AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT ("Agreement") is made and entered into this 29th day of June, 2018, by and between MYONG SUK NELSON, ("Landlord") and BLACK RAPIDS, LLC ("Tenant").

Recitals

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated June 19, 2017, calling for the lease of real property commonly known as 721 Cloud Road, North Pole, Alaska 99705 ("Premises"), on a Three-Year Lease term to expire on June 30, 2020; and

WHEREAS, the Alaska Marijuana Control Board (MCB) requires commercial lease agreements for marijuana establishments to include disclaimers regarding landlord/lessor access to the licensed premises, and restrictions on the ability of landlords/lessors to take possession of, or remove, marijuana from the licensed premises;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Landlord acknowledges that, because the Premises is being utilized by Tenant as a marijuana cultivation facility, applicable laws and regulations require that a Tenant representative be present to serve as an escort to Landlord and Landlord's agents during any entry, and that Landlord will comply with Tenant's visitor policies at all times when accessing the Premises. In the event of any circumstances under which Landlord seeks to enter the premises and Tenant cannot be reached or does not provide access, Landlord shall contact the State of Alaska Alcohol and Marijuana Control Office (AMCO), or other relevant government authority, prior to any access of the Premises.

2. In the event of default by Tenant and any re-entry or re-possession of premises by Landlord, Landlord shall contact AMCO, or other relevant government authority, prior to any access of the Premises.

3. If Tenant abandons the Premises, is in default, or in the occurrence of any similar event causing Landlord to re-enter or take possession of the Premises, notwithstanding Landlord's right to remove personal property, Landlord shall not take into its possession or remove from the Premises any marijuana or marijuana product and shall contact AMCO, or other relevant government authority, for guidance.

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LANDLORD: Myong Suk Nelson

TENANT: Black Rapids, LLC

By:

Grant Anderson, Manager

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COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 19 day of June, 2017, by and between MYONG SUK NELSON whose address is PO Box 71244, Fairbanks, Alaska, 99707 (hereinafter referred to as "Landlord") and Black Rapids, LLC (hereinafter referred to as "Tenant"). It is understood that the owner of Black Rapids, LLC and its Registered Agent is GRANT ANDERSON who resides at 302 Cowles St, Fairbanks, Alaska, 99701. (253-310-5127)

ARTICLE I -GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant, and the Tenant does hereby lease and take from the Landlord, the property described below, together with, as part of the parcel, all improvements located thereon:

Lot 7 of CLOUD ESTATES, according to the plat files July 30th, 2004, as the Plat number 2004-96, Records of the Fairbanks Recording district, Fourth Recording District, Fourth Judicial District, State of Alaska; more commonly known as 721, Cloud Road, north Pole, AK, 99705

ARTICLE II – LEASE TERM

Section I. Total Term of Lease. The Term of this Lease Shall Begin on the commencement date as defined in Section 2 of this Article (II), and shall terminate on June 30, 2020

Section 2. Commencement Date. The commencement date is immediately following the signing of this document by both parties on June 19, 2017

ARTICLE III – EXTENSIONS

Tenant retains the right to renew this lease for two, 3 year terms with not more than a fifty percent increase in rents for each of those terms and dependent on the Tenant's and Landlord's satisfactory fulfillment of the terms of this lease . No verbal extensions will be made or considered valid.

ARTICLE IV – USE OF PREMISES

The premises shall be used by the Tenant to carry out the lawful cultivation of cannabis and limited extraction and manufacturing of products in accordance with the laws and regulations of the State of Alaska for purposes thereof for the sole use of the cultivation, extraction, and product manufacturing of

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cannabis plants and derived products as set forth in 3AAC 306.400 -306.408 and 3AAC 306.700 – 306.755 and for no other purposes.

Nothing herein shall give the Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sub-lessee, assignee, or licensee, which or who shall use the property for any other purpose.

ARTICLE V- COMPLIANCE WITH LAWS

The parties acknowledge that myriad regulations and local, state and federal laws and private persons shall govern the operation of Tenants use and that Tenant alone will be responsible for the compliance with all mandate and the requirements of any nature.

ARTICLE VI – TENANT'S DUTY TO COMPLY

Tenant's foregoing obligation shall encompass (I) all state and local laws and regulations from any government authority with jurisdiction over the Tenant's use, including but not limited to 3AAC 306.400-480 and 3AAC 306.700-755 and local zoning ordinances; and (ii) all federal laws to the extent those laws are not inconsistent with local and State laws allowing the Tenant to use the Leased Premises for the permitted use specified in Article IV above. The covenant to comply encompasses all applicable laws that become effective before and during the lease term as may be extended (collectively the "Mandates"), regardless of the cost of such compliance. Tenant's inability to comply with the Mandates shall be grounds for termination of lease.

ARTICLE VII – DETERMINATION OF RENT

Monthly rent for the term of the lease shall be one thousand five hundred dollars ($1,500.00) paid on the first day of each and every calendar month during the term hereof. Rent shall be paid in cash.

