Master Lease Agreement

This Master Lease Agreement (this "***Lease***") is dated as of Oct 18 2018, by and between **Alaskan Grown Products LLC**, an Alaska limited liability company ("***Tenant***"), and **BTP, LLC**, an Alaska limited liability company ("***Landlord***").

WHEREAS, Landlord owns the real property commonly known as 230 Tundra Way, Bethel AK, and legally described as:

1) Lot Six (6), Block Fourteen (14), Townsite of Bethel, U.S. Survey 3230A and 3230B, according to the official Bureau of Land Management Survey thereof, being located in the Bethel Recording District, Fourth Judicial District, State of Alaska (the "***Property***").

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Property, excepting the seven-plex apartment building upon the Property and the area of the Property underlying the apartment building and extending ten (10) feet from each exterior wall of the apartment building, and the parking areas and the drives providing ingress and egress to the apartment building, as depicted on Exhibit A (together, the "***Retained Area,***" and the Property less the Retained Area, the "***Leased Premises***").

WHEREAS, Landlord is relying on the historic pattern of the federal government relying primarily on the state and local governments to address marijuana businesses that are state licensed and in any event, if this federal government policy shifts, Landlord intends and shall always have the right to comply with the federal government and its request. Tenant will abide by the following priorities, in addition to all state and local regulatory requirements:

- *Preventing the distribution of marijuana to minors;*
- *Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs and cartels;*
- *Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;*
- *Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;*
- *Preventing violence and the use of firearms in the cultivation and distribution of marijuana;*
- *Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;*
- *Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and Preventing marijuana possession or use of marijuana on federal property.*

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NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, in accordance with this Lease, the entire Leased Premises, together with all rights of ingress and egress pertaining thereto, subject to the terms and conditions contained in this Lease.

2. Term. The term of this Lease shall be for 10 years, commencing November 1, 2018 and ending at 11:59 p.m. on October 31, 2028 (the "***Initial Term***"), unless sooner terminated in accordance with the terms of this Lease. The term of this Lease may be renewed for one or more additional terms by mutual agreement of the parties (each, a "***Renewal Term***" and, together with the Initial Term, the "***Term***") if the parties agree to such renewal at least ninety (90) days prior to the end of the then-current Term. If the parties do not agree to renew this Lease at least ninety (90) days prior to the end of the then-current Term, this Lease shall terminate at the conclusion of such Term. Each Renewal Term shall be upon the same terms and conditions set forth in this Lease unless otherwise agreed in writing by the parties.

3. Early Termination. Landlord shall have the right upon Landlord's sole election, upon three (3) days prior written notice to Tenant, to terminate this Lease:

(a) in the event that the Landlord's bank or other lender commences an action, or threatens to commence an action against the Landlord alleging that this Lease, or any operations under the Lease or any sublease, violates Landlord's contractual obligations pursuant to its obligations under its loan agreements with Landlord's bank or other lender, or (ii) the seizure or threatened seizure by any governmental authority seeking forfeiture of the Leased Premises, whether or not a court proceeding has actually commenced; or (iii) Landlord's bank takes or threatens to take any action to close Landlord's accounts at Landlord's bank or to take any other action adverse to Landlord as a result this Lease, or any operations under the Lease or any sublease;

(b) Landlord's receipt of any notice from any governmental authority asserting that this Lease or Tenant's use of the Lease Premises, or Tenant's business operations, violates any federal, state or local laws or regulations relating to the sale, possession or use of marijuana, whether or not any court proceeding has actually commenced;

(c) The entry of judgment (whether final or not) that has the effect (whether by restraining order, injunction, declaration, or otherwise) of establishing the Tenant's use of the Premises constitutes a public or private nuisance;

(d) The commencement of an action under any federal, state, or local law (ordinance) or regulation seeking remediation of the Premises as a result of a violation by Tenant of any mandate pertaining to environmental sensitivity or commission of waste, irrespective of Tenant's intent and course of action following its commencement;

(e) A final, appealable judgment having the effect of establishing that Tenant's operation violates Landlord's contractual obligations (i) pursuant to any private covenants

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of record restricting the Premises, (ii) good faith and fair dealing to any third party, or (iii) pursuant to its obligations under its mortgage agreement with Landlord's mortgagee;

(f) An event that (i) requires closure of one or more of the buildings upon the Leased Premises for more than 180 consecutive days for remediation of materially adverse circumstances created by Tenant's use of the Leased Premises, or for more than 210 nonconsecutive calendar days within a 360 consecutive day period, or (ii) causes Landlord's insurance carrier to cancel casualty and/or liability coverage on the Leased Premises or any other part of the Property unless the Tenant procures coverage for the Property, including the Leased Premises within five (5) calendar days thereafter, and commences and thereafter continues to pay any premium cost in excess of the premium (pre-cancellation) paid by Landlord without credit or offset against the Rent reserved under this Lease. This shall not include fire and other natural calamity events, unless the source of any such event is directly related to Tenant's operation, such as a heat lamp-related fire in any cannabis cultivation site.

