OFFICE SPACE LEASE AGREEMENT

Between

North Star 1300, LLC,
an Alaska limited liability company,
as Landlord,

and

Alaska Cannabis Exchange, LLC
an Alaska limited liability company,
as Tenant,

Effective
August 1, 2018

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Table of Contents

Parties
Recitals
Consideration
Terms and Conditions
- 1. Recitals
- 2. Leasehold
  - 2.1. Leasehold Premises
  - 2.2. Common Area Rights
  - 2.3. Vehicle Parking
  - 2.4. Other Building Premises
- 3. Lease Term
- 4. Rental Payments
  - 4.1. Amount
  - 4.2. Place of Payment
- 5. Option
- 6. Security Deposit
- 7. Maintenance
  - 7.1. Building/Leasehold Premises
  - 7.2. Waste/Abuse
  - 7.3. Parking Space
- 8. Use
  - 8.1. State License and Municipal Permit
  - 8.2. Changes in the Current Law
- 9. Taxes and Assessments
- 10. Utilities/Services
- 11. Liens and Encumbrances
- 12. Improvements, Alterations and Trade Fixtures
  - 12.1. Tenant Improvements or Alterations
  - 12.2. Ownership, Possession and Use of Permanent Improvements or Alterations
- 13. Indemnification
- 14. Insurance
  - 14.1. Required Coverage
    - 14.1.1. Liability Insurance
    - 14.1.2 Employers Liability and Workers Compensation
  - 14.2. Waiver of Subrogation Rights
  - 14.3. General Requirements
- 15. Damage or Destruction of Building
- 16. Condemnation
- 17. Default By Tenant
  - 17.1. Remedy of Termination With Rental Deficiency
  - 17.2. Remedy of Termination With No Rental Deficiency
  - 17.3. Surrender/Waiver/Release
  - 17.4. Other Remedies

AMCO
FEB 14 2019

17.5. Specific Defaults by Tenant
17.6. Removal of Marijuana Product Due to Default or Abandonment
18. Default in Premises
19. Quiet Enjoyment
20. Inspection
21. Holding Over
22. Estoppel Certificate
23. Attornment
24. Subordination
25. Sale of Premises
26. General Provisions
26.1. Time of Performance
26.2. Parties Bound and Benefitted
26.3. Amendment and Novation
26.4 Marginal Titles and Headings
26.5. Entire Agreement
26.6. Applicable Law
26.7. Exclusive Jurisdiction/Venue
26.8. Waiver
26.9. Interpretation
26.9.1. Number and Gender
26.9.2. Mandatory and Permissive
26.10. Counterparts
26.11. Warranties and Authority
26.12. Independent Counsel
26.13. Severability
26.14. Notices
26.15. Attorney's Fees and Legal Costs
26.16. Perfection
26.17. Assignments/Sublease/Encumbrance
26.17.1. By Tenant
26.17.2. By Landlord
Formation

AMCO
FEB 14 2019

AMCO
FEB 14 2019

AMENDMENT TO LEASE

This first amendment to the Lease Agreement ("Amendment") is made effective the 1st day of February, 2019 between NORTH STAR 1300, LLC ("Landlord") an Alaska limited liability company and ALASKA CANNABIS EXCHANGE, LLC ("Tenant") an Alaska limited liability company.

A. Whereas Landlord and Tenant entered into a Lease Agreement dated August 1, 2018. (the "Lease Agreement").
B. Whereas Landlord and Tenant desire to amend the terms of the Lease Agreement dated August 1, 2018 ("the Lease Agreement").

AGREEMENT

In consideration of the agreements contained herein and in the Lease, Landlord and Tenant agree as follow:

1. Leasehold Premises. Landlord hereby leases and lets to Tenant, and Tenant hereby leases and takes from Landlord, ("Leasehold Premises") in the Building, consisting of approximately One Thousand Five Hundred Twelve (1,512 sq. ft.) total square feet of commercial space to be used as a retail marijuana store regulated by the State of Alaska Marijuana Control Board.

NORTH STAR 1300, LLC
an Alaska limited liability company.

3/8/19
Date

Charlene Brown
Member

ALASKA CANNABIS EXCHANGE, LLC
an Alaska limited liability company.

2-5-19
Sign Date

AARON C. RALPH
Member

2/5/19
Sign Date

ANDREA S. HOBBS
Member

2-5-19
Sign Date

THOMAS P COWEN
Member

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FEB 14 2019

OFFICE SPACE LEASE AGREEMENT

Parties

This agreement ("Agreement") is by and between North Star 1300, LLC ("Landlord"), an Alaska limited liability company and Alaska Cannabis Exchange, LLC ("Tenant"), an Alaska limited liability company.

Recitals

A. Landlord is the owner of the certain real property located at 2906 Spenard Road, Anchorage Alaska 99503 ("Property").

B. A commercial retail/office building and related improvements (collectively "Building") has been constructed on the Property.

C. Landlord wishes to lease to Tenant, and Tenant wishes to lease from Landlord, the Building pursuant to the following terms and conditions.

Consideration

For good, valuable and sufficient consideration received and to be received, the parties have agreed, and hereby agree as follows:

Term and Conditions

1. Recitals. All of the foregoing recitals are hereby incorporated into this Agreement as contractual terms and conditions, and this Agreement shall be construed in light thereof.

2. Leasehold.

2.1. Leasehold Premises. Landlord hereby leases and lets to Tenant, and Tenant hereby leases and takes from Landlord, ("Leasehold Premises") in the Building, consisting of approximately One Thousand Five Hundred Twelve (1,512 sq. ft.) total square feet of commercial retail/office space.

2.2. Common Area Rights. Tenant shall have the license right to use on a shared basis the common sidewalks, driveways, entrances and exits outside of the Building on the Property.

2.3. Vehicle Parking. Tenant shall have the right to use the parking area ("Parking Space") on the Property for normally required parking of its own and its invitees' vehicles. Tenant's rights to the Parking Space shall be on an assigned basis with other tenants. Use of the Parking Space shall be limited to normal working hours. In no event shall Tenant utilize the Parking Space for overnight or extended parking without Landlord's prior written consent.

2.4. Other Building Premises. The areas of the Building that do not constitute the Leasehold Premises or common areas of the Building or the Property may be rented

AMCO
FEB 14 2019

to and occupied by other Tenants of Landlord from time to time, at the sole and exclusive option of Landlord.

3. Lease Term. This Lease ("Lease Term") shall be for (3) years, commencing at 12:01 a.m. on August 1, 2018, and ending at 12:00 p.m. on July 31, 2021, unless extended or sooner terminated for good cause by Landlord pursuant to this Agreement.

4. Rental Payments.

4.1. Amount. Tenant shall pay Landlord a monthly rental payment ("Rent") of One Thousand Dollars ($1000.) for the month of August, September, and October of the first year and a monthly rental payment ("Rent") of Three Thousand Seven Hundred Eighty and 00/100 Dollars ($3,780.), per a month for the balance of the first year; Three Thousand Eight Hundred Fifty-Six and 00/100 Dollars ($3,856.), per a month for the second year; Three Thousand Nine Hundred Thirty-Three and 00/100 Dollars ($3,933.), per a month for the third year. All Rent is due and payable in advance on or before the First (1st) day of each month during the Lease Term. Rent not received by the 1st day of the month will be assessed a late payment fee equal to five percent (5%) of the unpaid Rent balance. Such late payment fee shall immediately become due and payable as additional Rent.

4.2. Place of Payment. Unless otherwise directed by Landlord in writing, Tenant shall make all Rent payments to Landlord at its address set forth in Section 26.14. of this Agreement.

5. Option. Tenant shall have three (3), five (5) year options to renew as long as Tenants business does not become a burden on Landlords surrounding properties and the tenants occupying those properties. Tenant acknowledges Landlord owns the surrounding property and may have a development planned. Landlord may elect to not grant an option to extend if the subject parcel is included in the Landlords new development. The renewal rate for the first year of the first option shall increase 2% over the prior year. Rent thereafter shall increase 2% per year for the remainder of the option term and any subsequent option term. Tenant shall provide written notice of its desire to exercise its option to extend One Hundred Eighty (180) days prior to the expiration of the then current term. In the event the Landlord elects not to renew for cause, Landlord agrees this structure will not be leased to any type of marijuana business for a period of no less than three (3) years from the expiration of the "Lease Term".

6. Security Deposit. A Three Thousand Seven Hundred Eighty and 00/100 Dollar ($3,780.) deposit shall be paid by Tenant to Landlord as security for Tenant's full, faithful and timely performance of this Lease. Such deposit is not held in trust by Landlord and may be commingled with Landlord's general funds.

7. Maintenance.

7.1. Building/Leasehold Premises. Landlord shall, at its expense, maintain and repair the portions of the Building and Leasehold Premises, including the floors, walls, lighting, hallways, stairways, entranceways, elevators, ceilings, roofs and mechanical,

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FEB 14 2019

plumbing and electrical systems of and in the Building, that Tenant is not required to maintain and repair. However, if Landlord is required to make any repairs to the Building or Leasehold Premises that are caused by the negligent or intentional acts or omissions of Tenant or and Tenant's representatives, agents, employee, licensees or invitees, Landlord may charge the reasonable cost of such repairs to Tenant as additional Rent due in its entirety with the next monthly Rent payment. Landlord may decide not to repair or replace gas fireplace with like item. Landlord will provide light fixtures and initial lamps or bulbs. Tenant shall, at its expense, maintain and repair all of its personal property, fixtures, furniture and equipment located in, on and about the Leasehold Premises and the interior portions (carpet, window, lighting, walls, etc.) of the Leasehold Premises. Tenant shall promptly notify Landlord of any conditions in, on or about the Leasehold Premises or Building that may require repairs or maintenance.

7.2. Waste/Abuse. Tenant shall neither commit nor suffer any waste or abuse of the Property or Leasehold Premises, which shall include, but not limited to, Tenant's failure to provide chair mats under all rolling chairs to prevent excessive wear and tear of the floor covering. Upon the expiration or sooner termination of this Agreement, Tenant shall quit and peaceably surrender the Leasehold Premises to Landlord in a condition at least as good as existed at the commencement of the Lease Term, normal wear and tear excepted. If abnormal wear and tear or abuse or waste of the Leasehold Premises occurs, Tenant shall, at its expense and upon demand by Landlord, immediately eliminate such abnormal wear and tear or abuse or waste and restore the Leasehold Premises to the condition at the commencement of the Lease Term, normal wear and tear excepted. Tenant shall be responsible for any damage to the Building, including the elevators, which may result from the negligent or intentional acts of Tenant or Tenant's representatives, agents, servants, employees, customers, invitees, licensees, constructors or subcontractors.

7.3. Parking Space. Landlord shall, at its expense, maintain the parking spaces including snow removal of parking spaces and building sidewalks. Tenant shall maintain walkways after 8:00 AM and on weekends.

8. Use. Tenant shall have the right to use the Leasehold Premises for commercial retail/office space only. Tenant shall comply with all local, state and federal (excluding current federal marijuana law) laws, statutes, ordinances, rules and regulations applicable to the Property, Building and/or Leasehold Premises, regardless of whether they are of legislative, administrative or judicial origin. Tenant shall be responsible for the acts of Tenant's representatives, agents, servants, employees, customers, invitees, licensees, contractors or subcontractors, and shall insure that the use of the Leasehold Premises does not in any way interfere with the use and enjoyment of the Building by other Tenants.

8.1. State License and Municipal Permit. In the event Tenant, despite its best efforts is unable to obtain a state marijuana license and local permits approval for the premises, by November 30, 2018, Tenant shall, at Tenant's election, be released from the terms of this Agreement and the security deposit and all payments to the Landlord shall be forfeited as its sole financial remedy and this Agreement shall be deemed canceled upon the date tenant vacates and surrenders possession of the Premises

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FEB 14 2019

back to Landlord. Tenant shall reimburse Landlord for all Realtor fees paid by Landlord if the Agreement is deemed canceled.

8.2. Changes in the Current Law. If in the future, there are changes in the Law that makes the business of Tenant illegal, Tenant is liable to compensate Landlord for all damages incurred that prevent Landlord from receiving revenue for the property. Damages are limited to the remaining term of the existing lease agreement excluding any option periods and, and only if Landlord is prevented from receiving revenue for the property due to Tenants use. Upon reasonable and mutual consent of Landlord and Tenant, the Tenant may be released from the terms of the lease agreement with forfeiture of the security deposit and all payments made through the date of termination. Tenant is to give sixty (60) day notice of any request to terminate this agreement on these grounds.

9. Taxes and Assessments. Tenant shall be responsible for and promptly pay when due (a) all personal property taxes and assessments levied against Tenant's personal properties, trade fixtures, furniture and equipment located in, on or about the Leasehold Premises and (b) all sales and use taxes levied as a result of Tenant's use, occupancy, possession, alteration or improvement of the Leasehold Premises. Landlord shall be responsible for and promptly pay when due all real property taxes and assessments levied against the Property. In the event the real property taxes and/or assessments levied against the Property increase during the Lease Term, Landlord reserves the right to prorate such increase to all occupied lease space within the Building and adjust the Rent for the Leasehold Premises on a prorated basis after giving Tenant thirty (30) day's prior written notice of such adjustments.

10. Utilities/Services. Tenant shall pay for gas, electric, trash, water and sewer utilities that are required for normal use of the premises. Tenant shall pay for all other services it may require for its operation of the Leasehold Premises.

11. Liens and Encumbrances. Tenant shall keep the Leasehold Premises free and clear of all liens and title encumbrances, including, without limitations, mechanics' and material men's liens, mortgages and deeds of trust arising out of its use, improvements, additions, alterations or possession of the Leasehold Premises. Landlord may, at any reasonable time, post upon the Premises such notices of non-responsibility and completion for labor, materials or equipment furnished to the Leasehold Premises as it may deem fit.

12. Improvements, Alterations and Trade Fixtures.

12.1. Tenant Improvements or Alterations. Tenant may make alterations or improvements to the Leasehold Premises only with Landlord's prior written approval, which approval shall not be unreasonably withheld. Tenant shall not install or caused to be installed any sign or signs, on or about the Leasehold Premises, Building or Parking Space without Landlord's prior written consent, which approval shall not be unreasonably withheld. Placement of any approved signage shall be in accordance with Landlord's directions. Any and all such improvements or alterations to the

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FEB 14 2019

Leasehold Premises made by Tenant shall be paid for and be the sole responsibility of Tenant.

12.2. Ownership, Possession and Use of Permanent Improvements or Alterations. All permanent alterations or improvements to the Leasehold Premises shall immediately become and remain the property of Landlord, subject to Tenant's right to possess and use them during the Lease Term, and shall remain in and on the Leasehold Premises at the end to the Lease Term or sooner termination of this Agreement; provided, however, that Landlord shall have the option at the end of the Lease Term or sooner termination of this Agreement to require Tenant to promptly restore the Leasehold Premises to their condition as of the commencement of the Lease Term, normal wear and tear excepted, at Tenant's expense.

12.3. Notice. Prior to commencing any improvements or alterations whatsoever to the Leasehold Premises costing more than Five Hundred and 00/100 Dollars ($500.00), Tenant shall obtain from Landlord and duly post and record and appropriate notice of Landlord's non responsibility for such improvements and alterations, pursuant to AS 34.35.065. Tenant shall, upon the completion of any improvements or alterations to the Leasehold Premises, promptly give and record an appropriate notice of completion respecting all such activities, pursuant to AS 34.35.071.

13. Indemnification. Tenant shall defend, indemnify and save Landlord harmless from and against any and all demands, claims, causes of action, suits, actions, proceedings, damages, losses, injuries, deaths, liabilities, judgements, award, costs, expenses, interest and fees, including, without limitation, actual legal costs and attorney's fees, suffered or incurred by employees, customers, invitees, licensees, contractors or subcontractors in, on or about the Leasehold Premises, to the extent that Landlord's gross negligence or willful misconduct was not the sole legal cause thereof.

14. Insurance.

14.1. Required Coverage.

14.1.1. Liability Insurance. Tenant shall procure and maintain, at its expense, broad form, comprehensive, general, public liability insurance coverage, including, without limitation, coverage for (a) all risks assumed under this Agreement (blanket contractual liability); (b) personal injury, with employment exclusion deleted; (c) broad form property damage, including completed operations and (d) premises operations and business interruption. Such insurance shall insure Landlord, Tenant, their respective affiliates, and their respective employees, servants, shareholders, officers, directors, agents, representatives, assigns and successors against liability for bodily and personal injury, death, property damage, economic loss and consequential damage occurring in, on, about or with respect to the Leasehold Premises and provide single limits coverage in the amount of at least Two Million and 00/100 Dollars ($2,000,000.).

14.1.2. Employers Liability and Workers Compensation Insurance. Tenant shall procure and maintain, at its expense in a form acceptable to Landlord, employee's liability and workers' compensation insurance coverage for its business activities and operations in, on, about and with respect to the Leasehold Premises. Such employers' liability insurance shall provide coverage in at least the amount of the

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FEB 14 2019

liability insurance coverage required in Section 13.1.1 of this Agreement; and such workers' compensation insurance shall provide coverage in at least the amount of the statutorily required limits.

14.2. Waiver of Subrogation Rights. Landlord and Tenant hereby mutually release each other from all liabilities and claims and waive all rights of recovery against each other for and to the extent of any damages, injuries or losses covered by their respective insurance coverage, including any extended coverage and endorsement thereto; provided, however, that this release and waiver shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of either Landlord or Tenant.

