ALASKA COMMERCIAL LEASE AGREEMENT

WITH OPTION TO PURCHASE

This commercial lease agreement ("lease") is made and effective Dec 9, 2016 by and between **GLORIA AGER** ("Landlord") and **AKTHC LLC** ("Tenant") an Alaskan Limited Liability Company. Landlord is the owner of the premises and improvements commonly known and numbered as 32630 June Drive, Sterling, Alaska 99672.

Landlord makes available for lease of the building and land identified as T 5N R 8W SEC 17 Seward Meridian KN 2005121 GREGORY AGER ADDN LOT 56-A (herein after referred to as the "Legal Description") for Lease Premises.

Landlord desires to lease the leased premises to Tenant and Tenant desires to lease the leased premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

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

TERM

Landlord hereby leases the Leased premises to Tenant, and Tenant hereby leases the same from landlord, for "Initial term" beginning in August 2016 for a period of five years (5 years). As a conditions precedent to commencement of lease on August 1, 2016, Tenant is authorized to do a walk through with appropriate personnel to inspect premises for mechanical and structural defects in premises any time after June 1, 2016. Additionally, Tenant shall have a first option to purchase the property and improvements.

If the U.S. Federal Government, State of Alaska, Kenai Peninsula Borough, or any other local entity or form of government prohibits tenant from operating his marijuana retail sales business operating "AKTHC" at the location intended to be leased by Landlord to Tenant at any time during the period of this lease starting August 1, 2016, Tenant shall be entitled to terminate said lease with a sixty (60) day notice to Landlord.

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RENTAL

Tenant shall pay to Landlord during the Rental Term the sum of $2,500.00 per month due and payable by the 5th of each month at such place designated by Landlord. Rent for the balance of the lease term will then be $2,500.00 base rent per month. Tenant shall also pay to Landlord a "Security Deposit" in the amount of $2,500.00.

OPTION TO PURCHASE

Tenant, upon satisfactory performance of this lease shall have the option to purchase the real estate and building described here in for a purchase price of THREE HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS ($395,000.00) at an interest rate of 6%. Tenant shall pay 20% down and make payments on a monthly basis over a ten (10) year period. There shall be no penalty for early payoff of the note. Each party shall promptly execute any and all further documents including Sales Agreement that may be required to purchase said property. The Landlord shall credit toward the purchase price at closing the sum of three thousand dollars ($3,000.00) but not any of the lease payments shall be included.

To exercise this option to purchase, the Tenant must deliver to Landlord a written notice of Tenant's intent to purchase by October 1, 2018. In addition, the written notice must specify a valid closing date.

USE

Tenant may utilize the premises as a marijuana retail store as well as for a cultivation and storage facility and other Marijuana related business.

SUBLEASE AND ASSIGNMENT

Tenant shall not sublease all or part of the Leased Premises, or assign this Lease in whole or in part without Landlords consent which will not be unreasonable denied. Said sublease shall incorporate the terms and conditions of this lease.

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REPAIRS

During the lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this lease.

ALTERATIONS AND IMPROVEMENTS

Tenant shall have the right to quiet enjoyment of the premises and may make any changes to the interior of the premises. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises Tenant may also use any leftover mounts or property that Landlord consents to. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord any of Landlord's mounts that Landlord allows Tenant to use will remain Landlord's property, Tenant shall have the right to remove the same at any time during the term of this Lease provided that all the damage to the Leased premises caused by such removal shall be repaired by Tenant at Tenant's expense. Tenant will specifically be permitted to install safes to secure property.

PROPERTY TAXES

Tenants shall be responsible for paying all real and personal property taxes with respect to the Leased Premises as well as all sales taxes and taxes assessed against Tenant in his line of business.

INSURANCE

If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from an act of negligence of Tenant of any of the Tenant's agents, employees or invitees, rent shall not be diminished or abated while such

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damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Landlord shall maintain fire and extended coverage insurance on the Building of the Leased Premises in such amounts as Landlords shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the lease premises.

Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the leased premises or the Building.

UTILITIES

Tenant shall pay all charges for water, sewer, gas, electricity, internet, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

SIGNS

Following Landlord's consent, Tenant shall have the right to place on the leased premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and/or private restrictions. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant at the end of the lease.

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ENTRY

Landlord shall have the right to enter upon the Leased Premises during business hours to inspect the same, provided Landlord shall not unreasonable interfere with Tenant's business on the Leased Premises.