4. Use of the Leased Premises and Required Compliance with Laws. Tenant shall be permitted to use and operate the Leased Premises for general retail business purposes, including to conduct the business of a commercial marijuana retail store. The parties acknowledge that myriad regulations and local, state, and federal laws govern the operation of Tenant's use and that Tenant alone will be responsible for compliance with all laws, regulations, mandates and requirements of any nature. The parties also acknowledge that under federal law, the production, distribution and sale of cannabis remains a violation of the Controlled Substances Act and that, as between Landlord and Tenant, the risk of enforcement of such laws is exclusively on Tenant. Tenant's foregoing obligation shall encompass (i) all state and local laws and regulations from any governmental authority with jurisdiction over Tenant's use, including but not limited to the Alaska Marijuana Control Board regulations and related guidance memorandums, and local zoning ordinances; and (ii) all federal laws to the extent those laws are not inconsistent with state and local laws allowing Tenant to use the Premises for the Permitted Use. The covenant to comply encompasses all applicable laws and regulations that become effective before and during the Lease Term, and all of the agreements and obligations set forth in this Section 4 (collectively, the "Mandates"), regardless of the cost of such compliance. Tenant's inability or failure to comply with the Mandates shall be grounds for termination of this Lease.

5. Rent and Other Sums to be Paid by Tenant.

a. Base Rent. Tenant shall pay to Landlord rent in the amount of $24,000.00 annually in monthly installments of $2,000.00 as base rent for the Leased Premises during the first year of the Lease Term; *provided that,* rent in the amount of $1,500 per month shall be abated until the earlier of the date that Tenant receives a license to operate a marijuana retail store or that is six (6) months from the commencement date of the Initial Term. The base rent shall increase 2.5% effective on each anniversary of the Lease Term, including each anniversary of any Renewal Term. The rent shall be payable in advance on the first (1st) day of each calendar month during the Lease Term, except that the first month's rent shall be paid upon the execution of this Lease. Except as otherwise specifically set forth in this Lease, all rent shall be paid to Landlord without deduction or offset, in lawful money of the United States of America to Landlord's address set forth in this

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Lease, or to such other person or persons or at such other places or in such other manners as Landlord may from time to time designate by written notice to Tenant.

b. Additional Rent. In addition to the foregoing, Tenant shall pay prior to delinquency and directly to the taxing authorities in which the Leased Premises are located all applicable real property taxes and assessments levied or assessed upon or against the Leased Premises, and further agrees to pay prior to delinquency and directly to the taxing authorities in which the Leased Premises is located all applicable personal property taxes on personal property situated on the Leased Premises. Tenant shall, within 30 days after any such tax, assessment or other charge shall become due and payable, whether or not constituting a lien on the Leased Premises, provide to Landlord satisfactory evidence of payment thereof.

In addition to the foregoing, all other costs, expenses, charges, fees, taxes, assessments and other sums that Tenant assumes or agrees to pay pursuant to this Lease shall, at Landlord's election, be treated as additional rent. All additional rent shall be paid at the same time and in the same manner as the base rent. In the event of nonpayment of additional rent, Landlord have all rights and remedies provided in this Lease in the case of nonpayment of rent or of a breach of condition, at Landlord's election. If Tenant shall default in making any payment required to be made by Tenant or shall default in performance of any term, covenant or condition of this Lease on the part of Tenant to be kept, performed or observed that shall involve the expenditure of money by Tenant, Landlord at Landlord's option may, but shall not be obligated to, make such payment on behalf of Tenant and expend such sum as may be necessary to keep, perform or observe such term, covenant or condition. Any and all sums so expended by Landlord, with interest thereon from the date of such expenditure until repaid, at the rate set forth in Section 18(b) of this Lease, shall be additional rent, and shall be repaid by Tenant to Landlord on demand; *provided that,* no such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default, nor shall it affect any remedy of Landlord by reason of such default.

