Addendum to Lease Agreement

Parties LAP Foundation, Inc. (Landlord) and Tundra Herb Company, LLC (Tenant) herewith agree to an addendum to the Parties' March 23, 2018 "Lease Agreement – 520 W 6th Avenue, Anchorage, Alaska", as follows:

Article XI, "Miscellaneous", is changed as follows, adding a new Section 11.2:

ARTICLE XI
MISCELLANEOUS

SECTION 11.1 BROKERS COMMISSION. None

SECTION 11.2 ACCESS TO AND REMOVAL OF TENANT'S GOODS AND PRODUCTS

Landlord agrees that as the owner of the building in which Tenant is located, that it will not have access to Tenant's goods and products; that it will not take or remove and goods or products from Tenant's leased premises. Landlord understands that should circumstances arise that require the removal of marijuana or marijuana products that Landlord will personally contact AMCO for said removal. In addition tenants will also be required to contact AMCO under such circumstances.

SECTION 11.3 SUITE DESIGNATION

Original lease specifies the premises address as 520 W. 6th Avenue. This is to be amended to an updated address of 520 W. 6th Avenue, Suite A.

IN WITNESS WHEREOF, the parties hereto have fully executed this Addendum to Lease Agreement as of the later date listed below.

LANDLORD: LAP Foundation, Inc.

Kate Mauldin President. 1/3/2019

Signature Date

Tenant: Tundra Herb Company, LLC

1/3/2019

Signature Date

AMCO
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LEASE AGREEMENT
520 W. 6th Avenue, Anchorage, Alaska

THIS LEASE is made this 23rd day of March 2018 between LAP Foundation, Inc., hereinafter called "Landlord" and Tundra Herb Company, LLC hereinafter called "Tenant" on the following terms and conditions:

ARTICLE I
PREMISES AND PURPOSE

SECTION 1.1 LEASED AREA

Tenant is leasing in accordance with all the provisions of this Lease, that certain premises totaling up to 1,600 square feet, hereinafter called the "Leased Premises" or "Premises", located at 520 W. 6th Avenue, Anchorage, Alaska, as designated in Exhibit 'A' attached.

SECTION 1.2 PURPOSE

Tenant is leasing the Leased Premises and will use and manage this space exclusively for operating a retail cannabis business. Tenant's business will operate in a professional retail manner.

ARTICLE II
TERM OF LEASE

SECTION 2.1 FIXTURING PERIOD

a) Limited Possession. Not applicable.

Alteration at Tenant Expense. Tenant agrees to accept the Premises in their present condition "AS IS" without calling upon Landlord to make any expenditures to create demised Lease Premises or to perform any work for the preparation of Premises for Tenant's use.

b) Tenant shall at its own cost and expense make all necessary alterations and installations in the Demised Premises as are required for Tenant's business. Tenant will comply, at his own expense, with all present and future governmental requirements arising out of, in connection with, or necessitated by such alterations and installations.

c) Approval of Plans. Prior to commencing such alteration Tenant shall submit to Landlord for Landlord's written approval (with such approval not to be unreasonably withheld)

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the plans and specifications for such alterations. No work shall be commenced without such written approval and all work to be done by Tenant shall be performed in strict accordance with said approved plans and specifications without any deviation therefrom, unless first submitted to and approved in writing by Landlord.

d) Preconditions. Before commencing any work or installing any equipment Tenant shall:

1) Permits. Obtain the necessary consents, authorizations, and licenses from federal, state, and/or municipal authorities having jurisdiction over the work to be done, and no work shall be started or equipment installed unless and until all such necessary consents, authorizations, and licenses shall have first been duly obtained by the Tenant and/or its contractor or other persons doing the work or installing the equipment on behalf of Tenant;

2) Subcontracts. Tenant may enter into a contract with its contractor and/or other persons who will do the work and install the equipment referred to, which contract will provide, among other things (i) that said work shall be done and equipment installed in a good workmanlike manner in accordance with the plans and specifications previously approved and consents, authorizations, and licenses previously obtained, and (ii) that the contractor or other persons above referred to will look solely to Tenant for payment and will hold Landlord and the Demised Premises, its furniture, fixtures and equipment free from all liens and claims of all persons furnishing labor or furnishing materials therefrom, or both, and (iii) that similar waivers of the right to file liens shall be obtained from any and all of said contractors or materialmen. A copy of said contract, together with a duly executed waiver of the right to file liens executed by the contractor or other persons above referred to, shall be furnished to Landlord prior to commencement of work;

3) Indemnification. Tenant will also defend, indemnify and save harmless the Landlord against any and all claims for labor performed and equipment, fixtures, and material furnished to Tenant in connection with said work as aforesaid and against any and all liens, bills, or claims therefrom or against the Demised Premises, its furniture, fixtures and equipment, and from and against all loss, damages, costs, expenses, suits, claims, and demands whatsoever.

