This Lease Agreement (this "Lease"), dated, for reference purposes only, on this 1st day of February 2020, is made by and between BDMG Holdings LLC ("Landlord") and Primo Farms North LLC (("Tenant").

PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental and upon all the conditions set forth herein, approximately 2000 square feet of floor area located at 12870 old Seward Highway, Anchorage, AK 99515- space 105

1. TERM. The Lease term shall be for Five (5) years and zero (0) months commencing February 1, 2020 and ending March 1st, 2025. Tenant may have the option to renew the Lease prior to lease expiration per Section 33 of this agreement, and as outlined below with the extensions. In the event Landlord is unable to deliver possession of the Premises within thirty (30) days from the date of the execution of this Lease, Landlord shall not be liable for any damage caused thereby.

2. RENT.

Term	Monthly Payment
02-01-2020 to 09-01-2020	$3000.00 per month
10-01-2020 to 03-01-2021	$5000.00 per month
03-01-2021 to 03-01-2022	$4600.00 per month
03-01-2022 to 03-01-2023	$5000.00 per month
03-01-2023 to 03-01-2024	$5200.00 per month
03-01-2024 to 03-01-2025	$5500.00 per month

In addition, 1% of gross sales for Primo Farms North LLC beginning on February 1, 2021.

The first month that rent is due is February 1, 2020.

All rents payable under this Lease shall be payable in monthly installments in advance, on the first 1st day of each month. Rent for any period which is for less than one (1) month shall be a pro rata portion of the monthly installment. Rent shall be payable without notice or demand and without deduction, offset or abatement except as expressly provided by state law, to Landlord at the address stated herein or to such other persons or at such other places or to specific local bank account as Landlord may designate in writing.

2.1 Security Deposit. Tenant shall be required to pay $2000.00 to Landlord as security for the faithful performance to pay Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of the security deposit, if any, for the payment of any rent or any other sum in default or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default.

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If any portion of said deposit is so used or applied , Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant within fourteen (14 days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest and Landlord shall be relieved of any liability, therefore.

2.2 Late Charge. Rent not paid when due shall bear interest from the date due until paid at the rate of ten percent (10%) per year or at the then current maximum legal rate of interest, whichever is less.

3. COMMON AREAS.

3.1. Common Areas. Common areas and facilities within and about the Shopping Center, include but are not limited to sidewalks, walkways, stairways, parking areas and facilities, roadways, driveways, access and certain roads, access easements or rights of way, truck ways, ramps, loading docks, delivery areas, service corridors, stairs, ramps, retaining walls, and other common surface areas.

3.2. Control and Management of Common Areas. All Common Areas and common facilities in or about the lessor Premises and the Shopping Center shall be subject to the exclusive control and management of the Landlord. Landlord shall have the right to construct , maintain, and operate lighting and other improvements on said areas; to change the area, level, location and arrangement for parking areas and other facilities and temporarily to close the parking areas to effect such changes ; the Landlord shall permit Tenant and its invitees without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the Premises. Tenant agrees to abide by any parking space assignments designated by Landlord, and to take such reasonable steps as may be necessary to ensure that its invitees abide by such parking space and assignments.

All common areas and facilities which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license, which shall not be unreasonably revoked and if any such license be removed or if the amount of such area be changed or diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction.

4. USE. The Premises shall be used and occupied only for operation of all business manners related to Tenant. Landlord agrees and understands that Tenant shall operate a marijuana retail store in the Premises. No act shall be done in or about the Premises that is unlawful or that will increase the rate of insurance on the Shopping Center. Tenant will not commit or allow to be committed any waste upon the Premises or any public, private, or mixed nuisance or other act or thing, which disturbs the quiet enjoyment of any other tenants in the Shopping Center. 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 Landlord for the safety, care and cleanliness of not only the Premises but also the Shopping Center and for the preservation of good order therein.

5. UTILITIES, SERVICES, MAINTENANCE, REPAIRS & ALTERATIONS.

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5.1 Landlord's Obligations.

(a) Subject to the provisions of Article 8 and except for damage caused by the negligence or intentional act or omission of Tenant or Tenant's agents, employees or invitees, Landlord, at Landlord's expense, shall keep in good order, condition and repair the foundations and structural portions of the exterior walls and roof of the Premises and Shopping Center.

(b) Landlord shall be responsible for common building water, sewer, trash dumpster, exterior maintenance, and snow removal for the Shopping Center.

5.2 Tenant's Obligations.

(a) Except as provided in paragraph 5.1 Tenant at its cost shall maintain, in good condition, all portions of the Premises, including, without limitation, all fixtures, located on the Premises, the storefront, all signs, locks, doors, floors and floor coverings, all glass, both exterior and interior, ceilings, walls electrical, mechanical, heating and ventilation systems, exposed plumbing and lighting. Any broken glass shall be promptly replaced by Tenant. Upon surrender of the Premises, Tenant shall deliver the Premises to Landlord in good order, condition and repair, reasonable wear and tear excepted.

(b) Tenant shall pay all charges and deposits for gas, electric, janitorial and telecommunications. If any such utilities or services are not separately metered to Tenant, Tenant shall pay its pro rata share as determined and requested by Landlord.

(c) Tenant has inspected the leased Premises and accepts them in their present "AS IS" condition. Tenant, at Tenant's expenses, shall comply promptly with all applicable laws, ordinances, and regulations now in force or which may hereinafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Premised.

(d) Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use, wear and tear expected. Tenant shall repair any damage to the Premises, or the Shopping Center occasioned by its use thereof or by the removal of Tenant's loose furnishings, which repair shall include but not be limited to the patching and filling of holes and repair of structural damage. All equipment including Exhaust Hoods, Make-Up Air Units, Ranges, Fryers, Dishwashers, and other major kitchen equipment shall remain with the Premises as permanent equipment.

5.3 Landlord's Rights. If Tenant fails to perform Tenant's obligations under this Lease, Landlord may (but shall not be required to) enter upon the Premises after seven (7) days prior written notice to Tenant and put the same in good order, condition and repair or otherwise cure the default, and the cost of such action plus a ten percent (10%) administrative fee shall become due and payable as additional rent to Landlord together with Tenant's next rental installment. All inspections shall be noticed to Tenant with reasonable notice and all agents, representatives of landlord 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.

5.4 Alterations and Additions. Tenant shall not, without Landlord's prior written consent, make any alterations, additions or improvements in the Premises. As a condition to

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giving consent Landlord may require that Tenant remove any such alterations, improvements, additions or utility installations at the expiration of the term and restore the Premises to their prior condition. Any such alterations, improvements, additions, or installations shall be made at Tenant's expense. Tenant shall not permit any mechanics' or materialmen's liens to be filed against the Premises and shall hold Landlord harmless from any damage, loss or expense arising out of any such work. All work on the Premises shall be done in compliance with all applicable governmental codes and regulations. At Landlord's option, all alterations, improvements or additions which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term.

6. INSURANCE: INDEMNITY.

6.1 Liability Insurance. Tenant shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issues by a company acceptable to Landlord and insurance Tenant and Landlord against any liability, including without limitation damage to other portions of the Shopping Center, arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, such insurance shall be in an amount of not less than One Million Dollars ($1,000,000 .00). The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Such policies shall name Landlord and Landlord's agents as additional insureds and shall provide that they may not be canceled without twenty (20) days prior written notice to Landlord. Landlord shall be furnished with a certificate evidencing insurance of such a policy of liability insurance, and such certificate shall recite that said policy may not be canceled without twenty (20) days prior written notice to Landlord. If Tenant shall fail to maintain said insurance, Landlord may but shall not be required to procure and maintain the same, at the expense of Tenant.

6.2 Fire and Extended Coverage. Landlord, at Landlord's expense, shall furnish and maintain fire and extended coverage insurance on Landlord's property for the full insurable replacement value of the premises. Tenant, shall maintain at its own cost and expense, fire and extended coverage in an amount adequate to cover the cost of replacement of all decorations, improvements, fixtures and contents in the Premises in the event of fire, vandalism, malicious mischief or other casualty generally included in extended coverage policies.

6.3 Mutual Indemnity. The parties will indemnify each other against actions, liabilities, loss, damages and expenses resulting from injury or death of any person or loss of or damage to any tangible real or tangible personal property to the extent that such injury, death, loss or damage is proximately caused by the indemnifying party's negligent act or omission or intentional misconduct or that of its agents, employees or subcontractors in connection with the performance of its obligations under this Agreement, provided that the indemnifying party has been notified in writing as soon as practicable of any such claim. The indemnifying party will have the sole right to control the defense of all such claims and in no event will the indemnified party settle any claim without the indemnifying party's prior written approval.

6.4 Exemption of Landlord from Liability. Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees or customers or any other person in or about the Premises; nor, unless caused solely by its negligence, shall Landlord be liable for personal injury to Tenant or Tenant's employees, agents, contractors and invitees, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Shopping Center of which the Premises are a part or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same

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is inaccessible to Landlord or Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the Shopping Center in which the Premises are located.

7. **FIRE OR OTHER CASUAL TY.** If the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered un tenantable in whole or in part, Landlord shall, as soon as practicable, at its own expense cause such damage to be repaired, and all rent and additional charges shall not be abated. If by reason of such occurrence, the Premises shall be rendered un tenantable in part, Landlord shall promptly at its own expense cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the Premises rendered un tenantable. If by reason of such occurrence, the Premises shall be rendered wholly un tenantable, Landlord shall, as soon as it practicable, at its own expense cause such damage to be repaired and the rent meanwhile shall be abated in whole, unless within sixty (60) days after such occurrence Landlord shall give Tenant written notice that it has elected not to reconstruct the destroyed Premises, in which event this Lease Agreement and the tenancy hereby created shall cease as of the date of such occurrence and the rent is to be adjusted as of such date. Should the work not be completed within one hundred twenty (120) days, and provided Tenant is not in default of this Lease, Tenant shall have the right to terminate this Agreement by written notice to Landlord.

8. **ADVERTISING WINDOWS, SIGNAGE.** Except as otherwise provided in this Lease, Tenant shall not inscribe any inscription or post, place or in any manner display any sign, notice, picture, placard or poster or any advertising matter whatsoever anywhere in or about the Premises or the Shopping Center at places visible (either directly or indirectly as an outline or shadow on a glass plane) from anywhere outside the Premises without first obtaining Landlord's written consent thereto. Any such consent by Landlord shall be upon the understanding and condition that Tenant will remove the same at the expiration or sooner termination of this Lease and that Tenant shall repair any damage to the Premises, or the Shopping Center caused thereby. Tenant shall use window coverings that conform to standards which may be set by Landlord from time to time.

9. **TAXES.**

9.1 Real Property Taxes. Landlord shall pay or cause to be paid before delinquency all taxes levied against the real property comprising the Shopping Center.

9.2 Personal Property Taxes. Tenant shall pay or cause to be paid before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxes with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

9.3 Other Taxes. The Tenant shall pay all other taxes payable in connection with the use, occupancy or conduct of business on its part of the Premises including, but not limited to, all business, privilege, license, sales, use and occupation taxes (but excluding state and federal income taxes payable by the Landlord) and assessments and other governmental impositions of every kind.

9.4 Tax on Rent. In the event that any taxing authority imposes a tax or surcharge

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or the like on rent, said tax shall be paid by Tenant.

10. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any of said rules and regulations by any other tenants or occupants.

11. LIENS AND INSOLVENCY. Tenant shall keep the Premises and the Shopping Center free from any liens arising out of any work performed, materials ordered, or obligations incurred by Tenant. If Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant and if the receivership, assignment or other liquidating action is not terminated within ten (10) days of any such appointment, then Landlord may terminate this Lease and Tenant's right of possession under this Lease, at Landlord's option. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument.

12. CONDEMNATION. If all or part of the Premises are taken under the power of eminent domain, or sold under the threat of the exercise of said power, this Lease shall terminate as to the part so taken as of the date that either the condemning authority takes possession or the property is sold. If twenty-five percent (25%) or more of the floor area of the improvements on the Premises is taken by condemnation, or sold, Tenant may by a written notice within ten (10) days after notice of such taking (or absent such notice, within ten (10) days after either the condemning authority takes possession or the sale), terminate this Lease. If Tenant does not terminate, this Lease shall remain in effect as to the portion of the Premises remaining except that the rent shall be reduced either in the proportion that the floor area taken bears to the original total floor area or in a reasonable amount to be determined by Landlord.