6. Condition, Repair and Maintenance of the Leased Premises.

a. Tenant Obligations.

i. Cleaning. Cleaning of the Leased Premises shall be the sole responsibility of the Tenant. Tenant shall keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage and other waste, in a clean, tidy and sanitary manner. At the expiration or termination of this Lease, Tenant shall deliver the Leased Premises to the Landlord in good order and repair, subject to ordinary wear and tear.

ii. Maintenance and Repairs. Tenant shall, at its sole cost and expense maintain the Leased Premises in good order and repair and shall perform all renovations, redecorating, repairs and maintenance to all parts of the Leased Premises, including without limitation, the interior walls, exterior walls, plumbing and plumbing fixtures, electrical service, lines and fixtures, floor drains, light fixtures, doors, windows, roof, ceiling, floors, HVAC systems, the parking areas and drives, and landscaping, including replacement thereto or thereof. Tenant shall not replace any locks or security hardware on the Leased Premises without the consent of the Landlord. Tenant shall ensure that the Landlord is provided with all keys and/or access codes to any new locks or security hardware that may be installed.

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iii. Services and Utilities. Tenant shall, at Tenant's own expense, obtain all utility services supplying the Leased Premises, including, but not limited to, refuse, electricity, water, sewer, standby water for sprinkler, gas, telephone and all other utilities and other communication services, in its own name, effective as of the commencement of this Lease, and shall pay the cost directly to the applicable utility, including any fine, penalty, interest or cost that may be added thereto for non-payment thereof.

7. Laws, Permits and Governmental Regulations.

a. Expenses. Tenant shall promptly and punctually pay all charges and expenses incurred in connection with its use of the Leased Premises by any governmental agency by reason of its use and occupancy of the Leased Premises or the operation of its business therein or thereon.

b. Permits. Tenant is solely responsible for all permits, licenses and zoning approvals related to its business.

8. Insurance. Tenant shall carry and maintain the following insurance ("Tenant's Insurance") at its sole cost and expense: (a) comprehensive commercial general liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, including $100,000 fire legal liability for bodily injury (including death and property damage); (b) workers' compensation insurance as required by the laws of the jurisdiction where the Leased Premises are located; (c) property insurance under an all risk or special basis to include fire and extended coverage (but excluding earthquake and flood) providing coverage for the full replacement value of the Leased Premises; and (d) property insurance upon the Leased Premises and personal property owned by Tenant ("***Tenant's Property***") with coverage for perils. All commercial general liability and property insurance policies shall name Tenant as a named insured and Landlord as additional named insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance on the Effective Date, and upon renewals at least fifteen (15) days after the scheduled expiration of the insurance coverage.

Notwithstanding anything in this Lease to the contrary, Landlord and Tenant shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents and employees for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, Landlord's Property, the Leased Premises, any additions or improvements to the Leased Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord and its agents, employees or contractors or the negligence of Tenant or its agents, employees or contractors which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

9. Condemnation. If the Leased Premises, or any part thereof, is taken by eminent domain, at Landlord's option, this Lease (a) shall expire on the date when the Leased Premises shall be so taken, and the rent shall be apportioned as of that date, or (b) shall continue in full force

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and effect with an abatement in rent commensurate with the reduction of square footage of the Leased Premises. No part of any award shall belong to Tenant.

10. Destruction. If the Leased Premises are totally or partially destroyed during the term of this Lease, then Landlord may elect to either terminate this Lease or restore the destroyed premises. If Landlord elects to restore the premises, then Lease shall not be terminated, and Tenant shall continue paying rent adjusted downward by a percentage equal to the percentage of square feet of the Leased Premises rendered unusable by destruction. Upon completion of restoration, the rent shall be calculated against as if there were not destruction.

11. Assignment and Subletting. Tenant may assign or sublease all or any part of the Leased Premises; provided that Landlord consents in writing to such assignment or sublease. Landlord will not unreasonably withhold its consent. If this Lease is assigned by Tenant, or the Leased Premises are encumbered, then Landlord may, in the event of a default of this Lease, collect rent from the assignee, subtenant or occupant, and apply the amount collected to the rent owed under Section 5. No assignment, subletting, occupancy or collection shall be deemed a waiver by Landlord of the provisions of this Lease, the acceptance by Landlord of the assignee, subtenant or occupant as a tenant, or a release by Landlord of the Tenant from the further performance by Tenant of its obligations under this Lease. The consent by Landlord to any assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express written consent of Landlord to any further assignment or subletting.

