LEASE ASSIGNMENT FORM

This Agreement is made by and between, Sarah Lorimer Jennifer Johnstc of N/A City of Palmer in the State of Alaska (the "Assignor") and N/A of Country Cannabis, LLC City of Palmer in the State of Alaska (the "Assignee") on the 7 of Janurary, 2020.

WHEREAS, on the 15 day of November, 2019, the Assignor entered into a lease with OI Colony Company LLC ("Landlord") for the premises located at 2323 S. Trunk Road City of Palmer in the State of Alaska and more particularly described as follows:

(the "Lease"). WHEREAS, Assignor desires to transfer the rights, title and interest to the leased premises to Assignee.

NOW THEREFORE, for full and valuable consideration, Assignor hereby assigns and transfers the Lease attached hereto and incorporated herein, together with all the rights, title, and interest in and to the Lease and premises, subject to all the conditions and terms contained therein, to have and to hold from the 7 day of January, 2020 until the Lease term expires on the 30 day of November, 2022.

The Assignor affirms that Assignor is not in default under the Lease and that all payments due under the Lease as of the date herein have been made and that there are no other claimants to Assignor's interest in the Lease.

The Assignee hereby agrees to assume all rental payments due after the date of this Agreement and to perform all duties and obligations required by the terms of the Lease.

AMCO Received 2/18/2020

This Lease Assignment Form was executed on the 7 day of January, 2020.

Assignor's Signature _____ Print Sarah Lorimer

Date 1/7/2020

Assignor's Signature _____ Print Jennifer Johnston

Date 1/7/20

Assignor's Signature _____ Print _____

Date _____

Assignee's Signature _____ for Country Cannabis LLC Print Country Cannabis,LLC

Date 1/7/2020

Assignee's Signature _____ for Print Country Cannabis,LLC

Date 1/7/20

Assignee's Signature _____ Print _____

Date _____

LANDLORD'S CONSENT

I, Doug Olson, of Ol Colony Company LLC City of Palmer in the State of Alaska and Landlord to the above-described premises that entered into a Lease with the Assignor on the 7 day of January, 2020 hereby consent to the assignment of the Lease to the Assignee under the terms set forth herein and release Assignor from all duties and obligations under the Lease including the payment of rent, after the date hereof.

Landlord's Signature _____ Print Doug Olson

Date 1/7/2020

AMCO Received 2/18/2020

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is entered into between Lessor and Lessee effective as of the 15th day of November, 2019 under that certain Lease originally dated December 1st, 2019, related to the property commonly known as 2323 South Trunk Road, Palmer, Alaska 99645.

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. **Default**: Lessor 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 licensed premises if Lessee 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.

Lessor:
OL COLONY COMPANY, LLC

By: _____

Lessee:
Country Cannabis, LLC

By: _____
Sarah Lorimer

By: _____
Jennifer Johnston

AMCO Received 2/18/2020

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COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and executed the day and year hereinafter last written, by and between OL COLONY COMPANY LLC, hereinafter called the "Landlord"; and _Sarah Lorimer and Jennifer Johnston__, hereinafter called the "Tenants":

1. PREMISES. Landlord hereby leases to Tenant and Tenant herby leases from Landlord, for the term and upon the terms and conditions set forth in this Lease Agreement, the following-described Premises, located in the Palmer Recording District, Third Judicial District, State of Alaska: Suites _____, 2323 S. Trunk Road.

Any use of the deck(s) shall be subject to separate agreement between the parties.

2. TERM. This Lease shall commence on the 1st day of December, 2019, and end at midnight on the 30th day of November, 2022, unless sooner terminated as herein provided.

3. RENT. The Tenant shall pay to the Landlord a monthly rental of Three thousand dollars ($3000.00) for the use and enjoyment of the Premises due on the date of first occupancy, and on the first day of each succeeding month.

A late charge of ten percent (10%) of the monthly rental shall be assessed by the Landlord against the Tenant if the rent payment is not made on or before the 10th day of each month. If the rent payment is mailed to the Landlord, the postmark on the envelope of rent transmittal shall be deemed the date of payment. The assessment of a late charge shall be deemed to be additional rent due under this Lease.

In the event the leased property is annexed by any city, or if any area wide sales taxes are assessed for rented premises, Tenant agrees to be responsible for the addition of the applicable sales tax on the periodic basis mandated by the taxing authority.

