COMMERCIAL LEASE AND OPTION AGREEMENT

THIS COMMERCIAL LEASE AND OPTION AGREEMENT (the "Lease) is made and entered into and effective as of the 27th day of August 2018, by and between Green Acres 917, LLC, an Alaska limited liability company (hereinafter "Lessee"), whose address is PO Box 5212, Big Lake, Alaska 99652, and Galilean AK Holdings I, LLC, an Alaskan limited liability company (hereinafter "Lessor"), whose address is 310 K Street, Suite 200 #255, Anchorage, Alaska 99501.

RECITALS

WHEREAS, Lessor is the owner of the certain real property and structures in Big Lake, Alaska;

WHEREAS, Lessee desires to lease such real property and structures from Lessor; and

WHEREAS, the parties have agreed to the terms and conditions of the lease;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Description of Premises. Lessee leases from Lessor the real property and structures located in the Palmer Recording District, Third Judicial District, State of Alaska, which real property and structures are more particularly described on the attached Exhibit A, which is incorporated herein by reference (such real property and structures hereinafter referred to as the "Premises"). The rights granted under this Lease are also subject to all exceptions, agreements, easements, rights-of-way, conditions, covenants, reservations, terms, conditions, and restrictions of record against the real property. Lessee further acknowledges that the Lessor makes no representations or warranties regarding any structures or improvements currently on the Premises, which are leased in an "AS-IS, WHERE IS, WITH ALL FAULTS" basis. Lessee shall also have use of the personal property listed on Exhibit B as part of this Lease.

2. Use of Premises. Subject to the terms and conditions of this Lease, Lessee shall use the Premises solely for commercial cultivation purposes, conducted in accordance with the laws of the State of Alaska, as a residence for Lessee and his immediate family, and for no other use.

3. Term. The term of this Lease shall be for thirty (30) years, commencing on the Effective Date ("Term"), unless otherwise earlier terminated as hereinafter provided or by the exercise of the Option to Purchase by Lessee, in accordance with the requirements of this Lease.

4. Rental. Lessee agrees to pay to Lessor a base rental amount of Twelve Thousand One Hundred Seventy-Three Dollars ($12,173.00) ("Base Rent") per month with the first rent payment due June 1, 2019, and every month thereafter on the first day of each month. Upon execution of this Lease, Lessee agrees to pay Lessor a security deposit of One Hundred Dollars ($100.00), which security deposit will be refunded to Lessee at the conclusion of the Term, plus any extensions or renewals, less deductions for damages in excess of normal wear and tear and other obligations owed by Lessee under this Lease. If monthly rent is not received by the 10th of

each month, a late fee of five percent (5%) of the monthly Base Rent shall apply. The following additional rental amounts shall be added to the Base Rent to calculate the total monthly rent due from Lessee to Lessor:

(a) **Additional Rent based on Net Sales**. Additional rent will be paid to Lessor based on the amount Net sales of Lessee (or any entity created by Lessee for the sale of products produced from the Premises). For this purpose, net sales are defined as annual gross receipts from the sale of products produced from the Premises less any State and Local tax on such sales ("Net Sales"). Additional rent will be paid on a quarterly basis within thirty days of the end of the quarter and calculated as shown on the attached Exhibit A .

(b) **Additional Rent for Tenant Improvement Allowance.** Lessor agrees to provide Lessee with an aggregate of not more than One Hundred Seventy- Five Thousand Dollars ($175,000.00) in funds as a Tenant Improvement Allowance. Lessor will fund One Hundred Thousand Dollars ($100,000.00) within five (5) business days of the commencement of the Lease. The remainder will be funded within five (5) business days of Lessee's written request but no sooner than January 15, 2019. The following information must be provided with the request: plans and specifications, photos of work performed to date, and an accounting of the Tenant Improvement Allowance spent to date. The Tenant Improvement Allowance must be used on improvements for the Premises related to the commercial purposes described herein at the discretion of the Lessee. Lessor shall own all tenant improvements on the Premises. The Tenant Improvement Allowance shall not be used for any moveable furniture or trade fixtures, personal property or any other item or element which will not become Lessor's property and remain with the Premises upon termination of the Lease. All tenant improvements must be performed in a workmanlike manner. Whenever tenant improvement work is not performed directly by Lessee, the work must be performed by licensed and bonded contractors.

