WAREHOUSE SPACE LEASE

AGREEMENT OF SPACE LEASE, (hereafter, "Space Lease,"), made this __1__, day of April 2016 between: Mat Valley Potato Growers, LLC, (hereafter, "Landlord"), and Nlaka 'Pamux, LLC, (hereafter, "Tenant"), of Space Lease as described in Section 1.01.

The Property: 5600 N. CUNNINGHAM RD., PALMER, AK 99654
Space Leased Description: 4220 sq. ft. consisting of cold storage area, refrigeration unit, and utility room.

Landlord owns a building and surrounding property on the above-described real property and Tenant desires to lease space within such building and surrounding property, (hereafter, "Premises"), from Landlord under the terms and conditions herein contained.

NOW, THEREFORE IT IS AGREED:

ARTICLE I
SPACE LEASE

Section 1.01 DESCRIPTION OF SPACE LEASE

Landlord hereby leases to Tenant, and Tenant leases from Landlord, approximately **4,220 square feet** of rentable warehouse/mezzanine containing existing hydroponic grow operation, and associated parking area.

Section 1.02 CONDITION OF PREMISES

Other than the improvements specifically identified in this Space Lease, Tenant shall accept the leased space "as-is."

Section 1.03 SERVICES FURNISHED BY THE LANDLORD

Landlord shall furnish and pay all costs for:

1. Real Property Taxes.
2. Maintaining the roof and overall structure of the Premises.
3. Snow removal.

Landlord shall not be liable for damages or otherwise for failure, stoppage or interruption of any services or utilities unless Landlord is the proximate cause for such failure, stoppage or interruption.

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Section 1.04 SERVICES FURNISED BY THE TENANT

Tenant shall be responsible for:

1. Installation and monthly service fees for Telephone services, Internet / Cable services, and all other required services at the Space Lease.
2. Regular maintenance of operating equipment (plumbing, mechanical

and electrical, including replacement of bulbs/ballasts) within and at the Space Lease.

3. Personal property and liability insurance for the Space Lease.
4. Any improvements necessary to facilitate the cultivation of cannabis crops and/or hydroponic cultivation of basil or other like plants.

Section 1.05 QUIET ENJOYMENT

(A) Tenant, upon paying for rents and performing all of the terms and covenants on its part to be performed, shall peacefully and quietly enjoy the Premises under the terms of this Space Lease.

(B) Landlord shall have the right to enter the Premises during reasonable business hours, with a prior 24 hour notice to Tenant, for the purposes of providing maintenance or inspecting the Premises. However, due to the nature of the business that will be conducted at the Premises, the integral regulatory scheme governing such business type, Tenant must first approve Landlord's request to enter, and Landlord must ensure that any person it sends as its agent for purposes of maintaining or inspecting the Premises must be 21 years of age, have a valid government issued identification, agree to signing in on the company's visitor log and produce identification to Tenant or Tenant's agent, and stay within the eyesight of Tenant or Tenant's agent as required by the State of Alaska's marijuana control board regulations.

(C) Landlord, and all of Landlord's agents and representatives, which enter the Premises for any reason whatsoever, including the aforementioned reasons of maintenance and/or inspection, shall agree to a confidentially agreement to not discuss with anyone outside of the Premises, except the Landlord, any and all activity they witness or overhear in regards to the cultivation or manufacturing of marijuana, the equipment being used or the operational design within the Premises.

Section 1.06 Signage

Other than signage necessary to comply with the Marijuana Control Board regulations and/or Mat Su Borough Assembly regulations, if any, no signage shall be installed on the Premises.

ARTICLE II
TERM

Section 2.01 LENGTH OF TERM

(A) The term of this Space Lease shall be for five (5) years following the Commencement of Term, unless sooner terminated or extended as herein provided.

(C) Early Termination of Space Lease: Tenant shall have the option to terminate this Space Lease, and be released from all obligations, responsibilities and provisions herein if the State of Alaska and/or other controlling license authorities do not approve Tenant's application for a Marijuana Cultivation License. Tenant will have

fifteen (15) business days, from the date in which the State of Alaska and/or other controlling license authorities provide Tenant with written notice of approval or denial on Tenant's aforementioned application, to terminate or verify Tenant's approval to continue with this Space Lease. If Tenant chooses to exercise this option to terminate, Tenant shall forfeit any rents paid and owed as well as their Security Deposit.

(D) Tenant shall have the right to extend the length of the term of this Space Lease for an additional five (5) years at the end of the initial term at which time rental rate will be renegotiated

(E) In the event Landlord decides to sell premise at the conclusion of this Space Lease or at any other time, Tenant shall have the first right of refusal to purchase the entire building at the same price as any other bona fide offer.

Section 2.02 OPTION TO EXPAND

Tenant shall have the right to exercise an Option to Expand this Space Lease to the entire building and surrounding property to include land use of the lot adjacent to the existing leased structure (i.e., not just the Premises identified in this Space Lease) on an annual anniversary basis. The price per square foot if Option to Expand is exercised by Tenant shall be negotiated in good faith by the Parties when option is exercised. But in any event, the rental rate shall not be more than 150% of the current per square foot rental rate as identified in this Space Lease. If expansion occurs, terms will be outlined and attached as part of this Warehouse Space Lease in a document titled "Schedule A".

Section 2.03 COMMENCEMENT OF TERM

The term of this Space Lease shall commence on April 1, 2016

Section 2.04 HOLD OVER

If the Tenant shall hold over after the expiration date of this Space Lease term, such tenancy shall be from month to month and subject to all the terms, covenants and conditions of this Space Lease, except that the rent for each hold over month or thereof will be one hundred fifty percent (150%) of the monthly rental provided herein for the last month of the term of this Space Lease.

Section 2.05 SURRENDER OF POSSESSION

Upon expiration or on the sooner termination of this Space Lease, Tenant shall peacefully and quietly leave, surrender and yield to Landlord all and singular the Premises, broom clean, in good order and repair, ordinary wear and tear accepted , together with all alteration, additions and fixed improvements (except noted in Section 1.07, all improvements that shall be used for the Hydroponic cultivation of crops shall be purchased by Landlord, at a price mutually agreed upon by the Parties which have been made upon the Premises), except personal property or moveable trade fixtures put in at the expense of the Tenant. If the last day of the term of this Space Lease falls on Sunday, this Space Lease shall expire on the business day immediately following. Tenant, on or before said date, shall remove all such property from the Premises. Tenant shall indemnify Landlord against loss or liability resulting from such delay by Tenant,

including without limitations any claims made by any succeeding Tenant founded on such delay.

Section 2.06 POSSESSION

Landlord shall give possession of the Premises on the Commencement Of Term date as so stated in this Space Lease to the Tenant. If Landlord is unable to give possession of the Premises on the date herein fixed for the Commencement Of Term, this Space Lease and all its provisions, including the date herein fixed for expiration of the Space Lease, shall nevertheless continue in full force and effect, and Tenant's monthly Base Rent for that month shall be pro-rated to reflect the delay of delivery of the Premises. Tenant's remedies are the following:

a. The Commencement Of Term date and expiration date shall be extended in accordance with the actual date of Tenant's occupancy.

b. In the event said occupancy is delayed by Landlord's inability to provide said Premises for Tenant, beyond thirty (30) days from the anticipated Commencement Of Term, Tenant shall have the right to terminate this Space Lease in its entirety. In such event, Landlord shall return all and any Base Rent and/or Security Deposit payments to Tenant and neither Tenant nor Landlord shall have any liability to the other.

c. It is acknowledged and accepted by Tenant that Landlord may be unable to complete all Landlord's provided improvements by the occupancy date. Tenant, at Tenant's option, may agree to accept such condition and allow Landlord to complete by or on a mutually agreeable date.

