COMMERCIAL LEASE AGREEMENT

AGREEMENT made this 1st day of December, 2017, by and between **DENLOW LAND TRUST 12749** of PO Box 871468, Wasilla, AK 99687, ("Lessor"), and **KINE CO. LLC** of 189 E NELSON AVE., #214, Wasilla, AK 99654, ("Lessee").

WITNESSETH

WHEREAS, Lessor is the owner of the following real property known as:

> Lot 2, Block 3, Denlow Business Park, according to the official plat thereof filed under Plat No. 77-21, located in the **Palmer** Recording District, Third Judicial District, State of Alaska and all improvements.
> With a property address of: **12749 W Westen Dr. Houston, AK.**,

NOW, THEREFORE, for good, valuable and sufficient consideration received and to be received, the parties have agreed and HEREBY AGREE, as follows:

1. Recitals. All of the foregoing recitals are hereby incorporated into this Agreement by reference, and this Agreement shall be construed in light thereof.

2. Leasehold Premises. Lessor hereby leases and lets to Lessee and Lessee leases and takes from Lessor **12749 W Westen Dr. Houston, AK.**

3. Lease Term. The term of this Lease ("Lease Term") shall be for Four (4) years, commencing **December 1, 2017** and ending at 5:00 p.m. **December 31, 2021**, unless sooner terminated for good cause by Lessor pursuant to the terms and conditions of this Agreement. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered.

4. Rental Payments.

4.1 Amount. Lessee shall pay to Lessor's agent, **Tun Bay, Inc.**, designee, and/or assigns a rental payment of **$250.00** for the **months of December, 2017 through and including July, 2018 and the rent will increase beginning August 1, 2018 to and including December 31, 2021 the rental payment will be $2,500.00 per month** (prorated on a thirty (30) day per month basis for any rental period of less than a full month) in advance **on or before the first (1st) day of each month** during the Lease Term. Failure to pay rent when due, may result in the Lessor taking immediate legal action to evict the Lessee from the premises and apply the security deposit to costs. Lessor further agrees to **pay a late charge of 10%** each time the rent is not received by the Lessor prior to 5:00 P.M on the date due, regardless of the cause, including dishonored checks, time being of the essence. There will be a service charge of $75.00 or 5% of the amount of the check; whichever is greater for all dishonored checks. The initial payment of rent and deposits under this agreement must be made in cash, or cashier's check drawn on a local financial institution. Thereafter, monthly rent payment may

 Lessor ____ Lessee ____ Lessee ____

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be paid by check until the first check is dishonored and returned unpaid. Regardless of cause, no other additional payments may afterwards be made by check. Checks returned may not be redeposited at the option of the Lessor. The Lessee will be notified by notice, and will be required to pay the amount due, including any bad check charge, in cash. The monthly rental amount may be adjusted periodically to compensate for an increase in the inflation rate, if any.

4.2 Delivery of Rents. Rent may be mailed through the U.S. mail at Lessee's risk to **c/o 189 E NELSON AVE., #123, Wasilla, AK 99654.** Any rents lost in the mail will be treated as if unpaid until received by Lessor. When rental payments are mailed, the date of receipt by Lessor will govern, not the postmarks date.

5. Appliances. The above rental payment specifically EXCLUDES all appliances not permanently affixed. Appliances located at or in the property are there solely as a courtesy to Lessee and Lessor assumes no responsibility for their operation. In the event they fail to function after occupancy has commenced, the Lessee may make arrangements with the Lessor to have them repaired at no cost to Lessor or Lessee may request Lessor to remove them.

6. Security Deposit. Lessee agrees to pay a deposit in the amount of **$0.00.** Security Deposit is waived for finalizing all repairs to Landlord's approval.

7. Use of the Premises. The premises are to be used solely for Lessee's **cultivation and nursery business**. Lessee shall not use any portion of the premises for purposes other than those specified hereinabove, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property or cause cancellation of insurance policies covering said property. Lessee shall not conduct or permit any sale by auction on the premises. Lessee shall comply with all local, state and federal laws, statutes, ordinances, rules and regulations, applicable to the Property and Buildings, regardless of whether they are of legislative, administrative, or judicial origin. The commencement or pendency of any city, state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach by Lessee hereof. Lessee is required to purchase, maintain and have present at all times a thirteen (13)1b. ABC Halon type fire extinguisher present beside the cooking range in the Kitchen area and a minimum of two (2) other fire extinguishers of the nine (9)lb. ABC Halon type.

