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COMMERCIAL LEASE AGREEMENT

THIS LEASE, made the 23rd day of April, 2023, between ALASKA DRYWALL INVESTMENTS, an Alaska partnership, of Wasilla, AK "LESSOR", and William Schneider of BROKEN DIRT LLC, "LESSEE" of Anchorage, AK.

RECITALS

1. Lessor is the sole owner of the premises described below, and desires to lease the premises to a suitable lessee for the business purposes.
2. Lessee desires to lease the premises for the purpose of conducting a business of *Cannabis Production, Cannabis Cultivation, Cannabis Manufacturing, Cannabis Retail.*
3. The parties desire to enter a lease agreement defining their rights, duties, and liabilities relating to the premises.

   In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE

Lessor leases the premises located in the Palmer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows, to-wit:

Unit A1, A2, A3, Building A, of
Lot 18, Block 1, Winding Brook
Estates, Palmer Recording
District, Third Judicial District,
State of Alaska.

to lessee for lessee's non-exclusive use as follows: Cannabis Production, Cannabis Cultivation, Cannabis Manufacturing, Cannabis Retail.

SECTION TWO
TERM AND RENT

Lessor demises the above premises:

(X) on a year-year basis, commencing on the 1st day of June ,2023 and expiring on May 31, 2026.

The rent shall be FOUR THOUSAND SEVEN HUNDRED AND 00/100 ($4,700.00) per month, payable in advance in the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to lessor at the address specified above. In the event any monthly payment is made more than five (5) days after the due date, then and in that event, a late charge of ten percent (10%) of the monthly payment shall be charged.
Lessee shall pay the rent as specified herein and in Section Three hereof.

SECTION THREE
ADDITIONAL RENT

All taxes, charges, costs, and expenses that lessee assumes or agrees to pay hereunder, together with all the interest and penalties that may accrue thereon on the event of the failure of lessee to pay those items, and all other damages, costs, expenses, and sums that lessor may suffer or incur, or that may become due, by reason of any default of lessee or failure by lessee to comply with the terms and conditions of this lease shall be deemed to be additional rent, and , in the event of nonpayment, lessor shall have all the rights and remedies as herein provided for failure to pay rent.

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SECTION FOUR
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Subject to the limitation that no substantial portion of the building on the demised premises shall be demolished or removed by lessee without the prior written consent of lessor, during the lease term, subject to the conditions set forth below and at his own expense, make any alterations, additions or improvements in and to the demised premises and the building. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the building on the premises, or change the purposes for which the building, or any part thereof, may be used.

Conditions with respect to alterations, additions or improvements are as follows:

1. Before commencement of any work all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements of local regulations. The plans and specifications for any alterations estimated to cost $500.00 or more, shall be submitted to lessor for written approval prior to commencing work.

2. Prior to commencement of any work lessee shall pay the amount or any increase in premiums on insurance policies provided for herein because of endorsements to be made covering the risk during the course of work. In addition, if the estimated cost or work shall exceed $500.00, lessee shall, without cost to lessor, furnish lessor with a performance bond written by a surety acceptable to lessor in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of liens, encumbrances, and security interests, according to the approved plans and specifications.

All alterations, additions and improvements on or in the demised premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the demised premises and the sole property of lessor, except that all movable trade fixtures installed by lessee shall be and remain the property of lessee.

SECTION FIVE SIGNS

No signs shall be erected by the lessee without the prior written approval on the lessor. Lessee shall submit to the lessor a drawing of proposed sign and an indication of where the sign is to be located. Lessor's approval, when given, shall be for the erection of the sign as designed in the location identified. No other signs shall be permitted at any time.

SECTION SIX PARKING

Lessor shall designate parking spaces for lessee and lessee's unit on the property. Lessee's use of the property is non-exclusive and shall be shared with all other lessees in both buildings. Lessee shall comply with all rules and requirements regarding parking as designated by the lessor in the lessor's sole discretion.

