SUBLEASE AGREEMENT

THIS SUBLEASE ("Sublease") is entered into as of November 1, 2019, by and between DENALI WORKS LLC., an Alaskan limited liability company, GEORGE JORDAN (the "Landlord"), as sublessor, and NOMO GOLD LLC d/b/a DENALI GRASS COMPANY, an Alaskan limited liability company, (collectively, the "Tenant"), as sublessee. LONGITUDE 149 WEST, LLC, an Alaskan limited liability company ("Prime Landlord"), joins in this Sublease for purposes of consenting thereto.

A. Sublessor entered into a sublease dated January 24, 2019, with Prime Landlord, ("Sub Lease") for a certain real property, consisting of a portion of Lot 2, Tract C-1, Healy Small Tracts Alaska Subdivision with a gas station and convenience store and other improvements, located at Mile Post 248.5 Parks Highway, Healy, Alaska, commonly known as the "McKinley Miner's Market & Deli" ("Premises"). The Prime Lease is incorporated herein by reference as though fully restated herein.

B. Landlord desires to sublease to Sublessee and Sublessee desires to sublease from Landlord part of the Premises comprised of the gas station, partial area of first floor of the convenience store (approximately 1,500 square feet) and a storage area in the basement in the building as depicted on the aerial photo attached hereto as Exhibit A (the "Sublet Premises") on the terms and conditions hereinafter set forth. The laundromat and public showers in the basement of the building are not part of the Sublet Premises. That part of the Premises to be sublet to Tenant is hereinafter referred to as the "Sublet Premises."

Agreements

For and in consideration of the Recitals set forth above (which are by this reference made a part of this Sublease), and the covenants and agreements set forth below and other valuable consideration, Landlord hereby subleases the Sublet Premises to Tenant and Tenant hereby subleases the Sublet Premises from Landlord under the following terms and conditions:

1. Governing Instruments.

(a) The relationship between Landlord, as sublessor, and Tenant, as sublessee, shall in all respects be governed by, and be conducted in accordance with the terms and conditions of the Prime Lease to the extent such terms and conditions are not inconsistent with the terms and conditions of this sublease. With respect to the Prime Landlord and the Tenant only, in the event of any inconsistencies between the terms and provisions of the Prime Lease and the terms and provisions of this Sublease, the terms and provisions of this Sublease shall govern. Tenant acknowledges and agrees that its use and occupancy of the Sublet Premises will remain subject to the terms and conditions of the Prime Lease.

(b) Nothing contained in this sublease shall in any way be construed as relieving Landlord from the performance of all conditions, obligations and agreements of Landlord as lessee under the Prime Lease.

(c) Tenant recognizes that Prime Landlord has reserved certain rights with respect to the Sublet Premises under the terms and provisions of the Prime Lease, which

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rights will continue to be exercised by Prime Landlord. Tenant further agrees that any obligations, responsibilities and duties incurred by Landlord hereunder may be undertaken by the Prime Landlord subject to the conditions and limitations contained in the Prime Lease and that the performance of such obligations, responsibilities and duties by the Prime Landlord in accordance with the terms and the Prime Lease will constitute full performance thereof by Landlord hereunder.

2. Term of Sublease. The term of this Sublease shall be deemed to have commenced on November 1, 2019, and shall terminate on December 31, 2022 unless sooner terminate as provided herein. Notwithstanding the term as provided in this Paragraph 2, upon termination of the Prime Lease prior to the termination of this Sublease, then such Prime Lease termination shall, at Prime Landlord's option, either (a) this Sublease will be terminated if Tenant's actions directly or indirectly caused Prime Landlord to terminate the Prime Lease, or (b) operate as an assignment of this Sublease to Prime Landlord on the terms described herein. Notwithstanding any provision of this Sublease to the contrary, Landlord shall continue to operate and maintain the Sublet Premises until the earlier of April 30, 2019 or the date Tenant assumes operation of the Sublet Premises from Landlord.