5. **Liquidating Damages.** The parties acknowledge and agree that Lessor has invested a significant amount of capital in the purchase of the Premises and improvements thereon for the benefit of Lessee, which, in the event of Lessee's default, would cause the Lessor significant economic detriment, which are impracticable or extremely difficult to ascertain. Therefore, in the event of Lessee's default, the parties agree that Lessee shall pay to Lessor (a) the sum of $316,877.00; (b) actual sums advanced to Lessee as a Tenant Improvement Allowance; and (c) 25% annual return on the "Invested Capital," which is defined as the total amount of 5(a) and 5(b) herein, computed from the Effective Date. The parties agree that this amount is a reasonable estimate of such damages in the event of Lessee's failure to perform according to the provisions of this Lease. Such payment is intended to be liquidated damages and not intended to be a forfeiture or penalty. Upon receipt of full Liquidating Damages the Premises shall revert to the Lessee.

6. **Option to Purchase.** Beginning August 28th, 2020, Lessee shall have an option to purchase the Premises (the "Option"). The purchase price (the "Option Purchase Price") shall be

calculated as follows, depending on the year the Option rights are elected, and the transaction is closed:

Lease Year	**Base Purchase Price**	**Additional Purchase Price**
Beginning Aug. 28, 2020	Invested Capital (as defined in Section 5 above)	25% of FMV (as determined by a qualified appraiser to be approved in advance by Lessor) or Net Sales Proceeds (proceeds from the sale less closing costs) (hereinafter "Additional Purchase Price")
2021-2023	Invested Capital	20% of Additional Purchase Price
2024	Invested Capital	18% of Additional Purchase Price
2025	Invested Capital	16% of Additional Purchase Price
2026	Invested Capital	14% of Additional Purchase Price
2027	Invested Capital	12% of Additional Purchase Price
2028-2048	Invested Capital	10% of Additional Purchase Price

a. **Cash Sale.** The Purchase Price shall be payable by cash or wire transfer on the Purchase Option Closing Date. The terms of the purchase shall be as set forth herein or, if mutually agreed to and executed by the Parties, in a separate Purchase and Sale Agreement. Further, Lessee acknowledges and agrees that it will undertake its due diligence and title review prior to the exercise of the Option to Purchase.

b. **Election to Exercise Option.** Provided that Lessee is not otherwise in default of any Lease provision, Lessee may exercise the Option by providing written notice to the Lessor of Lessee's intention to purchase the Premises in accordance with the terms and conditions of this Section 5 (the "Purchase Option Election Date"). Such written notice must be transmitted by Lessee by commercial overnight delivery service or in person. The Option shall immediately terminate upon the early termination or the expiration of this Lease. Furthermore, Lessee shall have no right to exercise the Option during any period in which an event of default has occurred and is continuing under this Lease.

c. **Closing of Option**. The closing of the sale shall occur at a title company, mutually agreed upon by the parties, on a date and time (the "Purchase Option Closing Date"), as the parties may mutually agree. During the period between the Purchase Option Election Date and the Purchase Option Closing Date, all terms and conditions of this Lease, including, but not limited to, Lessee's various payment obligations, shall continue in full force and effect. Furthermore, if for any reason the sale does not close, the terms and conditions of this Lease shall continue in full force and effect (subject to Lessor's rights upon the occurrence of an event of default, and any expiration of this Lease).

d. **Conveyance of Title**. Conveyance of title to the Premises at the closing of the Purchase Option shall be by statutory warranty deed, in a form satisfactory to Lessee, free of all liens, mortgages and encumbrances except those of record on the Premises when Lessor took title. At the closing of the sale, this Lease shall terminate, except that any provisions which are designated as surviving termination, including all indemnity provisions, shall survive such termination and not merge into the deed to be delivered pursuant hereto.

e. **Conveyance of Items Listed on Inventory List.** Attached to this Lease is a copy of an Inventory List of items (Exhibit B) associated with the property described herein. At the time of closing, these items will be transferred to Lessee by Lessor by Bill of Sale in the condition in which they have been maintained by Lessee. Lessee has inspected the Inventory List items and Lessee accepts the same "AS IS WITH ALL FAULTS." Lessor makes no specific warranties, expressed or implied, concerning the condition of the Items. Lessor shall have no liability or obligation with respect to the condition, maintenance or use of the Items.

f. **Closing Costs.** Lessee shall be responsible for all costs associated with their chosen financing option. Lessor shall pay for the standard title commitment for the real property. All other closing costs associated with Title Company will be divided 50/50 between the Parties or pro-rated as appropriate.

g. **Sale of Premises.** In the event the Option is not exercised by October 1, 2048, the Lessors may show the Premises for the purpose of sale at all reasonable times with 24-hour notice to Lessee.

6. Utilities. All costs for utilities and other activities necessary for use of the Premises, including without limitation natural gas, electric, water, sewer, garbage, internet, cable and telephone, shall be provided by Lessee at Lessee's sole cost and expense. Within 24-hours of execution of this Lease, Lessee shall put all utilities in his name. Lessee will be responsible for upkeep of the premises, including, but not limited to, any necessary snow removal and care of landscaped areas.

7. Acceptance of Premises. Lessee has inspected the Premises and accepts the same "AS-IS, WHERE IS, WITH ALL FAULTS." Lessor makes no specific warranties, expressed or

implied, concerning the title or condition of the Premises. Lessor shall have no liability or obligation with respect to the condition, maintenance or use of the Premises.

8. Indemnification.

(a) **General.** Lessee shall save, protect, hold harmless, indemnify and defend Lessor, and Lessor's officers, directors, employees, and shareholders, of, from and against any and all liability, damages, demands, penalties, fines, causes of action, losses, costs, or expenses, including attorneys' fees, arising from any act, omission, or negligence of Lessee or the agents, employees, guests, invitees, or visitors of Lessee in or about the Premises, or arising from any accident, injury or damages howsoever and by whomsoever caused, to any person or property, including but not limited to damage to the Premises itself, or in any manner arising out of Lessee's use and occupation of the Premises, or as a result of the condition of the Premises.

(b) **Environmental.** Lessee shall abide by all applicable rules and regulations related to fire, safety, health and environmental protection. Without limiting the duty to indemnify as provided in (a) above, Lessee shall save, protect, defend, indemnify and hold harmless Lessor from and against any and all demands, claims, causes of action (whether in the nature of an action for damages, indemnity, contribution, government cost recovery or otherwise), lawsuits, settlements, actions, damages, fines, penalties, judgments, costs and expenses (including without limitation costs of defense, settlement, and reasonable attorney's fees), charges, forfeitures, liens, liabilities or loses of any nature and kind whatsoever, which arise during or after the Term of this Lease from or in connection with the presence or suspected presence of Hazardous Substances in the soil, water, or otherwise on, above or in the Premises, or otherwise generating from the Premises, or operations or activities thereon (i) as a result of Lessee (or its agents, guests, invitees, or assigns, and their respective agents, guests, invitees, or assigns) use and occupancy of the Premises; or (ii) from any alleged or actual violation of an Environmental Law by such persons on the Premises. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work. For purposes of this Lease, the term "Hazardous Substance" means any flammables, explosives, radioactive materials, crude or refined petroleum, pollutants, contaminants, or any hazardous, toxic, or dangerous waste, substance, or material, including asbestos, defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.A. Sec. 9601 et. seq.), any so-called "Superfund" or "Superlien" law, or any other Environmental Law, including, but not limited to, Alaska Statutes Title 46, Chapters .03, .08 and .09, as now or at any time hereafter in effect. For purposes of this Lease, the term "Environmental Law" means any Federal, state, or local laws, ordinances, codes, regulations, rules, orders, or decrees, relating to, or imposing liability or standards of conduct concerning the treatment, storage, use or disposal of any Hazardous Substances.

(c) All of the foregoing indemnification, defense and hold harmless obligations in (a) and (b) above shall survive the expiration or early termination of this Lease.

9. Condemnation. If all of the Premises or such portion as may be required for the reasonable use of the Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the Premises, and all rent shall be paid which

is due and owing through that date. In the case of a taking of less than that portion of the Premises required for the reasonable use of the Premises, then this Lease shall continue in full force and effect, and the rent shall be equitably reduced based upon the proportion of the square footage by which the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to just compensation and/or damage for any taking of the Premises, and Lessee hereby assigns to Lessor, and Lessee shall make no claim against Lessor, for damages arising out of the condemnation, provided, Lessee shall have the right to claim and recover from the condemning authority, to the extent permitted by law, compensation for any loss to which Lessee may be put for the improvements, for Lessee's moving expenses or for the interruption of or damage to Lessee's business, to the extent such damages may be claimed and awarded separately from the damages and/or compensation awarded to Lessor.

10. Use, Occupancy and Care of the Leased Premises. At all times during the Term hereof, Lessee shall, at Lessee's sole cost and expense:

(a) keep the Premises clean, safe and orderly;

(b) conduct activities upon and generally maintain the Premises in such a manner and with such care that injury to persons and damage to property does not result therefrom;

(c) not use or permit any part of the Premises to be used for any unlawful or unauthorized purpose nor perform, permit or suffer any act or omission upon or about the Premises which would result in a nuisance or a violation of any applicable laws, ordinances or regulations;

(d) comply with city, state, federal and other governmental laws, statutes, ordinances, rules, orders, and regulations of whatever type and nature, including but not limited to, zoning ordinances, health, fire, safety and environmental laws and regulations which in any manner affect the leased Premises or activities thereon;

(e) not cause or permit any waste, damage or injury to the Premises; and

(f) not vacate or abandon the Premises at any time during the Term hereof.

11. Maintenance and Repair. Lessee covenants throughout the term hereof, at Lessee's sole cost and expense, to properly keep the Premises in good maintenance, repair, order and condition. Lessee acknowledges that Lessor has no responsibility to maintain the Premises during the Term hereof. Lessee is responsible for replacement of all interior and exterior light bulbs, furnace filters, and similar maintenance requirements for the building, as necessary.

12. Fixtures. Lessee shall pay all costs associated with maintaining all fixtures on the Premises.

13. Surrender of Premises. Lessee on the last day of the Term, or upon earlier termination of this Lease, shall peaceably and quietly leave and surrender the Premises in as good condition as on commencement of the Term, ordinary wear and tear excepted.

14. Access. Lessor, Lessor's agents, employees, officers, and designees shall have the right to enter the Premises at all reasonable times to inspect the same, to post "Notices of Non-Responsibility", and to preserve and protect the Premises. Lessors and Lessor's agents, employees and designees shall comply with Lessee's Marijuana Control Board visitor policy requirements and all persons entering the facility must be over the age of twenty-one (21).

15. Liens. Lessee shall keep the Premises and any part thereof free from liens for labor or materials ordered or supplied upon the express or implied request of Lessee. Should any such lien be recorded, or should a lien be recorded by Lessee, Lessee shall forthwith and within thirty (30) days of learning of such recording cause the same to be cancelled and discharged of record at Lessee's sole cost and expense.

