LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into effective as of January 1st, 2021 by and between Jessica Huff, whose address is 1250 E Burnside St Apt 309 Portland, OR 97214 (hereinafter referred to as "Landlord"), and Timeless Adventures, LLC, whose address shall be: 405 Ream Lane, Fairbanks Alaska, 99712 (hereinafter referred to as ("Tenant"), collectively referred to as "parties".

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in Exhibit "A" attached hereto and by reference made a part hereof (the "Leased Premises").

ARTICLE II - LEASE TERM

Section I. Total Term of Lease

The term of this Lease shall begin on the commencement date of January 1, 2021, as defined in Section 2 of Article II, and this Lease shall be automatically renewed annually on January 1 as long as there is no change of controlling interest. In the event of a transfer or change of ownership of Timeless Adventures, LLC, DBA: Herbal Instincts, that changes the controlling interest, this Lease Agreement shall be immediately revised to allow for new considerations and be agreed upon by all parties involved.

Section 2. Possession

Tenant will be entitled to possession of the Property on the first day of the term of this Agreement and shall have permission from the Landlord to officially conduct business on the Leased premises. Tenant will yield possession to Landlord on the last day of the term of this Agreement, unless this Agreement is renewed or otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, commercial wear and tear expected.

ARTICLE III – EXTENSIONS

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have renewed this Agreement or signed a new Agreement; or (ii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to month tenancy will be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent will be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement will remain in full force and effect.

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ARTICLE IV - DETERMINATION OF RENT

The Tenant and the Landlord agree to accept rent at the following rates and times: Rent due on the first of every month in the amount of $5,000.00 plus an additional 45% of Tenant's net profit to be paid at the same time as Tenant's distributions are made. There will be no rent increases during the term of the Lease Agreement. Payments should be sent to Jessica Huff via direct deposit into account designated by Landlord. No security deposit is required for this Lease. Rent is due by the fifth of every month.

ARTICLE V – DEFAULT

Tenant will be in default of this Agreement if Tenant fails to comply with any material provisions of this Agreement by which Tenant is bound.

ARTICLE VI – TAXES

Section I. Tenants Company Taxes

The Tenant shall be solely liable for any and all company taxes that are incurred from conducting business on the Leased Premises. All state and federal taxes in relation to the Tenants Company, Timeless Adventures, LLC, is the Tenants sole responsibility.

Section 2. Real Estate and Property Taxes

During the duration of this Lease, the Landlord shall pay all real estate and property taxes associated with the Leased Property. The Landlord is solely responsible for any and all loans associated to the ownership of the property and this Leased Premises.

ARTICLE VII - CONSTRUCTION AND COMPLETION

Section 1. Improvements by Tenant

Tenant may have prepared plans and specifications for the construction of improvements, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all required certificates, permits, licenses, insurance policies, and other authorizations of state and governmental bodies or authorities which are necessary to permit the construction of the improvements on this leased Premises. All construction or improvement costs and liabilities of the Leased Premises is solely the Tenants responsibility. In the event of termination or non-renewal of this lease, the building and land must be returned to the Landlord in its original state. All equipment, materials, improvements, etc. must be fully removed from the premises.

Section 2. Mechanics Liens

Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary

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in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

Section 3. Utilities

Tenant shall pay directly for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and any other services connected to Tenant's use of the Leased Premises.

ARTICLE VIII - OBLIGATIONS FOR REPAIRS

Section 1. Tenant's Repairs

Tenant stipulates, represents and warrants that Tenant has examined the Property, and that it is at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear. The Tenant accepts all responsibility for the maintenance or repair needed as the result of the act of omission or negligence of the Tenants, its employees, agents, or contractors.

ARTICLE IX - TENANT'S COVENANTS

Section 1. Tenant's Covenants

The Tenant agrees to procure all state licenses and permits required for any business use made of the Leased Premises.

Section 2. Landlord Access to Property

Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the Property available to Landlord or Landlord's agents for the purpose of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour written notice will be deemed reasonable.

ARTICLE X - INDEMNITY BY TENANT

Section I. Indemnity and Public Liability

Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft. Tenant shall maintain, with respect to the Leased Premises, business liability insurance with limits of not less than two million dollars for injury or death from one accident and a one million dollar policy for property damage insurance, insuring Landlord and Tenant against injury to

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persons or damage to property on or about the Leased Premises.