A late fee in the amount one hundred and fifty dollars ($150.00) shall be assessed if the payment is not received by the Landlord on or before the tenth day of each month.

ARTICLE VIII – SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of one thousand dollars ($1,000.00) as security for the full and faithful performance by the Tenant of all of the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of the lease, provided the Tenant has fully and faithfully carried out all of its terms. In the event of a bona fide sale or transfer of the Leased Premises the Landlord shall have the right to transfer the security deposit to be held under the terms of this lease, and the Landlord shall be released form any liability for the return of the security deposit.

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ARTICLE IX – TAXES

The Tenant is solely responsible for payment of all taxes associated with the leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in or on the leased Premises including specifically all of the taxes levied against the cultivation and production of products listed in Article IV herein.

The Landlord remains responsible for all property taxes.

ARTICLE X – UTILITIES

The Tenant shall pay for any and all utilities and expenses associated with the Leases premises and any activities associated with operation of said premises as covered in Article IV herein including but not limited to security guards, water, electricity, heat, etc.

ARTICLE XI – IMPROVEMENTS

The parties acknowledge that improvements to the property must continue in order to improve its ability to function as a business covered in article IV herein.

a. Tenant shall at its sole expense but with the good faith and reasonable cooperation continue to secure all permits and other approvals required to make such alterations.
b. Tenant is not entitled to reimbursement for any alterations or improvements to the property unless such reimbursement is agreed upon by the Landlord in writing.
c. Landlord Agrees to reimburse the Tenant for the installation of a functional septic system to be (a) reimbursed over the course of the lease term as reduced monthly payments and (b) all work must be completed by a licensed and bonded contractor and (c) any expenses incurred that exceed $8,000.00 dollars will be the sole responsibility of the Tenant
d. The Tenant must remove at its sole expense any and all alterations that Landlord designates for removal at the end of the lease term.

All alteration plans must be approved by Landlord prior to implementation. During its implementation, Tenant must keep in effect, at its sole cost, a policy of builder's risk and liability insurance in a sum equal to three times the amount expended on construction. All risk or damage to the alterations during the course of construction shall be on the Tenant and be payable to the Landlord.

Tenant shall cause all contracts for alterations to be fully and completely performed in a good and workmanlike manner, all to the effect that the alterations shell be fully and completely constructed and installed in accordance with good engineering and construction practice and shall ensure no liens exist against such alterations at the time of completion. Tenant shall indemnify and hold the Landlord harmless for all costs and expenses including attorney's fees associated with any liens placed against the construction of said alterations and such costs and expenses shall be payable by the Tenant with the months regular monthly rent as additional reimbursable expenses to the Landlord by Tenant.

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ARTICLE XII – REPAIRS

Tenant shall repair and maintain the leased premises in good order and condition except for the reasonable wear and tear. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises and that such alterations will be removed and the Leased Premises returned to its original state at the time of the termination of the lease.

ARTICLE XIII – DAMAGE TO PROPERTY

NOTWITHSTANDING AND CONTRARY PROVISIONS OF THIS LEASE, Landlord shall not be responsible for any loss of or damage to the property of Tenant or of others located on the Leased Premises except where caused by the willful act of omission or negligence of the Landlord, or the Landlord's agents, employees, or contractors.

ARTICLE XIV – INSPECTION OF PREMISES

Landlord will be afforded the opportunity, within reason, to inspect the facilities and the conduct of business installed by the Tenant in order to ensure to his own piece of mind that business is being conducted in good faith. Landlord must be escorted at all times while on the premises in order to comply with State regulations.

ARTICLE XV – INSURANCE

With respect to the leased premises, Tenant shall maintain at all times and at its sole expense liability insurance with limits of not less than one million dollars for injury or death from one accident and $150,000.00 property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property as a result of accident, fire, theft, criminal mischief, etc., on or about the Leased Premises. A copy of this policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancelled during the term of this lease.

In the event of damage to or destruction of the leased premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purpose s hereinafter stated to any institutional first mortgages or to Landlord and Tenant jointly if no institutional mortgage company holds an interest in the leased premises. All proceeds shall be placed into a trust for the repair, replacement, or restoration or any combination thereof, of the leased premises or of the improvements in the leased premises.

In the event of total damage or destruction the settled funds from insurance claims will go to the Landlord.

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ARTICLE XVI – REPAIR AND RESTORATION

It shall be solely the Landlord's option to rebuild or restore the Leased Premises should catastrophic damage or destruction occur as a result of an insurance claim event. Should the Landlord elect not to rebuild or restore the Leased Premises, this lease shall terminate and the Tenant shall be entitled to reimbursement of the security deposit.

ARTICLE XVII – SURRENDER AND DISPOSAL

Tenant covenant to comply with all applicable mandates shall apply equally to dismantling Tenant operations at the end of the term and surrender of the leased premises. Tenant hereby covenants to dispose, according to mandates, all unused inventory, refuse, and scrap materials and thereafter to clean to commercially acceptable standards (including sterilization of impermeable surfaces, wall to wall and ceiling to floor) all floors, walls, immovable fixtures, and air ducts serving the premises. Landlord shall not return the Security Deposit to Tenant until an inspection of the Leased Premises discloses that that the above cleaning and disposal and removal of alterations required in Section XII above have been completed.

