REAL ESTATE
SUB-LEASE

This Sub-Lease Agreement (this "Lease") is dated this 4th day of October, 2019, by and between LiveWell, LLC ("Sub-Landlord"), and Enlighten Alaska Greenery, LLC ("Sub-Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Enlighten Alaska Greenery, LLC (the "Premises") located at 524 E. 48th Avenue, 1B, Anchorage, AK 99503.

TERM. The lease term will begin on May 24, 2019 and will terminate on November 24, 2022.

LEASE PAYMENTS. Sub-Tenant shall pay to Sub-Landlord monthly installments of Twenty-one thousand Dollars ($21,000). Payable in advance on the first day of each month. Sub-Landlord grants Tenant the option to renew this lease one month prior to expiration. Lease payments shall be made to the Sub-Landlord at 9130 Jupiter Avenue, Anchorage, Alaska 99507 which address may be changed from time to time by the Sub-Landlord.

POSSESSION. Sub-Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Sub-Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Sub-Tenant shall remove its goods and effects and peaceably yield up the Premises to Sub-Landlord in as good a condition as when delivered to Sub-Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Sub-Tenant may use the Premises only for Cultivation of commercial marijuana and all legal endeavors. The Premises may be used for any other purpose only with the prior written consent of Sub-Landlord, which shall not be unreasonably withheld. Sub-Tenant shall notify Sub-Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Sub-Tenant shall have the obligation to conduct any construction or remodeling (at Sub-Tenant's expense) that may be required to use the Premises as specified above. Sub-Tenant may also construct such fixtures on the Premises (at Sub-Tenant's expense) that appropriately facilitate its use for such purposes. Sub-Tenant understands that substantial improvements have been made to the Premises that benefit its Use of Premises, and the value and rental use of the improvements is built into the monthly lease installments.

COMPLIANCE WITH REGULATIONS. Sub-Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the state, county, municipal and other authorities, and the fire insurance underwriters. However, Sub-Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature without Sub-Landlord's consent. Sub-Tenant shall remain in compliance with the Marijuana Control Board

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regulations. Sub-Landlord shall not take control of the premise or marijuana product in the event Sub-Tenant abandons the property, Sub-Landlord agrees to immediately contact AMCO and local law enforcement and obtain guidance on how to handle any marijuana or marijuana product left in the premises. Sub-Landlord and any of Sub-Landlord's agents shall comply with Sub-Tenant's Visitor Policy.

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 of proper jurisdiction.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

SUB-LANDLORD:

LiveWell, LLC
9130 Jupiter Avenue Anchorage,
Alaska 99507

TENANT:

Enlighten Alaska Greenery,
LLC 524 E 48th Ave., Suite 1B
Anchorage, Alaska 99503

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would

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become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

SUB-LANDLORD:

LiveWell, LLC

SUB-TENANT:

Enlighten Alaska Greenery, LLC

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LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into on the 25th day of May, 2019, by and between Egemo Properties, Inc. ("Landlord") and LiveWell, LLC ("Tenant"), an Alaska limited liability company whose principal place of business is 9130 Jupiter Dr., Anchorage, Alaska, 99507.

RECITALS

WHEREAS, Landlord is the owner of a lot and commercial building located at 524 E. 48th Ave. In Anchorage, Alaska ("Property");

WHEREAS, Landlord seeks to lease to Tenant, and Tenant seeks to lease from Landlord the Property;

WHEREAS the parties contemplate that Tenant will sublease the Property to two entities related to Tenant, Enlighten Alaska Greenery and Enlighten Extractions; and

WHEREAS the parties have reached agreement on all essential terms of this Lease,

AGREEMENT

NOW THEREFORE, for the consideration set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lease Agreement. Landlord hereby leases the Property to Tenant on the terms and conditions set forth below.

2. Monthly Rent. Shall be payable in the amounts and on the schedule set forth below:

a. For the first Six (6) months from the date of the execution of this Lease Agreement, the monthly

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rental rate shall be in the amount of Ten Thousand Dollars ($10,000.00). Tenant shall pay up front the first Six (6) months of rent upon the signing of this Lease, totaling $60,000.00 in upfront lump sum rental payments which will satisfy the first Six (6) months of rental payments.

b. Thereafter, rental rate shall increase to the amount of Fifteen Thousand Dollars ($15,000.00) for the remainder of the Initial Term (defined in Section 3) of this Lease.

