, the Parties may discuss the matters subject to this confidentiality provision with their attorneys, accountants, financial advisors, tax preparers, and other persons who are subject to an independent duty to maintain the confidentiality of such information.

35. CONSTRUCTION OF AGREEMENT. The rule of construction that an instrument shall be construed more strictly against the party who drafted the same shall not apply to this Lease since both parties have had legal counsel available or have had the opportunity to seek independent advice and Lessee's activities require the provisions of this Lease to be interpreted in favor of Lessor.

36. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties as of this date, and supersedes all prior written or oral agreements regarding this subject matter.

RECEIVED
JUN 2 1 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

EACH AND EVERY CLAUSE AND CONDITION HEREIN CONTAINED SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS, ADMINISTRATORS AND SUCCESSORS OF ALL THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LESSOR: **BOULDER BUFFALO, LLC**

By: _____
Its: Manager for Boulder Buffalo, LLC

LESSEE: **GREAT NORTHERN CANNABIS, INC.**

By: Stephen W. Brasher
Its: president & CEO

RECEIVED
JUN 21 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA