LEASE

This lease dated the 21st day of December, 2015 by and between Goldstein Improvement Company, 130 Seward St, Suite 001, Juneau, Alaska 99801 hereinafter called "Landlord," **and James M. Barrett and Giono G. Barrett, dba Rainforest Farms LLC., Box 21714 Juneau, Alaska 99802, hereinafter called "Tenant."**

WITNESSETH

In consideration of the mutual covenants and agreements contained in this lease, Landlord and Tenant agree as follows:

1. TERM. **The term of this lease shall commence on the 01/01/2016 shall continue for a period of 12 months ending on 12/31/2016. Lease payment obligation is to begin March 1, 2016. A non-refundable prepayment of March, April and May 2016 rent will be accepted at lease signing.**

2. RENT. During the term of this lease, Tenant shall pay to Landlord as basic monthly rent the amount of **Twenty Five Hundred Dollars, plus applicable tax, on or before the first calendar day of each month,** in advance, at the Landlord's address, without demand and without any deduction or set-off whatsoever. Tenant will be deemed in default of this lease if payment is not received by the fifth day of the month. **(ref $2625.00)**

3. LEASED PREMISES. **Landlord leases to Tenant, approximately 1230 interior square feet and 120 exterior square feet located at 216 2nd Street in the Charles Goldstein Building, Juneau, Alaska. For the purpose of general retail and of State of Alaska approved and licensed marijuana retail sales. The premises are leased to Tenant in "as is, where is" condition, subject to the following modifications:**

NONE

4. REIMBURSEMENT FOR IMPROVEMENTS.

NONE

5. UTILITIES. Landlord shall pay for heating and water and sewer service, arising out of Tenant's occupancy and use of leased premises. Tenant shall pay for electrical service, janitorial service, telephone, waste removal, and all other services within the leased premises.

6. MAINTENANCE AND REPAIR. Tenant shall maintain at Tenant's expense, the leased premises at all times in good order, condition, and repair, of equal quality of the original work, ordinary wear and tear excepted, and in a clean, sanitary and safe condition, in accordance with all applicable laws, ordinances and regulations, including all utility systems exclusively serving the leased premises, doors, windows, floors and floor coverings, interior walls and all interior painting and decorations, and all equipment, facilities, fixtures, and appurtenances. Tenant shall permit no waste, damage or injury to the leased premises. If Tenant refuses or neglects to commence necessary repairs within 15 days after receipt of written demand from the Landlord, or does not adequately complete such repairs within a reasonable time thereafter, Landlord may make necessary repairs without liability to Tenant for any loss or damage

that may occur to Tenant's stock or business that may result. Tenant shall pay Landlord, on demand, the cost of such repairs.

7. DESTRUCTION OF PREMISES. In the event the leased location is damaged or partially destroyed by earthquake, tsunami, or other casualty so as to prevent or significantly impair Tenant's use and occupancy of the leased premise Landlord shall immediately undertake repairs necessary to restore Tenant's right to occupancy and use of leased premises, provided said repairs can be accomplished with ordinary effort, within 180 days of the event causing the damage. For the period of repairs during which Tenant's use and occupancy of the leased premises are impaired, rent will be reduced in proportion to the level of impairment. In the event the leased location is totally destroyed, or repairs of partial destruction or damage cannot be ordinarily accomplished within 180 days, Landlord may elect, at Landlord's option, to terminate this lease.

8. ASSIGNMENT AND SUBLETTING. Tenant shall not assign or in any manner transfer this lease or any interest therein, nor sublet the leased premises or any part or parts thereof without prior written consent of the Landlord. Any consent by Landlord may include additional fees or rental charges associated with the subleased portion of the space. Any assignment, sublease or other transfer of this lease or any interest therein without Landlord's approval is void, and at the option of the Landlord, may terminate this lease. No assignment, sublease or other transfer shall release Tenant of any obligations under this lease. None of the Tenant's rights under this lease, nor any estate created thereby, shall pass to any trustee or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law.

9. ENCUMBRANCE AND TRANSFER OF LEASE INTEREST. Landlord reserves the right to sell, transfer, assign or otherwise convey or encumber Landlord's interest in this lease, subject to the terms and conditions of the lease and reservation of the Tenant's rights created thereunder

10. INSTALLATIONS, ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any repairs, alterations, or additions to the interior or exterior of the leased premises or contract therefore without first obtaining Landlord's written consent, and delivering to Landlord the plans and specifications and copies of the proposed contracts and necessary permits. All alterations, additions, improvements, and fixtures, other than trade fixtures, installed upon the leased premises shall become the property of the Landlord and shall remain upon and be surrendered with the leased premises at the termination of this lease, subject to the Landlord's option provided in Paragraph 13 of this lease.

