LEASE AGREEMENT

BONIFACE MALL, LLC

1. **PARTIES.** This Lease Agreement (this "Agreement") is made by and between Boniface Mall LLC ("Landlord"), and B2H LLC ("Tenant") executing this Agreement, whose name and address is set forth on Exhibit A attached, which is hereby incorporated into and made a part of this Agreement.

2. **PREMISES.** Landlord leases to Tenant, and Tenant leases from Landlord those premises (the "Premises") located in Anchorage, Alaska, and more particularly described in Exhibit A.

3. **TERM.**

3.1 Initial Term. The Initial Term of this Lease shall commence on or as of the "Effective Date" and shall terminate on the "Termination Date" set forth in Exhibit A.

3.2 Renewal Term(s). After the expiration of the Initial Term and provided Tenant is not then in default of any provision of this Lease, Tenant may renew, at its option, the term of this Lease for the period of time set forth on Exhibit A. Tenant shall elect to renew this Lease by delivering written notice of such election to Landlord no earlier than twelve (12) months prior to the expiration of the Initial Term and no later than three (3) months prior to the expiration of the Initial Term. Any such renewal of this Lease shall be upon mutual agreement of the Parties, and on such terms as the parties agree in writing. As used in this Lease Agreement, "term of this Lease" or "lease term" includes the Initial Term and any Renewal Term.

3.3 Holdover Tenancy. If Tenant remains in possession of the Premises after the expiration of the term of this Lease without the express written consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental rate of 150% of the last monthly rental amount, plus all other charges payable under this Agreement, and upon all other terms and conditions of this Lease.

4. **RENT AND SECURITY DEPOSIT.**

4.1 Rent. Tenant shall pay to Landlord monthly rent for the Premises ("Rent") in advance on the first day of each month, without prior demand, deduction, or offset in the amount and at the place set forth on Exhibit A, or at such other place as Landlord from time to time designates. Rent for any partial month shall be prorated..

4.2 Additional Rent. The parties agree and acknowledge that the Rent provided in this Lease reflects Landlord's current cost of real property taxes and insurance on the Premises and that these costs may increase during the term of this Lease. Tenant hereby agrees to pay to Landlord as additional Rent any increases in Landlord's cost of insurance (not including increases resulting from increases in insurance coverage levels) and/or real property taxes on the Premises after the Effective Date. Any such increases in insurance or taxes shall be prorated based on the square footage of the Premises in relation to the entire building in which the Premises are located. Tenant also hereby agrees to pay as additional Rent any sales or use taxes imposed on the Rent payable under this Agreement.

RECEIVED
SEP 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Landlord: CC
Tenant: JB

4.3 Security Deposit. Upon execution of this Lease Agreement, Tenant shall pay to Landlord the amount set forth on Exhibit A ("Security Deposit") as security for the performance by Tenant of the provisions of this Lease. If Tenant is in default, Landlord shall use the Security Deposit, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's default. If Tenant is not in default at the expiration or termination of this Lease, Landlord shall return the Security Deposit to Tenant. Payment of the Security Deposit shall not relieve Tenant from paying the last month's Rent.

5. SURRENDER. On termination of this Lease and subject to Sections 9 and 13, Tenant shall surrender the Premises clean and in as good condition as when Landlord delivered possession of the Premises to Tenant, normal wear and tear excepted. Tenant shall return all keys to Landlord on the final day of the lease term.

6. USE. The Premises shall be used solely for purposes consistent with Tenant's Business, as described in Exhibit A. Tenant shall not use or permit any part of the Premises to be used for a purpose in violation of any municipal, state, or federal ordinance or law with the exception of federal laws which are not consistent with state laws with respect to the marijuana retail/grow business. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or disturb other tenants or neighbors.

7. MAINTENANCE, REPAIRS, AND ALTERATIONS.

7.1 Tenant's Obligations. Tenant, at Tenant's sole expense, shall comply with all applicable laws, ordinances, and regulations governing Tenant's use of the Premises. Subject to Section 9 of this Agreement, Tenant shall be responsible for all maintenance and repairs to the Premises including, but not limited to, maintenance of all interior and exterior doors, heating, ventilating and cooling systems, back door exterior lighting, interior wiring, plumbing and drain pipes to sewers due to tenant neglect (not unforeseen issues that would be out of tenant's control), and replacement of all glass. Tenant shall also remove snow and ice from the sidewalk or walkways in front of the Premises.

7.2 Landlord's Rights. If Tenant fails to perform Tenant's obligations under Section 7.1, Landlord, at its option, and after five (5) days' advance notice to Tenant, may enter upon the Premises and put the Premises in good order, condition, and repair. Tenant shall pay the reasonable cost of Landlord's repair at the time of Tenant's next rental payment upon receipt of an invoice from Landlord. Notwithstanding the forgoing, during any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter he premises.

7.3 Alterations and Additions. Tenant has thoroughly examined the Property and accepts possession of the same "AS IS" and in its present condition. Tenant shall not make any alterations, improvements, additions, or utility installations in, on, or about the Premises except upon Landlord's prior written consent. Any such approved alterations, improvements, additions, or installments made by Tenant to the Premises shall be at Tenant's sole cost and expense. Upon termination of this Lease, Landlord may require Tenant to remove all or part of any alterations installed during Tenant's occupancy. Unless Landlord requires their removal, all alterations, improvements, additions, or fixtures, other than Tenant's trade fixtures, shall become the property of Landlord and shall be surrendered with the Premises at the expiration of the term of this lease.

8. INSURANCE & INDEMNITY.

8.1 Insurance. Tenant, at Tenant's sole expense, shall maintain liability insurance in the minimum amount of $500,000 per occurrence and $1,000,000 aggregate, unless other minimum coverage limits are set forth in Exhibit A. All policies of insurance obtained by Tenant under this Agreement shall contain and provide for a waiver of subrogation against Landlord.

Landlord: CT
Tenant: JB

RECEIVED
SEP 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

8.2 Insurance Policies. Insurance purchased by Tenant shall be, if obtainable and available, to be with companies rated A or better in the "Best Insurance Guide," and shall not be cancelable or materially changed except after thirty (30) days written notice to Landlord. Tenant shall name Landlord as an additional insured on Tenant's policies. Tenant shall deliver to Landlord certificates evidencing such insurance, naming Landlord as an additional insured. Tenant shall furnish Landlord with renewals or "binders" of such insurance. If Tenant fails to provide the above-described insurance or fails to provide evidence of such insurance, Landlord may order such insurance and charge the cost to Tenant. Such cost shall be reimbursed to Landlord at the time of Tenant's next rental payment.

8.3 Indemnity. Tenant shall defend, indemnify, and hold Landlord harmless against any and all loss or claims arising from Tenant's use of the Premises, the conduct of Tenant's Business, or from any activity, work, or things done, permitted, or suffered by Tenant or any of Tenant's agents, guests, invitees, visitors, contractors, or employees on or about the Premises, and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim.

8.4 Waiver. Landlord shall not be liable for loss or damage to Tenant's property. Tenant assumes all risk of damage to property or injury to persons, in, upon, or about the Premises resulting from Tenant's activities and/or those of its employees, invitees, and/or agents, and Tenant waives all claims against Landlord relating to such loss or damage, unless such loss or damage is due to Landlord's gross negligence.

9. DAMAGE OR DESTRUCTION - REPAIRS AND RESTORATION

9.1 Destruction. If the Premises are totally destroyed or suffer damage from casualties or acts of God amounting to 75% or more of the value of the Premises, this Lease shall terminate automatically as of the date of such occurrence. Tenant, however, shall remain liable for all sums owed at the date of such occurrence, but no further liability shall accrue to Tenant after the date of such damage.

9.2 Damage. If the Premises suffer damage from casualties or acts of God amounting to less than 75% of the value of the Premises, this Lease will continue in full effect unless Tenant requests, in writing, within thirty (30) days following the damage, that Landlord make an election as described in this Section 9.2. Landlord shall elect within fifteen (15) days of Tenant's request to either (a) restore the Premises to substantially their condition immediately preceding such damage; or (b) terminate this Lease, in which case all further rights and obligations of both parties shall terminate as of the date of such damage. If Landlord elects to restore the Premises, then Landlord shall reduce the rent according to the degree of untenantability of the Premises from the date of such damage until the restoration of the Premises is substantially completed. Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease effective as of the date of such damage to less than 75% of the value of the Premises and upon written notice to Landlord in the event Landlord elects to restore the Premises, and such restoration cannot reasonably be completed within ninety (90) days of such damage.

