LEASE AGREEMENT

THIS LEASE made this ___1_ day of __Nov._, 2018, by and between Patrick Phillips (**_P W Cultivation**), hereinafter referred to as "LESSEE", and **Patricia & Patrick Phillips**, hereinafter referred to as "LESSORS".

W I T N E S S E T H:

WHEREAS, Lessors is the owner of certain property located at 29124 N. Cohoe Loop Road, Kasilof, Alaska, which is more fully described hereinafter, and which property is hereinafter referred to as the "LEASED PREMISES"; and

WHEREAS, Lessors desire to lease the Leased Premises to Lessee for; limited marijuana grow and

WHEREAS, Lessee desires to lease only the garage area for marijuana cultivation Leased Premises from Lessors for limited marijuana grow 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:

1
RECITALS

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

2
LEASED PROPERTY

Lessors hereby lease to Lessee and Lessee hereby leases from Lessors the following described property: 29124 N. Cohoe Loop Road, Kasilof, Alaska 99610

3
LEASE TERM

The term of this lease shall begin commencing on the __1__ day of _November_____, 2018, and continue year to year from this day forth. Unless continued as hereinafter provided. It is required that Lessee gives Lessor notice 30 days before lease ends, as to whether lease will be renewed or not. If 30 day notice is not given Lessee forfeits any and all deposits. PP/PP

4
RENTAL PAYMENTS

The monthly rental payments due by the 1st day of each month and shall be

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THIRTY DOLLARS AND NO/100TH DOLLARS ($30.00) sales tax, for a total of $500.00 will be due on the 1st day of the month, commencing on the 1st day of November, 2018.

Lessee will pay an interest fee of THIRTY DOLLARS ($30.00) per day starting four days after the due date of rent for every day that rent is not paid in full. Rental payments will need to be deposited no later than the fourth of each month. PP/PP

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SECURITY DEPOSIT

On the execution of this Lease, a walk through will be done to assess any previous damage in which Lessee is not responsible for. A security deposit will not be attained to assure payment of further rent or 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, Lessors will retain the work accomplished for deposit as payment of any sum in default, or for the payment of any amount which Lessors may spend or become obligated to spend by any other reason or Lessee's default or to compensate Lessors for any other loss or damage which Lessors may suffer by reason of Lessee's default. PP/PP

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USE OF PREMISES/QUIET ENJOYMENT

The Leased Premises shall be used by Lessee for the purpose of conducting limited marijuana grow. 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.

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

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DEFAULT BY LESSEE AND REMEDIES

The following events shall be deemed to be events of default by Lessee under this lease:

(a) Lessee shall fail to pay any installments of rent or other obligation hereunder involving the payment of any money. 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 an assignment for the benefit or creditors.

(d) Lessee or any guarantor or Lessee's obligations under this lease shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under and similar law or statue 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) Lessee shall not desert or vacate or shall commence to desert or vacate the Leased Premises nor shall remove or attempt to remove, all or a substantial portion of Lessee's goods, wares, equipment, fixtures. Lessee/Lessor may not take possession of or remove marijuana from the premises, AMCO will be contacted in the event that this is necessary.

(f) Lessee shall not do or permit to be done anything which creates a lien upon the premises. Upon the occurrence of any such events of default, Lessors shall have the option to pursue either of the following alternative remedies:

(g) Without any notice or demand whatsoever, Lessors 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. Lessee agrees to reimburse Lessors on demand for any expenses which Lessors may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessors shall not be liable for any damages resulting to Lessee from such action.

PP/RP

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LIENS AND ENCUMBRANCES

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

Lessors shall keep the Leased Premises free and clear from any liens and encumbrances.

PP/RP

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UTILITIES AND OTHER SERVICES

Lessee shall, at their expense, furnish any and all utilities including the electrical and waste services used or consumed upon the Leased Premises. Lessors shall not be

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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. PP/PP

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MAINTENANCE OF PREMISES

Lessors shall, at their expense, maintain and keep in good repair the foundations, exterior walls, means of common ingress and egress, and other structural portions of the Leased Premises. Lessee shall, at their expense, maintain the interior of the Leased Premises at all times in good condition and repair, and shall commit no waste of any kind in, on or about the Leased Premises, nor create or suffer a nuisance to become on the Leased Premises. At the expiration of the term of this lease, Lessee shall surrender the Leased Premises to Lessors in good condition, normal wear and tear accepted. Lessee shall pay for any and all damage to the Leased Premises, the building located on the Leased Premises and the personal property of Lessors or other tenants or occupants of the Leased Premises, its apparatus or appurtenances. If abnormal wear and tear, abuse or waste of the Leased Premises is found during the term of this Lease, Lessee shall, upon demand by Lessors, immediately eliminate such abnormal wear and tear, abuse or waste and restore the Leased Premises to its condition at the beginning of the Lease, normal wear and tear accepted. Lessee shall be responsible for repair and replacement of doors and windows located on the Leased Premises for any cause except for causes attributed to Lessors.