11. MECHANICS AND MATERIALS LIENS. Tenant shall not allow any mechanic or material lien to be filed against the leased premises or the landlord by reason of any work or materials furnished to the leased premises. If a mechanic or materials lien is filed, Tenant shall immediately cause the same to be discharged, but Tenants shall have the right to contest any such liens. If Tenant fails to cause a mechanic or material lien to be discharged within 30 days of the notification of the filing of said lien and before judgment and sale thereunder, then Landlord may discharge the lien and the amount paid by the Landlord shall be due and payable by the Tenant to the Landlord. Nothing contained in this lease shall be construed as a consent on the part of the Landlord to subject the Landlord's estate in the leased premises or the landlord to any lien.

12. SURRENDER OF POSSESSION. At the expiration or earlier of the term of this lease, Tenant shall surrender the leased premises in good condition and repair except for reasonable wear and tear, and repairs specifically required herein to be performed by the Landlord. If the leased premises are not so surrendered, Tenant shall indemnify Landlord against any loss or liability resulting from Tenant's delay in surrendering the leased premises including claims by a successor tenant resulting from the delay. In the event Tenant remains in possession of the leased premises after the expiration of the term of this

lease and without the execution of a new lease, but with the acquiescence of the Landlord, Tenant will be deemed to be occupying the leased premises as a month-to month tenant, at twice the monthly rental rate applicable at the expiration of the lease, and subject to all the other terms and conditions of this lease.

13. REMOVAL OF FIXTURES AND IMPROVEMENTS. If required in writing by the Landlord upon expiration or early termination of this lease, Tenant shall immediately remove any designated alterations, additions, fixtures, and improvements made or installed in the leased premises by Tenant, and shall remove all of Tenant's trade fixtures and personalty, and repair any damage from such removal, at Tenant's expense. Tenant shall return the leased premises to its original condition, and in default thereof, Landlord may effect removal and repairs, and Tenant shall immediately pay Landlord the cost thereof.

14. INSPECTION OF PREMISES. Landlord reserves the right to inspect the leased premises at any time, and during the two month period immediately preceding the expiration of the term of this lease, the Landlord is privileged to inspect the premises together with brokers or prospective tenants. Landlord shall be privileged to post notices of non-responsibility on the leased premises, and to erect and maintain signs indicating the availability of the leased premises for future lease during the two month period immediately preceding the expiration of the term of this lease.

15. INTERFERENCE WITH USE AND OCCUPANCY. In the event that the leased premises or any part thereof becomes unusable or prevent the Tenant from occupancy as a result of any cause except those set forth in Paragraph 7, Tenant shall give prompt written notice thereof to Landlord, and Landlord shall immediately make repairs to remedy the condition specified in the notice. Unless the condition limiting use and occupancy resulted from Tenant's intentional, reckless, or negligent actions, Landlord shall pay for costs of repairs and Tenant's rent shall be reduced in proportion to the limit on use and occupancy experienced by the Tenant.

16. INDEMNIFICATION. Tenant agrees to indemnify and hold harmless, Landlord against any claim, expense, loss or liability incurred as a result of any occurrence, other than Landlords negligence, on or about the leased premises, or occasioned in whole or in part by the use and occupancy of the leased premises, or from any breach or default under this lease, or from any act or omission or negligence of Tenant, his or her agents, licensees, employees, sublessees, concessionaires, invitees, or customers.

17. INSURANCE. Landlords shall obtain and maintain fire and extended coverage, rent loss and other insurance as Landlord deems advisable with respect to the leased premises, but not coverage on Tenant's personalty, contents, improvements and betterments of the leased space, nor for loss of Tenant's business, profits or income. Tenant shall obtain and maintain comprehensive general liability insurance with a minimum liability of $ 100,000.00 per person for injuries, including death, $ 300,000.00 per accident, and $ 100,000.00 for damage to property. This is to include coverage for all exterior glass. Tenant shall also obtain and maintain Worker's Compensation Insurance, in the amount required by Alaska law. **Tenant shall also list The Goldstein Improvement Company as additional insured.**

18. ADVERTISING. Landlord in its sole discretion, shall have the right to prohibit any advertising by Tenant which may tend to impair the reputation of the landlord, its owner or management, or other tenants of the landlord, or which in any way adversely affects the Charles Goldstein Building or the uses thereof. Tenant shall not display or post any sign, notice, picture, placard, poster or any advertising matter whatsoever anywhere in or about the leased premises or the building without first obtaining Landlord's written consent therefore. Landlord in its sole discretion, may withhold his consent for advertising or displays he determines to be unreasonable or in bad taste, or are bad business practices.