8. Use of Parking Space on the Property. Lessee shall have the right to use the area of Lot 2, Block 3, Denlow Business Park, according to the official plat thereof filed under Plat No. 77-21, located in the **Palmer** Recording District, Third Judicial District, State of Alaska.

9. Acceptance of Property. Lessee accepts the condition of the property, waiving inspection of same by Lessor, and repair of defects, if any. Lessee further agrees to indemnify Lessor against any loss or liability arising out of Lessee's use of the property, including Lessee's invitees, employees and the Public.

Lessor ____ Lessee ____ Lessee ____

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10. Maintenance. Lessee agrees not to permit any deterioration of the premises during the period of this agreement. This includes woodwork, floors, floor coverings, walls, furnishings and fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Lessee acknowledges specific responsibility for replacing burnt out light bulbs and/or cleaning filters on heating units. Any damages caused to units because of not changing and cleaning filters will be paid entirely by the Lessee. Lessee will clean carpets as required. Tacks, nails, or other hangers nailed or screwed into the walls or ceilings will be removed and holes patched and repainted at the termination of this agreement. Damage caused by rain, hail or wind as a result of leaving windows or doors open, or damage caused by overflow of water, or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping, whether caused by abuse or neglect is the responsibility of the Lessee. Lessee agrees to provide pest control in the event it is needed. If Lessor is required to make any repairs to the Building that are caused by negligent or intentional acts or omissions of Lessee or any of Lessee's representatives, agents, employees, licensees, or invitees, Lessor may charge the reasonable cost of such repairs that is not covered by insurance to Lessee as additional sums due hereunder in its entirety with the next monthly rental payment. Lessee shall, at its expense, maintain and repair all of its personal properties, fixtures, furniture and equipment located on the Leasehold Premises.

11. Cleaning. Lessee accepts premises in its current state of cleanliness, and agrees to return it in a like condition.

12. Repairs. In the event repairs are needed beyond the competence of the Lessee, Lessee is urged to arrange for professional assistance. Lessee is responsible for all repairs required excepting ordinary wear and tear. In the event Lessor is contacted, except in emergencies, for repairs, Lessee shall be charged **$200.00** for each maintenance call, which sums will be added to the next month's rent due. Lessor shall determine if any particular call is an emergency at Lessor's sole discretion.

13. Worker's Warranty. All parties to this agreement warrant that any work or repairs performed by the Lessee will be undertaken only if Lessee is competent and qualified to perform it, and the person performing the work will be totally responsible for all activities to assure they are done in a safe manner, which will meet all applicable statutes. Lessee further warrants that it will be accountable for any mishaps or accidents resulting from such work, and that it will hold the Lessor free from harm, litigation or claims of any other person. Lessor must approve the scope of all work in advance if repairs exceed $200.00.

14. Waste/Abuse. Lessee shall neither commit nor suffer waste on, or abuse of the Leasehold Premises. Upon the expiration or sooner termination of this Agreement, Lessee shall quit and peacefully surrender the Leasehold Premises to Lessor in a condition as least as good as existed at the commencement of the Lease Term. If abnormal wear and tear or abuse or waste of the Leasehold Premises is found, Lessee shall, at its expense and upon demand by Lessor, immediately eliminate such abnormal wear and tear or abuse or waste and restore the Leasehold Premises to their condition at the commencement of

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the Lease Term. If Lessee fails to perform under this paragraph, Lessor may undertake repairs and obtain reimbursement from Lessee.

15. Taxes. Lessee shall be responsible for and promptly pay when due all personal property taxes and assessments levied against Lessee's personal properties, fixtures, furniture and equipment located on the Leasehold Premises. In the event there is any increase during any year of the term of this lease or renewal thereof in the City, Borough, or State taxes of any nature over and above the amount of such taxes assessed for the tax year prior to which the term of this lease commences, Lessee shall pay to Lessor, upon presentation of paid tax bills, an amount equal to the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year. Upon negotiation, the increase in taxes may be paid in monthly installments computed as an increase in rents.

