COMMERCIAL LEASE AGREEMENT

SUITE 1, 3025 PARKS HIGHWAY, FAIRBANKS, AK 99709

This agreement, dated December 1, 2016, is between:

OHWWHO, LLC and Valley Marketers, INC.

1. LANDLORD:

The Landlord(s) and/or agent(s) is/are:

Dave Shaw, Nancy Shaw, and/or Building Manager; and will be referred to in this Lease Agreement as "Owner(s), Landlord(s)" and with all rights and authorities granted by Valley Marketers, INC. to enact such lease.

2. TENANT:

The Tenant(s) is/are:

Name: OHWWHO, LLC dba ONE HIT WONDER
Address: PO Box 321, Ester, AK 99725
Contact: J. Grant (750-3222)

3. PROPERTY:

The Landlord agrees to rent the Tenant(s) the property located at:

3025 Parks Hwy, Suite 1, Fairbanks, AK 99709

The office space in the Northeast corner of the building, referred to in the Lease as the "Leased Premises."

4. TERM OF LEASE AGREEMENT:

The Lease commences on October 1st, 2016 and tentatively end on December 31st, 2017* with the conditional validity of Lease based on OHWWHO, LLC receiving necessary permits from the FNSB and State of Alaska; failure to receive necessary permits nullifies all future months.

The Lease agreement is voided if Lessees/Tenants are denied necessary permits for their planned business; there is no consequence in month of notice. The FNSB & State of Alaska will take 45+ days from application. Application of said permits cannot begin until Lease Agreement is official. Once required application(s) are submitted by OHWWHO, LLC; if denied, and Lessees/Tenants choose to exercise their right to terminate they are entitled to full refund of lease deposit(s) if Lessor/Landlord is notified within 5 business days of permit/application denial notice.

Tenants must provide landlord written notice of Tenants' intent to vacate and terminate this lease. VERBAL NOTICE IS NOT SUFFICIENT UNDER ANY CIRCUMSTANCES. Landlord or Tenants can give notice to the other party of intentions to terminate the lease, and thus vacate the property when the lease ends. Or the landlord and Tenant can agree to renegotiate the Lease for another term.

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5. USE & OCCUPANCY OF PROPERTY:

The only person(s) using the Leased premises is/are:

A. OHWWHO, LLC owner, retail employees, and consultant(s).

B. OHWWHO, LLC dba ONE HIT WONDER.

C. All employees at said business shall be introduced to the building manager, so the manager knows who is allowed on premises.

D. The Tenant(s) will use the Leased Premises only as a Retail Marijuana Outlet, and for any use associated therewith including agricultural products.

6. RENT DUE:

A. Monthly Rent: Tenants will pay all-inclusive monthly rent of $[redacted] for each month during this lease.

B. Due Date: The rent is due in advance of or on the *5th day* of each month. Rental Payments are made payable to: *Valley Marketers, INC.*

C. Place of Payment: Landlord will collect rent via Building Manager. Alternatively, payments can be sent US MAIL to: PO BOX 349, Nenana, AK 99760; or as determined as appropriate between Landlord & Tenants(s).

D. Method of Payment: Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by this Lease. Tenant(s) may pay all rent by cash, check, money order, cashier's check or EFT/WIRE.

E. Rent Increases: There will be no rent increases through the Termination Date/Term of lease agreement.

F. Utilities: All utilities (water, sewer, electric, gas, internet/wifi) are included in the monthly rent.

7. SECURITY/CLEANING DEPOSIT:

A. Upon execution of this Lease, the Tenant(s) agree to pay to the Landlord a Security/Cleaning Deposit in the amount of $[redacted] Tenant(s) agrees that Landlord may retain the deposit to the extent of unpaid accrued rent (including Late Charges) or damages resulting from Tenant's non-compliance with AS 34.03.120.

B. Provision: If conditional election to terminate by Tenant(s) is within 15 business days of permit/application denial notice, all monies returned. If conditional election to terminate is greater than 15 business days of permit/application denial notice, current month rent(s) paid and all subsequent months returned/cancelled.

8. MAINTENANCE & REPAIRS:

Landlord shall be responsible for repairs in/or about the Lease Premises unless caused by the negligence of the Tenant. Tenant(s) will be responsible for any repairs cause by his/her/their negligence. Landlord shall maintain the building in sanitary and usable condition(s) at all times and/or make repairs promptly. If building facilities are not available, the Landlord assumes financial responsibility to make temporary facilities available until permanent repairs can be completed.

A. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any such repair of which the Tenant(s) becomes aware. Once notified, Landlord will promptly make repairs.

B. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.

C. Yard Maintenance: Landlord will maintain, pay all expenses, and be responsible for all summer and winter yard maintenance and will use reasonable diligence in maintaining the yard. "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and other foliage on or encroaching on the Property. If Landlord does not maintain, Tenant will maintain, and hold Landlord responsible for all costs involved.

9. CONDITION OF PROPERTY:

A. The Tenant acknowledges that they have inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.

B. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.

C. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement; however all improvements made to the building do not need to be removed.

D. Tenant(s) agree that Landlord, and/or their agents may enter Leased Property with an OHWWHO, LLC agent/employee present, by reasonable means at reasonable times with a 24-hour notice given to Tenant(s) to:

(1) inspect the Property for condition

(2) make repairs/improvements

(3) show the Property to prospective tenants, prospective purchasers, government inspectors, fire marshals, lenders, appraisers, or insurance agents

(4) exercise a contractual or statutory lien

(5) leave written notices

(6) seize *non-exempt* property after default. Landlord may immediately enter the Leased Property for emergency reasons. Landlord may prominently display a "for-sale" or "for-lease" (or similarly worded statement) sign on the Property during the last 45-days of the term of this Lease.

