LEASE AGREEMENT

LEASE made this November 1st, 2018 between John C. Davis, President, Soldotna Business Plaza, Inc., 48590 KSRM COURT, Kenai, Alaska 99611, herein referred to as LESSOR; and Croy's Enterprises, LLC, dba Pine Street Cannabis Co., 36130 Pine St. Soldotna, AK 99669 herein referred to as LESSEE.

SECTION ONE
Description of Premises

LESSOR hereby leases to LESSEE a portion of the premises designated as Ste. B of the Soldotna Business Plaza, located at 139 Warehouse Dr., Soldotna, Alaska, Kenai Recording District, Third Judicial District, State of Alaska, Lot One, Block Two, Soldotna, Central Properties Subdivision.

SECTION TWO
Duration of Lease

LEASE shall be for a period of one (1) year, beginning November 1st 2018 and ending at midnight October 31st 2019. This agreement shall be motified when tenant gets there business license otherwise tenant will be responsible for the monthly rent for the duration of the lease or till a new tenant has been found.

SECTION THREE
Rent

RENTAL shall be $960.00 per month for the duration of the lease. The portion of the building, which Lessee shall occupy, will be approximately 800 square feet. Rental payments and sales tax of $30.00 shall be made on the first day of each month, in advance, to LESSOR. LESSEE shall pay for the first month's rent of $960.00 and the last month's rent of $960.00, plus a Sales Tax of $60.00 and a security deposit in the amount of $800.00 (Section #23) at the time of the signing of this lease. Should the monthly rental not be paid by the fifth (5th) of each and every month thereafter, a late charge of $50.00 will be paid by Lessee, plus an additional $50.00 late charge for each and every month rent is not paid in full. A $30.00 fee will be paid for any NSF checks. Any increase in real property taxes, sales taxes or additional assessments, including utilities, by any governmental body or agency shall result in a proportional increase in the rent upon Twenty (20) days notice to the Lessee.

SECTION FOUR
Use of Premises

PREMISES are to be used for the purpose of Retail for Cannabis Store. LESSEE shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other purpose, under this lease, without the written consent of the LESSOR, or his authorized agent, which consent shall not be unreasonably withheld. Landlord will not take possession of or remove Marijuana from the premises. Landlord will contact AMCO in the event that marijuana need be removed from the premises.

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SECTION FIVE
Restrictions on Use

LESSEE shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes. LESSEE shall not keep, use, or sell anything prohibited by policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises and necessary to keep in force the fire and liability insurance.

SECTION SIX
Waste, Nuisance or Unlawful Activity

LESSEE shall not allow any waste or nuisance (as determined by LESSOR) on the premises, including any equipment or other items located on the sidewalk, or use or allow the premises to be use for any unlawful purpose.

SECTION SEVEN
Utilities

LESSOR shall pay all water, sewer, heat, refuse disposal and provide outdoor lighted sign boxes. LESSEE shall provide the required sign face with vinyl printing installed. Banners located on the sign face are not permitted. LEESOR shall pay for all normal electricity for lighted sign boxes when lighted, overhead lights and wall outlets. LESSEE shall furnish a special electric meter for all electricity supplied to any and all special electrical equipment, if any. LESSEE shall furnish and pay for all telephone and janitorial service, if any, for its leased premises. LESSEE shall not allow use of any electric heaters or other major appliances, without the express written consent of LESSOR and an appropriate payment of all additional electrical expense caused by such heater or appliance.

SECTION EIGHT
Repairs and Maintenance

LESSEE shall maintain the premises and keep them in good repair at his expense. LESSEE shall maintain and clean floor coverings, interior walls, and windows as necessary. LESSEE will provide snow and ice removal on the sidewalk in front of the unit leased. The exterior walls, windows, roof, building front and parking lot will be maintained and kept in good condition by LESSOR; LESSOR shall replace floor coverings as necessary at his discretion, and LESSOR will provide snow removal and sanding of the parking lot if necessary. The LESSOR shall be responsible for plumbing, heating, ceiling lights, wiring repairs and maintenance on the building itself and all such work will be accomplished only by LESSOR or his designee.

AMCO Received 2/14/2019

SECTION NINE
Delivery, Acceptance, and Surrender of Premises

LESSOR represents that the premises will be in fit condition for use by the LESSEE. Acceptance of the premises by LESSEE shall be construed as recognition that the premises are in a good state of repair and sanitary condition. LESSEE shall surrender the premises at the end of the lease term, or any renewal thereof, in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fire and storms.

SECTION TEN
Partial Destruction of Premises

PARTIAL destruction of the leased premises shall not render this lease void or avoidable, nor terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, LESSOR, may repair them. If the repairs cannot be made within sixty (60) days of this occurrence, either party shall have the option to terminate this lease, at the end of the sixty (60) period. An adjustment of 50% less on rental shall be made until the repairs are completed.

SECTION ELEVEN
Entry on Premises by Lessor

LESSOR reserves the right to enter premises at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications that are mutually agreeable to any part of the building in which the premises are located. LESSEE shall permit LESSOR to do so, providing that the routines of the LESSEE'S business day are not interrupted. LESSOR may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to LESSEE for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

SECTION TWELVE
Signs, Awnings, and Marquees Installed by Lessee

LESSEE shall not construct or place signs, awnings, or other structures upon or projecting from the exterior of the premises that are out of compliance with the City of Soldotna signage ordinance. All such items must also be approved and installed by LESSOR or his designee.

SECTION THIRTEEN
Non-liability or Lessor for Damages

LESSOR shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by LESSEE, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises during the term of this lease or any

AMCO Received 2/14/2019

extension thereof. LESSEE shall indemnify LESSOR from all liability, loss or damage claims or obligations resulting from any injuries or losses of this nature.

SECTION FOURTEEN
Liability Insurance

LESSEE shall procure and maintain in force at his expense, during the term of this lease and any extension thereof, public liability insurance with insurers. Coverage shall be maintained in the limits of the minimum of $500,000. Soldotna Business Plaza shall be listed as named insured. LESSEE'S policy shall be maintained for the duration of the lease agreement. Proof of such insurance will be provided to LESSOR at the time LESSEE occupies the leased space and at the beginning of each twelve month period space is leased..

SECTION FIFTEEN
Assignment, Sublease or License

LESSEE shall not assign or sublease the premises, or any right or privilege connected therewith, or allow any other person except agents and employees of LESSEE to occupy the premises or any part thereof without first obtaining the written consent of LESSOR, which consent shall not be unreasonably withheld. Consent by LESSOR shall not be a consent to subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment sublease, or license to occupy by LESSEE shall be void and shall terminate the lease at the option of the LESSOR. The interest of Lessee in this lease is not assignable by operation of the law without the written consent of LESSOR.

SECTION SIXTEEN
Breach

FAILURE of LESSEE to comply with each and every term and condition of this lease shall constitute a breach of this lease. LESSEE shall have Twenty (20) days after receipt of written notice from LESSOR of any breach, to correct the conditions specified in the notice, or if the corrections cannot be made within the Twenty (20) day period, LESSEE shall have a reasonable time to correct the default, if action is commenced by the LESSEE within Twenty (20) days after receipt of the notice.

SECTION SEVENTEEN
Remedies of Lessor for Breach by Lessee

LESSOR shall have the following remedies in addition to its other rights and remedies in the event LESSEE breaches this lease agreement and fails to make corrections as set forth in Section Sixteen.

1) LESSOR may re-enter the premises immediately and remove the property and personnel of LESSEE, store the property in a public warehouse or at a place selected by the LESSOR, at the expense of the Lessee.

2) After re-entry LESSOR may terminate the lease on giving Twenty (20) days written notice of termination to LESSEE. Without such notice, re-entry will not terminate the lease. On termination LESSOR may recover from Lessee all damages resulting from the breach, including the cost of recovering the premises and the worth of the balance of this lease over the reasonable rental value of the

AMCO Received 2/14/2019

premises for the remainder of the term, which sum shall be immediately due LESSOR from LESSEE.