4) Laws, Insurance. Tenant, at its own cost and expense, shall properly comply with all laws, ordinances, orders, and rules and regulations of each and every department of the Municipality, State of Alaska, and any other lawful authority having jurisdiction as to the Premises, or as to the operation of a cannabis business on the Premises, and shall reimburse Landlord for any expenses incurred on account of the failure by Tenant to comply with any such requirements, and any expense so incurred by Landlord as aforesaid shall be deemed additional rent under this Lease and due and payable by Tenant to Landlord on the first day of the month immediately following the payment of the same by Landlord. Tenant or any contractor or contractors employed by Tenant or any other persons who will do the work or install the equipment as aforesaid shall be fully covered by worker's compensation insurance and the certificate thereof shall be furnished to Landlord before commencement of any work by any such contractor or persons as aforesaid. Tenant covenants and agrees to defend, indemnify and hold Landlord harmless from any and all claims for personal injury, death, property damage, or

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liability of any sort, occasioned during the progress or as a result of any or all of the work done as aforesaid in, or about the Demised Premises.

e) Records, Disputes and Reimbursement.

1) Records. Tenant shall keep, maintain and operate, full, true and accurate books of account and full, true and complete records with respect to such alterations, as to which Landlord or its representatives shall have the right of access and to copy at any and all times during regular business hours with the privilege of examining and auditing the same. Tenant shall further furnish to Landlord any and all statements, information, vouchers, invoices, and supporting data as Landlord may reasonably require with respect to such work.

2) Disputes. Any dispute between the parties with respect to the cost of such alterations shall be submitted for arbitration to the American Arbitration Association (or any organization successor thereto) in accordance with the rules and regulations of such association and the parties agree to be bound by the decision made with respect thereto. The expense of such arbitration shall be borne by Tenant if it is determined that the cost of the alterations as reported by Tenant is substantially incorrect; otherwise the expense of such arbitration shall be borne equally between the parties.

SECTION 2.2 BEGINNING OF TERM

The term of this Lease shall begin upon the date of a fully executed Lease Agreement, hereinafter called Commencement Date".

SECTION 2.3 LENGTH OF TERM

The term of this Lease shall be for a period of five (5) years from the Commencement Date, and unless otherwise sooner terminated as provided herein, shall end at midnight on 31st day of March 2023, unless extended in writing by both parties.

SECTION 2.4 HOLD-OVER

Should Tenant hold-over and continue in possession of the Leased Premises after expiration of the term of this Lease or any extension thereof, Tenant's continued occupancy of the Leased Premises shall be considered a month-to-month tenancy subject to all terms and conditions of this Lease, except that the lease rate will be 150% of last month's rental rate. Landlord or Tenant may terminate the month-to-month tenancy by giving the other party a thirty (30) day written notice of intent to terminate the month-to-month tenancy

SECTION 2.5 EXTENDED TERM

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Should Tenant fully and faithfully perform all terms and conditions of this Lease for the full term specified in Section 2.3 of this Lease, Tenant may extend this Lease for two (2) additional five-year terms commencing on expiration of the full term by giving Landlord written notice of Tenant's election to do so no more than 180 days and no less than 120 days prior to the expiration of the term specified in Section 2.3.

ARTICLE III
RENTS AND RELATED CHARGES

SECTION 3.1 MINIMUM RENT

Minimum rent is $5,600 per month for up to 1,600 square feet.

Tenant agrees to pay to Landlord, in addition to other sums specified in this Lease, from and after the commencement date, a minimum monthly rental for the use and occupancy of the Leased Premises as follows:

Rent Holiday: Landlord grants tenant a rent holiday between April 1, 2018 and the date that Tenant obtains the final approval(s) necessary to open, or September 1, 2018 whichever is sooner.

Sept. 1, 2018 – August 31, 2020	$5,600;
Sept. 1, 2020 – August 31, 2021	$5,810;
Sept. 1, 2021 – August 31, 2023	$5,950;

Minimum rent shall be payable on the first day of each calendar month without demand, deduction or offset. Minimum rent for any partial calendar month at the beginning or end of the Lease term shall be prorated based upon a thirty (30) day month. Payment shall be made to Landlord at the address of Landlord provided herein or at such other place or places as Landlord may from time to time designate by written notice delivered to Tenant.

