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AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is entered into between Landlord and Lessee (or Tenant) effective as of the 19th day of November 2021 under that certain Lease originally dated April 26th, 2021, related to the property commonly known as 12111 Horseshoe Drive, Suite 1, Eagle River, Alaska 99577 .

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 AMENDED AS FOLLOWS.

1. **Default**: Lessor 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 licensed premises if Lessee cannot be reached, abandons the property, or similar event.

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.

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

Landlord:
DAVIC PROPERTIES LLC

DocuSigned by:

By: _____
4687B5F9A025484...
Dave Miltersen

DocuSigned by:

By: _____
4B86DEED4CE7488...
Victoria Miltersen

Tenant or Lessee:
CDLW, Inc.

DocuSigned by:

By: _____
4687B5F9A025484...

David Miltersen – Its President

MASTER REAL ESTATE
LEASE

This Real Estate Lease Agreement (" Lease") is dated April 1st, 2021, by and between DAVIC PROPERTIES LLC ("Landlord"), and CDLW, INC, an Alaskan Corporation ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (the "Premises") the land located at 12111 Horseshoe Drive, Eagle River, Alaska 99577.

TERM. The Lease begins on April 1st, 2021 and shall be a two-year (2) term ("Initial Term"), with automatic renewals for two (2) additional two (2) year terms. The parties shall negotiate in good faith to agree upon rent increases for each term. In the event either party opts not to renew this Lease, said non-renewing party shall notice the other not less than thirty (30) days (prior to expiration of the initial term. Either party may terminate the Lease upon substantial breach of this Agreement and prior to written notice to the other party giving a ten (10) day notice to cure the defect to avoid the termination.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $ 2500.— 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. Landlord shall give Tenant written notice of the past due lease payment. On the 15th the Landlord may give notice of breach, as stated above and Tenant shall agree to vacate the premise if the breach is not remedied within ten (10) days.

USE OF PREMISES. Tenant may sublease this property with written consent of the Landlord. Tenant or its subtenant, may use the Premises for the licensed retail sale of cannabis. Tenant shall buildout the premises in a manner necessary for its or its subtenant's intended use. Tenant shall be responsible for all costs and expenses associated with such buildout.

Tenant shall notify Landlord of any anticipated extended absence of 5 days or more from the Premises not later than the first day of the extended absence.

UTILITIES AND SERVICES

Tenant shall be responsible for all utilities and services in connection with the Premises.

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

> REAL ESTATE TAXES. Tenant shall pay pro-rata share of the property's real estate taxes and assessments for the Premises.
>
> PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

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REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant 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. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. All improvements shall belong to Landlord unless the parties agree otherwise in writing.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord 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, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. Landlord must abide by Tenant's visitor policy and ensure that no agent or prospective tenant of Landlord 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 Tenant's at all times. Landlord 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, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. Tenant or Tenant's subtenant 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 COMMERICAL ACTIVITIES AND WAIVER OF ANY DEFENSES OF ILLEGALITY DUE TO FEDERAL LAW OR VOID FOR PUBLIC POLICY: Landlord is aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities. The parties are aware that marijuana sales are 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 Tenant nor anyone claiming through the Tenant 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, Tenant 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 Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction

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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:

LANDLORD:
DAVIC PROPERTIES LLC
12111 Horseshoe Drive, Ste 3
Eagle River, Alaska
99577

TENANT:
CDLW, INC
PO Box 772706
Eagle River, Alaska
99577

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 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 of this Lease. This 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 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.

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Tenant –CDLW, INC

By: _____ Date: April 26th ,2021
Christopher Thomas Shill
Director, Secretary, Shareholder

By: _____ Date: 4/26 ,2021
David Peder Miltersen
Director, President, Shareholder

By: _____ Date: 4/26 ,2021
Lonn Michael Goldbeck
Director, Shareholder

By: _____ Date: April 26th ,2021
Walter Adolphs
Director, Shareholder, Treasurer

Landlord – DAVIC PROPERTIES LLC

By: _____ Date: 4/26 ,2021
Dave Miltersen

By: _____ Date: 4/26/21 ,2021
Victoria Miltersen

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