3) After re-entering, LESSOR may re-let the premises or any part thereof for any term without terminating the lease, at such rent and on such terms as it may choose, the LESSEE being liable for any difference to the LESSOR, which sum shall be immediately due the LESSOR.

4) The above remedies are in addition to any rights or remedies the LESSOR may have in the law or equity.

5) Landlord will not take possession of or remove Marijuana from the premises. Landlord will contact AMCO in the event that marijuana need be removed from the premises.

SECTION EIGHTEEN
Attorney's Fees

SHOULD the LESSOR or LESSEE file an action to enforce any agreement contained in this lease, or for breach of any covenant or condition, the prevailing party shall be entitled to recover his reasonable attorney's fees for the services of his attorney in the action; and, all reasonable and necessary costs and expenses therein, with all fees to be fixed by the court. Any court filing or suit by either party shall be filed and all proceedings conducted at Kenai, Alaska, unless both parties agree to a change of location.

SECTION NINETEEN
Condemnation

EMINENT domain proceedings resulting in the condemnation of a part of the premises leased herein, but leaving the remaining premises useable by LESSEE for the purposes of its business, will not terminate this lease by giving written notice of termination to LESSOR. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate the lease as to the portion of the premises condemned, and lease of the remainder of the lease term shall be reduced by the amount that the usefulness of the premises has been reduced for the business purposes of LESSEE.

SECTION TWENTY
Notice

ANY notice required hereunder may be made by registered mail to the addresses first noted above.

SECTION TWENTY-ONE
Release

LESSEE shall be entitled to an additional Two (2) year lease under the same terms and conditions as this lease, with the exception of rent. Rent must be negotiated to the satisfaction of both parties. Should the parties be unable to agree upon a rent, in writing, this option shall be void. If the Lessee chooses to exercise this option, he must give written notice ninety (90) days prior to the expiration of this lease, and the rent amount agreed upon prior to the expiration of this lease.

AMCO Received 2/14/2019

SECTION TWENTY-TWO
Waiver of Breach

SHOULD either party not insist upon the strict performance of any portion of this contract, or fail to enforce his rights on any breach hereof, such act will not constitute a waiver of any subsequent default or breach of a same or similar nature, and the offended party may insist upon strict performance.

SECTION TWENTY-THREE
Security Deposit

LESSEE will pay the amount of $800.00 as a Security Deposit to the LESSOR for any loss or damage to the property; or, it not being left in a neat, clean and orderly condition; or, back rent; or, any other loss occasioned hereunder upon LESSEE quitting the premises for whatever reason. LESSOR will refund any unused portion of the security deposit as outlined above.

SECTION TWENTY-FOUR
Effect

THIS contract shall be binding upon the heirs, executors, successors, assigns, estates, personal representatives, agents, employees, in title of the parties hereto. Time is of the essence of each and every provision hereof.

IN WITNESS WHEREOF, the parties have executed this lease, at Soldotna, Alaska the day and year first above written.

MIRASOL G. MACASU-ARBELOVSKY
Notary Public
State of Alaska
My Commission Expires Jan 7, 2021

Croy's Enterprise, LLC.
Pine Street Cannabis Co.
36130 Pine Street
Soldotna, AK 99669

The persons above, known to me by identification, did appear before me and sign this document.

Notary Public: _____ Commission Expires 1-7-2021

MIRASOL G. MACASU-ARBELOVSKY
Notary Public
State of Alaska
My Commission Expires Jan 7, 2021

John C. Davis, President (LESSOR)
Myra Arbelovsky, Manager (LESSOR)
Soldotna Business Plaza, Inc.

The person above, known to me to be John C. Davis / Myra Arbelovsky did appear before me and sign this document.

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Notary Public: _____ **Commission Expires** 1-7-2021

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