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REAL ESTATE SUB-SUB LEASE

This Sub-Sublease Agreement (this "Sublease") is dated 8/12/2021, 2021 by and between Will's World, LLC ("Sub-Sublessor" hereinafter referred to as "Sublessor"), and JJH Holdings, LLC DBA Will's World ("Sub-Sublessee" hereinafter referred to as "Sublessee"). The parties agree as follows:

PREMISES. Sublessor in consideration of the lease payments provided in this Sublease, leases to JJH Holdings, LLC DBA Will's World a portion of (the "Premises"), identified as "Will's World Concentrates", located at 12151 E Palmer-Wasilla Hwy, Unit 1c, Palmer, AK 99645.

TERM. The sublease term will begin upon approval by the MCB board and effectuation of the marijuana concentrate license transfer from Will's World, LLC and will terminate on February 28, 2026 with an automatic renewal term of three (3) years unless noticed by sublessee 30 days in advance that it does not wish to renew.

LEASE PAYMENTS. Sublessee shall pay to Sublessor monthly installments of $2000.00 payable on the first day of each month. The renewal term rental rate shall be 5% more than the initial rental term rate.

POSSESSION. Sublessee shall be entitled to possession on the first day of the term of this Sublease and shall yield possession to Sublessor on the last day of the term of this Sublease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Sublessee may use the Premises for the commercial marijuana concentrate manufacturing and sales. The Premises may be used for any other purpose only with the prior written consent of Sublessor, which shall not be unreasonably withheld. Sublessee shall notify Sublessor of any anticipated extended absence from the Premises not later than the first day of the extended absence.

LATE PAYMENTS. For any payment that is not paid within 15 days after its due date, Sublessee shall pay a late fee of $250.00.

UTILITIES: Utilities are to be paid by the Sublessee.

HOLDOVER. If Sublessee maintains possession of the Premises for any period after the termination of this Sublease ("Holdover Period"), Sublessee shall pay to Sublessor lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Sublease.

CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Sublessee shall be charged $100.00 for each check that is returned to Sublessor for lack of sufficient funds.

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REMODELING OR STRUCTURAL IMPROVEMENTS. Sublessee shall have the obligation to conduct any construction or remodeling (at Sublessee's expense) that may be required to use the Premises as specified above. Sublessee may also construct such fixtures on the Premises (at Sublessee's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Lessor, Squarepeg Services, which shall not be unreasonably withheld. Sublessee shall not install awnings or advertisements on any part of the Premises without Lessors prior written consent. At the end of the lease term, Sublessee shall be entitled to remove (or at the request of Lessor shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Sublease.

ACCESS BY SUBLESSOR AND LESSOR TO PREMISES. Subject to Sublessee's consent (which shall not be unreasonably withheld), Sublessor and/or Lessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Sublessor and/or Lessor does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Sublessor and/or Lessor may enter the Premises without Sublessee's consent. During the last three months of this Sublease, or any extension of this Sublease, Sublessor and/or Lessor shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. During any entry by Sublessor and/or Lessor or its agents on the premises, Sublessor and/or Lessor agents or employees shall be over the age of 21 and shall comply with Sublessee's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Sublessee agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Sublessor and/or Lessor have more than five persons enter the premises.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Sublessee agrees to indemnify, hold harmless, and defend Sublessor and/or Lessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Sublessor may suffer or incur in connection with Sublessee's possession, use or misuse of the Premises, except Sublessor and/or Lessor acts or negligence.

COMPLIANCE WITH REGULATIONS. Sublessee shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Sublessee shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Sublessee nor anyone claiming through the Sublessee shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Sublease constitutes notice that such liens are invalid. Further, Sublessee agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Sublessee.

INSURANCE. Sublessee shall maintain fire and extended coverage insurance on the leased premises in such amounts as Lessor shall deem appropriate. Sublessee shall name Squarepeg Services as additionally insured. Sublessee 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

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leased premises. If the leased premises are damaged by fire or other casualty resulting from any act or negligence of Sublessee or any of the Sublessees agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair and Lessee shall be responsible for the costs of repair not covered by insurance. Lessor shall maintain fire and extended coverage insurance on the leased premises in such amounts , as Lessor shall deem appropriate. Sublessee 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 leased premises. Sublessee shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the property and the business operated by Sublessee on the property. The coverage shall include a broad form general liability endorsement. The policy will include a clause that Sublessee will not cancel or change the insurance without first giving Lessor ten (10) days prior written notice. Sublessee shall provide Lessor with current Certificates of Insurance evidencing Sublessee's compliance with this section.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

DEFAULT. In the event of a default, Sublessor shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

SUBLESSOR:

Will's World, LLC
3880 North Snowgoose Drive
Wasilla, Alaska 99654

SUBLESSEE:

JJH Holdings, LLC
PO Box 231008
Anchorage, AK 99523

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Sublease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Sublease. This Sublease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

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SEVERABILITY. If any portion of this Sublease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Sublease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

LEGAL REPERSENTATION. JDW Counsel has prepared this lease agreement as a matter of convenience but has not advised either party as to the legal obligations and consequences due to the conflicts of interests and prior representation of certain members/shareholders. Therefore, it advised that the parties obtain and receive independent legal advice prior to executing this agreement. JDW Counsel represents both parties and therefore conflicted out of providing legal advise to either party and has prepared this based on the direction of the parties, with the understanding that both parties will secure independent legal counsel prior to signing this agreement.

WAIVER. The failure of either party to enforce any provisions of this Sublease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Sublease.

BINDING EFFECT. The provisions of this Sublease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

SUBLESSOR:

Will's World, LLC

BY: DocuSigned by: William Little B3D59324ADE44A9...

Managing Member, William Little

DocuSigned by: Dayle Little B3D59324ADE44A9...

Managing Member, Dayle Little

SUBLESSEE:

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JJH Holdings, LLC
BY:

DocuSigned by:
Josh Hunter
370C5EB6D5694DD...

Managing Member, Joshua Hunter

I, Allen Chadwick, Member of Squarepeg Services, LLC, owner of the property located at 12151 Palmer-Wasilla Hwy, 1C, Palmer, Alaska 99645. hereby agree to allow Will's World, LLC to sublease a portion of 12151 Palmer-Wasilla Hwy, 1C, Palmer, Alaska 99645, to JJH Holdings, LLC for the purposes referred to in this sublease agreement.

Dated this 1st day of July, 2021.

DocuSigned by:
Allen Chadwick
ECBC858D50174F1...

Allen Chadwick – Member of Squarepeg Services, LLC

RENEWAL TERM FOR SUBLEASE AGREEMENT

THIS RENEWAL TERM is entered into between Lessor and Lessee effective as of the 1st day of May, 2020 under the Lease Agreement originally dated May 8th, 2017, related to the property commonly known as 12151 E. Palmer-Wasilla Hwy, Unit 1C, Palmer, Alaska 99645.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LANDLORD AND TENANT, THE PARTIES HEREBY AGREE THAT THE LEASE IS RENEWED AS FOLLOWS.

5. **Term and Right to Renew**: The renewal term of this Lease shall commence May 1st, 2020 and shall terminate three (3) years from the commencement date of this Amendment to the Lease Agreement.

Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the May 1st, 2017 Lease Agreement and any amendments thereto remain in full force and effect.

DATED effective as of the year and date above set forth.

Lessor:
Bill Little

By: Bill Little
Bill Little

Lessee:
Will's World, LLC

By: Dayle Little
Dayle Little – its Managing Member

By: William Little
William Little – its Managing Member

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REAL ESTATE SUB LEASE

This Sub Lease Agreement (this "Sub Lease") is dated May 8 2017, by and between Bill Little ("Sub-Lessor "), and Will's World, LLC ("Sub Lessee"). The parties agree as follows:

PREMISES. Sub-Lessor, in consideration of the lease payments provided in this Sub Lease, leases to Will's World, LLC (the "Premises") located at 12151 E. Palmer-Wasilla Hwy Unit 1C, Palmer, AK 99645.

TERM. The lease term will begin on MAY 1, 2017 and will terminate on MAY 1, 2019.

LEASE PAYMENTS. Sub-Lessee shall pay to Sub-Lessor monthly installments of One Thousand Dollars ($1,000.00). Payable in advance on the first day of each month. Sub-Lessor grants Sub-Lessee the option to renew this lease on an annual basis. Lease payments shall be made to the Sub-Lessor at 12151 E. Palmer-Wasilla Hwy Unit 1C, Palmer, AK 99645 which address may be changed from time to time by the Sub-Lessor.

POSSESSION. Sub-Lessee shall be entitled to possession on the first day of the term of this Sub-Lease, and shall yield possession to Sub-Lessor on the last day of the term of this Sub-Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Sub-Lessee shall remove its goods and effects and peaceably yield up the Premises to Sub-Lessor in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Sub-Lessee may use the Premises only for Production and Cultivation of marijuana and marijuana product and all legal endeavors. The Premises may be used for any other purpose only with the prior written consent of Sub-Lessor, which shall not be unreasonably withheld.
Sub-Lessee shall notify Sub-Lessor of any anticipated extended absence from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Sub-Lessee shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Sub-Lessee may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Sub-Lessor which shall not be unreasonably withheld. Sub-Lessee shall not install awnings or advertisements on any part of the Premises without Sub-Lessor 's prior written consent. At the end of the lease term, Sub-Lessee shall be entitled to remove (or at the request of Sub-Lessor shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

COMPLIANCE WITH REGULATIONS. Sub-Lessee shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Sub-Lessee shall not by this provision be required to make alterations to

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the exterior of the building or alterations of a structural nature. Sub-Lessee shall remain in compliance with the Marijuana Control Board regulations. Sub-Lessor shall not take control of the premise or marijuana product in the event Sub-Lessee abandons the property, Sub-Lessor agrees to immediately contact AMCO and local law enforcement and obtain guidance on how to handle any marijuana or marijuana product left in the premises.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

NOTICE. Notices under this Sub Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

SUB-LESSOR:

Bill Little
12151 E. Palmer-Wasilla Hwy Unit 1C
Palmer, AK 99645

SUB-LESSEE:

Will's World, LLC
Bill Little
12151 E. Palmer-Wasilla Hwy Unit 1C
Palmer, AK 99645

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Sub Lease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Sub Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Sub Lease. This Sub Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Sub Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Sub Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Sub Lease.