16. Utilities. **Lessee shall pay for all** utilities, water, sewer, electricity, lighting, air-conditioning, heating, janitorial service (including window cleaning), snow removal and garbage removal. Lessee shall pay for all telephone services and equipment it may require in the Leasehold Premises. Lessee specifically authorizes Lessor to deduct amounts of unpaid bills from its deposit in the event they remain unpaid after the termination of this agreement.

17. Improvements. Alterations and Trade Fixtures. Lessor's prior written approval must be obtained before Lessee may make alterations or improvements, including signage to the Leasehold Premises. Any and all such additional improvements, signage, or alterations to the Leasehold Premises made by Lessee shall be paid for and be the sole responsibility of Lessee.

18. Liens and Encumbrances. Lessee shall keep the Leasehold Premises free and clear of all liens and title encumbrances, including, without limitation, mechanic's and materialmen's liens, mortgages and deeds of trust arising out of its use, improvements, additions, alterations, or possession of the Leasehold Premises. Lessor may, at any time, post upon the premises such notice of non-responsibility and completion for labor, materials or equipment furnished to the Leasehold Premises as it may deem fit.

19. Ownership. Possession and Use of Permanent Improvements or Alterations. All permanent alterations or improvements to the Leasehold Premises shall immediately become and remain the property of Lessor, subject to Lessee's right of possession and use during the Lease Term, and shall remain in and on the Leasehold Premises at the end *of* the Lease Term or sooner termination of this Agreement; provided, however, that Lessor shall have the option at the end of the Lease Term or sooner termination of this Agreement to require Lessee to promptly restore the Leasehold Premises to their condition as of the commencement of the Lease Term, at Lessee's expense.

20. Notice. Prior to commencing any improvements or alterations to the

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Leasehold Premises, Lessee must obtain from Lessor and duly post and pay to record an appropriate notice of Lessor's nonresponsibility for such improvements and alterations, pursuant to AS 34.35.065. Lessee shall, upon the completion of any improvements or alterations to the Leasehold Premises, promptly provided to Lessor and pay for an appropriate notice of completion in respect to all such improvements and alterations, pursuant to AS 34.35.071.

21. Indemnification. Lessee shall defend, indemnify and save Lessor harmless from and against any and all claims, causes of action, suits, actions, proceedings, damages, losses, deaths, liabilities, judgments, awards, costs, expenses, interest and fees, including, without limitation, actual legal costs and attorneys fees, suffered or incurred by Lessor as a result of any act or omission by Lessee or its representatives, agents, servants, employees, customers, invitees, licensees, contractors or subcontractors in, on or about the Leasehold Premises.

22. Insurance.

22.1 Liability Insurance. Lessee shall obtain, maintain and keep, at its expense, throughout the Lease Term, policies providing plate glass and broad form, comprehensive, public liability insurance coverage, including bodily injury and property damage, with contractual liability coverage for all risks assumed under this Agreement, issued by a responsible insurance company licensed to do business within the State of Alaska. Such policies shall name Lessor, its agents, servants, representatives, employees, partners, shareholders, officers and directors as additional insured's and loss payees. Such insurance shall provide coverage with such single limits, as Lessor may deem appropriate from time to time, beginning at $1,000,000.00 per each single occurrence. Proof of insurance is required upon execution hereof. (See schedule "A" attached and by this reference made an integral part hereof.)

22.2 Casualty Insurance. Lessee shall obtain, maintain and keep, at its expense, throughout the Lease Term, policies of insurance providing all-risks physical damage insurance coverage on its furniture, equipment, fixtures and personal properties located in, on or about the Leasehold Premises. Such insurance shall be issued by a responsible insurance company licensed to do business within the State of Alaska, name Lessor and Lessee as co-insured as their interests may appear, and provide coverage in an amount at least equal to the full replacement cost of the furniture, equipment, fixtures and personal properties located in, on or about the Leasehold Premises. If Lessee should elect to self-insure its furniture, equipment, and personal property Lessee acknowledges Lessor shall not be held responsible for any loss that Lessee may suffer as a result of not insuring its furniture, equipment, or personal property.

22.3 General. Lessee shall provide Lessor with complete copies of all required insurance policies, including in each instance an endorsement providing that such insurance coverage shall not be cancelled or reduced upon less than thirty (30) days prior written notice to Lessor.

