North Gate Square

Lease space

THIS LEASE is made as of the 1st day of February 2017, between NORTHGATE MALL, LLC, 308 OLD STEESE HWY, Fairbanks, Alaska 99701, hereinafter called "Lessor," and Good, LLC, whose address is 356 Old Steese Hwy., Fairbanks, Alaska 99701, hereinafter called "Lessee."

Lessor and Lessee agree as follows:

For and in consideration of the rents, covenants and conditions specified herein to be paid, performed and observed by Lessee, Lessor leases to Lessee, and Lessee leases from Lessor, the below-described Premises upon the following terms, covenants and conditions:

1. Effective Date of Lease

As used in this Lease the "effective date of the Lease" for rent means the date Good, LLC takes possession of 356 Old Steese Hwy on February 1, 2017.

Leased Premises

(a) The leased Premises consists of office space located in North Gate Square Commercial Condominiums ("Building"), according to those certain Declarations of Covenants, Conditions and Restrictions, Reservations of Easements and Condominium Plan dated November 10, 1983, recorded at Book 339, Page 0792; the square footages of the office space are set forth in Exhibit A, attached hereto and incorporated herein by reference.

(b) Lessor agrees to afford Lessee adequate parking as required by law pursuant to FNSB Code Sec. 18.50.060.

(c) This Lease confers no rights either with regard to the subsurface of the Land below the Building or with regard to airspace above the Building.

2. Term

The term of this Lease shall be for 60 calendar months from February 1, 2017 through January 31, 2022.

3. Rent

(a) Base Rent for Initial Term. Lessee covenants and agrees to pay Lessor Base Rent as follows:

February 1, 2017 through January 31, 2022 - $6,500.00/month

(b) Base Rent for Renewal Term. In the event Lessee exercises his option to renew for an additional 5 year Lease, the Base Rent for the subsequent term shall be negotiated and established at fair market rates.

(c) Payment. All monthly installments of the Base Rent shall be payable in advance on or before the first day of each calendar month, without setoff or deduction. Rent shall be paid by Lessee to Lessor at 356 Old Steese Hwy., Fairbanks Alaska, 99701, or to such other place as Lessor designates from time to time in writing. Any payment not received by the **fifth** of any calendar month shall be subject to a **$100.00 late fee**. Payments due shall be considered made when received by Lessor at the notice address. No credit will be given for offsets or payments to third parties.

(d) Interest. In the event Lessee shall fail to pay, when the same is due and payable, any Base Rent or additional rent or other amount required under the terms of this Lease Agreement, in addition to the late fee noted in the previous paragraph and any other remedies of Lessor with respect to such default under this Lease Agreement or applicable

law, such unpaid amounts shall bear interest from the due date thereof until paid at the maximum rate of interest allowed by law.

4. Use

The Premises shall be used for Retail Marijuana, limited manufacturing and related operations and for no other use without Lessor's prior written consent. Lessor is familiar with Lessee's present operations and acknowledges that these operations are acceptable. Lessee agrees to comply with the following rules and regulations and with such reasonable modifications thereof as Lessor may make from time to time:

(a) Lessee shall not exhibit, sell or offer for sale in the Premises, the Building or the Property any article or thing except those articles or things essentially connected with the stated use of the Premises set forth above without the advance written consent of the Lessor.

(b) Lessee will not make or permit to be made any use of the Premises which, in the judgment of Lessor, shall in anyway impair the character, reputation or appearance of the Building or which will impair or interfere with or tend to impair or interfere with any of the services performed by Lessor for the premises.

(c) Lessee shall at all times keep the premises in a neat, clean, attractive and orderly condition and in good repair, and shall permit Lessor or its authorized agent to enter onto and inspect the use and condition of the property during regular business hours.

(d) Lessee shall comply with and abide by all requirements of the codes and ordinances of the Fairbanks North Star Borough and any applicable laws of the State of Alaska or the United States.

(e) Parking by Lessee, its agents, employees and independent contractors is permitted as follows:

(i) Lessee parking shall be permitted in those places specifically assigned to Lessee by Lessor.

(ii) If assigned parking is insufficient to accommodate the employees, agents and independent contractors of the Lessee, then, with the prior written consent of Lessor, employees, agents and independent contractors will be permitted to park in the customer parking area, provided that the automobiles are parked in those areas of the customer parking area furthest from the common areas of the mall.

(iii) Automobiles belonging to Lessee, its employees, agents and independent contractors parked in places other than those described in this Lease, at the discretion of Lessor, may at any time be impounded and towed away, and Lessee, on behalf of itself and its employees, agents and independent contractors, expressly consents to the impounding and towing away.

(f) Lessee acknowledges receipt of a copy of the Declaration of Covenants, Conditions and Restrictions, Reservation of Easements and Condominium Plan Pursuant to the Horizontal Property Regimes Act, dated November 10, 1983, recorded at Official Records, Book 339, Page 0792, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska; and a copy of the By-Laws of the North Gate Square Commercial Condominium Association. Lessee agrees to comply with the terms and conditions of those instruments, and to comply with the duly adopted and promulgated rules, regulations and policies of North Gate Square Commercial Condominium Association.

5. Environmental Compliance Requirements

Lessee hereby agrees as follows:

(a) In connection with Lessee's use of Premises, Lessee agrees to observe and comply fully with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders and other requirements in every aspect relating to the

use of the Property, including, if any, generation, recycling, reuse, sale, storage, handling, transportation, release and disposal of any hazardous materials.

(b) With reasonable cause and at any time in the contemplation of the Lease, Lessor shall have the right, from time to time, at Lessee's expense, to obtain reports from independent consulting firms as well as appropriate legal advice to ascertain that Lessee is in full compliance with paragraph 6 of this Lease. Lessee will cooperate with Lessor and provide such consulting firm with access to any and all parts of the Premises for these purposes at any reasonable time.

(c) Lessee agrees to notify Lessor, in writing, within three (3) business days of:

(i) Any environmental regulatory inquiry or nonroutine inspection, formal or informal, and all investigations and potential investigations by any private or governmental representative regarding any environmental aspect of the Lease; and

(ii) Any actual spills, releases or discharges of hazardous materials or hazardous substances (including, without limitation, any preexisting spills, releases or discharges of which Lessee may become aware) occurring as a result of any activity related to the operations of Lessee on the Premises, or which have occurred on the Premises without regard to Lessee's operations, at any time.

6. Signs

No signs or other advertising matter, canopies or awnings shall be attached to or painted on the Premises on or in the windows, door or store front thereof without prior written approval of Lessor which consent shall not be unreasonably withheld. Lessor acknowledges that Lessee's existing sign is acceptable and may be installed on the façade above the front door of the building at Lessee's expense and risk.

7. Locks

No additional locks or similar devices shall be attached to any door or window without Lessor's consent. Lessee agrees to provide to Lessor, at the time of Lessee's execution of this Lease, two (2) keys for each dissimilar lock on the Premises, so that Lessor will have access to all areas of the Premises. All keys must be returned to Lessor at the expiration or termination of this Lease.

8. Floors

Lessee shall not overload any floor. Lessor may direct the time and manner of delivery, routing and removal, and the location, of safes and other heavy articles.

9. Additional Machinery

Unless Lessor gives consent in writing, Lessee shall not install or operate any machinery, equipment, refrigerating or heating device or air conditioning apparatus in or about the Premises, or carry on any mechanical business therein, or use the Premises for housing accommodations or sleeping purposes, or do any cooking therein, or use any illumination other than electrical light, or use or permit to be brought into the Building any flammable fluids such as gasoline, kerosene, naphtha, and benzene, or any explosives, radioactive materials or other articles deemed extra hazardous to life, limb or premises unless approved in writing by Lessor and done in a manner which would neither violate any federal, state or local law, ordinance or regulation, nor result in an increase in Lessor's insurance premiums or termination of any insurance coverage maintained by Lessor. Lessee shall not use the Premises for any unlawful or unauthorized purpose.

10. HVAC

Lessee shall cooperate fully with Lessor to assure the effective operation of the Building's heating and air conditioning system, including the closing of doors, Venetian blinds and drapes, and if windows are openable, to keep them closed when the heating or air conditioning system is in use.

11. Ingress and Egress

The sidewalks, halls, passages, exits, entrances, stairways or roof shall not be obstructed by Lessee for any purpose or used for any purpose other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, stairways, and roof are not for the use of the general public and Lessor shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of the Lessor, shall be prejudicial to the safety, character, reputation and interests of the Property and its Lessees, provided that nothing herein contained shall be construed to prevent such access to persons with whom Lessee normally deals in the ordinary course of Lessee's business unless such persons are engaged in illegal activities. No Lessee and no employees or invitees of any Lessee shall go upon the roof of the Building. Lessee will be liable for any damage that it, its employees or invitees may cause due to any of its activities on the roof of the premises.

