Partnership Agreement

THIS PARTNERSHIP AGREEMENT is made this 6th day of April 2016, by and between Destiny Neade and Nicholas J. Neade.

Section 1. Explanatory Statement

The parties hereto desire to enter into the business of owning and operating a State of Alaska licensed marijuana cultivation, processing, manufacturing, and retail selling business in Fairbanks, Alaska. In order to accomplish their aforesaid desires, the parties hereto desire to join together in a general partnership under and pursuant to the Uniform Partnership Act, Alaska Statutes Title 32, Chapter 6, as amended from time to time (the "Act").

NOW THEREFORE, in consideration of their mutual promises, covenants, and agreements, and the Explanatory Statement, which Explanatory Statement is incorporated by reference herein and made a substantive part of this Partnership Agreement, the parties hereto do hereby promise, covenant and agree as follows:

Section 2. Principal Place of Business

The principal office and place of business of the Partnership (the "Office") shall be located at 3915 Peger Rd, Fairbanks, Alaska 99709.

3.1. The business and purposes of the Partnership are to cultivate, process, manufacture and sell marijuana and to engage in such other businesses and purposes as the Partners may from time to time determine in accordance with Section 8 of this Agreement.

Section 4. Term

The Partnership shall commence upon the date of this Agreement, as set forth above. Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall continue without defined term.

Section 5. Capital Contribution

The original capital contributions to the Partnership of each of the Partners shall be made concurrently with their respective execution, acknowledgement, sealing and delivery of this Agreement in the following amounts set forth after their respective names:

Destiny Neade: Capital contribution includes her existing licenses and permits issued by the State of Alaska and the Fairbanks North Star Borough, together with her interest in the real property and improvements at 3915 Peger Rd., Fairbanks, Alaska, FNSB Property Account Number 0458848, more particularly described as:

> Lot 5A2 of the Replat of Lot 5A, PEGER INDUSTRIAL PARK, according to the plat filed August 26, 1987 as Plat No. 87-75; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

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Nicholas J. Neade: Capital contribution includes his interest in the real property and improvements at 3915 Peger Rd., Fairbanks, Alaska, FNSB Property Account Number 0458848, more particularly described as:

> Lot 5A2 of the Replat of Lot 5A, PEGER INDUSTRIAL PARK, according to the plat filed August 26, 1987 as Plat No. 87-75; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

Each partner shall make additional capital contributions in equal shares. Proportion to that partner's percentage ownership set forth in Section 6.

Except as specifically provided in this Agreement, or as otherwise provided by and in accordance with law to the extent such law is not inconsistent with this Agreement, no Partner shall have the right to withdraw or reduce his or her contributions to the capital of the Partnership.

Section 6. Profit and Loss

The percentages of Partnership Rights and Partnership Interest of each of the Partners shall be as follows:

Destiny Neade: 50%

Nicholas J. Neade: 50%

Except as provided in Section 7.3 of this Agreement, for purposes of Sections 702 and 704 of the Internal Revenue Code of 1954, or the corresponding provisions of any future federal internal revenue law, or any similar tax law of any state or jurisdiction, the determination of each Partner's distributive share of all items of income, gain, loss, deduction, credit or allowance of the Partnership for any period or year shall be made in accordance with, and in proportion to, such Partner's percentage of Partnership Interest as it may then exist.

Section 7. Distribution of Profits

7.1. Generally, gross cash distribution in proportion to Partners percentages of partnership interest, will be made based on the scheduled payments of processors or within 60 days of payments being made. The gross cash distribution

Generally, operating expenses will be shared at the time those expenses are realized in proportion to Partners percentages of partnership interest. While each purchase will not require an accounting of partnership interest, reimbursement to the payor, based on share, will be resolved every 30 days.

Section 8. Management of the Partnership Business

All decisions respecting the management, operation and control of the Partnership business and determination made in accordance with the provisions of this Agreement shall be made based upon a majority share of the partnership in favor of the decision.

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Nothing herein contained shall be construed to constitute any Partner or the agent of another Partner, except as expressly provided herein, or in any manner to limit the Partnership to the carrying on of their own respective businesses or activities. Any of the Partners, or any agent, servant or employee of any of the Partners, may engage in and possess any interest in other businesses or ventures of every nature and description, independently or with other persons, whether or not, directly or indirectly, in competition with the business or purpose of the Partnership, and neither the Partnership nor any of the Partners shall have any rights, by virtue of this Agreement or otherwise, in and to such independent ventures or the income or profits derived therefrom, or any rights, duties or obligations in respect thereof.

The Partners shall devote to the conduct of the Partnership business so much of their respective time as may be reasonably necessary for the efficient operation of the Partnership business.