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BINDING EFFECT. The provisions of this Sub Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

SUB-LESSOR :

Bill Little

Bill Little

Sub-Lessee:

Bill Little

Will's World, LLC
Bill Little – Managing Member

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Addendum to Commercial Lease Agreement

This addendum to the Commercial Lease Agreement (hereinafter referred to as the "Lease") is made this April 20, 2020, by and between Squarepeg Services, LLC (hereinafter referred to as "Lessor") and William Little (hereinafter referred to as" Lessee"). Lessor is the owner of land and improvements commonly known and numbered as 12151 Palmer-Wasilla Hwy, #C and designated area and legally described as follows: Hanscenic Est Block 1 Lot 8.

Term.
A. Lessor hereby extends the lease for the leased premises to Lessee, and Lessee hereby leases the leased premises from Lessor, beginning February 29, 2020 and ending March 1, 2022.

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have executed this Alaska Commercial Lease as of the day and year first above written.

Harmony Chadwick 04/20/2020 Lessor

William Little Lessee

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Commercial Lease Agreement

This Commercial Lease Agreement (hereinafter referred to as the "Lease") is made this *15th day of February*, by and between Squarepeg Services, LLC (hereinafter referred to as "Lessor") and *William Little* (hereinafter referred to as" Lessee"). Lessor is the owner of land and improvements commonly known and numbered as *12151 Palmer-Wasilla Hwy, 1C 4800 Sq Ft Shop* and legally described as follows: Hanscenic Est Block 1 Lot 8

Lessor desires to lease the leased premises to Lessee, and Lessee desires to lease the leased premises from Lessor for the term, at the rental, and upon the covenants, conditions, provisions, and obligations set forth below.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, the parties agree as follows:

1. **Term.**
   A. Lessor hereby leases the leased premises to Lessee, and Lessee hereby leases the leased premises from Lessor, for an "Initial Term" beginning *March 1, 2017* and ending *February 28, 2020*. Lessor shall use its best efforts to give Lessee possession as nearly as possible at the beginning of the Lease term. If Lessor is unable to timely provide the leased premises, rent shall abate for the period of delay. Lessee shall make no other claim against Lessor for any such delay.
   B. Lessee also has a right for the benefit of Lessee, its employees, agents, and invitees, for access to and from the leased premises through and over the property of Lessor adjoining the leased premises and to use those parts of the leased premises designated by Lessor for use by Lessee, including but not limited to toilets, elevators, and unrestricted parking areas, if any.
2. **Option to Renew ~~Renewal~~.**
   ~~Lessor and Lessee may agree to renew the Lease for a mutually determined amount of time~~Lessee has the right, as long as Lessee is not in breach or default of this Lease, to exercise the option to renew this Lease for two (2) additional Terms. Said additional Terms may be subject to a rent rate increase, at the discretion of Lessor, such increase shall not surpass more than 8% of the previous Term rental rate.
3. **Holdover.**
   A. In the event Lessee shall holdover after the expiration of the term of this Alaska Commercial Lease, ***with the consent of Lessor***, express or implied, such tenancy shall be from month to month only, and shall not constitute a renewal of this Alaska Commercial Lease. Further, in the event of such a holdover, Lessee agrees to pay rent and other charges as provided herein, and to comply with all covenants, conditions, provisions, and obligations of this Alaska Commercial Lease for the period of time that Lessee holds over. Further, in the event of such a holdover, Lessee shall be entitled to possession until Lessor gives Lessee ten (30) days notice that such month-to-month tenancy shall be terminated.
   B. In the event Lessee shall holdover after the expiration of the term of this Alaska Commercial Lease, ***without the consent of Lessor***, express or implied, Lessee shall be construed to be a tenant at sufferance at double the rent herein provided, prorated daily until Lessor receives actual possession of the leased premises.

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C. In the event Lessor provides Lessee with a lawful Notice of Termination and Lessee shall holdover beyond the expiration of the notice period provided in such notice, then Lessee shall be deemed to be holding over without the consent of Lessor.

4. **Rental.**

A. Lessee agrees pay to Lessor rental in the sum of *Two Thousand Dollars* ($ *2000.00*) per month. Each installment payment shall be due and payable in advance and without demand on the first day of each calendar month. Payment shall be made at the following address *PO Box 2562, Palmer, AK 99645*, or at such other place that Lessor shall designate in writing to Lessee.

B. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

C. Lessee shall pay the rent when due, without setoff or deduction.

D. In the event that Lessor accepts payment from Lessee for an amount less than the full amount due, such lesser amount shall be treated as payment on account.

E. In the event that Lessor accepts a check from Lessee for an amount less than the full amount due, and such check contains an endorsement or statement thereon that such lesser amount is payment in full, such endorsement or statement shall be of no force or effect, and Lessor may accept and negotiate such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

5. **Security Deposit.**

A. At the same time as Lessee pays the first rental installment, Lessee shall deposit with Lessor a "Security Deposit" in the amount of *Two Thousand Dollars* ($ *2000.00*) Lessor shall hold such funds, in compliance with the laws of the State of Alaska, as security for the full faith and performance by Lessee of all the terms, covenants, and conditions of this Alaska Commercial Lease. Lessor shall apply such funds to all damages and expenses allowed by the laws of the State of Alaska, and shall return such funds, or such portion of said funds as are not applied to damages and expenses, to Lessee at the end of this Alaska Commercial Lease, all in accordance with the laws of the State of Alaska.

B. In the event Lessor sells the property made the subject of this Alaska Commercial Lease, Lessor shall transfer Lessee's security deposit to the purchaser of the property, who shall hold the security deposit under the terms of this Alaska Commercial Lease, and Lessor shall be released from all liability for the return of such security deposit to Lessee.

6. **Landlord's Lien.**

A. Lessee acknowledges that Lessor has the right, to the full extent allowed by Alaska law, to hold and sell with due legal notice all property on or to be brought on the leased premises in order satisfy unpaid rent, expenses, and utilities.

B. Lessee shall not remove, cause to be removed, or allow to be removed, any property brought onto the leased premises, other than in the ordinary course of business, so long as Lessee is in default in the terms of this Alaska Commercial Lease. However, this Section 6 shall not apply to any marijuana or marijuana products in the facility. If Section 6 comes into effect, Landlord shall immediately contact the Alaska Marijuana Control Office ("AMCO") and notify them of the product/marijuana and request that AMCO agents remove all marijuana and any marijuana waste, or products from the premises. Any Lessor agent or employee

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who enters the facility must comply with the Lessee's visitor policy, as required by the Alaska Marijuana Control Board Regulations and be over the age of 21.

7. **Late Charges.**

Lessee shall pay to Lessor a late charge in the amount of *Twenty-five* Dollars ($ *25*) if Lessor has not received the full amount of rent due within *5* Business days after the date any rent installment is due.

8. **Use of Premises.**

A. At such time as Lessee occupies the leased premises, or installs fixtures, facilities, or equipment, Lessee shall be deemed to have accepted the leased premises and to acknowledge that the leased premises are in the condition required by this Alaska Commercial Lease. Lessor is aware the Premises will be used for the purpose of conducting a licensed marijuana facility.

B. Lessee acknowledges that Lessee has examined and knows the condition of the leased premises, and has received the same in good order and repair.

C. Lessee agrees:

1) To use the leased premises only for the following purposes: Any business related activity not in violation of State or Borough regulations.

2) To surrender the leased premises to Lessor at the end of the term, or any renewal, without the necessity of any notice from either Lessor or Lessee to terminate the same, and Lessee hereby expressly waives all right to any notice which may be required under any laws now in force or hereafter enacted.

3) To surrender possession of the leased premises at the expiration of this Alaska Commercial Lease without further notice to quit, in as good condition as reasonable use will permit.

4) To keep the leased premises in good condition and repair at Lessee's own expense, except repairs which are the duty of Lessor.

5) To perform, fully obey, and comply with all ordinances rules, regulations, and laws of all public authorities, boards, and offices relating to the use of the leased premises.

6) To not make any occupancy of the leased premises

a. contrary to law,

b. contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction over the leased premises, or

c. that is injurious to any person or property.

7) To not permit any waste or nuisance.

8) To not use the leased premises for living quarters or residence.

D. Lessee shall pay for any

1) Expense, damage, or repair occasioned by the stopping of waste pipes or overflow from bathtubs, closets, washbasins, basins, or sinks, and

2) Damage to window panes, window shades, curtain rods, wallpaper, furnishings, or any other damage to the interior of the leased premises.

E. Upon the termination of this Alaska Commercial Lease, Lessee shall remove any and all signs placed upon or about the leased premises; and Lessee shall repair any damage to the leased premises caused by placement or removal of the signs.

F. Lessee shall keep the sidewalks, if any, in front of or adjoining the leased premises clean and in a slightly and sanitary condition, at all times.

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G. Lessee shall make all repairs to the leased premises, at Lessee's own expense, except for the following repairs, which shall be the responsibility of Lessor, provided that the need for such repair did not arise from nor were they caused by the negligence or willful act of Lessee, its agents, officers, employees, licensees, invitees, or contractors:

_____. If Lessor pays for any repair that is the responsibility of Lessee, Lessee shall reimburse Lessor for such amount.