9.3 Liability. Notwithstanding Sections 9.1 and 9.2 above, in no event shall Landlord be liable to Tenant for destruction or damage by casualty to any of Tenant's property, including business, inventory, furniture, equipment, or other items otherwise belonging to Tenant, or for income derived from such business or property.

10. TAXES.

10.1 Payment by Landlord. Landlord will pay, or cause to be paid, to the appropriate governmental body all real property taxes and assessments when due, subject to the provisions of Section 4.2 of this Lease. In the event any governmental body assesses the Premises as a result of Tenant's use of the Premises and occupancy, Tenant shall promptly, upon receipt of invoice, reimburse Landlord for any such assessment paid by or on behalf of Landlord.

RECEIVED
SEP 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Landlord: CG
Tenant: JD

10.2 Personal Property Taxes. Tenant shall pay, or cause to be paid, prior to delinquency, all business, payroll, and any other taxes assessed against or levied on trade fixtures, furnishings, equipment, and all other personal property in or on the Premises. Tenant shall request of the appropriate authorities that trade fixtures, furnishings, equipment, and all other personal property be assessed and billed separately from the real property.

10.3 Tax on Rent. In the event that any taxing authority imposes a tax or surcharge or the like on rent, such tax shall be paid by Tenant as provided in Section 4.2 of this Agreement.

11. Utilities and Additional Expenses. Landlord shall provide and pay for those utilities set forth on Exhibit A under "Landlord-Provided Utilities." Tenant shall obtain and pay all charges and deposits associated with all other utilities and other services related to the Premises.

12. Assignment and Subletting. Tenant may not assign or sublet Tenant's interest in this Lease Agreement or in the Premises without Landlord's prior written consent. In the event that Landlord consents to any such assignment or sublease, Tenant shall remain primarily responsible to pay the rent and to perform all of Tenant's other obligations under this Lease. Notwithstanding the foregoing, Tenant shall have the right to sublease this space or portions of the Premises to any other entity formed by the Tenant for the purpose of complying with licensing requirements for the use described in Exhibit A, item number 6.

13. DEFAULTS AND REMEDIES.

13.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

a) Breach or default by Tenant of any of the terms or conditions of any sublease or assignment of this Lease;

b) Abandonment of the Premises without payment of Rent;

c) Failure by Tenant to make payment of Rent;

d) Failure by Tenant to make any payment other than Rent payments as and when due, where such failure shall continue for a period of (5) business days after written notice from Landlord; or

e) Failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease, other than making of any payment, where such failure shall continue for a period of ten (10) days after written notice from Landlord (or if such failure cannot be reasonably cured within said 10-day period, where Tenant does not begin efforts to cure the default within such 10-day period and/or does not subsequently continue to diligently work to cure such default within a reasonable period).

RECEIVED
SEP 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Landlord: CC
Tenant: JB

13.2 Remedies. In the event of any material default or breach by Tenant, Landlord, at any time with or without notice or demand, without waiving or limiting any other right or remedy, may choose, at its sole discretion, any one or more of the following remedies:

a) Terminate this Lease. In the event of termination Tenant shall surrender possession of said Premises immediately and shall pay Landlord all damages Landlord may reasonably incur by reason of Tenant's default, including the cost of recovering possession of the Premises and the excess, if any, of the amount of Rent and charges due under this Agreement for the remainder of the term over the then reasonable rental value of the Premises for the remainder of the term.

b) Immediately, after contacting the Marijuana Control Office, re-enter and remove all persons and personal property from the Premises. At Landlord's option, Landlord may arrange for storage of the property at Tenant's expense and without liability to Landlord. Landlord's re-entry shall not terminate this Lease, unless Landlord gives written notice of an intention to terminate to Tenant. Notwithstanding any such re-entry by Landlord, the liability of Tenant for the Rent provided for in this Agreement, including any unrecovered Rent, shall not be extinguished for the balance of the term of the Lease. Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, defaults on obligations, abandons the property, or similar event.

c) Rent the Premises or any part of the Premises for the account of Tenant upon such terms and conditions and for such period as Landlord may consider advisable, either with or without any equipment that may be situated on the Premises. Landlord shall apply the rents received from re-renting first to the reasonable expenses of re-renting, including any necessary renovation and alteration, reasonable attorney's fees, and any real estate commission actually paid. Landlord shall apply any remaining rent toward payment of all sums due or to become due to Landlord under this Agreement.

d) Collect by legal proceedings Rent or other sums as they become due.

e) Enforce by legal proceedings or otherwise any covenant or condition or term of this Lease.