3. Early Termination Right. Tenant shall have the right, subject to the provisions of this Section 3, to terminate the Sublease ("Termination Right") with respect to the Sublet Premises only as of expiration of August 1, 2019 ("Early Termination Date"), so long as Tenant delivers to Prime Landlord (i) a written notice ("Termination Notice"), of its election to exercise its Termination Right, on or before July 1, 2019, and (ii) concurrent with Tenants delivery to Prime Landlord of the Termination Notice delivers, an official notice from the Alcohol & Marijuana Control Office (AMCO) confirming that Tenant and/or Tenant's subtenant failure to successfully obtain required licensing necessary to open and operate a marijuana retail store, (iii) early termination payment equal to (1) forfeiture of the Security Deposit paid by Tenant under Section 5 and (2) all of the lease payments paid by Tenant prior to exercise of Early Termination Notice, (collectively, the "Early Termination Payment"). If Tenant timely and properly exercises the Termination Right, Tenant shall vacate the Sublet Premises and deliver possession thereof to Landlord in the condition required by the terms of this Sublease on or before the Early Termination Date and Tenant shall have no further obligations under this Sublease except for those accruing prior to the Early Termination Date and those which, pursuant to the terms of this Sublease, survive the expiration or early termination of this Sublease. In the event that (i) Tenant does not deliver to Landlord the Termination Notice and the Early Termination Payment within the time period provided in this paragraph, Tenant shall be deemed to have waived its Termination Right and the provisions of this Section 3 shall have no further force or effect. It is anticipated that once the Early Termination Right has lapsed, Tenant shall enter into a new lease directly with Prime Landlord for the Sublet Premises, with terms similar to those contained in the Prime Lease. Provide such new lease is entered into between Tenant and Prime Landlord, and with the consent and approval of Prime Landlord, both this Sublease and the Prime Lease shall become null and void. Landlord expressly grants Prime Landlord the right to terminate the Prime Lease and this Sublease in accordance with the terms of this Section 3.

4. Permitted Use.

(a) The Premises may only be used by Tenant for purposes of a retail cannabis store, and at all times in accordance with the Prime Lease. Tenant may sell any and all Alaska Marijuana Control Office (AMCO) approved products, including marijuana and ancillary products in the retail store. Tenant may not sell any

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alcoholic beverages. Landlord warrants that the Tenant's intended uses as defined herein are permitted under the Prime Lease.

(b) During the term of this Sublease, Tenant shall enjoy the use of all leasehold improvements located in or on the Sublet Premises, including but not limited to exits and entryways as may be necessary for Tenant's access to the Sublet premises.

(c) Notwithstanding any provision of this Sublease to the contrary, Tenant's retail menu and hours of operation shall be subject to review and approval by Prime Landlord, in Prime Landlord's sole and absolute discretion, from time to time.

5. Rent Payment. The Base Rent shall be monthly sum, payable on the first day of each month of the lease Term equal to [redacted]. Lease payments shall be paid to the Landlord at the address in Section 16 of this Sublease.

The Security Deposit shall be [redacted] payable [redacted] at the time of the Sublease execution and [redacted] on or before November 1, 2019. The Security Deposit shall be paid to Landlord.

6. Utilities, Real Estate Taxes, Insurance. In addition to the Base Rent as provided above, Tenant shall pay one hundred percent (100%) of the cost of fuel oil and electric serving the Premises, water usage charges (to the extent Landlord elects to provide water), septic maintenance and the full cost of any other utilities which may be separately metered to the Sublet Premises. To the extent required, Tenant shall purchase and install electric and water metering equipment, at Tenant's sole cost and expense. All amounts to be paid by Tenant pursuant to this Sublease Agreement in addition to Base Rent shall be deemed "Additional Rent." All other utilities not comprising shared utilities shall be the sole responsibility of Tenant.

7. Covenants of Landlord as Sublessor.

(a) Landlord agrees to accord to Tenant the same services and benefits with respect to the Sublet Premises that Landlord is accorded (to the extent that Landlord receives such benefits from Prime Landlord) under the Prime Lease. Tenant shall have the right to terminate the sublease if Landlord fails to provide such services to Tenant within thirty (30) days of written notice by Tenant to Landlord. Landlord shall not otherwise be obligated to provide Tenant with any services or benefits. Notwithstanding anything in this Sublease to the contrary, Prime Landlord and Landlord shall have no maintenance obligations with respect to the Sublet Premises.

Provided Tenant promptly pays all rent due under this Sublease and promptly and faithfully performs all other covenants and undertakings of Tenant as sublessee hereunder, and provided further that Landlord's right to possession of the Premises demised to it as lessee under the Prime Lease remains in effect throughout the term of this Sublease, Landlord warrants to Tenant quiet possession and enjoyment of this Sublet Premises during the term of this Sublease. If Landlord's right to possession of the Premises shall terminate at any time during the term of this Sublease, then this Sublease and the term granted to Tenant hereunder shall immediately terminate.

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(b) If Landlord receives notice from the Prime Landlord of any breach or default or alleged breach or default of the Prime Lease on the part of Landlord, Landlord shall so notify Tenant within ten (10) business days after receiving such notice.

8. Termination of Lease; Attornment; Direct Payment to Landlord. Any Lease Termination (as hereinafter defined) prior to the termination of the Sublease, shall at Prime Landlord's option either: (i) terminate the Sublease if Tenant's actions directly or indirectly caused Prime Landlord to terminate the Prime Lease; or (ii) operate as an assignment of the Sublease to Prime Landlord on the terms described herein. Prime Landlord's option herein may be exercised by written notice to Tenant within ninety (90) days after Prime Landlord receives written notice of such Lease Termination (or at Prime Landlord's option such earlier date after Prime Landlord otherwise becomes aware of such Lease Termination, or becomes aware of any circumstances that could result in such Lease Termination if Prime Landlord desires to send a notice to become effective when such Lease Termination occurs). Upon Prime Landlord's exercise of its right to require an assignment hereunder, Tenant shall be deemed to have attorned to Prime Landlord and to have recognized Prime Landlord as Tenant's landlord under the Sublease, upon the terms and conditions and at the Rent specified in the Sublease, and for the then remaining term of the Sublease, except that Prime Landlord shall not be bound by any provision of the Sublease which in any way increases Prime Landlord's duties or liabilities to Tenant beyond those owed to Landlord under the Lease. Tenant agrees to execute and deliver at any time and from time to time, upon the request of Prime Landlord, any instruments which may be necessary or appropriate to evidence such attornment. "Lease Termination" means any event, which by voluntary or involuntary act or by operation of law, causes the Prime Lease and/or Landlord's (as tenant thereunder) right to possession of the Premises to be terminated, cancelled, rejected in bankruptcy, insolvency, reorganization or other such proceedings, foreclosed against, or otherwise come to an end, including but not limited to: (i) a default by Landlord under the Lease of any of the terms or provisions thereof; (ii) foreclosure proceedings brought by the holder of any mortgage or trust deed to which the Lease is subject, or (iii) the termination of Landlord's leasehold estate by dispossession proceedings or otherwise.

9. Indemnification. Tenant shall indemnify and hold Landlord and Prime Landlord and their successors and assigns harmless, at Tenant's sole cost, against and from any and all claims, demands, actions, causes of action, debts, liabilities, obligations, judgments and decrees, which may be made, asserted or recovered against them and any one or more of them by virtue of Tenant's occupancy or use of the Sublet Premises or Tenant's breach of the provisions of this Sublease.

