Basic Lease Provisions

Date: 6/17/2017.

Landlord: Dennis Millhouse

Address of Landlord: 407 E. Northern Lights Blvd.

Tenant: MRM Management, LLC

Leased Premises: 405 East Northern Lights Blvd Anchorage AK 99503

Lease Term: Three (3) Years

Commencement Date: 7/1/2017.

Expiration Date: 7/1/2020.

Fixed Rent: $2500 per month
Rent is due and payable on the 1st day of each calendar month.
Rent is late after the 5th day of the month.

Landlord provides trash pick-up and snow removal.
Tenant provides all other utilities in Tenant's name.

Parking: 5 regular spots + 1 handicap spot

Insurance: Tenant will keep in full force and effect, a policy of public liability and property damage insurance with respect to the premises and the operations of Tenant. A copy of the certificate of insurance shall be delivered to Landlord within 30 days of the start of this lease. Said policy shall name Landlord as an additional insured.

Property Purpose: Landlord is aware that the primary purpose of this property is for a Marijuana Retail Store.

Sublease: Landlord has given consent for the use of subleasing for this property to AKGLD LLC.

Amount Due on Signing: $5000 ($2500 first month rent + $2500 sec dep)

Landlord's Signature: Dennis Millhouse Date: 6-17-17

Tenant's Signature: Mindy Millhouse Date: 6/17/17.

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COMMERCIAL SUBLEASE AGREEMENT

THIS SUBLEASE dated this 17th day of June, 2017

BETWEEN:

MRM Management, LLC
(the "Sublandlord")

OF THE FIRST PART

- AND -

AKGLD, LLC
(the "Subtenant")

OF THE SECOND PART

Background

A. This is an agreement (the "Sublease") to sublet real property according to the terms specified below.

B. The master lease (the "Master Lease") is dated June 17, 2017 and is between Dennis Millhouse (the "Landlord") and the Sublandlord with respect to the following lands and any improvements on those lands (the "Premises"): 405 E. Northern Lights Blvd, Anchorage, AK 99503.

C. The Subtenant is willing to undertake certain obligations of the Master Lease.

IN CONSIDERATION OF the Sublandlord subletting and the Subtenant renting the Subleased Premises, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

Subleased Premises

1. The Sublandlord leases to the Subtenant all of the Premises (the "Subleased Premises").

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Term

2. The term (the "Term") of this Sublease commences at 12:00 noon on July 1, 2017 and ends at 12:00 noon on July 1, 2020.

3. The provisions of this Sublease are subject to the terms and restrictions of the Master Lease.

Rent

4. Subject to the provisions of this Sublease, the rent for the Subleased Premises is $3,500.00 (the "Rent") per month.

5. The Subtenant will pay the Rent to the Sublandlord at 440 E. 36th Ave, Anchorage, AK 99503, or at such other place as the Sublandlord may later designate, on or before the first of each and every month.

Use of Subleased Premises

6. Except as otherwise provided in this Sublease, the Subtenant and the agents and employees of the Subtenant will only use the Subleased Premises for a purpose consistent with the permitted use allowed in the Master Lease. Further, the Subtenant agrees to comply with all other applicable provisions of the Master Lease, and will not do anything that would constitute a violation of any part or condition of the Master Lease.

7. The Subleased Premises may also be used for the following purpose(s): The Cultivation of Marijuana and Retail of Marijuana.

Utilities

8. All payments for utilities and other charges connected with the Subleased Premises, which are to be paid by the Sublandlord under the Master Lease, will be paid by the Subtenant during the Term of this Sublease.

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Maintenance and Repairs

9. The Subtenant agrees to surrender and deliver to the Sublandlord the Subleased Premises and all furniture and decorations within the Subleased Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted. The Subtenant will be liable to the Sublandlord and the Landlord for any damages occurring to the Subleased Premises or the contents of the Subleased Premises or to the building which are done by the Subtenant or the Subtenant's guests.

10. The Subtenant will immediately report all general maintenance issues and needed repairs to the Sublandlord and the Landlord.