Landlord shall be entitled to an award for the taking of all or part of the Premises under the power of eminent domain (including any award for diminution of value of the leasehold, severance damages of the like) and/or proceeds from a sale made under threat of the exercise of such power. Tenant shall be entitled only to any award for loss of or damage to Tenant's trade fixtures and removable personal property and moving expenses or any portion of the condemnation award attributable to relocation cost or interruption loss of its leasehold rights.

13. DEFAULTS. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by tenant and/or Landlord:

13.1 Vacation of Premises. The vacating or abandonment of the Premises by Tenant. Tenant shall be deemed to have vacated or abandoned the Premises if Tenant fails to be open for business for five (5) consecutive days.

13.2 Failure to Provide Rent. The failure by Tenant to provide rent as described in section 4.1 or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of seven (7) days after written notice thereof by Landlord to Tenant.

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13.3 Failure to Perform Covenants. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed by Tenant, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.

13.4 Possession. 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 licensed premises if Tenant cannot be reached, abandons the property, or similar event.

13.5 Landlord. Landlord's Default. Notwithstanding anything to the contrary set forth in this Lease, Landlord shall be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease if Landlord fails to perform such obligation within thirty (30) days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in default under this Lease if it shall commence such performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Upon any such default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity. Any award from a court or arbitrator in favor of Tenant requiring payment by Landlord which is not paid by Landlord within the time period directed by such award, may be offset by Tenant from Rent next due and payable under this Lease.

14. REMEDIES. On the occurrence of any event of default or breach by Tenant as specified in this Lease, Landlord shall have the option and sole discretion to pursue any one or more of the following remedies without any notice or demand whatsoever and without limiting Landlord in exercise of the right or remedy which Landlord may have by reason of such default or breach:

(A) Landlord may, as its election, terminate this Lease or terminate Tenant's right to possession only, without terminating this Lease.

(B) Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately and deliver possession thereof to Landlord. Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event with or without process of law, to repossess Landlord of the Premises, to expel or remove Tenant and any others who may occupy or be within the Premises, and to remove any and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, without incurring any liability for any damage resulting therefrom, Tenant hereby waiving any right to claim damage for such re-entry and expulsion , and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(C) Upon any termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover (i) the worth at the time of the award of the unpaid rent (including any amounts treated as additional rent) that had been earned at the time of termination; (ii) the worth at the time of the award of the amount by which the unpaid rent (including any amounts treated as additional rent) that would have been earned after the date of termination until the time of award exceeds the amount of the loss of rent for the same period that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid rent (including a reasonable estimate of additional rent for the balance of the term exceeds the amount of the loss of rent for the same period that Tenant proves could have

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been reasonably avoided; and (iv) any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. "The worth at the time of the award," as used in parts (i) and (ii) of this subparagraph, is to be computed by allowing interest at the rate of ten percent (10%) per annum. 'The worth at the time of the award," as referred to in part (iii) of this subparagraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award.

(D) Upon any termination of Tenant's right to possession only without termination of this Lease, Landlord may, at Landlord's option enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided in subparagraph (B) above, without such entry and possession terminating this Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the rent, including any amounts treated as additional rent hereunder, for the full term;

(E) Upon termination of Tenant's right to possession, Landlord shall use its best efforts to release the Premises or an part thereof for such reasonable rent and terms as Landlord shall determine (including, but not limited to, the right to release under this Lease, the right to release the Premises as part of a larger area, and the right to change the character or use made of the Premises). In any such case, Landlord may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of releasing plus any sums previously collected from Tenant are not sufficient to pay the full amount of all rent, including any amounts treated as additional rent hereunder and other sums reserved in this Lease for the remaining term hereof, together with the costs of repairs, alterations, additions, redecorating, advertising, and Landlord's expenses of releasing and the collection of the rent accruing therefrom (including attorney's fees and broker's commissions), Tenant shall pay to Landlord the amount of such deficiency upon demand and Tenant agrees that Landlord may file suit to recover any sums falling due under this subpart from time to time.

(F) Landlord may, at Landlord's option, enter into and upon the Premises, with or without process of law, if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting therefrom and Tenant agrees to reimburse Landlord, on demand, as additional rent, for any expenses which Landlord may incur in this affecting compliance with Tenant's obligations under this Lease.

