REAL ESTATE SUBLEASE

This Real Estate Lease Agreement (" Lease") is dated June 1, 2021, by and between Kenneth John Christiansen ("Sublessor"), and High Society Cannabis, LLC, an Alaska limited liability company ("Sublessee"). The parties agree as follows:

PREMISES. Sublessor, in consideration of the lease payments provided in this Lease, leases to Sublessee (the "Premises") the leased building area and associated parking areas located at 708 Alaska Street, Unit A, Palmer, Alaska 99645. 708 S Alaska St

TERM. The Lease begins once space (Unit A) is available for interior retrofit (projected date of July 1, 2021) and shall be a Two-year (3) term ("Initial Term"). Tenant has the option to renew this Lease in its sole discretion. Tenant shall have two (2) options to renew, each option shall be two (2) years.

BASE RENT. Sublessee shall pay to Sublessor monthly installments of $1,000.00 per month. If payment is not received by the 10th day of the month a late charge of $20.00 per day thereafter will be charged. Sublessor shall give Sublessee written notice of the past due lease payment. If rent is not received by the 15th the Sublessor may give notice of breach, as stated above and Sublessee shall agree to vacate the premise if the breach is not remedied within ten (10) days after written notice.

ADDITIONAL RENT PAID ANNUALLY. In addition to the Base Rent payments noted above, Sublessee shall also pay, on an annual basis ten (10%) percent of the net income produced by High Society Cannabis, LLC that is directly derived from the business operations that take place at the Premises ("Additional Rent"). For purposes of calculating the Additional Rent, Internal Revenue Code Section 280E shall not be considered (for this Lease purposes only) in calculating the Net Income of Sublessee 1. The date of payment for the Additional Rent shall be quarterly (every 3 months) from start of Business date and shall continue every 3 months thereafter. Sublease to provided quarterly reports of "additional Rent" as necessary.

USE OF PREMISES. Sublessee may use the Premises for the licensed commercial retail sales of cannabis.

LANDLORD & TENANT IMPROVEMENTS. Sublessor shall buildout the leasable premises 2 in a manner necessary for its or its Sublessee's intended use. Sublessee shall be responsible for all costs and expenses associated with interior buildout.

ATM. Landlord has any/all rights to ATM machine on property

PARKING. Sublessor shall provide all parking required by Palmer City Code and Regulations for all uses of the property and shall provide ADA compliant accessible spaces if required to do so.

1 Net Income shall be defined as sales minus cost of goods sold, selling, general and administrative expenses, operating expenses depreciation if any, applicable interest, applicable taxes, and all other business expenses necessary(including but not limited too: responsible utilities, software, hardware, security, license fees, monthly service fees, etc),. This definition specifically contemplates that sublessee's federal income tax filing net revenue will be higher than the calculated income stated herein, due to the exclusion of applying IRC Section 280E to the calculation of net income for purposes of calculating Additional Rent.

2 Sublessor's obligation is to build out the footprint of the Premises inside the building located at 708 Alaska Street, Palmer, AK 99645. Sublessor needs to provide for the walls to be built out, electricity to be installed, lighting fixtures, plumbing and sink fixtures, outlets, and any other normal building systems needed for a tenant's retail use.

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UTILITIES AND SERVICES
Sublessor shall ensure all utilities and services are connected to the Premises. Sublessee shall be responsible for its portion (approximately 1/4 of all total utilities consumed) of utilities. Sublessee shall be responsible in full for any telephone and internet services it needs for its intended use.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Sublessor shall pay all of the property's real estate taxes and assessments for the Premises.

PERSONAL & SALES TAXES. Sublessee shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Sublessee's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

PROPERTY INSURANCE. Landlord shall carry standard form extended coverage fire insurance of the building shell and core in the amount of their full replacement value, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate.

