REAL ESTATE SUBLEASE

This Real Estate Sublease Agreement ("Sublease") is dated 11/1/1, 2018, by and between B&S Leasing, LLC an Alaska Limited Liability Company ("Sublessor"), and AK Pharm, LLC an Alaska Limited Liability Company ("Subtenant"). The parties agree as follows:

PREMISES. Sublessor, in consideration of the lease payments provided in this Sublease, leases to Subtenant (the "Premises") the Subleased space located at 551 N Victor Rd., Big Lake, Alaska 99652, the building on the south east of the property, excluding the woodshop, as identified as the proposed premises outlined in the attached Addendum No. 1 in green, Addendum No. 1 is attached to this agreement and incorporated by reference.

TERM. The Sublease begins on 11/1/1, 2018 and shall be a five-year term, with an option to renew this sublease for a period of one (1) additional five (5) year term. In the event either party does not wish to renew this Sublease, the non-renewing party shall provide notice in writing to the other six (6) months prior to expiration of term. Either party may terminate the Sublease upon substantial breach of this Agreement with prior to written notice to the other party giving a ten (10) day notice to cure the defect to avoid the termination.

LEASE PAYMENTS. Subtenant shall pay to Sublessor monthly installments of two thousand five hundred dollars ($2,500) payable in advance on the first day of each month.

USE OF PREMISES. Subtenant may use the Premises only for cultivation of marijuana and all legal endeavors as prescribed in state and local law. The Premises may be used for any other purpose only with the prior written consent of Sublessor, which shall not be unreasonably withheld.

Subtenant shall notify Sublessor of any anticipated extended absence of 5 days or more from the Premises not later than the first day of the extended absence.

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

ACKNOWLEDGEMENT OF USE FOR MARIJAUNA COMMERICAL ACTIVITIES AND WAIVER OF ANY DEFENSES OF ILLEGALITY DUE TO FEDERAL LAW OR VOID FOR PUBLIC POLICY. The parties are aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities. The parties are aware that marijuana cultivation and marijuana sale is illegal under federal law and therefore waive all defenses of non-performance of this contract related to defenses such as void for public policy and illegality under federal law.

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UTILITIES AND SERVICES

Subtenant shall be responsible for the all utilities and services in connection with the Premises.

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

REAL ESTATE TAXES: Subtenant shall pay pro-rata share of the property's real estate taxes and assessments for the Premises.

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

PROPERTY INSURANCE. At all times during the Sublease Term, Subtenant shall procure and maintain, at its sole expense, special form ("all risk") property insurance, in an amount not less than one hundred percent (100%) of the replacement cost, covering the Premises (including all leasehold improvements), the contents thereof, and the Building in which the Premises are located (collectively, the "Property Insurance"). The Property Insurance shall contain business income ("loss of rents") coverage for a period of time not less than twelve (12) months following the insured casualty. Sublessor shall be named as an additional insured on the Property Insurance. Sublessor and Sublessor's mortgagee each shall be named as loss payees on the Property Insurance with respect to proceeds attributable to damage to the Premises and the Building. Sublessor shall be named as loss payee on the Property Insurance with respect to business income coverage. Subtenant shall not be a loss payee with respect to proceeds attributable to damage to the Premises or the Building or with respect to business income coverage, but Subtenant shall be the loss payee for its personal property located in the Premises. The proceeds of the Property Insurance shall be used for the repair or replacement of the property so insured except that if this Sublease is terminated following a casualty, the proceeds applicable to the Building, Premises and Sublease hold improvements contained therein shall be paid to Sublessor and the proceeds applicable to Subtenant's personal property shall be paid to Subtenant. The Property Insurance policy shall be in a form and contain such endorsements as are normal and customary for property insurance policies carried on similar property or properties or by similarly situated parties.

DEFAULTS. Subtenant shall be in default of this Sublease if Subtenant fails to fulfill any lease obligation or term by which Subtenant is bound. Subject to any governing provisions of law to the contrary, if Subtenant fails to cure any financial obligation within 15 days (or any other obligation within 30 days) after written notice of such default is provided by Sublessor to Subtenant, Sublessor may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Sublessor's rights to damages. In the alternative, Sublessor may elect to cure any default and the cost of such action shall be added to Subtenant's financial obligations under this Sublease. Subtenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Sublessor by reason of Subtenant's

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defaults. All sums of money or charges required to be paid by Subtenant under this Sublease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. In the event of a default by Subtenant, *Sublessor will contact the Alaska Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from facility.*

SUBSTAINTIAL DEFAULT. Means failure to comply with one or more of the obligations detailed in this Sublease.