13.3 Automatic Termination. This lease shall terminate immediately and be of no further effect upon (i) the making of Tenant of any general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition in bankruptcy, including reorganization or arrangement, unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days; or (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in the Lease.

13.4 Notice by Tenant of Default. Tenant shall notify Landlord promptly of Landlord's default.

13.5 Default by Landlord. Landlord shall not be in default, unless Landlord fails to perform its obligations within thirty (30) days after written notice by Tenant specifying how Landlord has failed to perform. If the nature of Landlord's obligation, however, is such that more than thirty (30) days are required for performance, Landlord shall not be in default if Landlord commences performance within thirty (30) days of Tenant's written notice and subsequently completes Landlord's performance within a reasonable time. If Landlord is in default under this Lease, Tenant shall have the right to cure any such default for and at the expense of Landlord, whereby Landlord shall pay such reasonable costs incurred by Tenant to cure the default on behalf of Landlord within thirty (30) days of Tenant furnishing Landlord with a written invoice specifying such costs. In the event of any actual or alleged failure, breach, or default by Landlord, the sole and exclusive remedy of Tenant shall be against Landlord's interest in the Premises, and no writ of execution will ever be levied against the assets of Landlord, other than Landlord's interest in the Premises.

RECEIVED
SEP 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Landlord: _____
Tenant: _____

14. CONDEMNATION. If all or part of the Premises is taken under power of eminent domain, or sold under the threat of the exercise of said power, Tenant may, by written notice within ten (10) days after notice of such taking (or absent such notice, within ten (10) days after either the condemning authority takes possession or the sale), terminate this Lease. If Tenant does not so terminate, this Agreement shall remain in effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the original total floor area. Landlord shall be entitled to any award for the taking of all or part of the Premises under the power of eminent domain (including any award for diminution of value of the leasehold, severance damages, or the like) and/or any proceeds from a sale made under threat of the exercise of such power. Tenant shall be entitled only to any award for loss of or damage to Tenant's trade fixtures and removable personal property and moving expenses or any portion of the condemnation award attributable to relocation cost or interruption/loss of its leasehold rights.

15. ENVIRONMENTAL CONDITIONS.

15.1 Hazardous Substances. Tenant shall not use the Premises or permit the Premises to be used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any Hazardous Substance. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include oil, petroleum, and hydrocarbons in any form, as well as substances deemed hazardous or toxic pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et. seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Emergency Planning and Community Right to Know Act ("EPCRA"), 42 U.S.C. § 11001 et seq.; the Alaska Superfund statute, AS 46.03.822; and other Alaska environmental laws set forth in Title 46 of the Alaska Statutes. Tenant shall comply with all applicable local, state, and federal environmental statutes, rules, regulations, and orders during the term of this Agreement.

15.2 Indemnification. Tenant shall indemnify, defend, reimburse, assume the costs of, and hold Landlord, and Landlord's agents, employees, successors, and assigns (each an "Indemnified Person") harmless from and against any and all Losses whatsoever arising directly or indirectly from or out of, or in any way connected with (i) any breach by Tenant of Section 15.1 above or any adverse environmental condition arising after the Effective Date of this Agreement.

15.3 Assumed Costs. Tenant expressly agrees to assume all costs incurred by any Indemnified Person in investigating the nature and severity of any adverse environmental condition; conducting studies to determine the impact of the adverse environmental condition upon the public health or environmental receptors; eliminating the adverse environmental condition to the satisfaction of the government agencies with jurisdiction over the Premises; conducting any tests, monitoring, or other activities requested by such agencies following the cleanup; and compensating any person, or the estate, heirs, or beneficiaries of such person, who suffered injury, illness, or death as a result of the adverse environmental condition.

