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LEASE AGREEMENT

THIS LEASE made this 15th day of May, 2017, by and between, **WHITE STAR DEVELOPMENT, LLC**, hereinafter referred to as "**LESSOR**", and **GREENSTAR, INC.** hereinafter referred to as "**LESSEE**".

W I T N E S S E T H:

WHEREAS, Lessor is the owner of certain property located at Soldotna, Alaska, which is more fully described hereinafter, and which property is hereinafter referred to as the "**LEASED PREMISES**"; and

WHEREAS, Lessor desires to lease the Leased Premises to Lessee for commercial activity; and

WHEREAS, Lessee desires to lease the Leased Premises from Lessor for commercial activity;

NOW THEREFORE, in consideration of the premises, the covenants made herein, and the acts to be performed by the parties hereto, the parties have agreed and by these presents do agree as follows:

I
RECITALS

The recitals hereinabove set forth are incorporated herein by reference for all purposes.

II
LEASED PROPERTY

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following described property:

> **LOT FOUR (4), BRUNER SUBDIVISION**, according to the official plat thereof, filed under Plat No. 2003-55, Records of the Kenai Recording District, Third Judicial District, State of Alaska.

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III
LEASE TERM

The term of this lease shall be for one (1) year commencing on the 15th day of July, 2017, and ending on the 15th day of July, 2018, unless continued as hereinafter provided.

IV
OPTION TO RENEW

Lessor agrees that Lessee shall have the option to extend this Lease Agreement for Two (2) years on the same terms and conditions as provided herein, upon the further condition that the rental for any extended period shall be subject to rental increases as provided hereinafter. Lessee shall exercise its option to renew this lease by giving written notice to Lessor of Lessee's intent to exercise the above-described option at least ninety (90) days before the termination of the current lease term.

V
LEASE PAYMENTS

(a) The monthly lease payments due from the 15th day of July, 2017, until the 15th day of July, 2017, shall be **THREE THOUSAND TWO HUNDRED FIFTY AND NO/100TH DOLLARS ($3,250.00)** each and being due on the 1st day of the month, commencing on the 1st day of August, 2017.

(b) During any extended term of this Lease Agreement (2018-2020), the monthly lease payments which Lessee shall pay to Lessor shall be the sum of Three thousand two hundred fifty DOLLARS ($3,250) per month, each being due on the 1st day of the month.

VI
SECURITY DEPOSIT

On the execution of this Lease, Lessee shall pay to Lessor five thousand DOLLARS ($5,000), which sum is to be held as a security deposit to assure payment of further rent and as security against any default or breach of the Lease by Lessee. If Lessee defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for payment of any rent or any other sum in default, or for the payment

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of any amount which Lessor may spend or become obligated to spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within five (5) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount, and Lessee's failure to do so shall be a default under this Lease. Lessor shall not be required to keep this security deposit separate from its general funds, and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Lessee (or, at Lessor's option, to the last assignee of Lessee hereunder) following expiration of the Lease term. In the event of termination of Lessor's interest in this Lease, Lessor shall transfer said deposit to Lessor's successor in interest.

VII
USE OF PREMISES/QUIET ENJOYMENT

The Leased Premises shall be used by Lessee for the purpose of conducting commercial activity. Lessee shall not use or permit the Leased Premises or any part thereof to be used for any purpose in violation of any municipal, borough, state, , or other governmental law, ordinance, rule or regulation.

Lessor hereby covenants that Lessee, paying the rent hereby reserved, and observing and performing the several covenants and stipulations herein on their part contained shall peaceably hold and enjoy the Leased Premises during the said term without any interruption by Lessor or any person rightfully claiming under it; subject, however, to the right of Lessor or its agent to enter upon and examine the premises by appointment with Lessee or its agent.

VIII
TAXES AND ASSESSMENTS

Lessee, in addition to the rent provided for herein, shall pay all taxes and assessments upon the Leased Premises, and upon the buildings and improvements thereon, which are assessed during the Lease Term or any extension thereof. All taxes assessed prior to but payable in whole or in installments after the effective date of the Lease Term, and all taxes assessed during the Lease Term but payable in whole or in installments after the Lease Term, shall be adjusted and prorated, so that Lessor shall pay prorated share for the period prior to and for the period subsequent to the Lease Term and Lessee shall pay its prorated share for the Lease Term.

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IX

DEFAULT BY LESSEE AND REMEDIES

Default and Remedies. The following events shall be deemed to be events of default by Lessee under this lease:

(a) Lessee shall fail to pay any installments of rent or other obligation hereunder involving the payment of money and such failure shall continue for a period of ten (10) days after the date due.

(b) Lessee shall fail to comply with any term, provision or covenant of this lease, other than as described in subsection (a) above, and shall not cure such failure within fifteen (15) days after written notice thereof to Lessee.

(c) Lessee or any guarantor of Lessee's obligations under this lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Lessee or any guarantor of Lessee's obligations under this lease shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or Lessee or any guarantor of Lessee's obligations under this lease shall be adjudged bankrupt or insolvent in proceedings filed against Lessee or any guarantor of Lessee's obligations under this lease.

(e) A receiver or Trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee or of any guarantor of Lessee's obligations under this lease.

(f) Lessee shall desert or vacate or shall commence to desert or vacate the Leased Premises or any substantial portion of the Leased Premises or shall remove or attempt to remove, without the prior written consent of Lessor, all or a substantial portion of Lessee's goods, wares, equipment, fixtures, furniture, or other personal property.

(g) Lessee shall do or permit to be done anything which creates a lien upon the premises.

Upon the occurrence of any such events of default, Lessor shall have the option to pursue either of the following alternative remedies:

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(1) Without any notice or demand whatsoever, Lessor may take any one or more of the actions permissible at law to insure performance by Lessee or Lessee covenants and obligations under this lease. In this regard, it is agreed that if Lessee deserts or vacates the Leased Premises, Lessor may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Lessee the monthly rentals and other charges provided in this lease, without any obligation to relet; but that if Lessor does, at its sole discretion, elect to relet the Leased Premises, such action by Lessor shall not be deemed as an acceptance of Lessee's surrender of the Leased Premises unless Lessor expressly notifies Lessee of such acceptance in writing. Lessee hereby acknowledges that Lessor shall be reletting as Lessee's agent and Lessee hereby agrees to pay to Lessor on demand any deficiency that may arise between the monthly rentals and other charges provided in this lease and that actually collected by Lessor. It is further agreed that in the event of any default described in subsection (b) above, Lessor has the right to enter upon the Leased Premises by force if necessary without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

(2) Lessor may terminate this lease by written notice to Lessee, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore. Lessee hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of any termination effected pursuant to this subsection (2).

It is further agreed that Lessee shall compensate Lessor for all expenses incurred by Lessor in repossession (including among other expenses any increase in insurance premiums caused by the vacancy of the Leased Premises), all expenses incurred by Lessor in reletting (including among other expenses, repairs, remodeling, replacements, advertisements, and brokerage fees), all concessions

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granted to a new tenant upon reletting (including among other concessions, renewal options) and all losses incurred by Lessor as a direct or indirect result of Lessee's default.

X

SUBORDINATION

Lessee accepts that this lease is subject and subordinate to any mortgage, deed of trust or other lien presently existing upon the Leased Premises and to any renewals and extensions thereof.

XI

LIENS AND ENCUMBRANCES

Lessee shall keep the Leased Premises free and clear from any liens and encumbrances arising or growing out of the use and occupancy of the Leased Premises by Lessee.

Lessor shall keep the Leased Premises free and clear from any liens and encumbrances.

XII

UTILITIES AND OTHER SERVICES

Lessee shall, at its expense, furnish all utilities and services used or consumed upon the Leased Premises. Lessor shall not be liable for any loss or damage caused or resulting from any violation, interruption or failure of such utility or services due to any cause whatsoever.

XIII

CONSTRUCTION OF IMPROVEMENTS

Lessor shall be under no obligation whatever to construct, make or perform any improvements, repairs or alterations to the Leased Premises whatsoever. Lessee shall have the right to construct any improvements desired on the Leased Premises. Lessee shall secure all governmental permits required in connection with such construction work and shall hold Lessor harmless from all liability for liens which may result therefrom. All alterations to the Leased Premises, additions, buildings and improvements, except trade fixtures, appliances and equipment which do not become attached to any building constructed on the Leased Premises shall become the property of Lessor without any obligation on the part of Lessors to pay therefore upon the termination of this Lease Agreement or any extended term thereof for any reason whatsoever. Lessee shall have the right to move any structure off of the Leased

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Premises which is not on a permanent foundation. Lessee shall commit no waste of any kind upon the Leased Premises. At the expiration of the Lease Term or any extension thereof, Lessee shall surrender the Leased Premises in good condition, normal wear and tear or casualty excepted.

XIV

MAINTENANCE OF PREMISES

Lessor shall, at its expense, maintain and keep in good repair the foundations, exterior walls, roof, means of common ingress and egress, and other structural portions of the Leased Premises. Lessee shall, at it's expense, maintain the interior of the Leased Premises at all times in good condition and repair, and shall commit no waste of any kind in, on or about the Leased Premises, nor create or suffer a nuisance to become on the Leased Premises. At the expiration of the term of this Lease, Lessee shall surrender the Leased Premises to Lessor in good condition, normal wear and tear and damage by fire or other casualty excepted. Lessee shall pay for any and all damage to the Leased Premises, the building located on the Leased Premises and the personal property of Lessor or other tenants or occupants of the Leased Premises, its apparatus or appurtenances. If abnormal wear and tear, abuse or waste of the Leased Premises are found during the term of this Lease, Lessee shall, upon demand by Lessor, immediately eliminate such abnormal wear and tear, abuse or waste and restore the Leased Premises to its condition at the beginning of the Lease, normal wear and tear excepted. Lessee shall be responsible for repair and replacement of doors and windows located on the Leased Premises for any cause except for causes attributable to Lessor.

XV

ASSIGNMENT - SUBLEASE

(a) Lessee shall not assign this Lease Agreement or any interest therein, nor shall this Lease Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise, without first obtaining the written consent of Lessor which will not be unreasonably withheld by Lessor. Any unauthorized assignment or transfer of the Lease Agreement or the Leased Premises shall be voidable by Lessor at its option. Any assignment or transfer by Lessee with the consent of Lessor shall not relieve Lessee of any of duties and obligations under this Lease Agreement.

(b) Lessee shall have the right to sublet the whole or any part of the Leased Premises, provided that no part of the Leased Premises shall be sublet for any purpose which is unlawful,

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dangerous, noxious or offensive. No subletting by Lessee shall affect the obligation of Lessee to perform all of the covenants required to be performed by Lessee under the terms of this Lease Agreement.

XVI
INSURANCE

(a) Lessee, during the lease term, shall carry, at its sole expense, public liability insurance covering the leased premises, and for injury or death to any person, and for injury or death to any number of persons in one accident, and for property damage or destruction. The minimum requirements in this section may be increased by Lessor in accordance with customs and usage for comparable property in the neighboring area.

(b) All insurance policies required to be maintained by Lessee under subsection (a) above shall name Lessor (or Lessor's designee) and Lessee as the insured, as their respective interests appear. All such policies shall contain an agreement by the insurer(s) that such policies shall not be cancelled without at least ten (10) days' prior written notice to Lessor. Certificates or copies of all insurance policies shall be furnished to Lessor promptly after the issuance thereof.

(c) Lessor shall not be liable to Lessee, its sub-lessees, or their respective agents, employees, licensees, and invitees for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with a broad form extended coverage.

(d) Lessee agrees to maintain, at its own cost and expense, in full force and effect during the term of this lease and any extensions thereof, fire and casualty insurance with extended coverage endorsement covering all of its furniture, fixtures, equipment, records, and any other personalty in the premises for full replacement value.

XVII
INDEMNIFICATION

Lessor shall not be liable to Lessee or to any other person or persons for any injuries or death or for loss or damage to property (including property of Lessee) occurring on the Leased Premises from any cause whatsoever other than the fault or negligence of Lessor, its agents or employees. Lessee agrees to indemnify and save Lessor harmless from all loss, damage, liability or expense (including expense of defending claims) relating to any action or alleged injury to or death of any person, or actual or alleged loss

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or damage to property caused by or resulting from any occurrence to the Leased Premises other than an occurrence resulting from the fault or negligence of Lessor, its agents or employees.

Lessee shall not be liable to Lessor or to any other person or persons for any injuries or death or for loss or damage to property (including property of Lessor) occurring on the Leased Premises from any cause whatsoever other than the fault or negligence of Lessee, its agents or employees.

XVIII
WAIVER

Neither the acceptance of rent nor any other act or omission of Lessor at any time or times after the happening of any event which would enable Lessor to cancel this lease or declare Lessee's interest hereunder forfeited, shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Lessor of its right to cancel or terminate this lease at any time that cause for cancellation or termination may exist, or be construed so as to at any future time estop Lessor from promptly exercising any other option, right or remedy that it may have under any term or provision of this lease.

XIX
NOTICES

All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

LESSOR:
White Star Development, LLC
35835 Ryan Lane
Soldotna, Alaska 99669

LESSEE:
Greenstar, Inc.
35835 Ryan Lane
Soldotna, Alaska 99669

or to such other respective addresses as either Lessor or Lessee may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed.

XX
HOLDING OVER

In the event Lessee remains in possession of the Leased Premises after expiration of this lease without a written Lease

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Agreement, Lessee shall be deemed to be occupying the Leased Premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement insofar as they may be applicable to such month-to-month tenancy.

XXI
BENEFIT

Subject to the restrictions stated in Article XV hereof, all the terms, conditions, covenants and agreement in this Lease Agreement shall extend to and be binding upon the Lessor, Lessee and its respective successors and assigns and upon any person, firm or corporation coming into ownership or possession of any interest in the Leased Premises by operation of law or otherwise, and shall be construed as covenants running with the land.

XXII
DEFINITIONS

The words "Lessor", "Lessors", and "Lessee", "Lessees" as used in this lease shall include both the singular and plural, the masculine, the feminine and the neuter whenever appropriate and shall include any individual or person acting in a fiduciary capacity as an executor, administrator, trustee or in any other representative capacity. The titles of paragraphs herein are for identification only and not to be considered to be a part of this lease nor to be restrictive in any manner of the provisions of any of the paragraphs of this lease.

XXIII
INVALIDITY

If any provision of this Lease Agreement shall be found to be invalid, the remainder hereof shall nevertheless be carried into effect.

XXIV
APPLICABLE LAW

This lease is made under and shall be construed in accordance with the laws of the State of Alaska.

SIGNATURES:

LESSOR: **WHITE STAR DEVELOPMENT, LLC**

By:

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LESSEE: **GREENSTAR, INC.**

By: _____

STATE OF ALASKA)
:ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 17th day of May, 2017, before me the undersigned Notary Public in and for the State of Alaska, personally appeared Jason M Butt, to me known to be the President of **WHITE STAR DEVELOPMENT, LLC**, an Alaskan Limited Liability corporation, and known to me to be the person who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same pursuant to it by-laws or a resolution of its Board of Directors.

IN WITNESS HEREOF, I have hereunto fixed my hand and seal the day and year last above written.

DORIS V. PEBLO
My Commission Expires
NOTARY PUBLIC
Jul 22, 2018
STATE OF ALASKA

_____
NOTARY PUBLIC, State of Alaska
My Commission Expires: July 22, 2018

STATE OF ALASKA)
:ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 17th day of May, 2017, before me the undersigned Notary Public in and for the State of Alaska, personally appeared William A White, to me known to be the Vice President of **GREENSTAR, INC.**, an Alaskan corporation, and known to me to be the person who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same pursuant to it by-laws or a resolution of its Board of Directors.

IN WITNESS HEREOF, I have hereunto fixed my hand and seal the day and year last above written.

DORIS V. PEBLO
My Commission Expires
NOTARY PUBLIC
Jul 22, 2018
STATE OF ALASKA

_____
NOTARY PUBLIC, State of Alaska
My Commission Expires: July 22, 2018

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Addendum to Lease Agreement

For the subject property located at 54843 Kenai Spur Highway,

Nikiski, Alaska 99635

Legally described as:

Lot 4, Bruner Subdivision, Nikiski, Alaska 99635

The following additions and statements, as pertaining to the previously signed and executed lease agreement denoting right of possession for the above mentioned property, in exchange for monies, as specified in the original lease agreement, are to be, upon signing by the same duly responsible representatives for both parties (Jason M. Bott, as true and legal representative for White Star Development, LLC, and William A. White as true and legal representative for Greenstar Inc.) are to be binding, and in all considerations made, identically legally binding and enforceable, as addendums to, and in all considerations henceforth, parts of, the original executed lease agreement document.

ADDITIONAL CLAUSE IN ADDENDUM TO LEASE AGREEMENT:

DEFAULT.AND EVICTION FROM/VACATION OF. PREMISES/PROPERTY BY TENANT/LESSEE:

In the event of any default on the lease agreement, as is defined in the signed and executed lease agreement, by the tenant/lessee, resulting in either the eviction from, or the voluntary vacation of the property/premises by the tenant lessee, the following statements are made, and the directives and procedures contained therein are to be strictly adhered to and enforced.

As the lessee/tenant is to be conducting business at the property as a **Standard Marijuana Cultivation Facility, duly and legally licensed by the State of Alaska, to conduct business and commercial activity as such,** the plants under cultivation, and any marijuana, marijuana products, marijuana waste materials, or any products associated with marijuana are to be viewed as falling directly under the strict regulatory provisions as set forth by the State of Alaska Alcohol and Marijuana Control Office (AMCO) and their applicable regulatory and enforcement divisions/departments. To that end, in the event of any default on the lease agreement, and subsequent eviction from/vacation of the property and premises by the tenant/lessee, the landlord/lessor is to immediately secure the premises and property, and notify the proper authorities (AMCO/AMCO enforcement) of the default, eviction/vacation, and keep the premises secured, while **NOT CONFISCATING, TAKING, SEIZING,OR IN ANY WAY REMOVING ANY ITEMS FROM THE PREMISES/PROPERTY UNTIL SUCH A TIME AS AMCO, OR THEIR REPRESENTATIVES HAVE BEEN CONTACTED, AND PROVIDED EITHER ASSISTANCE, OR WRITTEN INSTRUCTION/GUIDANCE, AS TO HOW THE LANDLORD/LESSOR AND/OR THEIR**

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AGENT(S) ARE TO PROCEED. THE PROPERTY/PREMISES IS TO BE SECURED, WITH ABSOLUTELY NO ACTION CONCERNING THE REMOVAL OF ANY MARIJUANA RELATED ITEMS TO BE REMOVED WITHOUT THE EXPRESS WRITTEN DIRECTION OF AMCO, THE STATE of ALASKA, OR THEIR AUTHORIZED AGENTS. THIS IS TO BE DONE AS A MEANS OF PREVENTING ANY POSSIBLE DIVERSION OF MARIJUANA OR MARIJUANA PRODUCTS, AND IS TO BE SEEN AS PART OF AND REQUISITE TO THE EXECUTION OF THE LEASE AGREEMENT.

Signed in agreement, by:

Jason M. Bott, as true and legal representative for White Star Development, LLC

William A. White, as true and legal representative for Greenstar Inc.

And witnessed by:

A. WINSMANN
NOTARY PUBLIC
STATE OF ALASKA
My Commission Expires Jun 14, 2019

I CERTIFY that Jason Bott & William White did appear before me and sign the foregoing document freely and voluntarily for the stated purposes and reasons set forth therein on the 01 day of June, 2017.

Notary Public in the State of Alaska
My Commission Expires June 14, 2019

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Long term extension of lease for 54843 Kenai Spur Hwy

This document is to serve as an extension of the existing lease agreement, for the property located at 54843 Kenai Spur Hwy, between Greenstar Inc. (lessee), and White Star Development LLC (lessor). This document is to signify the continuance/extension of the lease for an additional five (5) years and is to maintain and include any, and all, portions of, and clauses contained within, the lease as originally signed on 06/08/2017. Any addendums to said lease agreement, as previously signed and entered into concerning the property, are to remain in effect, and are to be strictly adhered to and remain legally binding to all involved entities that are either subject to, or responsible for, the performance of any and all duties and/or obligations as listed, stated, or would be implied in the normal course of business, within the original lease agreement/addendum(s) between the parties, for the subject property, as aforementioned.

Signed: _____

Jason M. Bott, as true and legal representative for Greenstar Inc.

Signed: _____

Jason M. Bott, as true and legal representative for White Star Development LLC

And in witness thereof:

I CERTIFY that JASON M. BOTT did appear before me and sign the foregoing document freely and voluntarily for the stated purposes and reasons set forth therein on the 28th day of June, 2021.

_____ Notary Public for the State of Alaska

My Commission Expires 10/23/2022

OFFICIAL SEAL
Tatyanah Shassetz
Notary Public - State of Alaska

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