12. Landlord's Right to Inspect and Repair. Subject to any applicable state or local law, Landlord or Landlord's agents, employees or representatives may enter into and upon all or any part of the Leased Premises during the Term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Leased Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so. This section shall not be deemed, nor construed to create, an obligation on the part of Landlord to make any inspection of the Leased Premises or to make any repairs, alterations, additions or improvements to the Leased Premises for its safety or preservation.

13. Landlord's Right to Exhibit Premises. Landlord or Landlord's agents, employees or representatives shall have the right to show the Leased Premises during the Term. Landlord or Landlord's agents, employees or other representatives shall have the right to place notices on any parts of the Leased Premises offering the Leased Premises for lease at any time during the Term, offering the Leased Premises for sale and Tenant shall permit the signs to remain without hindrance or disturbance. 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.

14. Landlord not Liable. Landlord shall not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts

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or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord, or any act or omission of any other person. Tenant agrees that Landlord shall not be liable for, and is hereby released from any responsibility for, any damage to person or property (or resulting from the loss of use thereof) that is sustained by Tenant or any of Tenant's agents, employees, or representatives, including any such damage caused by any active or passive act, omission or neglect of Landlord or by any act or omission for which liability without fault or strict liability may be imposed.

15. Force Majeure. With the exception of the payment or rent and additional rent, whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, as the case may be, Landlord or Tenant shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to as an "***Unavoidable Delay***"). Landlord and Tenant shall use reasonable efforts to notify the other party no later than ten (10) business days after such party knows of the occurrence of an Unavoidable Delay; provided, however, that such party's failure to notify the other of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to such party under this Lease. In no event shall any party's financial condition or inability to fund or obtain financing constitute an Unavoidable Delay with respect to such party.

16. Indemnification and Waiver of Liability. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, damages, costs, attorneys' fees, expenses and liabilities arising in connection with (a) Tenant's use of the Leased Premises; (b) any activity carried out in or about the Leased Premises or related to the Tenant's business by Tenant or any employee, agent or representative of Tenant, or invitees of Tenant; (c) any breach or default in performance of any obligation by or of Tenant or any employee, agent or representative of Tenant; and (d) any violation by Tenant or its affiliates, or their respective employees, agents or representatives, of any laws, regulations or other Mandates, including revocation, suspension or termination of any required permits. Tenant, as a material part of the consideration to Landlord under this Lease, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause other than the gross negligence of Landlord, and Tenant hereby waive all claims with respect thereof against Landlord. Tenant may, at its sole cost and expense, protect and defend against any government action which threatens its normal business activity. Tenant hereby agrees that this Lease is fully binding and Tenant has investigated any and all possibilities of conducting business at said location, and will honor any and all lease payments during the Term and any extension thereof. Tenant acknowledges that it has inspected the Leased Premises and accepts the same "as is" and without reliance on any representations or warranties of Landlord, its employees or agents as to the physical condition of the Leased Premises, or as to the habitability or fitness of the Leased Premises for any particular purpose. Tenant shall indemnify, defend and hold harmless Landlord from any litigation, liabilities, claims and/or disputes of any kind whatsoever, and any costs and reasonable actual attorneys' fees incurred by Landlord in connection therewith, upon acceptance of this Lease, during the Term and

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any extension thereof. Additionally, Tenant agrees to indemnify and hold harmless Landlord from and against damages or losses Landlord incurs, including costs and reasonable actual attorneys' fees as a result of (a) any Early Termination Causes, (b) any violation of the Controlled Substance Act or enforcement action taken by the federal authorities pursuant to the Controlled Substance Act, and/or (c) damage done to the Leased Premises as a result of robberies, break-ins and burglaries.

