REAL ESTATE SUBLEASE

This Real Estate Sublease Agreement ("Sublease") is dated 9/18, 2018, by and between Tundra Farms Management, LLC, a Nevada Limited Liability Company, domesticated in the State of Alaska ("Sublessor"), and Tundra Farms 2, Inc., an Alaska C-Corporation ("Subtenant"). The parties agree as follows:

PREMISES. Sublessor, in consideration of the lease payments provided in this Sublease, leases to Subtenant (the "Premises") the Subleased space located at 1210 East 70th Avenue unit #1, Anchorage, Alaska 99518.

TERM. The Sublease begins on April 1st, 2019 and shall be a five-year (5) term, with automatic renewals for an additional five-year (5) year term. In the event either party does not wish to renew this Sublease, the non-renewing party shall provide notice in writing to the other six (6) months prior to expiration of term. Either party may terminate the Sublease upon substantial breach of this Agreement with prior to written notice to the other party giving a ten (10) day notice to cure the defect to avoid the termination.

SUBLEASE BASE and ADDITIONAL PAYMENTS. As allowed by 3AAC 306.015(e)(1)(B)(i), Subtenant shall pay to Sublessor monthly installments of fifteen percent (15%) of all gross retail sales generated from the marijuana retail store licensed owned by Subtenant located on the Premises (herein referred to as "Percentage Lease Payment"), starting upon date of occupation of the Premises and upon operation of the retail establishment. In addition to the Percentage Lease Payment, Subtenant shall pay a Base Rental Payment in the amount of $4,000.00 a month. Said Base Rental Payment and said Percentage Lease Payment, together, equate to Subtenant's monthly rental obligation. If payment is not received by the 10th day of the month a late charge of $20.00 per day for each day after the 10th of the month will be charged. Sublessor shall give Subtenant written notice of the past due lease payment. On the 15th the Sublessor may give notice of breach, as stated above and Subtenant shall agree to vacate the premise if the breach is not remedied within ten (10) days.

REPAIR, REMODEL, JANITORIAL SERVICES and OTHER SUBLESSOR CONTRIBUTIONS.

Subtenant and Sublessor shall work together to outline the remodeling, upgrades, and improvements that are necessary in order to render the premises capable of supporting Subtenant's business operations. The parties shall tour Premises together and thereafter create a memorandum of understanding that details the necessary upgrades Premises is built to suite for Subtenant's needs, Sublessor will coordinate and act as project manager for the buildout and will invoice Subtenant for buildout expenses and remodeling.

In the event repairs become necessary, Subtenant will notify Sublessor and Sublessor will arrange for repairs to be made and shall invoice Subtenant for said cost and expenses of repairs.

Janitorial services, security services and landscaping services may be provided by Sublessor and

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Subtenant agrees to be invoiced accordingly for those services.

ACKNOWLEDGEMENT OF USE FOR MARIJAUNA COMMERICAL ACTIVITIES AND WAIVER OF ANY DEFENSES OF ILLEGALITY DUE TO FEDERAL LAW OR VOID FOR PUBLIC POLICY. The parties are aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities. The parties are aware that marijuana cultivation and marijuana sale is illegal under federal law and therefore waive all defenses of non-performance of this contract related to defenses such as void for public policy and illegality under federal law.

USE OF PREMISES. Subtenant may use the Premises only for the retail sales of marijuana product, marijuana bud, flower and trim, and related retail swag and accessories. The Premises may be used for any other purpose only with the prior written consent of Sublessor, which shall not be unreasonably withheld.

Subtenant shall notify Sublessor of any anticipated extended absence of 5 days or more from the Premises not later than the first day of the extended absence.

UTILITIES AND SERVICES

Subtenant shall be responsible for the all utilities and services in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES: Subtenant shall pay pro-rata share of the property's real estate taxes and assessments for the Premises.

PERSONAL TAXES. Subtenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Subtenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with Sublease payments.

PROPERTY INSURANCE. At all times during the Sublease Term, Subtenant shall procure and maintain, at its sole expense, special form ("all risk") property insurance, in an amount not less than one hundred percent (100%) of the replacement cost, covering the Premises (including all leasehold improvements), the contents thereof, and the Building in which the Premises are located (collectively, the "Property Insurance"). The Property Insurance shall contain business income ("loss of rents") coverage for a period of time not less than twelve (12) months following the insured casualty. Sublessor shall be named as an additional insured on the Property Insurance. Sublessor and Sublessor's mortgagee each shall be named as loss payees on the Property Insurance with respect to proceeds attributable to damage to the Premises and the Building. Sublessor shall be named as loss payee on the Property Insurance with respect to business income coverage. Subtenant shall not be a loss payee with respect to proceeds attributable to damage to the Premises or the Building or with respect to business income coverage, but Subtenant shall be the loss payee for its

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personal property located in the Premises. The proceeds of the Property Insurance shall be used for the repair or replacement of the property so insured except that if this Sublease is terminated following a casualty, the proceeds applicable to the Building, Premises and Sublease hold improvements contained therein shall be paid to Sublessor and the proceeds applicable to Subtenant's personal property shall be paid to Subtenant. The Property Insurance policy shall be in a form and contain such endorsements as are normal and customary for property insurance policies carried on similar property or properties or by similarly situated parties.

DEFAULTS. Subtenant shall be in default of this Sublease if Subtenant fails to fulfill any lease obligation or term by which Subtenant is bound. Subject to any governing provisions of law to the contrary, if Subtenant fails to cure any financial obligation within 15 days (or any other obligation within 30 days) after written notice of such default is provided by Sublessor to Subtenant, Sublessor may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Sublessor's rights to damages. In the alternative, Sublessor may elect to cure any default and the cost of such action shall be added to Subtenant's financial obligations under this Sublease. Subtenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Sublessor by reason of Subtenant's defaults. All sums of money or charges required to be paid by Subtenant under this Sublease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. In the event of a default by Subtenant, *Sublessor will contact the Alaska Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from facility, and sublessor will not remove any marijuana or marijuana product from facility.*

SUBSTAINTIAL DEFAULT. Means failure to comply with one or more of the obligations detailed in this Sublease.

HOLDOVER. If Subtenant maintains possession of the Premises for any period after the termination of this Sublease ("Holdover Period"), Subtenant shall pay to Sublessor Sublease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Sublease.

CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative and shall not be construed as exclusive unless otherwise required by law.
NON-SUFFICIENT FUNDS. Subtenant shall be charged $100.00 for each check that is returned to Sublessor for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Sublessor shall have the obligation to conduct any construction or remodeling (at Sublessor's expense) that may be required to use the Premises as specified above. Sublessor may also construct such fixtures on the Premises that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Subtenant that said remodel/improvements meet commercially reasonable needs for the use of Premises, which shall not be unreasonably withheld. At the end of the Sublease term(s), all fixtures shall remain in the building unless otherwise agreed upon by the parties in writing. The rental payments as detailed in this Sublease reflect the value of improvements and consideration Sublessor is expending to modify

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the Premises in a manner that meets the reasonable commercial needs of the use of the Premises set forth in this Sublease.

NO PARTNERSHIP OR JOINT VENTURE. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Lease is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

ACCESS BY SUBLESSOR TO PREMISES. Subject to Subtenant's consent and Master Landlord's Consent, Sublessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, subtenants or workers. However, Sublessor does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Sublessor may enter the Premises without Subtenant's consent. During the last three months of this Sublease, or any extension of this Sublease, Sublessor shall be allowed to display the usual "To Let" signs and show the Premises to prospective subtenants. Sublessor must abide by Subtenant's visitor policy and ensure that no agent or prospective subtenant of Sublessor attempts to enter the property that is under the age of 21, presents a valid state or federal identification card, and remains in eyesight of a designated agent of Subtenant's at all times.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Subtenant agrees to indemnify, hold harmless, and defend Sublessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Sublessor may suffer or incur in connection with Subtenant's possession, use or misuse of the Premises, except Sublessor's act or negligence.

COMPLIANCE WITH REGULATIONS. Subtenant shall promptly comply with all laws, ordinances, requirements and regulations of the state, county, municipal and other authorities, and the fire insurance underwriters. However, Subtenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

ACKNOWLEDGEMENT OF USE FOR MARIJAUNA COMMERICAL ACTIVITIES: Sublessor is aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities.

MECHANICS LIENS/CLAIM OF LIEN. Neither the Subtenant nor anyone claiming through the Subtenant shall have the right to file mechanics liens/claim of lien or any other kind of lien on the Premises and the filing of this Sublease constitutes notice that such liens are invalid. Further, Subtenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Subtenant.

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ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

SUBLESSOR:
Tundra Farms Management, LLC
PO BOX 811204
Los Angeles, California
90081-0004

SUBTENANT:
Tundra Farms 2, Inc.
125 N. Willow St. Suite B
Kenai, AK 99611

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Sublease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Sublease. This Sublease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Sublease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Sublease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Sublease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Sublease.

BINDING EFFECT. The provisions of this Sublease shall be binding upon and inure to the benefit

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of both parties and their respective legal representatives, successors and assigns.

Subtenant – Tundra Farms 2, Inc.