3. Lease Term. The initial term of the Lease shall be 42 months (herein after referred to as the "Initial Term". If the commencement of this Lease is on a day other than the first day of a month, then each month shall be counted as beginning on that same day in the subsequent months. Thus, for example, if the Lease commences on May 20, 2019, the beginning of the next month under the Lease shall be on June 20, 2019, and soon.

4. Lease Extensions. Tenant shall have the option to extend the Lease term for two (2) successive three-year (3) periods, provided that all rent has been paid during the Initial Term of the Lease. If the Lease term is extended, the monthly rent shall increase to sixteen- thousand dollars ($16,000) per month for the first three-year extension, and to seventeen thousand dollars ($17,000) per month for the second three-year extension. Tenants' rights under this paragraph will be immediately extinguished if Tenant has failed to pay monthly rent when required or has physically abandoned the Property for a period of more than 30 days prior to seeking an extension.

5. Existing Improvements and Additional Use Fee. Landlord represents that it has secured professionally drawn architect/electric/mechanical plan sets related to the Property and has made substantial improvements and to the Property that are suited for Tenant's business use of the Property. Landlord has expended approximately $220,310.34 in specialty improvements & plan sets for the Property that would be beneficial to Tenant to utilize in its business operations. In exchange for use of said improvements and use of said plan sets, Tenants will pay to Landlord,

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in addition to rent set forth above, a Use Fee in the amount of $1,485.00 per month for the duration of the Initial Term and any extensions of terms. This Use Fee secures the use of all improvements in the Property and related plan sets. The Use Fee was calculated utilizing the following logical: the amount of the estimated cost of the improvements, divided by the municipality of Anchorage's assessed value of the Property, which equals the percentage of the gained increased utility value, which equates to an extra Use Fee in the amount of $1,485.00 which shall be paid with the regular monthly rental payment[1]. This Use Fee does not come into effect until the end of the first sixth month of this Lease Agreement.

6. Insurance. Tenant shall be obligated to procure commercial general liability insurance with a liability limit of at least $1 million per occurrence, fire and hazard insurance with a coverage limit of at least $2 million per occurrence, and workers' compensation insurance with coverage in the amount of at least $100,000.00, and disease policy limits of at least $500,000.00. The commercial general liability and fire/hazard insurance will identify Landlord as an additional insured. Tenant shall provide proof of insurance coverage to Landlord as each insurance policy is obtained.

7. Utilities. Tenant shall be responsible for pay for electricity and natural gas for the Property. Landlord shall be responsible to pay for snow removal, property taxes and water to the Property. If there is a utility assessment for water in excess of the yearly mean costs for water usage at the Property, such excess shall be the responsibility of the Tenant, which shall promptly reimburse Landlord for such cost.

8. Condition of Property. The Property is being leased "as is, where is" with all fault. Tenant

[1] For clarity's sake, starting after the 6th month of this Lease, the Initial Term total monthly payment shall be $15,000.00 + $1,485.00 = $16,485; Second Lease Extension Term payment shall be $16,000.00 + $1,485.00 = 17,485.00.

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certifies it has had a full and fair opportunity to inspect the Property and agrees it is suitable for its use. Landlord hereby disclaims any and all warranties that the Property is suitable for Tenant's use, and Tenant hereby assumes all risk that the Property is defective and or suitable for Tenant's use.

9. Asbestos. Tenant has been advised that in February 2015 an asbestos test was conducted on certain sheetrock overhead in the building and a small amount of asbestos was discovered. The area of concern was abated by sealing over the area to create a safe work environment. Tenant is being made aware of this condition pursuant to state and federal regulations.

10. Use. The parties acknowledge the Property will be used as amarijuana cultivation and retail establishment pursuant to Alaska law in effect at the time of the execution of this Lease. In the event Federal enforcement of its marijuana laws commence against Tenant, both parties shall be released from the remaining obligations of this Agreement.

11. Subletting. Tenant may sublet the Property to Enlighten Alaska Greenery and/or to Enlighten Extractions, both also located at 9130 Jupiter Dr., Anchorage, Alaska. Tenant may not sublet the Property to any other person or entity without prior written permission of Landlord.

12. Default. Tenant shall be in default under this Lease for the failure to carry out its obligations under any part of this Lease. Default also shall occur if Tenant filesa petition in a bankruptcy court, is hailed into a bankruptcy court, has itself appointed a debtor-in-possession, is insolvent, or if Tenant makes an assignment for the benefit of creditors. Upon default, Tenant shall have fifteen (15) days to cure the default, regardless of whether any notice of default has been communicated by Landlord. In the event of default and a failure to cure the default, Tenant shall be required to quit the Property and the Alaska Marijuana Control Board will be

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contacted by Landlord and informed of the default. 'An uncured default will result in a termination of this Lease unless Landlord and Tenant both agree otherwise.

13. Possession. Tenant shall be entitled to occupy the Property upon the execution of this Lease by both parties.

14. Security Deposit. Prior to occupying the Property, Tenant shall pay to Landlord fifteen-thousand dollars ($15,000) as a security deposit in addition to the first six month's rent (totaling $75,000.00 due upon execution of this Lease). The security deposit shall be held by Landlord until the end of the Lease term and shall be returned to Tenant if the Property is left in the same condition it was in prior to the Lease, normal wear and tear excepted. Tenant shall not be entitled to interest on the security deposit.

15. Repairs. Tenant agrees to keep and maintain the Property in good order and repair at Tenant's own cost for the term of this Lease and any extension of this Lease. All improvements made to the Property by Tenant shall become a part of the Property and will remain in the Property at the conclusion of Tenant's occupancy.

16. Alterations. Tenant shall make no improvements or alterations ofthe Property without Landlord's prior written approval. However, such approval will not be unreasonably withheld.

17. Right to Entry. Landlord and any agent of Landlord shall have the right to enter the Property upon at least five (5) days'advance notice. Landlord understands it must comply with Tenant's required Marijuana Visitor Policy, and remain in eyesight of Tenant or Tenant's agents, and must be 21 of age to enter Property.

18. Liens. Tenant shall not allow any mechanic's or other liens to be recorded against the Property. If Tenant fails to have any such lien cleared, Landlord shall have the right to satisfy the lien(s) and thereafter Tenant shall be obligated to reimburse Landlord for the full amount of such satisfaction,

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and Tenant shall have no right to claim any lien amount was unjustified, unfounded or inflated. Landlord shall place any encumbrance and/or mortgage from any financial institution on this Property for the duration of the Initial Term of the Lease and any extension terms of this Lease. This Lease shall not be subordinate to any such encumbrance or mortgage.

19. Fire or Casualty. In the event of a fire or other casualty affecting the Property, Tenant shall have the right to terminate this Lease if fifty percent (50%) or more of the Property is no longer usable. If less than fifty percent has been rendered unusable, Tenant's monthly rent obligations shall be modified based on the percentage of the Property that remains usable.

20. Insurable Loss. Neither party shall be liable to the other for losses arising out of damage or destruction of the Property to the extent such damage or destruction is covered by insurance.

21. Losses to Business. In no event shall Landlord be responsible for any business-related losses of Tenant or its sublessors, regardless of cause, with the exception of Landlord or Landlord's agent's negligence or malfeasance.

22. Personal Property. Tenant shall be solely responsible for any losses of or damage to any of Tenant's personal property while Tenant is occupying the Property.

23. Mutual Indemnification. Tenant shall defend, indemnify and hold harmless Landlord from and with respect to any claim made against Landlord due to the conduct of Tenant or of Tenant's sublessors, agents, business associates, principals or employees, if such conduct contributed to the claim of liability in whole or inpart. Landlord shall defend, indemnify and hold harmless Tenant from and with respect to any claim made against Tenant due to the conduct of Landlord or of Landlord's agents, business associates, principals or employees, if such conduct contributed to the claim of liability in whole or inpart.

24. Signage. All exterior signs and symbols placed on the Property by Tenant shall first be

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approved in writing by Landlord, but Landlord's permission to a fix such signs and symbols shall not be unreasonably withheld.

25. Termination. Upon termination of this Lease, if there is an arrearage in Tenant's rent obligation, Landlord shall have the right to retain possession of any of Tenant's property in or on the Property and to sell the same in order to satisfy such arrearage, and Landlord shall be entitled to apply the security deposit to any such arrearage. Landlord also shall be entitled to use the security deposit to make repairs to the Property that otherwise would bethe responsibility of Tenant. In the event, after expending best efforts, Tenant is unable to secure all necessary licenses and permits, Tenant shall be released from the remaining obligations of this Lease and Landlord shall be entitled to keep Tenant's security deposit.

26. Waiver. If Landlord fails to enforce any of its rights under this Lease, such failure shall not act as a waiver, either as to those rights or with respect to any other rights Landlord might have under this Lease.

27. Holding Over. If this Lease terminates and Tenant does not vacate the Property, then during such "holding over" period Tenant shall be deemed to be on a month-to-month tenancy and shall be obligated to pay rent as though this Lease did not terminate. During such holding over period, Landlord may terminate this Lease at any time, which shall result in an obligation by Tenant to quit the Property in thirty (30) days from the date oftermination.

28. Alaska Law. This Lease shall be governed by the laws of the State of Alaska.

29. Notices. All notices required or permitted to be given under this Lese shall be in writing and may be hand delivered, mailed or emailed. If mailed, such notices if to Tenant shall be addressed to 9130 Jupiter Dr., Anchorage, Alaska, 99507. Landlord, notices shall be addressed to P.O. Box 110204, Anchorage, Alaska, 99511- 0024. Mailed notices shall be

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deemed delivered three days after mailing.

30. Assigns. This Lease may not be assigned by either party to any other party without the advance written permission of the other party.

31. Entire Agreement. This Lease constitutes the entire agreement between the parties respecting negotiations, agreements, representations and understandings between the parties concerning the matters address in this Lease. The parties to this Lease make no warranties, express or implied, except those set forth in this Lease.

32. Modification. This Lease may not be amended or modified without a writing signed by both parties.

33. Recording. This Lease may be recorded.

34. Dispute Resolution. In the event of a dispute arising out of this Lease, venue will be proper only in Anchorage, Alaska. In the event of such a dispute, the parties shall submit the dispute to binding arbitration using a single arbitrator and pursuant to the Alaska Arbitration Act, unless both parties agree to waive their right to arbitration.

35. Tenant's Option to Purchase. Provided Tenant is not in default beyond all notice and applicable cure periods hereunder, Tenant shall have the right to purchase the Premises at any time after the Second Extension Term, of this Lease upon giving notice in writing to Landlord (the "Purchase Notice") at least ninety (90) days prior to the expiration of Second Extension Term hereof of Tenant's intention to purchase the Premises. If Tenant exercises this Option to Purchase, then Tenant shall purchase, and Landlord shall sell the Premises upon the terms and conditions to be determined by agreement of Landlord and Tenant. Upon the closing of title pursuant to the above-mentioned Purchase Terms, this Lease shall terminate and end. The purchase price for the Premises ("Purchase Price") shall be determined by agreement of the

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Landlord and Tenant, or, if the Landlord and Tenant fail to reach an agreement within fifteen (15) days of the Tenant's Purchase Notice, then by the average of two independent property valuators valuation. The costs of the valuations shall be bore equally by both Parties.

36. First Right of Refusal. If, at any time during the term of this Lease and any extension term, Landlord receives a bona fide offer to purchase or Lease the Property from a third party, and Landlord desires to accept the bona fide offer to purchase or to lease the Property, Landlord shall notify Tenant in writing of the party to whom it desires to sell or Lease such interest and the price at which and the terms upon which it desires to sell or lease the same, and Tenant shall, within 30 days of receipt of the notice, notify Landlord in writing whether it wishes to purchase (or lease) such interest at the price and on the terms set forth in the notice. If Tenant elects to purchase (or extend lease past the option periods in this Lease) such interest, Landlord shall be bound to convey, assign, or otherwise transfer such interest to Tenant promptly thereafter at such price and on such terms. If Tenant elects not to purchase pursuant to this First Right of Refusal, then Landlord would be free to sell the Property to the third-party whose bona fide offer was presented to Tenant.

37. Personal Guarantees. By executing this Lease, Jane B Stinson, Leah Alexandra Levinton and Evan Samuel Levinton each personally guarantees all obligations of Tenant under this Lease, including the obligation to pay rent. Enlighten Alaska, LLC is a guarantor of Tenant's obligations under the Lease so that if, Leah, Jane and Evan all would be guarantors.

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LIVEWELL, LLC

Evan Levinton, Manager/Member — Date: 5/23/19

Leah Levinton, Manager/Member — Date: 5/23/19

Jane Stinson, Manager/Member — Date: 5.23.19

ENLIGHTEN ALASKA, LLC

Evan Levinton, Manager/Member — Date: 5/23/19

Leah Levinton, Manager/Member — Date: 5/23/19

Jane Stinson, Manager/Member — Date: 5.23.19

PERSONAL GUARANTOR

Evan Levinton, Personal Guarantor — Date: 5/23/19

Leah Levinton, Personal Guarantor — Date: 5/23/19

Jane Stinson, Personal Guarantor — Date: 5.23.19

EGEMO PROPERTIES, INC

Joe Egemo, President — Date: 5/23/19

JE EGL JS

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