Damage Deposit

11. The Subtenant agrees to pay to the Sublandlord a deposit of $2,500.00 (the "Deposit") to cover damages and cleaning. The Sublandlord agrees that if the Subleased Premises and the contents in the Subleased Premises are returned to the Sublandlord in the same condition as when received by the Subtenant, reasonable wear and tear excepted, the Sublandlord will refund to the Subtenant the Deposit, or the amount remaining, at the end of the Term, or within 30 days thereafter. Any reason for retaining a portion of the Deposit will be explained in writing within 30 days to the Subtenant.

Insurance

12. The Subtenant, at the expense of the Subtenant, will carry insurance similar to that required of the Sublandlord under the Master Lease. The Subtenant will include the Sublandlord and the Landlord as additional insured parties on all policies of insurance.

13. The Subtenant will provide proof of such insurance to the Sublandlord and the Landlord upon the issuance or renewal of such insurance.

Taxes

14. The Subtenant will pay any privilege, excise and other taxes duly assessed against the business of the Subtenant, the Subleased Premises and any personal property on or about the Subleased Premises. The Subtenant will avoid the assessment of any late fees or penalties.

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Event of Default

15. The Subtenant will default under this Sublease if any one or more of the following events (the "Event of Default") occurs:

    a. The Subtenant fails to pay the Rent to the Sublandlord or any amount of it when due or within any grace period, if any.

    b. The Subtenant fails to perform any of its obligations under this Sublease or any applicable obligation under the Master Lease.

    c. The Subtenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Subtenant.

    d. The Subtenant abandons the Subleased Premises or any part of the Subleased Premises.

    e. The Subtenant uses the Subleased Premises for any unpermitted or illegal purposes.

    f. The Subtenant fails to commence, diligently pursue, and complete the Subtenant's work to be performed pursuant to this Sublease pertaining to the Subleased Premises.

    g. The Subleased Premises, or any part of the Subleased Premises is completely or partially damaged by fire or other casualty that is due to the Subtenant's negligence, willful act, or that of the Subtenant's employee, family, agent, or guest.

    h. Any other event of default provided in the Master Lease or the Act.

Remedies

16. Upon the occurrence of any Event of Default, the Sublandlord has any or all of the following remedies:

    a. Terminate the Sublease upon the greater of any notice required in the Master Lease or the Act and the Term will then immediately become forfeited and void.

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b. The Sublandlord may, but is not obligated to, perform on behalf of the Subtenant, any obligation of this Sublease or the Master Lease which the Subtenant has failed to perform. The Sublandlord may seek redress from the Subtenant for such performance.

c. The Sublandlord may reenter the Subleased Premises or any part of the Subleased Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained within the Subleased Premises.

d. Any other remedy provided in the Master Lease or the Act.

17. No reference to or exercise of any specific right or remedy by the Sublandlord will prejudice or preclude the Sublandlord from any other remedy whether allowed at law or in equity or expressly provided for in this Sublease or the Master Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Sublandlord may from time to time exercise any one or more of such remedies independently or in combination.

18. Upon the expiration, termination or cancellation of the Master Lease or this Sublease, all obligations of the parties under this Sublease will be extinguished.

19. Any improvements remaining on the Subleased Premises upon termination will revert to the Sublandlord and will be free of any encumbrance at the time of such reversion.

Surrender of Premises

20. At the expiration of the Term of this Sublease, the Subtenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Governing Law

21. It is the intention of the parties to this Sublease that the tenancy created by this Sublease and the performance under this Sublease, and all suits and special proceedings under this Sublease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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Severability

22. If there is a conflict between any provision of this Sublease and the applicable legislation of Alaska (the "Act"), the Act will prevail and such provisions of the Sublease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Sublease.

23. In the event that any of the provisions of this Sublease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Sublease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Assignment and Subletting

24. The Subtenant will not assign, transfer or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the Sublandlord and the Landlord.