ARTICLE III
BASE RENT

Section 3.01 COVENANT TO PAY BASE RENT

Tenant covenants to and shall pay to Landlord at:
5600 N. CUNNINGHAM RD.
PALMER, AK 99654

Or Tenant may directly deposit payments into a bank account of Landlord's designation.

Or at such other place as Landlord may designate, in advance, on the first day of each calendar month during the term hereof, the Base Rent payment due each month shall be $1.25 per square foot of building space leased. The rent as describe above shall be increased by TWO PERCENT (2%) on each annual anniversary date during the term of the lease.

Section 3.04 LATE CHARGE ON UNPAID RENT

A late charge of five percent (5%) of any Base Rent (see Section 3.01 for Base Rent Monthly Payments), or any other sum due to the Landlord hereunder, shall be assessed by the Landlord against the Tenant and applied to each and every payment not received at the designated place of payment on or before the fifteenth (15th) day following the date when such payment is due.

Section 3.05 SERVICE CHARGE ON PAST DUE AMOUNTS

If the Tenant fails to pay any Base Rent, or any other sum due to the Landlord when the same is due and payable hereunder, any and all such unpaid amounts shall bear interest 30 days from the date due to the date of payment at twelve percent (12%) per annum or 1.0% per month.

ARTICLE IV
USE OF PREMISES

Section 4.01 USE OF PREMISES

Tenant shall use the Premises for marijuana cultivation, marijuana product manufacturing, and marijuana wholesale distribution and marijuana processing.

All operations shall be appropriately licensed by the State of Alaska, and shall follow all rules and regulations set forth by the State and the Matanuska Susitna Borough.

Section 4.02 COMPLIANCE WITH LAWS

Tenant shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now elected or hereafter amended in any manner affecting the Space Lease, whether or not any such law, ordinance or regulation which may be hereafter enacted involves a change of policy on the part of the governmental body enacting as the same. Tenant further agrees it will not permit any unlawful occupation, business or trade to be conducted on said Premises or any use to be made thereof contrary to any such state law, local ordinance or local and state regulation.

Section 4.03 RULES AND REGULATIONS OF BUILDING

(A) As a condition of this Space Lease, Tenant shall comply with all reasonable rules and regulations promulgated by Landlord from time to time for all tenants in the building and surrounding property; however, no rule or regulation that causes a material and adverse impact on Tenant's business shall apply to Tenant.

(B) The proposed use of the Premises is to operate as a state licensed marijuana establishment. In the event Tenant, despite its best efforts, is unable to obtain a state license and local use permit approvals, Tenant shall, at Tenant's election, be released from the terms and obligations of this Space Lease as of the date Tenant determines it is unable to obtain or operate under appropriate licenses and permits.

(C) In the event there are changes in the laws, that make the business of Tenant illegal or not feasible to engage in, Tenant shall be released from the terms and obligations of this Lease effective the first day of the month following

ARTICLE V
MAINTENANCE, REPAIR, ALTERATIONS

Section 5.01 COVENANT TO MAINTAIN AND REPAIR

(A) Tenant shall, during the term of this Space Lease and any renewal extension thereof, at its sole expense, keep the interior of the Premises in good order and repair as it was on the date of actual delivery of possession of the Premises, reasonable wear and tear and damages by accidental fire or other casualty excepted, and be responsible for all day to day janitorial and light bulb and fluorescent tube replacement services and the associated expense. Tenant shall be responsible for the maintenance of all the above ground plumbing fixtures and plumbing lines that are associated with the hydroponic system, mechanical features, and electrical conduits that are specifically used within Tenant's Premises and not in the common areas of the building and surrounding property.

(B) Landlord during the term of this Space Lease and any renewal or extension thereof shall keep the structural supports and exterior walls of the Premises in good order and repair. Within the common areas of the building and surrounding property, the Landlord shall maintain and repair the below ground plumbing structures, plumbing fixtures and plumbing lines, mechanical features and mechanical features Tenant does not have access to, electrical conduit, equipment for the general supply of hot and cold water, and electricity, except that the Tenant shall be responsible for any and all repairs to the above list as a result of alterationsor damages thereto by Tenant, its employees, customers, servants, agents, licensees or invitees.

Section 5.02 ALTERATIONS, ADDITIONS

(A) Tenant agrees that they:

1. Shall not cut or drill or otherwise deface or injure the exterior of the building without the Landlord's consent, which such consent shall not be unreasonably withheld or delayed;

2. Shall comply with all reasonable regulations of Landlord designated to promote the safety or good order of the building, as long as said regulations do not have a materially adverse impact on Tenant's business;

3. Shall not, with the exception of improvements, alterations, and additions that are necessary to comply with the State and local rules and regulations and to effectuate the agreed upon use of the Premises for purposes of cultivation of marijuana, manufacturing of marijuana products, (i.e., light fixtures, security systems, ventilation improvements, etc.), without the Landlord's prior written consent obtained in each instance, make any alteration, additions, or improvements in or about the Premises. Tenant has the discretion to make improvements, alterations, and additions necessary to comply with State and local rules and regulations and to operate in and on the Premises for Tenant's intended purposes.

4. Shall, with the Landlord's prior consent obtained in each instance, make any alterations or additions to the (i) electrical wiring, (ii) plumbing, heating or ventilating equipment, appliances, or systems, (iii) water, sewer or gas lines, equipment, appliances or systems, (iv) water mains or pipes to supply water for refrigeration or ventilating apparatus, or, (v) other equipment, machinery, apparatus, or installation in or about the Premises. Tenant will, upon Landlord's written request, provide the Landlord with periodic updates on the physical changes it has made or plans on making to the Premises.

(B) Landlord agrees and acknowledges that the Tenant:

1. Has fully disclosed their intended USE OF PREMISES in Section 4.01 of this Space Lease.

2. Will be conducting standard and proprietary marijuana industry business operations, including cultivation, manufacturing and all things related that are of a very proprietary nature and provides the Tenant with a competitive advantage over other marijuana establishments.

3. Will be creating, designing, building, installing and purchasing the entire gamut of Tenant improvements, alterations and additions to the Premises at their own expense.

Section 5.03 PROHIBITION OF LIENS

Tenant and Landlord shall not do or suffer anything to be done causing the Space Lease and/or Premises to be encumbered by liens of any nature, notes and/or mortgages and shall whenever and as often as any lien is recorded against said property, purporting to be for labor or materials furnished or to be furnished to the Tenant or Landlord, discharge the same of record within thirty (30) days after the date of filing.

Section 5.04 NOTICE OF NON-RESPONSIBILITY

Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant on credit, and that no lien of any nature or type shall attach to or affect the reservation or other estate of Landlord in and to the Premises herein demised. At least seven (7) days before commencement of any work that is or may be the subject of a lien for work done or materials furnished to the Premises, Tenant shall notify Landlord in writing thereof, to allow Landlord, if it desires, to post and record notices of non-responsibility or to take any other steps Landlord deems appropriate to protect its interests.

ARTICLE VI
ASSIGNMENT AND SUBLETTING

Section 6.01 ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage or encumber this Space Lease, in whole or in part, or sublet all or any part of the Premises without prior written consent of Landlord.

Such consent by Landlord shall not be unreasonably withheld or delayed. An exception to the foregoing statement allows the Tenant to sublease the Premises without prior approval from Landlord to a sub lessor whom is operating in conjunction with and/or under a contractual management agreement with Tenant, whereas Tenant will be providing the operational management oversight. Specifically, Tenant shall, as a matter of right, have the ability to Sublease this Space Lease to Cannaceuticals Enterprises, Inc., or to entities that may be owned by Cannaceuticals Enterprises, Inc. Tenant shall provide Landlord written notice if it elects to utilize this right. Landlord understands that he/ she may not take possession of or remove marijuana from the premises. Landlord further acknowledges that if marijuana is removed from the premises, AMCO will be contacted in the event that this is necessary. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Space Lease is assigned or if the Premises or any part thereof is occupied by anyone other than the Tenant, Landlord may collect Base Rent from the assignee or occupant, and apply the net amount collected to the Base Rent herein reserved, but no such assignment, under letting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, under tenant or occupant as Tenant, or as a release of Tenant from the further performance to the provisions on its part to be observed or performed herein. Notwithstanding and assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms, covenants and conditions of this Space Lease. Any assignment, hypothecation or sublease of this Space Lease, or any part thereof, whether by operation of law or otherwise, except as explicitly allowed for in this Section 6.01, without written consent of Landlord, shall be avoidable at the option of Landlord.

ARTICLE VII
INDEMNITY

Section 7.01 INDEMNIFICATION OF LANDLORD

(A) Tenant shall indemnify, defend and save Landlord harmless for all suits, demands, claims, actions, damages, liability and penalties, judgments, awards, interest, cost and expenses, including all reasonable and actual attorney's fees incurred in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, said Premises.

(B) In no event shall Landlord be liable to Tenant for any injury to any person or damage to anything in or about the Premises unless such loss, damage or injury is caused by the negligence of the Landlord. None of the agents or employees of the Landlord shall be responsible for any of the liabilities, obligations or agreements of Landlord under this Space Lease.

ARTICLE VIII
CASUALTIES, DESTRUCTION

Section 8.01 RESTORATION, ABATEMENT

If all or any part of the Premises, as referenced in this Space Lease, is damaged or destroyed by fire or other casualty insured under Landlord's standard fire insurance policy Landlord shall repair the same with reasonable dispatch out of the insurance

proceeds received from the insurer. In any event, regardless of timing of payment from the insurance policy or whether said insurance policy will cover the damage, Landlord will pay for and use its best efforts to complete the repairs necessary to allow Tenant to continue its use of the Premises as soon as possible.

If fire or other casualties damage the Premises, as referenced in this Space Lease, or any parts thereof, to such an extent that makes the use of the Premises impracticable, the Base Rent shall be abated. If, due to fault or failure of Tenant, and Tenant fails to adjust its own insurance claim within a reasonable time, and as a result thereof the repair and restoration is delayed, there shall be no abatement of Base Rent during the period of such resulting delay, or if the fire or damage to said Premises is caused by carelessness, negligence or improper conduct of Tenant, then notwithstanding such damage or destruction, Tenant shall be liable for the Base Rent during the unexpired period, without an abatement.

Section 8.02 TERMINATION OF LEASE UPON CASUALTY

In the event of damage to or destruction of or to the Premises, as referenced in this Space Lease, by fire or other casualty, Landlord shall use its best efforts to commence repairs and/or restoration as soon as possible, but in any event the Landlord shall have repaired and/or restored all such damage and/or destruction back to the original condition, as of the date Tenant first took possession of the Premises, within ninety (90) days from the date the damage or destruction occurred. Landlord, absent Landlord's negligence or intentional destruction, shall not be liable for destroyed crop or equipment.

If the Landlord fails to complete all the repairs and/or restoration to the damage and/or destruction contemplated herein within ninety (90) days, but has commenced with the repairs within ninety (90) days and is proceeding with diligence and continuity, Tenant may, at Tenant's sole discretion, by written notice, allow a thirty (30) day extension for the Landlord to complete the repairs and/or restoration as described herein.

If Tenant, in its discretion, does not provide the Landlord an extension of time to complete the repairs and/or restorations, or if the Tenant provides the Landlord a thirty (30) day extension and the Landlord does not complete the repairs and/or restorations within the thirty (30) day extension period, the Tenant may, by written notice, terminate this Space Lease on the date specified in such notice, and be entitled to the return of the full Security Deposit, as if that date had been originally fixed as the expiration date of the term herein of the Space Lease, provided such early termination date be less than one hundred fifty (150) days after the event of damage and/or destruction as contemplated herein.

Section 8.03 EXEMPTION OF LIABILITY

Landlord shall not, with the exception of the obligations and responsibilities detailed in Sections 8.01, 8.02, and the obligations and responsibilities of any other term, provision, covenant and/or condition of this Space Lease, be liable for any loss of business arising from damage to or destruction of the Premises, as referenced in this Space Lease, unless such damage, destruction or loss is a direct result of Landlord's negligence.

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ARTICLE IX
EMINENT DOMAIN

Section 9.01 GENERAL

If the whole or part of the Premises, as referenced in this Space Lease, shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, or private purchase in lieu thereof by a public body vested with the power of eminent domain, then at such time as possession shall be taken thereunder of this Space Lease, or any part thereof, the following provisions described in Sections 9.02 and 9.04 shall be operative.

Section 9.02 TAKING OF ALL PREMISES

If all of the Premises, as referenced in this Space Lease, is taken by eminent domain, the term herein Space Lease and all rights of Tenant hereunder shall immediately cease and terminate, and the Base Rent shall be adjusted as of the time of such termination so that Tenant shall have paid Base Rent up to the time of taking. The Tenant shall be entitled to the return of the full Security Deposit amount.

Section 9.03 TAKING OF SUBSTANTIAL PART OF PREMISES

If the taking by eminent domain reduces the area of the Premises, as referenced in this Space Lease, which materially affects the use being made by the Tenant of the Space Lease, Tenant shall have the right by written notice to Landlord, no later than thirty (30) days after possession is taken, to elect to, terminate this Space Lease.

(A) If such election to terminate this Space Lease is made by Tenant, the provisions for the taking of the whole shall govern, or:

(B) If such election to terminate is not made, this Space Lease shall continue and Landlord shall be entitled to the condemnation proceeds and the Base Rent shall be reduced in the same proportion that the rentable square footage of the Premises, as referenced in this Space Lease, taken bears to the rentable square footage of the Premises originally leased, and the Landlord shall, upon receipt of the award in condemnation make all necessary repairs or alterations to the Premises in which the Space Lease is located so as to constitute the portion of the building not taken a completed architectural unit. In any event, Landlord shall make the necessary repairs to the Premises, as referenced in this Space Lease, in a manner and condition whereby Tenant can reasonably conduct its business from within the Premises.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01 DEFAULT OF TENANT

Each of the following, but not limited thereto, shall be deemed a default by Tenant and a breach of this Space Lease:

(A) A failure in the payment of the monthly Base Rent for a period of two (2) consecutive months shall be considered a material breach and default under the terms of this Space Lease.

(B) A failure in the performance of any covenant or conditions on the part of Tenant to be performed, for a period of sixty (60) days after the service of notice thereof by Landlord, provided, however, that no default on the part of Tenant shall be deemed to exist as the result of failure to complete said covenant or conditions, if said covenant or conditions are modified before the end of such sixty (60) day period, or Tenant has begun to rectify the same, and thereafter prosecutes the curing thereof to completion with diligence and continuity.

(C) The filing of a case, by or against Tenant, for any relief under the Federal Bankruptcy Code 1978, as now or hereafter amended or supplemented, or its successor, or the filing of any case by or against Tenant under any future bankruptcy act for the same or similar relief.

(D) The dissolution, or the commencement of any action or proceeding for the dissolution or for liquidation, of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of Tenant.

(E) The taking possession of the property of Tenant by any governmental office or agency to statutory authority for the dissolution or liquidation of Tenant.

(F) The making by Tenant of a general assignment for the benefit of creditors.

(G) The vacation or abandonment of the Premises, as referenced in the Space Lease, by Tenant for a period exceeding forty (40) consecutive days.

Section 10.02 REMEDIES OF LANDLORD

In the event of any default of Tenant as above provided, Landlord shall have the following rights or remedies, in addition to any rights or remedies that may be given to Landlord by statute, law or otherwise:

(A) To immediately re-enter and re-let the Premises, as referenced in the Space Lease, in Landlord 's name, at such price and on such terms as Landlord in its sole and absolute discretion deem fit, subject to any obligations Landlord may have to mitigate Tenant's damages.

(B) In the event of a material breach by Tenant that results in a default as identified in Section 10.01, Tenant shall remain liable to pay Landlord, and shall promptly pay Landlord:

(1) All past due rent,

(2) The present value, computed at a discount rate of six percent (6%) per annum, of all future rents which Tenant will owe Landlord under this Lease, and

(3) All direct and indirect costs, fees and damages incurred or suffered by Landlord as a direct and foreseeable result of such default, including without limitation, all legal costs and actual attorney's fees.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 WAIVER OF BREACH

No failure by either Landlord or Tenant to insist upon strict performance by the other of any covenant, agreement, term or condition of this Space Lease, or to exercise any right or remedies consequent upon breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Space Lease but each and every covenant, condition, agreement and term of this Space Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 11.02 ENTIRE AGREEMENT DISCLOSURES

(A) This agreement supersedes all other prior agreements and understanding between the Parties and may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the Parties against whom the same is sought to be enforced.

(B) If any provision of this Space Lease, the deletion of which would not be adversely affect the receipt of any material benefit by either Party, shall be held unenforceable or invalid to any extent, the remaining provisions shall not be affected and shall be valid and enforceable.

Section 11.03 CONSTRUCTION OF LEASE

Words of any gender used in this Space Lease shall be held to include any other gender and words of the singular number shall be held to include the plural when the sense requires.

Section 11.04 NOTICES

Any notices or demand which under the terms of this Space Lease or any stature must be given or made by the Parties hereto, shall be in writing and given or made by mailing the same by registered or certified mail address to the other Party as follows:

Landlord: 5600 N. CUNNINGHAM RD.
PALMER, AK 99654

Tenant: **Nlaka 'Pamux, LLC**
PO BOX 872468
WASILLA, AK 99687

Tenant's Counsel: **Jana D. Weltzin**
JDW, LLC
3003 Minnesota Drive, Suite 201
Anchorage, Alaska 99503
jana@jdwcounsel.com

Either Party may, however designate in writing such new or other address to which such notice or demand shall thereafter be given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States mail at any general branch post office, and mailed by registered or certified prepaid mail.

Section 11.05 HAZARDOUS MATERIALS

Tenant shall keep the Premises, as referenced in the Space Lease, free of any and all hazardous materials. Tenant shall neither release upon the Premises nor cause nor permit the Premises to be used to manufacture, process, transport, store, handle or dispose of hazardous materials except in compliance with all applicable laws and other governmental requirements. For purposes of this Space Lease, the term "Hazardous Material" shall not be interpreted to include the following compounds / chemicals / materials: CO2, hydrogen peroxide, bleach, butane, 100% proof alcohol, plant nutrients and pesticides allowed under Alaska State Law, flushing compounds, and other materials, chemicals and compounds that are generally used in the commercial marijuana cultivation and manufacturing general business practices. Tenant shall defend, indemnify and hold harmless Landlord and all of its affiliated parties against any claims, costs and liabilities related to the presence of hazardous materials claimed to have been released by the Tenant or for the claimed breaches by Tenant of any law or governmental requirement concerning the presence or release of hazardous materials. The term "hazardous materials" includes without limitation: flammable explosives, radioactive materials and hazardous and toxic substances as defined in any state and local law regulation.

Section 11.06 ESTOPPEL CERTIFICATE

Tenant shall at any time and from time to time upon not less than twenty (20) days prior request by Landlord, provide a statement in writing certifying that this Space Lease is in full force and effect and if modified, stating the modification and the dates to which the Base Rent(s) and any other charges have been paid in advance. It is intended that any prospective purchaser, assignee or encumbrance of the Premises may rely upon such statement delivered pursuant to this Section 11.06.

Section 11.07 EXCUSE FOR NON-PERFORMANCE

Either party hereto shall be excused from performing any or all of its obligations hereunder with respect to any repair work required under the terms of this Space Lease for such times the performance of such obligations is prevented or delayed by an act of God, floods, explosion, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions by labor unions, or laws or order of governmental agencies, or any other cause whether similar or dissimilar to the foregoing which is not within the reasonable control of such Party.

Section 11.08 BROKERS

No Brokers were used in connection to this Space Lease.

Section 11.09 EXCLUSIVE JURISDICTION / VENUE

In the event that a question, dispute or requirement for interpretation or construction should arise with respect to this Space Lease, jurisdiction and venue therefore shall lie exclusively with the courts of the Third Judicial District for the State of Alaska, at Anchorage, Alaska, unless a non-appealable federal or Alaska state law should require the contrary.

Section 11.10 TIME OF ESSENCE

Time is of the essence of each and every provision hereof.

Section 11.11 BINDING EFFECT

This Space Lease shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, successors and assigns.

Section 11.12 EFFECTIVE DATE

This Space Lease shall be effective the instant the dated signatures of Landlord and Tenant are affixed hereto.

IN WITNESS WHEREOF, the parties have executed this Space Lease the day and year set opposite their respective signatures.

Landlord:

By: _____ Date: _____

Its: Managing Member and Authorized Representative

Tenant: Nlaka 'Pamux, LLC

By: _____ Date: _____

Its: Managing Member

WAREHOUSE SPACE SUBLEASE

AGREEMENT OF SPACE SUBLEASE, (hereafter, "Space Lease,"), made this 1, day of January 2017 between: Nlaka 'Pamux, LLC, (hereafter, "Landlord"), and Suilnua, LLC, (hereafter, "Tenant"), of Space Sublease as described in Section 1.01.

The Property: 5600 N. CUNNINGHAM RD., PALMER, AK 99654
Space Leased Description: 4220 sq. ft. consisting of cold storage area, refrigeration unit, and utility room.

Landlord owns a building and surrounding property on the above-described real property and Tenant desires to sublease space within such building and surrounding property, (hereafter, "Premises"), from Landlord under the terms and conditions herein contained.

NOW, THEREFORE IT IS AGREED:

ARTICLE I
SPACE SUBLEASE

Section 1.01 DESCRIPTION OF SPACE SUBLEASE

Landlord hereby subleases to Tenant, and Tenant subleases from Landlord, approximately **4,220 square feet** of rentable warehouse/mezzanine containing existing hydroponic grow operation , and associated parking area.

Section 1.02 CONDITION OF PREMISES

Other than the improvements specifically identified in this Space Sublease, Tenant shall accept the subleased space "as-is."

Section 1.03 SERVICES FURNISHED BY THE LANDLORD

Landlord shall furnish and pay all costs for:

1. Real Property Taxes.
2. Maintaining the roof and overall structure of the Premises.
3. Snow removal.

Landlord shall not be liable for damages or otherwise for failure, stoppage or interruption of any services or utilities unless Landlord is the proximate cause for such failure, stoppage or interruption.

Section 1.04 SERVICES FURNISED BY THE TENANT

Tenant shall be responsible for:

1. Installation and monthly service fees for Telephone services, Internet /

Cable services, and all other required services at the Space Sublease.

2. Regular maintenance of operating equipment (plumbing, mechanical and electrical, including replacement of bulbs/ballasts) within and at the Space Sublease.
3. Personal property and liability insurance for the Space Sublease.
4. Any improvements necessary to facilitate the cultivation of cannabis crops and/or hydroponic cultivation of basil or other like plants.

Section 1.05 QUIET ENJOYMENT

(A) Tenant, upon paying for rents and performing all of the terms and covenants on its part to be performed, shall peacefully and quietly enjoy the Premises under the terms of this Space Sublease.

(B) Landlord shall have the right to enter the Premises during reasonable business hours, with a prior 24 hour notice to Tenant, for the purposes of providing maintenance or inspecting the Premises. However, due to the nature of the business that will be conducted at the Premises, the integral regulatory scheme governing such business type, Tenant must first approve Landlord's request to enter, and Landlord must ensure that any person it sends as its agent for purposes of maintaining or inspecting the Premises must be 21 years of age, have a valid government issued identification, agree to signing in on the company's visitor log and produce identification to Tenant or Tenant's agent, and stay within the eyesight of Tenant or Tenant's agent as required by the State of Alaska's marijuana control board regulations.

(C) Landlord, and all of Landlord's agents and representatives, which enter the Premises for any reason whatsoever, including the aforementioned reasons of maintenance and/or inspection, shall agree to a confidentially agreement to not discuss with anyone outside of the Premises, except the Landlord, any and all activity they witness or overhear in regards to the cultivation or manufacturing of marijuana, the equipment being used or the operational design within the Premises.

Section 1.06 Signage

Other than signage necessary to comply with the Marijuana Control Board regulations and/or Mat Su Borough Assembly regulations, if any, no signage shall be installed on the Premises.

ARTICLE II
TERM

Section 2.01 LENGTH OF TERM

(A) The term of this Space Sublease shall be for five (5) years following the Commencement of Term, unless sooner terminated or extended as herein provided.

(C) Early Termination of Space Sublease: Tenant shall have the option to terminate this Space Sublease, and be released from all obligations, responsibilities and

provisions herein if the State of Alaska and/or other controlling license authorities do not approve Tenant's application for a Marijuana Cultivation License. Tenant will have fifteen (15) business days, from the date in which the State of Alaska and/or other controlling license authorities provide Tenant with written notice of approval or denial on Tenant's aforementioned application, to terminate or verify Tenant's approval to continue with this Space Sublease. If Tenant chooses to exercise this option to terminate, Tenant shall forfeit any rents paid and owed as well as their Security Deposit.

(D) Tenant shall have the right to extend the length of the term of this Space Lease for an additional five (5) years at the end of the initial term at which time rental rate will be renegotiated

(E) In the event Landlord decides to sell premise at the conclusion of this Space Sublease or at any other time, Tenant shall have the first right of refusal to purchase the entire building at the same price as any other bona fide offer.

Section 2.02 OPTION TO EXPAND

Tenant shall have the right to exercise an Option to Expand this Space Sublease to the entire building and surrounding property to include land use of the lot adjacent to the existing leased structure (i.e., not just the Premises identified in this Space Sublease) on an annual anniversary basis. The price per square foot if Option to Expand is exercised by Tenant shall be negotiated in good faith by the Parties when option is exercised. But in any event, the rental rate shall not be more than 150% more than the current per square foot rental rate as identified in this Space Sublease.

Section 2.03 COMMENCEMENT OF TERM

The term of this Space Sublease shall commence on January 1, 2017

Section 2.04 HOLD OVER

If the Tenant shall hold over after the expiration date of this Space Sublease term, such tenancy shall be from month to month and subject to all the terms, covenants and conditions of this Space Sublease, except that the rent for each hold over month or thereof will be one hundred fifty percent (150%) of the monthly rental provided herein for the last month of the term of this Space Sublease.

Section 2.05 SURRENDER OF POSSESSION

Upon expiration or on the sooner termination of this Space Sublease, Tenant shall peacefully and quietly leave, surrender and yield to Landlord all and singular the Premises, broom clean, in good order and repair, ordinary wear and tear accepted , together with all alteration, additions and fixed improvements (except noted in Section 1.07, all improvements that shall be used for the Hydroponic cultivation of crops shall be purchased by Landlord, at a price mutually agreed upon by the Parties which have been made upon the Premises), except personal property or moveable trade fixtures put in at the expense of the Tenant. If the last day of the term of this Space Sublease falls on Sunday, this Space Sublease shall expire on the business day immediately following. Tenant, on or before said date, shall remove all such property from the Premises. Tenant shall

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indemnify Landlord against loss or liability resulting from such delay by Tenant, including without limitations any claims made by any succeeding Tenant founded on such delay.

Section 2.06 POSSESSION

Landlord shall give possession of the Premises on the Commencement Of Term date as so stated in this Space Sublease to the Tenant. If Landlord is unable to give possession of the Premises on the date herein fixed for the Commencement Of Term, this Space Sublease and all its provisions, including the date herein fixed for expiration of the Space Sublease, shall nevertheless continue in full force and effect, and Tenant's monthly Base Rent for that month shall be pro-rated to reflect the delay of delivery of the Premises. Tenant's remedies are the following:

a. The Commencement Of Term date and expiration date shall be extended in accordance with the actual date of Tenant's occupancy.

b. In the event said occupancy is delayed by Landlord's inability to provide said Premises for Tenant, beyond thirty (30) days from the anticipated Commencement Of Term, Tenant shall have the right to terminate this Space Sublease in its entirety. In such event, Landlord shall return all and any Base Rent and/or Security Deposit payments to Tenant and neither Tenant nor Landlord shall have any liability to the other.

c. It is acknowledged and accepted by Tenant that Landlord may be unable to complete all Landlord's provided improvements by the occupancy date. Tenant, at Tenant's option, may agree to accept such condition and allow Landlord to complete by or on a mutually agreeable date.

ARTICLE III
BASE RENT

Section 3.01 COVENANT TO PAY BASE RENT

Tenant covenants to and shall pay to Landlord at:
5600 N. CUNNINGHAM RD.
PALMER, AK 99654

Or Tenant may directly deposit payments into a bank account of Landlord's designation.

Or at such other place as Landlord may designate, in advance, on the first day of each calendar month during the term hereof, the Base Rent payment due each month shall be $1.25 per square foot of building space leased. The rent as describe above shall be increased by TWO PERCENT (2%) on each annual anniversary date during the term of the lease.

Section 3.04 LATE CHARGE ON UNPAID RENT

A late charge of five percent (5%) of any Base Rent (see Section 3.01 for Base Rent Monthly Payments), or any other sum due to the Landlord hereunder, shall be assessed by the Landlord against the Tenant and applied to each and every payment not received at the designated place of payment on or before the fifteenth (15th) day following the date when such payment is due.

Section 3.05 SERVICE CHARGE ON PAST DUE AMOUNTS

If the Tenant fails to pay any Base Rent, or any other sum due to the Landlord when the same is due and payable hereunder, any and all such unpaid amounts shall bear interest 30 days from the date due to the date of payment at twelve percent (12%) per annum or 1.0% per month.

ARTICLE IV
USE OF PREMISES

Section 4.01 USE OF PREMISES

Tenant shall use the Premises for marijuana cultivation, marijuana product manufacturing, and marijuana wholesale distribution and marijuana processing.

All operations shall be appropriately licensed by the State of Alaska, and shall follow all rules and regulations set forth by the State and the Matanuska Susitna Borough.

Section 4.02 COMPLIANCE WITH LAWS

Tenant shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now elected or hereafter amended in any manner affecting the Space Sublease, whether or not any such law, ordinance or regulation which may be hereafter enacted involves a change of policy on the part of the governmental body enacting as the same. Tenant further agrees it will not permit any unlawful occupation, business or trade to be conducted on said Premises or any use to be made thereof contrary to any such state law, local ordinance or local and state regulation.

Section 4.03 RULES AND REGULATIONS OF BUILDING

(A) As a condition of this Space Sublease, Tenant shall comply with all reasonable rules and regulations promulgated by Landlord from time to time for all tenants in the building and surrounding property; however, no rule or regulation that causes a material and adverse impact on Tenant's business shall apply to Tenant.

(B) The proposed use of the Premises is to operate as a state licensed marijuana establishment. In the event Tenant, despite its best efforts, is unable to obtain a state license and local use permit approvals, Tenant shall, at Tenant's election, be released from the terms and obligations of this Space Sublease as of the date Tenant determines it is unable to obtain or operate under appropriate licenses and permits.

(C) In the event there are changes in the laws, that make the business of Tenant illegal or not feasible to engage in, Tenant shall be released from the terms and obligations of this Sublease effective the first day of the month following

ARTICLE V
MAINTENANCE, REPAIR, ALTERATIONS

Section 5.01 COVENANT TO MAINTAIN AND REPAIR

(A) Tenant shall, during the term of this Space Sublease and any renewal extension thereof, at its sole expense, keep the interior of the Premises in good order and repair as it was on the date of actual delivery of possession of the Premises, reasonable wear and tear and damages by accidental fire or other casualty excepted, and be responsible for all day to day janitorial and light bulb and fluorescent tube replacement services and the associated expense. Tenant shall be responsible for the maintenance of all the above ground plumbing fixtures and plumbing lines that are associated with the hydroponic system, mechanical features, and electrical conduits that are specifically used within Tenant's Premises and not in the common areas of the building and surrounding property.

(B) Landlord during the term of this Space Sublease and any renewal or extension thereof shall keep the structural supports and exterior walls of the Premises in good order and repair. Within the common areas of the building and surrounding property, the Landlord shall maintain and repair the below ground plumbing structures, plumbing fixtures and plumbing lines, mechanical features and mechanical features Tenant does not have access to, electrical conduit, equipment for the general supply of hot and cold water, and electricity, except that the Tenant shall be responsible for any and all repairs to the above list as a result of alterations or damages thereto by Tenant, its employees, customers, servants,

(A) Tenant agrees that they:

1. Shall not cut or drill or otherwise deface or injure the exterior of the building without the Landlord's consent, which such consent shall not be unreasonably withheld or delayed;

2. Shall comply with all reasonable regulations of Landlord designated to promote the safety or good order of the building, as long as said regulations do not have a materially adverse impact on Tenant's business;

3. Shall not, with the exception of improvements, alterations, and additions that are necessary to comply with the State and local rules and regulations and to effectuate the agreed upon use of the Premises for purposes of cultivation of marijuana, manufacturing of marijuana products, (i.e., light fixtures, security systems, ventilation improvements, etc.), without the Landlord's prior written consent obtained in each instance, make any alteration, additions, or improvements in or about the Premises. Tenant has the discretion to make improvements, alterations, and additions necessary to

comply with State and local rules and regulations and to operate in and on the Premises for Tenant's intended purposes.

4. Shall, with the Landlord's prior consent obtained in each instance, make any alterations or additions to the (i) electrical wiring, (ii) plumbing, heating or ventilating equipment, appliances, or systems, (iii) water, sewer or gas lines, equipment, appliances or systems, (iv) water mains or pipes to supply water for refrigeration or ventilating apparatus, or, (v) other equipment, machinery, apparatus, or installation in or about the Premises. Tenant will, upon Landlord's written request, provide the Landlord with periodic updates on the physical changes it has made or plans on making to the Premises.

(B) Landlord agrees and acknowledges that the Tenant:

1. Has fully disclosed their intended USE OF PREMISES in Section 4.01 of this Space Sublease.

2. Will be conducting standard and proprietary marijuana industry business operations, including cultivation, manufacturing and all things related that are of a very proprietary nature and provides the Tenant with a competitive advantage over other marijuana establishments.

3. Will be creating, designing, building, installing and purchasing the entire gamut of Tenant improvements, alterations and additions to the Premises at their own expense.

Section 5.03 PROHIBITION OF LIENS

Tenant and Landlord shall not do or suffer anything to be done causing the Space Sublease and/or Premises to be encumbered by liens of any nature, notes and/or mortgages and shall whenever and as often as any lien is recorded against said property, purporting to be for labor or materials furnished or to be furnished to the Tenant or Landlord, discharge the same of record within thirty (30) days after the date of filing.

