## **COMMERCIAL LEASE AGREEMENT**

EAGLE BAY INN LLC 1321 SAWMILL CREEK ROAD SUITE C SITKA, ALASKA 99835

This lease is made this 1<sup>st</sup> day of October 2018 by and between Eagle Bay Inn, LLC and Northern Lights Indoor Gardens, LLC. In consideration for the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereby agree as follow:

Eagle Bay Inn, LLC leases to **Northern Lights Indoor Gardens, LLC**, the following described premises: M, N, O AND P bays, Eagle Bay Inn, LLC understands and knows that this is for a marijuana growing business distributions and retail store.

Eagle Bay Inn, LLC, will not take possession of and/or remove marijuana from the premises, and that Alaska Marijuana Control office (AMCO) will be contacted in the event that is necessary.

The term of this lease shall be for 36 months commencing 10/01/2018 and ending 10/01/2021.

Northern Lights Indoor Gardens, LLC, shall pay to Eagle Bay Inn, LLC rent in the amount of \$240,012.00 per 36 months in equal monthly installments of \$6667.00.

Northern Lights Indoor Gardens, LLC, shall use and occupy the premises only as a business; this is subject at all times to the approval of Eagle Bay Inn, LLC.

Northern Lights Indoor Gardens, LLC, will furnish the utilities or amenities at his own expense.

Northern Lights Indoor Gardens, LLC, shall purchase at his own expense public liability insurance in the amount of one million dollars, or have it in the business insurance policy.

Northern Lights Indoor Gardens, LLC, shall not permit or commit waste the premises. Northern Lights Indoor Gardens, LLC, is responsible for snow and ice removal at the back and front of the business entrances. Snow removal of the parking lot is provided and during heavy snow, tenant will comply with all parking and removing vehicles as needed.

Northern Lights Indoor Gardens, LLC shall comply with all rules, regulations, ordinances codes, and laws of all Eagle Bay Inn, LLC members.

Northern Lights Indoor Gardens, LLC, shall not permit or engage in any activity that will affect an increase in the rate of insurance of the building which the premises is now contained nor shall Northern Lights Indoor Gardens, LLC, permit or commit any nuisance thereon.

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Page 1 of 2

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Northern Lights Indoor Gardens, LLC, shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of Eagle Bay Inn, LLC.

At the end of this lease, **Northern Lights Indoor Gardens**, **LLC** shall surrender and deliver up the premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.

Upon default in any term of this lease, Eagle bay Inn, LLC, shall have the right to undertake any or all other remedies permitted by law.

This lease shall be binding upon and insure to the benefit of the parties, their heirs, successors, and assigns. Eagle Bay Inn, LLC, agrees to give Northern Lights Indoor Gardens, LLC, first option when renewing this lease on October 1, 2021.

NORTHERN LIGHTS INDOOR GARDENS, LC

EAGLE BAY INN, LLC

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