By: _____ Date: 9/18/2019

Daniel Hordoan, President, Director, Shareholder, Secretary, Treasurer

Sublessor – Tundra Farms Management, LLC

By: _____ Date: 9/18/2019

Seung Lee Member

Master Landlord Agree to Allow Sublease, however, Master Landlord is not a party to this contract:

_____

Park Wood Assets, LLC – Authorized Agent

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MASTER REAL ESTATE LEASE

This Real Estate Lease Agreement (" Lease") is dated September 18, 2018, by and between Park Wood Asset Management, LLC, a Nevada Limited Liability Company, domesticated in the State of Alaska ("Landlord"), and Tundra Farms Management, LLC, a Nevada Limited Liability Company, domesticated in the State of Alaska ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (the "Premises") the leased building and associated parking areas located at 1210 East 70th Avenue, Anchorage, Alaska 99518.

TERM. The Lease begins on February 1, 2019 and shall be a five-year (5) term ("Initial Term"), with automatic renewals for an additional five (5) year term. In the event either party opts not to renew this Lease, said non-renewing party shall notice the other not less than six (6) calendar months prior to expiration of the initial term. Either party may terminate the Lease upon substantial breach of this Agreement and prior to written notice to the other party giving a ten (10) day notice to cure the defect to avoid the termination.

LEASE PAYMENTS. Rental payments shall be abated until April 1, 2019. Tenant shall pay to Landlord monthly installments of $2.50 per square foot. The premise has a total of 11,694 square feet for a total monthly payment of $29,235. If payment is not received by the 10th day of the month a late charge of $20.00 per day thereafter will be charged. Landlord shall give Tenant written notice of the past due lease payment. On the 15th the Landlord may give notice of breach, as stated above and Tenant shall agree to vacate the premise if the breach is not remedied within ten (10) days.

USE OF PREMISES. Tenant, or its subtenant, may use the Premises only for retail of marijuana, production, cultivation, and harvest of marijuana plants, retail sales of marijuana and marijuana products, a and marijuana product productions. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld.

Tenant shall notify Landlord of any anticipated extended absence of 5 days or more from the Premises not later than the first day of the extended absence.

UTILITIES AND SERVICES

Tenant shall be responsible for the all utilities and services in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay pro-rata share of the property's real estate taxes and assessments for the Premises.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which

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may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

PROPERTY INSURANCE. At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, special form ("all risk") property insurance, in an amount not less than one hundred percent (100%) of the replacement cost, covering the Premises (including all leasehold improvements), the contents thereof, and the Building in which the Premises are located (collectively, the "Property Insurance"). The Property Insurance shall contain business income ("loss of rents") coverage for a period of time not less than twelve (12) months following the insured casualty. Landlord shall be named as an additional insured on the Property Insurance. Landlord and Landlord's mortgagee each shall be named as loss payees on the Property Insurance with respect to proceeds attributable to damage to the Premises and the Building. Landlord shall be named as loss payee on the Property Insurance with respect to business income coverage. Tenant shall not be a loss payee with respect to proceeds attributable to damage to the Premises or the Building or with respect to business income coverage, but Tenant shall be the loss payee for its personal property located in the Premises. The proceeds of the Property Insurance shall be used for the repair or replacement of the property so insured except that if this Lease is terminated following a casualty, the proceeds applicable to the Building, Premises and leasehold improvements contained therein shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant. The Property Insurance policy shall be in a form and contain such endorsements as are normal and customary for property insurance policies carried on similar property or properties or by similarly situated parties.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. In the event of a default by Tenant, *Landlord will contact the Alaska Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from facility will not remove any marijuana or marijuana product from facility..*

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

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NON-SUFFICIENT FUNDS. Tenant shall be charged $100.00 for each check that is returned to Landlord for lack of sufficient funds.

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

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. Landlord must abide by Tenant's visitor policy and ensure that no agent or prospective tenant of Landlord attempts to enter the property that is under the age of 21, presents a valid state or federal identification card, and remains in eyesight of a designated agent of Tenant's at all times.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

ACKNOWLEDGEMENT OF USE FOR MARIJAUNA COMMERICAL ACTIVITIES AND WAIVER OF ANY DEFENSES OF ILLEGALITY DUE TO FEDERAL LAW OR VOID FOR PUBLIC POLICY: Landlord is aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities. The parties are aware that marijuana cultivation and marijuana sale is illegal under federal law and therefore waive all defenses of non-performance of this contract related to defenses such as void for public policy and illegality under federal law.

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MECHANICS LIENS/CLAIM OF LIEN. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens/claim of lien or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

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

LANDLORD:
Park Wood Asset Management
PO BOX 811204
Los Angeles, California
90081-0004

TENANT:
Tundra Farms Management, LLC
PO BOX 811204
Los Angeles, California
90081-0004

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

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

Tenant – Tundra Farms Management, LLC

By: _____ Date: 9/18, 2018
Seung Lee Member

Landlord – Park Wood Asset Management, LLC

By: _____ Date: 9-18 2018
Sun-Kai Pan

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