14.3. General Requirements. All such insurance shall be issued by a single responsible insurance company that is licensed to do business in Alaska. All such insurance coverage shall continue in effect until the expiration of the Lease Term or sooner termination of this Agreement and shall expressly identify Landlord as an additional insured. Tenant shall provide Landlord with complete copies of all policies evidencing such insurance coverage, including in each instance, an endorsement providing that such coverage may not be cancelled or reduced upon less that thirty (30) days prior written notice to Landlord. In the event the cost of any insurance for the Property maintained by the Landlord during the Lease Term should increase, Landlord reserves the right to prorate such increases to all occupied lease space within the Building and adjust the Rent for the Leasehold Premises on a prorated basis after giving Tenant thirty (30) days prior written notice of such adjustment.

15. Damage of Destruction of Building. In the event of damage to any area of the Building that Tenant has a right to occupy or use, by fire, earthquake or other casualty, Landlord shall have the option to forthwith repair such damages, if such repairs can, with ordinary effort (not including overtime) be made within thirty (30) days after such damage occur. Provided that such damages not caused by Tenant's willful or negligent act or omission, there shall be a proportional abatement of Tenant's Rent obligations based upon the extent to which Tenant's normal use of the Leasehold Premises is curtailed or interfered with during the period when such repairs are being made. In the event that the Building is destroyed or such repairs cannot, with ordinary efforts, be made within thirty (30) days after such damages occur, Landlord and Tenant shall each have the option to terminate this lease. In any event, if Landlord fails to give Tenant written notice of its election to repair or terminate this Agreement within ten (10) days following the occurrence of any such casualty, this Lease shall, at the option of the Tenant, terminate as of the date of casualty.

16. Condemnation. If any part of the Building that Tenant has a right to use or occupy should be taken under power of eminent domain, or by a purchase in lieu thereof, whether by a public, quasi-public or private entity, this Agreement shall, at the time of such condemnation, or, at the option of Landlord, at the time of the taking, terminate; and the Rent for the calendar month in which the Lease Term so ends shall be prorated between Tenant and Landlord. Otherwise, this Agreement shall continue in effect with no reduction in Rent. In either case, all compensation for the taking shall belong exclusively to Landlord, irrespective of whether such compensation is awarded

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FEB 14 2019

for the decrease in the value or the taking of the leasehold estate or the reversionary fee interest.

17. Default by Tenant. In the event that Tenant should default in the performance of any term or condition of this Agreement, including, without limitation, the timely payment of Rent, Landlord shall, before exercising any other rights or remedies it may have as a result of such default, give Tenant notice of the particulars constituting such default. If within five (5) days after the giving of any such notice, Tenant has not (a) completely remedied all defaults in the payment of Rent and (b) commenced to cure and diligently proceeded toward a complete cure of all other defaults, Landlord may elect one of the following two (2) remedies and notify Tenant as to the remedy Landlord has elected to exercise.

17.1. Remedy of Termination With Rental Deficiency. If and when Landlord elects this remedy and has so notified Tenant, this Agreement shall terminate. Landlord shall thereafter reenter the Leasehold Premises and make a diligent and good faith attempt to relet the Premises on such terms and conditions as it, in its sole and absolute discretion, may deem appropriate under the circumstances, including without limitations, for a greater or lesser term, for more or less rent or for more or less space. Notwithstanding the termination of this Agreement, Tenant shall be liable to pay Landlord and shall promptly pay Landlord (a) all past due unpaid Rent, (b) the Rent payable for the balance of the Lease Term, which shall be accelerated and thereupon become due and owing, and (c) all direct and indirect costs, fees and damages incurred or suffered by Landlord as a proximate or foreseeable result of such default or attempted reletting. Landlord may proceed immediately against Tenant to collect all such Rent (both past due and accelerated), costs, fees and damages. In the event that Landlord is successful in reletting the Leasehold Premises, all rental payments received by Landlord from the new tenant during the Lease Term shall be duly credited against the amounts Tenant owes Landlord. However, Tenant's liability to Landlord for such Rent (both past due and accelerated), costs, fees and damages shall be immediate and shall not be delayed or reduced by anticipated future rental payments from the new tenant. Landlord shall be required to reimburse Tenant only for the rent it receives during the Lease Term for reletting the Leasehold Premises which exceeds the total amount Landlord has already collected from the Tenant. If Landlord elects this remedy, Landlord may dispossess Tenant from the Leasehold Premises by exercising its common law right of distraint and may thereafter relet the Premises to itself or to a related party without prejudices to its rights or remedies against Tenant. Any failure by Landlord to make a diligent and good faith effort to relet the Leasehold Premises after having elected this remedy shall merely result in Landlord being deemed to have elected the remedy provided for in Section 17.2 ab initio, rather than the remedy provided for in this Section 17.1; and Landlord shall not be liable to Tenant in any such event, except to the extent necessary to reimburse Tenant for whatever principal amounts Landlord has actually collected from Tenant in excess of those permitted under Section 17.2.