Additional Provisions

25. _____
_____
_____
_____
_____
_____
_____

Notices

26. Unless otherwise specifically provided in this Sublease, all notices from the Subtenant to the Sublandlord will be served or sent to the Sublandlord at the following address:
2612 Eagle St, Anchorage, AK 99503.

27. Unless otherwise specifically provided in this Sublease, all notices from the Sublandlord to the Subtenant will be served or sent to the Subtenant at the following address:

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405 E. Northern Lights Blvd. Anchorage. AK 99503.

28. All notices to be given under this Sublease will be in writing and will be served personally or sent by certified or registered mail using the United States Postal Service.

Master Lease

29. Except as otherwise expressly provided in this Sublease, the Subtenant will perform all applicable duties and obligations of the Sublandlord under the Master Lease from July 1, 2017 until the end of the Term of this Sublease.

30. Except as otherwise expressly provided in this Sublease, the Sublandlord will have, as to the Subtenant, all applicable rights and remedies that the Landlord has with respect to the Sublandlord in the Master Lease.

31. This Sublease contains all of the conditions and terms made between the parties to this Sublease, and may not be modified orally or in any other manner other than by agreement in writing signed by all parties to this Sublease or their respective successors in interest.

32. This Sublease incorporates the terms of and is subject to the Master Lease, a copy of which is attached to this Sublease, and which is incorporated as if it were set out in this Sublease.

General Provisions

33. In the event of any legal action concerning this Sublease, the losing party will pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court and such judgment will be entered.

34. The Sublandlord may enter the Subleased Premises upon 24 hours' notice for any of the following reasons:

    a. to inspect the Subleased Premises;

    b. to maintain the Subleased Premises; or

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c. to make repairs that the Sublandlord is obligated to perform.

35. This Sublease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Sublease. All covenants are to be construed as conditions of this Sublease.

36. All sums payable by the Subtenant to the Sublandlord under any provision of this Sublease will be deemed to be Additional Rent and will be recovered by the Sublandlord as rental arrears.

37. Where there is more than one Subtenant executing this Sublease, all Subtenants are jointly and severally liable for each other's acts, omissions and liabilities under this Sublease.

38. The Subtenant will be charged an additional amount of $25.00 for each N.S.F. check or check returned by the Subtenant's financial institution.

39. All schedules to this Sublease are incorporated into and form an integral part of this Sublease.

40. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Sublease. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Sublandlord" and "Subtenant" as used in this Sublease include the plural as well as the singular; no regard for gender is intended by the language in this Sublease.

41. This Sublease may be executed in counterparts.

42. Time is of the essence in this Sublease.

43. The Sublandlord and the Subtenant have no interest or other rights of ownership in each other. The parties to this Sublease are not agents for each other. Under no circumstances will this Sublease be construed as creating a partnership or joint venture between the parties to this Sublease.

44. Each signatory to this Sublease acknowledges receipt of an executed copy of this Sublease.

45. This Sublease will not be valid and binding on the Sublandlord and Subtenant unless and until it has been completely executed by and delivered to both parties and the Landlord has consented to

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this Sublease.

IN WITNESS WHEREOF the Sublandlord and the Subtenant have duly affixed their signatures under hand and seal on this 17th day of June, 2017.

MRM Management, LLC

per: _____ (SEAL)

Witness

Witness

AKGLD, LLC

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AMENDMENT TO LEASE

THIS AMENDMENT is entered into between Landlord and Tenant effective as of the 13th day of July, 2018 under that certain Lease Agreement originally dated February 2nd, 2018, related to the property commonly known as 405 East Northern Lights, Blv., Anchorage, AK 99503.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LANDLORD AND TENANT, THE PARTIES HEREBY AGREE THAT THE LEASE IS AMENDED AS FOLLOWS.

1. **Access and Inspection.** 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 Regulations. At no time shall Landlord have more than five persons enter the premises.

2. **Possesion**: 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, abandons the property, or similar event.

Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

DATED effective as of the year and date above set forth.

LANDLORD:
MRM Management, LLC

By: _____
Mindy Millhouse, Managing Member

TENANT:
AKGLD, LLC

By: _____
James Millhouse, Member

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