LEASE AGREEMENT

THIS LEASE made this 13 day of November, 2018 by and between, Vern and Lynn Smith., hereinafter referred to as "LESSOR", and North Road Buds, LLC., hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, Lessor is the owner of certain property located at Nikiski Alaska, which is more fully described hereinafter, and which property is hereinafter referred to as the "LEASED PREMISES"; and

WHEREAS, Lessor desires to lease the Leased Premises to Lessee for commercial activity; and

WHEREAS, Lessee desires to lease the Leased Premises from the Lessor for commercial activity;

NOW THEREFORE, in consideration of the premises, the covenants made herein, and the acts to be performed by the parties hereto, the parties have agreed and by these presents do agree as follows:

I

RECITALS

The recitals hereinabove set forth are incorporated herein by reference for all purposes.

II

LEASED PROPERTY

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following described property:

Building only located at 50815 Kosta Rd. Nikiski, Alaska 99635
Unit #2

III

LEASE TERM

The term of this lease shall be for Three (3) year commencing on the 13 day of November, 2018, and ending on the 13 day of November, 2021, unless continued as hereinafter provided.

AMCO Received 11/26/2018

IV

OPTION TO RENEW

Lessor agrees that Lessee shall have the option to extend this Lease Agreement for One (1) year on the same terms and conditions as provided herein, upon the further condition that the rental for any extended period shall be subject to rental increases as provided hereinafter. Lessee shall exercise its option to renew this lease by giving written notice to Lessor of Lessee's intent to exercise the above-mentioned option at least ninety (90) days before the termination of the current lease term.

V

RENTAL PAYMENTS

(a) The monthly rental payments due from the 15 day of November, 2018, until the 15 day of November, 2021 shall be One THOUSAND DOLLARS ($1,000) each and being due on the first day of the month, commencing on the 1st day of December, 2018.

(b) During any extended term of this Lease Agreement (20___ - 20___), the monthly rental payments which Lessee shall pay to Lessor shall be the sum of _____DOLLARS ($_____) per month, each being due on the first day of the month.

VI

SECURITY DEPOSIT

On the execution of this Lease, Lessee shall pay to Lessor one thousand dollars which sum is to be held as a security deposit to assure payment of further rent and as security against any default or breach of the Lease by Lessee. If Lessee defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for payment of any rent or any other sum in default, or for the payment of any amount whish Lessor may spend or become obligated to spend by reason of Lessee's

AMCO Received 11/26/2018

default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within five (5) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount, and Lessee's failure to do so shall be a default under this Lease. Lessor shall not be required to keep this security deposit separate from its general funds, and Lessee shall not be entitled to interest on such deposit. If Lessee 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 Lessee, (or, at Lessor's option, to the last assignee of Lessee hereunder) following expiration of the Lease term. In the event of termination of Lessor's interest in this Lease, Lessor shall transfer said deposit to Lessor's successor in interest.

VII

USE OF PREMISES/QUIET ENJOYMENT

The Leased Premises shall be used by Lessee for the purpose conducting business as a Cannabis Cultivation Facility, in accordance with the regulations provided by the State of Alaska. . Lessee shall not use or permit the Leased Premises or any part thereof to be used for any purpose in violation of any municipal, borough, state, federal, or other governmental law, ordinance, rule or regulation.

Lessor hereby covenants that Lessee, paying the rent hereby reserved, and observing and performing the several covenants and stipulations herein on their part contained shall peaceably hold and enjoy the Leased Premises during the said term without any interruption by Lessor or any person rightfully claiming under his/her/their; subject, however, to the right of Lessor or his/her/their agent to enter upon and examine the premises by appointment with Lessee or his/her/their agent.

VIII

DEFAULT BY LESSEE AND REMEDIES

Default and Remedies. The following events shall be deemed to be events of default by Lessee under the lease:

AMCO Received 11/26/2018

(a) Lessee shall fail to pay any installments of rent or other obligation hereunder involving the payment of money and such failure shall continue for a period of ten (10) days after the date due.