H. Lessee shall give Lessor notice of the necessity for any repair for which Lessor is responsible.

I. Notwithstanding the forgoing, Lessee shall not use the leased premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

9. **Hazardous Materials.**

Any fuel or oil stored on the Premises shall be stored so as to prevent the discharge of such hazardous substance from entering any ground or surface waters or adjacent waters. Lessee shall promptly clean or mop up any fuel or oil spilled on or about the Premises, including adjacent rights-of-ways and easements. If Lessee's use of the Premises results in hazardous materials being on or about the Premises, Lessee shall have materials and equipment available at all times sufficient to contain and clean up and such substances.

Lessee shall strictly comply with all applicable laws, ordinances or regulations respecting the handling, containment and cleanup of discharges or releases of Hazardous Materials. In the event of a discharge or release of a hazardous material resulting from or related in any way to Lessee's activities in, on, or about the Premises, Lessee shall (a) promptly and completely clean up the discharge or release, in strict compliance with applicable laws, ordinances or regulations, and (b) defend, indemnify and save Lessor harmless from all consequences thereof, including but not limited to third-party claims for damages, the costs of local, state or federal remedial or compliance actions, whether informal or formal, all clean up and remediation costs needed to restore the site to its previous condition, and full reasonable, actually attorney's fees.

If, during the term of the Lease, any Hazardous Materials are released or discharged on or from the Premises to, on, or about the Premises or other properties, including but not limited to the surface of subsurface waters adjacent to the Premises, Lessee shall indemnify, defend, and h old the Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, but not limited to costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restorative work required by any federal or state agency due to the presence of Hazardous Materials in the soil or groundwater or surface waters on or under the premises or adjacent to the Premises, whether such losses arise during or after the term of this Lease, but only to the extent that such release or discharge is not caused by the sole fault of the Lessor or its agents, representatives, contractors or employees.

As used in the Lease, the term "Hazardous Materials" includes, but is not limited to, oil or petroleum fractions; asbestos; polychlorinated biphenyls (PCBs); any substance defined or listed by the Sate of Alaska or the Environmental Protection Agency as a hazardous substance.

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10. **Sublease and Assignment.**
Lessee shall not sublease all or any part of the leased premises, or assign this Alaska Commercial Lease in whole or in part, voluntarily or involuntarily, without Lessor's prior written consent. Lessor shall not unreasonably withhold or delay such consent.

11. **Alterations and Improvements.**
A. Lessee shall make no changes, improvements, alterations, or additions to the leased premises unless such changes, improvements, alterations, or additions:
1) Are first approved in writing by Lessor. Lessor shall not unreasonably withhold approval.
2) Are not in violation of restrictions placed on Lessor by lenders or other third parties.
3) Will not materially alter the character of the leased premises.
4) Will not substantially lessen the value of the leased premises.
5) Are made in a workmanlike manner, utilizing good quality materials.
B. Lessee 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.
C. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease term or placed or installed on the leased premises by Lessee thereafter, shall remain Lessee's property free and clear of any claim by Lessor. Lessee shall have the right to remove the same at any time during the term of this Alaska Commercial Lease provided that all damage to the leased premises caused by such removal shall be repaired by Lessee at Lessee's expense.
D. All improvements made by Lessee to the leased premises which are so attached to the leased premises that they cannot be removed without material injury to the leased premises, shall become the property of the Lessor upon installation.
E. Not later than the last day of the Term, Lessee shall, at Lessee's sole expense
1) Remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, movable paneling, partitions, and the like,
2) Repair all injury done by or in connection with the installation or removal of such property and improvements, and
3) Surrender the leased premises in as good condition as they were at the beginning of the Term, reasonable wear and tear excepted.
F. All property remaining on the leased premises after the last day of the Term of this Alaska Commercial Lease shall be conclusively deemed abandoned and may be removed by Lessor. Lessee shall reimburse Lessor for the cost of such removal.

12. **Property Taxes.**
A. Lessor shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the leased premises, and all personal property taxes with respect to Lessor's personal property, if any, on the leased premises.
B. Lessee shall be responsible for paying all personal property taxes with respect to Lessee's personal property at the leased premises.

13. **Lessor Not Liable for Injury or Damage.**

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A. Lessor shall not be liable for any injury or damage to any person or to any property at any time on the leased premises arising from any cause whatsoever that may, at any time, exist from the use or condition of the lease premises.
B. Lessee shall indemnify and hold Lessor harmless, including the payment of reasonable and necessary litigation defense costs, from any and all claims asserted for any injury or damage to any person or to any property at any time on the leased premises arising from any cause whatsoever that may, at any time, exist from the use or condition of the lease premises.

