LAND/GROUND LEASE AGREEMENT

This Land/Ground Lease Agreement (this "Agreement") is entered into as of the 14th day of November, 2021, (the "Effective Date") by and between Potato, LLC, an Alaska limited liability company ("Landlord") and Copper Nugget, LLC, an Alaska limited liability company ("Tenant"). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the "Site"): a portion of Lot 3, Block 1, Laurence Barrett addition to the townsite of McCarthy,as noted in attached plat map. This lease covers access to the referenced land and use of land surrounding the site of the building that Tenant shall place and build on the Site as agreed upon.

2. Purpose. The Site may be used and occupied only for the following purpose (the "Permitted Use"): construction of a retail marijuana store, operation of a retail marijuana business in constructed building and all associated business operations including transfer of marijuana associated freight. Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.

3. Term. This Agreement will be for a term beginning on January 01, 2022 and ending on December 31, 2024 (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension. In the event Tenant is unable to secure the necessary approvals from the State of Alaska Marijuana control Board and application State agencies to operate a marijuana retail store, then Tenant shall be released from this Lease and all obligations herein.

4. Rent. Tenant will pay Landlord $5,000.00 per year in annual installments due by the 30th day of September each year during the Term. During any months, throughout Lease duration, that the building is not open to the public for retail operations, all items belonging to Copper Nugget, LLC that are associated with the building and management of the retail marijuana store operations may remain on premises.

5. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent. Any changes to rent will be covered by a written agreement.

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6. Taxes. Landlord shall pay all taxes or assessments which are levied or charged on the leased land during the Term.

7. Utilities. Landlord shall provide access to water for use in the retail store operations, including but not limited to filling water vessels for use in the tenant's premises and employee access to landlord bathrooms. Landlord shall maintain DEC approved water source and inform tenant of any deviances from DEC approval within 24 hours. Landlord shall allow tenant to dispose of grey water from tenant's handwashing sink in landlord's DEC approved septic system by way of septic access pipe.

8. Delivery of Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant.

9. Conditions Precedent. Prior to the start date of the Term, Landlord shall satisfy the following conditions:

I. Represent and warrant that it owns good and indefeasible title in and to the Site and has full right and authority to make this Lease.

10. Holdover Tenancy. In the event of lease termination, landlord shall give tenant 90 days (or until June 1st if termination occurs between August 1st and March 1st) to remove all belongings from the site, including the building. The building that Tenant will build for its business use shall remain the sole property of Tenant and shall remain a possession of the Tenant in the event of any lease default.

11. Condition of the Site. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition. tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement. Landlord will advise and oversee clearing and readying of the site for building. All site changes will be preapproved or conducted by the Landlord.

12. Use of the Site. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

13. Improvements and Alterations. Tenant may not make improvements, alterations, additions, or other changes to the Site without approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All land and site improvements, alterations, additions, or other changes to the land itself shall become the property of Landlord upon the termination of this Agreement. Notwithstanding the forgoing, all removable property including signs and buildings shall remain property of Tenant. Tenant shall have the right to erect any

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sign related to its business, on the condition that such signs comply with the law specific to Tenant's licensing.

14. Leasehold Mortgage. Tenant does not have the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term. In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.

15. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

16. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

17. Compliance with Laws. Tenant covenants and agrees to comply with all federal, with the exception of federal laws prohibiting marijuana distribution and sales, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

18. Hazardous Substances. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

19. Insurance All insurance policies, other than worker's compensation, shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing insurance policies prior to the start date of the Term.

20. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

21. Indemnification. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided

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however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the negligence or willful misconduct of Landlord.

22. Access to Site. Landlord or its agents (excluding employees of Landlord) may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospection lenders or buyers, and as otherwise needed to perform its obligations under this Agreement. Due to the nature of the business conducted at the site, landlord must have prior tenant permission to enter any restricted access locations. Once Tenant completes construction of the building and the retail marijuana license becomes active, then Landlord shall follow the required Visitor Policy when accessing the Building and shall show identification proving that Landlord is over the ago f 21 and shall stay in direct eye contact of Tenant or Tenant's agents.

23. Default. The following shall each constitute an "Event of Default" by Tenant:

A. Tenant fails to make any required payment due under this Agreement.
B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.
D. In the event of Tenant's default, Landlord agrees and understands that it shall not remove any marijuana or marijuana product from the facility and shall provide notice to AMCO Enforcement in the event that Tenant no longer has the right to possess the Premises.

24. Termination by Landlord. Upon the occurrence of an Event of Default by Tenant which continues for a period of 90 days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

25. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of 90 days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.

26. Surrender of the Site. Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within 180 days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after 180 days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord unless prior agreement has been made.

27. Registration of the Lease. The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the relevant Land Registry Office, and any other relevant government office that may serve as a place for registering or recording leases, within 45 days from the date that this Lease Agreement is executed.

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28. Subordination. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord, unless said subordination would result in business interruption of Tenant's use or termination of this Lease Agreement. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

29. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

30. Condemnation. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

31. Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

32. Assignment and Subletting. Tenant will not assign this Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.

33. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

34. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

35. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

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36. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

37. No Waiver. No Party shall be deemed to have waiver any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

38. Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

39. Successors and Assignees. This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

40. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the State of Alaska, without regard to its conflicts of laws rules.

41. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

42. Amendments. This Agreement may not be modified except in writing signed and acknowledged by both Parties.

43. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

44. Headings. The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

45. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

46. Miscellaneous. Tenant and landlord to discuss tenant utilization of landlord utilities including water and electricity. Employees of tenant will be allowed to utilize the bathroom at landlord premises within reason. Electric, within reason, may be provided with lease. Electric exceeding any limitations set forth by the Landlord will be provided by the Tenant.

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IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.

Landlord Signature	Potato, LLC **Landlord** Full Name
	Copper Nugget, LLC

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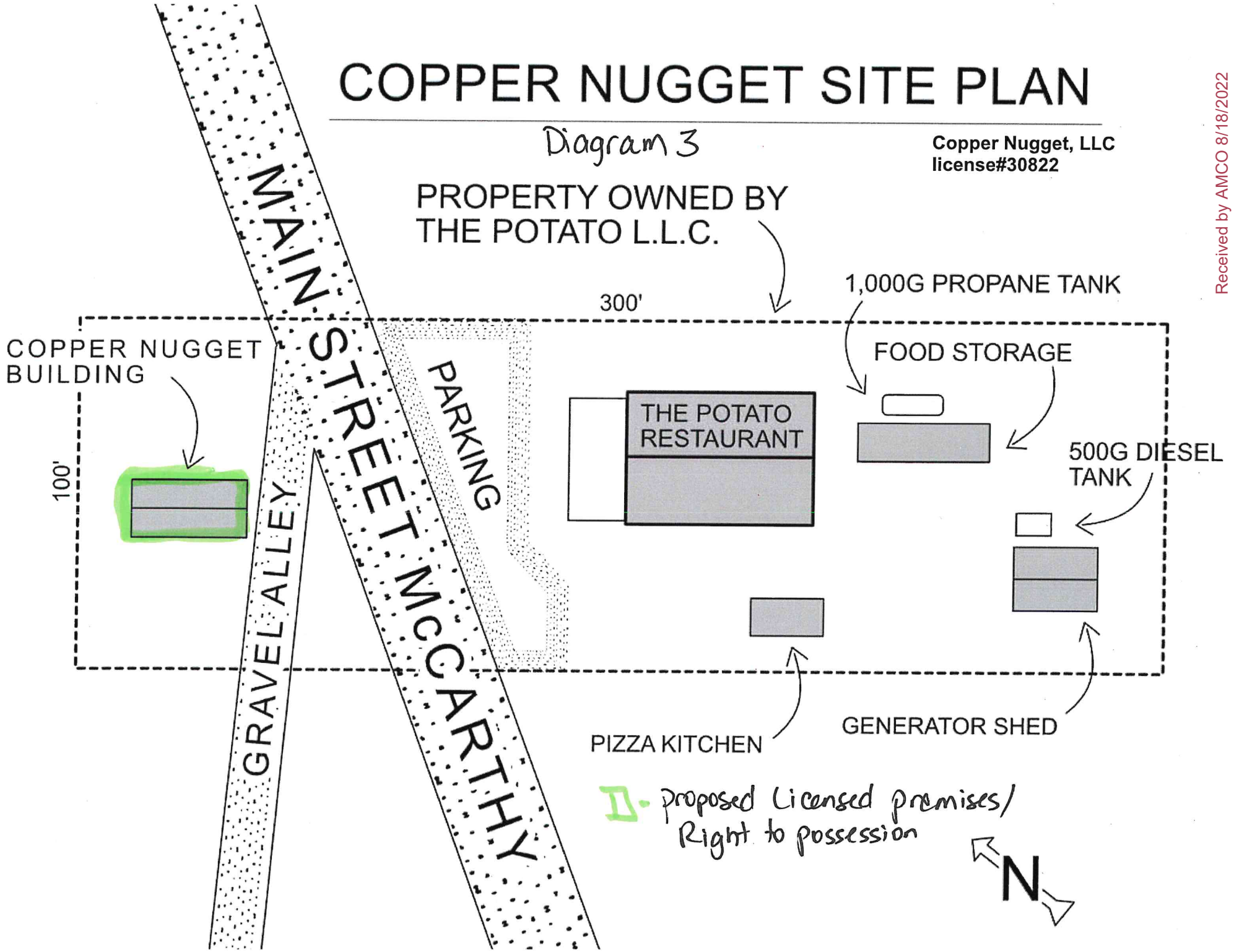
COPPER NUGGET SITE PLAN

Diagram 3

Copper Nugget, LLC
license#30822



Received by AMCO 8/18/2022