LEASE AGREEMENT

Good LLC, an Alaska Limited Liability Company, Entity No. 10036394 (hereinafter called Lessee), agrees to lease from the owner, Alaska Welding Services, Inc., an Alaska Corporation, Entity No. 113240 (hereinafter called Lessor), a commercial building in Fairbanks, Alaska, more particularly described below.

PREMISES: The leased premises are located at 1949 Frank Ave, Fairbanks, Alaska 99701. The legal description of the land on which the leased premises are situated is:

> Lot 7, Block 11, Metro Industrial Air Park, 5th Edition, according to the plat filed January 4, 2005 at Plat No. 2005-1, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

CONDITION PRECEDENT: This lease is contingent upon Lessee's effort to obtain a license from the State of Alaska to cultivate marijuana in the State of Alaska. This agreement is null and void if the State of Alaska does not issue such a license.

TERM: The initial lease term is five (5) years, commencing at 12:01 a.m. on the first day of the month following the issuance of a State of Alaska license that permits the Lessee to cultivate marijuana in the State of Alaska, and ending 60 months later at 11:59 p.m. on the last day of the month.

OPTION TO RENEW: Lessee shall have an option of renewing the lease for two (2) additional consecutive terms each of five (5) years, upon such terms as are set forth in the Renewal section of this lease. Notice of Lessee's intent to exercise the option to renew shall be in writing, delivered to the Lessor no more than one hundred eighty (180) days before the expiration of the then current term.

MONTHLY INSTALLMENTS: Lessee shall pay the lease amount in monthly installments according to the following schedule:

- $9,000.00 each month for months 1 through 12.
- $9,250.00 each month for months 13 through 24.
- $9,500.00 each month for months 25 through 36.
- $9,750.00 each month for months 37 through 48.
- $10,000.00 each month for months 49 through 60.

The Lessee shall deposit each monthly installment by Electronic Funds Transfer to the Lessor's bank account at Denali State Bank, Routing No. 125200921, Account No. 02 150 3966 on or before the last day of the month preceding the month for which payment is due during the term of the Lease. The Lessor may change the type or place of payment by notifying the Lessee, in writing, at least ten (10) days in advance of the payment being due. If the last day of the month preceding the month for which payment is due falls on a weekend or holiday, the rent must be paid on the first day that the bank is open thereafter.

The parties agree that the Lessee can purchase a five (5) day extension to pay the rent, from the last day of the preceding month to the 5th of the month, for One Hundred no/100 Dollars ($100.00). This amount constitutes a separate contract with the consideration being forbearance in declaring the rent due. The result will avoid the $500.00 liquidated damages resulting from late payment. This payment must be deposited to the Lessor's account on the day the original rent is due and cannot be paid after that day.

If the monthly rent is not paid when due, including any purchased extension, the parties agree that the Lessee will pay to the Lessor damages in a liquidated amount of Five Hundred and no/100 Dollars ($500.00). This amount is agreed to be a reasonable estimate of the various direct and consequential damages that result when the rent is not paid on time and also recognizes the difficulties inherent in evaluating these damages, together with the impracticality of bring successive lawsuits for such amounts. The liquidated damages are not intended as a penalty, but are a considered estimate of the injury caused by the breach of the contract to pay rent. This amount will be paid out of the next funds received from the Lessee and must be paid simultaneously with the rent for the month. Unless the rent and damages are fully paid, the rent, and all future rents, will be considered to be partly unpaid and subject to the addition of this charge for every month until all liquidated damages and rent are paid current. In other words, if the rent is paid and this amount is outstanding, the rent will be considered to be short by the liquidated damages amount, and the rent will not be considered to be paid when due. When the next rent payment is due, even if the amount designated as rent is paid, it will be considered unpaid because the next liquidated damages will be subtracted first. Thus, liquidated damages will accrue the following month as well. The liquidated damages must be paid with the rent to avoid a continuing breach of the contract.

RENEWAL: The Lessee can renew this lease by providing to the Lessor a written notice of intent to renew no later than 180 days from the date that the lease expires. Failure to provide this notice will be deemed abandonment of any right to renew the lease. Upon receipt of notice from the Lessee the parties will enter into negotiations concerning the terms of the lease including the rental amount, and the amount to be charged for utilities, including water, electricity, heat, but excluding data transfer and telecommunications, and such other issues as experience has shown to the Lessor to be required.