10. Alterations and Leasehold Improvements. Tenant may not make major, structural or permanent alternations or leasehold improvements to the Sublet Premises, other than those that may be required to install and operate Tenant's business. In the event Tenant desires to make any major, structural or permanent alterations or leasehold improvements to the Sublet Premises, including the furnishing and installation of any signage (other than minor, non-structural or temporary alterations or leasehold improvements), Tenant shall first obtain the written or email consent of Prime Landlord, which shall not be unreasonably withheld, and in all cases comply with the terms of the Prime Lease. In the event Tenant exercises its Early Termination Right under Section 3, Tenant shall be required to restore the Sublet Premises to the condition that existed as of the date of this Sublease, in the sole and absolute discretion of the Prime Landlord. In the event Prime Landlord does not require the Sublet Premises to be restored by Tenant, any Tenant improvements shall become part of the Sublet Premises and shall revert to Prime Landlord upon termination of this Sublease.

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11. Landlord Remedies.

(a) In the event of a default by Tenant, Landlord shall have all the remedies accorded the Prime Landlord under the Lease as to the default by the lessee thereunder.

(b) In the event Tenant fails to perform any of its obligations hereunder, then Landlord may, but in no way shall be obligated to, perform all or any part of Tenant's obligations hereunder on behalf of the Tenant; provided however, that Landlord shall perform Tenant's obligations hereunder to the extent necessary to remain in compliance with the Prime Lease. Any cost or expenses actually incurred by Landlord which were necessary in Landlord's reasonable judgment in so performing Tenant's obligations (including, but not limited to, Landlord's attorney's fees and costs) shall be additional rent due hereunder immediately upon demand for Payment by Landlord to Tenant.

(c) If as a result of a default under this Sublease by Tenant, Prime Landlord deems Landlord in default under the Prime Lease and pursues such remedies therefore as may be provided Prime Landlord by law, equity or the Prime lease. Tenant agrees to reimburse Landlord promptly on demand the amount of any costs, claims and expenses, including reasonable attorneys' fees and costs resulting therefrom.

12. Removal of Property. At no time in no event may Tenant remove from the Sublet Premises or Premises any property of any kind belonging to Landlord or Prime Landlord..

13. Landlord's Title. Landlord covenants and warrants that it has a leasehold interest in the Sublet Premises and has full power or execute this Sublease as a valid instrument and to grant to Tenant the Tenant's rights hereunder, subject to the rights of Prime Landlord to approve this Sublease under the Prime lease. Landlord warrants that there is currently no default or breach of the Prime Lease on the part of Landlord, and that the Prime Lease is in full force and effect.

14. Conditions of Premises; Surrender. Tenant agrees to accept the Sublet Premises in "as is" condition, and agrees that Landlord has no obligation to improve, alter or otherwise prepare the Sublet Premises for occupancy. Further, Landlord has no obligation to maintain, improve or repair the Sublet Premises. At all times hereunder, Tenant shall maintain the Sublet Premises in good repair. Tenant may not store inoperative or abandoned vehicles, junk or other items on the Sublet Premises that Landlord shall reasonably find objectionable, in Landlord's sole and absolute discretion. Upon termination of this Sublease by lapse of time or otherwise, Tenant agrees to surrender the Sublet Premises free from damage and in good repair, ordinary wear and tear excepted. Upon the termination of the Sublease, Tenant shall be entitled remove any fixtures related to Tenant's build out and restore the Sublet Premises (or at the request of Landlord must remove such fixtures and restore the Sublet Premises). In all cases, Tenant shall be responsible for any damage to the Sublet Premises and the Premises, other than reasonable wear and tear, in the sole reasonable discretion of the Landlord.

15. Successors and assigns. The terms, covenants and conditions of this Sublease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and permitted assigns.