DEFAULTS. Sublessee shall be in default of this Lease if Sublessee fails to fulfill any lease obligation or term by which Sublessee is bound. Subject to any governing provisions of law to the contrary, if Sublessee fails to cure any financial obligation within 15 days after receiving written notice (or any other obligation within 30 days) after written notice of such default is provided by Sublessor to Sublessee, Sublessor may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Sublessor's rights to damages. In the alternative, Sublessor may elect to cure any default and the cost of such action shall be added to Sublessee's financial obligations under this Lease. Sublessee shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Sublessor by reason of Sublessee's defaults. All sums of money or charges required to be paid by Sublessee under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". In the event of a default by Sublessee, Sublessor will contact the Alaska Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from facility.
HOLDOVER. If Sublessee maintains possession of the Premises for any period after the termination of this Lease ("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 Lease.
CUMULATIVE RIGHTS. The rights of the parties under this Lease 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.

ACCESS BY SUBLESSOR TO PREMISES. Subject to Sublessee's consent (which shall not be unreasonably withheld), Sublessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, future sublessees or workers. As provided by law, in the case of an emergency, Sublessor may enter the Premises without Sublessee's consent. During the last three months of this Lease, or any extension of this Lease, Sublessor shall be allowed to display the usual "To Let" signs and show the

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Premises to prospective Sublessees. Sublessor must abide by Sublessee's visitor policy and ensure that no agent or prospective Sublessee of Sublessor attempts to enter the property that is under the age of 21, presents a valid state or federal identification card, signs into and out of the visitor's log, visibly wears a visitor badge, and remains in eyesight of a designated agent of Sublessee's at all times. Sublessor may not bring more than 5 persons at a time into the facility per supervising licensee/employee.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Sublessee agrees to indemnify, hold harmless, and defend Sublessor 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's act or negligence.

COMPLIANCE WITH REGULATIONS. Sublessee, or Sublessee's Sublessee, shall promptly comply with all laws, ordinances, requirements and regulations of the state, county, municipal and other authorities, and the fire insurance underwriters. ACKNOWLEDGEMENT OF USE FOR MARIJAUNA COMMERCIAL ACTIVITIES AND WAIVER OF ANY DEFENSES OF ILLEGALITY DUE TO FEDERAL LAW OR VOID FOR PUBLIC POLICY: Sublessor is aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities. The parties are aware that marijuana cultivation and marijuana sale is illegal under federal law and therefore waive all defenses of non- performance of this contract related to defenses such as void for public policy and illegality under federal law.

MECHANICS LIENS/CLAIM OF LIEN. Neither the Sublessee nor anyone claiming through the Sublessee shall have the right to file mechanics liens/claim of lien or any other kind of lien on the Premises and the filing of this Lease 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.

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 Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

SUBLESSOR:
Kenneth John Christiansen
PO Box 3184
Palmer, AK 99645

SUBLESSEE:
High Society Cannabis, LLC
708 Alaska Street, Unit A 708 S Alaska St.
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.

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

ENTIRE AGREEMENT/AMENDMENT. This 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 ofthisLease. ThisLeasemay be modified or amended in writing, if the writing is signed by the party obligated under the Amendment.

SEVERABILITY. If any portion of this 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 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 Lease.

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

Signatures to follow on the next page/

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REAL ESTATE SUBLEASE

Sublessee – High Society Cannabis, LLC

By: Robert Webb Date: June 29 2021

Robert Webb- its Managing Member

By: Lacey Rego Date: 6-29 2021

Lacey Rego – its Managing Member

Sublessor – Kenneth John Christiansen

By: _____ Date: 6-29- 2021

Kenneth John Christiansen

708 S Alaska St

I, Gary Chace, Owner of the property located at 708 Alaska Street, Unit A, Palmer, Alaska 99645. hereby agree to allow Kenneth John Christiansen to sublease a portion of 708 Alaska Street, Unit A, Palmer, Alaska 99645, to High Society Cannabis, LLC for the purposes referred to in this sublease agreement.

708 S Alaska St.

Dated this 1st day of July, 2021.

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Property Owner

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