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REAL ESTATE
SUBLEASE

This Sublease Agreement (this "Sublease") is dated 4/28/2023 _____ ____, 2023 by and between A&M Endeavors, Inc. ("Sublessor"), and Dutch Harbor Cannabis Co, LLC DBA Dutch Harbor Cannabis Co. ("Sublessee"). The parties agree as follows:

PREMISES. Sublessor in consideration of the lease payments provided in this Sublease, leases to Dutch Harbor Cannabis Co. the building and associated parking (the "Premises") located at 745 E Broadway Avenue, Unalaska, Alaska 99685.

TERM. The sublease term shall be three (3) years, beginning on March 8, 2023 and will terminate on March 7, 2026 with three (3) automatic renewal terms of three (3) years.

LEASE PAYMENTS. Sublessee shall pay to Sublessor monthly installments of One Thousand Dollars ($1000.00) payable on the first day of each month.

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 retail sales of marijuana. 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 Sublessor which shall not be unreasonably withheld. Sublessee shall not install awnings or advertisements on any part of the Premises without Sublessors prior written consent. At the end of the lease term, Sublessee shall be entitled to remove (or at the request of Sublessor 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 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, tenants or workers. However, Sublessor does not assume any liability for the care or supervision of the Premises. 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 Sublease, or any extension of this Sublease, Sublessor shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. During any entry by Landlord or its agents on the premises, Landlord’s 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 Tenant 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 Landlord 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 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 Sublessors act 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.

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

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of proper jurisdiction.

DEFAULT. In the event of a default, Landlord 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:

A&M Endeavors, Inc.
Attn: Chance Miller
& Muhammad Ashraf
18540 Kittiwake Circle
Anchorage, AK 99516

SUBLESSEE:

Dutch Harbor Cannabis Co, LLC
Attn: Chance Miller
& Muhammad Ashraf
18540 Kittiwake Circle
Anchorage, AK 99516

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.

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.

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.

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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:

DocuSigned by:
Michael Chance Miller
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A&M Endeavors, Inc.
BY:
DocuSigned by:
Michael Chance Miller
0EE47C7F16CB423...
President, Michael Chance Miller

DocuSigned by:
34020B5B74DB4B3...
Secretary, Muhammad Ashraf

SUBLESSEE:

Dutch Harbor Cannabis Co, LLC
BY:

DocuSigned by:
Michael Chance Miller
0EE47C7F16CB423...
Managing Member, Michael Chance Miller

DocuSigned by:
34020B5B74DB4B3...
Managing Member, Muhammad Ashraf

I, Steve Engman, Owner of the property located at 745 E Broadway Avenue, Unalaska, AK. hereby agree to allow A&M Endeavors, Inc to sublease the building and associated parking at 745 E. Broadway Avenue, Unalaska, Alaska 99685, to Dutch Harbor Cannabis Co, LLC for the purposes referred to in this sublease agreement.

Dated this _____ day of 5/26/2023, 2023.

DocuSigned by:
Steve Engman
D0FA6A380F364C4...
Steve Engman, Property Owner