16. Notices. All notices, demands, requests and other communications necessary or desirable under this Sublease shall be in writing and shall be deemed properly served if delivered by hand

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to the party whose attention it is directed or when received if sent, by United States mail, postage prepaid, registered or certified mail, return receipt requested, with a copy by email transmission, addressed as follows:

(a) If intended for Prime Landlord:

Longitude 149 West, LLC
Attn: David McCarthy
POB 107
Denali National Park, AK 99755
Email: mccarthy@denaliparksalmonbake.com
Facsimile: (866) 554-5633

And

Jason Motyka
POB 107
Denali National Park, AK 99755
Email: Jason@denaliparksalmonbake.com
Facsimile: (866) 554-5633

And

Daniel J. McCarthy III
835 McClintock Drive, 2nd Floor
Burr Ridge, IL 60527
Email: djm@gsrnh.com
Facsimile: (630) 655-9808

(b) If intended for Landlord:

Denali Works, LLC
George Jordan
PO Box 201191
Anchorage, AK 99520
Email: George.jordan@live.com

Or at such other address or to such other individual as the party entitled to receive notices shall designate to the other in writing.

17. No Relationship Between Prime Landlord and Tenant. This is a Sublease and nothing contained herein or the approval of Tenant by Prime Landlord shall in any way be deemed to create any contractual relationship between Prime Landlord and Tenant, other than the provisions of Section 3 and the requirement that Tenant pay the Base Rent directly to the Prime Landlord.

18. Cost of Litigation. If either Landlord or Tenant institutes legal proceedings against the other party alleging a breach or default of the provisions of this Sublease, or otherwise arising out of Tenant's possession of the Sublet Premises, the prevailing party shall be entitled to recover from the non-prevailing party, reasonable costs associated with such proceedings including, but not limited to, attorneys' fees and court costs.

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19. Damage or Destruction. If the Prime Lease terminates as the result of damage or destruction of the Premises, this Sublease shall terminate as of the date of the termination of the Prime Lease. If the Sublet Premises is damaged or destroyed as the result of a fire or other casualty, and if as a result thereof, it is impractical for Tenant (or any subtenant) to conduct its business therein for a period of thirty (30) consecutive days or more, Tenant may elect to terminate this Sublease as of the date of such damage or destruction without further liability hereunder (except for amounts due prior to such damage or destruction). Notwithstanding the foregoing, Landlord shall not be liable to Tenant if the damage or destruction was due to Tenant's own negligence.

20. Subrogation and Insurance. Under the terms of the Prime Lease, Landlord has agreed to pay the cost of fire and casualty insurance and extended coverage and other property insurance covering the Premises and Landlord's property. Tenant agrees to obtain and maintain throughout the term of the Sublease, (a) Commercial general liability insurance (providing coverage with personal injury limits of at least $1,000,000 for injury to one person and $2,000,000 for any one accident) with respect to the Premises and Tenant's activities in the Premises and upon and about the Sublet Premises, on an occurrence basis, with minimum limits as Landlord may require; and (b) insurance covering all of Tenant's contents, trade fixtures, machinery, equipment, furniture and furnishings in the Sublet Premises to the extent of at least ninety percent (90%) of their replacement cost under standard fire and extended coverage insurance; and (c) property damage insurance of at least $500,000 for damage to property. Landlord and Tenant agree to have all fire and extended coverage and other property damage insurance which either of them may carry, endorsed with a clause providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation with such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in the Sublease, and not withstanding anything in this Sublease with may appear to be to the contrary, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies. Notwithstanding the foregoing or anything contained in this Sublease to the contrary, any release or any waiver of any claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increase cost the other party shall have the right, within ten (10) days following written notice, to pay such increase cost keeping such release or waiver in full force and effect).

21. Approval By Prime Landlord. This sublease is subject to the approval of Prime Landlord pursuant to the Prime Lease and is terminable by Landlord if Prime Landlord refuses to consent to this Sublease.

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IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date first above written.

LANDLORD:

DENALI WORKS LLC.

By: George Jordan III

Its: Managing Member

George Jordan

GEORGE JORDAN

TENANT:

NOMO GOLD LLC D/B/A DENALI GRASS COMPANY

By: _____

Its: Managing member

Susan Nowland

SUSAN NOWLAND

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