17. Subordination, Attornment. This Lease is subject and subordinate to any deed of trust, mortgage, lien, encumbrance, lease, financing, loans, other arrangements or right to possession (collectively, the "***Encumbrances***") with regards to the building or land on or in which the Leased Premises is situated, that Landlord is obligated to now or in the future, including existing and future Encumbrances on the building and land on or in which the Leased Premises is situated. Although no instruments or act on the part of Tenant are necessary to effectuate such subordination, Tenant shall nevertheless execute and deliver such further instruments that the Landlord may request from time to time to further evidence such subordination to all such Encumbrances. In the event any proceedings are brought for foreclosure or the exercise of any power of sale under a deed of trust or mortgage covering the Leased Premises, Tenant shall attorn to the purchaser upon any such sale or foreclosure and recognize such purchaser as Landlord under this Lease. In the event of any sale of the Leased Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale.

18. Default by Tenant and Landlord's Remedies.

a. Event of Default. If any one or more of the following events occurs and is continuing beyond the period set forth in any default notice provided to be given, an "***Event of Default***" shall have occurred under this Lease: (i) Tenant fails to pay any monthly rent payment or other sums due from Tenant to Landlord within five (5) calendar days of the applicable due date; (ii) Tenant breaches any provision of this Lease and such failure in compliance shall continue for thirty (30) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant has not in good faith commenced within such thirty (30) day period to remedy such failure and continued diligently to prosecute the same to completion; (iii) Tenant vacates or abandons the Leased Premises; or (iv) Tenant is adjudged insolvent or makes and assignment for the benefit of creditors, or if a receiver or other liquidating officer of Tenant is appointed, or a petition for relief is filed by or against Tenant in bankruptcy, or other dissolution or insolvency proceedings are commenced by or against the Tenant.

b. Right to Terminate Lease and Re-Enter. If an Event of Default occurs, then Landlord may, in addition to any other remedy available to Landlord under this Lease or by law, at Landlord's option to immediately enter and take possession of the Leased Premises and declare this Lease terminated, and Tenant shall quit and surrender possession of the Leased Premises, but Tenant shall remain liable to Landlord as hereinafter provided, and upon Tenant' failure to surrender of possession. Landlord may recover from Tenant such damages attributable to Tenant's default from the date of such breach to the date of the expiration of the term hereof. Landlord may re-enter the Leased Premises by summary proceeding or otherwise free from any interest of Tenant therein. If any Event of Default or Tenant bankruptcy, insolvency or assignment for the benefit of

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creditors occurs, Landlord may declare the balance of rental for the entire remaining term of this Lease at once due and payable by delivering written notice of such declaration to Tenant. If Tenant defaults on any of its obligations hereunder other than for the payment of rent, Landlord may cure such default on behalf of the Tenant, in which case Tenant shall immediately reimburse Landlord for all sums paid to effect such cure, together with interest at the rate of 18% per annum and reasonable attorney's fees, as additional rent hereunder. In order to collect such reimbursement, Landlord shall have all the remedies available under this Lease for a default in the payment of rent.

c. Landlord's Right to Restore and Re-Let, and Tenant's Liability for Expenses. If Landlord obtains possession by re-entry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord may, without the obligation, make renovations, alterations and repairs to the Leased Premises required to restore them to the same condition during the Term, and to re-let the Leased Premises or any part thereof for a term or terms that may be less or more than the full Term of this Lease had Landlord not re-entered and re-possessed or terminated this Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under this Lease. Any of the foregoing action taken or not taken by Landlord shall be without waiving any rights that Landlord may otherwise have under law or in accordance with this Lease. Tenant shall pay and indemnify Landlord against all legal and other expenses reasonably incurred by Landlord, including reasonable actual attorney's fees and the costs of litigation, in terminating this Lease by reason of an Event of Default, in obtaining possession of the Leased Premises, in making all alterations, renovations and repairs and in paying the usual and ordinary commissions for re-letting the same.

d. Liability of Tenant after Re-Entry and Possession or Termination.

i. Survival of Obligations. If any Event of Default occurs (whether or not this Lease is terminated as a result of an Event of Default), Tenant shall remain liable to Landlord for all fixed annual rent and additional rent herein reserved (including, but not limited to, the expenses to be paid by Tenant in accordance with this Lease); less the net amount of rent, if any, that shall be collected and received by Landlord from the Leased Premises, for and during the remainder of the Term. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Leased Premises or any part thereof for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable. Landlord shall have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs other than rent or damages; (ii) to the payment of any cost of re-letting, including, without limitation, brokerage fees prorated over the life of the term of the re-letting and applicable to the remainder of the Term; (iii) to the payment of any cost of altering or repairing the Leased Premises; (iv) to the payment of fixed annual rent and additional rent or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, shall be held by Landlord and applied for the payment of future fixed annual rent and additional rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this paragraph, and Tenant expressly agrees that any such suit shall not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re-entry" and "re-enter," as used herein, shall not be construed as limited

