COMMERCIAL PROPERTY LEASE

THIS LEASE, made August 12, 2023, by and between MACKINCO, An Alaskan Partnership, 1114 Glacier Ave., Juneau, Alaska 99801, Lessor, and The Fireweed Factory LLC, 8415 Airport Blvd N-4, Juneau, AK 99801

WITNESSETH:

That the Lessor in consideration of the payment of the rent and the performance of all the covenants herein contained by the Lessee does hereby demise and lease unto the Lessee the following-described property located in the Juneau Recording District:

A portion of the of the building located at, 8415 Airport Blvd, space B, Juneau, Alaska, containing approximately 2438 square feet for cultivation and Space N-4 containing approximately 1000 square feet for office and storage, totaling 3538 square feet for a term of seven (7) years from September 1, 2023, for a term rent of $296,400.00. The term rent is payable as follows:

$3,528.57 on the first day of the term and the same date each month thereafter throughout year one of the term.

In addition, Lessee agrees to pay the sales tax in effect in the City and Borough of Juneau on each payment as it falls due.

LEASE RENTAL INCREASE. If the items listed below increase in the aggregate of ten per cent (10%) the Lessor may increase the rent once a year on the first of the year following the date of execution of this lease on a pro-rata basis of space rented to total space owned in the building by Lessor where the building wide increase in rent is equal to the total amount of the increase in said items:

Fire and other hazards insurance
Real property taxes
Increases in the consumer Cost-of-Living Index as released by the U.S. Government

LIABILITIES FOR TAXES. The responsibilities of the parties for taxes which may become due or owing as a result of this lease are as follows;

1. Taxes upon personal property owned by lessee or being acquired by Lessee, such as for furniture, equipment, and merchandise used or to be utilized by Lessee are to be paid for by Lessee.

2. License taxes, sales taxes, or other taxes attributable to Lessee's occupation of the demised premises are to be paid by Lessee.

3. Real property taxes and assessments for public improvements are to be paid for by the Lessor, subject to the paragraph entitled Lease Rental Increase.

MAINTENANCE OF THE PREMISES. The parties' responsibilities as the condition of the demised premises during the term of this lease are as follows:

1. The demised premises are accepted by Lessee in their present condition and state of repair.

2. Lessee is responsible for maintaining the interior of the demised premises in its present condition and at Lessee's own expense.

3. Lessor is responsible for maintaining the exterior and foundations of the demised premises in a good state of repair during the term of this lease.

AMCO Received 5.28.24

4. No remodeling or structural alterations of the demised premises may be undertaken without the Lessee first having obtained Lessor's written consent thereto, and all such undertakings shall be performed and completed in a workmanlike manner, with remodeling to include the authority to change and alter interior walls and to install necessary plumbing and wiring for Lessee's purposes. Lessee to bear the costs of any and all alterations. Lessee, subject to the express direction and control of Lessor, shall be responsible for restoring the demised premises to its original condition at the termination of the lease term. Lessors written consent for remodeling shall not be unreasonably withheld.

5. In connection with any maintenance or repair of the furnace or heating systems, the obligation for the payment of same shall be that of the Lessee, on a pro-rata basis, as the normal wear and tear and that of Lessor as to permanent fixture replacement needs. Lessee's pro-rata share of the maintenance or repair of the furnace or heating systems shall be based upon the percentage of the entire area being heated for Lessee's benefit to the total of all leasable space.

6. Lessee is to make the demised premises available to Lessor or Lessor's agents at reasonable times in order to permit inspection concerning the condition and state of repair of the demised premises.

7. Lessor is not responsible for the repair or replacement and the maintaining of water pipes utilized in connection with Lessee's occupation of the demised premises and Lessee shall save Lessor harmless from any damages that may be sustained as a result of Lessee's neglect in allowing said water pipes to freeze.

8. Lessee is responsible for and shall erect and maintain only those signs which are suitable to Lessor, and in order to advertise Lessee's business operation on the demised premises, and Lessee shall obtain Lessor's approval of any such signs prior to ordering, purchasing or erection any such signs.

9. UTILITY AND SERVICE CHARGES. Those expenses which are incurred from day to day in connection with Lessee's occupation of the demised premises shall be apportioned as follows:

1. The obligation of payment and the expense of all utility and local government service charges including, but not limited to, electricity, telephone, and garbage removal, in connection with the demised premises, shall be that of Lessee.

2. Lessee shall arrange, at Lessee's expense, for adequate garbage collection services so as to preclude any unsightliness as a result of garbage litter on the surrounding area.

TERMINATION OF THE LEASE. The conditions governing the termination of this lease and the Lessee's departure from the possession of the demised premises are as follows:

1. Time is declared to be of the essence as to the performance of all conditions and covenants created by the execution of this Lease Indenture with the consequence that any default hereunder gives Lessor the right to take possession of the demised premises and to occupy the demised premises to the exclusion of Lessee, with Lessor thus having the option to thereupon terminate the lease.

2. On termination of this lease, whether by breach or expiration of its term Lessee agrees that Lessee will vacate and depart the demised premises leaving them in as good a condition and state of repair as when possession was taken except as to ordinary wear and tear and damage or destruction by a fire which destroys 20% or more of the demised premises.

3. A default occurs hereunder if Lessee, within ten (10) days of receipt of written notice by Lessor of a failure by Lessee to comply with this agreement.

AMCO Received 5.28.24

4. In the event of destruction by fire or other cause, or in the event of damage sufficient to make the demised premises untenable for period in excess of ninety (90) days, then this lease may be terminated by Lessor or Lessee provided that in the event of an untenable period of less than ninety (90) days the Lessee is relieved of the obligation for the payment of the required monthly lease installments during said untenable period but the lease can only be canceled under such circumstances at the option of the Lessor.

5. In the event that the United States Federal Government withdraws or substantially alters the enforcement priorities outlined in the memorandum that United States Deputy Attorney General James Cole issued to all U.S. Attorneys on August 29, 2013 (commonly referred to as "the Cole Memo"), such that continued operation of a marijuana establishment in compliance with State of Alaska and/or City & Borough of Juneau laws and regulations would no longer likely shield from federal intervention, whether civil or criminal, then this lease may be terminated by Lessor or Lessee.

6. In the event that the State of Alaska and/or City & Borough of Juneau enacts, amends, or repeals laws or regulations, or conditions permits such that the Lessor or Lessee is no longer able to perform any act or operation intended under this lease, or rendering any service required under this Lease, then the performance of any such act or obligation affected by the change in law, or rendering of any such service affected by the change in law shall be excused for the period of resulting delay and the period of the performance or rendering shall be extended for a period equivalent to the period of such delay. Should such a delay extend six (6) months, then this lease may be terminated by Lessor or Lessee.

7. Within ten (10) days after termination and the Lessee vacating the demised premises, any carpeting or flooring, lighting fixtures, wall paneling, and other permanent fixtures or improvements which may have been installed by Lessee or at Lessee's direction become the property of Lessor without cost or expense to the Lessor except as may otherwise be expressly provided herein.

8. This lease may be terminated at any time by mutual consent of Lessee and Lessor.

LIEN INDEMNIFICATION. Lessee is responsible to Lessor for liability incurred as a result of Lessee's acts or neglect, and Lessee shall not allow the demised premises to become subject to any lien, charge, or encumbrances.

QUIET ENJOYMENT AND LEASE RENEWAL. During the term of this lease and as to any renewals of said lease:

1. Lessee is entitled to, and shall hold and enjoy, the demised premises without interference from Lessor so long as Lessee promptly pays the monthly lease installments herein required and performs the covenants and abides by the conditions herein contained.

2. All provisions hereof shall inure to the benefit of, extend to, and include, and be binding upon, the heirs, executors, administrators, successors, and assigns of the Lessee and the Lessor.

3. This lease is not renewable by the Lessee, except as may otherwise be expressly provided herein, and any occupation of the demised premises by the Lessee beyond the term of this lease shall only be upon the basis of a month-to-month tenancy subject to all of the terms and conditions herein contained and not otherwise in conflict.

LIABILITY FOR FIRE LOSS. The Lessor is not responsible to Lessee for any loss by Lessee of personal property maintained on the demised premises as a result of fire or related cause and Lessee shall, at Lessee's sole expense, maintain such insurance as Lessee may desire in order to protect against any such loss.

DAMAGE RESPONSIBILITY. Lessor shall not be liable for any damage occasioned by the negligence or fault of the Lessee, or for any damage resulting from the act or negligence of co-tenants or other occupants of the same building or any owners or occupants of adjacent or contiguous property.

AMCO Received 5.28.24

ABANDONMENT OR VACATION. If lessee shall abandon or vacate said premises prior to the expiration date of this lease, the same may be relet, by the lessor, at the best rent obtainable and any deficiency in the amount of rent herein mentioned to be paid by the lessee and the rent herein mentioned to be paid by the Lessee and the rent received after such abandonment or vacation shall be paid by the Lessee to the Lessor.

SAVE HARMLESS. Lessee will save and indemnify the Lessor harmless from all judgments, liabilities, expenses, costs, and attorneys' fees arising out of any act, omission, or neglect in such respect of the Lessee, lessee's agents or employees, or of any person permitted by Lessee to be upon or about the demised premises, as well as from all judgments, liabilities, expenses, costs and attorney fees incurred or paid by the Lessor in defending against any action at law, suit in equity, or statutory proceedings brought by or at the instance, or in the name of any governmental body, or any public authority in which it shall be attempted to subject the Lessor or the demised premises, or any part thereof to any damages, costs, injunctions, restriction, or regulations, by reason of any claim that there shall have been any such act, omission or neglect of Lessee in any of the respects aforesaid. This save harmless obligation does not apply to loss by fire.

LIABILITY INSURANCE. Lessee agree at all times during the term hereof, at Lessee's own expense, to maintain, keep in effect, furnish, and deliver to the Lessor evidence of liability insurance in form and with an insurer satisfactory to the Lessor, insuring both the Lessor and the Lessee against all liability for damages to person or property in or about said demised premises: the amount of said liability insurance shall not be less than $100,000.00 for injury to one person, $300,000.00 fro injuries arising out of any one accident, and not less than $50,000.00 for property damage. All such insurance shall name Lessor as a co-insured by policy endorsement.

OPTION TO RENEW. Lessee shall be entitled to renew this lease for an additional term of three (3) years upon the same terms and conditions as set forth in this lease, save for the rental terms which, unless the parties otherwise agree, will be established as hereinafter set forth. This option may only be exercised by giving written notice of Lessee's intention to renew not sooner than one hundred eighty (180) days, nor less than ninety (90) days before the expiration of the original term of this lease, which notice must declare the rental rate at which Lessee is willing to renew the lease. Unless Lessor gives Lessee written notice of Lessor's rejection of the renewal rental proposal within thirty (30) days of the date of receipt of Lessee's notice, the renewal rental proposal of Lessee will be deemed accepted by Lessor. If Lessor rejects the renewal rental proposal, Lessee's renewal rights will automatically cease and terminate.

BANKRUPTCY. In the event that the lessee becomes voluntarily or involuntarily bankrupt, or if a receiver is appointed by any court for the business of the Lessee, then the term of this lease shall, at the election of the Lessor, immediately terminate.

CONDEMNATION. With reference to condemnation and any proceedings in regards thereto, the following shall apply:

1. In the event title to the entire demised premises shall be acquired by anyone by exercise of right of eminent domain, this lease shall cease and terminate upon the vesting of title and Lessee shall make all payments required to be made by Lessee hereunder pro-rata to the date of such vesting of title, but Lessee shall be entitled to a pro-rata refund of any rent paid in advance. Lessee shall be indemnified for the depreciated value of any improvements Lessee has made which have increased the value of the demised premises as reflected in the purchase price under eminent domain proceedings.

2. In the event title to less than the whole of the leased premises but more than twenty (20%) percent of any ground floor area of the building thereon, or more than twenty (20%) percent of the entire demised premises shall be so acquired by eminent domain, or, as a result of exercise of such right of eminent domain, the part of the demised premises remaining shall not be one undivided whole, then Lessor shall immediately give to Lessee written notice of such acquisition and Lessee shall have the option to terminate this lease effective on a date to be specified in a written notice to be given by Lessee to Lessor, provided, however, that the date so specified in such notice shall be a date

AMCO Received 5.28.24

not more than sixty (60) days after the receipt by Lessee from Lessor of notice of such acquisition, and in such event Lessee shall make all payments required to be made by Lessee hereunder pro-rata to the date of such termination, but Lessee shall be entitled to a pro-rata refund of any rent paid in advance.

3. In the event Lessee does not exercise Lessee's right of termination, then this lease and all of the covenants, agreements, terms and conditions hereof shall continue in full force and effect as to the portion of the demised premises not taken by exercise of the right of eminent domain. If a portion of the demised premises shall have been so taken by exercise of the right of eminent domain without termination of this lease, as aforesaid, Lessor shall repair and rebuild the portion of the demised premises not so taken in such manner as to render such remaining portion commercially usable for the purpose of Lessee, and lessor shall restore such portion to a unit of substantially like quality and character as existed before such taking. Commencing with the date said portion of the demised premises so taken, the monthly rental shall be reduced in the proportion that the total square footage of the demised premises so taken shall bear to the total square footage the demised premises prior to such taking.

4. Any condemnation award with respect to the demised premises shall be the sole and exclusive property of the Lessor.

PERSONAL PROPERTY. All equipment unique to Lessee's business, and located on the demised premises by Lessee, are the property of Lessee and shall be removed by Lessee or at Lessee's expense at the termination of this lease.

WINDOW GLASS. Lessee shall repair and replace, with like quality, all window or door glass on the demised premises which may become broken or cracked during the lease term or any renewals thereof and shall do so at Lessee's sole expense.

INSURANCE RECOVERY WAVER. Lessor and Lessee, and all parties claiming under them, hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the demised premises or covered by insurance in connection with property on or activities conducted on the demised premises, regardless of the cause of the damage or loss and to the extent of any recovery collectible under such insurance. Lessor and lessee agree to notify fire and extended coverage insurance companies of these conditions and have insurance policies appropriately endorsed in order to preclude insurance coverage invalidity.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seals effective as of the date next written and in the following manner.

LESSOR: MACKINCO

by _____ date 8/14/23

LESSEE:

by _____ date 8/14/23

AMCO Received 5.28.24

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the date next below written, and before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, there appeared personally Edel Nesbinnen, and who has or have executed the above and foregoing instrument, and said person acknowledged to me that he, she or they had signed and sealed the same freely and voluntarily for the uses and purpose therein mentioned.

WITNESS my hand and official seal the date next below written.

DATED: 8/14/2023

Notary Public for Alaska
My Commission Expires: 9/12/2023

THIS IS TO CERTIFY that on the date next below written, and before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, there appeared personally Paul Dishner, and who has or have executed the above and foregoing instrument, and said person acknowledged to me that he, she or they had signed and sealed the same freely and voluntarily for the uses and purpose therein mentioned.

WITNESS my hand and official seal the date next below written.

DATED: 8/14/2023

Notary Public for Alaska
My Commission Expires: 9/12/2023.

AMCO Received 5.28.24

1ST AMENDMENT FOR COMMERCIAL PROPERTY LEASE

THIS AMENDMENT is entered into between Lessor and Lessee of the Commercial Property Lease Agreement that was entered into on August 12, 2023, related to the property commonly known as 8415 Airport Blvd, N-4, Juneau, Alaska.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LANDLORD AND TENANT, THE PARTIES HEREBY AGREE THAT THE LEASE IS REVISED AS FOLLOWS.

ABANDONMENT OR VACATION: Addition of - (1.) In the event of abandonment, vacation or default, Lessor will not take possession of or remove marijuana or marijuana products from the premises, Lessor will contact AMCO in the event that this is necessary.

Except to the extent that the terms and conditions of this Commercial Property Lease Amendment are to the contrary, all other terms and conditions of the August 12, 2023, Commercial Property Lease and any amendments thereto remain in full force and effect.

DATED effective as of the year and date above set forth.

Lessor: MACKINCO

8/2/24

By: Neil E. Mackinnon

Lessee: THE FIREWEED FACTORY LLC

Paul V. Disdier 8/2/24

By: Paul V. Disdier – Managing Member of The Fireweed Factory LLC