Section 5.04 NOTICE OF NON-RESPONSIBILITY

Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant on credit, and that no lien of any nature or type shall attach to or affect the reservation or other estate of Landlord in and to the Premises herein demised. At least seven (7) days before commencement of any work that is or may be the subject of a lien for work done or materials furnished to the Premises, Tenant shall notify Landlord in writing thereof, to allow Landlord, if it desires, to post and record notices of non-responsibility or to take any other steps Landlord deems appropriate to protect its interests.

ARTICLE VI
ASSIGNMENT AND SUBLETTING

Section 6.01 ASSIGNMENT AND SUBLETTING

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Tenant shall not assign, mortgage or encumber this Space Sublease, in whole or in part, or sublet all or any part of the Premises without prior written consent of Landlord. Such consent by Landlord shall not be unreasonably withheld or delayed. An exception to the foregoing statement allows the Tenant to sublease the Premises without prior approval from Landlord to a sublessor whom is operating in conjunction with and/or under a contractual management agreement with Tenant, whereas Tenant will be providing the operational management oversight. Specifically, Tenant shall, as a matter of right, have the ability to Sublease this Space Lease to Cannaceuticals Enterprises, Inc. Tenant shall provide Landlord written notice if it elects to utilize this right. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Space Sublease is assigned or if the Premises or any part thereof is occupied by anyone other than the Tenant, Landlord may collect Base Rent from the assignee or occupant, and apply the net amount collected to the Base Rent herein reserved, but no such assignment, under letting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, under tenant or occupant as Tenant, or as a release of Tenant from the further performance to the provisions on its part to be observed or performed herein. Notwithstanding and assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms, covenants and conditions of this Space Sublease. Any assignment, hypothecation or sublease of this Space Sublease, or any part thereof, whether by operation of law or otherwise, except as explicitly allowed for in this Section 6.01, without the written consent of Landlord, shall be avoidable at the option of Landlord.

ARTICLE VII
INDEMNITY

Section 7.01 INDEMNIFICATION OF LANDLORD

(A) Tenant shall indemnify, defend and save Landlord harmless for all suits, demands, claims, actions, damages, liability and penalties, judgments, awards, interest, cost and expenses, including all reasonable and actual attorney's fees incurred in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, said Premises.

(B) In no event shall Landlord be liable to Tenant for any injury to any person or damage to anything in or about the Premises unless such loss, damage or injury is caused by the negligence of the Landlord. None of the agents or employees of the Landlord shall be responsible for any of the liabilities, obligations or agreements of Landlord under this Space Sublease.

ARTICLE VIII
CASUALTIES, DESTRUCTION

Section 8.01 RESTORATION, ABATEMENT

If all or any part of the Premises, as referenced in this Space Sublease, is damaged or destroyed by fire or other casualty insured under Landlord's standard fire insurance policy Landlord shall repair the same with reasonable dispatch out of the insurance proceeds received from the insurer. In any event, regardless of timing of payment from the insurance policy or whether said insurance policy will cover the damage, Landlord will pay for and use its best efforts to complete the repairs necessary to allow Tenant to continue its use of the Premises as soon as possible.

If fire or other casualties damage the Premises, as referenced in this Space Sublease, or any parts thereof, to such an extent that makes the use of the Premises impracticable, the Base Rent shall be abated. If, due to fault or failure of Tenant, and Tenant fails to adjust its own insurance claim within a reasonable time, and as a result thereof the repair and restoration is delayed, there shall be no abatement of Base Rent during the period of such resulting delay, or if the fire or damage to said Premises is caused by carelessness, negligence or improper conduct of Tenant, then notwithstanding such damage or destruction, Tenant shall be liable for the Base Rent during the unexpired period, without an abatement.

Section 8.02 TERMINATION OF SUBLEASE UPON CASUALTY

In the event of damage to or destruction of or to the Premises, as referenced in this Space Sublease, by fire or other casualty, Landlord shall use its best efforts to commence repairs and/or restoration as soon as possible, but in any event the Landlord shall have repaired and/or restored all such damage and/or destruction back to the original condition, as of the date Tenant first took possession of the Premises, within ninety (90) days from the date the damage or destruction occurred. Landlord, absent Landlord's negligence or intentional destruction, shall not be liable for destroyed crop or equipment. If the Landlord fails to complete all the repairs and/or restoration to the damage and/or destruction contemplated herein within ninety (90) days, but has commenced with the repairs within ninety (90) days and is proceeding with diligence and continuity, Tenant may, at Tenant's sole discretion, by written notice, allow a thirty (30) day extension for the Landlord to complete the repairs and/or restoration as described herein.

If Tenant, in its discretion, does not provide the Landlord an extension of time to complete the repairs and/or restorations, or if the Tenant provides the Landlord a thirty (30) day extension and the Landlord does not complete the repairs and/or restorations within the thirty (30) day extension period, the Tenant may, by written notice, terminate this Space Sublease on the date specified in such notice, and be entitled to the return of the full Security Deposit, as if that date had been originally fixed as the expiration date of the term herein of the Space Sublease, provided such early termination date be less than one hundred fifty (150) days after the event of damage and/or destruction as contemplated herein.

Section 8.03 EXEMPTION OF LIABILITY

Landlord shall not, with the exception of the obligations and responsibilities detailed in Sections 8.01, 8.02, and the obligations and responsibilities of any other term, provision, covenant and/or condition of this Space Sublease, be liable for any loss of

business arising from damage to or destruction of the Premises, as referenced in this Space Sublease, unless such damage, destruction or loss is a direct result of Landlord's negligence.

ARTICLE IX
EMINENT DOMAIN

Section 9.01 GENERAL

If the whole or part of the Premises, as referenced in this Space Sublease, shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, or private purchase in lieu thereof by a public body vested with the power of eminent domain, then at such time as possession shall be taken thereunder of this Space Sublease, or any part thereof, the following provisions described in Sections 9.02 and 9.04 shall be operative.

Section 9.02 TAKING OF ALL PREMISES

If all of the Premises, as referenced in this Space Sublease, is taken by eminent domain, the term herein Space Sublease and all rights of Tenant hereunder shall immediately cease and terminate, and the Base Rent shall be adjusted as of the time of such termination so that Tenant shall have paid Base Rent up to the time of taking. The Tenant shall be entitled to the return of the full Security Deposit amount.

Section 9.03 TAKING OF SUBSTANTIAL PART OF PREMISES

If the taking by eminent domain reduces the area of the Premises, as referenced in this Space Sublease, which materially affects the use being made by the Tenant of the Space Sublease, Tenant shall have the right by written notice to Landlord, no later than thirty (30) days after possession is taken, to elect to, terminate this Space Sublease.

(A) If such election to terminate this Space Sublease is made by Tenant, the provisions for the taking of the whole shall govern, or:

(B) If such election to terminate is not made, this Space Sublease shall continue and Landlord shall be entitled to the condemnation proceeds and the Base Rent shall be reduced in the same proportion that the rentable square footage of the Premises, as referenced in this Space Sublease, taken bears to the rentable square footage of the Premises originally leased, and the Landlord shall, upon receipt of the award in condemnation make all necessary repairs or alterations to the Premises in which the Space Sublease is located so as to constitute the portion of the building not taken a completed architectural unit. In any event, Landlord shall make the necessary repairs to the Premises, as referenced in this Space Sublease, in a manner and condition whereby Tenant can reasonably conduct its business from within the Premises.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01 DEFAULT OF TENANT

Each of the following, but not limited thereto, shall be deemed a default by Tenant and a breach of this Space Sublease:

(A) A failure in the payment of the monthly Base Rent for a period of two (2) consecutive months shall be considered a material breach and default under the terms of this Space Sublease.