15.4 Losses. For purposes of this Agreement, "Losses" is defined to include, without limitation, all known and unknown liabilities, claims, causes of action, payment requests or demands, losses, expenses, obligations, responsibilities, remedial actions, lawsuits, judgments, consent agreements, orders, assessments, costs (including, but not limited to, costs associated with investigation, feasibility studies, cleanup, remediation, response, monitoring, institutional controls, deed restrictions, and government oversight), sums paid in settlement, fees (including, but not limited to, disbursements, expenses, and fees of counsel, experts, and consultants), diminution in value of the Premises or other affected property, penalties, fines, sanctions, interest, equitable relief, damages, punitive damages, consequential damages, and treble damages. Losses include those arising under CERCLA, 42 U.S.C. § 9601 et seq., RCRA, 6901 et seq., the Alaska Superfund statute, AS 46.03.822; and other applicable State and federal environmental laws. Losses do not depend on the existence of pending or threatened litigation, or whether or not any Indemnified Person is a party.

Landlord: C.C.
Tenant: JB

RECEIVED
SEP 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

15.5 Adverse Environmental Condition. For purposes of this Agreement, "adverse environmental condition" includes, but is not limited to (i) the existence of, or the release, leakage, spill, or emission (whether sudden or non-sudden, accidental or non-accidental) of, or exposure to, any Hazardous Substance into or onto the environment (including, without limitation, the air, ground, water, groundwater, or any surface); and (ii) the violation or alleged violation of any statute, ordinance, order, rule, regulation, permit, or license of or from any governmental authority, agency, or court relating to environmental matters.

15.6 Survival. This Section 15 shall survive termination of the lease.

16. GENERAL PROVISIONS.

16.1 Estoppel Certificates. Within ten (10) days after a written request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which Rent and other changes are paid in advance, if any; and (ii) either acknowledging that Tenant is not aware of any defaults on the part of Landlord, or specifying such defaults if any are claimed. Tenant's failure to provide this statement shall be conclusive evidence (i) that this Agreement is in full force and effect, without modification except as may be represented by Landlord; (ii) that no defaults in Landlord's performance exist; and (iii) that Tenant has not paid more than one month's Rent in advance.

16.2 Landlord's Liability. Landlord may assign this Agreement at any time without notification to or permission by Tenant. Such assignment shall, effective beginning as of the date of such assignment, terminate Landlord's obligations under this Agreement provided that the assignment requires the assignee to be responsible for all provisions of the Agreement applicable to Landlord.

16.3 Interest on Past Due Obligations. Except as expressly provided, any amount not paid by Tenant when due shall bear interest at ten percent (10%) per year from the date due, provided, however, if 10% exceeds the applicable legal maximum rate, the legal maximum shall apply.

16.4 Prior Agreements and Amendments. This Agreement contains all agreements of the parties with respect to any matter mentioned, and may be modified only by a writing signed by the parties.

16.5 Waivers. Waiver by Landlord of any provision shall not waive Landlord's right to enforce any other provision or object to any subsequent breach of the same or any other provision.

16.6 Recording. Tenant shall not record this Lease without Landlord's prior written consent. The parties may execute, acknowledge, and deliver a "short form" memorandum of this Lease, which either party may record.

16.7 Binding Effect. This Lease shall bind the parties, their personal representatives, successors, and assignees.

16.8 Subordination. This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or other security arrangement now or later placed upon the real property of which the Premises are a part and to any and all advances made on the security of such security arrangement and to all renewals, modifications, consolidations, replacements, and extensions. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default. Tenant agrees to execute any documents in form and substance reasonably acceptable to Tenant required to effectuate such subordination.

16.9 Attorney Fees. In the event that either party requires the services of any attorney in connection with enforcing the terms of this Lease, or in the event suit is brought for the recovery of any Rent due under this Lease or for the breach of any covenant or condition of this Lease or for the restitution of the Premises to Landlord and/or eviction of Tenant during the lease term or after its expiration, the prevailing party will be entitled to actual reasonable attorney's fees, witness fees, and court costs.

RECEIVED
SEP 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Landlord: C.C.
Tenant: SB

RECEIVED
SEP 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Landlord: CC.
Tenant: JB

16.10 Access. Landlord shall have the right to enter the Premises at reasonable times and with reasonable advance notice for the purpose of inspecting, showing to prospective purchasers or lenders, or making such alteration, repairs, improvements, or additions to the Premises as Landlord my deem necessary or desirable. Landlord may at any time place on or about the Premises "For Sale" signs and may during the last ninety (90) days of the term place on or about the Premises "For Lease" signs. During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises as is required by the Alaska Marijuana Control Board Regulation. At no time shall Landlord have more than five persons enter the premises.