4. PAYMENTS. The Landlord acknowledges receipt of the following sums:

(a) Prorated rent from the date of occupancy to the end of that month:	$____NA_____
(b) Rent for the first full month of occupancy, beginning _____:	$____3000.00_____
(c) Security Deposit:	$____3000.00____
TOTAL:	**$___6000.00___**

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5. USE. Tenant shall use the Premises as a Marijuana Dispensary, and for no other purpose without the written consent of Landlord. No act shall be done in or about the Premises that will increase the rate of insurance on the building. Tenant will not commit or allow to be committed any waste upon the Premises or tolerate any activity which disturbs the quiet enjoyment of any other tenants in the building or in the vicinity of the building. Tenant shall comply with all laws relating to its use of the Premises and shall observe such reasonable rules and regulations as may be adopted and published by the Landlord.

6. IMPROVEMENTS. Tenant shall not make any alterations, additions, or improvements of any kind to the Premises, including the erection of signs, without the prior written consent of the Landlord. Landlord shall approve all exterior signs and approval shall be solely at its discretion. The Tenant shall timely pay for any improvements authorized and maintain the Premises free and clear from any liens arising from any improvements on the Premises. All improvements affixed to the Premises shall become the property of the Landlord on termination of this Lease. All improvements that may be removed by the Tenant without damage to the Premises shall belong to the Tenant, if such improvements are removed prior to the termination of this Lease. The Tenant shall pay prorated rent for the period of time it takes to remove the property from the Premises following termination and to otherwise restore the Premises to their pretenancy condition.

7. UTILITIES AND TAXES.

(a) The Tenant shall, at Tenant's own cost and expense, provide to the Premises, such utilities as the Tenant may require, including, but not limited to: electricity, telephone, natural gas and garbage removal. In addition, Tenant shall be responsible for its own janitorial services, including hallways and restrooms associated with the space utilized by Tenant.

(b) Landlord shall be responsible for water, snow removal and grading of the parking lot, and shall pay all real property taxes and government assessments.

8. MAINTENANCE AND REPAIRS.

(a) Landlord shall be responsible for routine repair and maintenance for the structural portions of the exterior walls, including foundation of the building, the roof, and mechanical and electrical systems.

(b) Tenant shall be responsible for all other aspects of maintenance and repair of the Premises, including reimbursement to Landlord for the maintenance and repair of items listed in Section (a) above which result from the negligent or intentional acts of Tenants, its employees or invitees. Tenant's obligations to maintain include all fixtures, signs, locks, doors, interior and exterior glass, and interior lighting. Tenant shall bear all

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costs of such repairs and maintenance and will hold Landlord harmless from any claims, liens, or encumbrances which may be created or attached to the Premises because of such repairs, alterations and/or replacements.

9. ASSIGNMENT OR SUBLEASING. Tenant shall not assign, sublease, or otherwise encumber this Lease, either voluntarily or through operation of law, without the written consent of the Landlord. Any such unauthorized assignment, sublease or encumbrance shall be void and this Lease shall terminate automatically without notice.

10. SECURITY DEPOSIT. The security deposit may be applied, at Landlord's option, to storage, repairs, back rent, and/or to the cure of any breach by Tenant of its obligations under this Lease. Tenant shall replace the amount expended by Landlord within ten (10) days of notice of such expenditure. Failure to do so will be considered a material breach of the Lease. Landlord will account for the security deposit and refund such amounts to which Tenant is entitled within twenty (20) days of the termination of this Lease and vacation of the Premises by Tenant.

11. ALTERATIONS AND ADDITIONS. Tenant shall not, without Landlord's prior written consent, make any alterations, additions, or improvements to the Premises.

12. UNLAWFUL USE. The Tenant shall not make or suffer any use or occupancy of the Premises contrary to any law or ordinance now or hereafter in effect.

13. HOLD HARMLESS. The Tenant shall indemnify, save, and hold the Landlord harmless against all claims, damages, losses, costs, and expenses, including attorney's fees, for or on account of any injury or damage to any persons or property caused by or resulting from the Tenant's possession, use or occupancy of the Premises or the activities of any of Tenant's employees, agents, or invitees.

14. RISK OF LOSS AND INSURANCE.

(a) The Tenant, as a material part of the consideration of this Lease, hereby waives all claims against the Landlord for damages to Tenant's personal property in, upon, or about the Premises, from any causes arising from other than the Landlord's acts or omissions. Tenant understands it has the option to provide its own renter's insurance covering personal property.