(b) Lessee shall fail to comply with any term, provision or covenant of this lease, other than as described in subsection (a) above, and shall not cure such failure within fifteen (15) days after written notice thereof to Lessee.

(c) Lessee or any guarantor of Lessee's obligations under this lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Lessee or any guarantor of Lessee's obligations under this lease shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or Lessee or any guarantor of Lessee's obligations under this lease shall be adjudged bankrupt or insolvent in proceedings filed against Lessee or any guarantor of Lessee's obligations under this lease.

(e) A receiver or Trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee or of any guarantor of Lessee's obligations under this lease.

(f) Lessee shall desert or vacate or shall commence to desert or vacate the Leased Premises or any substantial portion of the Leased Premises or shall remove or attempt to remove, without the prior written consent of Lessor, all or a substantial portion of Lessee's good, wares, equipment, fixtures, furniture, or leased equipment that is not paid in full.

(g) Lessee shall do or permit to be done anything which creates a lien upon the premises.

Upon the occurrence of any such events of default, Lessor shall have the option to pursue either of the following alternative remedies:

(1) Without any notice or demand whatsoever, Lessor may take any one or more of the actions permissible at law to insure performance by Lessee or Lessee covenants and obligations under this lease. In this regard, it is agreed that if Lessee deserts or vacates the Leased Premises, Lessor

AMCO Received 11/26/2018

may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Lessee the monthly rentals and other charges provided in the lease, without any obligation to relet; but that if Lessor does, at his/her/their sole discretion, elect to relet the Leased Premises, such action by Lessor shall not be deemed as an acceptance of Lessee's surrender of the Leased Premises unless Lessor expressly notifies Lessee of such acceptance in writing. Lessee hereby acknowledges that Lessor shall be reletting as Lessee's agent and Lessee hereby agrees to pay to Lessor on demand any deficiency that may arise between the monthly rentals and other charges provided in this lease and that actually collected by Lessor. It is further agreed that in the event of any default described in subsection (b) above. Lessor has the right to enter upon the Leased Premises by force if necessary without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

(2) Lessor may terminate this lease by written notice to Lessee, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore. Lessee hereby waives any statutory requirement of prior written botice for filing eviction or damage suits for nonpayment of rent. In addition, Lessee agrees to pay to Lessor on demand the amount of all loss and

AMCO Received 11/26/2018

damage which Lessor may suffer by reason of any termination effected pursuant to this subsection (2).

It is further agreed that Lessee shall compensate Lessor for all expenses incurred by Lessor in repossession (including among other expenses any increase in insurance premiums caused by the vacancy of the Lease Premises), all expenses incurred by Lessor in reletting (including among other expenses, repairs, remodeling, replacements, advertisements, and brokerage fees), all concessions granted to a new tenant upon reletting (including among other concessions, renewal options) and all losses incurred by Lessor as a direct or indirect result of Lessee's default.

IX

LIENS AND ENCUMBRANCES

Lessee shall keep the Leased Premises free and clear from any liens and encumbrances arising or growing out of the use and occupancy of the Leased Premises by Lessee.

X

UTILITIES AND OTHER SERVICES

Lessee shall, shall furnish all utilities and services used or consumed upon the Leased Premises. Lessor shall not be liable for any loss or damage caused or resulting from any violation, interruption or failure of such utility or services due to any cause whatsoever.

XI

CONSTRUCTION OF IMPROVEMENTS

Lessor shall be under no obligation whatever to construct, make or perform any improvements, repairs or alterations to the Leased Premises whatsoever. Lessee shall have the right to construct any improvements desired on the Leased Premises. Lessee shall secure all governmental permits required in connection with such construction work and shall hold Lessor harmless from all liability for liens which may result therefrom. All alterations to the Leased

AMCO Received 11/26/2018

Premises, additions, buildings, and improvements, except trade fixtures, appliances and equipment which do not become attached to any building constructed on the Leased Premises shall become the property of Lessor without any obligation on the part of Lessor to pay therefore upon the termination of this Lease Agreement or any extended term thereof for any reason whatsoever. Lessee shall have the right to move any structure off of the Leased Premises which is not on a permanent foundation. Lessee shall commit no waste of any kind upon the Lease Premises. At the expiration of the Lease Term or any extension thereof, Lessee shall surrender the Lease Premises in good condition, normal wear and tear or casualty excepted.

