

## COMMERCIAL LEASE

**THIS COMMERCIAL LEASE** (the "Lease") is made by and between (hereafter called the "Lessor" or "Landlord") of 103 Metlakatla St., Sitka, Alaska 99835, for the property known as 213 Price Street, Sitka, Alaska 99835.

1. Property. In consideration of the mutual covenants contained herein, the Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor the "Lease Space" located at the above rental address of approximately 7,000 square feet, more fully described in Appendix A ("the Premises"). The Lessee has inspected and shall accept the Premises in its current condition, for the purpose of a marijuana cultivation business. Landlord acknowledges that the premises will be used for a marijuana establishment.

2. TERM. The Lessee is to have and hold the Premises for a term of Twenty four(24) months. The term shall commence on July 1<sup>st</sup>, 2020 (the "commencement date") and shall expire on July 1<sup>st</sup> 2022 (the "expiration date")

3. Extended Term.

(a) Lessee's Option To Extend. Provided the Lessee is not in default of its obligations under this Lease, the Lessee shall have the option to extend the initial term on all the terms and conditions contained herein, except for the monthly base rent, for an additional period of Three (3) years, commencing at midnight on the day the initial term terminates.

(b) Procedure to Extend. In order to exercise its option, the Lessee shall give the Lessor written notice of its intention to extend at least sixty (60) days prior to the expiration of the initial term.

(c) Monthly Base Rent. The monthly base rent for the extended term shall be set by negotiation. The parties shall have thirty (30) days after the Lessor received the notice to extend in which to agree on the monthly base rent for the extended term, if the parties agree they shall immediately execute an amendment to this Lease stating the monthly base rent.

## 4. RENTAL AMOUNT

(a) Monthly base rent. The Lessee shall pay to the Lessor monthly base rent (the "monthly base rent") on or before the first day of each calendar month in an amount equal to Two Thousand Dollars (\$2000.00) per calendar month, and begin on July 1, 2020 and each month of this lease thereafter. All monthly base rent shall be paid to the Lessor at the address to which notices to the Lesser are given Rent for any partial calendar month shall be pro rated at a daily rate of one thirtieth (1/30) of the monthly base rent

(c) Late Penalty. Any rent or other sum required under this Lease to be paid that is not paid within five (5) days of the due date shall be assessed a late charge of One Hundred Dollars (\$100.00); such amount shall be considered liquidated damages and shall be due and payable as additional rent. In the event the late charge assessed above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law. To be considered paid, Lessor must have received the rent or other sum required under this Lease.

5. Utilities. The Lessee, at its costs, shall pay all costs for quantities of water, sewer, garbage, electricity, and other utilities used or consumed on the Premises, or which become due and payable. Prior to taking possession of the Premises, the Lessee shall arrange with the City and Borough of Sitka to be the named persons responsible for all payments for utilities provided by the City and Borough of Juneau to the Premises. The Lessee shall be responsible for, shall arrange for delivery of, and shall pay for all fuel oil (diesel fuel #2), if any, required to operate the any utilities provided with the Premises. If applicable, the Lessor shall provide a full fuel tank when the Lessee takes possession. Likewise, if applicable, the Lessee shall leave a full fuel tank upon termination of the term or extended term of this Lease.

6. Maintenance and Repair. The Lessee, at its cost, shall: maintain the Premises in good condition; make all repairs of whatever kind and nature, foreseen and unforeseen, as may be necessary or appropriate to keep the Premises in good condition; and, remove from the Premises all debris and garbage, and provide all landscaping, gardening, and ice and snow removal. The Lessee, at its cost, shall furnish all janitorial and cleaning services and supplies for the Premises. Lessee shall be responsible for making the premises suitable for its business, and shall be solely responsible for security any necessary permits, licenses, and other approvals.

7. Landlords Right of Entry. Due to state laws regulating cannabis, Landlord and tenant agree that Landlord may only enter the Premises when accompanied by authorized Lessee personnel.

8. Insurance Requirements. The Lessee, at its cost, shall maintain a comprehensive general liability policy, with liability limits of not less than Two Million Dollars (\$2,000,000) per occurrence, against all liability of the Lessee and its authorized representatives arising out of and in connection with the Lessees use or occupancy of the Premises. Such insurance policy shall name the Lessor as an additional insured with all rights of subrogation waived against Lessor. In addition, the Lessor may, from time to time, require the Lessee to increase the amount of coverage. All insurance shall insure the Lessee's performance of the indemnification provisions of this Lease.

9. Policies of Insurance. All insurance required to be provided by the Lessee under this Lease shall be issued by insurance companies authorized to do business in Alaska with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports and shall contain an endorsement requiring at least thirty (30) days' prior written notice of cancellation to the Lessor before the cancellation or change in coverage, scope, or amount of any policy. The Lessee shall deliver a certificate or copy of such policy, together with evidence of all premiums, to the Lessor within 30 days after commencement of this Lease. The Lessee



shall also deliver to the Lessor satisfactory evidence of the renewal of such policy and the payment of all renewal premiums not less than thirty (30) days before the expiration of any policy.

10. Release and Indemnity. The Lessor shall not be liable to the Lessee for any damage to the Lessee or the Lessee's property from any cause, and the Lessee further waives all claims against the Lessor for damage to any person or property arising for any reason.

The Lessee shall defend, indemnify, and hold the Lessor harmless from all claims, demands, causes of action, damages, and any expenses incident thereto, arising out of any damage to any person or property incurring in, on, or about the Premises, or arising out of the Lessee's use of the Premises or the Lessee's breach of any term of this lease. Lessee shall further indemnify Lessor for any and all costs or damages due to civil forfeiture under the federal Controlled Substances Act.

11. Destruction.

(a) Option to Terminate. In the event the Premises is damaged or destroyed so as to render the Premises totally or partially untenantable, the Lessor may elect to terminate this Lease by giving a notice of termination to the Lessee within ninety (90) days from the date of such damage or destruction. In the event the Lessor does not elect to terminate this Lease, the Lessor shall restore the Premises. In the event the Lessor elects to terminate this Lease, this Lease shall terminate on the date the Lessee received the Lessor's notice of termination.

(b) Restoration. In the event the Premises is to be restored, the Lessor with all due diligence shall restore the Premises to substantially the same condition as immediately prior to the date of such damage or destruction, and the Lessee, at its cost, shall restore or repair its improvements, fixtures, and equipment as may be necessary and appropriate to reopen and operate the Premises. All restoration shall be in accordance with the Lessor's plans and specifications at that time and in full compliance with all applicable laws and ordinances.

(c) Abatement of Rent. During the period of untenantability, the monthly base rent shall abate in the same ratio as the portion of the Premises rendered untenantable bears to the whole of the Premises, but all terms and conditions of the Lease shall remain in full force and effect.

12. Alterations and Improvements. Lessee is responsible for all costs of alteration, additions and improvements. Lessee is hereby permitted to make reasonable alterations inside the Premises.

13. Default. The occurrence of any of the following shall constitute a default by the Lessee:

a) Nonpayment. The failure to make payment of any installment of the monthly base rent, or of any other sum required under this Lease to be paid by Lessee if not paid by the due date;

b). Abandonment. The abandonment of the Premises (failure to operate the Sublet Premises) for a period of thirty (30) consecutive days shall be deemed an abandonment;

c) Receiver. The appointment of a receiver or a debtor-in-possession to take possession of the Premises or improvements or of the Lessee's interest in the leasehold estate or of the Lessee's operations on the Premises by reason of the Lessee's insolvency;

d) Bankruptcy. An assignment by the Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against the Lessee under any law for the purpose of adjudicating the Lessee a bankrupt; or for extending time for payment, adjustment, or satisfaction of the Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies and supervision are dismissed, vacated, or otherwise permanently stayed or terminated within thirty (30) days after the assignment, filing, or other initial event;

e) Enforcement Action or Noncompliance with State or Local Laws. Federal law enforcement action against Lessee or Lessor for marijuana activities on the premises including prosecution, investigation, or forfeiture; the non-compliance by Lessee with other Federal law (other than marijuana related), noncompliance with any state or local statute, law, or ordinance, including but not limited to the state marijuana licensing and program rules and local zoning ordinances, any civil action faced by Lessee or Lessor as a result of the marijuana cultivation business; and

f) Violation of Agreement. The failure to observe or perform any of the Lease Agreement's other covenants, agreements, or obligations hereunder, if any such default shall not be cured within thirty (30) days after notice of default has been given to the Lessee.

**In the event of default by Lessee, Landlord will immediately notify AMCO. Landlord will not remove or take possession of marijuana without prior written permission from AMCO on its disposal.**

14. Remedies and Vacation/Surrender of the Premises. In the event of default, after AMCO has been notified and has authorized disposal of marijuana, the Lessor shall have the following remedies in addition to all other rights and remedies allowable at law or equity, to which the Lessor may resort cumulatively or in the alternative:

a) Relet. The Lessor shall have the right, at its election, during the period that the Lessee is in default, to enter the Premises and relet it, or any part of it, to any third party for the Lessee's account, and the Lessee shall remain liable under this Lease for all costs the Lessor incurs in reletting the Premises, including, but not limited to, brokers' commissions, demolition, remodeling, and similar costs. In the event the Lessor reenters and relets the Premises, the Lessee shall pay to the Lessor all rent due under this Lease, less the rent the Lessor receives from any such reletting.

b) Terminate. The Lessor shall have the right, at its election, during the period that Lessee is in default, to give the Lessee notice of the Lessor's intention to terminate this Lease and all of the Lessee's rights hereunder, and on the date specified in such notice, including early



and/or immediate termination of the term of this Lease, and all rights granted the Lessee hereunder shall come to an end as fully as if the lease then expired by its own terms.

c) Retake. In the event of termination of this Lease, the Lessor shall have the right to repossess the Sublet Premises either with process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of the Lessee, including damages for rent not then accrued. The Lessor shall also have the right, without resuming possession of the Premises or terminating this Lease, to sue for and recover all rents and other sums, including damages at any time and from time to time.

Upon termination of this Lease, for default or otherwise (such as expiration of this Lease), Lessee shall vacate the Premises and surrender it to Landlord.

15. Assignment. The Lessee shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except the Lessee's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining the Lessor's written consent. Any dissolution, merger, consolidation, or other reorganization of the Lessee, or the sale or other transfer of a controlling percentage of the capital stock of the Lessee, or the sale of at least fifty-one percent (51%) of the value of the assets of the Lessee, shall be deemed a voluntary assignment. "Controlling percentage" shall mean the ownership of and the right to vote stock possessing at least fifty-one percent (51%) of the total combined voting power of all classes of the Lessee's capital stock issued, outstanding, and entitled to vote for the election of directors. Any assignment, encumbrance, or sublease without the Lessor's written consent shall be voidable and, at the Lessor's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this Section 15.

16. Miscellaneous.

A. Severability. If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

B. Binding Effect. The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

C. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Alaska.

D. Entire Agreement. This Lease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Lease. 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 in writing and must be signed by both Landlord and Tenant.

E. Notice. Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Lessee, at the Premises and if to Landlord, at the address for payment of Rent. Either party may change such addresses from time to time by providing notice as set forth above.

F. Waiver. The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of Rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.

G. Federal law. The parties mutually agree that federal illegality of cannabis operations on the premises is not a valid defense to any claim arising from this Lease Agreement. Thus, the parties waive the right to present any such defense related to the status of cannabis under federal law.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

LANDLORD

JB  
SIGNATURE

TENANT

Elizabeth Martin

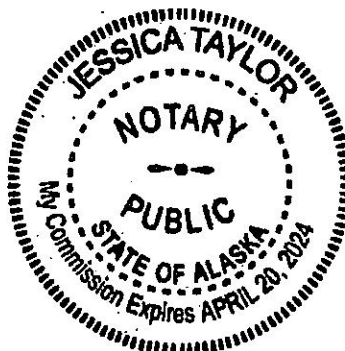
Justin Brown

PRINT NAME

ELIZABETH MARTIN

TITLE(IF APPLICABLE)

AKO Farms  
owner/ceo



Jessica Taylor  
August 7, 2020  
Exp: 4.20.24

Sent in  
8.7.20

**DEED OF TRUST**

THIS DEED OF TRUST is made this 15<sup>th</sup> day of February, between Justin R. Brown, herein called Trustor, and Tisher Construction, LLC of 315 Seward Street, Sitka, Alaska 99835, herein called Beneficiary, and FIRST AMERICAN TITLE COMPANY, INC., of 315 Seward Ave., Suite E, Sitka, Alaska 99835, or such other Trustee as determined by Beneficiary, herein called Trustee,

**WITNESSETH:**

The Trustor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants, bargains, sells and conveys to Trustee, IN TRUST WITH POWER OF SALE, the following described real property in the State of Alaska:

Lot 1A of Mick's Resubdivision according to Plat No. 2016-3, US Survey 3695, Records of the Sitka Recording District, First Judicial District, State of Alaska.

Trustor and Beneficiary acknowledge the receipt, sufficiency, and mutuality of the consideration supporting these presents, and agree as follows:

**ARTICLE I**

**SECURITY**

Section 1.01. Security. This Deed of Trust is made for the purpose of securing:

Clause 1. Performance of each of the agreements of Trustor and Beneficiary herein contained;

Clause 2. Payment to the Beneficiary of the indebtedness evidenced by the Promissory Note of even date herewith, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note;

Clause 3. Any and all other further indebtedness which Trustor may contract to pay Beneficiary for future loans, advances or acceptances, made during the existence of this Deed of Trust, and any renewals, extensions, modifications, refinancings, and substitutions for said further indebtedness;

Clause 4. Any and all sums Beneficiary may expend or advance for the protection or preservation of the property covered by this Deed of Trust.

**ARTICLE II**

Deed of Trust  
Tisher/Brown

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### OBLIGATIONS OF TRUSTOR

Section 2.01. Protection Of Security Of Deed Of Trust. To protect the security of this Deed of Trust, Trustor shall:

- Clause 1. Pay promptly, and in the manner provided in said Note, the principal of and interest, including any penalties, on the indebtedness evidenced thereby;
- Clause 2. Protect and preserve said property and maintain it in good condition and repair;
- Clause 3. Complete or restore promptly, in a good and workmanlike manner, any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefore;
- Clause 4. Not commit or permit waste of said property, or incur any damage to the premises requiring repair, maintenance, or improvements;
- Clause 5. Comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property and not commit, suffer or permit any act upon or concerning said property in violation of law;
- Clause 6. Appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee;
- Clause 7. Pay all costs and expenses, including the cost of evidence of title and reasonable attorney's fees of Beneficiary or Trustee in any action or proceeding in which Beneficiary or Trustee may appear purporting to affect the security, and in any suit brought by Beneficiary to foreclose this Deed;
- Clause 8. Pay all taxes and assessments affecting said property at least ten (10) days before delinquency and pay all utilities, encumbrances, costs, expenses, charges, and liens, including interest, if any, on said property or any part thereof, within at least ten (10) days of becoming due, whether or not such may appear to be prior or superior hereto when due and pay all costs, fees and expenses of this Deed of Trust as accrued;
- Clause 9. Pay immediately, upon demand, all sums paid by Beneficiary to Trustee pursuant to the provisions hereof, with interest from the date of expenditure at the maximum legal rate which then can be charged under the applicable laws of the United States of America and the State of Alaska, and the repayment thereof shall be secured hereby; and
- Clause 10. Be bound upon any acceleration of payments as set out in the Note secured hereby.
- Clause 11. Maintain an insurance policy on the improvements to the real property against loss by fire and casualty and to the property in general against liability to third parties for any injury to their person or property occurring thereon. The fire and casualty insurance policy shall be for not less than the balance due Beneficiary on the note secured hereby plus the balance due on any other note secured by a deed of trust which has priority over this deed of trust and Beneficiary shall be named

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as the loss payee thereon for the balance due Beneficiary on the note secured hereby.

Section 2.02. Acknowledgment of Amount Due. The Trustor, within five (5) days of Beneficiary's personal request, and within ten (10) days of written request, shall furnish an acknowledged statement of the amount due on the Note secured by this Deed of Trust and if any offsets or defenses exist under such debt.

### ARTICLE III

#### DEFAULT - RIGHTS AND REMEDIES

Section 3.01: Same Immediately Due and Payable. Upon default by Trustor in payment of any indebtedness secured hereby, or in performance of any agreement hereunder, or upon default in the performance of any loan agreement or related agreements executed in connection herewith, all sums secured hereby shall immediately become due and payable at the option of Beneficiary.

Section 3.02. Extra Judicial Sale - Application Of Proceeds. In event of default, Beneficiary may execute or cause the Trustee to execute a written notice of default of their election to cause to be sold the herein described property, to satisfy the obligation hereof, and shall cause such notice to be recorded with the office of the recorder for each recording district in which said property, or some part thereof, is situated.

Notice of sale is to be given as and when required by law to Trustor. After passage of no less time than is required by law after recordation of the notice of default, Trustee shall sell said property at the time and place of sale fixed in said notice of sale to the highest and best bidder for cash in lawful money of the United States, payable at the time and place of sale. Trustee may postpone sale of all or any portion of the property in the manner then provided by law.

Trustee shall deliver its deed conveying the property so sold to purchaser, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any persons, including Trustor, Trustee or Beneficiary, as herein defined, may purchase at such sale. After deducting all costs, fees, and expenses of Trustee and the Beneficiary, all of this Trust, including but not limited to cost of evidence of title and reasonable attorney's fees in connection with the sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof not then repaid, with accrued interest at the rate provided under the principal debt and all other sums then secured hereby with the remainder, if any, to the person or persons legally entitled thereto.

Section 3.03. Deficiency Judgment. If Beneficiary elects, in event of default, to proceed by the summary extra-judicial foreclosure method provided in Section 3.02, a deficiency judgment shall not be entered against the makers, sureties or guarantors of the Note secured by this Deed of Trust. However, if Beneficiary elects, in event of default, to (a) judicially foreclose this Deed of Trust as a lien or mortgage, or (b) commence an action on the Note secured hereby, the holder of the Note shall be entitled to a personal judgment against the maker, sureties or guarantors of such note.

Section 3.04. Right Of Beneficiaries Or Trustee To Perform. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee may, after notice to Trustor but without any further obligation to act and without releasing Trustor from any obligation hereof make or do

the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary and Trustee are hereby authorized to enter upon the property for such purposes and to commence, appear in and defend any action or proceeding purporting to affect the security hereof or where therein a claim is made to the rights or powers prior to or superior hereto and are also authorized to incur any liability, expend whatever amounts deemed necessary to the exercise of such power, including the cost of evidence of title, the employment of counsel and the payment of reasonable attorney's fees.

Section 3.05. Unauthorized Transfer Of Interest. Should Trustor sell, convey, transfer or dispose of the property made subject hereto, or any part thereof or interest therein, or agree to do so, without the written consent of Beneficiary being first obtained, then Beneficiary shall have the right to declare all sums secured forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

#### ARTICLE IV

##### TRUSTEE

Section 4.01. Acceptance Of Trust - Limitation Of Duties. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Section 4.02. Discharge And Substitution Of Trustee. Beneficiary may, from time to time and as provided by statute, appoint another Trustee in place of Trustee named herein. Thereupon, the Trustee herein named shall be discharged and the Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee.

Section 4.03 Some Powers Of Trustee. At any time, or from time to time, without liability therefore, upon written request of Beneficiary, presentation of this Deed of Trust and said Note for endorsement and notice to Trustor, but without releasing the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or part of said property, consent to the making of any map or plat thereof, join in granting any easement thereon, join in any extension agreement, or any agreement subordinating the lien or charge hereof.

Upon Beneficiary's written request to Trustee, stating that all sums secured hereby have been paid, and upon surrender and cancellation of this Deed of Trust and note and upon payment of Trustee's fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee or grantees in such reconveyance may be described as the person or persons entitled thereto.

Section 4.04. Right Of Subrogation. The Trustee is subrogated to the rights of all beneficiaries, mortgagees, lienholders, and owners directly paid off or satisfied in whole or in part by the proceeds of the loan hereby secured, regardless of whether upon payment said persons assign, release or record their rights.

#### ARTICLE V



## MISCELLANEOUS PROVISIONS

Section 5.01. Condemnation Award, Etc. Any award or damages in connection with any condemnation for public use of or injury to said property or any part thereof shall be apportioned based upon priority between Beneficiary and all other persons holding against such property. Beneficiary shall apply or release such monies received by them to payment of the Note secured hereby. The balance, if any, after all such payments have been made shall be paid to Trustor.

Section 5.02. Non-Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. The waiver by Beneficiary or Trustor of the breach of any covenant shall not constitute a waiver of any subsequent breach of the same covenant or covenants. In the event Beneficiary (a) releases any part of the security described herein or any person liable for any indebtedness secured hereby, or (b) grants an extension of time on any payments of the indebtedness secured hereby, or [c] waives or fails to exercise any right herein granted, or granted in said Note, said act or omission shall not release Trustor, subsequent purchaser of said property or any part thereof, or makers or sureties of this Deed of Trust or of said Note, nor preclude the holder of said Note from exercising any right, power or privilege herein granted or intended to be granted in event of any other default then or subsequently made.

Section 5.03. Benefit-Construction. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, legal representatives, successors and assigns. The term Beneficiary shall mean the holders and owners including pledgees, of the note secured hereby, whether or not named as Beneficiary herein, or if the note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural. Words of broad or general meaning shall in no way be limited because of their use in connection with words of more restricted significance.

Section 5.04. Obligations Joint And Several. If there be more than one Trustor hereunder, their obligations shall be joint and several.

Section 5.05. Notice. Any notice, request, offer or other communication required or permitted to be given under this Deed of Trust shall be deemed properly given or made when mailed by registered or certified mail in the ordinary course, postage prepaid, if addressed as follows:

TRUSTOR: Justin R. Brown  
103 Metlakatla St.  
Sitka, AK 99835

BENEFICIARY: Tisher Construction, LLC  
315 Seward St.  
Sitka, Alaska 99835

TRUSTEE: First American Title Company, Inc.  
315 Seward Ave., Suite E

Sitka, Alaska 99835

or at such other single addresses as may from time to time be designated by the respective parties in writing.

**Section 5.06. Partial Invalidity.** Nothing contained herein or any transaction related hereto shall be construed or shall so operate, either presently or prospectively, to require Trustor, nor permit Trustee, to do any act contrary to law; and if any clause or provision shall so operate then such offensive language shall only be held for naught as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect.

**Section 5.07. Time Of Essence.** Time of payment or for performance, wherever mentioned hereunder, is strictly of the essence hereof.

**Section 5.08. Remedies Not Exclusive.** The enumeration hereunder of the rights and remedies of the Trustee or Beneficiary or both, are cumulative and such enumeration is not intended to imply that such rights and remedies are mutually exclusive nor that they are in lieu of any or all statutory or common law, equitable or other rights granted to or vested in the holder of said notes, by virtue of the laws of the United States and the State of Alaska, including, but not limited to a judicial foreclosure and sale plus deficiency judgment, or an action on the debt secured hereby.

3-4-2020  
Date

Justin R. Brown  
Justin R. Brown

3-4-2020  
Date

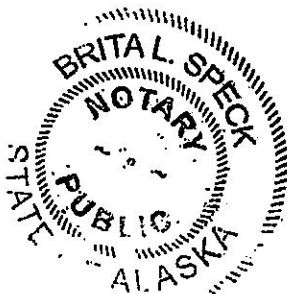
Michael Tisher  
Michael Tisher, Tisher Construction, LLC

STATE OF ALASKA

JUDICIAL DISTRICT Sitka

ss:

The foregoing instrument was acknowledged before me this 4th day of March, 2020, by Justin R. Brown.



[Signature]  
Notary Public for Alaska

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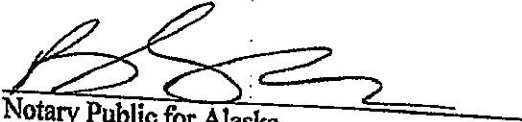


STATE OF ALASKA

FIRST JUDICIAL DISTRICT

)  
)  
)  
ss:

The foregoing instrument was acknowledged before me this 4th day of March, 2020, by Michael Tisher, of Tisher Construction LLC.

  
Notary Public for Alaska



AFTER RECORDING MAIL TO:

Tisher Construction, LLC  
315 Seward Street  
Sitka, AK 99835

Deed Of Trust  
Tisher/Brown  
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21-11-20

Received by AMCO 8.7.20

# LEASE AGREEMENT

This agreement between Justin R. Brown of 103 Metlakatla in the city of Sitka, Alaska 99835 hereafter known as the Landlord,

AND

AKO Farms LLC. of 1210 Beardslee Way in the city of Sitka, Alaska 99835 hereafter known as the tenant(s) agree to the following:

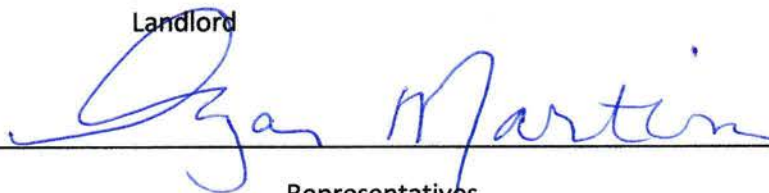
- The Landlord hereby rents to the Tenants 213 Price Street as a commercial property including the building that stands upon it.
- The rent is set at \$2000 monthly due to Landlord within the first 5 days of each month.
- It is understood that Tenant will attain and maintain a General Liability Insurance policy for no less than \$2 million in coverage.
- It is understood that Landlord is responsible for yearly property taxes for 213 Price Street.
- It is understood that Landlord may not at anytime take possession of any marijuana or marijuana product, and the AMCO will be contacted in the event that this be necessary.

This agreement is binding for 1 year at which time each year ends it will be renewed upon current or new arrangements.

Commencing on this 1<sup>st</sup> day of January, 2021;

Justin R. Brown: 

Landlord

AKO Farms LLC: 

Representatives