SECTION 3.2 ADDITIONAL RENT

Tenant agrees to pay as Additional Rent three percent (3%) of Tenant's previous month's gross sales (Additional Rent) from all revenue sources earned on the leased premises. Additional rent will not exceed Ten Thousand Dollars ($10,000) per month or One Hundred Twenty Thousand Dollars ($120,000) per year.

Additional rent will be calculated based on gross sales recorded on the Tenant's POS system and a report from the system will be provided monthly at the time the Additional Rent is paid. Additional rent is due at the same time Minimum Rent is due.

Tenant shall supply annual verification of Tenant's gross sales as reported to a government agency by April 15th of the next year.

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SECTION 3.2 RENT FOR EXTENDED TERM

Minimum Rent for any extension period will increase by 3% in the first year and then increase by 3% per year thereafter. Additional Rent during any extended term will not exceed $11,000 per month or $132,000 per year for each of the five extensions.

SECTION 3.3 UTILITIES, SERVICES, AND CHARGES

Tenant is co-located within 520 West 6th Avenue and may be required to share electrical and gas service with other tenants in the building. Tenant shall be responsible for its own telecommunication services, including telephone and internet. Tenant shall be billed monthly for its share of utility services, including electricity, heat, refuse collection, water and sewer service, furnished to the Leased Premises based on the ratio of total retail space leased/total retail space in use.

Tenant is responsible for any and all maintenance needed to Leased Premises.

SECTION 3.4 TAXES AND ASSESSMENTS

a) Real Property. Tenant shall pay a pro rata share of the property tax as billed by Landlord.

b) Personal Property. Tenant shall pay taxes on any personal property owned by Tenant contained in the Leased Premises.

c) Other. Tenant shall pay all taxes and impositions assessed and levied against the Tenant's business operation, including any sales tax.

SECTION 3.5 SECURITY DEPOSIT

Tenant shall pay Landlord as a non-refundable security deposit the amount of Ten Thousand Dollars and no/100's ($10,000.00) at the time of Lease execution.

SECTION 3.5 UNANTICIPATED COSTS

Tenant will be performing major construction inside an older building at its own cost. There may be unanticipated costs required of the Landlord in order that Tenant is able to complete its construction in compliance with building codes. Landlord will commit up to $20,000 to cure unanticipated costs required to allow Tenant to complete construction of its leased premises.

Should the unanticipated or extraordinary costs exceed $20,000, Landlord may terminate this Lease Agreement without penalty or reimbursement to Tenant.

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Alternately, Tenant may elect to timely pay for such costs at which time both Tenant and Landlord will proceed with Lease Agreement. Such costs shall be reimbursed by Landlord in the form of reduced Additional Rent evenly allocated over a period of twelve months.

ARTICLE IV
REPAIRS AND MAINTENANCE

SECTION 4.1 BUILDING MAINTENANCE AND REPAIR

All repairs, maintenance, replacements and improvements to or upon the Leased Premises including but not limited to interior walls, plumbing, electrical, doors, windows, or to any equipment, facilities, or fixtures contained therein shall be Tenant's financial responsibility. Should Landlord incur any such repairs, replacements or improvements, on behalf of or for the benefit of Tenant (in part or in total), then Landlord will bill Tenant the cost of such items. Landlord shall be responsible for maintaining the roof, exterior walls, and structural components, unless damage or need for repair to same is caused by or can be reasonably attributed to Tenant's intentional or negligent conduct.

SECTION 4.2 ALTERATIONS AND LIENS

a) Consent. Tenant shall not make or permit any person to make any alteration to the Leased Premises or any improvement thereon or facility pertinent thereto without the prior written consent of Landlord.

b) Liens. Tenant shall keep the Leased Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on said Leased Premises caused by, or at the instance or request, of Tenant.

c) Notice of Non-Responsibility. No alterations shall be commenced until three (3) days after Landlord has received written notice from Tenant stating the date the installation of the alterations is to commence so that Landlord can post and record an appropriate notice of non-responsibility.

d) Ownership. Any and all alterations, additions, improvements, and fixtures except furniture and trade fixtures, made or placed in or on said Premises by Tenant or any other person shall upon expiration or termination of the Lease become the property of Landlord and remain on said Premises; provided, however, that Landlord shall have the option on expiration or termination of this Lease of requiring Tenant, at Tenant's sole cost and expense, to remove any or all such alterations, additions, improvements, or fixtures from said Premises, and restore the Premises to their former condition.

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ARTICLE VI
INDEMNITY AND INSURANCE

SECTION 5.1 HOLD HARMLESS CLAUSE

Tenant agrees to defend, indemnify and hold Landlord and the property of Landlord, including the Leased Premises, free and harmless from any and all claims, liability, loss, damage, or expenses resulting, from Tenant's acts, occupation or use of the Leased Premises.

In addition to the general indemnification provisions, Tenant agrees to indemnify and hold harmless Landlord from and against damages or losses Landlord incurs as a result of (a) any Early Termination Causes, (b) any violation of the Controlled Substance Act, or other Federal law pertaining to cannabis or a cannabis business (c) any violation of any local or state law, regulation or ordinance pertaining to cannabis or a cannabis business and/or (d) damage done to Landlord's building or property (including inventory, fixtures, equipment, etc.) as a result of robberies, break-ins, burglaries, vandalism, or other illegal act.

SECTION 5.2 LIABILITY INSURANCE

Tenant shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Landlord and insuring Tenant and Landlord against any liability, including without limitation damage to other portions of the Building, arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than Two Million Dollars ($2,000,000.00). The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Such policies shall name Landlord and Landlord's agents as additional insureds and shall provide that they may not be canceled without thirty (30) days' prior written notice to Landlord. If Tenant shall fail to maintain said insurance, Tenant shall be in breach of this Agreement and Landlord may terminate this Lease, or Landlord may, at its sole option, but shall not be required to procure and maintain the same, at the expense of Tenant.

SECTION 5.3 PLATE GLASS INSURANCE

Tenant shall, at its own expense, during the entire term of this Lease, keep in full force and effect a policy of use, occupancy and contents insurance covering all glass, doors, and windows.

SECTION 5.4 FIRE INSURANCE

Tenant shall maintain fire, casualty and extended coverage insurance on the Leased Premises and the furniture, fixtures and equipment contained in the Leased Premises in their full

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insurable value, but not less than $500,000, and the first proceeds of such coverage shall be payable to Landlord as first loss payee.

ARTICLE VII
TRADE FIXTURES AND SIGNS

SECTION 6.1 INSTALLATION AND REMOVAL OF TRADE FIXTURES

a) Installation. Tenant shall have the right at any time and from time to time, after giving written notice to Landlord, during the term of this Lease and any extension of such term, at Tenant's sole cost and expense, to install and affix in, to, or on said Premises such new or additional items, herein called "Trade Fixtures", for use in Tenant's trade or business as Tenant may, in its sole discretion, deem advisable.

b) Removal. Any and all such new or additional Trade Fixtures that can be removed without structural damage to said Premises or any building or improvements on said Premises, subject to Section 6.2 of this Lease shall, remain the property of Tenant and may be removed by Tenant at the expiration of this Lease.

SECTION 6.2 TRADE FIXTURES AS SECURITY FOR LEASE

a) Security Interest. As security for the faithful performance of all terms, conditions, and covenants of this Lease to be performed by Tenant, Tenant hereby grants to Landlord a security interest in all furniture, fixtures and equipment owned by Tenant and now or hereafter placed on said Premises by Tenant, together with replacements, proceeds and after-acquired property of like kind.

b) Sale. Any right or rights of sale or removal of trade fixtures given to Tenant by the provisions of Section 6.2 of this Lease shall be exercisable only if, at the time of removal, Tenant is not in default in performance of this Lease. Tenant may, however, at any time it is not in default in the performance of the Lease, trade in or replace any trade fixtures free of the security interest created by this section and this security interest will then attach as a first security interest to the item(s) that replaced such trade fixtures.

c) Remedies. On default in the performance of any obligation of this Lease to be performed by Tenant, Landlord shall immediately have the remedies provided to a secured party under the Uniform Commercial Code as enacted in Alaska.

SECTION 6.3 UNREMOVED TRADE FIXTURES

If Landlord does not exercise its purchase option provided in 6.2, then any and all trade fixtures described in this Article that are not removed from said Premises by Tenant within fifteen (15) days after the expiration or sooner termination of this Lease, regardless of cost, shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as

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owner of the real property to which they are affixed and not simply because of the lien described in Section 6.2 of this Lease.

SECTION 6.4 SIGNS

Tenant shall obtain all necessary permits from the Municipality of Anchorage or other relevant authority for all exterior signage. Landlord to approve all signage prior to installation. Signage approval from Landlord will be not be unreasonable withheld.

ARTICLE VIII
DESTRUCTION

Section 7.1 PARTIAL DESTRUCTION

Should the Leased Premises be partially destroyed by any cause not the fault of the Tenant, or of any person in or about the Leased Premises with the consent, express or implied, of Tenant, this Lease shall continue in full force and effect and Landlord, at Landlord's own cost and expense, shall promptly commence the work of repairing and restoring said Premises to their prior condition, provided such work can be accomplished under all applicable governmental laws and regulations within one hundred eighty (180) working days, and at a cost not exceeding 25% of the total replacement cost of said Premises. Landlord will provide to Tenant written notice within 30 days of the event whether or not Landlord will proceed with renovation to Premises.

SECTION 7.2 TOTAL DESTRUCTION

Should the Leased Premises be so far destroyed by any cause not the fault of Tenant or that of any person in or about said Premises with the consent, express or implied, of Tenant, that they cannot be repaired or restored to their former condition within ninety (90) working days or at a cost not exceeding 25% of the total replacement cost of said Premises, Landlord or Tenant may at Landlord's option either:

a) Continue. Continue this Lease in full force and effect by repairing and restoring at Landlord's own cost and expense, the Leased Premises to their former condition; or

b) Terminate. Terminate this Lease by giving Tenant written notice of such termination.

SECTION 7.3 INSURANCE PROCEEDS

Any insurance proceeds received by Landlord because of the total or partial destruction of the Leased Premises shall be the sole property of Landlord, free from any claims of Tenant, and may be used by Landlord for whatever purpose it may desire.

SECTION 7.4 ABATEMENT OF RENT

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Should Landlord elect under Section 7.2 of this Lease or be required under Section 7.1 of this Lease to repair and restore said Premises to their former condition following partial or full destruction of the Leased Premises

a) Damages. Tenant shall not be entitled to any damages for any loss or inconvenience sustained by Tenant by reason of the making of such repairs and restorations;

b) Entry. Landlord shall have full right to enter said Premises and take possession of so much of said Premises, including the whole of said Premises, as may be reasonably necessary to enable Landlord promptly and efficiently to carry out the work of repair and restorations;

c) Rent Abatement. The rent payable by Tenant to Landlord pursuant to Section 3.1 of this Lease, or the rent for the extended term, as applicable, shall be abated to the extent and for the time Tenant is prevented from using the Leased Premises.

SECTION 7.5 CONDEMNATION

If the Leased Premises or a substantial part thereof shall be taken by, or sold under threat of condemnation or appropriation by any public authority having the power of eminent domain, then upon giving Tenant thirty (30) days written notice, Landlord may terminate this Lease as of the date when possession is required to be given under said condemnation or appropriation or threat of condemnation or appropriation. All condemnation awards shall belong to Landlord; provided, however, that Landlord shall not be entitled to any award made to Tenant for costs or expenses, including but not limited to lost sales, lost profits, moving expenses or depreciation of and costs of removal of stock, fixtures, or other equipment belonging to Tenant.

ARTICLE IX
MATTERS OF PERFORMANCE

SECTION 8.1 WASTE AND NUISANCE PROHIBITED

Tenant will not commit waste in or at the Leased Premises, or allow it to be committed, nor permit maintenance of a nuisance or any other such matter, which may interfere with the conduct of business or other normal enjoyment of space of Landlord, any other tenants or invitees or inhabitants or frequenters of Landlord's property.

SECTION 8.2 COMPLIANCE WITH LAWS

Tenant will comply with all governmental requirements respecting the conduct of business or use of the Leased Premises in timely and appropriate manner and all at its sole cost, and will pay and be solely responsible for all tax levies, assessments, licenses, or fines set out by any such authorities directed to the conduct of business, carrying of inventory, furniture fixtures and equipment, utilization of personnel, arrangements with suppliers or customers, or the like.

Compliance with Cannabis and Cannabis-Related Laws. The parties further acknowledge that myriad regulations and local, state, and federal laws, regulations and governmental

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requirements shall govern the operation of Tenant's cannabis business, and that Tenant alone will be responsible for compliance with all such laws, mandates and requirements of any nature. The parties also acknowledge that under federal law, the production, distribution and sale of cannabis remains a violation of the Controlled Substances Act and that, as between Landlord and Tenant, the risk of enforcement of such laws is on Tenant. Tenant's foregoing obligation shall encompass (i) all state and local laws and regulations from any governmental authority with jurisdiction over Tenant's use, without limit, as well as local zoning ordinances; and (ii) all federal laws to the extent those laws are not inconsistent with state and local laws allowing Tenant to use the Premises for the Permitted Use. This 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 or to maintain a valid license to operate shall be grounds for early termination of this Lease.