(b) The Tenant shall secure and maintain liability insurance in an amount not less than one million per occurrence, two million aggregate ($1,000,000.00/2,000,000.00) for all persons injured or killed as the result of any accident or occurrence on the Premises. The Landlord shall be named as an additional insured.

15. FIRE OR OTHER CASUALITIES. If the Premises are damaged by fire, the elements, unavoidable accident or other casualties, but the Premises continue to

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be wholly tenantable, the Landlord shall cause the damage to be repaired as soon as practicable, and rent and additional charges will not be abated. If such occurrence renders portions partly untenantable, Landlord shall repair the Premises and the rent and other charges shall be partially abated in proportion to the part of the Premises that are untenantable. If such occurrence renders the Premises completely untenantable, Landlord may elect within 60 days of such occurrence to rebuild the Premises or to terminate the Lease. If the Premises are not tenantable within 120 days of Landlord's commencement of reconstruction, the Tenant may terminate this Agreement by written notice to Landlord.

16. EMINENT DOMAIN. If the Premises or any portion thereof become subject to eminent domain or adverse condemnation, the Landlord may terminate this Lease effective upon the expiration of ten (10) days after written notice to the Tenant. If the Lease is so terminated, the Tenant shall pay the rent pro-rata to the date of expiration of the Lease, and thereafter neither party hereto shall have any claim against the other by reason of such termination and any and all awards for any such taking are assigned to and should be made to the Landlord and the Tenant shall not have any claim of any kind against any such award.

17. DEFAULT BY TENANT. If Tenant shall at any time be in default in the payment of rent, late charges, and additional charges, abandonment of the Premises for five (5) consecutive days or more, or in the performance of any of the terms or provisions of this Lease, and the Tenant shall fail to remedy such default within ten (10) days after written notice thereof from the Landlord, it shall be lawful for the Landlord to enter upon the Premises and to again have, repossess, and enjoy the same as if this Lease had not been made; and, thereupon, this Lease shall cease and terminate without prejudice, however, to the right of Landlord to recover from Tenant all rent and additional charges due and that which would fall due to the normal expiration hereof of this Lease without the obligation to mitigate damages or offset third party rental receipts. Landlord may reenter and repossess the property either with or without judicial process, and the Tenant promises to surrender and deliver quiet possession of the Premises to the Landlord. Landlord is not obligated to recover possession of the Premises in order to collect all sums due under this Lease. Landlord may pursue any other remedy available under the laws of the state of Alaska.

18. PRIORITY. Tenant agrees that this Lease shall be subordinate to any mortgages or deed of trust now or at any time hereafter constituting a lien upon the Premises or the building containing the same, and to all extensions thereof. Within ten (10) days after written request from Landlord, Tenant shall execute any documents that may be necessary or desirable to effect the subordination of this Lease to any such mortgages or deeds of trust and shall execute estoppel certificates as requested by Landlord from time to time. In the event the Tenant fails to execute an estoppel certificate regarding this Lease within ten (10) days of Landlord's request to do so, the

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Tenant shall be deemed to have admitted the accuracy of information submitted by the Landlord in good faith to any prospective purchaser or encumbrancer with respect to this Lease.

19. OPTION OF LANDLORD TO CANCEL. If the Tenant becomes either insolvent or bankrupt, or if a receiver is appointed, or if there is a composition of creditors or an assignment for the benefit of creditors, the Landlord may, at the Landlord's option, cancel and terminate this Lease.

20. HOLDING OVER. If the Tenant shall, without the written consent of Landlord, hold over after the expiration of the terms of this Lease or following termination of this Lease for default, the Tenant shall pay Landlord rent at the rate of 150% of the rental as set forth herein, unless otherwise agreed upon between the parties, and Tenant agrees to be bound by all of the terms, covenants and conditions of this Lease, so far as applicable. This provision confers no additional rights of occupancy to Tenant.

21. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to Landlord at the same place rent payments are made, and to Tenant at the Premises.

22. ATTORNEY'S FEES. If, by reason of any default on Tenant's part in the performance of this Lease, the Landlord deems it necessary to employ an attorney, the Tenant shall pay all costs, expenses and attorney's fees expended or incurred by Landlord in connection with such default or action, including any action for forcible entry and detainer, suit for damages, and/or appeal.