19. OPTION TO RENEW. **Landlord hereby gives and grants to Tenant an option to renew this lease for an additional three year period, commencing 01/01/2017, under the following conditions:**

a. **Tenant must notify Landlord of his intent to exercise this option in writing before 10/1/2016.**
b. No default of this lease by the Tenant exists at the time the option is exercised;
c. Landlord has not, prior to receipt of Tenant's notice under subparagraph (a), sold, entered into an agreement of sale, opted to develop or redevelop property or placed the property on the market for sale to a third party;
d. **Tenant shall pay for heating only arising out of Tenant's occupancy and use of leased premises in addition to electrical service, janitorial service, telephone, waste removal, and all other services within the leased premises.**
e. **The terms and conditions of this lease shall apply during the option years, except that rent will be increased to $3000.00 (includes 5% sales tax)**
f. Approval by GIC stockholders.

20. DEFAULT BY TENANT. Any of the following events shall constitute a default by Tenant under this lease:
a. If this lease is assigned or the leased premises are sublet, either voluntarily or by operation of law, except as provided herein;
b. If Tenant fails to pay when due, any rent or additional payments required under the terms of this lease;
c. If Tenant fails to operate the leased premises as required herein, and such failure is not cured within five days after written notice is provided by Landlord;
d. If Tenant fails to comply with any other provision of this lease, and does not cure such failure within thirty days after written notice is provided by Landlord specifying the default;
e. If a writ of execution or attachment is levied on or against the property of Tenant;
f. If Tenant abandons the leased premises; or
g. If proceeding are instituted for the reorganization, liquidation, or involuntary dissolution of Tenant, or for its adjudication as bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed is not discharged within 30 days of the institution of such proceedings.
In the event of default, Landlord may elect to cancel and terminate this lease, or to reenter and take possession of the leased premises and terminate Tenants right to possession of leased premises without terminating the lease or any of Tenant's obligations for the balance of this lease. In the event of default, Landlord may elect to cure the default at Tenant's expense. Tenant shall reimburse Landlord for all amounts expended in connection with curing the default, including attorney's fees and incidental costs. Such amounts, together with interest accruing at the rate of 10% per year from the date of the expenditure, shall be deemed additional rent when the installment of rent immediately following the expenditure is due.
Failure by Landlord to declare Tenant in default and to terminate this lease does not operate as a waiver of any provision of this lease preventing Landlord from declaring Tenant in default and terminating the lease for a further default of the same or similar nature.
The remedies conferred upon Landlord by law and the remedies conferred upon Landlord by this lease are cumulative, and no remedy shall be deemed to exclude any other remedy. Each remedy may be exercised from time to time, as often as the occasion arises.

21. DEFAULT BY LANDLORD. Should Landlord be in default under the terms of this lease, Landlord shall have a reasonable time of not less than sixty days after receipt of written notice of the default from Tenant to cure the default.

22. TENANT'S RIGHT OF FIRST REFUSAL. N/A

23. MISCELLANEOUS.

a. The provisions of this lease are binding upon and inure to the benefit of the devisees, legatees, heirs, legal representatives, successors and assigns of the parties.
b. No amendment to the lease is effective unless expressed in writing and executed by the parties to this lease.
c. No delay or omission on the part of the parties in exercising any of their respective rights under this lease shall operate as a waiver of such right, or any other right.
d. Any demand or notice made or given by either party is effective **when mailed certified return receipt, postage prepaid, or delivered to Goldstein Improvement Company, 130 Seward St. Suite 001, Juneau, Alaska 99801, and Goldstein Improvement Company, c/o Sedacca Accountants 11661 San Vincente, Los Angeles, CA 90049 &** **********

e. Time is of the essence for the performance of any of the covenants of this agreement and for the fulfillment of any conditions or obligations hereunder.
f. Nothing in this lease shall be construed to grant an exclusive right to conduct a particular business, sell any particular merchandise or offer any particular service within The Goldstein Annex.
g. Nothing in this lease shall be construed as a representation or agreement that the Tenant's business will benefit in whole or in part by any other tenancies, occupancies or traffic in or around The Goldstein annex. There shall be no claim for abatement or diminution of Tenant's rent due to changes, diminution or cessation in other tenancies, occupancies or traffic due to any cause whatsoever, except where specifically provided for in this lease.
h. The laws of the State of Alaska shall govern the validity, performance, and enforcement of this lease.
i. The invalidity or unenforceability of any of the provisions contained in this lease shall not effect or impair the validity or enforceability of any other provisions of this lease.
j. The heading of the several paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

DATED: **12/23/15**

Daniel Glidmann
The Goldstein Improvement Co.

DATED: **12/23/15**

James M Barrett MANAGER
RAINFOREST FARMS, LLC

Giono G Barrett