REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated July 12th, 2018, by and between Alfred Hagen ("Landlord"), and Petrichor, LLC ("Tenant") Represented by Grant Anderson as the managing member. The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Petrichor, LLC (the "Premises") located at 3780 Leasure Street, Unit A, which encompasses the Warehouse Large North and 2nd Floor Unit areas of the property, and is located in Fairbanks, AK 99701.

TERM. The lease term will begin on December 15th, 2018 or within 60 days of the issuance of an AMCO license to Petrichor, LLC, whichever is later and will terminate on December 1, 2021 or three years after the lease inception date if later than December 15th, 2018 as defined above.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of four thousand and seven hundred dollars ($4,700.00) for the three-year Term starting December 15th, 2018 or at a later date as defined above. Payable in advance on the first day of each month. Landlord grants Tenant the option to renew this lease on an annual basis. Lease payments shall be made to the Landlord at 2207 State Rd, Bensalem, PA 19020 which address may be changed from time to time by the Landlord. Tenant shall notify its intent to renew the lease for an additional three (3) year term, at the rental rate of four thousand and seven hundred dollars ($4,700.00) 30 days prior to the expiration of the initial term.

SECURITY DEPOSIT. Tenant shall pay a deposit to Landlord, in trust, a security deposit of Five Thousand Dollars ($5,000) as security for the performance by Lessee of the terms under this Agreement and for any damages caused by Tenant or Tenants' agents to the Property during the Term of this Lease. Lessor may use part or all of the security deposit to repair any damage to Property caused by Tenant or Tenant's agents. Tenant is not limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Agreement, Lessee shall forfeit any deposit.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

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USE OF PREMISES. Tenant may use the Premises only for the manufacturing of marijuana product and all legal endeavors. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant'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 Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature. Tenant shall remain in compliance with the Marijuana Control Board regulations. Landlord shall not take control of the premise or marijuana product in the event Tenant abandons the property, Landlord agrees to immediately contact AMCO and local law enforcement and obtain guidance on how to handle any marijuana or marijuana product left in the premises.

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 Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:
Alfred Hagen
2207 State Rd
Bensalem, PA 19020

TENANT:
Petrichor, LLC
3780 Leasure Street, Unit A
Fairbanks AK 99701

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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.

ENTIRE AGREEMENT/AMENDMENT. This Lease 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 Lease. This Lease 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 Lease 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 Lease 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.

WAIVER. The failure of either party to enforce any provisions of this Lease 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 Lease.

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

GRANT ANDERSON
Manager/Petrichor LLC

ALFRED HAGEN Jr
Owner/3780 Leasure St

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