16. Taxes and Assessments. Lessee shall be responsible for and shall pay promptly when due any and all general, special, sales, personal property, and possessory interest taxes and assessments, if any, levied against the Premises. Lessee shall also be responsible for and shall pay promptly when due all real property tax assessments, which notice/invoices will be forwarded to Lessee by Lessor upon receipt. Failure to receive a notice or invoice from Lessor does not relieve the Lessee from its obligation to pay the taxes and assessments under this Section.

17. Holding Over. If Lessee shall remain in possession of said Premises after the termination of this Lease or after the expiration of said Term without a proper extension or renewal of this Lease, Lessee shall be deemed to occupy the Premises as a Lessee from month- to-month at one and one-half times the rental amount due at the last month of the term.

18. Insurance. Lessee, at Lessee's own expense, shall provide general liability insurance in the following amounts, naming Lessor as an additional insured with 30 days advanced written notice of any cancellation:

General Aggregate Limit	$2,000,000.00
Personal and Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Damage to Lessee's Residence on Premises	$ 100,000.00
Medical Expense Limit	$ 5,000.00 Any one person

Lessor shall obtain real property insurance on any buildings constructed on the Premises and Lessee shall reimburse Lessor for all premiums associated with such policies, which amount shall be collected as additional rent. Lessee shall obtain insurance for the personal property items and assets used within the Premises.

19. Notices. Any and all notices required or permitted under this Lease, unless otherwise specified in writing by the party whose address is changed, shall be as follows:

Lessor: Galilean AK Holdings I LLC

310 K Street, Suite 200 #255
Anchorage, AK 99501

Lessee: Green Acres 917, LLC
PO Box 521265
Big Lake, AK 99652

20. Default.

(a) The occurrence of one or more of the following events shall constitute a default and breach of this Lease by Lessee:

a. Violation or breach or failure to keep or perform any covenant, agreement, term or condition of this Lease which shall continue or not be remedied within seven (7) days (or if no default in payment of rent is involved within ten (10) days) after notice thereof is given by Lessor to Lessee specifying the matter or matters claimed to be in default.

b. Filing by the Lessee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or an assignment by the Lessee for the benefit of creditors.

c. The taking possession of the property of Lessee by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of the Lessee.

d. An abandonment or vacation (7 consecutive days of non-use without advanced written notice to the Lessor) of the Premises by Lessee prior to the expiration of the Term of this Lease.

e. The use of the Premises for any purpose other than those specified in Section 2.

f. The transfer of title to the improvements located upon the Premises by foreclosure, sale, operation of law, gift or otherwise.

(b) Upon the occurrence of a default as defined in "(a) above, Lessor may at Lessor's option force as is necessary, and without further notice, remove all persons and property from the Premises and repossess Lessor of Lessor's former estate. In such case, Lessor shall be deemed to have an immediate right to possession of the Premises (if

Lessor so desires) and Lessee shall peacefully surrender the same. No judicial action shall be necessary to effect

such termination. Regardless of the forgoing, Lessor shall not, in event of a default, remove any marijuana, marijuana plants or marijuana product from the Premises. In the event of a default, Lessor shall contact the Alaska Marijuana Control Office's (AMCO) Enforcement division and alert them of the Default and request that AMCO's Enforcement agents remove marijuana plant matter and plants before entry into facility.

(c) Such re-entry and termination notwithstanding, the liability of Lessee for payment of all amounts required to be paid by Lessee under this Lease, including payment of the full rental provided herein for what would otherwise have constituted the balance of the Term of this Lease shall not be extinguished and Lessee shall make good to Lessor the expenses and damages suffered by Lessor as a result of the default, repossession and reletting, including without limitation, legal expenses, renovation expense, alteration expense, and any rental deficiency resulting from the inability to relet the Premises or reletting at a lesser rate.

Lessor may, but shall not be obligated to, relet the Premises or any part thereof in the name of the Lessor, or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions as Lessor may determine appropriate, and may collect and receive the rent therefrom; Lessor shall not be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon any such reletting.