14. **Insurance.**

A. Lessor shall maintain fire and extended coverage insurance on the leased premises in such amounts as Lessor shall deem appropriate. Lessee 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 leased premises.
B. If the leased premises are damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.
C. Lessor shall maintain fire and extended coverage insurance on the leased premises in such amounts, as Lessor shall deem appropriate. Lessee 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 leased premises.
D. Lessee shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the property and the business operated by Lessee on the property. The coverage shall include a broad form general liability endorsement. The policy will include a clause that Lessee will not cancel or change the insurance without first giving Lessor ten (10) days prior written notice.
E. Lessee shall provide Lessor with current Certificates of Insurance evidencing Lessee's compliance with this Paragraph.

15. **Utilities.**

A. Lessee shall pay for all charges for utilities for the premises, except for the following, which Lessor shall pay: *snow removal of common areas*.
B. In the event that Lessee fails to pay the utilities when due, Lessor shall enforce payment in the same manner as rent in arrears.
C. In the event that any utility or service provided to the leased premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Lessee shall pay such amounts within fifteen (15) days of invoice.
D. Lessee acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or which may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other Lessees.

16. **Signs.**

A. With Lessor's prior consent, Lessee shall have the right to place on the leased premises, at locations selected by Lessee, any signs which are permitted by applicable zoning ordinances and private restrictions. Lessor may refuse consent to

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any proposed signage that is in Lessor's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the leased premises or use of any other Lessee.

B. Lessor shall assist and cooperate with Lessee in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Lessee to place or construct the foregoing signs.

C. Lessee shall repair all damage to the leased premises resulting from the removal of signs installed by Lessee.

17. **Entry by Lessor.**

Lessor, its agents, and employees, shall have the right to enter upon the leased premises at reasonable hours for any lawful purpose, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the leased premises.

18. **Parking.**

A. Lessee shall have the non-exclusive use in common with Lessor, other Lessees of the leased premises, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor.

B. Lessor reserves the right to designate parking areas within the leased premises or in reasonable proximity thereto, for Lessee and Lessee's agents and employees. Lessee shall provide Lessor with a list of all license numbers for the cars owned by Lessee, its agents and employees.

C. Separated structured parking, if any, located about the leased premises is reserved for Lessees of the leased premises who rent such parking spaces. Lessee hereby leases from Lessor *all* spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Lessee of such spaces, Lessee shall pay a monthly rental of *N/A* Dollars ($ *N/A*) per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

19. **Rules.**

Lessee will comply with the rules of the leased premises adopted and modified by Lessor from time to time and will cause all of its agents, employees, invitees and visitors to do so. All changes to such rules will be sent by Lessor to Lessee in writing. The initial rules for the Leased premises are attached hereto as Exhibit "A" and incorporated herein for all purposes.

20. **Default.**

A. Each of the following shall be deemed an event of default:

1) Default in the payment of rent or other payments called for in this Alaska Commercial Lease.

2) Lessee's default in the performance or observance of any covenant or condition of this Alaska Commercial Lease.

3) Abandonment of the leased premise by Lessee.

4) Filing or execution or occurrence of:

a. Filing a Petition in Bankruptcy by or against Lessee.

b. Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.

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c. Adjudication of Lessee as a bankrupt or insolvent, or insolvency in the bankruptcy equity sense.

d. Assignment for the benefit of creditors whether by trust, mortgage, or otherwise.

e. Petition or other proceeding by or against Lessee for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Lessee with respect to all or substantially all its property.

f. Petition or other proceeding by or against Lessee for its dissolution or liquidation, or the taking of possession of the property of Lessee by any governmental authority in connection with dissolution or liquidation.

B. If an event of default shall be made by any party to this Alaska Commercial Lease, the other party, prior to the institution of legal proceedings, Lessor shall provide written notice to the defaulting party as follows;

1) The other party shall give written notice to the defaulting party any of the following methods:

a. Hand delivery,

b. U.S. Certified Mail, Return Receipt Requested,

c. Only if Lessee is the defaulting party, by posting the written notice on the front door of the leased premises.

2) The written notice shall set forth the nature of the alleged default tin the performance of the terms of this Alaska Commercial Lease.

3) The written notice shall contain a description of the actions(s) the defaulting party must perform to cure the alleged default and the date by which the default must be cured.

21. **Termination.**

Without waiving any other right or remedy which Lessor may have pursuant to this Alaska Commercial Lease or Alaska law, when an event of default occurs, and after Lessor shall have given proper notice as described in this Alaska Commercial Lease, Lessor may, at its option, terminate this Alaska Commercial Lease as follows:

A. Lessor shall give notice to Lessee that this Alaska Commercial Lease is terminated upon the date specified in the notice, which date shall not be earlier than ten (10) days after delivery of such notice.

B. The Notice of Termination shall include the character of the default, the address of the leased premises, notification of termination, date on which Lessee must vacate, and Lessor or Lessor's agent's signature.