17.2. Remedy of Termination With No Rental Deficiency. If and when Landlord elects this remedy and has so notified Tenant, this Agreement shall terminate, and Landlord shall have no further obligations to Tenant. Tenant shall be liable to Landlord

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FEB 14 2019

for no Rent, costs, fees, losses or damages that Landlord incurs or suffers after this Agreement terminates. However, Tenant shall be liable to Landlord for and shall pay Landlord all unpaid Rent and direct and indirect costs, fees and damages incurred or suffered by Landlord as a proximate or foreseeable result of Tenant's default before this Agreement terminates.

17.3. Surrender/Waiver/Release. No surrender of this Agreement and no waiver or release of any of Landlord's rights or remedies or of Tenant's obligations under this Agreement shall occur as a result of any act or omission (including verbal or nonverbal conduct) on the part of Landlord or its agents or representatives in the absence of an express notice from Landlord to Tenant that Landlord has agreed to such surrender, waiver or release.

17.4. Other Remedies. Nothing contained in this Agreement shall require Landlord to seek one of the remedies provided for in this section. Landlord may initially or subsequently seek any other remedy it may have in equity or at law.

17.5. Specific Defaults by Tenant. A material default by Tenant under the terms of this Agreement shall include, without limitation: (a) any failure by Tenant to fully, faithfully or timely pay all or any part of the Rent due under this Agreement; (b) any failure by Tenant to fully, faithfully or timely perform any of its other duties or obligations under this Agreement; (c) any failure by Tenant to procure or maintain any insurance coverage required of it under this Agreement; (d) any repudiation by Tenant of any of its duties or obligations under this Agreement; (e) the filing of any voluntary petition in bankruptcy by Tenant or the filing of any involuntary petition in bankruptcy against Tenant that is not dismissed within thirty (30) days; or (f) the appointment of a receiver or custodian for Tenant or any substantial part or its assets, including, without limitation, the Leasehold Premises.

17.6. Removal of Marijuana Product Due to Default or Abandonment. In the event that this Agreement is terminated due to default by Tenant or property has been abandon by Tenant, Landlord will contact the Marijuana Control Board to remove all marijuana product that remains on the property before taking possession.

18. Defects in Premises. Landlord acknowledges, represents and warrants that it knows of no substantial mechanical, plumbing, electrical or structural defect in the Leasehold Premises that poses an unreasonable risk of physical harm to Tenant or its properties. Landlord shall not be liable for any unknown latent physical defect, deterioration or change in the condition of the Leasehold Premises. Nor shall Landlord be liable for any damage to or loss of any property or injury to or death or any person suffered in, on or about the Leasehold Premises, unless it is legally caused solely by the gross negligence or intentional misconduct of Landlord.

19. Quiet Enjoyment. Provided that Tenant fully, faithfully and timely performs its obligations to Landlord under this Agreement, Tenant shall quietly enjoy the use of the Leasehold Premises during the Lease Term.

20. Inspection. Landlord shall have the right, but not the duty, to inspect and/or repair the Leasehold Premises at any reasonable time without providing notice to Tenant. In the event Landlord's inspection and/or repair activities are determined by Landlord to

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FEB 14 2019

likely interfere with Tenant's normal business operations, Landlord shall provide Tenant with prior notice of such activities.

21. Holding Over. In the event that Tenant remains in possession of the Leasehold Premises after the expiration of the Lease Term with Landlord's permission, Tenant shall be deemed to be occupying the Leasehold Premises as a month-to-month tenant, subject to all of the terms and conditions of this Agreement and the law, insofar as they may be applicable to a month-to-month tenant. A month-to-month tenancy arising out of this Agreement may be terminated by either party, with or without cause, by providing the other party with not less than thirty (30) days' advance written notice of the termination.

