LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into and made effective as of the 1st day of March, 2018 ("Effective Date") by and between West, Inc., Corporation, with a principal office address of 49190 Tote Rd Soldotna, AK 99669-9158 (the "Landlord") and West Made, LLC a Alaska Corporation DBA Mary's Garden, with a principal office address of 50110 Sterling Hwy Soldotna, AK 99669-9158 (the "Tenant"). Collectively, Landlord and Tenant shall be known as "Parties" to this Lease and in the singular, each shall be referred to as a "Party" to this Lease.

WHEREAS, Tenant desires to lease from the Landlord, the Leased Premises (as defined below), subject to the terms and provisions set forth in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants as stated herein, the Parties each agree to the terms and conditions of this lease.

1. **Lease of Leased Premises.** Subject to the terms and provisions set forth in the Lease, in consideration of the payment of the Rent (as defined below); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described leased premises situated in Soldotna, Alaska, and legally described as follows:

   50110 Sterling Hwy Soldotna, AK 99669-9158 ("Leased Premises.").

2. **Term**: The term of this Lease shall be for One Hundred Twenty (120) months, with the tenth year subject to the conditions set forth below (the "Term"). The term shall commence on the date of execution of this Agreement (the "Commencement Date").

3. **Conditional and Base Rent**: Tenant shall pay to Landlord throughout the Term of this Lease the monthly rent ("Base Rent") on the first (1st) day of each month, as follows: Conditional Rent will commence when all State and Local licenses have been granted for operation. Conditional Rent shall be $1.00 U.S. Dollars per month for the 30-day period following the "Commencement Date." Upon Opening Day, Base Rent shall start which shall increase to $1,000.00 U.S. Dollars per month for the remainder of the Lease.

4. **Additional Rent**: Landlord and Tenant acknowledge and agree that both Parties intend that this Lease shall be and constitute what is generally referred to in the real estate industry as a "triple net" or "absolute net" lease, such that Tenant shall be obligated hereunder to pay all costs and expenses incurred with respect to, and associated with, the Leased Premises and the business operated thereon and therein, including, without limitation, all personal and real property taxes and assessments, utility charges, insurance costs, maintenance costs and repair (except as expressly set forth herein) together with any and all other assessments, charges, costs and expenses of any kind or nature whatsoever related to, or associated with, the Leased Premises and the business operated thereon and therein. Base Rent and Additional Rent may be referred to herein collectively as "Rent."

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a. Definition of "Real Property" Tax. As used herein, the term "real property tax" shall include any form of assessment, license fee, commercial rental tax, levy, penalty, or tax (other than inheritance or estate taxes), imposed by any authority having direct or indirect power to tax, including any city, borough, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, as against Landlord's business of leasing the Premises or any tax imposed in substitution, partially or totally, of any tax previously included within the definition of real property tax, or any additional tax of the nature of which was previously included within the definition of real property tax.

5. **Use**: Subject to the term and conditions of this Lease, the Leased Premises may be used for a retail marijuana store, as defined in the Alaska Marijuana Code AS 17.38.070(a) (the "Retail Marijuana Code"), and for the sale of marijuana and marijuana-related products, only as permitted by Alaska State law, and Kenai Peninsula Borough, no other purpose whatsoever without the prior consent of Landlord. Tenant shall comply with all requirements of the Retail Marijuana Code, applicable state marijuana regulations, Alaska statutes, and all requirements imposed by Kenai Peninsula Borough on Tenant as holder of a retail marijuana store license. Tenant shall not use or permit the Premises to be used for any illegal purpose and will do nothing upon the Premises in any way tending to create a nuisance, unsightliness, or to disturb, annoy or interfere with the rights of Landlord, adjoining property owners and the general public, or to injure the reputation of the Leased Premises or the Landlord's restaurant business located within the upper floor of the building. Tenant shall provide current licenses from the State of Alaska and Kenai Peninsula Borough which authorize Tenant to conduct its business at the Premises. No smoking, vaping or consuming marijuana shall be permitted at any time within the Premises. No smoking of any kind shall be permitted within the Leased Premises or the Lower or Upper Lots.

6. **Licenses**. The Parties acknowledge that Tenant is obligated to apply for licenses from the Alaska Department of Commerce, Community, and Economic Development Alcohol & Marijuana Control Office and/or Kenai Peninsula Borough (collectively "Marijuana Licenses") as required for retail marijuana store operations as allowed under AS 17.38.070(a). Tenant agrees to use its best and most diligent efforts to obtain the Marijuana Licenses, and shall maintain the Marijuana Licenses in good standing at all times while in operation at the Leased Premises. Notwithstanding anything contained herein to the contrary, in no event shall Tenant be permitted to operate retail marijuana store operations at the Leased Premises unless and until Tenant obtains the Marijuana Licenses. In the event any Marijuana License expires, is not renewed or is terminated for any reason, such event will be an immediate Event of Default hereunder and Landlord shall have the right to terminate this Lease at any time by delivery of thirty (30) days' prior written notice to Tenant.

