LAND & BUILDING LEASE AGREEMENT

THIS LAND & BUILDING LEASE (this "Lease") is made and entered into as of December 6, 2020, by and between Lessor and Lessee, as described in the following basic lease information. Lessor and Lessee hereby agree as follows:

ARTICLE 1--BASIC LEASE INFORMATION

1.1 Defined Terms.

In addition to the terms, which are defined elsewhere in this Lease, the following terms shall have the following meaning:

(a) LESSOR: Tok Wood Fuels, a Limited Liability Company formed pursuant to the laws of the State of Alaska.
(b) LESSOR'S ADDRESS: P.O. Box 50, MP 1308 Alaska Highway, Tok, AK 99780
(c) LESSEE: Tok Harvest Company, a Limited Liability Company formed pursuant to the laws of the State of Alaska.
(d) LESSEE'S ADDRESS: P.O. Box 70, MP 1308 Alaska Highway, Tok, AK 99780
(e) LAND: Approximately two (2) acres of land which is described and depicted in Exhibit A attached hereto and incorporated herein by this reference, and which is a part of the parcel of real property leased by Lessor and located at MP 1308 Alaska Highway, Tok, AK 99780.
(f) PERMITTED USE: The Land may be used for the purpose of construction of a marijuana cultivating facility (by TWF) and the operating, management, and supervision of the same. Lessee agrees to comply with all policies, rules, and regulations of Lessor as they now or may hereinafter exist with respect to the use of the Land & Building.
(g) IMPROVEMENTS: Improvements shall mean the construction and maintenance of a marijuana cultivating facility in accordance with plans submitted to and approved by the Alaska Marijuana Control Board.
(h) TERM: The term of the lease shall be one (1) year from the date of signing; however, in the event that Lessee ceases using the Property for the permitted use as described in this Agreement the lease shall expire within sixty (60) days of written notice from Lessor to Lessee and, after the expiration of the initial one (1) year term, Lessor may, in its sole discretion, unilaterally terminate this lease by giving Lessee six (6) months' written notice of termination. The lease shall expire within sixty (60) days of written notice from Lessor to Lessee, if Lessor determines that the property is not being used according to the permitted uses by Lessee or Lessee's agents or assigns. Lessor reserves the right to unilaterally terminate this Agreement upon the expiration of the initial one (1) year term, by giving Lessee six (6) months written notice of termination.
(i) COMMENCEMENT DATE: 10/08/2020
(j) MONTHLY RENT: Five Thousand Dollars and no/100 ($5,000) due monthly beginning Forty-Five (45) Days after the 1st harvest.
(k) SECURITY DEPOSIT: None

1.2 Exhibits.

The following exhibits are attached to this Lease and are made part of this Lease:
Exhibit A: Description and Depiction of the Land.
Exhibit B: Improvements for Permitted Use.

AMCO
APR 29 2022

91

ARTICLE 2--AGREEMENT AND USE

2.1 Lease.

Lessor hereby demises and leases to Lessee the Land, and Lessee shall lease the Land from Lessor, according to the terms and conditions of this Lease Agreement. The duration of this Lease will be for the Term described in section 1.1. (i).

2.2 Use.

Lessee shall use the Land only for the Permitted Use. Lessee shall not allow the Land to be used for any unlawful purposes. Lessee will not commit waste and will not create any nuisance or interfere with, annoy or disturb any other lessee of Leaser's Property. Lessee shall not erect signs or other improvements on the Land without the approval of Lessor, which approval may be withheld in the sole discretion of Lessor, unless such signs are required by state or federal law, in which case such approval shall not be unreasonably withheld or delayed. Lessee will keep and maintain the Improvements in good condition and repair. Lessee will keep the Land free from all trash, debris, and waste. Lessor will provide Lessee with access to the Land twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days a year, subject to limitations set forth in Section 2.5 of this agreement. Notwithstanding anything to the contrary contained in this Lease Agreement, if, in the exercise of any rights hereunder, Lessee, its licensee, or agents shall cause damage to the Lessor's Property or any equipment located on Lessor's Property, Lessee shall, within ten (10) days after receipt of a statement from Lessor evidencing the amount of such damage, pay Lessor the costs to repair such damage. The cost of repair shall include a reasonable sum to compensate Lessor for its direct and indirect staff time in obtaining quotes for the repair work and preparing the statement to Lessee.