12. Nondisturbance

Lessee shall not permit the Premises to be occupied or used in a manner offensive or objectionable to the Lessor or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other lessees or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises or the Building.

13. Water

Lessee undertakes to use all reasonable precautions to minimize water and electrical usage and to prevent waste or damage resulting from any water leakage in the Building. Lessee shall take reasonable precautions so that the doors of the Premises are closed and securely locked after business hours and take reasonable precautions so that water faucets or water apparatus are entirely shut off before Lessees' employees leave the Building.

14. Storage of Vehicles

Vehicles may not be stored upon the premises. Stored or abandoned vehicles will be towed at the vehicle owner's expense. Recreation vehicles are prohibited upon the premises unless they are used solely to commute to and from the work place. Occasional overnight parking of less than three (3) days duration shall not constitute storage or abandonment.

15. Toilets

The toilets and other plumbing facilities in the Building shall not be used for any purpose other than that for which they were constructed. Lessee shall exercise all due diligence to keep all plumbing lines open and shall not deposit nor permit any substance to be deposited in the plumbing which would be injurious to the facilities or their efficient operation. Any damage resulting to the plumbing facilities from Lessee's misuse of same shall be borne by Lessee.

16. Increase in Insurance Premium

In addition to all other liabilities for breach of any covenant of this Paragraph 5, Lessee shall pay to the Lessor an amount equal to any increases in insurance premiums payable by Lessor caused by such breach. Lessee shall also be liable to Lessor for any damages resulting from any such rules and regulations by Lessee.

17. Disposal of Toxic and Contaminated Materials

Lessee shall properly and lawfully dispose of all toxic, hazardous, radioactive and contaminated materials generated in connection with Lessee's use of the Premises. Lessee agrees to further dispose of said materials in such a manner that Lessor's janitorial personnel are not exposed to said materials. Lessee agrees to indemnify and hold Lessor harmless for any breach of Lessee's obligations under this Paragraph 6. Lessor shall have the right to demand strict compliance by Lessee with all provisions of this paragraph and in addition to all other remedies at law or under this Lease to specifically enforce these provisions in an action in the Superior Court.

18. Utilities and Services

Lessor shall pay the following utility and service expenses: (a) parking lot snow removal, (b) exterior lighting, (c) dumpster garbage service, (d) exterior maintenance (except windows, signs, and doors of Lessee's Premises), and (e) furnace and air conditioning repairs.

Lessee shall pay for: (a) electricity, (b) heating oil, (c) water and sewer, (d) indoor plumbing repairs, and (e) all other utilities and services and the fees and expenses created by them, including, without limitation, sales taxes and other duties and charges upon the Premises, telephone, janitorial, and snow removal from walkways adjoining the Premises, and shall pay them promptly as they become due. Lessee shall have sole responsibility for contracting and notifying, in the manner required by the rule and regulations of the utilities and companies, each utility or company and assuring that all such charges and fees are billed to and paid by Lessee.

19. Nonresponsiblity for Utility Outage

Lessor shall not be liable to Lessee for any loss or damage caused by or resulting from any variation, interruption or failure of such utilities or services due to any cause whatsoever so long as such failure is temporary. In the case of such failure, Lessor shall take all reasonable steps to restore the interrupted utilities or services. No temporary interruption or failure of such services due to any cause beyond Lessor's control shall be deemed to be an eviction of Lessee or shall relieve Lessee of any of Lessee's obligations hereunder.

20. Additional Electrical Service

If any additional electrical circuits or outlets are requested or required by Lessee, they will be paid for by Lessee.

21. Exclusion of Utilities for Trade Fixtures

Lessor and Lessee agree that the obligations of Lessor with reference to the utilities, maintenance and repair as described in this Lease do not extend to repair, servicing or replacement of the trade fixtures of Lessee.

22. Acceptance of Premises

Lessee accepts the premises demised hereunder "as is," except for agreed improvements, renovations, repairs or remodeling to be performed by Lessor, as agreed by the parties in a signed writing to be exchanged prior to execution of the Lease. All of the parties to this Lease acknowledge that they have had the right to review this Lease and all other documents relating to this Lease with their own attorney. Each party electing to have this Lease reviewed by an attorney shall bear the costs and expenses so incurred.