7. **Utilities/Additional Rent**: Tenant shall pay all of the utilities for the Leased Premises, including but not limited to trash, water, sewer, electric, cable, phone, internet and gas

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services as may be required for the Leased Premises. Tenant is responsible for contacting the appropriate utilities company, prior to Commencement of the Lease Term, and placing the utilities in the name of Tenant.

8. **Video Surveillance:** The Tenant will abide by the standards required by the State of Alaska and Kenai Peninsula Borough in all areas required by law;

a. Install any additional security measures mandated by state or local authorities;

9. **Acceptance of Condition of Premises:** Subject to all applicable zoning, municipal and state laws, ordinances and regulations governing and regulating the use of the Premises, by execution hereof Tenant hereby accepts the premises in their "as is" condition existing as of the date of Lease. Tenant acknowledges that Landlord has not made any representation or warranty, express or implied, as to the suitability of the Premises for the conduct of Tenant's business.

10. **Insurance:** Tenant shall keep and maintain for the mutual benefit of Landlord and Tenant, at all times during the term of this Lease, policies of comprehensive insurance including general liability insurance against personal injury and property damage in or about the premises, such insurance to afford protection to the limit of not less than $1,000,000.00 in respect to each person, and to the limit of not less than $2,000,000.00 in respect to any one occurrence causing bodily injury or death, and to the limit of not less than $2,000,000.00 in respect to property damage. Tenant shall furnish Landlord with a duplicate certificate of such insurance policy or policies. All such insurance shall be procured from a responsible insurance company or companies authorized to do business in Alaska, and shall name Landlord as an additional insured. All such policies shall provide that the same may not be cancelled or altered, except upon at least ten (10) days' written notice to Landlord and Tenant. In the event Tenant fails to keep and maintain the insurance required herein, for whatever reason, Landlord may obtain such insurance and Tenant agrees, immediately on demand of Landlord, to reimburse Landlord for the cost of such insurance.

11. **Other Insurance Provisions.** Tenant shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss, loss of use or damage to the Leased Premises, but not Tenant's equipment or tenant improvements, in the amount of full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, sprinkler leakage, special extended perils (all risk) but not exterior glass / vandalism insurance.

12. **Proof of Insurance:** Prior to execution of this Lease, Tenant will furnish Landlord with certificates of insurance evidencing the coverage outlined above and the Other Insurance Provisions outlined above. Insurance is to be placed with insurers with a Best's rating of no less than A IX by carriers authorized to furnish insurance in the State of Alaska. No such policy will be cancelable, non-renewed or modified except after thirty (30) days' written notice to Landlord. Tenant will maintain all of the foregoing insurance coverages in full force and effect until the expiration or earlier termination of this Lease.

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13. **Assumption of Risk:** Notwithstanding anything contained in the Lease to the contrary, Tenant, for itself, its personal representatives, heirs, successors, trustees, legal representatives, assigns, invitees and guests, hereby assumes all risks of use of the Leased Premises for any and all purposes, including all purposes related to marijuana, whether such risks are caused by negligence of any person, firm or otherwise. Tenant and Landlord acknowledge that marijuana and the activities associated therewith may be illegal under Federal Marijuana Laws but that, in the event Landlord suffers any damage as a result of Federal illegality, including the incurrence of attorney's fees and costs, then Tenant shall be solely responsible for the payment of said damages, fees and costs to Landlord.

14. **Amendments:** This Lease may only be amended, or modified, by execution of a mutually agreeable written instrument executed by Landlord and Tenant.

15. **Early Termination of Lease for Municipal Disapproval**. Prior to Execution of this Lease, Tenant must obtain license approvals from both Kenai Peninsula Borough and the State of Alaska to use the Premises as a retail marijuana dispensary. In the event Tenant cannot obtain such approval during the licensing or license renewal process, Tenant shall have the right to terminate this Lease by providing thirty (30) days' written notice to Landlord, along with a copy of the City's or State's decision disapproving the Premises for use as a retail marijuana dispensary. If Tenant terminates the Lease under this provision, Tenant shall vacate the Premises within 30 days after such notice to Landlord, and the Lease shall be terminated.

16. **Default**. If Tenant defaults in the payment of rent or in the performance of any other covenant or condition hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within thirty (30) days' written notice, Landlord may terminate this lease. If Landlord terminates the Lease under this provision, Tenant shall vacate the premises. In the event of termination under this provision, Landlord will not take possession of or remove marijuana from the premises and will first contact AMCO, as required or unless authorized by applicable regulations and statutes.

17. **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 the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither the Landlord or any employee or agents of any said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Lease Premises.

18. **Corporate or Limited Liability Company Authority**. If Tenant is a corporation or LLC, then each individual executing this Lease on behalf of said corporation or LLC represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation or LLC in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the By-Laws of said corporation or Operating Agreement of said LLC, and that this Lease is binding upon said corporation or LLC in accordance with its terms.

AMCO Received 11/28/2018

The parties have signed this Lease as of the Effective Date set forth above.

LANDLORD: Fred M. West

BY: Fred M West

ITS: President

TENANT: Mary's Garden

BY:

ITS: Member/Manager

BY Fred M West

ITS: Member/Manager

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