(d) In the event of default, as defined in subparagraph (a), Lessor shall have such further and additional rights as are provided by law or equity.

21. <u>Cure of Default by Lessor</u>. Lessor may, at the expense of Lessee, cure any default by Lessee hereunder, but shall not be required to do so. Lessee shall reimburse Lessor for all amounts expended in connection therewith, including attorney's fees and other incidental expenses. Such amounts, together with interest at the maximum lawful rate of interest, shall be deemed additional rent payable within ten (10) days of notification that such amount is due.

22. <u>Attorneys' Fees, Costs and Expenses</u>. In the event either party brings or commences legal proceedings to enforce any of the terms of this Lease, the prevailing party in such action shall receive from the other, in every action commenced, a reasonable sum for attorneys' fees and costs to be fixed by the court in the same action.

23. <u>Rights and Remedies</u>. No right or remedy herein conferred upon or reserved to a party hereunder is intended to be exclusive of any other right or remedy, and such and every r i g h t and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

24. <u>Assignment and Subletting</u>. Lessee shall not sublet, mortgage, pledge or assign its rights under this Lease without the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion, and any purported sublease, mortgage, pledge or assignment without such consent shall be null and void and of no force or effect.

25. <u>Waiver and Forbearance</u>. No waiver by a party hereto of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any

subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by a party to seek a remedy for any breach of the other party be deemed a waiver by the first party of its rights or remedies with respect to such breach.

26. Successors in Interest. This Lease shall be binding upon and inure to the benefit of the respective heirs, successors and permitted sublessees or assigns of the parties hereto.

27. Applicable Law. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Alaska. Any lawsuits will be filed in Palmer, Third Judicial District, State of Alaska.

28. No Partnership, Joint Venture, Etc. Nothing in this Lease shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties hereto.

29. No Third Party Beneficiaries. This Lease does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Lease.

30. Severability. If any provision of this Lease or any application thereof shall be held invalid, illegal or unenforceable, the remainder of this Lease or any other application of such provision shall not be affected thereby.

31. Miscellaneous Provisions.

(a) This Lease constitutes all of the agreements and conditions made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by both parties or their respective successors in interest.

(b) Each term and such provision of this Lease shall be construed to be both a covenant and a condition of this Lease.

(c) Time is of the essence in each term and provision of this Lease.

(d) This Lease may be executed in any number of counterparts, including by facsimile signature, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Commercial Lease Agreement to be executed effective as of the date and year hereinabove first written.

LESSEE: Green Acres 907, LLC

David Kuper, Managing Member

LESSOR: Galilean AK Holdings I LLC

By: _____

Its: CFO

EXHIBIT A

ADDITIONAL RENT EXAMPLE

COMMERCIAL LEASE AND OPTION AGREEMENT

BY AND BETWEEN GREEN ACRES 907, LLC AND GALILEAN AK HOLDINGS I LLC

Annual Sales ($)	Quarterly Sales	Break Points (Yr)	Break-Points (Qr)	Percentage
2,000,000	500,000.00	180,000.00	45,000	9.00%
2,500,000	625,000.00	215,000.00	53,750	7.00%
3,000,000	750,000.00			6.00%

Example

	Q1	Q2	Q3	Q4	Total
Net Sales	500,000	580,000	700,000	300,000	2,080,000
Annualized	2,000,000	2,320,000	2,800,000	1,200,000	
Additional Rent Each Quarter	45,000	50,600	58,250	27,000	180,850

Annual True-up

Actual Annual Sales	2,080,000.00
Additional Rent Due	185,600.00
Additional Rent Paid	180,850.00
Additional Rent Due Lessor (Due Lessee)	4,750.00

FIRST AMENDMENT TO COMMERCIAL LEASE AND OPTION AGREEMENT BETWEEN GALILEAN AK HOLDINGS I LLC AND GREEN ACRES 907, LLC

THIS FIRST AMENDMENT (this "Amendment") to the COMMERCIAL LEASE AND OPTION AGREEMENT made and entered into on February 16, 2019, by and between Galilean AK Holdings I, LLC ("Lessor") and Green Acres 907, LLC, an Alaskan limited liability company ("Lessee") (the "Lease") is effective on the date of last signature below (the "Effective Date").

RECTIALS

A. Lessor and Lessee entered into the Lease with respect to real property and structures located in the Palmer Recording District, Third Judicial District, State of Alaska further described in Exhibit B attached herein.

B. Lessor and Lessee now desire to make an amendment to the Lease to modify and clarify certain terms and a further description of the Premises.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Defined Terms.** Capitalized or characterized terms used herein without definition shall have the meanings set forth for such terms in the Lease.

2. **Reference to Green Acres 917, LLC.** Any reference to Green Acres 917, LLC was in error and is replaced with Green Acres 907, LLC.

3. **Exhibit B:** Exhibit B, as referenced in original Lease, is included in this Amendment.

4. **Description of Premises.** Section 1 of the Lease is deleted and replaced in its entirety with the following:

> 1. Description of Premises. Lessee leases from Lessor the real property and structures located in the Palmer Recording District, Third Judicial District, State of Alaska, which real property and structures are more particularly described on the attached Exhibit B, which is incorporated herein by reference (such real property and structures hereinafter referred to as the "Premises"). The rights granted under this Lease are also subject to all exceptions, agreements, easements, rights-of-way, conditions, covenants, reservations, terms, conditions, and restrictions of record against the real property. Lessee further acknowledges that

the Lessor makes no representations or warranties regarding any structures or improvements currently on the Premises, which are leased in an "AS-IS, WHERE IS, WITH ALL FAULTS" basis. Lessee shall also have use of the personal property listed on Exhibit B as part of this Lease

5. **Entire Agreement**. This Amendment embodies the entire understanding between Lessor and Lessee with respect to its subject matter and can be changed only by an instrument in writing signed by Lessor and Lessee.

6. **Counterparts**. This Amendment may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Amendment.

7. **Authority**. Each individual executing this Amendment for Lessor or Lessee represents that he or she is duly authorized to execute and deliver this Amendment for the Lessor orLessee, respectively.

8. **Reaffirmation of Obligations**. Lessor and Lessee each hereby acknowledges and reaffirms all of its obligations under the Lease, as such Lease has been amended by this Amendment, and agrees that any reference made in any other document to the Lease shall mean the Lease as amended pursuant to this Amendment. Except as expressly provided herein, the Lease remains unmodified and in full force andeffect.

9. **Other.** The agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. If any provisions of this Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease or this Amendment and all such other provisions shall remain in full force and effect. If there is any inconsistency between the provisions of this Amendment and the other provisions of the Lease, the provisions of this Amendment shall control with respect to the subject matter of this Amendment. Paragraph captions are for Lessor's and Lessee ' s convenience only, and neither limit nor amplify the provisions of this Amendment. This Amendment constitutes a part of the Lease and is incorporated by this reference.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of the Effective Date.

LESSOR:

GALILEAN AK HOLDINGS I, LLC

By: _____

Name: Rodney Gerry

Title: CFO

Date: 2/14/19

LESSEE:

GREEN ACRES 907, LLC

By: _____

Its: David Kluger

Title: Member

Date: 2/16/19

EXIBIT B
DESCRIPTION OF THE PREMISES

NHN NSN, Big Lake, AK 99652

Lot 1, JEFFNPJ, according to the official plat thereof filed under Plat No. 2010-37, in the records of Palmer Recording District, Third Judicial District, State of Alaska, which includes three (3) structures, primary residence (approx 1900 sf), outbuilding to be used for cultivation 32' x 28' and another outbuilding to be used for storage approx 150 sf.