2.3 Delivery of Possession.

Lessor will deliver possession of the Land to Lessee on the Commencement Date, "AS-IS" in its present condition. Lessee acknowledges neither Lessor nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Land for the conduct of Lessee 's business or as to the physical condition of the Land, nor has Lessor or its agents or employees agreed to undertake any alterations or construct any improvements to the Land.

2.4 Governmental Approvals.

Lessee shall, at its sole cost and expense before the Commencement Date, apply for and obtain all licenses, permits, approvals, required by any local, state or federal governmental authorities for its use of the Land & Building, including without limitation, all applications for zoning variances, zoning ordinances, building code variances, amendments, special use permits, and construction permits and other licenses and approvals necessary for the operation of Lessee 's business from the Land (collectively, the "Governmental Approvals"). Lessor shall cooperate with Lessee to obtain all necessary Governmental Approvals, provided; however, Lessor shall not be required to expend any money in such cooperation. Lessee understands and agrees that Lessee's right to use the Land is contingent upon Lessee obtaining and continually maintaining in full force and effect all Governmental Approvals. In the event any Governmental Approvals issued to Lessee are canceled, expire, lapse, or are otherwise withdrawn or terminated by any governmental authority so that Lessee will be unable to use the Land for its intended purposes, this Lease shall automatically terminate.

2.5 Access.

Lessee shall be provided access to the Land, across Lessor's Property as more particularly depicted in Exhibit A (the "Access Drive"). In accessing the Land, Lessee shall not interfere with Lessor's operations and Lessee

AMCO
APR 29 2022

shall not in any manner block access to the gate or to any other facilities on Lessor's Property. Lessor shall have the right upon ten (10) days prior written notice to Lessee, to relocate the Access Drive to another location on Lessor's Property, as long as Lessee's access to and use of the Land is not materially affected. Lessor may from time to time, with twenty-four (24) hour prior notice to Lessee, impose such reasonable restrictions on the time and means of access to the Land as Lessor deems necessary for security precautions. Lessee agrees that it will not change locks on any gates to Lessor's Property or the Land, or install additional locks on such gates. Lessee further agrees that it will not duplicate any keys of Lessor.

ARTICLE 3--RENT AND TAXES

3.1 Rent.

Monthly Rent shall be in the sum of Five Thousand Dollars and no/100 ($5,000) paid Monthly beginning Forty-Fie (45) Days after the 1st harvest. Monthly Rent will be paid to Lessor at PO Box 802, Liberty Lake, WA 99019 or to such other person, firm or place as Lessor may, from time to time, designate.

3.2 Utilities.

Lessor shall, at its sole cost and expense, arrange for electricity, water, gas, and other utilities necessary for Lessee's operations to be provided to the Land directly from such providers. Lessee shall be billed by the Lessor for the use of such services and shall promptly pay the same when due.

3.3 Taxes.

In addition to Rent, Lessee shall pay additional taxes or assessments, if any, which may be levied or charged to Lessor as a result of Lessee's use or occupancy of the Land, including but not limited to, assessments upon or measured by Rent, including without limitation, any gross revenue tax, excise tax, or value added tax levied by the federal government or any other governmental body with respect to the receipt of Rent; and upon this transaction or any document to which Lessee is a party creating or transferring an interest or an estate in the Land. Lessee shall promptly pay all personal property taxes on Lessee's Improvements and personal property and any other taxes payable by Lessee as due.

3.4 Limitation on Liability.

Lessor will not be in default under this Lease or be liable to Lessee or any other person, for direct or consequential damages, or otherwise, for any failure to supply any electricity, water, gas, security or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

ARTICLE 4--INSURANCE

4.1 Lessee's Insurance.

At all times during the Term, Lessee will carry and maintain, at Lessee's expense, the following insurance in the amounts specified below or such other amounts as Lessor may from time to time reasonably request.

(a) bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than $1,000,000. All such insurance will be equivalent to coverage offered by a Commercial General Liability form including, without limitation, personal injury, death of persons or damage to property occurring in, on, or about the Land, and contractual liability coverage for the performance by Lessee of the indemnity agreements set forth in this Lease;

(b) insurance covering the Improvements, and any other personal property owned by Lessee or any Licensee located on or about the Land, and any leasehold improvements to the Land, in an amount

AMCO
APR 29 2022

not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss."

(c) worker's compensation insurance insuring against and satisfying Lessee's and any Licensee's obligations and liabilities under the worker's compensation laws of the state where the Land is located, including employer's liability insurance in the limits required by the laws of the state where the Land is located;

(d) additional insurance reasonably requested by Lessor.

4.2 Forms of the Policies.

All such insurance shall be acceptable to Lessor. Certificates of Insurance, together with copies of endorsements, when applicable, listing Lessor and any others specified by Lessor as additional insureds, will be delivered to Lessor prior to Lessee's occupancy of the Land and from time to time at least 10 days prior to the expiration of the term of each such policy. All Commercial General Liability or comparable policies maintained by Lessee will list Lessor and such other persons or entities as Lessor specifies from time to time as additional insured parties, entitling them to recover under such policies for any loss sustained by them, their agents and employees. All such policies maintained by Lessee will provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to Lessor. All Commercial General Liability and property policies maintained by Lessee will be written as primary policies, not contributing with and not supplemental to the coverage that Lessor may carry.

4.3 Self Insurance.

Notwithstanding the provisions of Article 4 of this Agreement, Lessee shall be permitted to assume and self-insure the risks covered as set forth Section 4.1 of this Agreement with deductible amounts as agreed to by the Lessor and shall not be required to purchase or maintain any insurance policy of any kind with respect to this Lease.

4.4 Waiver of Subrogation.

Lessor and Lessee each waive any and all rights to recover against the other or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Article or any other property insurance actually carried by such party to the extent of the limits of such policy. Lessor and Lessee, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Land or the contents of the Land.

ARTICLE 5--INDEMNIFICATION, WAIVER, AND RELEASE

5.1 Lessee's Indemnification.

From and after execution of this Lease, Lessee assumes all risks of its own operations, and those of its agents, independent contractors, and any licensees, including the Tok Harvest Company, LLC. Lessee and its agents, independent contractors, and any licensees, including the Tok Harvest Company, LLC, shall indemnify, defend and hold Lessor, its employees, directors, officers and agents harmless from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) which arise out of or relate to:

AMCO
APR 29 2022

(a) the use or occupancy or manner of use or occupancy of the Land by Lessee or any person claiming under Lessee;
(b) any activity, work, or thing done or permitted by Lessee in or about the Land;
(c) any breach by Lessee or its employees, agents, contractors or invitees of this Lease; and
(d) any injury, loss or damage to the person, property or business of Lessee, its employees, agents, or contractors or any invitees entering upon the Land under the express or implied invitation of Lessee. If any action or proceeding is brought against Lessor or its employees, directors, officers or agents by reason of any such claim for which Lessee has indemnified Lessor, Lessee, upon written notice from Lessor, will defend the same at Lessee's expense with counsel reasonably satisfactory to Lessor. Lessee's obligations under this Section shall survive the expiration or other termination of this Lease. The Lessee shall have each of its agents, independent contractors, and any licensees, including the Tok Harvest Company, LLC, sign an agreement in favor of Lessor that obligates each of Lessee's agents, independent contractors, and any licensees, including the Tok Harvest Company, LLC, to indemnify Landowner and Tok Wood Fuels, LLC in accordance with the terms of this Lease Agreement and promptly provide Lessor with copies of such agreements.

5.2 Waiver and Release.

Lessee, as a material part of the consideration to Lessor for this Lease, by this section waives and releases all claims against Lessor, its directors, officers, employees and agents with respect to all matters for which Lessor has disclaimed liability pursuant to the provisions of this Lease.

ARTICLE 6--END OF TERM

6.1 Surrender.

Upon expiration or earlier termination of this Lease Agreement, Lessee shall surrender the Land to Lessor. Within sixty (60) days following the expiration or termination of this Lease, Lessee shall remove all of its equipment or trade fixtures constructed or installed pursuant to this Lease. Lessee will also restore the Land to its original condition as of the Commencement Date, reasonable wear and tear excepted. Lessee shall also restore the surface of the Land to its original contour as nearly as practicable. If within sixty (60) days after the expiration or termination of this Lease Lessee has not removed its Improvements or property and not restored the Land as required herein, Lessor may do so and Lessee shall reimburse Lessor for all expenses or costs for removal and restoration. Lessee's obligations under this Section shall survive the expiration or other termination of this Lease Agreement.

ARTICLE 7--MAINTENANCE; REQUIREMENTS OF LAW

7.1 Maintenance.

Lessee shall at all times throughout the Term, at its sole cost and expense, maintain and repair the Land, the Improvements, and all trade fixtures and personal property of Lessee located thereon.

7.2 Compliance with Laws.

For the purposes of this Section 7.2, "Applicable Laws" means all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or in force after the Commencement Date, the requirements of any board of fire underwriters or other similar body constituted now or after the Commencement Date, and any direction or permanent occupancy certificate issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Land. At its sole cost and expense, Lessee will promptly comply with Applicable Laws insofar as they relate to:

AMCO
APR 29 2022

(a) Lessee's use, occupancy, or alteration of the Land;
(b) the condition of the Land & Building resulting from Lessee's use, occupancy, or alteration of the Land & Building; or
(c) alterations to the Land & Building required as a result of Lessee's status under Applicable Laws.

ARTICLE 8--DEFAULT

8.1 Events of Default.

The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default":

(a) Lessee defaults in the due and punctual payment of Rent, and such default continues for five (5) days after written notice from Lessor; however, Lessee will not be entitled to more than one written notice for monetary defaults during any twelve (12)-month period, and if after such written notice any Rent is not paid when due, an Event of Default will be considered to have occurred without further notice;
(b) Lessee vacates or abandons the Premises;
(c) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Lessee, or are taken upon or subject to any attachment by any creditor of Lessee or claimant against Lessee, and said attachment is not discharged or disposed of within fifteen (15) days after its levy;
(d) Voluntary or involuntary proceedings under any bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or insolvency act of any state or for the dissolution of Lessee are instituted against Lessee, or a receiver or trustee is appointed for all or substantially all of the property of Lessee, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment;
(e) Lessee purports to assign this Lease, or sublet all or a portion of the Premises, in violation of the terms hereof;
(f) Any recordation in violation of Section 10.13 below; or,
(g) Lessee breaches any of the other agreements, terms, covenants or conditions which this Lease requires Lessee to perform, and such breach continues for a period of ten (10) days after written notice from Lessor to Lessee or, if such breach cannot be cured reasonably within such ten (10)-day period, if Lessee fails to diligently commence to cure such breach within ten (10) days after written notice from Lessor and to complete such cure within a reasonable time thereafter.

8.2 Lessor's Remedies.

If any one or more Events of Default set forth in Section 8.1 occurs then Lessor has the right, at its election:

(a) To terminate this Lease, in which case Lessee's right to possession of the Premises will cease and this Lease will be terminated as if the expiration of the Term fixed in such notice were the end of the Term. If this Lease is terminated, Lessor will be entitled to recover from Lessee:
    i. the unpaid rent that had been earned at the time of termination;
    ii. the unpaid rent that had been earned at the date of the judgment awarding damages to Lessor (the "Date of Judgment");
    iii. the unpaid rent for the balance of the Term of this Lease after the Date of Judgment; and
    iv. any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result from that failure. The amount referred to in clauses (i) and (ii) is computed by allowing interest at the highest rate permitted by law. The amount

AMCO
APR 29 2022

referred to in clause (iii) is computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award.

(b) To reenter and take possession of the Premises, expel Lessee and remove the effects of Lessee, using such force for such purposes as may be necessary, without being liable for prosecution, and without prejudice to any remedies for arrears of Annual Rent or other amounts payable under this Lease. However, the lessor will not remove from the premises or take possession of marijuana, and AMCO enforcement will be contacted immediately. Accordingly, if Lessor does not elect to terminate this Lease Agreement on account of any default by Lessee, Lessor may enforce all of Lessor's rights and remedies under this Lease, including the right to recover all rent as it becomes due.

(c) To cure any event of default and to charge Lessee for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest provided that Lessor will have no obligation to cure any such event of default of Lessee.

8.4 Remedies Cumulative.

Lessor's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by Lessor of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

ARTICLE 9—RESERVED

ARTICLE 10—GENERAL

10.1 Quiet Enjoyment.

As long as Lessee performs all covenants and obligations contained in this Lease, Lessor warrants quiet enjoyment of the Land by Lessee; provided that Lessor, its agents or representatives, and any other person authorized by Lessor, may enter upon the Land for the purpose of inspecting the Land and to exhibit the Land to prospective purchasers or lenders. Any entry onto or inspection of the Land shall not constitute eviction of Lessee in whole or in part.

10.2 Condemnation.

In the event of a condemnation or other taking by any governmental agency of all or a portion of the Land necessary for Lessee's operation of its business thereon, this Lease will terminate when the condemning authority takes possession of the Land. Any such condemnation award shall be paid to Lessor, except that Lessee will have the right to assert a separate claim for moving expenses, business interruption, and leasehold improvements paid for by Lessee.

10.3 Liens.

Lessee will keep the Land free and clear of all mechanics' liens and other liens on account of work done for Lessee or persons claiming under Lessee.

AMCO
APR 29 2022

10.4 Assignment and Subletting.

Lessee shall not assign or sublet its interest in this Lease or the Land without the prior written approval of Lessor, which approval may be withheld in Lessor's sole and absolute discretion. This Lease shall otherwise inure to the benefit of and be binding upon the successors and assigns of the parties.

10.5 Limitation on Liability.

Lessee specifically agrees to look solely to Lessor's interest in the Land for the recovery of any judgments from Lessor. It is agreed that Lessor (and its officers, directors and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to, and will not, limit any right that Lessee might otherwise have to obtain injunctive relief against Lessor.

10.6 Notices.

All notices and other communications required or permitted under this Lease shall be in writing and shall be given

(a) by United States first class mail, postage prepaid, registered or certified, return receipt requested;
(b) by hand delivery (including by means of a professional messenger service); or
(c) by delivery from a nationally recognized overnight delivery service that routinely issues receipts, which notice shall be addressed to the party to whom such notice is being given, at their address set forth in Section 1.1 above. Any such notice or other communication shall be deemed to be effective when actually received or rejected. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

10.7 Inspection.

Lessor reserves the right to enter, at any time, the Land & Building to inspect the same.

10.9 No Waiver.

The waiver by either Lessor or Lessee of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.

10.10 Authority.

Lessee and the party executing this Lease on behalf of Lessee represent to Lessor that such party is authorized to do so by requisite action of the board of directors, or City Council, as the case may be, and agree, upon request, to deliver to Lessor a resolution or similar document to that effect.

10.11 Governing Law.

This Lease shall be governed by and construed pursuant to the laws of the State of Alaska.

10.12 Captions.

The captions of the various Articles and Sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

10.13 Recordation.

Lessee shall not record this Lease in the public records without the prior written consent of Lessor.

AMCO
APR 29 2022

10.14 Severability.

If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.15 Entire Agreement; Amendment.

This Lease contains the entire agreement between Lessor and Lessee. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Lessor and Lessee.

10.16 Attorney's Fees

If any action is instituted by either party to this Lease Agreement to enforce any of the terms of this Lease or the License Agreement, the prevailing party shall be entitled to receive from Lessee its reasonable attorneys' fees, expert witness fees, costs, and expenses.

IN WITNESS, WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Executed on December 6, 2020.

LESSOR:	LESSEE:
Tok Wood Fuels, LLC	Tok Harvest Company, LLC
By: Greg Folk	By:
Name: Greg W. Folk	Name: Patricia B. Young
Title: Member	Title: Member

AMCO
APR 29 2022

Exhibit "A"

Description and Depiction of the Land

Approximately two (2) acres of land which is a part of the parcel of real property leased by Lessor with a description of Sections 19 & 30, T18N, R14E, Copper River Meridian and located at MP 1308 Alaska Highway, Tok, AK 99780.

AMCO
APR 29 2022

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