ARTICLE XVIX – EARLY TERMINATION

Landlord shall have the right upon Landlord's sole election, upon five days prior written notice to Tenant or, if sooner, upon the effective date of court order, to terminate this lease in the event of any of the following early termination causes.

- The seizure by any government authority seeking forfeiture of the building housing the premises; whether or not the court proceeding has actually commenced.
- The entry of judgment whether final or not that has the effect of establishing the Tenant's use of the Leased Premises or common area constitutes a public or private nuisance.
- Commencement of an action under any federal, state, or local law or regulation seeking remediation of the Leased Premises or any portion of the building housing the Leased Premises as a result of a violation by the Tenant of any mandate pertaining to environmental sensitivity or commission of waste, irrespective of Tenant's intent and course of action following commencement.
- A final appealable judgement having the effect of establishing that Tenant's operation violates Landlord's contractual obligations(i) pursuant to any private covenants of record restricting the Landlord's building housing the Leased Premises, (ii) good faith and fair dealing to any third party including other tenant or of any other projects in the Leased Premises, and (iii) pursuant to its obligation under the mortgage agreement with the Landlord's bank.
- An event that (i) requires closure of the building for more than 180 consecutive days for remediation of materially adverse circumstances created by the Tenant's use of the Leased Premises or for more than 210 consecutive calendar days within a 360-consecutive day period, or (ii) causes Tenant's insurance carrier to cancel all coverage on the building housing the Leased Premises.

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ARTICLE XX – INDEMNIFICATION

Tenant shall indemnify and hold the Landlord harmless from and against:

- All claims arising from or in connection with the conduct or management of the lease of the premises or of any business therein, or any work or thing whatsoever done, or any condition created other than by the Landlord in or about the Leased Premises during the term of the lease;
- Any act, omission, or negligence of tenant or any of its employees or contractors;
- Any accident, injury or damage whatsoever occurring in, at, upon, or immediately surrounding the leased premises; and
- Any breach or default by the Tenant in the full and prompt payment and performance of the Tenant's obligations under the lease. Further, Tenant shall indemnify and hold the Landlord harmless form any damage done to the building, common areas and surrounding premises as a result of robberies, break ins, and burglaries; criminal prosecution, forfeiture, seizures, and other events cause as a direct result of the use of the premises as outlined in Article IV above.

In addition to the above, Tenant agrees to indemnify and hold the Landlord from and against damages and losses Landlord incurs as a result of an early termination event.

Tenant accepts sole responsibility for any determinations of damage or injury resulting from the operation of the premises as a cannabis cultivation facility beyond the expiration of the lease and settling of debts if it is found that such damage or injury is a result of said use. These damages can include but are not limited to, fire from electrical upgrades, Injury from facility upgrades, and/or damage to property such as groundwater contamination, hazardous waste, etc.

ARTICLE XXII – ENTIRE AGGREEMENT

This instrument carries the entire and only agreement between the parties, and no oral statements or representations or prior written matters not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed under oath by both parties.

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STATE OF ALASKA)

)SS.

FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 19 of June, 2017, before me, the undersigned notary public, personally appeared Myong Suk Nelson, known to me to be the identical person mentioned in and who executed the within and foregoing Commercial Lease Agreement, and she has acknowledged to me that she signed said instrument freely and voluntarily, for the uses and purposes therein mentioned.

Myong Suk Nelson
Landlord

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, this 19 day of June, 2017.

STATE OF ALASKA
NOTARY PUBLIC
Kimberly A. Wright
My Commission Expires February 7, 2017.
2/24/21

Notary Public in and for Alaska
My Commission expires 2/24/21

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STATE OF ALASKA)

)SS.

FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 19th of June, 2017, before me, the undersigned notary public, personally appeared Grant Anderson, known to me to be the identical person mentioned in and who executed the within and foregoing Commercial Lease Agreement, and he has acknowledged to me that he signed said instrument freely and voluntarily, for the uses and purposes therein mentioned.

Grant Anderson, Owner/Registered Agent
Black Rapids, LLC

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, this 19 day of June, 2017.

STATE OF ALASKA
NOTARY PUBLIC
Kimberly A. Wright
My Commission Expires February 7, 2017
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Notary Public in and for Alaska
My Commission expires 2/24/21

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Lease Addendum.
Payment of Land Tax Increases due to Tennant Activities
01 July, 2018

Black Rapids LLC (Tennant) Acknowledges that commercial activities conducted at its 721 Cloud Road facility have lead to an increased valuation by the Fairbanks North Star Borough and a subsequent increase in land Taxes due to be paid by Myong Suk Nelson (Landlord).

Tennant agrees to pay for any land taxes in excess of the 2017 accessed taxes of 1,144.24 Dollars for the property at 721 Cloud Road starting with Fiscal Year 2018.

GRANT ANDERSON (Black Rapids LLC)

Myong Suk Nelson (Landlord)

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