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to their strict legal meaning. 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 Leased Premises if Tenant cannot be reached, abandons the property, or similar event.

ii. Rights on Termination. If Landlord terminates this Lease by reason of an Event of Default, then Landlord shall thereupon have the right, without obligation, as an alternative to suing Tenant periodically pursuant to the provisions of subparagraph (i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of fixed annual rent and additional rent reserved herein for the remainder of the term over the then reasonable rental value of the Leased Premises for the same period. Landlord shall not, by any re-entry or other act, be deemed to have terminated this Lease, unless Landlord shall notify Tenant in writing that Landlord has elected to terminate the same.

e. Right to Injunction. In the event of a breach or threatened breach by Tenant of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

19. Tenant's Trade Fixtures and Removal. Any trade equipment, trade fixtures, goods or other property of Tenant shall be removed by Tenant on or before the earlier of expiration of the Term or upon termination of this Lease. Any trade equipment, trade fixtures, goods or other property of Tenant not removed by Tenant on the earlier of expiration of the Term or upon termination of this Lease, or upon any deserting, vacating or abandonment of the Leased Premises by Tenant, or upon Tenant's eviction, shall, at Landlord's discretion, be considered as abandoned and Landlord shall have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord will not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.

20. Limitations on Landlord's Liability. The liability of Landlord to Tenant (or any Tenant Representative) under this Lease, or any matter relating to or arising out of the occupancy or use of the Leased Premises, shall be limited to Tenant's actual direct, but not consequential, damages therefor. Notwithstanding any contrary provision herein, Landlord shall not be liable for any injury or damage to, or interference with, Tenant's business, including loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or for any form of special or consequential damage, in each case however occurring. Landlord shall not have any personal liability with respect to any of the provisions of this Lease, the Leased Premises, or the Property. If Landlord is in breach or default with respect to Landlord's obligations under the Lease, or Landlord is otherwise liable to Tenant in connection with this Lease, Tenant shall look solely to the equity interest of Landlord in the Property for the satisfaction of Tenant's remedies or judgments. No other real, personal, or mixed property of Landlord, wherever situated, shall be subject to levy to satisfy such judgment. No person who is an officer, director, shareholder, member (or principal or partner or other constituent person or entity of any non-corporate Landlord), employee, agent or legal representative of Landlord shall be personally liable for any obligations or liabilities of Landlord under this Lease.

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21. Option to Purchase. At any time after the 2nd anniversary of the commencement of the Lease Term, Tenant shall have the option to purchase the Property for a price determined in accordance with this Section 21.

(a) *Exercise of Option.* Tenant's election to exercise this option must be evidenced by a written notice addressed to Landlord, sent by registered or certified mail to Landlord's address.

(b) *Price.* The price to be paid by Tenant to Landlord for the Property, if the option is exercised, shall be the fair market value of the Property.

(c) *Appraisal Procedure.* If Landlord and Tenant cannot agree on the purchase price within fourteen (14) days of the date Tenant exercises the option, Landlord shall order an appraisal of the Property by a qualified appraiser and shall deliver a copy to Tenant ("***Landlord's Appraisal***") promptly after receipt. Tenant shall have fourteen (14) days after receipt of Landlord's Appraisal in which to accept or reject Landlord's Appraisal, provided that if Tenant does not reject Landlord's Appraisal in writing within such fourteen (14) day period, the amount stated in Landlord's Appraisal as the fair market value of the Property shall be conclusively established as the fair market value for purposes of determining the purchase price. If Tenant elects to reject Landlord's Appraisal, Tenant must provide Landlord written notice within such fourteen (14) day period, order an appraisal ("***Tenant's Appraisal***") from a qualified appraiser, and promptly deliver a copy of Tenant's Appraisal to Tenant. If the difference in the fair market values set forth in Landlord's Appraisal and Tenant's Appraisal is 10% or less, then the average of the fair market values shall be conclusively established as the fair market value of the Property. If the difference in the fair market values set forth Landlord's Appraisal and Tenant's Appraisal is more than 10%, then the parties shall promptly and mutually select a third qualified appraiser who shall determine the fair market value of the Property by selecting either Landlord's or Tenant's Appraisal or a value between the two, which value shall be conclusively established as the fair market value of the Property.