SECTION 8.3 RULES AND REGULATIONS

Tenant shall observe such rules and regulations as from time to time may be put in effect by Landlord for the general safety at Premises. Any failure by Landlord to enforce any rules and regulations against either Tenant shall not constitute a waiver thereof.

SECTION 8.4 LANDLORD'S RIGHT OF ENTRY

Landlord and its agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting it, showing it to prospective purchasers or lenders and making such repairs as Landlord may deem necessary for desirable. However, if entering the premises by Landlord will interfere with Tenant operation of the Business then Landlord and Tenant will agree on a mutually acceptable time after store hours. Landlord may, at any time, place on or about the Premises any ordinary "For Sale or For Lease" signs during the last ninety (90) days of the term of this Lease, without rebate of rent or liability to Tenant.

SECTION 8.5 WAIVERS

No waiver of any term, condition, or covenant of this lease may be presumed but must be made in writing by the parties so waiving to the other party. No acceptance by Landlord from Tenant of any amount paid for any reason under this Lease in a sum less than what Tenant actually owes will constitute a compromise, settlement, accord and satisfaction, or other final disposition of the amount owing in the absence of a written document from Landlord stating the contrary.

SECTION 8.6 REGULARLY SCHEDULED PAYMENTS

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Any payments regularly scheduled under this Lease as daily, monthly, or annual charges, whether construed as rent or otherwise, will be due promptly and will bear interest from the due date in the amount of 12% per annum compounded daily until actually paid, or One Hundred Fifty Dollars ($150.00), whichever is more.

ARTICLE X
DEFAULT ASSIGNMENT TERMINATION AND RELOCATION

SECTION 9.1 SUBLEASING OR ASSIGNING AS BREACH

a) Assignment. Tenant shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Leased Premises or any of the improvements or trade fixtures that may now or hereafter be constructed or installed on said Leased Premises without the express written consent of Landlord first had and obtained.

b) Sublease. Neither shall Tenant sublet said Premises or any part thereof or allow any other person, other than Tenant's agents, servants, and employees, to occupy the Leased Premises or any part thereof without the prior written consent of Landlord.

c) Consent. A consent by Landlord to one assignment, one subletting, or one occupation by the Leased Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation of the Leased Premises by another person.

d) Effect. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Landlord, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall constitute a material default, and, at the option of Landlord, shall terminate this Lease.

e) Withheld Consent. The consent of Landlord to any assignment or Tenant's interest in this Lease or the subletting by Tenant of the Leased Premises or parts of the Leased Premises shall not be unreasonably withheld.

SECTION 9.2 LANDLORD RIGHTS ON DEFAULT

a) Default. Any of the following shall constitute a material default under this Lease, thereby entitling Landlord to exercise any and all of its remedies: (i) Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy code or makes an assignment for the benefit of creditors; (ii) Involuntary proceedings are instituted against Tenant under any bankruptcy code which are not discharged within sixty (60) days after the date of such institution; (iii) Tenant fails to pay any rent within ten (10) days after its due date; (iv) Tenant abandons the Premises; (v) Tenant fails to maintain the required insurance; (vi) Tenant assigns this Lease; (vii) Tenant has suspended or loses its cannabis license or is found to be in violation of any Federal, state or local law or regulation pertaining to cannabis or operating a cannabis

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business, and (viii) Tenant substantially fails to perform or comply with any of the material covenants or conditions of this Lease (other than failing to pay rent) and such failure continues for a period of ten (10) days after receipt of written notice thereof from Landlord; provided, however, that if such conditions cannot be reasonably rectified within fifteen (15) days, but Tenant continues its best efforts to remedy the conditions, then such conditions shall not be deemed a default so long as there is continuous progress to effect such remedy.

b) Effect of Breach. In the event of a breach or default of this Lease by Tenant as set forth in the above paragraph, the rights of Landlord shall be as follows:

1) Terminate. Landlord shall have the right to cancel and terminate this Lease as well as all of the right, title and interest of Tenant hereunder by giving to Tenant not less than ten (10) days written notice of the cancellation and termination of the Lease. On expiration of the time fixed in the notice, this Lease and the right, title and interest of Tenant hereunder shall terminate in the same manner and with the same force and effect, except as to Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

2) Correct. Upon Tenant's default, Landlord may elect, following ten (10) days written notice, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purposes of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Landlord shall not be deemed to waive or release Tenant's default or Landlord's right to take any action as may be otherwise permissible hereunder in case of any default. All such payments shall be charged to Tenant at 150% of such payment, and paid by Tenant as additional rent in the month billed.