Lessee shall be permitted to place vehicles at the back end of the lot on an emergency basis only. Lessee shall remove all vehicles and other personal property located in the emergency parking area within twenty-four hours after receipt of either a verbal or written notice by the lessor. In the event lessee fails to move the vehicle or other personal property, lessor shall be authorized to move those vehicles to another location on the site, provided a suitable location is available. If no other suitable location is available, lessor shall have the public storage warehouse at lessee's sole expense.

SECTION SEVEN REPAIRS

Lessee shall, at all times during the lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, all units under lease and any improvements, additions, and alterations thereto, on the demised premises, and shall use all reasonable precaution to prevent waste, damage, or injury to the demised premises.

Lessee is responsible for all unit and building repair and maintenance related to Units A1, A2, and A3. This includes, but is not limited to, septic pumping, heating system maintenance, and water conditioner maintenance.

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SECTION EIGHT UTILITIES

All applications and connections for necessary utility services on the demised premises shall be made in the name of lessee only, and lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, refuse removal, janitorial services, snow removal, and telephone services. Lessee specifically may not use a burn barrel for refuse disposal, but must make arrangements with a local refuse removal company for placement of an appropriate container and periodic pickup of the lessee's refuse. The periodic pickup shall be done often enough to ensure that the container is properly emptied on a regular basis and that no refuse overflows the container at any time. In the event the container becomes full, lessee must order a special pickup in order to ensure that the premises, including premises used by other tenants, are keep in a clean and orderly manner all the times. Lessee is responsible for all utilities for units A1, A2, and A3.

SECTION NINE SECURITY DEPOSIT

Lessee shall deposit FOUR THOUSAND SEVEN HUNDRED AND 00/100 ($4,700.00) with lessor, which amount shall be held by lessor as security for the full and timely performance by lessee of the terms and conditions herein and for the payment of any final judgment that may be rendered against lessee for a breach of those terms and conditions. No interest shall be paid on the deposit. The rights of lessor against lessee for a breach of this lease shall in no way be limited or restricted by this security deposit, but lessor shall have the absolute right to pursue any available remedy to protect its interests herein, as if this security deposit had not been made. The deposit shall be returned to lessee at the expiration of this lease provided that all the terms and conditions herein contained have been fully performed by lessee. Should the demised premises be sold, lessor may transfer or deliver this security deposit to the purchaser of the interest, and lessor shall then be discharged from any further liability with respect to the security deposit.

In the event lessee has failed to pay any rent due, or if any rent is due upon the termination of this lease, lessee specifically authorizes lessor to apply any portion of the security deposit not used for the purposes of cleaning or repairing damages to the unit to the payment of those rents due under the terms of this lease.

SECTION TEN INSURANCE

During the term of the lease and for any further time that lessee shall hold the demised premises, lessee shall obtain and maintain at his expense the following types and amounts of insurance:

(a) Fire Insurance. Lessee shall keep all buildings, improvements, and equipment on the demised premises, including all alterations, additions, and improvements, insured against loss or damage by fire, with all standard extended coverage that may be required by any first mortgagee, and against loss or damage due to war or nuclear agents, if that insurance is available and required by any first mortgagee. The insurance shall be in an amount sufficient to prevent lessor and lessee from becoming co-insurers under provisions of applicable policies of insurance, but in any event in an amount not less than Fifty One (51%) of the full insurable value of the demised premises, excluding the cost of excavation and of foundations. If at any time there is a dispute as to the amount of such insurance the same shall be settled by arbitration.

(b) Personal Injury and Property Damage Insurance. Insurance against liability for bodily injury and property damage and machinery insurance, all to be in amounts and in forms of insurance policies as may from time to time be required by lessor, shall be provided by lessee. This requirement shall specifically include plate glass insurance, covering the glass in the demised premises.

(c) Rent Insurance. Rent insurance in an amount not less than the annual net rent plus the estimated annual taxes, utilities, and assessments, together with annual premiums for insurance required in this section, shall be obtained by lessee.

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(d) Other Insurance. Lessee shall provide and keep in force other insurance in amounts that may from time to time be required by lessor against other insurable hazards as are commonly insured against for the type of business activity that lessee will conduct.

All insurance provided by lessee as required by this section shall be carried in favor of lessor and lessee as their respective interests may appear, and in the case of insurance against damage to the demised premises by fire or other casualty shall prove that loss, if any, shall be adjusted with and be payable to lessor. If requested by lessor, any insurance against fire or other casualty shall provide that loss shall be payable to the holder under a standard mortgage clause. Rent insurance and use and occupancy insurance may be carried in favor of lessee, but the proceeds are hereby assigned to lessor to be held by lessor as security for the assigned to the lessor to be held by lessor as security for the payment of the rent and any additional rent hereunder until restoration of the premises. All insurance shall be written with responsible companies that lessor shall approve, and the policies shall be held by lessor or, when appropriate by the holder of any mortgage, in which case copies of the policies or certificates of insurance shall be delivered by lessee to lessor. All policies shall require 30 days' notices by registered mail to lessor of any cancellation or change affecting any interest of lessor.

SECTION ELEVEN PROHIBITED USES

Lessee shall not commit or permit the commission of any acts on the premises or permit the use in any way that:

(a) will increase the existing rate for or cause cancellation of any fire, casualty, liability or other insurance polity insuring the premises or the contents;

(b) violates or conflicts with any law, statute, ordinance, or government rule or regulation, whether now in force or hereafter enacted, governing the premises;

(c) obstructs or interferes with the rights of other lessees or occupants in the building where the premises are located or injures or annoys them; or

(d) constitutes the commission of waste on the premises or the commission or maintenance of a nuisance.

SECTION TWELVE HAZARDOUS MATERIALS

Lessee is aware that the premises are adjacent to and border on Wasilla Creek and as such, the property is viewed as highly sensitive by local authorities and by the lessor. Lessee acknowledges the proximity of the Creek and the importance of insuring that there are no hazardous materials of any kind are spilled into or leach into the Creek at any time.

Lessee covenants and agrees that during the term of this Lease, neither Lessee nor any of Lessee's agents, employees, contractors, invitees, assignees, or sub lessees shall cause any hazardous material to be brought on, kept, or used in, on, or, about the leased premises, or transported to or from the premises without the prior written consent of Lessor, which Lessor shall not unreasonably withhold so long as Lessee demonstrates to Lessor's satisfaction that the hazardous material: (1) is necessary or useful to Lessee's business; (2) would be used , kept, stored, and disposed of in a manner that fully complies with all laws, rules, statutes, ordinances, orders, requirements, or policies of any governmental agency or authority or any fire insurance underwriters applicable to any such hazardous material; and (3) would not substantially increase the risk of fire or other casualty to the leased premises.

Lessor hereby consents to the following specific uses by Lessee of hazardous material: None

Lessee covenants and agrees that to the extent Lessee or any of Lessee's agents, employees, contractors, invitees, assignees, or sub lessees shall cause any hazardous material to be kept, used, or present in, on, or about the leased premises, Lessee shall ensure that the hazardous material is in full compliance with any and all statutes, rules, and regulations of any local, state and federal governmental agency relating thereto.

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If Lessee breaches any of its obligations contained in the section, or if any act or omission of Lessee or any of its agents, employees, contractors, invites, assignees, or sub lessees causes any hazardous material to be discharged or released form, on, or in the leased premises, then Lessee shall indemnify Lessor against and hold Lessor harmless from, any and all claims, judgements, damages, penalties, fines, costs, liabilities, losses, and expenses (including, without limitation, attorney fees, consultant fees, and expert fees) arising during or after the term of this Lease as a result of that breach or that discharge or release. This indemnification includes, without limitation, costs incurred in connection with the investigation of site conditions or any cleanup, repair, removal, or detoxification work required by any federal, state, or local governmental agency or political subdivision. Without limiting the foregoing, if the presence of any hazardous material in or on the premises caused by Lessee or any of Lessee's agents, employees, contractors, invitees, assignees, or sub lessees results in any discharge or release of hazardous material from, in, or on the leased premises, Lessee shall promptly take all action, at its sole expense, as necessary or appropriate to return the premises to the conditions existing before that discharge or release. However, prior to taking any such remedial action, Lessee shall first obtain Lessor's prior approval, including, without limitation, approval or any contractors Lessee proposes to hire to perform the remedial work, which approval Lessor shall not unreasonably withhold, so long as Lessee demonstrates to Lessor's satisfaction that the remedial action would not have any significant adverse long-term or short-term effect on the leased premises.

SECTION THIRTEEN

INDEMNITY

Lessee shall indemnify lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premised, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment , materials, or alterations of buildings or improvements thereon.

SECTION FOURTEEN

DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this lease by lessee:

(1) If lessee, or any successor or assignee of lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

(2) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 30 days after the institution of appointment.

(3) If lessee shall fail to pay lessor any rent or additional rent when the rent shall become due and shall not make the payment within 10 days after notice thereof by lessor to lessee.

(4) If lessee shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of 10 days after notice thereof by lessor to lessee or, if the performance cannot be reasonably had within the 10-day period, lessee shall not in good faith have commenced performance within the 10-day period and shall not diligently proceed to completion of performance.

(5) If lessee shall vacate or abandon the demised premises.

(6) If this lease or the estate of lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

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(7) If lessee fails to take possession of the demised premises on the term commencement date, or within 10 days after notice that the demised premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as herein provided.

SECTION FIFTEEN
EFFECT OF DEFAULT

In the event of any default hereunder, as set forth in Section Fourteen, the rights of lessor shall be as follows:

(1) Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of lessee hereunder, by giving to lessee not less than 10 days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title and interest of lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

(2) Lessor may elect, but shall not be obligated, to make any payment required of lessee herein or comply with any agreement, term, or condition required hereby to be performed by lessee, and lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by lessor shall not be deemed to waive or release the default of lessee or the right of lessor to take any action as may be otherwise permissible hereunder in the case of any default.

(3) Lessor may reenter the premises immediately and remove the property and personnel of lessee, and store the property in a public warehouse or at a place selected by lessor, at the expense of lessee. After reentry lessor may terminate the lease on giving 10 days' written notice of termination to lessee. Without the notice, reentry will not terminate the lease. On termination the lessor may recover from lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due lessor from lessee.

(4) After reentry, lessor may relet the premises or any part thereof for any term without terminating the lease, at the rent and on the terms as lessor may choose. Lessor may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows:

(a) In addition to lessee's liability to lessor for breach of the lease, lessee shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by lessor under the new lease agreement and the rent installments that are due for the same period under this lease.

(b) Lessor shall have the right, but shall not be required, to apply the rent received from reletting the premises (1) to reduce the indebtedness of lessee to lessor under the lease, not including indebtedness for rent, (2) to expenses of reletting and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

If the new lessee does not pay a rent installment promptly to lessor, and the rent installment has been credited in advance of payment to the indebtedness of lessee other than rent, or if rentals from the new lessee have otherwise applied by lessor as provided for herein and during any rent installment period are less than the rent payable for the corresponding installment period under this lease, lessee shall pay lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period. Lessor may at any time after a reletting terminate the lease for the breach on which lessor had based the reentry and subsequently relet the premises.

(5) After reentry, lessor may procure the appointment of a receiver to take possession and collect rents and profits of the business of lessee, and, if necessary to collect the rents and profits. The receiver may carry on the business of lessee and take possession of the personal property used in the business of lessee, including inventory, trade fixtures, and furnishings, and use them in the business without compensating lessee. Proceedings for appointment of a receiver by lessor, or the appointment of a receiver and the conduct of the business of lessee by the receiver, shall not terminate and forfeit this lease unless lessor has given written notice of termination to lessee as provided herein.

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(b) 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 licensed premises if Tenant cannot be reached, abandons the property, or similar event.

SECTION SIXTEEN

DESTRUCTION OF PREMISES

In the event of a partial destruction of the premises during the term from any cause, lessor shall forthwith repair the same, provided the repairs can be made within 90 days under the laws and regulations or applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by lessee in the premises. If the repairs cannot be made in the specified time, lessor may, at lessor's option, make repairs within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. In the event of any partial destructions that lessor is obligated to repair or may elect to repair under the terms of this paragraph, the provisions of Alaska statute, authorizing lessee to make repairs at the expense of lessor, are hereby waived by lessee. Should the building in which the demised premises are situated be destroyed to the extent of not less than Fifty One percent (51%) of the replacement cost thereof, this lease shall be terminated. Any dispute between lessor and lessee relative to the provisions of the section shall be subject to arbitration. Each party shall select an arbitrator and the two arbitrators so selected shall select a third arbitrator between them, the controversy being heard by the three arbitrators so selected. The decision of the three arbitrators shall be final and binding on both lessor and lessee, who shall bear the cost of arbitration equally between them.

SECTION SEVENTEEN

CONDEMNATION

Rights and duties in the event of condemnation are as follows:

(1) If the whole of the demised premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this lease shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

(2) If the whole of the demised premises shall be taken or condemned, this lease and the term hereof shall not cease or terminate, but the rent payable after the date on which lessee shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by lessee as the parties may agree or as shall be determined by arbitration.

(3) In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to lessor without any deduction therefrom for the value of the unexpired term of this of this lease or for any other estate or interest in the demised now or later vested in lessee. Lessee assigns to lessor all his right, title and interest I any and all such awards.

(4) In the event of a partial taking, lessee shall promptly proceed to restore the remainder of the building on the demised premises to a self-contained architectural unit and lessor shall pay to lessee the cost of restoration but in no event to exceed a sum equal to the amount of the separate award made to and received by lessor for consequential damages. In the event there is no separate award for consequential damage, the value shall be fixed and settled by arbitration as herein provided. The balance of any separate award or allocated amount not so used shall belong to and be retained by lessor as its sole property.

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(5) In case of any governmental action not resulting in the taking or condemnation of any portion of the demised premises but creating a right to compensation therefor, or if less

than a fee title to all or any portion of the demised premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this lease shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this section, but shall by governed by applicable law.

SECTION EIGHTEEN
SUBORDINATION

This lease and all rights of lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part thereof, and to any and all renewals, modifications, or extensions of any such mortgages. Lessee shall on demand execute, acknowledge, and deliver to lessor, without expense to lessor, any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension, and if lessee shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, lessor in addition to any other remedies available in consequence thereof, my execute, acknowledge, and deliver the same as lessee's attorney in fact and in lessee's name. Lessee hereby irrevocably makes, constitutes and appoints lessor, its successors and assigns, his attorney in fact for that purpose.

SECTION NINETEEN
ACCESS TO PREMISES; SIGNS POSTED BY LESSOR

Lessee shall permit lessor or its agents to enter the demised premises at all reasonable hours to inspect the premises or make repairs that lessee may neglect or refuse to make in accordance with the provisions of this lease, and also to show the premises to prospective buyers. At any time within one year prior to expiration of the term, lessor may show the persons wishing to rent the premises. Lessee shall, within TWO months prior to expiration of the term, permit the usual notices of "For Rent" and "For Sale" to be placed on the demised premises and to remain thereon without hindrance and molestation.

During any entry by Lessor or its agents on the premises, Lessor's agents or employees shall be over the age of 21 and shall comply with Tenant'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 Lessor have more than five persons enter the premises. The 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 license premises if Tenant cannot be reached, defaults on obligations, abandons the property, or similar event.

SECTION TWENTY

EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises, and lessor shall not be liable to lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

SECTION TWENTY-ONE

QUIET ENJOYMENT

Lessor warrants that lessee shall be granted peaceable and quit enjoyment of the demised premises free from any eviction or interference by lessor if lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on lessee.

SECTION TWENTY-TWO

LIABILITY OF LESSOR

Lessee shall be in exclusive control and possession of the demised premises, and lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of lessee. The provisions herein permitting lessor to enter and inspect the demised premises are made to insure that lessee is in compliance with the terms and conditions hereof and to make repairs that lessee has failed to make. Lessor shall not be liable to lessee for any entry on the premises for inspection purposes.

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SECTION TWENTY-THREE

RENT ABATEMENT

No abatement, diminution, or reduction of rent shall be claimed or allowed to lessee or any person claiming under him under any circumstances, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements, or repairs to the premises, because of any governmental laws or arising from and during the restoration of the demised premises after the destruction or damage thereof by fire or other cause or the taking or condemnation of a portion only of the demised premises except as provided in Section 15.

SECTION TWENTY-FOUR

REPRESENTATIONS BY LESSOR

At the commencement of the term lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and lessee agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of lessor in respect thereto except as contained in the provisions of this lease, and lessor shall in no event be liable for any latent defects.

SECTION TWENTY-FIVE

WAIVERS

The failure of lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION TWENTY-SIX

NOTICE

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process. Minimum 60 days written notice to vacate is required, on or before the first day that rent is due.

SECTION TWENTY-SEVEN

ASSIGNMENT, MORTGAGE, OR SUBLEASE

Neither lessee nor his successors or assigns shall assign, mortgage, pledge, or encumber this lease or sublet the demised premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of lessor in each instance. If this lease is assigned or transferred, or if all or any part of the demised premises is sublet or occupied by anybody other than lessee, lessor may, after default by lessee, collect rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof, or the acceptance of the assignee, transferee, subtenant, or occupant as lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this lease and shall not be released from the performance of the terms and conditions hereof. The consent be lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve lessee from obtaining the express written consent of lessor to any future transfer of interest.

Lessor does grant Lessee permission to assign or sublet this lease to Cannabis Catalyst Company, Catalyst Cultivation, LLC, Catalyst Retail LLC, or any other wholly-owned subsidiary of Lessee. Lessor grants permission to Lessee to sublet Units A2 and A3 to Cotton Mouth Cannabis Company for up to 90 days, while license transfer is processed by AMCO.

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SECTION TWENTY-EIGHT

OPTION TO RENEW

Lessor grants to lessee an option to renew this lease for a period of ONE year after expiration of the term of this lease, with a minimum 60 day written notice, terms to be negotiated between Lessor and Lessee at that time and be finalized prior to May 31, 2026. To exercise this option, lessee must give lessor written notice of the intention to do so at least 60 days in advance, Option is not valid without written confirmation by both parties of agreed on terms.

SECTION TWENTY-NINE

SURRENDER OF POSSESSION

Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the demised premises to lessor free of subtenancies, including all buildings, additions, and improvements constructed or placed thereon by lessee, except movable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to lessee, if not removed at the termination or default, and if lessor shall so elect, shall be deemed abandoned and become the property of lessor without any payment of offset therefor. Lessor may remove such fixtures or property from the demised premises and store them at the risk and expense of lessee if lessor shall not so elect. Lessee shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures, and personal property.

SECTION THIRTY

REMEDIES OF LESSOR

In the event of a breach or a threatened breach by lessee of any of the terms or conditions hereof, lessor shall have the right of injunction to restrain lessee and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were no provided herein.

The rights and remedies given to lessor in this lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by lessor, shall be deemed to be in exclusion of any of the other herein, by law, or by equity provided.

In all cases hereunder, and in any suit, action or proceeding of any kind between the parties, it shall be presumptive evidence of the fact of the existence of a charge being due if lessor shall produce a bill, notice, or certificate of any public official entitled to give that notice to the effect that such charge appears of record on the books in his office and has not been paid.

No receipt of money by lessor from lessee after default or cancellation of this lease in any lawful manner shall (1) reinstate, continue or extend the term or affect any notice given to lessee, (2) operate as a waiver of the right of lessor to enforce the payment of rent and additional rent then due or falling due, or (3) operate as a waiver of the right of lessor to recover possession of the demised premises by proper suit, action, proceeding, or other remedy. After (1) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (2) the commencement of any suit, action, proceeding, or other remedy, or (3) final order or judgment for possession of the demised premises, lessor may demand, receive, and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the demised premises or at the election of lessor, on account of the liability of lessee hereunder.

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JUN 26 2023

SECTION THIRTY-ONE

TOTAL AGREEMENT: APPLICABLE TO SUCCESSORS

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION THIRTY-TWO

APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

SECTION THIRTY-THREE

TIME OF THE ESSENCE

Time is of the essence in all provisions of this lease.

SECTION THIRTY-FOUR

ADDITIONAL PROVISIONS

1. LESSEE TO BE RESPONSIBLE FOR ANY DESIRED TELEPHONE AND/OR INTERNET SERVICES DESIRED.

2. LESSEE TO BE RESPONSIBLE FOR GARBAGE REMOVAL, SNOW REMOVAL, AND ANY POTENTIAL LAWN MAINTENANCE.

3. SECURITY DEPOSIT OF $4700.00 TO BE HELD IN TRUST BY CHARLENE MOSS REALTY, INC.

4. LESSEE TO BE RESPONSIBLE FOR ALL WATER CONDITIONING SALT AND WATER CONDITIONER MAINTENANCE FOR BUILDING A.

5. LESSEE RESPONSIBLE FOR ALL MEA AND ENSTAR METERS FOR UNITS A1, A2, AND A3.

MEA #TE120259, TE120260, #AK1600007.

Enstar #94906, 93754, #94912.

6. Lessor grants Lessee the first right of refusal to purchase Lot 18 Block 1 Winding Brook Subdivision anytime between June 1, 2023 and May 31, 2026. Lessee must submit written offer to purchase subject property on or before March 31, 2026.
No lease credits will be given towards purchase price. Offered Purchase price to be $1.3M (One Million Three Hundred Thousand Dollars) Owner Finance with a minimum down payment of $300,000, for a 20 year term at 7.5% annual interest or Purchase price to be $1.1M (One Million One Hundred Thousand Dollars) CASH if Seller Finance is not used.
No lease credits will be given towards purchase price.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

LESSOR: DocuSigned by: Rheannon Burgoyne for Charlene Moss 157142744E71490...

4/28/2023

BY:

TITLE:

LESSEE: DocuSigned by: William Schneider of Broken Dirt, LLC BD7C3DB88C36494...

4/28/2023

William Schneider of Broken Dirt, LLC

manager

AMCO JUN 26 2023

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made on the day executed by the last signatory hereto by and between Broken Dirt LLC dba Catalyst Cannabis Co., an Alaska limited liability company (hereinafter ASSIGNOR) and Catalyst Cultivation, LLC an Alaska limited liability company (hereinafter "ASSIGNEE"), whose mailing address is 6967 Laser Drive, Anchorage, Alaska 99504.

RECITALS

A. Alaska Drywall Investments (hereinafter "LESSOR") is lessor under that certain Commercial Lease Agreement dated April 23, 2023 (the "Lease") with ASSIGNOR, of real property located at Unit A3, Building A, of Lot 18, Block 1, Winding Brook Estates, Palmer Recording District, Third Judicial District, State of Alaska, known as 1705 N Winding Brook Loop Unit A3, Palmer, Alaska, 99645 (the "Leased Premises").

B. Pursuant to Section Twenty-Seven of the Lease, LESSOR granted ASSIGNOR permission to assign its rights under the Lease to ASSIGNOR'S wholly-owned subsidiaries, including ASSIGNEE.

C. It is now the desire of ASSIGNOR to assign and transfer all its rights, interests, liabilities and obligations in the Leased Premises to ASSIGNEE, its wholly-owned subsidiary, and it is the desire of ASSIGNEE to accept all rights, interests, liabilities and obligations in the Lease with respect to the Leased Premises.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuableconsideration, ASSIGNOR, and ASSIGNEE agree as follows:

1. ASSIGNOR hereby assigns all of its rights, interests, liabilities and obligations in the Lease with respect to the Leased Premises, to ASSIGNEE; and ASSIGNEE hereby accepts and assumesall of ASSIGNOR'S rights, interests, liabilities and obligations in the Lease with respect to the Leased Premises.

2. ASSIGNEE shall at all times henceforth be considered as the Lessee under the termsof the Lease with respect to the Leased Premises, and shall perform all of the obligations of Lessee as set forth in the Lease.

AMCO
JUN 26 2023