16.11 Late Charges. Tenant acknowledges that late payment by Tenant to Landlord of Rent or other sums due under this Agreement will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, but are not limited to: processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. For this reason, in the event Tenant should fail to pay any installment of Rent or any other sum within ten (10) days after such amount is due, Tenant shall pay to Landlord as additional Rent a late charge equal to ten percent (10%) of each installment or the sum of $50.00 per month, whichever is greater. A $50.00 charge will be paid by Tenant to Landlord for each returned check.

16.12 Address, Notices. The initial addresses of the parties for notice purposes are set forth on Exhibit A. Each party will notify the other promptly of any change of address. Any notice required or permitted shall be in writing and may be served personally or by certified mail addressed to the address specified in Exhibit A for the party being served and shall be deemed given when served or three (3) days following deposit in the mail.

16.13 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement, and the balance of this Agreement shall be interpreted as if such provision were so excluded, and shall be enforceable in accordance with its terms.

16.14 Inability to Secure Necessary State and Local Approvals. Tenant shall use all commercially reasonable efforts to obtain state and local approvals, permits and licenses needed to conduct the business operations of Tenant as outlined on Exhibit A of this Lease. However, if Tenant is unable to secure all necessary permits, licenses and approvals to operate its business, then Tenant shall forfeit its deposit and any rents paid but shall be released from the remaining obligations of the Lease after a one year period from the date of this lease has expired, see Exhibit A, 3.1.

16.15 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alaska.

EXECUTED effective as of the Effective Date, as defined in this Agreement.

LANDLORD: **Boniface Mall LLC**	**TENANT:** **B2H LLC**
By: Charles Ossenkop Its: Owner	By: Josh Beck Its: Managing Partner

Landlord: C.O
Tenant: JB

RECEIVED
SEP 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Exhibit A

1. **Parties.** Tenant: B2H LLC
   Tenant's Address: 341-D Boniface Pkwy
   Anchorage, AK 99504

2. **Premises.** Unit "D" of 341 Boniface Parkway, Anchorage, Alaska

   Legal Description: Approximately 2400 square feet, more or less, of that certain building located at Lot 1, Block 1 of HIGGINS SUBDIVISION, Anchorage Recording District, Third Judicial District, State of Alaska.

3.1 **Initial Term.**
   Effective Date: 12:01 am August 1, 2017
   Occupancy Date: Occupancy to be available August 1, 2017
   Termination Date: 12:00 midnight, July 31, 2020

   In the event Tenant is unsuccessful in obtaining necessary license/s to operate as intended business, Termination Date can be changed to 12:00 midnight July 31, 2018.

3.2 **Renewal Term.** To be negotiated

4.1 **Rent.** $2,550.00 (two thousand five hundred fifty dollars) per month, plus Additional Rent
   Rent delivered to 5700 Camelot Dr, Anchorage, AK 99504

4.3 **Security Deposit.**
   Security: $3,000.00 (three thousand dollars)
   Last Month's Rent: $2,550.00 (two thousand five hundred fifty dollars)

6. **Use.** Tenant's Business: retail state and local licensed marijuana retail establishment store and/or grow facility.

8.1 **Insurance.** Coverage Limits: $500,000 per occurrence

   $1,000,000 aggregate

11. **Landlord Provided Utilities.** water & sewer; gas
   Note: If metered water exceeds 1,500 gal/mo, tenant to reimburse landlord for excess water usage.

16.12 **Address, Notices.**
   If to Landlord: Boniface Mall LLC
   5700 Camelot Dr
   Anchorage, AK 99504

   If to Tenant:
   Attn: Josh Boots
   341-D Boniface Parkway
   Anchorage, AK 99504

RECEIVED
SEP 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Landlord: CC
Tenant: JB

August 23, 2017

Receipt from B2H LLC for:

Rent for Aug. and Sept 2017 unit D at 341 Boniface Parkway - $5,100

Rent for the last month - $2,550

Security deposit - $3,000

Total Receipt is - $10,650.

RECEIVED
SEP 19 2018
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA