Commercial Sub-Lease Agreement

THIS SUBLEASE AGREEMENT is entered into on 09-30, 2019 by and between The Happy Farmer, LLC, with an address of 910 West International Airport Rd Suite A, Anchorage, AK 99518, and T&D Resources, LLC currently located at 910 West International Airport Rd Suite B,Anchorage, AK 99518 (the "Parties").

FOR VALUABLE CONSIDERATION, the Parties agree to the following terms and conditions.

1. Premises. The Happy Farmer, LLC hereby subleases to T&D Resources, LLC for the term specified below, and upon all of the conditions set forth herein, that certain real property, including all improvements thereon, commonly known by the street address of 910 West International Airport Rd Suite B, Anchorage, Alaska 99518. This includes sole access and use of retail space in suite B as well as shared use of bathroom, garage, and entryway.

2. Term. This Sublease shall commence on September 1, 2019 and end on April 30, 2021 unless sooner terminated pursuant to any provision hereof. If T&D Resources does not get approval for Retail Marijuana License by the State of Alaska, this sublease will be not be executed and will become null and void. T&D Resources shall have the option to renew this sublease for one term of five years. Each new term shall be agreed upon and executed 120 days prior to expiration of existing terms.

3. Rent. T&D Resources shall pay to The Happy Farmer for the Premises equal monthly payments of $2500 on or before the 1st day of each month. First months rent will not be due to The Happy Farmer, LLC until 60 days after business operations begin.

4. Security Deposit. A Security Deposit in the sum of $2500 will be payed to The Happy Farmer, no later than 90 days after the business operations begin.

6. Use.

(a) Agreed Use. The retail space shall be used and occupied only for retail cannabis sales and for no other purpose. The shared garage may be used for parking, storage of non-marijuana items, and to access employee bathroom

(b) Compliance. Sublessor warrants that the improvements on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances in effect on the commencement date. Said warranty does not apply to the use to which Sublessee will put the Premises or to any alterations or utility installations made or to be made by Sublessee. NOTE: Sublessee is responsible for determining whether or not the zoning is appropriate for its intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, or in the event that the applicable requirements are hereafter changed, the rights and obligations of Sublessor and Sublessee shall be as provided in the Master Lease (as modified in Paragraph 7 of this Sublease).

(c) Acceptance of Premises and Lessee. Sublessee acknowledges that (i) it has been advised to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with all applicable requirements) and their suitability for Sublessee's intended use; (ii) Sublessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; and (iii) neither Sublessor, Sublessor's agents, nor any broker has made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease. In addition, Sublessor acknowledges that it is Sublessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

7. Master Lease.

(a) Sublessor is the lessee of the Premises by virtue of a lease, (the "Master Lease"), a copy of which is attached hereto, wherein Midnight Commercial Investments is the lessor, ("Master Lessor").

(b) This Sublease is and shall at all times be subject and subordinate to the Master Lease.

(c) The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is

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used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

(d) During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease (the "Sublessee's Assumed Obligations"). The obligations that Sublessee has not assumed under this Paragraph 7 are hereinafter referred to as the "Sublessor's Remaining Obligations".

(e) Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

(f) Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

(g) Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any party to the Master Lease.

8. Assignment of Sublease and Default.

(a) Sublessor hereby assigns and transfers to Master Lessor the Sublessor's interest in this Sublease, subject to the provisions of this Paragraph 8.

(b) Master Lessor, by executing this document, agrees that until a default occurs in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor defaults in the performance of its obligations to Master Lessor, then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from Sublessee, be deemed liable to Sublessee for any failure of Sublessor to perform and comply with Sublessor's Remaining Obligations.

(c) Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

(d) No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

9. Consent of Master Lessor.

(a) In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor, then this Sublease shall not be effective unless, within ten (10) days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this subletting.

(b) In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third Parties, then neither this Sublease nor the Master Lessor's consent shall be effective unless, within ten (10) days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

(c) In the event that Master Lessor does give such consent then:

(i) Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

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(ii) The acceptance of Rent by Master Lessor from Sublessee or anyone else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(iii) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(iv) In the event of any default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or anyone else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

(v) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor or anyone else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(vi) In the event that Sublessor should default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other defaults of the Sublessor under the Sublease.

(d) The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

(e) Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

(f) In the event that Sublessor defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any default of Sublessor described in any notice within ten (10) days after such service of such notice of default on Sublessee. If such default is cured by Sublessee, then Sublessee shall have the right of reimbursement and offset from and against Sublessor.

11. Attorney 's Fees. If any party named herein brings an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the Court.

12. Additional Provisions. T&D Resources is liable for one half of all the utilities each month. Execution of this will not begin until 60 days after business operations begin and will be null and void if business is not approved for retail license.

Lessor(s) "The Happy Farmer," and "Midnight Commercial Investments" both agree that they will not take possession of or remove any marijuana or marijuana product from the premises. Should lock-out, or abandonment occur, or FED action become necessary, AMCO will be notified immediately.

13. Governing Law. This Sublease shall be governed by the laws of the State of Alaska Any disputes hereunder will be heard in the appropriate state and federal courts located in the State of Alaska.

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Executed at: Anch, AK

On: 9·30·19

Address: 910 W. Int'l Airport Rd. #B
Anch, AK

Sublessor: HAPPY FARMER

By:

Printed Name: Lori Brandt

Title: mgr

Executed at: Anch, AK

On: 9·30·19

Address: 11900 S. Lewis Loop
WASILLA, AK
99623

Sublessee: Mile High Alaska LLC

By: Travis E Owen

Printed Name: Travis E Owen

Title: ~~Owen~~ Member Manager LLC

Consented to:

By:

Printed Name: ROBERT SWANSON

Title: PRESIDENT

On:_____

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LEASE AGREEMENT

THIS LEASE, made in Anchorage, Alaska, this 1st day of May, 2018 between Midnight Commercial Investments, Incorporated, hereinafter referred to as "Lessor", and The Happy Farmer, LLC, hereinafter referred to as "Lessee".

WITNESSETH:

1. Personal Guarantee. The sole principal of Lessee The Happy Farmer, LLC is Lori Brandt, who pledges her personal guarantees of each and every term of this Lease as additional security.

2. Description of Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor on the terms, covenants, and conditions as set forth herein, those premises described in Exhibit "A", attached hereto, and by this reference incorporated herein (hereinafter referred to as the "Premises").

3. Business Purpose. The Premises are to be used for the purpose of conducting therein a Marijuana Retail store and small grow ability, also selling CBD, Cannabis Accessories, and Pull Tabs and for no other business or purpose, without the written consent of Lessor, which will not be unreasonably withheld.

4. Tenant Compatibility. Lessor agrees not to lease the adjoining east half of the building (Lot 7 Block A Sperstad) to another cannabis related business.

5. Term. The term of this Lease shall be for 36 months and shall commence on the 1st day of May, 2018, and end on the 30th day of April, 2021 inclusive. Lessee shall have the option to renew this Lease for one term of five years, each term to be upon the same terms and conditions specified in this Lease except that the rental rate shall be as per Exhibit "B". As conditions precedent to Lessee's right to renew this Lease beyond the initial term, Lessee shall not be in default in any of its obligations in this Lease and shall notify Lessor of its intent to renew at lease 120 days prior to the expiration of the existing term.

6. Rent. Lessee Covenants and agrees to pay Lessor, as rental for said Premises, a monthly rental of (see Exhibit "B"), in lawful money of the United States in advance on the 1st day of each calendar month of the Lease term, the first month of which is payable to Lessor at the address specific in Exhibit "B" or at such other place as Lessor may hereinafter designate. The rent quoted is exclusive of any sales, franchise, business, occupation or other taxes based on rents, and should any such taxes apply or be enacted during the term of this Lease, the rent shall be increased by such amount.

7. Security Deposit. Lessee will continue to hold Lessor's deposit in the sum of $4,000.00 as Security for the full performance of all of the provisions of this Lease, upon Lease execution. If at any time during the Lease term, or the Lease term as it may be extended, Lessee shall default in payment of rent or any other sum due Lessor as additional rent,

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Lessor may appropriate all or part of the deposit to repair damages to the Premises caused by Lessee or defray any and all reasonable expenses incurred by Lessor in cleaning the Premises upon the termination of the tenancy. Upon use of any part or all of the deposit, Lessee shall pay to Lessor, on demand, a like sum as additional security. If Lessee shall otherwise, such sum shall be repaid to Lessee within thirty (30) days after the expiration or termination of this Lease.

8. Utilities. Lessee covenants and agrees to pay all charges for electricity, individual janitorial, telephone, refuse, gas and any water usage above a 12 month running average.

9. Acceptance of Premises. Lessee hereby accepts the premises in their condition existing as of the day of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by an exhibits attached hereto.

10. Repairs and Care of Premises.

a) Lessee will permit no waste, damage or injury to the Premises. Lessee, at its sole cost and expense, will keep all drainage pipes free and open and will protect water, heating and other pipes serving the Premises so that they will not freeze or become clogged, and will repair all leaks, and will also repair all damages caused by leaks by reason of Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing serving said Premises. Lessee shall at all times use said Premises in accordance with, and comply with, the laws of the State of Alaska and ordinances of the appropriate city in which said Premises are located, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of said city, at the sole cost and expense of Lessee. At the expiration or sooner termination of this Lease, Lessee will quit and surrender the Premises in a neat and broom-cleaned condition, and will deliver all keys belonging to said Premises to Lessor or Lessor's agent. Should Lessee fail to tender possession of the Premises to Lessor as provided herein, Lessor shall have the right to perform any work necessary to put said Premises in a broom-clean condition, at Lessee's expense, and Lessee agrees to reimburse Lessor for such cost.

b) Lessee will replace any glass of all windows as may become cracked or broken. Except for damage by fire, windstorm or acts of God, Lessee will, at his sole cost and expense, keep and preserve the Premises including, but not limited to , the interior partitions, doors, fixtures, serving the Premises, and equipment (including lighting, heating, and plumbing fixtures) in as good repair as they were at the commencement of the original lease term; provided, this responsibility shall not apply to roofs or structural portions of the exterior walls and foundation, unless the damage is caused by the negligence of Lessee, its agents, employees or designates. Lessor agrees to keep the basic building structure of the Premises, including the roof, roof supports, foundation and structural

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supports, exterior and support walls, structural portion of the floors, skylights, utility supply lines, gutters, downspouts and exterior doors, plus all structural heating, electrical and mechanical equipment in good repair during the Lease term. Lessee shall keep the balance of the Premises, including the interior, in good order and repair except for those items enumerated above as the responsibility of the Lessor.

c) In the event of emergency, Lessor may expend a sum not to exceed Two Thousand Dollars ($2,000.00) per occurrence for Lessor's account in satisfaction of Lessor's obligation contained in this Section 12(b), and in the event Lessor does not pay to Lessee the amount expended by less concerning such emergency repairs with fifteen (15) days of billing, Lessee may deduct the amount unpaid from the next install of rent coming due. Lessee agrees not to commence emergency repairs pursuant to this paragraph until after Lessee has made reasonable efforts to secure Lessor's approval by phone. Such approval to be obtained from Lessor directly.

11. Alterations.

a) Lessee agrees not to make any interior alterations, additions, or improvements to the Premises exceeding $5,000 without the written consent of the Lessor first being obtained. Lessee may, at the expiration of this Lease, or any extension or renewal thereof, remove all of its equipment, personal property and trade fixtures, provided Lessee restores the Premises to their former condition.

b) Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee, which claims are or may be secured by a mechanic's or materialmen's lien against the Premises or any interest therein. If Lessee disputes the lien, it must secure a bond to release Lessor and Lessor's property from the lien, and Lessee hereby agrees to personally indemnify Lessor for any and all costs incurred by Lessor as a result of said lien claim. Lessee shall give Lessor not less than ten (10) days notice prior to the commencement of any work in the Premises, and Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law.

c) All permanent alterations, improvements, additions and utility installations, which may be made on the Premises, shall become the property of the Lessor and remain upon and be surrendered with the Premises at the expiration of the Lease term. Notwithstanding the provisions of this Paragraph, Lessee's machinery and equipment, other than that which is affixed to the Premises, shall remain the property of Lessee and may be removed by Lessee subject to the provisions of this Paragraph.

12. Parking. Lessee has the right to mark the parking areas and supply signage at Lessee's expense that will reserve parking for Lessee's customers to the exclusion of anyone associated with the adjoining east half of the building. Such delineation of the space will not interfere with snow plowing.

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13. Accidents. All personal property kept on said Premises shall be kept at the risk of the Lessee. Lessor shall not be liable for theft, either to person or property, sustained by Lessee or others, except as occasioned by the neglect of Lessor, or Lessor's agents.

14. Use. Lessee shall continuously conduct and carry on in said Premises, during normal operating hours, the business for which said Premises are leased, and shall not use the Premises for illegal purposes. Lessee agrees that no stock of goods will be carried, or anything done in or about the Premises which will increase the present rate of insurance. The rental contained herein is predicted on, among other things, Lessor's existing insurance premiums, and in the event that the Lessee's usage shall cause an increase in the insurance rate or rating, then in that event, Lessee shall pay for any resulting increase. Lessee shall not commit or allow to be committed any waste upon the Premises or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other tenants in the adjoining Premises.

15. Liens and Insolvency. Lessee shall keep the Premises and the property on which the lease Premises are located, free from any liens arising out of any work performed, material furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then Lessor may cancel this Lease at Lessor's option.

16. Assignment and Subletting.

a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises, without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease.

b) Regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to pay rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of an assignment or subletting under any circumstances, the assignee or sub Lessee's occupancy shall be deemed pursuant to the terms herein.

17. Indemnification.

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a) Lessee shall defend and indemnify Lessor and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney's fees, arising from any act,

omission, or negligence of Lessee or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in or about the Premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises; provided that the foregoing provisions shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence of Lessor, or of any agent of Lessor.

b) Lessor shall defend and indemnify Lessee and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney's fees, arising from any act, omission, or negligence of Lessee or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessor in or about the Premises, or arising from any accident, injury, or damage, howsoever and by whomsoever cause, to any person or property, occurring in or about the Premises; provided that the foregoing provisions shall not be construed to make Lessor responsible for loss, damage liability or expense resulting from injuries to third parties caused by the negligence of Lessee, or of any agent of Lessee.

18. Destruction of Premises. In the event of partial destruction of the Premises by fire, earthquake, war, or any other casualty, Lessor shall forthwith repair the same and such other portions of the building containing the Premises as are necessary to the use of the Premises, provided such repairs can, with ordinary efforts, be made within one hundred and eighty (180) days after such partial destruction; there shall be a proportionate rent reduction, based on the extent the Premises are not tenantable, while such repairs are being made. If repairs cannot be made within a reasonable period, this Lease maybe terminated at the option of either party. If the Premises are completely destroyed, or if such other portions of said building cannot, after destruction, be restored to use pending permanent repair, this Lease shall terminate, with no further monetary obligation on behalf of the Lessee.

19. Condemnation. If all of the Premises or such portion of any building wherein the Premises may be located as may require for any reasonable use of the Premises, is taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the Premises and all rentals shall be paid to that date. In case of a taking of a part of the Premises, or a portion of any building wherein the leased Premises may be located, not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the portion by which the floor area of the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor

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reserves all rights to damages to the Premises for any taking by eminent domain. Lessee shall have the right to claim and recover from the condemning authority compensation for any loss which Lessee may be put for Lessee's moving expenses and for the interruption of or damage to Lessee's business.

20. Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Lessee contained in the Premises or elsewhere.

21. Notices. All notices to be given by the parties hereto shall be in writing and may either be served personally or deposited in the United States mail, postage prepaid, by either registered, certified or regular mail with certificates of mailing obtained; and if to be given Lessor, to be addressed to Lessor at the address specified herein, or, if to be given Lessee, may be addressed to Lessee at the leased Premises or the address specified herein.

a) LESSOR'S ADDRESS: 1503 W. 33rd Avenue, Suite 204, Anchorage, AK 99503.

b) LESSEE'S ADDRESS: c/o The Happy Farmer, LLC, 910 West International Airport Rd., Anchorage, AK 99518

22. Signs. All signs or symbols placed in the windows or doors of the Premises, or upon any exterior part of the building by Lessee, shall be subject to the prior written approval of Lessor, which approval shall not be unreasonably withheld. Lessor agrees not to interfere with The Happy Farmer, LLC trademark designs. Any sign so placed on the Premises shall be so placed upon the understanding and agreement that Lessee with remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises caused thereby, and if not so removed by Lessee, then Lessor may have same removed at Lessee's expense. The expense for installation, maintenance, and removal of Lessee's signs shall be borne by Lessee. Lessee to comply with all applicable codes and bear all cost for permits and related expenses. Lessee has Lessor's permission to utilize the existing pylon sign for its The Happy Farmer, LLC lighted sign and a reader board beneath it.

23. Lessee's Default. If Lessee at any time during the term of this Lease (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings in law, inequity or before any administrative tribunal, which have or might have the effect of preventing Lessee from complying with the terms of this Lease) shall: (A) fail to make payment of any installment of rent or of any other sum herein specified to be paid by Lessee, or (B) fail to observe or perform any of Lessee's other covenants, agreements or obligations hereunder, and if any such default shall not be cured (a) within five (5) days after such failure to make payment, or (b) within ten (10) days after Lessor shall have given to Lessee written notice specifying a non –monetary default, Lessee

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shall not have commenced to cure such default and proceed diligently to cure the same, or (1) 11 U.S.C. 701, et seq.; or (2) or a voluntary petition under any other provision of said Bankruptcy Act; or (3) if Lessee finally and without further possibility of appeal or review is adjudicated as bankrupt or insolvent; or (4) has a receiver or a Trustee Retail appointed for all or substantially all of its business or assets on the ground of Lessee's insolvency; or (5) has itself appointed as debtor-in-possession in a proceeding for a reorganization or an arrangement; or (6) files a petition or a petition is filed, seeking any relief under the Bankruptcy Act of the United States, or any other act of the United States or any state having the same general purposes; or (7) if Lessee shall make an assignment for the benefit of its creators, then in any such event, Lessor shall have the right at its election, then or at any time thereafter, and while such default, defaults or events shall continue, to give Lessee notice of Lessor's intention to terminate this Lease and all Lessee's rights hereunder, on a date specified in such notice which date shall not be less than ten (10) days after the date of giving of such notice, and on the date specified in such notice, the term of this Lease and all rights granted Lessee hereunder shall come to an end as fully as if the Lease then expired by its own terms, and Lessee hereby covenants peaceable and quietly to yield up and surrender to Lessor said Premises and all structures, buildings, improvements and equipment located thereon, and to executed and deliver to Lessor such instrument or instruments as shall be required by Lessor as will properly evidence termination of Lessee's rights hereunder or its interest therein. In the event of

termination of this Lease as in this paragraph above provided, Lessor shall have the right to repossess the Demised Premises and such structures, building, improvements and equipment, either with process of law or through any form of suit or pro ceding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of Lessee, including damages for rent not then accrued. Lessor shall also have the right, without resuming possession of the Premises or terminating this Lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder.

