

COMMERCIAL LEASE AGREEMENT
THIS LEASE (this "Lease") dated this 9th day of July, 2018

BETWEEN:

Michael & Nia Liljedahl
PO Box 1964,
Valdez, AK 99686
Telephone: (907) 831-2196
(collectively and individually the "Landlord")
OF THE FIRST PART

- AND -

Michael Liljedahl
DBA, Alaskan Greenery
3250 Richardson Hwy,
Valdez, AK 99686
(the "Tenant")
OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing the premises to the Tenant, the Tenant leasing the premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions.

When used in this Lease, the following expressions will have the meanings indicated:

1. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
2. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 3250 Richardson Hwy, Valdez, AK 99686, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
3. "Common Areas and Facilities" mean:
 1. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

4. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
5. "Premises" means the building at 3250 Richardson Hwy, Valdez, AK 99686. No additional land and/or area outside of the building will be leased to the Tenant.
6. "Rent" means the total of Base Rent and Additional Rent.

7. Intent of Lease

8. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

9. Leased Premises

10. The Landlord agrees to rent to the Tenant the building (30' X 40' shop) municipally described as 3250 Richardson Hwy, Valdez, AK 99686, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):
11. As a **State Licensed Marijuana Cultivation Facility**.

12. Term

13. The term of the Lease is a periodic tenancy commencing at 12:00 noon on July 9th, 2018 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy (the "Term").
14. Notwithstanding that the Term commences on July 5, 2018, the Tenant is entitled to possession of the Premises at 12:00 noon on January 1, 2018.

15. Rent

16. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$2,000.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
17. The Tenant will pay the Base Rent on or before the First of each and every month of the Term to the Landlord.

18. Use and Occupation

19. The Tenant will carry on business under the name of **Alaskan Greenery** and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld.
20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and all marijuana regulations of any State, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Distress

21. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord will work with the State of Alaska's AMCO office to remove any marijuana and/or any form of marijuana product from the cultivation facility.

Utilities and Other Costs

22. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water & sewer
23. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, heating fuel and Internet.

Abandonment

24. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord will work with the State of Alaska's AMCO office when it comes to handling any marijuana and/or marijuana products.

Governing Law

25. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.
26. Due to the nature of business conducted in the premises, the State of Alaska's Marijuana Statutes and Regulations set in AS 17.38 and 3AAC 306 will be upheld by both parties as part of the Lease agreement.

Severability

27. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Alaska Landlord and Tenant Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the 'Alaska Landlord and Tenant Act'. Further, any provisions that are required by the 'Alaska Landlord and Tenant Act' are incorporated into this Lease.

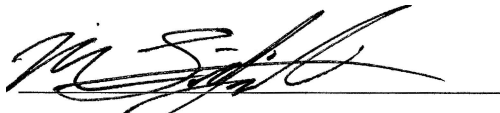
Additional Provisions


28. The landlord/lessor will not take possession of or remove marijuana from the premises, and that AMCO will be contacted in the event that this is necessary.
29. The landlord/lessor acknowledges that the premises will be used as a marijuana establishment.

Care and Use of Premises

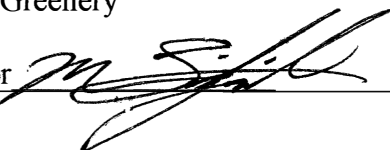
30. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
31. The Tenant will not engage in any illegal trade or activity on or about the Premises. The Tenant will comply with all the State of Alaska's Marijuana Statutes and Regulations set in AS 17.38 and 3AAC 306
32. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 9th day of July, 2018.


Michael Liljedahl (Landlord)


Nia Liljedahl (Landlord)

Michael Liljedahl (Tenant)
DBA, Alaskan Greenery

Owner/Operator 




7/9/18