22. Estoppel Certificate. Within ten (10) days after being notified by Landlord, Tenant shall deliver to Landlord in recordable form a certificate addressed to any person designated by Landlord which: (a) certifies (i) that this Agreement is valid, enforceable and in full force and effect and (ii) that there is no defenses so setoffs available to Tenant under or with respect to this Agreement; or (b) state (i) why this Agreement is not valid, enforceable and in full force and effect and (ii) all defenses and setoffs available to Tenant under or with respect to this Agreement.

23. Attornment. In the event any proceedings are brought for the foreclosure of or exercise of any power of sale under any mortgage, deed of trust or security interest covering all or any part of the Leasehold Premises, Tenant shall, within ten (10) days after a request therefor by Landlord or its successor, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Agreement.

24. Subordination. Landlord reserves the irrevocable and unconditional right to unilaterally subject subordinate this Agreement to the lien of any mortgage, deed of trust or security interest now or hereafter placed upon Landlord's right, title or interest in or to the Leasehold Premises, the Property or the Building and to all advances made or hereafter to be made upon the security thereof, all without the necessity of Tenant joining in any such subordination. Tenant shall within ten (10) days after request therefor by Landlord execute and deliver such further instruments evidencing such subordination as Landlord may request. Tenant hereby irrevocably appoints Landlord as it attorney-in-fact to execute and deliver any and all such instruments that Tenant fails or refuses to execute and deliver, which appointment shall survive the death/ dissolution of Tenant and is coupled with an interest in Landlord.

25. Sale of Premises. In the event of a sale of the Building and/or the Property to another party, Landlord shall have the right to either (a) terminate this Agreement three (3) months after the closing of such sale or (b) transfer and assign this Agreement to the vendee, and Landlord shall be thereafter release from all further liabilities to Tenant under this Agreement.

26. General Provisions.

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FEB 14 2019

26.1. Time of Performance. Time is of the essence in this Agreement. It is the expressed intention of all of the parties to this Agreement that no extensions or grace periods beyond the deadlines set forth in this Agreement shall be provided, because all intended extensions and grace periods have been taken into consideration in establishing such deadlines.

26.2. Parties Bound and Benefitted. The covenants, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the heirs, devisees, administrators, executors, representatives, assigns and successors in interest of the respective parties hereto. No third parties are intended to be benefitted by this Agreement.

26.3. Amendment and Novation. No amendment, deletion, addition or novation to or of this Agreement shall be effective unless it is completely and unambiguously contained in a writing executed by all of the parties to this Agreement.

26.4. Marginal Titles and Headings. The marginal titles, subtitles, headings and subheadings of the paragraphs, subparagraphs, sections and subsections herein are intended to be for reference and for the sake of convenience only and shall not be construed to narrow or broaden the scope of or affect whatever interpretation or construction would otherwise be given to the plain and ordinary meanings of the words herein.

26.5. Entire Agreement. This written Agreement is fully integrated, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior and contemporaneous agreements, contracts, representations, promises, acknowledgements, warranties and covenants, oral or written, by and between the parties with respect to such subject matter which are not included herein. This Agreement shall not be recorded without the prior consent of Landlord.

26.6. Applicable Law. This agreement and the respective rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Alaska and the United States of America.

26.7. Exclusive Jurisdiction/Venue. In the event that a question, dispute or requirement for interpretation or construction should arise with respect to this Agreement, the jurisdiction and venue therefor shall lie exclusively with the courts for the Third Judicial District for the State of Alaska, at Anchorage, Alaska, or, alternatively with the United States District Court for the District of Alaska, at Anchorage, Alaska, unless nonwaivable federal or state law should require to the contrary.

26.8. Waiver. The failure by any party to object to a default under or breach of this Agreement shall not constitute a waiver, either express or implied, of the right to do so in the event of any future or continuing default under or breach of this Agreement.

26.9. Interpretation. The language in all parts of this Agreement shall be construed (a) according to its fair meaning and common usage and (b) not strictly for or against any party to this Agreement. Unless expressly provided for to the contrary in this Agreement or the context otherwise requires, the following rules of interpretation and construction shall apply to this Agreement.

26.9.1. Number and Gender. In this Agreement, the neuter gender shall include the masculine and the feminine, and vice versa; the singular number shall include the plural, and vice versa; and the word "person" shall include a natural person,

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FEB 14 2019

corporation, partnership, joint venture, association, governmental or municipal corporation, body and instrumentality, firm and syndication.

26.9.2. Mandatory and Permissive. "Shall," "will" and "agrees" are mandatory; "may" is permissive.

26.10. Counterparts. This Agreement may be executed in counterparts so long as each of the parties of this Agreement executes at least one counterpart; and all such executed counterparts shall collectively constitute one and the same original document.