24. Cost Upon Default. In the event either party shall be in default in the performance of any of its obligations under this Lease and an action shall be brought for the enforcement thereof, the losing party shall pay to the other all the expenses incurred therefore, including reasonable attorney's fees.

25. In the event either party shall without default on its part be made a party to any litigation commenced by or against the other, then such other party shall pay all costs and reasonable attorney's fees incurred or paid by such party in connection with such litigation.

26. Default By Lessor. Should Lessor default in the performance of any covenant or agreement herein, and such default continue for thirty (30) days after receipt by Lessor of written notice thereof from Lessee (except as otherwise provided herein), or if the default of Lessor

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is of a type which is not reasonably possible to cure within thirty (30) days, if Lessor has not commenced to cure said default within said thirty (30) day period and does not thereafter diligently prosecute the curing of said default to completion (except as otherwise provided herein), in the event Lessor's default is of a type which can be cured by the payment of money, Lessee may pay any sums necessary to perform any obligation of Lessor hereunder and deduct the cost thereof, with interest ant the highest rate not prohibited by law at the date of Lessee's payment of said sums from the date of Lessee's payment to the date of Lessee's reimbursement, from rents due and to become due hereunder.

27. Late Charges. If any installment of rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within five (5) days after such amount shall be due, Lessee shall pay to Lessor a late charge as liquidated damages equal to 5% of the total payment due and $100.00 for any such check returned "NSF". The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, not prevent Lessor from exercising any of the other rights and remedies granted hereunder.

28. Lessor's Consent and Waiver. Whenever Lessor's consent is required under the terms hereof, such consent shall not be unreasonably withheld.

29. No waiver by Lessor or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

30. Removal of Property. In the event of any entry in or taking possession of the Premises as aforesaid, Lessor shall have the right, but not the obligation, to remove from the Premises all personal property located therein, and may store the same in any place selected by Lessor, including, but not limited to, a public warehouse, at the expense of the owner thereof, with the right to sell such stored property, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the costs of such sale, second to the payment of charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof, the balance, if any, to be paid to Lessee.

31. Heirs and Successors. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

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32. Holdover. If Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated by written notification to Lessee from Lessor at least thirty (30) days prior to the effective date of the termination. During such tenancy, Lessee agrees to pay to Lessor the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants, and conditions as herein specified, so far as they are applicable.

33. Subordination. This Lease is subject to and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the Premises or the property of which said Premises are a part. Lessee agrees to execute, at no expense to Lessee, any instrument which may be deemed necessary by Lessor to further effect the subordination of this Lease to any mortgage, deed of trust or encumbrance.

34. Liability Insurance. Lessee shall, at Lessee's sole cost and expense, obtain and keep in force during the term of this Lease, a policy of comprehensive public liability insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy, or maintenance of the leased Premises, and any other areas under Lessee's control. Such insurance policy shall be in the amount of not less than $1,000,000.00 for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure Lessor and Lessee against liability for property damage of at least $100,000.00. In the event that the Premises constitute a part of a large property,said insurance shall have a Lessor's Protective Liability endorsement attached thereto.

    If Lessee shall fail to procure and maintain said insurance, Lessor may, but shall not be required to, procure and maintain the same, but at the expense of the Lessee. Lessee's liability is not limited to the coverage provided for under any insurance policy or policies.

35. Insurance Policies. Insurance required to be carried by Lessee shall be in companies rated AAA or better in "Best's Insurance Guide". Lessee shall deliver to Lessor copies of policies of liability insurance required under Paragraph 37 or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Lessor. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to Lessor. Lessee shall, within ten (10) days prior to expiration of said policies, furnish Lessor with renewals or "binders" thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee on demand. Lessee shall not do, or permit to be done, anything which shall invalidate any insurance policies required to be provided by Lessee under this Lease. The delivering of insurance policies to Lessor as herein required shall not operate as a waiver by Lessor of any obligations of Lessee in the event that said policies do not provide the coverage herein required to be maintained by Lessee.