PARKING

During the term of this Lease, Tenant shall have the use of the parking areas, driveways, and footways. The driveway entrance from the Sterling Hwy to the parking area may have to be modified to comply with Kenai Peninsula Borough Code. Landlord will consent to any modifications proposed by Tenant.

BUILDING RULES

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do the same; all changes to such rules will be sent by Landlord to Tenant in writing.

DAMAGE and DESTRUCTION

If the Leased Premises or any part of thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenants purposes, then Tenant shall have the right within ninety (90) days following the damages to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damages to any part of the Leased Premises, and if such damages does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matter which are beyond reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of lease term that the Lease Premises are inoperable or unfit for occupancy, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but no further payments are to be made

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and any such advance payments shall be refunded to Tenant. The provision of this paragraph extend to not only the matters aforesaid, but to also any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

DEFAULT

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof having been commenced and thereafter diligently prosecuted, Landlord may declare the term of the Leased Premises ended, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

QUIET POSSESSION

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undistributed and uninterrupted possession and enjoyment of the Leased Premises during the term of this lease.

CONDEMNATION

If an legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such terminations shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damages caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

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SUBORDINATION

Tenant accepts this Lease subject to and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this lease or atoning to the holder of any such liens as Landlord may request. IN the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charged payable under this Lease have been paid, stating that Landlord is not in default hereunder) or if Tenant alleges adefault staling the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

SECURITY DEPOSIT

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds.

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Landlord may, from time to time, without prejudice to any, other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant if Landlord transfers its interest in the premises during the term of this Lease. Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

NOTICE

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

Landlord	Tenant
GLORIA AGER	**AKTHC, LLC**
P O Box 1305	Brad Henson
Sterling, AK 99672	201 Saddle Creek Road
	Cullowhee, NC 28723

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

BROKERS

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could from the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connections with this Lease.

WAIVER

No waiver of any default of Landlord of Tenant hereunder shall be implied form any omission to take any action on account of such default if such default persists or is repeated, and no express

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waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

HEADINGS

The headings used in this Lease are for convenience of the parties only and shall not be considered interpreting the meaning of any provision of this Lease.

SUCCESSORS

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

CONSENT

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

PERFORMANCE

If there is a default with respect to any of Landlord's covenant, warranties or representations under this Lease and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the costs thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures together with interest thereon at a rate equal to the lessor of five percent (5%) per annum or the then lawful rate permitted by the Alaska Court System. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

COMPLIANCE WITH LAW

Tenant shall comply with all laws, order, ordinance and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws,

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orders, ordinance and other public requirements now or hereafter affecting the Leased Premises.

FINAL AGREEMENT

This Agreement terminates and supersedes all prior understanding or agreement on this subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

GOVERNING LAW

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska. It shall be a condition precedent to this lease going into effect on August 1, 2016, that Tenant is not prohibited from operating his business "AKTHC" by any Federal, State of Alaska, or Kenai Borough.

DATED this 9 day of Dec 2016.

Landlord

Gloria Ager

GLORIA AGER

Tenant

AKTHC LLC

By: Brad Henson, Manager

STATE OF FLORIDA)
:ss.
ORANGE County)

THIS IS TO CERTIFY that on this 19 day of DECEMBER, 2016, before me the undersigned Notary Public in and for the State of Florida, personally appeared **GLORIA AGER** known to me to be the person named in the foregoing instrument, and acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein contained.

IN WITNESS HEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

NOTARY PUBLIC, State of Florida
My Commission Expires: 05-13-2019

ADRIA D. DEGRAZIO
Notary Public - State of Florida
Commission # FF 230318
My Comm. Expires May 13, 2019
Bonded through National Notary Assn

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STATE OF ALASKA)
:ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 9th day of December, 2016, before me the undersigned Notary Public in and for the State of Alaska, personally appeared **BRAD HENSON**, to me known to be the General Manager of **AKTHC LLC.**, a 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 Operating Agreement.

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

Rhoda M. Dolifka
NOTARY PUBLIC, State of Alaska
My Commission Expires: 3-30-2018

RHODA M. DOLIFKA NOTARY PUBLIC STATE OF ALASKA

Disclaimer: Removal of Cannabis product not authorized: The landlord/lessor shall not take possession of or remove marijuana from the premises, AMCO will be contacted if the removal is necessary.

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