(G) Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law or in equity, to which Tenant is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand; any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under the landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty
(30) days after removal from the Premises shall conclusively be presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

(F) In the event Tenant fails to pay any installment of rent, including any amount

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treated as additional rent hereunder, or other sums hereunder as and when such installment or other charge is due, Tenant shall pay to Landlord on demand a late charge in an amount equal to ten percent (10%) of such installment or other charge overdue in any month and ten percent (10%) each month thereafter until paid in full to help defray the additional cost to Landlord for processing such last payments, and such late charge shall be additional rent hereunder and the failure to pay such late charge within ten (10) days after demand therefore shall be an additional eve of default hereunder. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law or in equity and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

(G) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity (all such remedies being cumulative, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent, additional rent or other sum due to Landlord hereunder or of any damages accruing to provisions and covenants herein contained. No agreement to terminate this Lease or an acceptance of the surrender of the Premises shall be valid unless in writing signed by Landlord. No judicial action shall be necessary to terminate this Lease. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental, including any amount treated as additional rental, or other sums hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning this Lease or enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any attorney fees so incurred.

15. PRIORITY. Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust now or at any time hereafter constituting a lien upon the Premises or the Shopping Center containing the same, to any and all advances to be made thereunder, and to the interest thereon, and to all renewals, replacements and extensions thereof; provided that the mortgagees or the beneficiaries named in said mortgages or deeds of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default hereunder and if Tenant attorneys to the mortgagee. Within ten (10) days after written requires from Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate 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 standard form of any such mortgagee or beneficiary.

16. PARKING AND COMMON AREAS.

16.1 Landlord's Obligations and Rights. Landlord covenants that there shall be an area for common and parking areas for the nonexclusive use of Tenant during the full term of this Lease; provided that the condemnation or other taking by any public authority or sale in lieu of condemnation of any or all of such common and parking areas shall not constitute a violation of this covenant.

16.2 Tenant's Rights. Tenant, for the use and benefit of itself and its agents , employees, customers , and licensees, shall have the non-exclusive right in common

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with Landlord and other present and future owners and tenants and their agents, employees, customers, and licensees to use said common and parking areas during the entire term of this Lease for ingress, egress and automobile parking. Landlord represents and confirms that there is sufficient parking, turning and maneuvering, and snow storage area to meet Title 21 requirements, and if it is later determined by the Municipality of Anchorage that certain aspects related to the site, like parking and landscaping, are not up to Title 21 code, Landlord shall take commercially reasonable efforts to move towards Title 21 conformity.

17. Rules and Regulations. Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and for parking as Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited the following: (1) the restricting of employee parking to a limited, designated area or areas; and (2) the regulations of the removal, storage and disposal of Tenant's refuse and other rubbish

18. ENERGY CONSERVATION LEGISLATION. In the event that any legislative enactment or decree of governmental authority shall require fundamental changes in the heating, lighting and electrical systems or the fuel or power source utilized by such systems, Landlord reserves the right, at any time and from time to time, to make changes in, additions to, subtractions from or rearrangements of the Premises and the common areas of the Shopping Center to accommodate the required changes to the said systems or conversion to a different fuel or power source; and Landlord reserves the right to install a central heating system to serve all Premises in the Shopping Center and to erect, use and maintain wiring mains, pipes, conduits and other means of distributing heat to the Premises and in and through the Premises for the benefit of other portions of the Shopping Center; and Landlord and all persons authorized by it shall have the right, from time to time, to enter upon the Premises for the purpose of access thereto for installation, maintenance and repair, and such entry shall not be deemed to be an interference with Tenant's possession under this Lease.

In the event Landlord is obligated to carry out such conversion, Tenant agrees to cooperate with Landlord in changing the said heating, lighting and electrical systems and installing and operating said central heating systems and to utilize the said existing heating system. Such repairs, alterations, additions or improvements shall be affected at such times and in such manner as to cause as little interruption to Tenant as possible. So long as Landlord shall not interfere with Tenant's business in the Premises more than is reasonably necessary in the conduct of such repairs, changes, improvements and alterations, Tenant shall not have any right to object. All of the alterations, improvements, repairs or additions mentioned in this paragraph made in compliance with and by reason of legislative enactment or decree of governmental authority shall be made without any claim for damages or indemnification against Landlord or diminution or abatement of rent.