XII

ASSIGNMENT – SUBLEASE

(a) Lessee shall not assign this Lease Agreement or any interest therein, nor shall this Lease Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise, without first obtaining the written consent of Lessor which will not be unreasonably withheld by Lessor. Any unauthorized assignment or transfer of the Lease Agreement or the Leased Premises shall be voidable by Lessor at option. Any assignment or transfer by Lessee with the consent of Lessor shall not relieve Lessee of any of duties and obligations under this Lease Agreement.

XIII

INSURANCE

(a) Lessor, during the term of this lease, shall carry, at its sole expense, insurance covering the leased premises for property damage or destruction.

(b) Lessor shall not be liable to Lessee, its sublessees, or their respective agents, employees, licensees, and invitees for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with a broad form extended coverage.

(c) Any insurance covering lessee's property (contents) shall be the sole responsibility of the lessee.

AMCO Received 11/26/2018

XIV
WAIVER

Neither the acceptance of rent nor any other act or omission of Lessor at any time or times after the happening of any event which would enable Lessor to cancel this lease or declare Lessee's interest hereunder forfeited, shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Lessor of right to cancel or terminate this lease at any time that cause for cancellation or termination may exist, or be construed so as to at any future time stop Lessor from promptly exercising any other option, right or remedy that may have under any term or provision of this lease.

XV
NOTICES

All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

LESSOR:	**LESSEE:**
Vern Smith	North Road Buds, LLC.
PO Box 8704	PO Box 8704
Nikiski, Alaska 99635	Nikiski, Alaska 99635

or to such other respective addresses as either Lessor or Lessee may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed.

XVI
HOLDING OVER

In the event Lessee remains in possession of the Leased Premises after expiration of this lease without a written Lease Agreement, Lessee shall be deemed to be occupying the Leased Premises as a tenant from month-to-month, subject to all the conditions, provisions, and obligations of this Lease Agreement insofar as they may be applicable to such month-to-month tenancy.

AMCO Received 11/26/2018

XVII

BENEFIT

Subject to the restrictions stated in Article XV hereof, all the terms, conditions, covenants and agreement in this Lease Agreement shall extend to and be binding upon the Lessor, Lessee and his/her/their respective successors and assigns and upon any person, firm or corporation coming into ownership or possession of any interest in the Leased Premises by operation of law or otherwise, and shall be construed as covenants running with the land.

XVIII

DEFINITIONS

The words "Lessor", "Lessors", and "Lessee", "Lessees" as used in this lease shall include both the singular and plural, the masculine, the feminine and the neuter whenever appropriate and shall include any individual or person acting in a fiduciary capacity as an executor, administrator, trustee or in any other representative capacity. The titles of paragraphs herein are for identification only and not to be considered to be a part of this lease nor to be restrictive in any manner of the provisions of any of the paragraphs of this lease.

XIX

INVALIDITY

If any provision of this Lease Agreement shall be found to be invalid, the remainder hereof shall nevertheless be carried into effect.

XX

APPLICABLE LAW

This lease is made under and shall be construed in accordance with the laws of the State of Alaska.

AMCO Received 11/26/2018

SIGNATURES

LESSOR_____ 11/13/18
Vern Smith **Date**

LESSEE_____ 11/13/18
North Road Buds, LLC **Date**

BY_____
Vern Smith, Managing Member

LEASE ADDENDUM:

Landlord/Lessor will not take possession of or remove marijuana from the premises under any circumstances. AMCO will be notified immediately in the event that this is necessary.

LESSOR_____ 11/13/18
Vern Smith **Date**

LESSEE_____ 11/13/18
North Road Buds, LLC **Date**

BY_____
Vern Smith, Managing Member

AMCO Received 11/26/2018