23. LANDLORD'S ACCESS. Landlord and its agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting it, showing it to prospective purchasers or lenders or condemning authorities, and making such repairs as Landlord may deem necessary or desirable. Landlord may place on or about the Premises any ordinary "For Lease" signs during the last thirty (30) days of the term of this Lease, and may place on or about the Premises any ordinary "For Sale" signs at any time during the term of this Lease.

24. REMOVAL OF PROPERTY. If Tenant shall fail to remove any of its property from the Premises following termination of this Lease, the Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto. The cost of the storage shall be the responsibility of Tenant. Landlord may, at its option, allow the personal property to remain on the Premises, in which case Tenant shall be responsible for the rent under the terms of the Holding Over section of this Lease. Landlord may sell any or all of the property at public or private sale, in such a manner and as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the sales proceeds first, to the cost and expense of the sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs or

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charges for storing the property; third, to the payment of sums due Landlord from Tenant; and fourth, the balance, if any, to Tenant. Landlord may, at its option, dispose of such personal property without liability to Tenant.

25. SUCCESSORS. All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, except as limited herein.

26. SALE OF PREMISES BY LANDLORD. If the Landlord sells the Premise, Landlord shall be entirely relieved of all liability under any and all of the terms of this Lease. The purchaser of the Premises shall be assumed to have agreed to carry out any and all of the covenants and obligations of Landlord under this Lease, and Landlord shall be deemed wholly released from any obligations hereunder.

27. ENTIRE AGREEMENT AND MODIFICATION. This Lease contains the entire Agreement between the Landlord and the Tenant, and no modification hereof shall be effective unless the same shall be in writing and signed by both parties.

The Tenant acknowledges that this Lease has been drafted by Landlord and the Tenant has had an ample opportunity to review its terms and to consult with its own legal counsel concerning the obligations imposed hereby. Tenant agrees to accept this Lease as it is written and to waive the rule of construction that any ambiguities herein shall be construed against the drafter of the instrument.

The parties below have executed this Agreement in duplicate originals on the dates so specified opposite their signatures.

28. Parties acknowledge attached addendum to lease.

Lesso DocuSigned by: 9F202E78CF8B4FA... essee DocuSigned by: _____

Lessee DocuSigned by: 2EB242E0A490468... _____

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LANDLORD:

OL COLONY COMPANY, LLC

By: DocuSigned by: 9F202E78CF8B4FA...

DATE: 11/15/2019

ADDRESS: 1150 Golden Hills Drive

Palmer, AK 99645

TENANT:

COUNTRY CANNABIS

By DocuSigned by: 8E86F933F0B346A...

By: DocuSigned by: 2EB242E0A490468...

DATE: 11/15/2019 11/15/2019

ADDRESS: _____

_____

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COUNTER OFFER

Proposed Addendum to Lease:

The lessee is prosing the following terms be incorporated into the agreement with the lessor.

Term: 3 year lease beginning December 1, 2019.

Security Deposit: $3,000.00 Security Deposit paid upon signing.

Rate first 4 months: $1,500.00/mo for the first 4 months (Dec 19', Jan, Feb, March) $6000 savings

Rate for remainder of year 1: $3000.00 per months starting April 2020-November 30th 2020

Rate for year 2 & 3 of lease: $3,500.00/mo beginning December 1, 2020, paid for the remainder of the lease term.

Special clause: If the lessee is unable to obtain the necessary license through AMCO for their retail location, a termination of the lease will available upon notification to the lessor. As a penalty for not seeing the term of the lease to the end, the lessee will pay the lessor 3 months rent at $3,500.00 to terminate the lease early.

Tenant improvements: Lessee is requesting $3,000.00 credit at time of occupancy for tenant improvements. Lessee and lessor to agree how that credit is applied. $12,000 Increase to rent.

Novation agreement: This location is planned to house a retail business. The business entity is not yet established but will be shortly. To demonstrate the commitment to this location, the lessee is proposing to sign as an individual now with the agreement to sign a novation agreement changing the signatory authority to the business entity upon creation. The lessee is starting this process now and expects it to be in place no later than 11/29/2019.

DocuSigned by:
9F202E78CF8B4FA... _____ Date: 11/15/2019

Lessee Signature

_____

Lessee Print

DocuSigned by:
8E86F933F0B346A... _____ DocuSigned by:
2EB242E0A490468... te: 11/15/2019 11/15/2019

Lessor Signature

_____

Lessor Print

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