19. HAZARDOUS SUBSTANCE DISCLOSURE. Tenant shall promptly disclose to Landlord, in writing, if Tenant knows, or has reasonable cause to believe, that any toxic, dangerous or hazardous substance, as those terms are defined under federal, state, or local law, has come to be located in, or, about, over, or beneath the Premises. In addition , Tenant shall execute a written statement to Landlord no later than thirty (30) days after the end of the Lease describing in detail any and all toxic, dangerous, or hazardous substance, as those terms are defined under federal, state, or local law, which Tenant knows, or has reasonable cause to believe, have come to be located in, on, about , over, or beneath their Premises, or that there are not toxic, dangerous, or hazardous substance in, on, about, over, or beneath the Premises. Tenant shall not generate, store, deposit, dispose of, or release Hazardous Materials in, on, under, over, or around the Premises without the prior written consent of the Landlord. Tenant shall not incorporate lead, asbestos, or PCB's into any alterations, additions, or improvements

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in the Premises without the prior written consent of Landlord.

In addition to any indemnification to which Landlord is entitled elsewhere under this Lease, which indemnification is not limited in any way by this subsection, Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any loss, damage, liability, cost, or expense, including reasonable attorneys' fees and consultants' fees, and including, without limitation, (i) any claims of third parties for personal injury, property damage, or other harm; (ii) any response costs and/or costs of remedial, restoration or cleanup actions suffered or incurred by Landlord arising out of or related to the presence of Hazardous Materials in, on, under, over or around the Premises or due to the incorporation of such materials by substances , materials, or wastes, including, but not limited to, any substance, material, or waste which is (i) petroleum; (ii) asbestos ; (iii) polychlorinated biphenyls (PCB's); (iv) designated as "Dangerous Waste" or "Extremely Hazardous Waste" by the State of Alaska under authority of Tit le 46, Alaska Statutes and associated regulations; (v) designated as a "Hazardous Substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 6901, et. Seq; (vii) designated as "Hazardous Substance" under the Clean Water Act, 22 I.S.C. Section 1321 or listed pursuant to 33.U.S.C. Section 1317; (viii) listed by the U.S. Department of Environmental Protection Agency under 40 C.F.R. Section 302; and (ix) any other substance, waste or materials which is regulated as hazardous or dangerous by any federal, state, or local agency.,

20. CONTINUED OCCUPANCY BY TENANT.

19.1 Hours of Business. Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city and which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant.

19.2 Continued Occupancy. Tenant acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of the utmost importance to Landlord and its other tenants in the Shopping Center in avoiding the appearance and impression generally created by vacant space in commercial shopping centers, in facilitating the Lease of vacant space in the Shopping Center, in the renewal of other leases in the Shopping Center and in maintaining the character and quality of the Shopping Center and of the tenants in the Shopping Center and that Landlord and its other tenants in the Shopping Center will suffer substantial damage if the Premises are left vacant or are vacated by Tenant during the term of this Lease even in the event Tenant continues to pay rent as required hereunder. Tenant therefore covenants that it shall occupy and utilize the entire Premises in the active conduct of its business during the whole of the Lease term hereof and shall conduct such business in a reputable, diligent and energetic manner.

21. NONWAIVER. Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach ty Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

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22. SURRENDER OF POSSESSION. Upon termination of this agreement, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord.

23. HOLDING OVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated by either party upon thirty
(30) days written notice. During such tenancy, Tenant agrees to pay Landlord rent at the rate of one hundred fifty percent (150%) of the rental as set forth herein, unless a different rate shall be agreed upon and to be bound by all of the terms, covenants and conditions herein specified, so far as applicable.

23. ASSIGNMENTS AND SUBLETTING.

23.1 Landlord's Consent Required. Tenant shall not assign this Lease nor sublet the whole or any part of the Premises to any person or entity, and any such assignment or subletting shall be void. As used herein the term "Assignment" includes without limitation transfers to a subsidiary or affiliated entity, by restructuring of a limited partnership, transfers of interest by or between individual partners if Tenant is a partnership, transfers of stock by stockholders if Tenant is a corporation, and any assignment in connection with any corporate merger/consolidation.