E. Landlord agrees and will comply with all State and Local laws regarding the possession of marijuana and marijuana products that are owned/stored on-site by Tenant. Landlord agrees and understands that they may not take possession or remove marijuana or marijuana products and that State, Local, and regulatory enforcement will be contacted if marijuana products are removed at any time.

F. No Environmental/ Hazard risk(s) assumed by OHWWHO, LLC due to Fuel Pump System.

10. MOVE-IN CONDITION:

Tenant(s) have inspected visual physical condition and accepts the Property AS-IS, except for conditions materially affecting the safety or health of ordinary persons or unless expressly noted otherwise in the Lease. Landlord has made no express or implied warranties as to the condition of the Property and no agreements have been made regarding future repairs unless specified in this LEASE. Tenant(s) will accept the Property in a clean and good condition (unless noted separately) and have access to basic building amenities.

Tenant(s) accept no responsibility to repair unless directly damaged or OHWWHO, LLC negligence.

Landlord will not require leased premises to be returned in original condition; as improvements will be made over the lease agreement.

11. ENDING OR RENEWING THE LEASE AGREEMENT:

This Lease Agreement may end on December 31, 2017; Tenant(s) hold the exclusive option to extend the lease an additional 12 months, and all pertained rights herein granted by this lease, by notifying Landlord at least 30-days prior to 12/31/17.

Landlord(s) may change the terms of the Lease by giving 120 days' certified written notice prior to the date of expiration; Landlord may not end lease prior to exclusive

days' written notice prior to the date of expiration.

Lease Renewal available starting September 2017.

***REFER TO SECTION 4 FOR ALL OTHER LEASE CONDITIONS*

12. MOVE-OUT CONDITIONS:

Unless Tenant(s) improvements have been made and Tenant(s) does not seek to remove; Tenant(s) will surrender the Property in the same condition as when received, normal wear and tear accepted. "Normal Wear & Tear" means deterioration that occurs without negligence, carelessness, accident or abuse. Tenant(s) will leave the Property in a clean condition, free of all trash, debris, and any personal property or belongings. If Tenant leaves any personal property or belongings in the Property after Tenant(s) surrender possession of the Property, all such personal property or belongings shall be forfeited to and become the property of the Landlord. "Surrender" means vacating the Property and returning all keys and access devices to the Landlord. Upon termination of Lease, Landlord can remove "surrendered" property at Tenant(s) expense. Tenant(s) understand that Security Deposit will be held/used if this is not completed.

13. ASSIGNMENT and SUBLETTING:

Tenant(s) may assign or sublet the Property without Landlord's written consent. An assignment or subletting of the Property is voidable by Landlord at the end of the original lease period, and Landlord may not terminate the Lease until that date. Under no circumstances will Landlord be released from obligations in the Lease by virtue of an assignment or sublease; unless landlord and tenant make alternative arrangements.

14. GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska.

15. ATTORNEY FEES:

In any lawsuit or other legal action involving contractual or statutory obligations of Landlord or Tenant(s), the prevailing party is entitled to recover prejudgment interest, attorney's fees and all other costs of litigation for the non-prevailing party.

16. AGREEMENT OF PARTIES:

This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement. This Lease is binding upon and insures to the

benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns. All Tenant(s) are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or the signature of, any one or more of the Tenant(s) regarding any term of this Lease, its renewal, or its termination is binding on all Tenant(s) executing this Lease. Should any clause in this Lease be found invalid, or unenforceable by a court of law, the remainder of this Lease will not be affected and all other provisions of this Lease will remain valid and enforceable. Landlord's past delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed to be a waiver of any other breach by Tenant(s) or any other term, condition or covenant in this Lease. All notices under this Lease must be delivered to Tenant(s) at the Property Address and to Landlord or Landlord's representative at the address specified.

17. MOVE-IN ACCOUNTING:

FIRST MONTH/October 2016 RENT:
$[redacted]

CLEANING/SECURITY DEPOSIT:
$[redacted]

LAST MONTH/ December 2018 RENT:
$[redacted]

BALANCE PAID 5/1/2016: $[redacted]

BALANCE DUE @ MOVE-IN: (*10.1.2016*) $[redacted]

1.

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18. ENTIRE AGREEMENT NOTICE: This is an important LEGAL document.

This is intended to be a legal agreement binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult a legal representative BEFORE signing it.

If the Landlord fails to enforce any provision of this Lease Agreement, it is not a waiver of any future default or default of the remaining provisions.

By signing this Lease Agreement, the Tenant(s) certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, rules and regulations of this Lease.

TENANT SIGNATURE: J. Grant
J. GRANT, *President/Owner* 12.1.16
OHWWHO, LLC dba ONE HIT WONDER

LANDLORD/AGENT SIGNATURE: Nancy Shaw
N. SHAW, *Secretary* 12.1.16
VALLEY MARKETERS, INC.

LANDLORD/AGENT SIGNATURE: David Shaw
D. SHAW, *Director/Treasurer* 12.1.16
VALLEY MARKETERS, INC.

Valley Marketers, Inc.

PO Box 349

Nenana, AK 99760

December 9, 2016

To whom it may concern:

Valley Marketers, Inc. has been working with OHWWHO, LLC to open a marijuana retail store in our property at 3025 Parks Highway. We have all been in agreement for this to happen. Nancy Shaw and David Shaw, two of our board members have been overseeing this property and this transaction. They have authority to negotiate the contracts and business details to make this happen.

Alan Shaw

Board Member, Valley Marketers

Kathie Shaw

Shareholder, Valley Marketers

David Glover

Board Member, Valley Marketers