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23. Damage or Destruction of Building. In the event of damage to any area of the Building that Lessee has a right to occupy or use, by fire, earthquake, or other act of God, Lessor shall have the option to forthwith repair such damages, if such repairs can, with ordinary efforts (not including overtime) be made within ninety (90) days after such damages occur. Provided that such damage is not caused by Lessee's willful or negligent act or omission, there shall be a proportional abatement of Lessee's rental obligations based upon the extent which Lessee's normal use of the Building is curtailed or interfered with during the period when such repairs are being made. In the event that the Building is destroyed or such repairs cannot, with ordinary efforts, be made within ninety (90) days after such damages occur, Lessor and Lessee shall each have the option to terminate this Lease.

24. Condemnation. If any part of the Building that Lessee has a right to use or occupy should be taken under power of eminent domain, or by purchase in lieu thereof, whether by a public or quasi-public entity, this Agreement shall, at the time of such condemnation, or, at the option of the Lessor, at the time of the taking, terminate; and the rent for the calendar month in which the Lease Term so ends shall be prorated between Lessee and Lessor. Otherwise, this Agreement shall continue in effect with no reduction in rent. In either case, all compensation for the taking shall belong exclusively to Lessor, irrespective of whether such compensation is awarded for the decrease in the value or the taking of the leasehold estate or the reversionary fee interest.

25. Abandonment. Lessee shall not vacate or abandon the premises at any time during the term hereof, and if Lessee shall abandon or vacate the premise, or be dispossessed by process of law, or otherwise, Lessor is granted the right hereunder to take immediate possession thereof and to exclude Lessee therefrom; any personal property belonging to Lessee left upon the premises shall be deemed to be abandoned at the option of the Lessor and placed into storage at Lessee's expense or seized with the proceeds applied to the amounts due hereunder, at the option of the Lessor.

26. Personal Property. No rights of storage are given by this agreement. The owner shall not be liable for any loss of personal property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased/rented property resulting from electrical failure, water, rain, windstorm, snow or any act of God, or negligence of Lessor, or Lessor's agents, contractors, or employees. Lessee hereby covenants and agrees to make no claim for any such damages or loss against Lessor, but to purchase needed insurance, or to provide self-insurance in adequate amount to offset any risk.

27. Removal of Property. Lessee agrees not to remove or alter in any way the Lessor's property without specific written permission from the Lessor. Any removal or alteration of Lessor's property without permission shall constitute abandonment and surrender of the premises, and termination by the Lessee of this agreement. Lessor may take immediate possession and exclude Lessee from the property, storing all Lessee's possessions at Lessee's expense pending reimbursement in full for Lessor's loss and damages.

28. Default. In the event that Lessee should default in the performance of any material covenant, term or condition of this Agreement, including, but not limited to, the

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timely payment of rent, Lessor may, at its option after ten (10) days mailed notice, reenter the Leasehold Premises and attempt to relet the Leasehold Premises on such terms and conditions as it may deem appropriate under the circumstances. Landlord 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 Tenant cannot be reached, abandons the property, or similar event. Lessee shall remain liable for all rent due hereunder and all direct and indirect expenses, fees and damages incurred and suffered by Lessor as a result of the default and attempted reletting. In the event that Lessor is successful in reletting the Leasehold Premises, Lessee shall still remain liable for the rent due hereunder and all direct and indirect expenses, fees and damages suffered and incurred by Lessor as a proximate result of the default and reletting. Claims and suits may be brought by Lessor against Lessee from time to time to collect amounts due Lessor under this Lease as such amounts accumulate, or after the end of the Lease Term, as Lessor may choose in its sole and absolute discretion. Lessee may be given a credit against rent due for rents received from a new Lessee up to the amount due for rents from Lessee. Lessor shall not be required to pay Lessee any amount by which the rentals for the reletting exceed the amounts Lessee is required to pay Lessor under this Agreement. Lessee agrees to pay all court costs and Attorney's fees incurred by the Lessor in enforcing legal action or any of the Lessor's other rights under this default paragraph or any law of default of the State of Alaska. In the event Lessee cures any default prior to court action by Lessor or prevails in court, than each party shall pay its own legal fees and costs, if any. In the event any portion of this agreement shall be found to be unsupportable under the law, the remaining provision shall continue to be valid and subject to enforcement in the courts without exception. The acceptance by the Lessor of partial payments of rent due shall not under any circumstance, constitute a waiver of the Lessor, nor affect any notice of eviction proceedings theretofore given or commenced.