26.11. Warranties of Authority. Tenant and each individual executing this Agreement on its behalf acknowledges, warrants and represents: (a) that such individual is duly authorized and empowered to execute this Agreement on behalf of Tenant; (b) that Tenant has been duly formed and organized and is in good standing; (c) that all necessary and appropriate resolutions and corporate action authorizing Tenant to enter into, execute and perform this Agreement and the transactions called for and contemplated herein have been obtained; and (d) that all steps have been taken and acts performed that are conditions precedent to making this Agreement valid, enforceable and binding against the Tenant.

26.12. Independent Counsel. Each party to this Agreement acknowledges that it has enjoyed the advice and representation of competent independent legal, business, tax, and financial counsel in negotiating, entering into and executing this Agreement; and the fact that this Agreement may have been drafted in whole or in part by one such party's counsel shall not cause any part of this Agreement to be construed against such party.

26.13. Severability. In the event that any term or condition of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining terms and conditions shall nevertheless be valid and enforceable as if such void or unenforceable term or condition had been omitted from the Agreement when it was formed; provided, however, that if any such void or unenforceable term or condition goes to the essence of this Agreement, this Agreement shall be rescinded and the parties shall, to the extent possible, be returned to the status quo ante.

26.14. Notices. Each notice required under this Agreement or by law shall: (a) be in writing; (b) contain a clear and concise statement setting forth the subject and substance thereof and the reasons therefor; an (c) be personally delivered, facsimile transmitted ("FAX"), or duly mailed by certified mail, return receipt requested, to each party to this Agreement at its following address or telephone number or to such other address or number as that party may have most recently given notice of to all of the other parties:

Landlord:

North Star 1300, LLC
Attn: Charlene Brown
P.O. Box 92286
Anchorage, AK 99509

Tenant:

Alaska Cannabis Exchange, LLC

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FEB 14 2019

26.15. Attorney's Fees and Legal Costs. All of the attorney's fees and legal costs incurred by the respective parties in negotiating and forming into this Agreement shall be borne by the respective parties. All legal costs and attorney's fees actually incurred by any party to this Agreement to enforce any duties or obligations of any other party under this Agreement or any instruments executed in connection herewith shall be paid to the prevailing party by the other party and shall bear interest at the highest legal rate then chargeable on such costs and fees under the laws of the State of Alaska or eighteen percent (18%) per annum, whichever is less.

26.16. Perfection. The parties shall perform such other and further acts as may be necessary or appropriate to perfect the rights granted under this Agreement.

26.17. Assignment/Sublease/Encumbrance.

26.17.1. By Tenant. Tenant shall have neither the right nor the power to voluntarily or involunatarily assign, transfer, encumber, sell, convey or sublease any of its right, title or interest in or to this Agreement or the Leasehold Premises without the express prior written consent of Landlord, which shall not be unreasonably withheld.

26.17.2. By Landlord. Landlord may assign or transfer this Agreement, in whole or in part, to any person for any purpose without Tenant's consent. In the event of any such assignment or transfer, Landlord shall promptly deliver to Tenant a copy of the assignment or transfer instrument(s). Notwithstanding anything to the contrary in this Agreement, provided that the assignee or transferee of this Agreement assumes and agrees to perform all of Landlord's unperformed and contingent obligations under this Agreement, any assignment or transfer of this Agreement shall (a) result in Tenant's unconditional and total release of Landlord from all such obligations and (b) constitute an unconditional agreement by Tenant to look solely to such assignee or transferee for the performance of all such obligations. In the event that such assignee or transferee is an affiliate of Landlord controlled by Landlord within the contemplation of AS 10.50 et seq., Tenant irrevocably and unconditionally waives the right to assert, claim, contend or defend on the basis: (a) that such affiliate is the alter ego of Landlord or vice versa; and/ or (b) that the corporate veil of Landlord or such affiliate should be disregarded or pierced to hold Landlord responsible or liable for any or all such obligations.

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[Signature Page Follows]

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Formation

In witness whereof, Landlord and Tenant have executed, delivered and formed this Agreement, effective the 1ST day of August, 2018.

Landlord:

North Star 1300, LLC
an Alaska limited liability company

DATED: August 1, 2018

By: Charlene Brown
Charlene Brown
Its: Member

Tenant:

Alaska Cannabis Exchange, LLC
an Alaska limited liability company

DATED: AUGUST 1, 2018

By: [illegible]

Its: CEO

DATED: _____, 20____

By: _____

Its: _____

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