If the Lessee exercises its option to renew the lease, then the parties agree to negotiate in good faith to arrive at a new monthly payment amount, which will not be less than 105% of the monthly amount due for the last month of the previous term, and not more than 110% of the monthly amount due for the last month of the previous term.

If the parties cannot come to agreement on the terms of the renewal, then the Arbitration provision of this lease shall be available should either party elect to use it upon written notice made no later than 60 days before the end of the lease term.

SECURITY DEPOSIT: There will be no security deposit required during this Lease.

DEPOSIT: The Lessee agrees to pay, within ten (10) days of demand, any sums required of the Lessor to rectify failure by the Lessee of any obligations implied or specified in this lease. Lessor shall have the right to proceed against Lessee to recover any sums required for cleaning, painting, or repairs to the premises and replacement of lost or missing items, for which Lessee is responsible, together with full actual attorney's fees and full costs.

PROPERTY TAXES: Lessee shall pay one-half of all annual real property taxes payable to the Fairbanks North Star Borough as additional rent. Lessor will pay the other one-half of annual real property taxes. Property taxes for 2016 shall be pro-rated from May 1, 2016.

OTHER TAXES: Lessee will pay all taxes attributable to the Lessee's business. Lessee shall obtain and maintain all necessary licenses and shall pay all taxes due on Lessee's business operations directly to the licensing or taxing authority.

UTILITIES/HEAT: The Lessee shall pay all utilities used at the demised premises, including electricity, heat, water, sewer, telecommunications, and data transfer.

USE: Lessee agrees that the premises will be used and occupied by the Lessee and for the operation of the Lessee's marijuana growing and manufacturing business, and for no other purpose without prior written permission from Lessor.

ACCEPTANCE & REPAIR: Lessee has inspected the premises prior to occupancy and accepts same as clean with no damage except for those items listed on any Inspection Report. The Lessee shall maintain the premises, parking area, decks, walls, floor and storage areas, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition. Lessee shall make, as and when needed or desired, at its own expense, all repairs, maintenance, and improvements to the premises and/or building of which they are part. At the conclusion of the Lease, Lessee shall pay for a building inspection, including a specific inspection for the detection of mold and other environmental hazards, and will pay the full cost to remediate any environmental hazards.

LESSEE IMPROVEMENTS: Premises are leased in an "as is" condition as of May 1, 2016. With prior written approval of Lessor, Lessee may make improvements or alteration to the premises that may be necessary to the operation of Lessee's business. Except as provided in the following paragraph regarding Alterations, Lessee shall return the premises to Lessor in the same condition that the building was delivered and received on May 1, 2016.

ALTERATIONS: Lessee agrees to do no painting or other decorating of the Premises, or make any alterations, changes, or additions to fixtures, locks or wiring

without the prior written consent of Lessor. All such alterations, additions, or improvements, as approved, shall be paid for by Lessee, shall become the property of Lessor, and shall remain upon the premises, and the ownership of such must be surrendered with the premises at the end of occupancy by Lessee. Lessor may require Lessee to remove any such alterations or improvements at Lessee's sole expense, and return the building to Lessor in the same condition that the building was delivered and received on May 1, 2016.

ACCESS TO PREMISES: The Lessor shall have the right to enter the premises during reasonable hours for the purpose of making inspections, repairs, or alterations to the premises, and during the last 30 days of the occupancy for the purpose of showing the premises. The Lessor shall retain a master key for the purpose of making any entry permitted hereunder. The Lessor will give 12 hours notice of the intent to enter. Additionally, an access key will be provided for entry by emergency services in the "lockbox" customarily used for that purpose.

INSURANCE: Insurance must be maintained by the Lessee, with the Lessor as an additional insured, in the amount of $2,000,000.00 per occurrence; Replacement Cost for premises damage; Medical $50,000.00, General Aggregate $2,000,000.00, Products and Completed Operations $2,000,000.00. There shall be no coinsurance.

LESSOR'S INABILITY TO PERFORM: The obligations of the Lessee to pay rent and to comply with all of the other provisions of this agreement shall not be impaired or excused by reason of the Lessor's inability to perform any of its obligations to supply any service required hereunder, if the Lessor is prevented or delayed from doing so by any cause beyond the reasonable control of the Lessor, except as otherwise provided by law.