3) Re-Entry. Pursuant to the requirements of AS.09.45.060-160, Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant and store the property in a public warehouse or at a place selected by Landlord at the expense of Tenant. Landlord may terminate the Lease upon giving the ten (10) days written notice of termination to Tenant as provided in Section 10(b) above. Without the notice, re-entry will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the reasonable cost of recovering the Premises. After service of a statutory notice to quit or vacate or after termination of this Lease for default, Landlord shall be entitled to re-enter and change the locks and otherwise take possession of the Premises, all of which is deemed to be peaceable.

4) Relet. After re-entry, Landlord may relet the Premises or any part thereof for any term without terminating the Lease at such rent and on such terms as Landlord may choose. Landlord may make reasonable alterations and necessary repairs to the Premises. The duties and liabilities of the parties if the Premises are relet as provided herein shall be as follows:

a) Expenses. If by reason or any default on the part of Tenant it becomes necessary for Landlord to employ an attorney, or in case Landlord shall bring suit to

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recover any rent due hereunder or for breach of any provision of this Lease or to recover possession of the Premises, or if Landlord shall bring an action for any relief against prevailing party shall pay a reasonable attorneys' fee and all costs and expenses expended or incurred in connection with such default or action.

b) Application of Rent. Landlord shall have the right to apply the rent received from reletting the Premises (i) to reduce Tenant's indebtedness to Landlord under the Lease, (ii) to expenses of the reletting and alterations and repairs made, (iii) to rent due under this Lease, or (iv) to payment of future rent under this Lease as it become due. Any excess rent shall belong to the Landlord.

c) Termination. Landlord may at any time after a reletting terminate this Lease for the breach on which Landlord had based the re-entry and subsequently relet the Premises.

5) Suit. Notice of termination of lease and any statutory notice pursuant to AS.09.45.060-160 shall run concurrently. Landlord shall be entitled to retake possession of the Premises either by self-help as herein provided or by bringing a summary forcible entry and detainer action pursuant to AS.09.45.060-160.

a) Lien. Landlord shall have a priority possessory lien upon all improvements, furniture, fixtures, equipment and trade fixtures located upon the Premises, to secure rents and damages resulting from said default; which lien shall be enforceable only after a default hereunder has occurred.

b) Cumulative. All of Landlord's rights and remedies shall be cumulative and nonexclusive.

SECTION 10.3 ABANDONMENT.

Tenant shall not abandon the Premises at any time during the lease term. In the event of abandonment, the security deposit and prepaid rents shall be forfeited to Landlord without limiting Landlord's rights as provided by law. Five (5) continuous days of non-use of the Premises for the purposes leased shall constitute abandonment.

SECTION 10.4 ELECTION TO CONTINUE DURING BREACH

At Landlord's option, if Tenant has breached this Lease and abandoned the property, the Lease continues in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease.

ARTICLE XI
MISCELLANEOUS

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SECTION 11.1 TENANT'S RIGHT OF CURE

Tenant shall have a period of ten (10) business days from the day of written notice from Landlord to Tenant within which to cure any default in the payment of Rent, Additional Rent or other sums due hereunder. Each party shall have a period of twenty (20) days from the date of written notice from the other party within which to cure any other default hereunder; provided, however, that with respect to any such default which cannot be cured within twenty (20) days, the default shall not be deemed to be uncured if the defaulting party commences to cure within twenty (20) days and for so long as such party is diligently prosecuting the cure thereof.

SECTION 11.2 BROKER'S COMMISSION. None.

SECTION 12 NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law specifically including but not limited to notices of termination of lease for default and any notice to quit or vacate or otherwise pursuant to AS.09.45.060-160 to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service when deposited in the United States mail, first class postage prepaid, addressed:

To Tenant at:	**Tundra Herb Company, LLC** **Attn. Tyler Russell** **3619 W. 42nd Ave., Unit A** **Anchorage, AK 99517**
To Landlord at:	**LAP Foundation** **Attn. Kate Mauldin** **520 W. 6th Avenue** **Anchorage, AK 99501**
And via Email to:	**Kate99501@gmail.com** **Adelman@gmx.com**

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

SECTION 13 SUBORDINATION

At Landlord's option, or if required by lender, this Lease shall be made subordinate to all ground leases and mortgages which may now or hereafter affect such leases on the real property of which the Leased Premises are a part and to all renewals, modifications, replacements and extensions thereof. This Section shall be self operative and no further subordination shall be

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required by any ground or underlying tenant or by any mortgagee. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request.