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36. Costs and Attorney Fees. If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rents or possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorney's fees in such suit, and such attorney's fees shall be deemed to have accrued on the commencement of such action.

37. Estoppel Certificate. Lessee shall at any time upon on less than ten (10) days prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing in a similar form of Exhibit "C" (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by a prospective buyer or encumbrancer of the Premises. Lessee (1) that this Lease is in full force and effect, without modification except as may be represented by Lessor, and (2) that there are no uncured defaults in Lessor's performance, and (3) that not more than one month's rent has been paid in advance.

38. Binding Effect – Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Lessee, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Alaska.

39. Incorporation of Prior Agreements – Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

40. Covenants and Conditions. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

41. Lessor's Access. Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, or lender, and making such alterations, repairs, improvements, or additions to the Premises or to the building of which they are a part as Lessor may deem necessary or desirable upon reasonable notice. Lessor may at any time place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Lessee.

42. Janitorial. Lessee is responsible for keeping the Premises in a neat and clean condition and agrees to provide and pay for janitorial services.

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43. Collateral Assignment of Subleases. As additional security for the prompt payment of the rent herein reserved to Lessor, and for the faithful performance and punctual observance of all of the other covenants and conditions herein contained to be performed or observed on Lessee's part, Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to any sublease which may be made by Lessee or any assignments of Lessee's interest affecting the Premises, or any part thereof, and in and to the rents due or to become due under the terms of any such subleases or assignments.

EXECUTED at Anchorage, Alaska this 1th day of May, 2018.

LESSOR: Midnight Commercial Investments, Incorporated

Robert Swan President

LESSEE: The Happy Farmer, LLC Alaska

By: _____

Its: _____

LESSEE'S PERSONAL GUARANTEE:

Lori Brandt _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

Sperstad Block A Lot 8

aka 910 West International Airport Road, Anchorage, Alaska 99518

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EXHIBIT "B"

RENTAL RATE AGREEMENT

LEASE RATE; RENT PAYMENTS:

Months 1 and 2 (May and June of 2018)x 4000 square feet @ $0.00 per square foot = $0.00 per month.

Months 3 thru 9 (July through December 2018) x 4000 square feet @ $1.00 per square foot = $4,000.00 per month.

Months 10 thru 21 (January through December 2019) x 4000 square feet @ $1.25 per square foot = $5,000.00 per month.

Months 22 thru 36 (January 2021 to April 2021) x 4000 square feet @ $1.35 per square foot = $5,400.00 per month.

Rate caps at $5,400.00 per month until the expiration of the first option rate.

Lease payments will continue uninterrupted beginning July, 2018.

Lease Payments to be made to: Midnight Commercial Investments, Incorporated, 1503 W. 33rd Avenue, Suite 204, Anchorage, Alaska 99503

OPTION RATE:

Option rate to be negotiated by both parties one hundred and twenty (120) days prior to the expiration of the Lease. It is agreed that the guideline will be the net change in the CPI for Anchorage between the date of execution of this Lease and the date of renewal, using the most

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recent available economic data for both dates. Any extension will be calculated using the same method.

Lessor has first right of refusal to purchase building if during her lease the owners decide to sell the building at fair market value.

1st Amendment to Lease:

I, ROBERT SWANSON, landlord/lessor, acknowledge and consent to this property, or portions thereof, being utilized as a licensed and lawful marijuana establishment.

I do declare that I will not take possession of or remove any marijuana or marijuana product from the facility, and, should lock-out, abandonment, or FED action become necessary, I shall notify AMCO via email.

MIDNIGHT Commercial Investments, INC

Signed this 19th day of June, 2019 by: ~~ROBERT SWAN~~ ~~landlord~~/lessor president

Agreed to by

Lori Brandt, tenant/lessee on this 19th day of June, 2019

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