23.2 Early Out by Tenant. In the event Tenant is unable to secure necessary permits, licenses, and approvals to operate a licensed marijuana store by June 1, 2020, Tenant shall have the sole option to terminate this Lease and pay a breakage fee, in the amount of $6,000.00 which shall release Tenant from remaining obligations in this Lease.

24. 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 or to such other respective addresses as may hereafter be designated by either party in writing.

25. COSTS AND ATTORNEYS' FEES. If by reason of any default on the part of Tenant it becomes necessary for Landlord to employ an attorney, or in case Landlord shall bring suit to recover any rent due hereunder or for breach of any provision of this Lease or to recover possession of the Premises, or if Landlord shall bring an action for any relief against Tenant, declaratory or otherwise, arising out of this Lease and Landlord shall prevail in such action, then and in any of such events Tenant shall pay Landlord reasonable attorneys' fees and all costs and expenses expended or incurred by Landlord in connection with such default or action.

26. 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 and making such repairs as Landlord may deem necessary or desirable. Landlord may, at any time, place on or about the Premises any ordinary "For Lease" signs and may, during the last thirty (30) days of the term of this Lease, place on or about the Premises any ordinary "For Sale or Lease" signs, without rebate of rent or liability to Tenant. Landlord must comply with Tenant's visitor policy.

27. CAPTIONS AND CONSTRUCTION. The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or

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interpretation of any part hereof.

28. REMOVAL OF PROPERTY. If Tenant shall fail to remove any of its property of any nature whatsoever from the Premises or the Shopping Center at the termination of this Lease or when Landlord has the right of reentry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell or permit to be sold any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem property, without notice to Tenant, and shall apply the proceeds of such sales as follows: first, to the cost and expenses of such sale, including reasonable attorneys' fees and expenses of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter became due Landlord from Tenant under any of the terms hereof; and forth, the balance, if any, to Tenant.

29. 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.

30. ACCEPTANCE OF PREMISES. Tenant shall accept the Premises "as is" at the commencement of the term of this Lease and in their then present condition and subject to all applicable zoning, municipal, country, borough and state laws, ordinances and regulations governing and regulating the use of the Premises and accept this Lease subject thereto and all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business.

31. SALE OF PREMISES BY LANDLORD. In the event of any sale of the Premises by Landlord, Landlord shall be and hereby is entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

32. TENANT'S STATEMENT. Tenant shall, at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is the nature of such modification and certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder or specifying what such defaults, if any, are claimed; and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are a part.

33. OPTION TO RENEW. Provided Tenant has fully and faithfully performed all of the covenants and conditions contained herein for the term of this Lease, Tenant shall

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have the option to renew this lease 6 months prior to lease expiration. All of the terms and conditions of this Lease will be negotiated in good faith prior to lease expiration. Landlord will rent space for the fair market value rent at the time of lease expiration, but not less than the rent paid in the last year of the initial term or the last year of the any option term. Tenant shall indicate in writing its request to exercise an option of renewing the lease not more than twelve (12) months nor less than six (6) months prior to the termination of this Lease. In the event Tenant fails to so notify Landlord within said time period, this Lease shall be deemed terminated at the end of the original Lease term.

34. AGENCY/BROKER DISCLOSURE. Tenant represents and warrants to Landlord that Tenant has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease expect as set forth below and Tenant agrees to indemnify, defend and hold Landlord harmless from and against any loss, cost, liability, or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant.

35. SEVERABILITY. If any clause or term of this Lease shall be deemed invalid by any court of law, the enforceability of the remaining clauses and terms of the Lease shall be unaffected.

36. TENANT IMPROVMENTS TO BE DONE AT TENANTS DISCRETION.

37. ENTIRE AGREEMENT. This Lease sets forth the entire understanding and agreement of Landlord and Tenant with respect to the Premises and the Lease thereof, and all prior agreements are merged herein. This Lease may be amended or modified only in writing signed by both parties.

38. 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 twenty one (21), and shall comply with the Tenant's visitor policy, show a valid, government issued identification, wear a visitor badge, remain in eyesight 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.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below their respective signatures.

BDMG Holdings LLC Date 1/27/20

Primo Farms North LLC Date 1/28/20

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