COMMERCIAL LEASE AGREEMENT

7801 KING STREET, ANCHORAGE, ALASKA 99518

THIS LEASE AGREEMENT ("Lease") is made and entered into, on the last day written below, by and between **E B H Investments**, an Alaska partnership ("Landlord"), and **Great Northern Cultivation, Inc.**, an Alaska corporation ("Tenant"), for the premises commonly known as 7801 King Street, Anchorage Alaska 99518 ("Premises").

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which consists of land and a building containing approximately 16,000 square feet. The Premises are legally described as:

> Lot Ten (10), Block Six (6), DIMOND INDUSTRIAL CENTER,
> ADDITION NO. 1, according to the official plat thereof,
> filed under Plat Number 80-49, Records of the
> Anchorage Recording District, third judicial District,
> State of Alaska; and
>
> SUBJECT TO covenants, conditions, restrictions,
> reservations, easements, rights-of-way and agreements of
> record.

The Premises include, without limitation, the building and all improvements situated thereon.

2. Term.

2.1. Term. The term ("Term") of this Lease shall be sixty (60) months from May 1, 2019 (the "Lease Commencement Date") through April 30, 2024, with an option to renew as provided below. Provided that Tenant is in compliance with its obligations arising pursuant to the terms of this Lease, possession of the Premises shall be provided to Tenant on the Lease Commencement Date.

2.2. Option to Renew. If Tenant is not in Default hereunder, Tenant, at its option, may obtain a renewal ("Extension Term") of this Lease for an additional sixty (60) months upon the terms and conditions herein stated, except for the amount of the Base Rent. Tenant shall exercise this option to renew by giving Landlord written notice of intention to renew not less than 180 days prior to the expiration of the original Term.

2.3. Early Termination. In the event Tenant, despite best efforts and at no fault of its own, is unable to obtain an Alaska state license and municipal use permit approvals for a standard marijuana cultivation facility, or there are changes in the Alaska state statute or Anchorage municipal code that make the business of Tenant illegal, Tenant may, at Tenant's election, terminate this Lease. Such termination of the Lease means termination Tenant's right to occupy the leased Premises and termination of Tenants obligation for payment of rent for the remainder of the Term or Extended Term of the Lease. Such termination of the Lease does not release Tenant from any other obligation arising pursuant to the terms of this Lease. In such event Landlord shall retain, as liquidated damages all payments and deposits paid by or on behalf of Tenant. Landlord and Tenant acknowledge that Landlord's damages in such an event are difficult to precisely measure, but that said sum is a reasonable

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approximation of those damages. This release and liquidated damages provision is not applicable in any circumstances other than those expressly set forth in this paragraph.

3. Rent.

3.1. Base Monthly Rent. Tenant shall pay to the Landlord, at Landlord's address specified below or at such other place as Landlord may hereinafter designate, on or before the first day of the calendar month and on or before the first day of each succeeding calendar month succeeding the Rent Commencement Date recited above during the Lease Term and any Extension Term.

The base monthly rent ("Base Rent") for the Term and Extension Term shall be as follows:

Term			Rent Amount
May 1, 2019	To	May 31, 2019	$0
June 1, 2019	To	June 30, 2019	$0
July 1, 2019	To	July 31, 2019	$10,000.00
Aug. 1, 2019	To	Aug. 31, 2019	$10,000.00
Sept. 1, 2019	To	Sept. 31, 2019	$15,000.00
Oct. 1, 2019	To	April 30, 2020	$18,400.00
May 1, 2020	To	April 30, 2021	$18,952.00
May 1, 2021	To	April 30, 2022	$19,520.56
May 1, 2022	To	April 30, 2023	$20,106.17
May 1, 2023	To	April 30, 2024	$21,312.54
Extension Term			
May 1, 2024	To	April 30, 2025	$21,951.92
May 1, 2025	To	April 30, 2026	$22,610.48
May 1, 2026	To	April 30, 2027	$23,288.79
May 1, 2027	To	April 30, 2028	$23,987.45
May 1, 2028	To	April 30, 2029	$24,707.08

3.2. Late Charges. In addition to all other remedies at law available for nonpayment, if the amount due from Tenant is not received by Landlord on or before the 10th day following the date upon which such amount is due and payable, a late charge of $75.00 per day shall become due and payable as additional rent hereunder, which represents a fair and reasonable estimate of the processing and accounting costs that Landlord will incur by reason of such late payment.

4. Security Deposit. Contemporaneously with the Tenant's payment of Base Rent for the rental period beginning on July 1, 2019, Tenant shall pay Landlord $20,000 as a security deposit ("Deposit"). If Tenant fails to pay Base Rent or other charges due hereunder, or otherwise Defaults with respect to any provision of this Lease, Landlord may use, apply, or retain all, or any portion, of said Deposit for the payment of any Base Rent or other charge in Default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's Default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby.

5. Landlord's Title-Quiet Enjoyment.

5.1. Landlord's Authority. Landlord represents and warrants to Tenant that it has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder.

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5.2. Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rent and all other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term and any Extension Term of this Lease.

5.3. Memorandum Lease. Landlord and Tenant shall, upon written request by either, simultaneously with execution of this Lease, execute a Memorandum of this Lease which may be recorded by either party immediately after execution at the expense of the party requesting the recording. Tenant may not record this Lease.

5.4. Covenant of Use. Landlord makes no representations or warranties to Tenant as to the suitability of the Premises for Tenant's intended purposes. Tenant is responsible for confirming that Tenant's intended use is authorized by applicable law; covenants, conditions, restrictions and easements affecting title, which may appear in the public record, including those shown on any recorded plat or survey; and the Municipality of Anchorage Municipal Code. With regard to all such matters, Tenant is relying on its own investigations and such inspections and studies as it chooses to conduct.

6. Utilities. Tenant shall pay promptly when due all charges for water, sewer, garbage disposal, telephone, electricity, cable, heat, gas, power, and any other utilities or services and like charges, including any fire protection or security charges, furnished to or consumed upon the leased Premises. Landlord shall not be liable for any failure or interruption of utilities or other services to the Premises, unless such failure is caused by the sole negligence of Landlord, or Landlord's agents or employees.

7. Taxes and Assessments.

7.1. Real Estate Taxes and Assessments. Tenant shall pay all real estate taxes and assessments on the Premises prior to their due date beginning on the Lease Commencement Date. Until the Lease Commencement Date, the Property Tax shall be Landlord's full and sole responsibility. If Tenant late pays such real estate taxes or assessments, Tenant shall also pay any interest, fees and penalties arising as a result of the late payment. Real property taxes for the first and last calendar year of this Lease shall not be prorated, but rather paid in their entirety by Tenant. Landlord agrees to ensure than Tenant receives all invoices or statements for taxes due at least fourteen (14) days prior to such taxes being due. Upon demand by Landlord, Tenant shall provide proof of payment of such taxes and assessments. If Tenant fails to pay real property taxes and assessments when due, Landlord may, at its option, pay the same, and the amount paid by Landlord, including any interest and penalties thereon, shall immediately be due and payable, with interest at 1.5% per month, or the maximum legal rate if applicable. Such payment by Landlord shall be in addition to all other remedies at law which may be available to Landlord for the Default by Tenant. Landlord shall provide to Tenant, upon receipt, all documents and notices concerning change in value (for real estate tax purposes) of the Premises. Tenant, at Tenant's expense, may contest any such real property taxes or assessments in any manner permitted by law, in Tenant's name, and, whenever necessary and required by law, in Landlord's name. Landlord shall cooperate with Tenant and execute any documents or pleadings required for such purposes, provided that Landlord shall be satisfied that the facts set forth in such documents or pleadings are accurate, and that such execution or cooperation does not impose any obligations, expense, or liability on Landlord.

7.2. Additional Taxes. Should there presently be in effect or should there be enacted during the Term or any Extension Term of this Lease any law, statute, or ordinance levying any tax (other than

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Federal or State income taxes) directly or indirectly, in whole or in part, upon rents or the income from real estate or rental property, or increasing any such tax, Tenant shall reimburse Landlord monthly, as additional rent, at the same time as Base Rent payments are due hereunder, for the actual amount of all such taxes paid.

8. Repairs, Maintenance and Condition of Premises.

8.1. Condition of Premises. Tenant acknowledges that it has inspected the leased Premises and that the leased Premises are in good condition and suitable for Tenant's intended use. Tenant accepts the Premises "as is" in their current condition. No warranties or representations concerning the condition or suitability of the Premises for intended uses have been made. Landlord will provide the Premises to Tenant "broom clean" and free of debris.

8.2. Maintenance and Repair. Landlord shall be responsible for maintaining the structural integrity of the building and the roof. Landlord has no other maintenance or repair obligations. Tenant shall, at its own expense, at all times keep all other aspects of the Premises and all other systems in good order and repair, maintained, and, upon termination of this Lease, Tenant shall deliver the leased Premises to Landlord in as good a condition as when delivered to Tenant. Tenant shall be responsible for snow and ice removal, sanding, and maintaining landscaping. If the Tenant does not make such repairs promptly and adequately, or fails to maintain the Premises in good repair, Landlord may (but is not required to) make repairs on ten (10) days' notice to the Tenant, and Tenant shall pay promptly the cost thereof, as additional rent, on the next rent date thereafter. The right of Landlord to make such repairs shall be without prejudice to any rights it may have because of Tenant's failure to make such repairs.

8.3. Alterations. Tenant, at its sole cost and expense, may make alterations, additions, and improvements to the Premises (including without limitation upgrades to the power service) with Landlord's prior written consent, which shall not be unreasonably withheld. Tenant shall submit all plans to Landlord for written approval prior to submitting applications for permits. Landlord shall review and return Tenant's proposed plans within fifteen (15) business days after actual receipt of the proposed plans from Tenant.

In the performance of such work, Tenant shall hold Landlord harmless from any damage, loss or expense, and shall comply with all laws, ordinance, rules and regulations of any public authority, obtaining all necessary permits, approvals or authorizations. All such alterations, additions and improvements to the Premises (except trade fixtures and Tenant's installed heating and cooling systems) shall be the property of Landlord, and shall be surrendered with the Premises upon termination of the Lease. However, upon demand by Landlord given at least thirty (30) days prior to the end of the Lease Term or any Extension Term, Tenant shall remove any alterations, additions or improvements made by Tenant or R.C. Tinderbox, LLC, designated by Landlord to be removed, at Tenant's sole cost and expense. In such event, Tenant shall repair any damage to the Premises caused by such removal, and as far as possible, return the Premises to their condition prior to making of any such alterations, improvements or additions.

Notwithstanding the above, if Tenant has fully performed this Lease and is not in default, then prior to the end of the Term or any Extension Term of this Lease, Tenant shall have the right to remove all trade fixtures, including, without limitation, heating and cooling systems located on the Premises which were installed by the Tenant. However, in such event, Tenant shall repair all damage caused to

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the Premises by such removal, returning the Premises, as far as possible, to their condition prior to installation of such trade fixtures.

Further, trade fixtures shall not be deemed to include any building structures, ventilation, plumbing or electrical equipment installed on the premises. Trade fixtures shall also not be deemed to include any fixtures relating primarily to general usage of the building or premises, as opposed to fixtures specifically used for the operation of the tenant's particular type of business.

Landlord and Tenant shall equally share in the cost of any improvement to the Chugach Electric power supply to the building located at the Premises. Landlord's max contribution shall be capped at $15,000.00, regardless of whether the total cost of the improvement exceeds $30,000.

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8.4. Entry and Inspection. Upon no less than twenty-four hour notice, Tenant will permit Landlord or its agents to enter the Premises during business hours, hereinafter defined as from 7:00 a.m. to 6:00 p.m. on weekdays and from 8:00 a.m. to 1 :00 p.m. on Saturdays, excluding legal holidays to inspect, clean, repair, alter, or improve the Premises, or to show the Premises to prospective purchasers or tenants. In exercising its rights under this section, Landlord will not unreasonably interfere with the conduct of Tenant's business. Landlord's agent or employee shall be over the age of 21 and shall comply with Tenant's visitor policy pursuant to state and local regulations.

8.5. Americans with Disabilities Act. During the Term or any Extension Term of this Lease, it is the sole responsibility of the Tenant to manage and operate the Premises in compliance with all applicable Americans with Disabilities Act ["ADA"] requirements. Landlord is specifically, and in all ways, to be indemnified, defended, and held harmless by Lessee in regard to any ADA non-compliance claims, issues, building modifications or mitigation required to the Premises as the result of the Americans with Disabilities Act.

9. Use of Premises.

9.1. Nature of Use. Tenant shall use the Premises for any lawful purpose consistent with the standard marijuana cultivation facility license and marijuana concentrate manufacturing license lawfully associated with the Premises, in accord with Alaska state statutes and the Municipality of Anchorage Municipal Code, and for no other uses except as Landlord may approve in writing. Tenant shall not make or permit any use of the Premises which may invalidate any policy of insurance covering the Premises or its contents. In case of any increase in premium resulting from Tenant's use, Tenant shall pay the amount thereof, without prejudice to any other right or remedy of Landlord.

9.2. Hazardous Substances.

9.2.1. Presence and Use of Hazardous Substances. Unless otherwise set forth in this Section 9.2, Tenant shall not, without Landlord's prior written consent, keep on or around the Premises or Common Areas, for use, handling, disposal, treatment, generation, storage or sale, any "Hazardous Substance" hereinafter defined as any "Permitted Hazardous Substances" as defined below, which are hazardous or toxic substance, or waste, regulated pursuant to any federal, state or local environmental

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law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act, and the Occupational Safety and Health Act due to its potential harm to health, safety or welfare of humans or the environment.). With respect to any such Hazardous Substances, Tenant shall:

9.2.1.1. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

9.2.1.2. Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

9.2.1.3. Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, handling, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations;

9.2.1.4. Allow Landlord or Landlord's agent or representative to come on the Premises during business hours. and upon reasonable notice to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances;

9.2.1.5. Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

9.2.1.6. Comply with all applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

9.2.1.7. Tenant may store and use any hazardous, toxic, infectious or dangerous substances lawfully permitted and generally recognized as necessary and appropriate for the Permitted Use as (i) such storage and use is in the ordinary course of operating a Permitted Use; and (ii) such storage and use is performed in compliance with all applicable laws, rules, or regulations, and in compliance with commercially reasonable standards prevailing in the industry for storage and use of such substances ("Permitted Hazardous Substances"). In addition to the foregoing, Tenant will comply with any inspection requirement required by any federal, state or local regulatory agencies because of the Tenant's use of such Permitted Hazardous Substances. Tenant acknowledges the use of the following "Permitted Hazardous Substances" as part of Tenant's Permitted Use include: fertilizers and other nutrients for the production and growing of marijuana and Co2 for use in growing and processing cannabis. Tenant hereby agrees not to add to or materially alter the type or quality of the items on the list for Permitted Hazardous Substances, without notifying Landlord of such additions or material alterations.

9.2.2. Clean up Costs, Default and Indemnification.

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9.2.2.1. Tenant shall be fully and completely liable to Landlord for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, handling, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Premises, Common Areas, or the building of which the premises are a part.

9.2.2.2. Tenant shall indemnify, defend and save Landlord harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon Landlord (as well as Landlord's reasonable attorneys' fees and costs) as a result of Tenant's use, handling, disposal, transportation, generation and/or sale of Hazardous Substances. 9.2.2.3 Upon Tenant's default under this Section, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies: (i) At Landlord's option, to terminate Tenant's right to occupy the premises immediately; (ii) To recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Landlord, any and all damages and claims asserted by third parties and Landlord's reasonable attorneys' fees and costs.

9.2.3. Landlord Indemnification. Landlord shall indemnify, defend and hold harmless the Tenant, its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation any and all sums paid for settlement, claims, reasonable attorneys' fees, consulting and expert fees) in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, to the extent that the Hazardous Substances were present on the Premises prior to the commencement of the Lease Term.

9.3 Disposal of Non-Hazardous Waste Materials. All non-hazardous waste materials shall be disposed of by Tenant properly and in accordance with all applicable laws and regulations.

9.4 Compliance with Law. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any state law, statute, zoning restriction, ordinance or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all state laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. Notwithstanding the foregoing, Landlord understands and agrees that Tenant intends to use the property for the production and processing of marijuana and marijuana related products as allowed by Alaska state law and the regulations promulgated thereunder.

10. Insurance; Indemnity.

10.1 Public Liability Insurance. Tenant, at its own expense, shall procure and maintain in effect comprehensive public liability insurance coverage with limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily and personal injury or death to any one-person; with minimum of not less than Two Million Dollars ($2,000,000.00) for bodily and personal injury and death to more than one person; and with limits of not less than Three Hundred Fifty Thousand Dollars ($350,000.00) with respect to damage to property. In no event shall the limits of said policies be

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considered as limiting the liabilities of Tenant under this Lease. The above-stated minimum policy limits shall be subject to periodic review by the Landlord.

10.2 Casualty Insurance. Tenant, at its expense, shall maintain in effect policies of insurance covering (a) the Premises, leasehold improvements, fixtures and equipment located on the Premises, for the full replacement value, and providing protection against any peril included within the classification "Fire and Extended Coverage," together with insurance against sprinkler damage (if the building has a sprinkler system installed), vandalism and malicious mischief; and (b) all plate glass on the Premises. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the Premises, leasehold improvements, fixtures, equipment and plate glass so insured.

10.3 Insurance Policies. All insurance policies (except the fire and extended coverage insurance on Tenant's personal property) shall name Landlord as additional insured and shall be with companies and with loss payable clauses satisfactory to Landlord, and copies of policies or certificates evidencing such insurance shall be delivered to Landlord by Tenant. No such policy shall be cancelable or amendable except after thirty (30) days' written notice to Landlord. Whenever in Landlord's reasonable business judgment, good practice and changing conditions indicate a need for additional and /or different types of insurance coverage, Tenant shall obtain such insurance at its expense upon request from Landlord.

If Tenant does not maintain or procure required insurance, after 10 days written notice to Tenant, Landlord may [but is not required to] procure and obtain such insurance. The cost of any such insurance obtained by Landlord shall be additional rent which will be due and payable upon demand.

10.4. Waiver of Subrogation. Landlord and Tenant mutually agree to waive their right of recovery against each other, and their respective officers, members, shareholders, employees or agents, for losses or damages occurring to the Premises, improvements, contents, other property of the waiving party or under its control, or business interruptions related to the loss or damage to such property. However, the parties agree that this waiver applies only to losses covered by valid and collectible insurance, and only to the extent that such insurance applies, and not in excess of the amount collectible from such insurance. The waiver shall not apply to damages in excess of the amount collectible from such insurance. Permission to grant this waiver is to be included in the provisions of the insurance policies now carried by both Landlord and Tenant. The continuation of this mutual waiver of subrogation is subject to the insurance continuing to grant this option on renewal policies.

10.5. Indemnification of Landlord. Landlord shall not be liable for any loss, injury or death to persons or damage to property, in or about the Premises, from any cause, which at any time may be suffered by Tenant or by its invitees or employees or agents, except to the extent caused by the sole negligence or willful misconduct of Landlord, its employees, agents and contractors. The Tenant agrees to indemnify, defend, and save Landlord, its employees and its agents, harmless from any and all claims and expenses, including reasonable attorney's fees and costs, and litigation-related expenses arising out of such injury, death, or damage, however occurring, on or about the Premises.

10.6. WAIVER. LANDLORD AND TENANT SPECIFICALLY AGREE THAT THE PROVISIONS OF THIS SECTION 10 ALSO APPLY TO ANY CLAIM OF INJURY OR DAMAGE TO THE PERSONS OR PROPERTY OF TENANT'S EMPLOYEES, AND TENANT ACKNOWLEDGES AND AGREES THAT AS TO SUCH CLAIMS, TENANT, WITH RESPECT TO LANDLORD, DOES HEREBY WAIVE ANY RIGHT OF IMMUNITY WHICH

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TENANT MAY HAVE UNDER INDUSTRIAL INSURANCE AND UNDER ANY SUBSTITUTE OR REPLACEMENT STATUTE. THIS WAIVER AND AGREEMENT WAS SPECIFICALLY NEGOTIATED BY LANDLORD AND TENANT AND IS SOLELY FOR THE BENEFIT OF LANDLORD AND TENANT AND THEIR SUCCESSORS AND ASSIGNS AND IS NOT INTENDED AS A WAIVER OF TENANT'S RIGHTS OF IMMUNITY UNDER SAID INDUSTRIAL INSURANCE OF ANY OTHER PURPOSE.

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11. Reconstruction and Restoration.

11.1. Minor Damage. If during the Term or any Extension Term, hereof, the Premises are damaged by fire or other perils covered by the fire and extended coverage insurance on the Premises, and such damage is not "substantial," Landlord shall promptly repair such damage at Landlord's expense after the application of all insurance proceeds, and this Lease shall continue in full force and effect.

11.2 Substantial Damage. If during the Term or any Extension Term hereof the Premises are destroyed or damaged by fire or other perils covered by the insurance, and if such damage is "substantial," Landlord may at its option either (a) promptly repair such damage at Landlord's expense after the application of all insurance proceeds, in which event this Lease shall continue in full force and effect, or (b) cancel this Lease as of the date of such damage, by giving Tenant written notice of its election within thirty (30) days after the date Tenant notifies Landlord of such damage. Notwithstanding any other provision in this Section, if damage to the Premises is caused by Tenant, and such damage is not subject to waiver of subrogation under Section 10, then Tenant shall be responsible for repair and Base Rent shall not abate during the repair period.

11.3 Abatement of Rent.

11.3.1. If the Premises are destroyed or damaged and Landlord repairs or restores them under this section, Tenant shall continue the operation of its business in the Premises to the extent reasonably practicable, and the Base Rent payable hereunder for the rental period during which such damage, repair or restoration continues shall be abated in proportion to the proportion of usable Premises space compared to the total Premises space.

11.3.2. If Landlord shall be obligated and use best efforts to repair or restore the Premises under this Section and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, of if the estimated repair time is greater than 180 days, Tenant may at its option cancel this Lease as of the date of occurrence of such damage by giving landlord notice of its election to do so at any time prior to the commencement of such repair or restoration and/or sue for damages caused Tenant by Landlord's breach, and/or obtain an order specifically enforcing Landlord's obligations to repair and restore. All of said remedies shall be cumulative.

11.4. Definition of "Substantial." For the purpose of this Section 11, "substantial" damage to the Premises shall mean damage to the Premises the estimated cost of repair of which exceeds fifty percent (50%) of the then estimated replacement cost of the improvements to the Premises, or uninsured or underinsured damage exceeds six (6) months monthly rent in effect.

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12. Assignment and Subletting. Tenant shall not either voluntarily or by operation of law assign, sell, or otherwise transfer this Lease or any of Tenant's rights hereunder, or sublet the Premises or any portion thereof without Landlord's written consent in each instance, which shall not be unreasonably denied or delayed. The sale or assignment of any stock or interest in Tenant (for other than security purposes) in the aggregate in excess of forty-five percent (45%) in any two-year period, shall be deemed an assignment within the meaning and provisions of this Section. Tenant agrees to reimburse Landlord for Landlord's reasonable costs and attorney's fees incurred with the documentation of such assignment, subletting or other transfer of this Lease or Tenant's interest in and to the Premises.

13. Condemnation.

13.1. Entire or Substantial Taking. If the entire Premises, or so much thereof as to make the balance not reasonably adequate for the conduct of Tenant's business (notwithstanding restoration by Landlord as herein provided) shall be taken under the power of eminent domain, the Term or any Extended Term of this Lease shall automatically terminate on the date the condemning authority takes possession.

13.2. Partial Taking. In the event of any taking under the power of eminent domain which does not so result in a termination of this Lease, the monthly Base Rent hereunder shall be reduced, effective on the date the condemning authority takes possession, in the same portion as the value of the Premises after the taking relates to the value of the Premises prior to the taking. Landlord shall promptly, at its sole expense, restore the portion of the Premises not taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

13.3. Awards. Any award for taking of all or any part of the Premises under the power of eminent domain shall be the property of the Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee. Nothing herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to or cost of removal of Tenant's trade fixtures and removable personal property, or for damages for cessation or interruption of Tenant's business.

14. Liens and Encumbrances. Tenant agrees that it will pay all costs for work done or caused to be done by it on the Premises, and Tenant will keep the Premises free and clear of all mechanic's and other liens on account of work done for Tenant or persons claiming under Tenant. Should any claim of lien be filed against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall promptly give the other party written notice thereof. In the event a dispute between Tenant and a third party having lien rights arising from work performed for Tenant, results in litigation to enforce such lien right in which Landlord or any party deriving rights from Landlord is named a party defendant, defense of such action shall, at Landlord's option immediately be assumed by Tenant. Tenant shall appear and defend Landlord and any parties deriving interest through Landlord or shall pay any costs or attorney's fees incurred by Landlord or parties deriving interest through Landlord in respect to their own defenses to such action and shall indemnify and hold Landlord and parties deriving interest through Landlord harmless from any judgment arising out of such litigation.

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15. Surrender of Premises.

15.1. Surrender of Premises. Tenant shall promptly surrender possession of the Premises to Landlord upon the expiration or prior termination of the Lease. Subject to the provisions of Section 8.3, the Premises shall be surrendered in the same condition as they were at the commencement of the R.C. Tinderbox lease term on or about May 16, 2016, normal wear and tear excepted, damages covered by insurance excepted, and acts of God or the elements excepted.

15.2. Holding Over. Any holding over by Tenant after the expiration or termination of the Lease shall be construed to be a tenancy for a month-to-month, on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy. During such tenancy, the Tenant agrees to pay the Monthly Rental in effect immediately prior to commencement of the holding over, times 125%.

15.3. Sub-Tenancies. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, terminate all and any existing sub-tenancies, or may, at the option of Landlord, operate as an assignment to it of any and all such sub-tenancies.

16. Default by Tenant.

16.1. Default. The occurrence of any one or more of the following events shall constitute breach of this Lease by Tenant ("Default").

16.1.1. Failure to Pay Rent. The failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) business days after written notice thereof by Landlord is received by Tenant.

16.1.2. Failure to Perform. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by the Tenant, other than payment of Base Rent, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord is received by Tenant; provided, however, that if the nature of Tenant's Default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in Default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

16.1.3. Bankruptcy. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or by the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days filing); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days after appointment of said trustee or receiver, or the filing of a petition for the appointment of the same, whichever shall first occur.

16.2. Remedies in Default. In the event of any such Default by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such Default:

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16.2.1. Terminate Lease. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all past due Base Rent and other charges; the expenses of reletting the Premises, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and costs; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges called for herein for the balance of the Lease Term or any Extension Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired Lease Term or any Extension Term of this Lease. Unpaid installments of Base Rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum.

16.2.2. Continue the Lease. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned or vacated the Premises. In such event Landlord shall be entitled to enforce all Landlord's right and remedies under this Lease, including the right to recover past due Base Rent and other charges, the Base Rent and any other charges as may become due hereunder, and at Landlord's option, to recover the worth at the time of the award by the court having jurisdiction thereof of the amount by which the unpaid Base Rent and other charges called for herein for the balance of the Lease Term or any Extension Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided.

16.2.3. Reletting for Tenant's Account. Landlord may reenter and attempt to relet without terminating this Lease and remove all persons and property from the Premises (which property may be removed and stored in a public warehouse or elsewhere at the cost and risk of, and for the account of, Tenant), all without service of notice or resort to legal process and without being deemed guilty of trespass, or any liability of Landlord for any loss or damage which may be occasioned thereby. If Landlord, without terminating this Lease, either: (i) elects to reenter the Premises and attempt to relet; (ii) takes possession of the Premises pursuant to legal proceedings; or (iii) takes possession of the Premises pursuant to any notice provided by law, then Landlord may, from time to time, make such alterations and repairs as may be reasonably necessary in order to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term or any Extension Term of this Lease) and at such Base Rent and other terms as Landlord in its reasonable discretion deems advisable.

Upon such reletting, all rents received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness of Tenant (other than any Base Rent or other payments due hereunder) to Landlord; second, to the payment of any costs and expenses of obtaining possession and any such reletting, including expense of reasonable alterations and repairs, brokerage fees and reasonable attorneys' fees; third, to the payment of any Base Rent or other payments due and unpaid hereunder. If rent and any other amounts received by Landlord from reletting during any month be less than Tenant's Base Rent for that rental period paid, Tenant shall immediately pay such deficiency to Landlord. No such reentry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a notice of such intention be given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous Default. Should Landlord at any time terminate this Lease for any

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Default, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such Default, including the cost of recovering the Premises, reimbursement of any brokerage fees incurred by Landlord in connection with Tenant's Lease and all Base Rent (accrued or to accrue during the term of the Lease) which, at Landlord's election, shall be accelerated and be due in full on demand.

16.2.4. Other Remedies. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises are located, including but not limited to the right to assess against Tenant an amount equal to the reasonable attorneys' fees incurred by Landlord in collecting any Base Rent or other payment due hereunder, which amount shall be due in full within ten (10) days of Tenant's receipt of the assessment by Landlord.

17. Default by Landlord. If Landlord shall be in default for more than thirty (30) days after receipt of Tenant's notice specifying such default, Tenant may incur any expense necessary to perform any obligation of Landlord specified in such notice and deduct such expense from any sums payable by Tenant under this Lease thereafter to become due or pursue any other remedy available at law, equity or by statute, including, but not limited to, damages and/or the right to terminate the Term or any Extended Term of this Lease. Provided, however, if Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be deemed in default if it commences such performance within such thirty (30) day period and uses best efforts to diligently prosecute the same to completion.

Irrespective of anything contained in this Section 16, Tenant may not deduct any expenses against any sums payable by Tenant to Landlord under this Lease unless Tenant gave Landlord at least thirty (30) days' notice in writing of the default and Tenant's intention to incur expense to cure said default. In any event, Tenant may only deduct the reasonable cost of curing said default. Provided, further, Tenant's inability to deduct said expense against any sums payable by Tenant to Landlord under this Lease shall not affect any other right or remedy of Tenant. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default.

18. Landlord's Financing.

18.1 No Existing Deed of Trust, Mortgage or Other Security Instruments. Landlord has not encumbered the leased Premises with any existing deed of trust, mortgage or other security Instrument. Land lord shall provide notice to tenant of any future such encumbrance of the leased Premises.

18.2 Priority of Lease. This Lease shall automatically be subordinate to any deed of trust, mortgage and other security instruments now existing or hereafter placed on the leased Premises or any part thereof by the Landlord and all advances made or to be made thereunder. Within fifteen (15) days of presentation, Tenant shall execute, acknowledge, and deliver to Landlord (i) any subordination or nondisturbance agreement or other instrument that Landlord may require to carry out the provisions of this Section, and (ii) any estoppel certificate requested by Landlord, with any such mortgagee or beneficiary certifying in writing, if such be true, that Tenant shall be in occupancy and that the Lease is in full force and effect, and the dates to which the rent and other charges shall have been paid, and that there shall be no rental offsets or claims. Tenant shall not be obligated to execute any agreement in favor of any mortgagee or beneficiary to confirm the subordination of this Lease unless such agreement contains non-disturbance provisions reasonably acceptable to Tenant.

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18.3 **Cure by Tenant.** If Landlord shall default in the payment of any such mortgage or otherwise fails to comply therewith, and notice of such default has been given Landlord by lender, Landlord shall have the obligation to immediately notify the Tenant of such default or failure and Tenant shall have the right and privilege of paying to the mortgagee any amount so in default, but shall have no obligation to do so. Upon tenant making any such payment, it shall be entitled to deduct the amount so paid from the rent due, until the amount of such payment shall have been fully repaid to the Tenant.

19. Signage. Prior to opening for business, Tenant may install a permanent exterior sign on the building in conformance with all local ordinances and rules. The design and plan for installation of all signs on or exposed to the exterior of the building shall be subject to prior written approval of Landlord which approval shall not be unreasonably withheld or delayed. In the event Tenant shall install any sign in violation of this Section 19, Landlord shall have the right, upon five (5) days prior written notice to Tenant, to enter upon the Premises, remove and store the subject sign and repair all damage caused by the removal of the sign all at Tenant's cost and expense, all without liability to Landlord. Tenant shall remove immediately any interior or exterior signage, advertisement, decoration or similar thing which Landlord reasonably deems objectionable or offensive. If Tenant fails to do so, Landlord may enter upon the Premises and remove same at Tenant's cost and expense.

20. First Right of Refusal.

20.1 Right of First Refusal. During the Term or any Extension Term of the Lease, Tenant shall have the right of first option with respect to any sale of the Premises by Landlord as provided herein.

20.2. Notice Requirements. During the Term or any Extension Term of the Lease, if Landlord desires to sell the Premises, Landlord shall first give Tenant at least twenty (20) days ("Notice Period") prior written notice of the proposed sale which notice shall state the name, address, personnel of the proposed purchaser, and the terms of the proposed sale ("ROR Notice").

20.3. Procedure. During the Notice Period, following the receipt by Tenant of the ROR Notice, Tenant, at its election, shall give written notice to Landlord of its decision to exercise its right to purchase the Premises upon the same terms as described in the ROR Notice. The purchase by Tenant shall be closed upon the same terms as stated in the ROR Notice.

21. Miscellaneous.

21.1. Waivers. No waiver by either party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent default by the breaching party of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant, whether or not similar to the act so consented to or approved.

21.2. Notices. All notices under this Lease shall be in writing and delivered in person or deposited in the United States Mail, certified and postage prepaid and addressed to the address of Tenant or Landlord shown below or at such other address as may be designated by either party in writing.

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LANDLORD'S ADDRESS:
EBH Investments
3523 West 100th Avenue
Anchorage, Alaska 99515

TENANT'S ADDRESS:
Great Northern Cultivation, Inc.
645 G. Street, Suite 100-907
Anchorage, Alaska, 99501

21.3. Interest on Past Due Obligations. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid, but the payment of such interest shall not excuse or cure any Default by Tenant.

201.4 Construction.

21.4.1. This Lease shall be construed and governed by the laws of the State of Alaska;

21.4.2. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;

21.4.3. The Lease constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof;

21.4.4. This Lease may not be modified or amended except by written agreement signed and acknowledged by both parties, the parties acknowledge and agree that Addendum A is incorporated to this Lease;

21.4.5. Time is of the essence of this Lease in each and every provision thereof;

21.4.6. Nothing contained herein shall create the relationship of principal and agent or of partnership or of joint venture between the parties hereto and no provisions contained herein shall be deemed to create any relationship other than that of landlord and tenant; and

21.4.7. The parties have had the opportunity to have this document reviewed by counsel of their choice. The parties agree that no interpretation or construction shall be made with respect to this document based on which party drafted the document.

21.5. Successor. Subject to any limitations on assignments herein, all of the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

21.6. Costs and Attorneys' Fees. If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable actual attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is commenced.

21.7. Jurisdiction and Venue. The parties hereto do hereby consent to jurisdiction and venue of the Superior Court in Anchorage, Alaska.

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21.8. Dispute Resolution.

21.8.1. Occasions for Arbitration. In the event of a dispute between the parties, related to this agreement or the transactions or relationships contemplated hereby, such disputes shall be resolved by binding arbitration in accordance with the provisions of this Section 19, and the parties waive the right to proceed in courts of law or equity as to these matters.

21.8.2. Procedure. In the event of such dispute as described in the preceding section, the dispute shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All arbitration hearings shall be conducted in Anchorage, Alaska. Prior to instituting an arbitration proceeding, the parties agree to attempt to settle such dispute or claim through non-binding mediation presided over by a mutually-agreeable mediator. The decision of said arbitrator shall be final and binding, and no appeal may be taken therefrom. Arbitration shall be conducted under the laws of the State of Alaska. Said decision may be confirmed by a court of law, if necessary, in accordance with the provisions of Alaska law.

21.8.3. Unlawful Detainer. Notwithstanding the above arbitration clause, in the event of a failure to pay Base Rent or other Default hereunder by Tenant, Landlord shall be entitled to commence eviction proceedings under the unlawful detainer statute.

21.9. Authority. Each individual executing this Lease represents and warrants that they are duly authorized to execute and deliver this Lease on behalf of the party represented, and in accordance with the Operating Agreement thereof.

21.10. Counterparts; Electronically Transmitted Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each party agrees to promptly deliver an executed original of this Lease with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Lease, it being expressly agreed that each party to this Lease shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other party to this Lease.

21.11. Headings, Titles, and Captions for Convenience. The headings, tiles, and captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

21.12. Entire Agreement. This Lease constitutes and embodies the entire understanding and agreement of the parties hereto relating to the subject matter hereof and there are no other agreements or understandings, written or oral, in effect between the parties relating to such subject matter except as expressly referred to herein.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the last date written below.

LANDLORD		**TENANT**	
By:		By:	
	Gary Bucy		Stephen W. Brashear
Its:	Partner and Authorized Representative	Its	President
Date:	5/2/2019	Date:	05/01/2019

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COMMERCIAL SUBTENANCY AGREEMENT

7801 King Street, Anchorage, Alaska 99518

1. **INTRODUCTION**: Great Northern Cultivation, Inc. ("Lessor" or "Master Tenant") rents to R.C. Tinderbox, LLC ("Subtenant"), and Subtenant agrees to rent the commercial building ("Building") located 7801 King Street, Anchorage Alaska 99518 ("Premises"). Master Tenant and Subtenant hereinafter shall be referred to individually as Party and collectively as Parties.

2. Term: The term of this rental shall commence on May 1, 2019 and continue from month to month until the earlier of either the final approval of the transfer of Subtenant's standard marijuana cultivation license and marijuana concentrate manufacturing licenses to Master Tenant or Master Tenant's receipt of a new standard marijuana cultivation facility license for the Premises.

SUBTENANT INITIALS: CE

3. **RENT**: The initial monthly base rent for the Premises shall be $5,000. All rent is due and payable in advance on the first (1st) day of each and every month (the "Due Date") without offsets, deductions or credits. Subtenant agrees to pay rent by cash to Master Tenant. Master Tenant may designate in writing an alternate method of rent payment. Subtenant bears the risk of loss or delay of any payment. Rent for any partial month shall be at the rate of 1/30th of the monthly rent per day no matter the actual number of days in the month. Master Tenant may apply any payment made by Subtenant to any obligation of Subtenant to Master Tenant notwithstanding any dates or other direction from Subtenant that accompanies any such payment. Any attempts by Subtenant to allocate a payment in any other way shall be null and void.

4. **SECURITY DEPOSIT:** Before the commencement of the term, Subtenant shall pay a security deposit of $10,000 (the "Security Deposit"). No trust relationship between Master Tenant and Subtenant is created because of the Security Deposit and Master Tenant may commingle the Security Deposit with other funds of Master Tenant. Master Tenant may retain such amounts of the Security Deposit as allowed by law, including, but not limited to, Subtenant's obligation to restore, replace or return personal property. Master Tenant shall, within the time period allotted by law, refund any balance after such deductions to the Subtenant after the Subtenant has vacated the Premises. Subtenant shall not be deemed to have vacated the Premises for purposes of this paragraph until a) Subtenant returns to Master Tenant all keys, including garage door opener, if applicable, to the Premises, and b) Subtenant has surrendered the Premises to Master Tenant free and empty of all persons claiming any right to possess the Premises. Any balance of the Security Deposit and an accounting of any deductions therefrom will be mailed to Subtenant at the Premises unless Subtenant provides, in writing to Master Tenant, a mailing address to which the balance, if any, of the Security Deposit and

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the accounting should be sent. Master Tenant's check or other draft refunding any balance of the Security Deposit may be made in the name of the original Subtenant regardless of the party who in fact made the deposit and regardless of the identity of the persons then occupying the Premises. Subtenant may not apply the Security Deposit, nor any portion thereof, to the last month's rent. If any portion of the Security Deposit is applied by Master Tenant to any obligations of Subtenant at any time during the tenancy, Subtenant must, upon (5) five days written notice, reinstate the Security Deposit to its full original amount.

5. **LATE PAYMENTS:** Subtenant and Master Tenant agree that Master Tenant will sustain costs and damage as a result of any late payment of rent but that it will be extremely difficult to determine with specificity the actual amount of that damage. Therefore, Subtenant agrees to pay a late charge of 5% of the base rent, for any payment of rent not received by Master Tenant within five (5) calendar days of the Due Date. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that Master Tenant will incur by reason of late payment by Subtenant. The provision for payment of a late charge does not constitute a grace period and Master Tenant may serve a 3-Day Notice to Pay Rent or Quit on the day after the Due Date.

6. **USE OF OCCUPANCY:** The Premises are leased for use as a standard marijuana cultivation facility and marijuana concentrate manufacturing facility by R.C. Tinderbox, LLC in accord with the Operating Plans and Premises Diagrams approved by the Marijuana Control Board for #10299 and #10301, and for no other purpose.

SUBTENANT INITIALS: CB

7. **ROOF/FIRE ESCAPES:** Use of the roof and/or the fire escapes by Subtenant and/or guests is limited to emergency egress only. No other use is permitted, including but not limited to, the placement of personal property.

8. **STORAGE:** Storage outside of the Building located on the Premises is not provided under this Agreement.

9. **PARKING:** Parking is included under this Agreement but limited to the striped parking spaces located in front of the Building.

10. **ASSIGNMENT AND SUBLETTING: SUBTENANT MAY NOT ASSIGN THIS AGREEMENT NOR SUBLET THE WHOLE OR ANY PORTION OF THE PREMISES. THIS IS A BLANKET PROHIBITION WHICH MEANS THAT SUBTENANT MAY NOT HAVE ANY OTHER ENTITY OR INDIVIDUAL OCCUPY OR RESIDE AT THE PREMISES; THAT EVEN IF SUBTENANT LEAVES, NO REPLACEMENT SUBTENANT WILL BE PERMITTED AND NO ADDITIONAL SUBTENANT OR OCCUPANTS WILL BE ALLOWED ON THE**

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PREMISES. SAID PROHIBITION ON ASSIGNMENT AND SUBLETTING SHALL APPLY EQUALLY TO ANY PARKING SPACE, GARAGE, STORAGE AREA OR OTHER RENTED SPACE MADE AVAILABLE TO SUBTENANT. THIS OBLIGATION MAY NOT BE WAIVED BY EITHER PARTY UNLESS SUCH WAIVER IS SPECIFICALLY PUT IN WRITING AND SIGNED BY ALL PARTIES. THE PARTIES AGREE THAT UNLESS THE ABSOLUTE PROHIBITION AGAINST ASSIGNMENT OR SUBLETTING IS WAIVED IN WRITING AND SIGNED BY ALL PARTIES TO THIS AGREEMENT, IT SHALL BE CONCLUSIVELY PRESUMED THAT THERE HAS BEEN NO WAIVER. THE PARTIES AGREE THAT VIOLATION OF THIS SUBPARAGRAPH SHALL BE JUST CAUSE FOR EVICTION. THE PARTIES FURTHER AGREE THAT ANY OCCUPANT WHO TAKES POSSESSION OF THE PREMISES OR PORTION THEREOF IN VIOLATION OF THIS SUBPARAGRAPH SHALL BE DEEMED AN ILLEGAL OCCUPANT AND MASTER TENANT MAY TERMINATE SAID OCCUPANCY.

SUBTENANT INITIALS: CE

11. **TOBACCO AND CANNABIS CONSUMPTION:** Consumption of tobacco or cannabis is not permitted on the Premises, including without limitation smoking, vaping, ingesting edibles, using smokeless tobacco, droppers, cigars, or cigarettes; cannabis and/or tobacco of any kind are not permitted in or about any area of the Premises, or within 25 feet of the Building. No cigarette butts or other smoking related refuse shall be disposed of on the grounds of the Premises. The failure to abide by the covenant shall constitute a material breach of this Agreement and is a just cause for eviction.

SUBTENANT INITIALS: CE

12. **UTILITIES:** Subtenant shall be responsible for all utilities and services. Subtenant agrees to comply with any energy or water conservation programs implemented by Master Tenant. Nothing contained herein prevents Master Tenant from passing through to Subtenant utility costs as provided by law. Subtenant shall provide access to the Premises for the installation of utility and communication lines and services to Master Tenant and its agents.

SUBTENANT INITIALS: CE

13. **MAINTENANCE AND REPAIRS:** Subtenant shall, at Subtenant's expense, at all times maintain the Premises, fixtures, and appliances, if any, in a clean and good condition and shall surrender the same upon termination of tenancy in the same condition as received (except normal wear and tear). Subtenant understands that Subtenant is responsible for the cost of repair of all damages in or about the Premises whether caused by Subtenant, Subtenant's guests or Subtenant's invitees. Except in an emergency, maintenance and repair requests must be made in writing and delivered to Master Tenant or its Agent. Such notice shall also be deemed permission to enter the Premises to perform such maintenance or repairs and the paragraph referring to ENTRY AND INSPECTION herein

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unless otherwise specifically requested in writing, by Subtenant. Subtenant, however, may not place any unreasonable restrictions upon such access or entry. The Premises shall be rebuttably presumed to be in a safe and habitable condition unless and until written notice to the contrary is received by Master Tenant. It is also hereby understood that Subtenant shall not make changes to the interior or exterior of the Premises or building without the prior written consent of Master Tenant. Subtenant also acknowledges that the Premises and the Building from time to time may require renovations or repairs to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the building or Premises and may inconvenience Subtenant. Subtenant agrees that any such loss shall not constitute a reduction in services or otherwise warrant a reduction in rent.

14. **ALTERATIONS:** Subtenant shall not remodel, renovate, paint, refinish floors, or otherwise alter the Premises, or any other parts of the Building without prior written consent of Master Tenant. Subtenant shall not install nor operate any machinery or fixtures on the Premises without prior written consent of Master Tenant.

15. **LOCKS AND SECURITY:** Subtenant's locks and security system shall at all time comply with the Operating Plans and Security Plans approved by the Marijuana Control Board for Licenses #10299 and #10301.

16. **DAMAGES TO PREMISES:** If the Premises are damaged by fire, flood, earthquake, or from any other cause so as to render them inoperable, and therefore destroyed, the tenancy may be terminated at Master Tenant's sole discretion.

17. **ENTRY AND INSPECTION:** Master Tenant shall have the right to enter the Premises pursuant to Alaska State Statute, in addition, Master Tenant shall have the right upon reasonable notice and escort by Subtenant in accord with state and local marijuana regulations to enter the Premises to inspect for possible health risks, defects, code violations, necessary repairs or maintenance or to exhibit the Premises to real estate professionals for purposes of sale. Master Tenant shall give Subtenant reasonable notice of its intention to enter the Premises and shall enter only when escorted by Subtenant during normal business hours, unless otherwise agreed by Subtenant.

    For purposes of this paragraph, normal business hours shall be defined as 7:00 AM to 7:00 PM, every day of the week. If the Premises or the Building is required by any government agency, lender or insurer to undergo repairs or alterations, Subtenant agree to cooperate fully with Master Tenant so that all such repairs or alterations are made in as expeditious and efficient manner as possible.