SECTION 11.4 ESTOPPEL CERTIFICATES

a) Request. At any time and from time to time, within fifteen (15) days after notice of request by either party, the other party shall execute, acknowledge and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent and other charges have been paid in advance. The statement shall be such that it can be relied on by any auditor, creditor, commercial banker, or investment banker of either party and by any prospective purchaser or encumbrancer of the Premises or improvements.

b) Refusal. Tenant's failure to execute, acknowledge and deliver, on request, the certified statement described in this Section, within the specified time, shall constitute acknowledgment by Tenant to all persons entitled to rely on the statement that this Lease is unmodified and in full force and effect.

SECTION 11.5 BINDING ON HEIRS AND SUCCESSORS

This Lease shall be binding on and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto, but nothing in this Section contained shall be construed as a consent by Landlord to any assignment of this Lease or any interest therein by Tenant except as provided in Article X of this Lease.

SECTION 11.6 PARTIAL INVALIDITY

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

SECTION 11.7 WAIVER

Waiver by Landlord of any breach hereof shall not be deemed a waiver of any subsequent breach.

SECTION 11.8 ATTORNEY'S FEES

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If by reason or any default on the part of Tenant it becomes necessary for Landlord to employ an attorney, or in case Landlord shall bring suit to recover any rent, monies, or property due hereunder, or for breach of any provision of this Lease, or to recover possession of the Premises, or if Landlord shall bring any action against Tenant for any relief, the prevailing party shall be paid by the non-prevailing party a reasonable attorneys' fee and all costs and expenses expended or incurred in connection with such default or action.

SECTION 11.9 LEASE NOT AN OFFER.

The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect thereto unless and until Landlord executes a copy of this Lease and delivers the same to Tenant.

SECTION 11.10 SOLE AND ONLY AGREEMENT

This instrument constitutes the sole and only agreement between Landlord and Tenant respecting the Leased Premises, the leasing of said Premises to Tenant or the Lease term herein specified, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Leased Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void.

SECTION 11.11 CONTINGENCIES

None except as stated elsewhere herein.

SECTION 11.12 REPRESENTATION

None.

SECTION 11.13 FORUM SELECTION

This Lease shall be construed in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Lease, the same shall be commenced in the Superior Court for the State of Alaska, Third Judicial District of Anchorage, Alaska. Tenant agrees specifically that venue and jurisdiction in that court are proper, and further agree to submit themselves to the jurisdiction of that court. Tenants shall not claim that said forum is an inconvenient form.

SECTION 11.14 TIME OF ESSENCE

Time is expressly declared to be the essence of this Lease.

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IN WITNESS WHEREOF, the parties hereto have fully executed this Lease Agreement as of the later date listed below.

LANDLORD:

LAP Foundation, Inc.

By: PAUL ADELMAN
Its: TRUSTEE / BOARD MEMBER

3/31/18
Date

TENANT:

By: Tyler Russell
Its: Member

3/23/18
Date

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EXHIBIT A

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EXHIBIT B

LANDLORD'S WORK

None, Tenant accepts space 'As-Is, Where-Is'

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EXHIBIT C

PERSONAL GUARANTY

The undersigned personally guaranties payments and performance of all indebtedness and obligation of Tundra Herb Company, LLC (Tenant), pursuant to the Commercial Lease dated 23rd day of March 2018 and all exhibits thereto.

Landlord shall not be required to, as a condition precedent to enforcement of this personal guaranty, take any action nor exhaust any resource against Tenant.

DATED this 23rd day of March 2018.

ACKNOWLEDGED BY:

By: Tyler Russell

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Addendum to Lease Agreement

Parties LAP Foundation, Inc. (Landlord) and Tundra Herb Company, LLC ("Tenant") herewith agree to an addendum to the Parties' March 23, 2018 "Lease Agreement – 520 W. 6th Avenue, Anchorage, Alaska", as follows:

Article XI, "Miscellaneous", is changed as follows, adding a new Section 11.2:

ARTICLE XI
MISCELLANEOUS

SECTION 11.1 BROKER'S COMMISSION. None.

SECTION 11.2 ACCESS TO AND/OR REMOVAL OF TENANT'S GOODS AND PRODUCTS

Landlord agrees that as the owner of the building in which Tenant is located, that it will not have access to Tenant's goods and products; that it will not take or remove any goods or products from Tenant's leased premises; and that Landlord understands that if this were to occur Tenants would report same to the State Marijuana Board and other authorities.

IN WITNESS WHEREOF, the parties hereto have fully executed this Addendum to Lease Agreement as of the later date listed below.

LANDLORD:

LAP Foundation, Inc.

By: _____ 12-28-18
Its: Date

TENANT:

By: _____ 12-28-18
Its: Date

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