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

CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative and shall not be construed as exclusive unless otherwise required by law.
NON-SUFFICIENT FUNDS. Subtenant shall be charged $100.00 for each check that is returned to Sublessor for lack of sufficient funds.

NO PARTNERSHIP OR JOINT VENTURE. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Lease is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

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

COMPLIANCE WITH REGULATIONS. Subtenant shall promptly comply with all laws, ordinances, requirements and regulations of the state, county, municipal and other authorities, and the fire insurance underwriters. However, Subtenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

ACKNOWLEDGEMENT OF USE FOR MARIJAUNA COMMERICAL ACTIVITIES:
Sublessor is aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities.

MECHANICS LIENS/CLAIM OF LIEN. Neither the Subtenant nor anyone claiming through the Subtenant shall have the right to file mechanics liens/claim of lien or any other kind of lien on

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the Premises and the filing of this Sublease constitutes notice that such liens are invalid. Further, Subtenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Subtenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

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

SUBLESSOR:
B&S Leasing, LLC
579 Victor Dr.
Big Lake, AK 99652

SUBTENANT:
AK Pharm, LLC
551 N Victor Rd.
Big Lake, AK 99652

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

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

ENTIRE AGREEMENT/AMENDMENT. This Sublease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Sublease. This Sublease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Sublease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Sublease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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WAIVER. The failure of either party to enforce any provisions of this Sublease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Sublease.

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

Sublessor – B&S Leasing, LLC

By: _____ Date: 11/01/18
Robert Poole - Member

Subtenant – AK Pharm, LLC

By: _____ Date: 11/1/18
MarySusanne Poole – Member

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Addendum No. One to Sublease

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Exhibit A

551 N Victor Road, Big
Lake AK 99652

Building that proposed
licensed cultivation
AKPHARM will be
housed in.

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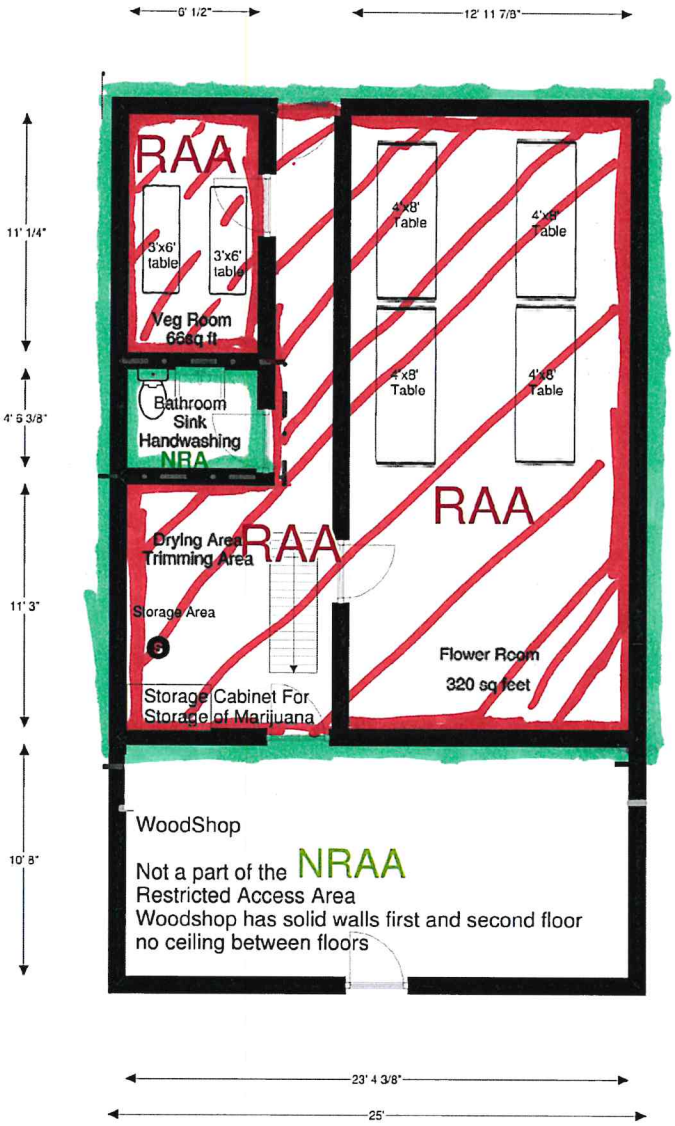
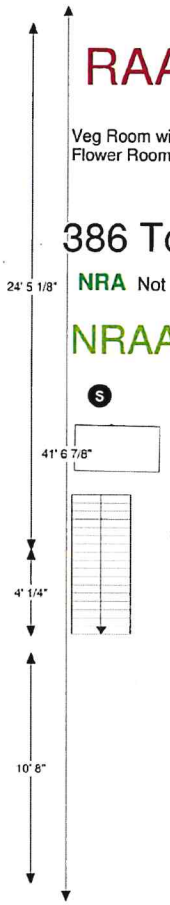
EXHIBIT B