22. **Acceleration.**

A. In the event that Lessor terminates this Alaska Commercial Lease, the entire remaining balance of unpaid rent for the remaining term of the lease shall accelerate, and the entire sum shall become immediately due and payable.

B. To the extent allowed by Alaska law, Lessor may apply Lessee's security deposit as a partial offset to satisfaction of the accelerated rent.

23. **Repossession.**

Upon termination of this Alaska Commercial Lease as provided therein, or pursuant to statute, or by summary proceedings, or otherwise, Lessor may enter the leased premises, without further demand or notice, and resume possession of the leased premises. Such re-entry, or resumption of possession, or reletting as provided in this Alaska Commercial Lease be deemed to be acceptance or surrender of this Alaska Commercial Lease or a waiver of Lessor's rights or remedies.

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24. **Reletting.**
In the event Lessor terminates this Alaska Commercial Lease, as provided herein, Lessor shall use reasonable efforts to relet the premises.

25. **Damages.**
If Lessor terminates this Alaska Commercial Lease, in any manner, Lessee shall pay to Lessor, without demand or notice, the following:

1) All rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.

2) All future rent and other payments to be due under the terms of this Alaska Commercial Lease to the extent Lessor has not been able to offset same by reletting the leased premises within 30 days of termination.

3) Costs of making all repairs, alterations, and improvements, as well as all costs Lessee relating to the failure of Lessee to maintain the condition of the leased premises during the Term and upon expiration or sooner termination of this Alaska Commercial Lease. Such costs are deemed to be the costs estimated by a reputable architect or contractor selected by Lessor, or the actual amounts expended or incurred by Lessor.

4) Attorneys' fees and other costs.

26. **Lessor's Choice of Remedies.**
If Lessor receives rent after default, of after judgment, or after execution, such receipt shall not deprive Lessor of other actions against Lessee for possession, rent, or damages. All remedies are non-exclusive and can be exercised concurrently or separately.

27. **Quiet Possession.**
Lessor agrees that Lessee, upon performance by Lessee of all of its obligations hereunder, shall have exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the leased premises during the term of this Alaska Commercial Lease.

28. **Mechanics and Other Liens.**
A. At all times, Lessee shall keep the leased premises and improvements thereon free of mechanics and material man's liens and other liens of like nature. At all times, Lessee shall fully protect and indemnify Lessor against all such liens or claims, and shall further fully protect and indemnify Lessor against all attorneys' fees, costs, and expenses growing out of or incurred by reason or on account of any such liens or clams.

B. In the event that Lessee shall fail to fully discharge any such lien or claim, Lessor, at its option, may pay the lien or claim, or any part thereof. Lessor shall have the sole discretion to determine the validity of the lien or claim. Lessee shall pay to Lessor, upon demand, all amounts so paid by Lessor, together with interest at the maximum lawful rate from the date of payment by Lessor until the date of repayment by Lessee. If Lessee fails to pay Lessor upon demand, the amount shall continue to bear interest as described above, interest payable monthly, as additional rent, until the entire amount is fully and finally paid.

29. **Condemnation.**
If any legally, constituted authority condemns the lease premises or such part thereof which shall make the leased premises unsuitable for leasing, this Alaska

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Commercial Lease shall cease when the public authority takes possession, and Lessor and Lessee shall account for rental as of that date.

30. **Subordination.**
Lessee accepts this Alaska Commercial Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the leased premises, or upon the Leased premises and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Alaska Commercial Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Lessor is hereby irrevocably vested with full power and authority to subordinate this Alaska Commercial Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the leased premises, and Lessee agrees upon demand to execute such further instruments subordinating this Alaska Commercial Lease or attorning to the holder of any such liens as Lessor may request. In the event that Lessee should fail to execute any instrument of subordination herein require d to be executed by Lessee promptly as requested, Lessee hereby irrevocably constitutes Lessor as its attorney-in-fact to execute such instrument in Lessee's name, place and stead, it being agreed that such power is one coupled with an interest. Lessee agrees that it will from time to time upon request by Lessor execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this Alaska Commercial 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 charges payable under this Alaska Commercial Lease have been paid, stating that Lessor is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonably require.

31. **Waiver of Nonperformance.**
In the event that Lessee shall fail to perform any covenant, condition, provision, or obligation imposed by Alaska law or by the terms of this Alaska Commercial Lease, and Lessor subsequently fails to exercise any rights under Alaska law or under this Alaska Commercial Lease, such failure shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant, provision, or obligation by Lessor be construed as a waiver of Lessor's rights as to any subsequent nonperformance.

32. **Attorneys' Fees.**
In the event either party shall fail to comply with any of the covenants, conditions, obligations, rules, or regulations imposed by this Alaska Commercial Lease or the laws of the state of Alaska, and suit is brought for damages or enforcement, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs, and expenses incurred in prosecuting these suits.

