Commercial Lease Agreement

5763 Glacier Hwy, Juneau, AK 99801

This Commercial Lease Agreement ("Lease") is made and effective 2/1/18, by and between Lemon Creek Holdings LLC ("Landlord") and Rainforest Farms LLC ("Tenant")

Landlord is the owner of land and buildings commonly known and numbered as 5763 Glacier Highway and legally described as follows (the "Building"); UMS 609 TR 2A1, Juneau, Alaska 99801.

Landlord makes available for lease a portion of building designated as (the "Leased Premises"): The first and second floor, commercial parking lot (all parking spaces at the east entrance of the building and loading zone spaces at both South entrances), and 3 additional parking spaces to the east of storage units. Parking lot to the east of the building is available for expansion of greenhouses if Tenant wishes.

Landlord desires to lease the Lease Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the Term, at the rental and upon the covenants, conditions and provisions herein set forth.

THERFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed;

1. **Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for the term beginning 2/1/18 and ending 2/1/23.

B. Landlord and Tenant may renew the Lease for extended terms at the end of the term. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the term.

2. **Rental.**

A. Tenant shall pay to Landlord rental monthly Payments of $9,480.00. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Lemon Creek Holdings LLC.

B. Payments not received by the 5th of each month shall be subject to $150 dollar per day late fees enforceable by Alaska State Landlord Tenant Agreements.

Initial Renter ___ / Landlord CM JF

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C. Taxes from CBJ are 5% sales tax which is due at time of monthly payments. Monthly Taxes for Leased space is $474.00, which is due in addition to the monthly rent and is paid by Tenant.

3. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such as consent not to be unreasonably withheld or delayed.

4. Repairs and Maintenance

During the Lease term, Landlord will make at the Landlord's expenses all necessary repairs to the Leased premises regarding structural repairs, plumbing, mechanical system repairs, and electrical failures due to normal use.

Landlord shall be responsible for lawn care, snow removal and exterior lighting of building.

Landlord is not responsible for repairs or maintenance relating to, or caused by tenant improvements, remodels, additional structures, storage units, or driveway & parking areas.

5. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make improvements and replacements of and to all or any part of leased premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the lease term or placed or installed on the Leased premises by Tenant thereafter, shall remain Tenant's property free and clear or any claim by Landlord. Tenant shall have right to remove the same at any time during the term of this Lease provided that all damage to the Lease Premises caused by such removal shall be repaired by Tenant at Tenant's expenses.

8. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act of negligence of Tenant or any of Tenant's agents, employees

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or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for repairs not covered by owner's insurance.

B. Landlord will carry insurance to cover building and all Leased Premises. Tenant shall be responsible, at it's own expense, for fire and extended coverage insurance on all of its personal property.

C. Tenant shall be responsible for obtaining any additional insurance.

9. Utilities.

Tenant shall pay all charges for electricity, Telephone, cable, security, garbage/ recycling, Internet, any janitorial services used by tenant on Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within thirty (30) days of invoice.

10. Signs.

Following Landlord's Consent, Tenant shall have the right to place on the Leased Premises, at Locations specified by Landlord, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord May refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by the Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased premises at reasonable hours and approval from Tenants to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenants business on the Leased Premises.

12. Parking.

During the Term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to the rules and regulations for the use thereof as prescribed from time to time by Landlord. Tenant hereby leases from Landlord commercial parking spaces, which shall now include the full parking lot of the property.

Initial Renter DD / Landlord CM JF

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13. Damage and Destruction.

Damage caused by Tenant or invitees shall be promptly repaired at Tenants expenses. Building damage caused by normal wear must be reported to Landlord immediately so the proper repairs can be arranged and resolved at Landlord's expense. No smoking or cigarettes are allowed at any time inside of the Leased Premises.

14. Default.

If default shall at any time be made by Tenant in the Payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or condition to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and Terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy of provided, any other right remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages. Tenants will pay entire remaining dollar value of the lease in full upon termination.

15. Condemnation.

If any legally, constituted authority condemns the building or such part thereof which shall make the Leased Premises unsuitable for leasing, this lease shall cease when the public authority takes possession or action against the Landlord. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Party shall have any rights in or to any award made to the other by the condemning authority.

16. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion.

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17. Notice.

Any Notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States Certified mail, return receipt requested, addressed as follows;

Landlord:

Lemon Creek Holdings LLC

2917 Jackson Rd
Juneau, AK
99801

Tenant:

Rainforest Farms LLC

5763 Glacier Highway
Juneau, AK
99801

18. Successors.

The Provisions of this Lease shall be extended to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

19. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter which Landlord's consent is required or desirable under this Lease.

20. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenants use of Leased Premises.

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21. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Lemon Creek Holdings LLC, Landlord

Date 1/26/18

Rainforest Farms LLC, Tenant

Date 1/26/18

Initial Renter JD / Landlord MMJF

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Commercial Lease Agreement Addendum to lease.

In addition to current lease agreement made effective 2/1/18 ending in 2023 the following acknowledgements from Lemon Creek Holdings LLC shall be added for the duration of the lease. This is effective immediately as of 7/7/18

Lemon Creek holdings has given Rainforest Farms, LLC possession of the listed commercial building along with all the detailed areas of the property as per the Commercial Lease agreement signed on 2/1/18 with full knowledge the premises is being used as a commercial marijuana cultivation facility. As well as any legal marijuana related business that falls under the Alaska Marijuana Control Office and any permits Rainforest Farms, LLC possesses or may acquire for the production and manufacturing of marijuana.

14 a. In the event of Default by Tenant, Lemon Creek Holdings will not remove or take possession of any marijuana or marijuana products that require a handler's license.

14 b. In the event of Default by Tenant, Lemon Creek Holdings will notify AMCO immediately by mail at listed office address.

AMCO

550 W 7th Ave, STE 1600

Anchorage, AK

99501

Ph: 907-269-0350

Lemon Creek Holdings LLC

Rainforest Farms, LLC

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Commercial Lease Agreement Addendum to lease.

In addition to current lease agreement made effective 2/1/18 ending in 2023 the following acknowledgements from Lemon Creek Holdings LLC shall be added for the duration of the lease. This is effective immediately as of 10/7/19

15a. Lemon Creek holdings has given Rainforest Farms, LLC possession of the listed commercial building along with all the detailed areas of the property as per the Commercial Lease agreement signed on 2/1/18 with full knowledge the premises is being used as a commercial marijuana cultivation facility. As well as any legal marijuana related business that falls under the Alaska Marijuana Control Office and any permits Rainforest Farms, LLC possesses or may acquire for the production and manufacturing of marijuana until transfer of permit is approved by Marijuana Control Board To Turnagin Horticulture Company.

Transfer of Lease and legal use of premises shall be transferred to Turnagain Horticulture Company Effective immediately upon AMCO approval of license transfer.

Lemon Creek Holdings LLC

Rainforest Farms, LLC

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