Main Floor
License 13598



Building Structure is
All-Weather Metal Quonset Type Building



RAA Restricted Access Area

Veg Room will Have two 3'x6' Tables for Growing
Flower Room will have four 4'x8' tables for Growing

386 Total Sq Ft. of growing space

NRA Not Restricted Access, Part of Licensed Premises

NRAA Not a restricted access area, not part of the licensed premises

S Storage Area

Storage Cabinet For Storage of Marijuana

Stairs to top floor drying area

Restricted Access Area

Outline of Proposed Lic. Premises

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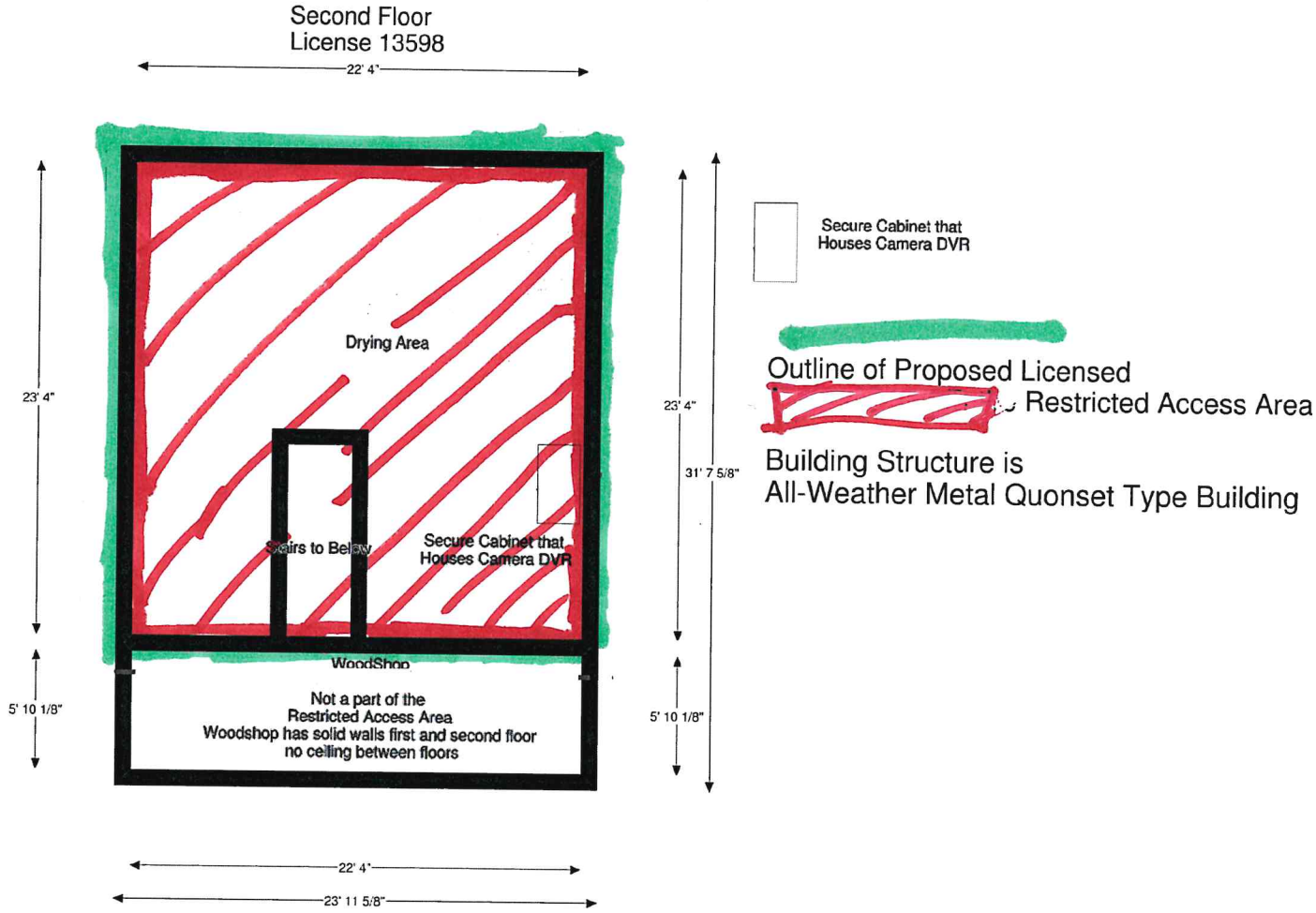
EXHIBIT C