29. Lessor, Agents, Access and Inspections. The Lessor may be represented by an agent who will carry identification. Lessee specifically agrees to permit the Lessor or agents access to the premises for the purposes of inspection, repairs, or to show the property to another person at reasonable hours, on request. During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with the Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant 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. Lessor or its agents shall have the right to inspect and/or repair the Leasehold Premises during such reasonable times as may be mutually arranged between the parties, unless, in Lessor's sole discretion, there is an emergency, in which event Lessor or its agents may enter the Premises at any time to secure or repair the same.

30. Specific Occurrences Constituting Default. A material default under the terms of this Agreement shall include, without limitation: (a) any failure by Lessee to fully, faithfully and timely pay all or any part of the rental payments due under this Agreement;
(b) any failure by Lessee to fully, faithfully and timely perform any other material duties or obligations under this Agreement; (c) any failure to procure or maintain the insurance coverage required under this Agreement; (d) any repudiation by Lessee of any of its material duties or obligations under this Agreement; and (e) in the event a receiver is

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appointed to take over the business of Lessee, or in the event Lessee makes a general assignment for the benefit of creditors, or Lessee takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this lease by Lessee.

31. Quiet Enjoyment. Lessee shall quietly enjoy the use of the Leasehold Premises during the Lease Term.

32. Estoppel Certificate: (a) Lessee shall at any time upon not less than ten (10) days' prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (1) certifying that this lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Premises. (b) At Lessor's option, Lessee's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Lessee (1) that this lease is in full force and effect, without modification except as may be represented by Lessor, (2) that there are no uncured defaults in Lessor's performance, and (3) that not more that one month's rent have been paid in advance or such failure may be considered by Lessor as a default by Lessee under this Lease, (c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee hereby agrees to deliver to any lender or purchaser designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or purchaser. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth. Lessee agrees, upon request by Lessor, to subordinate this lease to any new financing that Lessor or its assigns may place upon the property.

33. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew this lease agreement in three (3) year increments under the same terms and conditions of the initial lease, commencing at the expiration of the original Lease Term, with a new rental amount of not less than the highest rental amount for the prior term, or the Lessee may have the right of first refusal for an amount equal to a bonafide offer submitted by a new Lessee, if such amount is more than the last monthly rent charge or a new rental amount as the parties may agree upon at the time of exercising of the option, provided, however, that Lessee shall give Lessor, written notice of its intention to exercise its option ninety (90) days prior to the termination of this lease agreement. If Lessee fails to give notice this option expires and Lessor, its agents and potential new Lessee's may place any usual "To Let" or "For Lease" signs on the property and may enter onto the property to inspect and show and relet the premises in the ninety (90) days prior to termination of this agreement.

34. Holding Over. In the event that Lessee remains in possession of the Leasehold Premises after the expiration of the Lease Term with Lessor's permission, Lessee shall be deemed to be occupying the Leasehold Premises as a month-to-month tenant, subject to all of the terms and conditions of this Agreement and the law, insofar as they may be

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applicable to a month-to-month tenant. If Lessee holds over, the monthly rental amount shall be the amount last charged to Lessee prior to the holdover and rents may be increased by Lessor with fifteen (15) days notice of the rent increase.

35. Return of Deposit. Return of deposits is subject to the following:

35.1 The full term of this agreement has been completed.

35.2 Formal written notice of termination of lease and no exercising of option has been given Ninety (90) days prior to the termination of this lease.

35.3 No damage or deterioration to the premises, building(s), or ground has occurred.

35.4 The entire dwelling and office space, appliances, closets and cupboards, are clean and free of insects, the refrigerator is defrosted, and all debris and rubbish have been removed from the property; the carpets are cleaned and left odorless.

35.5 Any and all unpaid charges, late charges, delinquent rents, utility charges, etc. have been paid in full.

35.6 All keys have been returned, including keys to any new locks installed while Lessee was in possession.

35.7 A forwarding address has been left with the Lessor. Thirty days after termination of occupancy, the Lessor will send the balance of the deposit, if any, to the address provided by the Lessee, payable to the signatories hereto, or Lessor will impose a claim on the deposit and so notify the Lessee. If such claim is not made, the Lessor relinquishes its right to make any further claim on the deposit and will return it to the Lessee provided Lessee has given the Owner notice of intent to vacate, abandon, and terminate this agreement after its expiration, without exercising its option to renew. If Lessee exercises its option to renew the deposit will continue to be held, but may be increased if Lessor feels it is necessary to protect its property. If deposit was paid by performing repairs and/or improvements, there shall be no balance due Lessee.