ARTICLE XI - USE OF PROPERTY BY TENANT

Section 1. Intended Use of the Leased Premises

The Leased Premises shall be occupied and used by the Tenant exclusively for cannabis cultivation and processing. The Tenant has the Landlords permission to operate a cannabis cultivation company and use the 2047 square foot outbuilding and fenced in outdoor area for all processing purposes. All areas where cannabis is grown or processed must be gated and secured. Nothing herein shall give the Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sub lessee, assignee, or licensee.

ARTICLE XII – SIGNAGE

Section I. Exterior Signs

Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect signs on any portion of the Leased Premises.

Section 2. Interior Signs

Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

ARTICLE XIII – CONDEMNATION

Section 1. Total Taking

If, after the execution of this Lease and prior to the expiration of the term hereof, the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authorities.

ARTICLE XIV – ADDITIONAL PROVISIONS

Section 1. Waiver and Severability

The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitations of that party's rights to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

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Section 2. Captions and Definitions of Parties

The captions of the sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, Jessica Huff. Any pronoun shall be read in the singular or plural and in such gender as the context may require. The terms and provisions of this Lease shall be binding upon both the Landlord and Tenant signing this Lease Agreement. Nothing contained in this Lease Agreement shall be deemed or construed by any of the parties involved or by any third party, as creating a relationship of principal, interest, or joint venture in any way. The relationship between the parties involved is nothing other than the relationship of a Landlord and Tenant.

Section 3. Binding Effect

The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

Section 4. Entire Lease Agreement

This instrument contains the entire Lease Agreement between the parties. This Lease shall not be modified in any way except in writing, agreed and signed upon by all parties involved. The failure of Tenants or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

Section 5. Governing Law

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Alaska. In the event of any disagreement, all parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, all parties herein agree to amend disagreement via third party mediator which is approved by all parties.

Section 6. Subordination of Lease

This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

Section 7. Compliance with Regulations

Tenant will promptly comply with all laws, ordinances, requirements, and regulations of federal, state, borough, and other authorities.

Section 8. Disclaimer

The landlord/lessor will not take possession of or remove marijuana from the premises, and that AMCO will be contacted in the event that this is necessary.

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IN WITNESS WHEREOF, The Landlord and Tenant signed this Lease Agreement on:
December 15, 2020

Signed, sealed and delivered in the presence of:

Jessica Huff "LANDLORD"

Cristopher Konopka, authorized signer of
Timeless Adventures, LLC "TENANT"

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EXHIBIT "A" LEGAL DESCRIPTION

The following described real property located at: 405 Ream Lane, Fairbanks Alaska, 99712.
Lot # 3549 - Block # 35 - Latitude & Longitude 64.877466, -147.08084.

The entire property, including the Leased Premises, is solely owned by Jessica Huff. The Tenant (Timeless Adventures, LLC) is strictly leasing the use of said land and outbuilding located on the premises. In no way, shape, or form, does the Tenant own or have any loan or tax responsibilities connected to the actual physical ownership of the property that is being leased to the Tenant.

Residential Home (Not included in Lease)

The home was built in 2003 and has a total of 1472 square feet. It has three bedrooms and one full bath. The home has a large front deck and shares the same driveway with the property that is being leased to the Tenant.

Land (Not included in Lease)

The residential structures sit on a 42,300 square foot plot that equals .97 total acres.

Outbuilding (Included in Lease)

This two-story outbuilding was built in 2003 and has a total of 2047 square feet. The first story is 1407 square feet and the second story is 640 square feet. The outbuilding has electric, water, oil and sewer lines in place for use and includes a half bath and utility room on the first story. The interior center of the outbuilding has a poured concrete foundation that includes drainage lines. This outbuilding will serve as the cannabis processing facility.

Land (Included in Lease)

The outbuilding and field are placed on a 176,806.8 square foot plot that equals 4.06 total acres.

Driveway / Parking

The square footage of the driveway and parking is included in the Lease, however; the driveway and parking use is shared equally between the Owner and Tenant. Both parties may use the driveway and parking.

Persons on Leased Property

No one (including guests, visitors, employees, etc.) is allowed to access the gated areas on the Leased premises under the age of 21. Age must be physically verified for every person before entry as set forth by Alaska State Law.

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EXHIBIT "B" TENANT PLANS FOR LEASED PROPERTY

The Tenant (Timeless Adventures, LLC) will conduct business operations on the Leased premises, specifically the cultivation of cannabis. The Tenant will use the Leased outbuilding and land to conduct all business operations relating to the cultivation and processing of cannabis.

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