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Master Lease Agreement

This Master Lease Agreement (this "***Lease***") is dated as of 11/01/ 2018, by and between B&S Leasing, LLC, an Alaska limited liability company ("***Tenant***"), Robert Poole and MarySussane Poole ("***Landlord***").

WHEREAS, Landlord owns the real property located at 551 N Victor Rd., Big Lake, Alaska 99652 (the "***Leased Premises***") and the parties intend that Landlord lease the entire Leased Premises to Tenant in accordance with this Lease.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, in accordance with this Lease, the entire Leased Premises, together with all rights of ingress and egress pertaining thereto, subject to the terms and conditions contained in this Lease.

2. Term. The term of this Lease shall be for five (5) years, commencing 11/01/18 2018 and ending 11/01/, 2023 (the "***Initial Term***"), unless sooner terminated in accordance with the terms of this Lease. After the Initial Term and any successive additional term, the parties hereto may renew this Lease for three, successive one year terms, at the rent specified in Section 5 (a "***Renewal Term***" and, together with the Initial Term, the "***Term***") if the parties agree to such renewal at least thirty (30) days prior to the end of the then-current Term. If the parties do not agree to renew this Lease at least thirty (30) days prior to the end of the then-current Term, this Lease shall terminate at the conclusion of such Term.

3. Early Termination. Landlord shall have the right upon Landlord's sole election, upon five (5) days prior written notice to Tenant, to terminate this Lease (i) in the event that the Landlord's bank commences an action, or threatens to commence an action against the Landlord alleging that this Lease, or any operations under the Lease or any sublease, violates Landlord's contractual obligations pursuant to its obligations under its loan agreements with Landlord's bank, or (ii) the seizure by any governmental authority seeking forfeiture of the Leased Premises, whether or not a court proceeding has actually commenced.

4. Use of the Leased Premises. Tenant shall use and operate the Leased Premises for general business purposes, including as a warehouse to conduct the business of a commercial marijuana cultivation facility and any other lawful purpose.

5. Rent and Other Sums to be Paid by Tenant.

a. Base Rent.

i. During the Initial Term, Tenant shall pay Landlord monthly installments of five hundred dollars ($500) (the "***Rent***"), which shall be payable in on the first day of each month, in advance.

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b. Additional Rent Based Upon Reimbursement to Landlord. If Tenant fails to comply with or perform any of the terms, conditions and covenants of this Lease, Landlord may carry out and perform such terms, conditions and covenants, at the expense of Tenant, which expense shall be payable by Tenant, as additional rent, upon the demand of Landlord, together with 5% interest, which interest shall accrue from the date of Landlord's demand.

c. Additional Rent Based Upon Late Payment. If Tenant defaults, for more than five (5) days in the payment of any monthly Base Rent, additional rent or any of the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant shall pay Landlord, as additional rent, a late charge of 5% of the rent or expense.

d. Additional Rent Based Upon Landlord's Legal Expenses in Enforcing Lease. As additional rent, Tenant shall pay Landlord all reasonable attorneys' fees that may be incurred by Landlord in enforcing Landlord's rights under this Lease; provided, however, that if Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then in such case Tenant shall not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.