36. Defects in Premises. Under the terms of this lease agreement, Lessee agrees it has inspected the premises prior to taking possession of the premises. Lessee agrees that the property is functioning in a satisfactory manner in all respects and there are no defects of note in the property to report to Lessor. Neither Lessor nor Lessee shall be liable for any unknown latent physical defect, deterioration or change in the condition of the Leasehold Premises. Nor shall Lessor be liable for any damages to or losses of property or any injury to or death of any person suffered in, on or about the Leasehold Premises which is caused by (a) any malfunction or breakage of the mechanical, plumbing or electrical systems or appliances of the Building, (b) the structure of the Building, or (c) the presence of any water, snow, fire, smoke, steam, ice, gas or electricity in, on or about the Leasehold Premises, unless the same is caused by the intentional misconduct of Lessor.

37. General Provision.

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37.1 Time of Performance. Time is of the essence of this Agreement. It is the express intention of all of the parties to this Agreement that no extensions or grace periods beyond the deadlines set forth in this Agreement shall be provided, because all intended extension and grace periods have been taken into consideration in establishing such deadlines.

37.2 Parties Bound and Benefited. The covenants, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the heirs, devisees, administrators, executors, representatives, assigns, beneficiaries and successors in interest of the respective parties hereto.

37.3 Lessor's Statements. All rights given to the Lessor by this agreement shall be cumulative in addition to any other laws that might exist or come into being. Any exercise, or failure to exercise, by the Lessor of any right shall not act as a waiver of any other rights. No statement or promise of Lessor or its agent as to tenancy, repairs, alternations, or other terms and conditions shall be binding unless specified in writing and specifically endorsed.

37.4 Lessor's Liability. In the event of any transfer of Lessor's title, the Lessor (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Lessor's obligations to be performed after such transfer. Provided, however, that any deposits of the Lessee in the hands of Lessor or Grantor at the time of such transfer shall be delivered to Grantee. Lessor's aforesaid obligations shall be binding upon Lessor's successors and assigns only during their respective periods of ownership.

37.5 Amendment/Novation. No amendments, deletions or additions or other forms of amendment or novation to or of this Agreement shall be effective unless they are completely and unambiguously contained in a writing executed by all of the parties to this Agreement.

37.6 Marginal Titles and Headings. The marginal titles, subtitles, headings and subheadings of the paragraphs, subparagraphs, sections and subsections herein are intended to be for reference and for the sake of convenience only and shall not be construed to narrow or broaden the scope of or affect whatever interpretation or construction would otherwise be given to the plain and ordinary meanings of the words herein.

37.7 Entire Agreement. This written Agreement has been fully integrated, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior or contemporaneous agreements, contracts, representations, promises, acknowledgments, warranties and covenants, oral or written, by and between the parties with respect to such subject matter which are not included herein.

37.8 Applicable Law. This Agreement and the respective rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Alaska and the United States of America.

37.9 Exclusive Jurisdiction and Venue. In the event that a question, dispute or requirement for interpretation or construction should arise with respect to this Agreement,

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the jurisdiction and venue therefore shall lie exclusively with the courts for the Third Judicial District for the State of Alaska, at Palmer, Alaska.

37.10 Waiver. The failure by Lessor to object to a default under or breach of any term of this Agreement shall not constitute a waiver, either express or implied, of the right to do so in the event of any future or continuing default under or breach of this Agreement.

37.11 Gender. Unless the context of this Agreement clearly requires a different interpretation or construction, all references to the masculine, feminine or neuter genders shall be construed to refer to all such genders and vice versa.

37.12 Plurality. Unless the context of this Agreement clearly requires a different interpretation or construction, all references to the singular shall also include the plural and vice versa.

37.13 Risk of Loss and Damage/Possession. Until the Lease Term begins, all risk of loss and damage to and possession of the Leasehold Premises shall remain with Lessor. Thereafter, it shall pass to Lessee.