Section 9. Salaries

Unless otherwise agreed by the Partners in accordance with Section 8 of this Agreement, no Partner shall receive any salary for services rendered to or for the Partnership.

Section 10. Legal Title to Partnership Property

Legal title to the property of the Partnership shall be held in the name of or in such other name or manner as the Partners shall determine to be in the best interest of the Partnership. Without limiting the foregoing grant of authority, the Partners may arrange to have title taken and held in their own names or in the names of trustees, nominees or straw parties for the Partnership. It is expressly understood and agreed that the manner of holding title to property (or any part thereof) of the Partnership is solely for the convenience of the Partnership, and that all such property shall be treated as Partnership property subject to the terms of this Agreement.

Section 12. Fiscal Year Audits

This partnership is the expansion of a small business built in family and trust. Records will be imperfect but maintained to current standards of the business. Audits would be impractical and expensive and rather than relying on outside auditors the partners will rely on themselves to fairly apportion expenses and profits.

Section 11. Banking

All revenue of the Partnership shall be deposited regularly in the Partners private savings and checking accounts at such bank or banks as shall be selected by the Partners. The partners will not borrow any money by or on behalf of, the Partnership.

Section 13. Transfer of Partnership Interest and Partnership Rights

No Partner shall, during the term of the Partnership, sell, hypothecate, pledge, assign or otherwise transfer with or without consideration (hereinafter collectively referred to as a

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"Transfer") any part or all of his Partnership Interest or Partnership Rights in the Partnership to any other person.

Section 14. Family Members.

For purposes of this Agreement, members of the "immediate family" of a Partner are hereby defined to be such person's spouse or children.

Section 15. Notices.

Any and all notices, offers, acceptances, requests, certifications and consents provided for in this Agreement shall be in writing and shall be given and be deemed to have been given when personally delivered against a signed receipt or mailed by registered or certified mail, return receipt requested, to the last address which the addressee has given to the Partnership. The address of each partner is set under his signature at the end of this Agreement, and each partner agrees to notify the Partnership of any change of address. The address of the Partnership shall be its principal office.

Section 16. Governing Law.

It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights, duties, obligations and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the State of New York.

Section 17. Miscellaneous Provisions.

This Agreement shall be binding upon, and inure to the benefit of, all parties hereto, their personal and legal representatives, guardians, successors, and their assigns to the extent, but only to the extent, that assignment is provided for in accordance with, and permitted by, the provisions of this Agreement.

Nothing herein contained shall be construed to limit in any manner the Partners, or their respective agents, servants, and employees, in carrying on their own respective businesses or activities.

The Partners agree that they and each of them will take whatever action or actions as are deemed by counsel to the Partnership to be reasonably necessary or desirable from time to time to effectuate the provisions of intent of this Agreement, and to that end, the Partners agree that they will execute, acknowledge, seal and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement or any of the provisions hereof, or to carry out the intent of this Agreement, or any of the provisions hereof.

Throughout this Agreement, where such meanings would be appropriate: (a) the masculine gender shall be deemed to include the feminine and the neuter and vice- versa, and (b) the singular shall be deemed to include the plural, and vice-versa. The headings herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of this Agreement, or the intent of any provisions thereof.

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This Agreement and exhibits attached hereto set forth all (and are intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations, oral or written, express or implied, among them other than as set forth herein.

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. In the event there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the Partners have no legal right to contract, the later shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, article, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of this Agreement shall continue in full force and effect.

Each partner agrees to insert in his Will or to execute a Codicil thereto directing and authorizing his personal representatives to fulfill and comply with the provisions hereof and to sell and transfer his percentage of Partnership Interest and Partnership Rights in accordance herewith.

The Partnership shall have the right to make application for, take out and maintain in effect such policies of life insurance on the lives of any or all of the Partners, whenever and in such amounts as the Partners shall determine in accordance with Section 8 of this Agreement. Each Partner shall exert his best efforts and fully assist and cooperate with the Partnership in obtaining any such policies of life insurance.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and acknowledged this Agreement as of the date first above written.

4/9/2014
Date

D. Neade
Destiny Neade

4/9/2014
Date

Nick Neade
Nick Neade

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State of ALASKA
Judicial District (or County of 4TH
or Municipality of FNSB

The foregoing instrument was acknowledged before me this 9TH April (date) by
Destiny Neade and Nicholas J Neade
(names of persons who acknowledged).

Notary Public
ALYSSA R. DUNEHEW
State of Alaska
My Commission Expires Feb. 8, 2018

Notary

My Commission Expires: 02/08/18 Serial Number, if any

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