e. Additional Rent Based Upon Taxes. If at any time during the Term a tax or charge shall be imposed by the state of Alaska or the municipality in which the Leased Premises is located, pursuant to any future law, which tax or charge shall be based upon the rent due or paid by Tenant to Landlord, then Tenant shall pay Landlord, as additional rent, such tax or charge. The foregoing shall not require payment by Tenant of any income taxes assessed against Landlord or of any capital levy, franchise, estate, succession, inheritance or transfer tax due from Landlord.

f. Taxes. Tenant shall be solely responsible for all taxes and assessments arising out of the operation of the Leased Premises during the Term (including any holdover), including real property taxes assessed against the Leased Premises (but excluding Landlord's income taxes). Each year, Landlord shall invoice Tenant upon receipt of a property tax bill for the Leased Premises, and such amount shall be paid along with the rent payment next due. Landlord shall ensure for the timely payment directly to the governmental authority of all taxes payable during the Term. The property taxes for the last year to commence during the Term shall be prorated on the basis of the number of days in such year elapsing during the Term and Landlord shall refund any overpayment to Tenant within fifteen (15) days of expiration or earlier termination of the Term.

g. Holdover.

i. Tenant agrees that if for any reason Tenant or any subtenant of Tenant fails to vacate and surrender possession of the Leased Premises, or any part thereof, on or before the expiration or earlier termination of this Lease, then Tenant's continued possession of the Leased Premises shall be as a month-to-month tenancy, during which time, without prejudice and in addition to any other rights and remedies Landlord may have hereunder or at law, Tenant

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shall (i) pay to Landlord an amount equal to 50% of the rent amount specified in Section 5 in addition to the regularly recurring rent payable hereunder prior to such termination; and (ii) comply with all other provisions of this Lease. The month-to month tenancy may be terminated by Landlord at the end of any month upon thirty (30) day's prior written notice.

h. Payment Method and Location. All payments due and payable to Landlord hereunder shall be mailed to the Landlord at 1377 E Parks Highway, Wasilla AK 99654 or delivered directly by hand to the Landlord at 1377 E Parks Highway, Wasilla AK 99654 or any other address given to Tenant during the Term. All payments by Tenant under this Lease shall be by check or wire transfer of immediately available funds.

6. Condition, Repair and Maintenance of the Leased Premises.

a. Tenant Obligations.

i. Cleaning. Cleaning of the Leased Premises shall be the sole responsibility of the Landlord. Landlord shall keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage and other waste, in a clean, tidy and sanitary manner. At the expiration or termination of this Lease, Tenant shall deliver the Leased Premises to the Landlord in good order and repair, subject to ordinary wear and tear.

ii. Maintenance and Repairs. Landlord shall, at its sole cost and expense, perform all renovations, redecorating, repairs and maintenance to the interior walls, exterior walls, plumbing and plumbing fixtures, electrical service, lines and fixtures, floor drains, light fixtures, drop ceiling and the HVAC systems, including replacement thereto or thereof. Tenant shall not replace any locks or security hardware on the Leased Premises without the consent of the Landlord. Tenant shall ensure that the Landlord is provided with all keys and/or access codes to any new locks or security hardware that may be installed.

iii. Services and Utilities. Tenant shall, at Tenant's own expense, obtain all utility services supplying the Leased Premises, including, but not limited to, refuse, electricity, water, sewer, standby water for sprinkler, gas, telephone and all other utilities and other communication services, in its own name, effective as of the commencement of this Lease, and shall pay the cost directly to the applicable utility, including any fine, penalty, interest or cost that may be added thereto for non-payment thereof.

7. Laws, Permits and Governmental Regulations.

a. Expenses. Tenant shall promptly and punctually pay all charges and expenses incurred in connection with its use of the Leased Premises by any governmental agency by reason of its use and occupancy of the Leased Premises or the operation of its Business therein or thereon. If Tenant does not pay any such charge or expense which might become a lien against the Leased Premises, Landlord may pay the same, and any amount so paid shall be due and payable to the Landlord with the next rental payment due under this Lease.

b. Permits. Tenant is solely responsible for all permits, licenses and zoning approvals related to its business.

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8. Insurance. Tenant shall carry and maintain the following insurance ("Tenant's Insurance") at its sole cost and expense.