18. **NOTICES:** Any notice which either party may give, or is required to give, may be mailed to Master Tenant at 645 G Street, Suite 100-907, Anchorage, Alaska 99501 or such other address later designated by Master Tenant, and to Subtenant at the Premises.

Subtenant Initials: CB

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19. **TERMINATION:** Master Tenant may terminate the lease at any time with at least 30 days prior, written notice to Subtenant of Master Tenant's intention to terminate. Upon termination, Subtenant shall completely vacate the Premises and any parking or storage areas; give written notice of Subtenant's forwarding address; and deliver all keys, furnishings, if any, and the Premises to Master Tenant in the same condition as received excepting normal wear and tear. Rent shall be due and payable through the end of the notice period. Subtenant further agrees to defend, protect, indemnify and hold Master Tenant harmless from any and all damages, lost rents, costs, expenses, losses, claims and liabilities, including attorney's fees, arising in any way out of Subtenant' failure to comply with the provisions of Master Tenant's notice. Subtenant's failure to pay any such sums within 20 days after demand shall be deemed a material breach of this Agreement. Any attempt by Subtenant to terminate this rental Agreement prior to the end of the original term shall be deemed to be a breach of this Agreement and Master Tenant shall be entitled to recover all damages occasioned thereby including leasing commissions, advertising expenses and utilities maintained to show the unit.

20. **HOLDING OVER:** Subtenant agrees to vacate the Premises by 7:00 PM on the termination date of this tenancy. Should Subtenant fail to vacate by said time the hold-over shall be presumed to be willful, deliberate, and without the consent of Master Tenant and Master Tenant shall be entitled to damages for the hold-over period, plus other expenses incurred due to breach of this condition of the Agreement.

21. **NUISANCE:** Subtenant shall not commit, nor permit to be committed, any waste or nuisance, upon in or about the Premises, nor shall Subtenant create or permit a substantial interference with the comfort, safety, or enjoyment of Master Tenant or Master Tenant's Agents, guests and/or invitees.

22. **HOLD HARMLESS:** Master Tenant's insurance does not provide for coverage of Subtenant's personal belongings or personal liability unless as a direct and proximate result of Master Tenant's negligence. Therefore, Master Tenant strongly urges and recommends to Subtenant that Subtenant secure sufficient insurance to protect against losses such as fire, flood, theft, vandalism, personal injury, general liability, or other casualty. In the event that Subtenant elects to place such insurance, Master Tenant must be named as an "Additional Insured" on the policy and shall be provided no less than ten (10) days' notice of any cancellation or termination of the policy.

23. **INSURANCE:** Master Tenant's insurance does not provide for coverage of Subtenant's personal belongings or personal liability unless as a direct and proximate result of Master Tenant's negligence. Therefore, Master Tenant strongly urges and recommends to each Tenant that Subtenant secure sufficient insurance to protect against losses such as fire, flood, theft, vandalism, personal injury or other casualty. In the event that Subtenant elects to place such insurance, Master Tenant must be named as an "Additional Insureds" on the policy and shall be provided no less than ten (10) days' notice of any cancellation or termination of the policy.

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24. **ARBITRATION AND/OR WAIVER OF RIGHT TO JURY TRIAL:** Any controversy or claim arising out of or relating to this Agreement, the tenancy between the Master Tenant and Subtenant, or any breach thereof, including the scope of this Arbitration clause shall be settled by binding arbitration administered by the Judicial Arbitration & Mediation Service or the American Arbitration Association, which service may be chosen by Master Tenant at its sole discretion, and judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The Party deemed to be the prevailing party in any arbitration action brought pursuant to this paragraph shall be entitled to reasonable attorney's fees and costs to defend and/or assert any tort, contract, or claim. Expressly excluded from this Arbitration clause are claims by Lessor against Subtenant relating to possession of the Premises (e.g. evictions, ejectment and/or unlawful or forcible detainers). The Parties to the arbitration shall have the right to limited discovery as is determined necessary by the arbitrator. In the event there shall be a dispute between Master Tenant and Subtenant and either Party shall file an action against the other party concerning the Premises, or the rights and duties of either in relation thereto, the Parties agree that the matter shall be tried by the court of proper jurisdiction without a jury, and each party specifically waives the right to a jury trial in any such action.

SUBTENANT INITIALS: CE

25. **ATTORNEY'S FEES:** Should any litigation (including, without limitation, arbitration) be commenced between the Parties to this Lease concerning the Premises, or the rights and duties of either in relation thereto, each Party shall bear his or her own costs and reasonable attorney's fees in such litigation.

SUBTENANT INITIALS: CE

26. **NO WAIVER:** No failure of Master Tenant to enforce any term of this Agreement will be deemed a waiver of that term or of any other term of the Agreement. The waiver by Master Tenant of any term of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term of this Agreement, nor will any custom or practice which may develop between the Parties be construed to waive or to lessen the right of Master Tenant to insist upon performance by Subtenant of all the provisions of this Agreement, or support a claim of detrimental reliance by Subtenant. The subsequent acceptance of rent by Master Tenant will not be deemed to be a waiver of any preceding breach by Subtenant of any term of this Agreement regardless of Master Tenant's knowledge of such preceding breach at the time of acceptance of such rent. Master Tenant's acceptance of a partial payment of rent will not constitute a waiver of Master Tenant's right to the full amount due nor will Master Tenant's acceptance of rent paid late ever constitute a waiver of Master Tenant's right to evict Subtenant for habitual late payment of rent.

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27. **CAPTIONS**: The captions in this Agreement are to assist the Parties in reading this Agreement and are not a part of the terms or provisions of this Agreement.

28. **INITIALS:** This Agreement is binding and enforceable even if a page of the Agreement is not initialed by either Party or both.

29. **ABANDONED PERSONAL PROPERTY:** Master Tenant and Subtenant hereby agree that any items of personal property left in the Premises after Subtenant vacates or is evicted shall be considered abandoned and of no value and therefore, such items may be immediately discarded by Master Tenant after termination of the tenancy without serving Subtenant with a notice of abandonment of property or storing said property for any length of time.

30. **ADDITIONAL TERMS:** The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Violation by Subtenant of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. Notwithstanding any other provision of this Agreement, each and every expressed term and condition is deemed material by the Parties.

31. **ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire Agreement of the Parties with respect to the lease of the subject Premises, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The terms of this Agreement prevail over any terms or conditions contained in any other documentation related to the subject matter of this Agreement.

BY SIGNING BELOW, SUBTENANT HEREBY ACKNOWLEDGES READING AND UNDERSTANDING THE TERMS OF THIS AGREEMENT, AND FURTHER ACKNOWLEDGES RECEIVING A COPY HEREOF:

SUBTENANT		**MASTER TENANT**	
By:	Chris Euscher	By:	Stephen W. Brashear
Its:	Member	Its	President & CEO

Subtenant Initials: CE

AMCC
JUN 18 2021