37.14 Warranties by Corporate Parties. Each corporation and individual executing this Agreement on its behalf acknowledges, warrants and represents: (a) that each individual executing this Agreement for and on behalf of such corporation is duly authorized and empowered to do so; and is doing so for the corporation, and themselves, individually; (b) that such corporation has been duly formed and organized and is in good standing; (c) that all necessary and appropriate corporate action authorizing such corporation to enter into, execute and perform this Agreement and the transactions called for and contemplated herein have been obtained; and (d) that all steps have been taken and acts performed that are conditions precedent to making this legal instrument valid, enforceable and binding against such corporation.

37.15 Independent Counsel. Each party to this Agreement acknowledges that is has enjoyed the advice and representation of competent independent legal, business and financial counsel in negotiating, entering into and executing this Agreement; and the fact that this Agreement may have been drafted in whole or in part by one such party's counsel, or either party, shall not cause any part of this Agreement to be construed against such party.

37.16 Severability. In the event that any term or condition of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining terms and conditions shall nevertheless be valid and enforceable as if such void or unenforceable term or condition had been omitted from the Agreement when it was formed.

37.17 Notices. Each notice required under this Agreement or by law shall: (a) be in writing; (b) contain a clear and concise statement setting forth the subject thereof and the reasons therefore; and (c) be personally delivered or be duly mailed by certified

 Lessor ____ Lessee ____ Lessee ____

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mail, return receipt requested, to each party in this Agreement at its following address or to such other address as that party may have most recently given such notice of to all of the other parties:

LESSOR: **DENLOW LAND TRUST 12749**
PO Box 871468, Wasilla, AK 99687

LESSEE: **KINE CO. LLC** Jordan Agen, Managing Member
189 E NELSON AVE., #214, Wasilla, AK 99654

37.18 Attorneys Fees and Legal Costs. All of the attorney's fees and legal costs incurred by the respective parties in negotiating and entering into this Agreement shall be borne by the respective parties. All legal costs and attorneys fees actually incurred by the parties to enforce any duties or obligations of the other under this Agreement or any instruments executed in connection herewith shall be paid to the aggrieved party and shall bear interest at the highest legal rate chargeable under the laws of the State of Alaska; except as provided for in paragraph 28.

37.19 Assignment/Sublease/Encumbrance. Lessee shall have neither the right nor the power to assign, transfer, encumber, sell, convey or sublet any rights in or to this Agreement or the Leasehold Premises without the express prior written consent of Lessor. A change in the control of a corporate Lessee shall constitute a prohibited transfer of Lessee's rights in the Leasehold Premises and this Agreement. Any assignment or subletting without written consent by the Lessor shall be void and, at the option of the Lessor, may accelerate all monies due under this lease.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand all of the provisions of this agreement and have entered into and executed this Agreement effective as of the date above written.

LESSOR:

DENLOW LAND TRUST 12749

By: _____
B. H. Tilton, Sec/Treasurer
of Tun Bay, Inc., Trustee

LESSEE:

By: _____
Jordan Agen, Member/Manager

Lessor _____ Lessee _____ Lessee _____

Received by AMCO 6.11.18

SCHEDULE "A"

Commercial General Liability Insurance:

Premises/Operation, Products/Completed Operations, and Personal/Advertising Injury Liability with minimum limits as follows:

$1,000,000	Combined Single Limit of Liability per Occurrence
$2,000,000	Annual General Aggregate
$2,000,000	Annual Products/Completed Operations Aggregate

The policy shall be endorsed to include the Lessor as an additional insured. with a minimum of Thirty (30) days notice of cancellation provided to the Lessor.

Commercial Automobile Liability Insurance:

Owned, Hired, Non-Owned Liability, with minimum limits as follows:

$1,000,000 Combined Single Limit of Liability per Accident Unlimited Annual Aggregate.

Uninsured/Underinsured Motorists Coverage, with minimum limits as follows:

$1,000,000	Limit for Bodily Injury per Person/Accident
$25,000	Limit for Property Damage per Accident

Worker's Compensation Insurance:

Statutory Requirements of the State of Alaska and Employer Liability Insurance, with minimum limits as follows:

$500,000/$500,000/$500,000 per person/accident/policy

The policy shall be endorsed to provide for a "Waiver of Subrogation" to the Lessor, with a Thirty (30) day notice of cancellation provided to the Lessor.

Lessor _____ Lessee _____ Lessee _____

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