Notwithstanding anything in this Lease to the contrary, Landlord and Tenant shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents and employees for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Leased Premises, any additions or improvements to the Leased Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord and its agents, employees or contractors or the negligence of Tenant or its agents, employees or contractors which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

9. Condemnation. If the Leased Premises, or any part thereof, is taken by eminent domain, at Landlord's option, this Lease (a) shall expire on the date when the Leased Premises shall be so taken, and the rent shall be apportion as of that date, or (b) shall continue in full force and effect with an abatement in rent commensurate with the reduction of square footage of the Leased Premises. No part of any award shall belong to Tenant.

10. Destruction. If the Leased Premises are totally or partially destroyed during the term of this Lease, then Landlord may elect to either terminate this Lease or restore the destroyed premises. If Landlord elects to restore the premises, then Lease shall not be terminated and Tenant shall continue paying rent adjusted downward by a percentage equal to the percentage of square feet of the Leased Premises rendered unusable by destruction. Upon completion of restoration, the rent shall be calculated against as if there were not destruction.

11. Assignment and Subletting. Tenant may assign or sublease all or any part of the Leased Premises; provided that Landlord consents in writing to such assignment or sublease, such consent not to be unreasonably withheld. Landlord does hereby consent to the subleasing of Premises to AK Pharm, LLC, no further written consent is needed.

12. Landlord's Right to Exhibit Premises. Landlord or Landlord's agents, employees or representatives shall have the right to show the Leased Premises during the Term. Landlord or Landlord's agents, employees or other representatives shall have the right to place notices on any parts of the Leased Premises offering the Leased Premises for lease at any time during the Term, offering the Leased Premises for sale and Tenant shall permit the signs to remain without hindrance or disturbance. 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 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.

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13. Landlord not Liable. Landlord shall not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord. Tenant agrees that Landlord shall not be liable for, and is hereby released from any responsibility for, any damage to person or property (or resulting from the loss of use thereof) that is sustained by Tenant or any Tenant Representative, including any such damage caused by any active or passive act, omission or neglect of Landlord or by any act or omission for which liability without fault or strict liability may be imposed.

14. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, as the case may be, Landlord or Tenant shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to as an "***Unavoidable Delay***"). Landlord and Tenant shall use reasonable efforts to notify the other party no later than ten (10) business days after such party knows of the occurrence of an Unavoidable Delay; provided, however, that such party's failure to notify the other of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to such party under this Lease. In no event shall any party's financial condition or inability to fund or obtain financing constitute an Unavoidable Delay with respect to such party.

15. Indemnification and Waiver of Liability. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, damages, costs, attorneys' fees, expenses and liabilities arising in connection with (a) Tenant's use of the Leased Premises; (b) any activity carried out in or about the Leased Premises or related to the Business by Tenant or any Tenant Representative or invitees of Tenant; (c) any breach or default in performance of any obligation by or of Tenant or any Tenant Representative; and (d) any violation by Tenant or its Affiliates of any Laws, including revocation, suspension or termination of any Required Permits. Tenant, as a material part of the consideration to Landlord under this Lease, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause other than the negligence of Landlord, and Tenant hereby waive all claims with respect thereof against Landlord. Tenant may, at its sole cost and expense, protect and defend against any such government action which threatens its normal Business activity. Tenant hereby agrees that this lease is fully binding and Tenant has investigated any and all possibilities of conducting Business at said location, and will honor any and all lease payments during the Term and any extension thereof. Tenant shall hold harmless Landlord from any litigation, liabilities, claims and/or disputes of any kind whatsoever upon acceptance of this Lease, during the Term and any extension thereof.

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16. Subordination, Attornment. This Lease is subject and subordinate to any deed of trust, mortgage, lien, encumbrance, lease, financing, loans, other arrangements or right to possession (collectively, the "***Encumbrances***") with regards to the building or land on or in which the Leased Premises is situated, that Landlord is obligated to now or in the future, including existing and future Encumbrances on the building and land on or in which the Leased Premises is situated. Although no instruments or act on the part of Tenant are necessary to effectuate such subordination, Tenant shall nevertheless execute and deliver such further instruments that the Landlord may request from time to time to further evidence such subordination to all such Encumbrances. In the event any proceedings are brought for foreclosure or the exercise of any power of sale under a deed of trust or mortgage covering the Leased Premises, Tenant shall attorn to the purchaser upon any such sale or foreclosure and recognize such purchaser as Landlord under this Lease. In the event of any sale of the Leased Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale.