(B) A failure in the performance of any covenant or conditions on the part of Tenant to be performed, for a period of sixty (60) days after the service of notice thereof by Landlord, provided, however, that no default on the part of Tenant shall be deemed to exist as the result of failure to complete said covenant or conditions, if said covenant or conditions are modified before the end of such sixty (60) day period, or Tenant has begun to rectify the same, and thereafter prosecutes the curing thereof to completion with diligence and continuity.

(C) The filing of a case, by or against Tenant, for any relief under the Federal Bankruptcy Code 1978, as now or hereafter amended or supplemented, or its successor, or the filing of any case by or against Tenant under any future bankruptcy act for the same or similar relief.

(D) The dissolution, or the commencement of any action or proceeding for the dissolution or for liquidation, of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of Tenant.

(E) The taking possession of the property of Tenant by any governmental office or agency to statutory authority for the dissolution or liquidation of Tenant.

(F) The making by Tenant of a general assignment for the benefit of creditors.

(G) The vacation or abandonment of the Premises, as referenced in the Space Sublease, by Tenant for a period exceeding forty (40) consecutive days.

Section 10.02 REMEDIES OF LANDLORD

In the event of any default of Tenant as above provided, Landlord shall have the following rights or remedies, in addition to any rights or remedies that may be given to Landlord by statute, law or otherwise:

(A) To immediately re-enter and re-let the Premises, as referenced in the Space Sublease, in Landlord's name, at such price and on such terms as Landlord in its sole and absolute discretion deem fit, subject to any obligations Landlord may have to mitigate Tenant's damages.

(B) In the event of a material breach by Tenant that results in a default as identified in Section 10.01, Tenant shall remain liable to pay Landlord, and shall promptly pay Landlord:

(1) All past due rent,

(2) The present value, computed at a discount rate of six percent (6%) per annum, of all future rents which Tenant will owe Landlord under this Sublease, and

(3) All direct and indirect costs, fees and damages incurred or suffered by Landlord as a direct and foreseeable result of such default, including without limitation, all legal costs and actual attorney's fees.

ARTICLE XI
GENERAL PROVISIONS

Section 11.01 WAIVER OF BREACH

No failure by either Landlord or Tenant to insist upon strict performance by the other of any covenant, agreement, term or condition of this Space Sublease, or to exercise any right or remedies consequent upon breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Space Sublease but each and every covenant, condition, agreement and term of this Space Sublease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 11.02 ENTIRE AGREEMENT DISCLOSURES

(A) This agreement supersedes all other prior agreements and understanding between the Parties and may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the Parties against whom the same is sought to be enforced.

(B) If any provision of this Space Sublease, the deletion of which would not be adversely affect the receipt of any material benefit by either Party, shall be held unenforceable or invalid to any extent, the remaining provisions shall not be affected and shall be valid and enforceable.

Section 11.03 CONSTRUCTION OF SUBLEASE

Words of any gender used in this Space Sublease shall be held to include any other gender and words of the singular number shall be held to include the plural when the sense requires.

Section 11.04 NOTICES

Any notices or demand which under the terms of this Space Sublease or any stature must be given or made by the Parties hereto, shall be in writing and given or made by mailing the same by registered or certified mail address to the other Party as follows:

Landlord: 5600 N. CUNNINGHAM
RD. PALMER, AK 99654

Tenant: **Suilnua, LLC**
PO BOX 872468
WASILLA, AK 99687

Tenant's Counsel: **Jana D. Weltzin**

JDW, LLC
3003 Minnesota Drive, Suite 201
Anchorage, Alaska 99503
jana@jdwcounsel.com

Either Party may, however designate in writing such new or other address to which such notice or demand shall thereafter be given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States mail at any general branch post office, and mailed by registered or certified prepaid mail.

Section 11.05 HAZARDOUS MATERIALS

Tenant shall keep the Premises, as referenced in the Space Sublease, free of any and all hazardous materials. Tenant shall neither release upon the Premises nor cause nor permit the Premises to be used to manufacture, process, transport, store, handle or dispose of hazardous materials except in compliance with all applicable laws and other governmental requirements. For purposes of this Space Sublease, the term "Hazardous Material" shall not be interpreted to include the following compounds / chemicals / materials: CO2, hydrogen peroxide, bleach, butane, 100% proof alcohol, plant nutrients and pesticides allowed under Alaska State Law, flushing compounds, and other materials, chemicals and compounds that are generally used in the commercial marijuana cultivation and manufacturing general business practices. Tenant shall defend, indemnify and hold harmless Landlord and all of its affiliated parties against any claims, costs and liabilities related to the presence of hazardous materials claimed to have been released by the Tenant or for the claimed breaches by Tenant of any law or governmental requirement concerning the presence or release of hazardous materials. The term "hazardous materials" includes without limitation: flammable explosives, radioactive materials and hazardous and toxic substances as defined in any state and local law regulation.

Section 11.06 ESTOPPEL CERTIFICATE

Tenant shall at any time and from time to time upon not less than twenty (20) days prior request by Landlord, provide a statement in writing certifying that this Space Sublease is in full force and effect and if modified, stating the modification and the dates to which the Base Rent(s) and any other charges have been paid in advance. It is intended that any prospective purchaser, assignee or encumbrance of the Premises may rely upon such statement delivered pursuant to this Section 11.06.

Section 11.07 EXCUSE FOR NON-PERFORMANCE

Either party hereto shall be excused from performing any or all of its obligations hereunder with respect to any repair work required under the terms of this Space Sublease for such times the performance of such obligations is prevented or delayed by an act of God, floods, explosion, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions by labor unions, or laws or order of

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governmental agencies, or any other cause whether similar or dissimilar to the foregoing which is not within the reasonable control of such Party.

Section 11.08 BROKERS

No Brokers were used in connection to this Space Sublease.

Section 11.09 EXCLUSIVE JURISDICTION/VENUE

In the event that a question, dispute or requirement for interoperation or construction should arise with respect to this Space Sublease, jurisdiction and venue therefore shall lie exclusively with the courts of the Third Judicial District for the State of Alaska, at Anchorage, Alaska, unless a non-appealable federal of Alaska state law should require contrary.

Section 11.10 TIME OF ESSENCE

Time is of the essence of each and every provision hereof.

Section 11.11 BINDING EFFECT

This Space Sublease shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, successors and assigns.

Section 11.12 EFFECTIVE DATE

The Space Sublease shall be effective the instant the dated signatures of Landlord and Tenant are affixed hereto.

IN WITNESS WHEREOF, the parties have executed this Space Sublease the day and year set opposite their respective signatures.

LANDLORD: Nlaka'Pamux, LLC

By:_____ **Date:** 2-14-17

TENANT: Suilnua, LLC

By:_____ **Date:** 2-14-17

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