RESPONSIBILITY FOR PROPERTY: It shall be the duty of the Lessee to provide fire, casualty, and liability insurance covering the premises occupied by the Lessee. The Lessor is to be disclosed to the agent and carrier as an additional insured and be entitled to notice of delinquency or intent to cancel. The Lessor shall not be responsible for any loss of, or damage to, personal property of the Lessee except as imposed by law.

SNOW REMOVAL/GROUNDSKEEPING: Lessee will pay the cost of snow removal. Lessee can ask to use Lessor's equipment to perform snow removal, which Lessor will permit if the equipment is available.

PARKING: Lessee shall have the non-exclusive use of non-reserved common automobile parking areas, driveways, and footways, in common with Lessor. Lessor reserves the right to designate parking areas for Lessee and Lessee's agents and employees.

ASSIGNMENT: The Lessee shall not assign this agreement, nor sublet the premises, or any part thereof, without the prior written consent of the Lessor.

NOTICE TO VACATE: The Lessee agrees that to terminate tenancy for non-payment of rent, **twenty (20) days** written notice must be given to the Lessee. Termination for any other cause by the Lessor shall be upon ten (10) days written notice. The Lessee may terminate the tenancy, without reason, by delivering to Lessor written notice at least **sixty (60) days prior** to the end of the then existing term of occupancy. The Lessee is liable for the full amount of the rent envisioned by this lease. Default on the Lessee's obligations will not release the Lessee from the full obligation assumed. Upon default or abandonment the amounts due pursuant to the lease will be accelerated and be immediately due and owing, and thus actionable. The Lessor will make reasonable efforts to mitigate damages and reduce the amount due the Lessor by 80% of the cover amount. The other 20% will compensate the Lessor, by way of liquidated damages due to the difficulty of proof and expense of litigation, for the effort and expense required to attempt to mitigate. The amount spent to attempt mitigation will be due whether mitigation is successful or not.

RE-RENTING/LEASING: The **Lessee** agrees that the Lessor shall have the right to show the premises to prospective Lessees for a period of sixty (60) days prior to expiration of the tenancy. The Lessor shall, whenever practicable, give Lessee twenty-four (24) hours prior notice of its intention to enter premises for this purpose.

REMOVAL OF PROPERTY: The Lessee agrees that upon termination of the tenancy, the Lessor may immediately enter the premises and take possession of any property found therein which is reasonably deemed abandoned by the Lessee, except marijuana or marijuana products, and AMCO will be notified. The Lessor shall store the same and mail a notice to the Lessee's last known address stating the location and address of stored property. After fifteen (15) days from the date of notice, the Lessor may sell or otherwise dispose of such property except marijuana or marijuana products (AMCO will be notified) and may apply any income derived from sale against monies due Lessor, including drayage and storage. Any excess income shall also be deemed to be Lessor's.

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COMPLIANCE WITH LAWS AND REGULATIONS: The Lessee shall comply with all applicable laws, orders, and regulations of any governmental authority which imposes any duty upon Lessor or Lessee with respect to the premises or the use and occupancy thereof, and Lessee shall not do or permit anything to be done which will increase the rate of fire insurance on the premises or the building of which it is a part, or the property located therein. Lessee shall indemnify and hold Lessor harmless from all risks of harm to any person, and from any action by any governmental authority, related to the operation of Lessee's business on the premises.

DAMAGE AND DESTRUCTION: If the premises, or any part thereof, is so damaged by fire, casualty or structural defect, such damage or defects not being the result of negligence by Lessee or by any of Lessee's agents, employees or invitees, that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this lease as of the date of such damage. In the event of minor damage to any part of the premises, and if such damage does not render the leased

premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. In making the repairs called for in this paragraph, Lessor shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Lessor. Lessee shall be relieved from paying rent and other charges during any portion of the lease term that the premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes.

CONDEMNATION: If any legally constituted authority condemns the premises or such part thereof which shall make the premises unsuitable for leasing, this lease shall cease when the public authority takes possession, and Lessor and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

SUBORDINATION: Lessee accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing, or hereafter arising, upon the premises and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Lessor is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the premises. Lessee agrees that it will from time to time, upon request by Lessor, execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this lease have been paid, stating that Lessor is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonably require.

TAKING: Should the property be taken by an entity with the power of eminent domain the Lessor, the lease will expire of its own force, the Lessor will retain all proceeds and the Lessee will vacate the premises upon demand.

NO WAIVER IMPLIED: No waiver by the Lessor of any default shall operate as a waiver of any other default or of a like default on a future occasion. No delay or omission on the part of the Lessor in exercising any of its rights shall operate as a waiver of such right or any other rights.

NO CONSENT IMPLIED: No consent by the Lessor to an act or omission by Lessee shall constitute consent to any other act or omission or to a like act or omission on a future occasion.

NO RECORDING: The Lessee shall not record this lease or a memorandum of this lease without the written consent of the Lessor.

LESSEE ADVICE OF COUNSEL AND CONSTRUCTION: The Lessee and the Lessor have the opportunity to consult with counsel. The rule of construction that an instrument shall be construed more strictly against the party who drafted it shall not apply to this lease.

CUMULATIVE REMEDIES: No right or remedy herein conferred upon, or reserved to, the Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law, in equity or by statute.

NOTICE: Hand delivered notice left with an adult at the Lessee's or party's place of business will suffice as notice. Service by a process server, in accord with the rules for serving process in Alaska, will also be sufficient notice. Mailed notice shall be effective if sent to the address designated in writing by the individual to be charged with notice and sent by United States, certified mail with a return receipt requested. The notice will be deemed made on the date of the delivery acknowledged on the returned receipt. If the certified mail notification is returned uncollected, then the notice shall be deemed made as of the date of mailing. The original mailing addresses are set forth in the opening paragraph of this Lease. The address for notice must be changed in writing signed by both parties.

ARBITRATION: In the event a dispute arises concerning this lease or its formation, the parties will attempt non-binding arbitration before terminating any right or resorting to litigation. Each party will chose an arbitrator and the arbitrators will chose a tie breaker. Then, upon presentation by each party of its position, the arbitrators shall deliberate and inform the parties of their decision. The cost of arbitration will be paid by the party initiating it, in advance, to the primary arbitrator for the full expected cost of the arbitration. The cost of the arbitration will be assessed by the arbitrators in proportion to their opinion about the good faith and strength of the respective positions.

ATTORNEY FEES: If The Lessor or Lessee shall bring any action for any relief against the other, declaratory, injunctive, or otherwise, arising out of this lease, and its formation, including any suit by the Lessor for the recovery of rent or possession of the premises, the losing party shall pay the successful party the other's full actual, reasonable attorney's fees and full actual, reasonable costs incurred in bringing such suit to the extent permitted by law. Should the remedy be achieved without litigation the same payment provision applies to the cost of achieving agreement or arbitration.

SEVERABILITY: If any provision of this lease, or the application thereof to any

person or circumstance, shall be invalid or unenforceable to any extent, the remainder of this lease, and the application of such provision to other persons or circumstances, shall not be affected thereby and shall continue in effect and be enforced to the greatest extent permitted by law.

SUCCESSOR AND ASSIGNS: This lease shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This lease may not be assigned by any party without the express written consent of the other party.

GOVERNING LAW: This agreement shall be governed by, and interpreted in accordance with, the laws of the State of Alaska.

VENUE: All legal action pertaining to this agreement, or the formation of this agreement, shall be had in the State of Alaska, Fourth Judicial District at Fairbanks, Alaska.

TIME OF ESSENCE: Time shall be of the essence of the performance of the obligations of this Lease. This means that every provision must be performed exactly when required by the Lease, and any late performance does not cure the underlying default.

INTEGRATION/MODIFICATION: This lease contains the entire, final and binding understanding of the parties with respect to the subject matter of the lease, and it supersedes all prior negotiations, acts, understandings, forbearances, and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This lease, in whole or in part, cannot be changed, modified, extended, or discharged orally, and no waiver of compliance with any provision or condition hereof, and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.

SIGNATURES ON SEPARATE PAGE

IN WITNESS WHEREOF, the parties have executed this Lease.

Dated: 9-26-16

Alaska Welding Services, Inc., Lessor

By: Gary J. Kinzer, its President

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 26th day of April, 2016, by Gary J. Kinzer, in his representative capacity as President, Alaska Welding Services, Inc.

Notary Public for the State of Alaska
My commission expires: 6/12/19

Dated: 9-26-16

Good LLC, Lessee

By: Christian Hood, Organizer and Member

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 26th day of April 2016, by Christian Hood, in her representative capacity as Organizer and Member of Good LLC.

Notary Public for Alaska
My commission expires: 6/12/19

NICK AKERS
My Commission Expires
NOTARY PUBLIC
Jun 12, 2019
STATE OF ALASKA