17. Default by Tenant and Landlord's Remedies.

a. Event of Default. If any one or more of the following events occurs and is continuing beyond the period set forth in any default notice provided to be given, an "***Event of Default***" shall have occurred under this Lease: (i) Tenant fails to pay any monthly rent payment or other sums due from Tenant to Landlord within five (5) calendar days of the applicable due date; (ii) Tenant breaches any provision of this Lease and such failure in compliance shall continue for thirty (30) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant has not in good faith commenced within such thirty (30) day period to remedy such failure and continued diligently to prosecute the same to completion; (iii) Tenant vacates or abandons the Leased Premises; or (iv) Tenant is adjudged insolvent or makes and assignment for the benefit of creditors, or if a receiver or other liquidating officer of Tenant is appointed, or a petition for relief is filed by or against Tenant in bankruptcy, or other dissolution or insolvency proceedings are commenced by or against the Tenant. **In the event of a Default, Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO Enforcement Department prior to any access to the licensed premises if Tenant cannot be reached, abandons the property, or similar event. In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach**.

b. Right to Terminate Lease and Re-Enter. If an Event of Default occurs, then Landlord may, in addition to any other remedy available to Landlord under this Lease or by law, at Landlord's option to immediately enter and take possession of the Leased Premises and declare this Lease terminated, and Tenant shall quit and surrender possession of the Leased Premises, but Tenant shall remain liable to Landlord as hereinafter provided, and upon Tenant' failure to surrender of possession. Landlord may recover from Tenant such damages attributable to Tenant's default from the date of such breach to the date of the expiration of the term hereof. Landlord may re-enter the Leased Premises by summary proceeding or otherwise free from any interest of Tenant therein. If any Event of Default or Tenant bankruptcy, insolvency or

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assignment for the benefit of creditors occurs, Landlord may declare the balance of rental for the entire remaining term of this Lease at once due and payable by delivering written notice of such declaration to Tenant. If Tenant defaults on any of its obligations hereunder other than for the payment of rent, Landlord may cure such default on behalf of the Tenant, in which case Tenant shall immediately reimburse Landlord for all sums paid to effect such cure, together with interest at the rate of 18% per annum and reasonable attorney's fees, as additional rent hereunder. In order to collect such reimbursement, Landlord shall have all the remedies available under this Lease for a default in the payment of rent.

c. Landlord's Right to Restore and Re-Let, and Tenant's Liability for Expenses. If Landlord obtains possession by re-entry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord may, without the obligation, make renovations, alterations and repairs to the Leased Premises required to restore them to the same condition during the Term, and to re-let the Leased Premises or any part thereof for a term or terms that may be less or more than the full Term of this Lease had Landlord not re-entered and re-possessed or terminated this Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under this Lease. Any of the foregoing action taken or not taken by Landlord shall be without waiving any rights that Landlord may otherwise have under law or in accordance with this Lease. Tenant shall pay and indemnify Landlord against all legal and other expenses reasonably incurred by Landlord, including attorney's fees and the costs of litigation, in terminating this Lease by reason of an Event of Default, in obtaining possession of the Leased Premises, in making all alterations, renovations and repairs and in paying the usual and ordinary commissions for re-letting the same.

d. Liability of Tenant after Re-Entry and Possession or Termination.

i. Survival of Obligations. If any Event of Default occurs (whether or not this Lease is terminated as a result of an Event of Default), Tenant shall remain liable to Landlord for all fixed annual rent and additional rent herein reserved (including, but not limited to, the expenses to be paid by Tenant in accordance with this Lease); less the net amount of rent, if any, that shall be collected and received by Landlord from the Leased Premises, for and during the remainder of the Term. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Leased Premises or any part thereof for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable. Landlord shall have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs other than rent or damages; (ii) to the payment of any cost of re-letting, including, without limitation, brokerage fees prorated over the life of the term of the re-letting and applicable to the remainder of the Term; (iii) to the payment of any cost of altering or repairing the Leased Premises; (iv) to the payment of fixed annual rent and additional rent or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, shall be held by Landlord and applied for the payment of future fixed annual rent and additional rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this paragraph, and Tenant expressly agrees that any such suit shall not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any

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subsequent period by a like or similar proceeding. The words "re-entry" and "re-enter," as used herein, shall not be construed as limited to their strict legal meaning. 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.