PP/PP

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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 any and process or proceeding of any court or otherwise, without first obtaining the written consent of Lessors which will not be unreasonably withheld by Lessors. Any unauthorized assignment or transfer of the Lease Agreement or the Leased Premises shall be voidable by Lessors at their option. Any assignment or transfer by Lessee with the consent of Lessors shall not relieve Lessee of any of the duties and obligations under this Lease Agreement.

(b) Lessee shall not have the right to sublet the whole or any part of the Lease Premises, provided that no part of the Leased Premises shall be sublet for any purpose which is unlawful, dangerous, noxious or offensive. No subletting by Lessee shall affect the obligation of Lessee to perform by Lessee under the terms of this Lease Agreement.

PP/PP

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ADDENDUM TO LEASE AGGREEMENT
GENERAL RULES

1. Tenant shall not alter any lock or install new additional locks or bolts.

2. The LANDlord/ (Lessor) MAY not take Possession of or Remove Marjuna from the Premises and Amco will Be Contacted IN the event that is Necessary.

2. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose. If additional services are required it will be at the expense of the Tenant.
3. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved of in advance by Lessor.
4. Tenants to take necessary precautions in the storage of any hazardous noxious or offensive materials.
5. Tenant assumes all risks from theft or vandalism and agrees to keep its premises locked and insured for such risks as may be required.
6. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operations and safety of the Project and its occupants. Tenant agrees to abide by these and such rules and regulations as set by AMCO.

PP / PP

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INDEMNIFICATION

Lessors shall not be liable to Lessee or to any other person or persons for any injuries or death or for loss or damage to property (including property of Lessee) occurring on the Leased Premises from any cause whatsoever other than the fault or negligence of Lessors. Lessee agrees to indemnify and save Lessors harmless from all loss, damage, liability or expense (including expense of defending claims) relating to any action or alleged injury to or death or any person, or actual or alleged loss or damage to property caused by or resulting from any occurrence to the Leased Premises other than an occurrence resulting from the fault or negligence of Lessors, their agents or employees. **Lessee is required to apply as such on their insurance.**

Lessee shall not be liable to Lessors or to any other person or persons for any injuries or death or for the loss of damage to property (including property of Lessors) occurring on the Leased Premises from any cause whatsoever other than the fault or negligence of Lessee, their agents or employees.

PP / PP

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WAIVER

Neither the acceptance of rent nor any other act or omission of Lessors at any time or times after the happening of any event which would enable Lessors 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 Lessors of their 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 estop Lessors from promptly exercising any other option, right or remedy that they may have under any term or provision of this lease.

PP / PP

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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:

LESSORS:

Patrick & Patricia Philllips
29124 N. Cohoe Rd.
Kasilof, Alaska 99610

LESSEE:

Patrick Phillips (P W Cultivation)
29124 N. Cohoe Rd.
Kasilof, Ak. 99610

Or to such other respective addresses as either Lessors 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. PP / PP

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HOLDING OVER

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. PP / PP

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BENEFIT

Subject to the restrictions stated in Article 13 hereof, all the terms, conditions, covenants and agreement in this Lease Agreement shall extend to and be binding upon the Lessors and Lessee and 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. PP / PP

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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 neither 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. PP / PP

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INVALIDITY

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

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APPLICABLE LAW

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

SIGNATURES :

Patrick Phillips

P W Cultivation
Patrick Phillips

Patricia Phillips

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 24th day of October, 2018, before me and undersigned Notary Public in and for the State of Alaska, personally appeared **Patrick and Patricia Phillips,** known to me to be the persons named in the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein contained.

IN WITNESS HEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

NOTARY PUBLIC, State of Alaska
My Commission Expires: 9/30/2022

NOTARY PUBLIC
JANET M. KEENEY
STATE OF ALASKA
MY COMMISSION EXPIRES September 30, 2022

STATE OF ALASKA)
) ss.
THIRD JUDUCIAL DISTRICT)

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STATE OF ALASKA

THIS IS TO CERTIFY that on this 27th day of October, 2018 before me the undersigned Notary Public in and for the State of Alaska, personally appeared **P W Cultivation, Patrick Phillips**
0 known to me to be the person named in the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein contained.

IN WITNESS HEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

NOTARY PUBLIC, State of Alaska
My Commission Expires : 9/30/2022

NOTARY PUBLIC
JANET M. KEENEY
STATE OF ALASKA
MY COMMISSION EXPIRES September 30, 2022