(d) *Expenses.* If Tenant purchases the Property, Landlord shall pay the cost of standard title insurance and Landlord and Tenant shall each pay one-half of closing costs, including, but not limited to, escrow fees, recording fees and other closing costs.

(e) *Taxes and Utilities.* Tenant shall continue to pay all taxes, utilities, and other obligations under this Lease until the date of the closing.

(f) *Sale by Landlord.* If, during the Lease Term, Landlord desires to sell the Property, Landlord shall give written notice to Tenant. Tenant shall have sixty (60) days after receipt of Landlord's notice to exercise its option to purchase the Property pursuant to sub-section (a) of this Section 21. If Tenant exercises the option, the purchase price shall be determined and the sale shall close in accordance with the terms set forth in this Section 21. If Tenant does not exercise the option with the sixty (60) day period, or if Tenant affirmatively declines in writing the option to exercise its right under this Section, or if Tenant exercises the option but fails to close the sale within ninety (90) days after receipt of Landlord's notice, then Tenant's rights under this Section 21 automatically will terminate and the Landlord may sell the Property to a third party. In

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such case, this Section 21 shall be deemed deleted from this Lease without further action by the parties.

22. Notices. All notices, payments, demands or communications required or permitted to be given by any provision of this Lease shall be in writing and shall be deemed to be delivered, given and received for all purposes (a) as of the date and time of actual receipt, in the case of notices delivered personally; (b) one (1) day after deposit with a nationally recognized overnight delivery service; (c) if sent by electronic mail, upon confirmed receipt by recipient; or (d) five (5) days after deposit in registered or certified United States mail, return receipt requested, as applicable. Such notices, payments, demands or communications shall be delivered personally to the recipient, or sent by registered or certified United States mail, return receipt requested, or by nationally recognized overnight delivery service, addressed to such address on the signature page hereto or as may be specified from time to time by notice to the parties hereto.

23. Tenant's Right to Quiet Enjoyment. Upon paying the rents and other sums required of Tenant under this Lease and faithfully and fully performing the terms, conditions and covenants of this Lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the Term.

24. Termination by Tenant for Government Action Against the Marijuana Industry.

The Landlord acknowledges that the Tenant's ability to fund this Lease is based on state and city licensing for the operation of a marijuana facility. In the event the state or city eliminates the recreational marijuana program through a public vote or government issued regulation, or the Tenant no longer has an approval to maintain a marijuana retail facility through no fault of the Tenant, the Tenant, at its sole discretion, may terminate this Lease provided that: (i) Tenant must give at least ninety (90) days prior written notice to Landlord of its election to terminate this Lease as to any or all of the Leased Premises for this reason, and (ii) Tenant must pay all rent and additional rent due through the date of termination

25. Miscellaneous.

a. Non-Waiver by Landlord. The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

b. Entire Agreement. This Lease constitutes the entire agreement and understanding among Landlord and Tenant with respect to the lease of the Leased Premises and the other transactions contemplated by this Lease. All prior representations, understandings and agreements between the parties with respect to the subject matter hereof and thereof are superseded by this Lease.

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c. Choice of Law. This Lease shall be construed and interpreted in accordance with the laws of Alaska, without regard to the conflict of any laws or provisions thereof, as though all acts and omissions related to this Lease occurred in Alaska.

d. Captions. The captions of the paragraphs in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

e. Counterparts. This Agreement may be executed in counterparts, including by electronic signature or scanned copies of original signature pages, each of which shall be considered an original.

f. Surrender. Neither the acceptance of keys to the Leased Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord shall be deemed to be an acceptance of a surrender of the Leased Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Leased Premises.

g. Binding Effect. This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

h. Landlord Defined. "Landlord" in this Lease means and includes only the owner at the time in question of the Leased Premises and, in the event of the sale or transfer of the Leased Premises, Landlord shall be released and discharged from the provisions of this Lease thereafter accruing, but such provisions shall be binding upon each new owner of the Leased Premises while such party is an owner.

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

[Signature Page to Follow]

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The undersigned have caused this Lease to be executed and delivered, effective as of the date and year first above written.

LANDLORD:

By: _____
Name: Dave Cottrell
Title: Manager
Address:

TENANT:

By: _____
Name: Kalla Peacock
Title: Owner
Address: HC89 Box 255
Willow, AK 99688

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