ii. Rights on Termination. If Landlord terminates this Lease by reason of an Event of Default, then Landlord shall thereupon have the right, without obligation, as an alternative to suing Tenant periodically pursuant to the provisions of subparagraph (i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of fixed annual rent and additional rent reserved herein for the remainder of the term over the then reasonable rental value of the Leased Premises for the same period. Landlord shall not, by any re-entry or other act, be deemed to have terminated this Lease, unless Landlord shall notify Tenant in writing that Landlord has elected to terminate the same.

e. Right to Injunction. In the event of a breach or threatened breach by Tenant of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

18. Tenant's Trade Fixtures and Removal. Any trade equipment, trade fixtures, goods or other property of Tenant shall be removed by Tenant on or before the earlier of expiration of the Term or upon termination of this Lease. Any trade equipment, trade fixtures, goods or other property of Tenant not removed by Tenant on the earlier of expiration of the Term or upon termination of this Lease, or upon any deserting, vacating or abandonment of the Leased Premises by Tenant, or upon Tenant's eviction, shall, at Landlord's discretion, be considered as abandoned and Landlord shall have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord will not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.

19. Limitations on Landlord's Liability. The liability of Landlord to Tenant (or any Tenant Representative) under this Lease, or any matter relating to or arising out of the occupancy or use of the Leased Premises, shall be limited to Tenant's actual direct, but not consequential, damages therefor. Notwithstanding any contrary provision herein, Landlord shall not be liable for any injury or damage to, or interference with, Tenant's Business, including loss of profits, loss of rents or other revenues, loss of Business opportunity, loss of goodwill or loss of use, or for any form of special or consequential damage, in each case however occurring. No person who is an officer, director, shareholder, member (or principal or partner or other constituent person or entity of any non-corporate Landlord), employee, agent or legal representative of Landlord shall be personally liable for any obligations or liabilities of Landlord under this Lease.

Tenant with a copy of the purchase contract evidencing the subordination of this Lease therein.

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20. Notices. All notices, payments, demands or communications required or permitted to be given by any provision of this Lease shall be in writing and shall be deemed to be delivered, given and received for all purposes (a) as of the date and time of actual receipt, in the case of notices delivered personally; (b) one (1) day after deposit with a nationally recognized overnight delivery service; (c) if sent by electronic mail, upon confirmed receipt by recipient; or (d) five (5) days after deposit in registered or certified United States mail, return receipt requested, as applicable. Such notices, payments, demands or communications shall be delivered personally to the recipient, or sent by registered or certified United States mail, return receipt requested, or by nationally recognized overnight delivery service, addressed to such address on the signature page hereto or as may be specified from time to time by notice to the parties hereto.

21. Tenant's Right to Quiet Enjoyment. Upon paying the rents and other sums required of Tenant under this Lease and faithfully and fully performing the terms, conditions and covenants of this Lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the Term.

22. Miscellaneous.

a. Non-Waiver by Landlord. The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

b. Entire Agreement. This Lease constitutes the entire agreement and understanding among Landlord and Tenant with respect to the lease of the Leased Premises and the other transactions contemplated by this Lease. All prior representations, understandings and agreements between the parties with respect to the subject matter hereof and thereof are superseded by this Lease.

c. Choice of Law. This Lease shall be construed and interpreted in accordance with the laws of Alaska, without regard to the conflict of any laws or provisions thereof, as though all acts and omissions related to this Lease occurred in Alaska.

d. Captions. The captions of the paragraphs in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

e. Counterparts. This Agreement may be executed in counterparts, including by electronic signature or scanned copies of original signature pages, each of which shall be considered an original.

f. Surrender. Neither the acceptance of keys to the Leased Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord shall be deemed to be an acceptance of a surrender of the Leased Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Leased Premises.

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g. Binding Effect. This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

h. Landlord Defined. "Landlord" in this Lease means and includes only the owner at the time in question of the Leased Premises and, in the event of the sale or transfer of the Leased Premises, Landlord shall be released and discharged from the provisions of this Lease thereafter accruing, but such provisions shall be binding upon each new owner of the Leased Premises while such party is an owner.

i. Severability. Each provision of this Lease is considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under federal law or applicable state law, such invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

[Signature Page to Follow]

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The undersigned have caused this Lease to be executed and delivered, effective as of the date and year first above written.

LANDLORD:

Robert Poole
MarySusanne Poole

By: _____
Name: Robert Poole

By: _____
Name: MarySusanne Poole

TENANT:

B&S Leasing, LLC

By: _____
Name: Robert Poole
Title: Member

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