33. **Notice.**
Any notice required or permitted under this Alaska Commercial Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:
If to Lessor to:
SquarePeg Services, LLC
PO Box 2562, Palmer, AK 99645

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If to Lessee to:
William Little
3880 E Snowgoose Dr.
Wasilla, AK 99654
Lessor and Lessee 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.

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

35. **Successors.**
The provisions of this Alaska Commercial Lease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors and assigns.

36. **Final Agreement.**
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

37. **Governing Law.**
This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska.

IN WITNESS WHEREOF, the parties have executed this Alaska Commercial Lease as of the day and year first above written.

Harmony Chadwick, Member _____ Lessor 3/1/17
William Little _____ Lessee 3/1/17

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Addendum

8. **Use of Premises.**
Lessee to verify all information in regards to Borough Code and Regulations in regards to a cultivation facility and is responsible for verifying the facility meets those codes and regulations.

10. **Alterations and Improvements.**
Lessor may install an outside security camera on the property. Notice will be given prior to installation.

3/1/17

1 Key
2 garage door openers

$2000 Sec Dep.
2000 Rent

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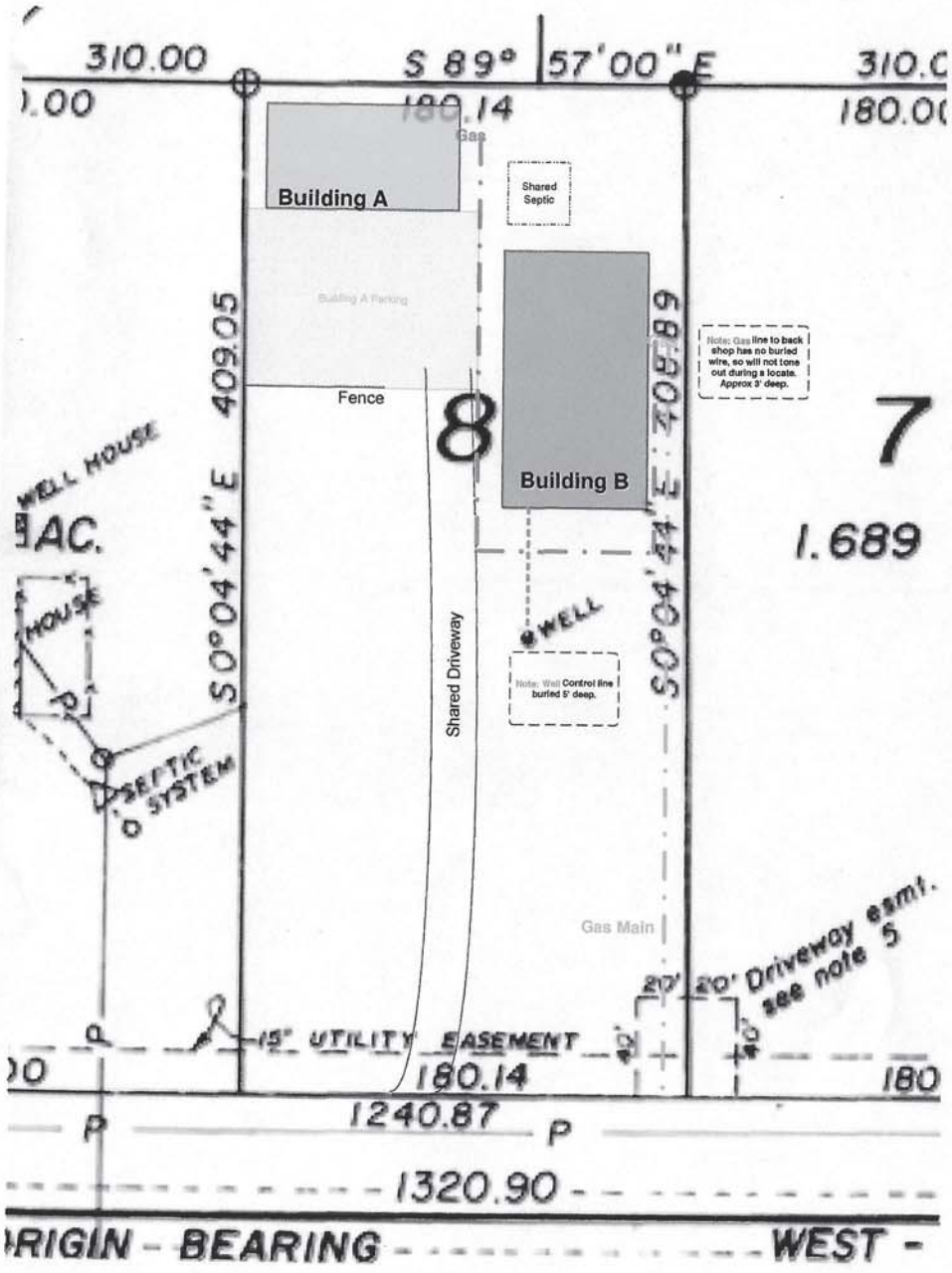

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