23. Condition Upon Surrender

Lessee shall at the termination of this Lease, whether voluntary or involuntary, return the Premises to Lessor or its designee in good repair and in as clean a state or condition as the Premises were in at the date this Lease commences. No allowance shall be made to Lessee for ordinary wear and tear, depreciation or deterioration through the passage of time. Lessee specifically assumes the obligation of maintaining and promptly repairing the Premises in such a condition and manner as to prevent wear and tear, deterioration and depreciation.

24. Alterations

Lessee shall not make any alterations, additions, changes or improvements to the Premises without the prior written consent of the Lessor and where requested by Lessor in accordance with plans and specifications approved by Lessor; Lessor's consent to such alterations, additions, changes or improvements shall not be unreasonably withheld. When such consent by the Lessor is given, all workmanship involved and material used shall be of a quality consistent with the construction of the Premises at the start of the lease term.

In the event the Lessor reasonably feels that the Lessee has allowed inferior material or workmanship to become a part of the Premises at any location or for whatever purposes,

then, immediately following written notification of such deficiency to Lessee, Lessee shall promptly cause such deficiency to be remedied to the satisfaction of the Lessor. All contractors involved in such alterations shall be approved by Lessor prior to commencing work and shall be under the supervision of Lessor. Said alterations and improvements, such as carpet, light fixtures, stud walls, doors and all other alterations will, at the expiration or earlier termination of this Lease or extensions hereof become the property of the Lessor, except that Lessor can elect at any time, to require Lessee to remove any alterations that Lessee has made to the Premises. If Lessor so elects, Lessee, at Lessee's expense, shall restore the Premises to the condition designated by Lessor, before the last day of the lease term or within 30 days after notice of election is given, whichever is later.

25. Maintenance and Repairs: Lessee's Obligations

Lessee, at Lessee's expense, shall be responsible for the maintenance and repair of Lessee's personal property and trade fixtures on the premises. Additionally, Lessee shall neither commit nor permit waste of the premises and shall exercise due care in conducting its operations on the Premises so as not to destroy, damage, or interfere with any portion of the premises.

26. Assignment and Subletting

(a) 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 to occupy or use all or any part of the Premises without first obtaining Lessor's prior written consent, which consent may be unreasonably withheld. Any assignments, encumbrances or subleases without Lessor's consent shall be voidable and, at Lessor's election, shall constitute a default.

(b) The Lessee may solicit sublessees for a portion of the Premises, draft subleases and submit the proposed subleases to the Lessor for its approval. Lessor shall have the right to approve all subleases.

(c) No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

(d) Lessee hereby and irrevocably assigns to Lessor, as security for Lessee's obligations under this Lease, all rent from any subletting of all or a part of the Premises, and Lessor, as assignee and attorney fact for Lessee, may collect such rent and apply it toward Lessee's obligations under this Lease, except that, until the occurrence of any act of default by Lessee, Lessee shall have the right to collect such rent. Neither this paragraph nor collection of any such rent by Lessor shall be deemed to be Lessor's approval of any such sublease.

(e) All assignment instruments shall include language whereby Assignee expressly assumes and agrees to pay the obligations of Lessee under this Lease. No assignment shall release or diminish the obligations of Lessee for performance of Lessee's obligations hereunder and Lessee shall remain liable as if no assignment were made unless Lessor shall consent in writing to release Lessee, by means of a written amendment executed by all parties. Lessee and Assignee will be jointly and severally liable for such obligations. Neither this paragraph nor any payment of rent by Assignee shall be deemed to be Lessor's approval of any such assignment.

(f) Lessee will pay Lessor's reasonable costs for review of any proposed subleases or assignments in an amount not to exceed $500.00 per sublease or assignment.

27. Covenant of Quiet Enjoyment

During the term of this Lease Lessee, being not in default of any of its obligations hereunder shall have the quiet enjoyment of the premises hereby demised.

28. Liens

Lessee shall keep the premises and any part thereof free from liens for labor or materials ordered or supplied upon the express or implied request of Lessee. Should any such lien be recorded by reason of a claim against Lessee, or acts or omissions of Lessee, Lessee shall forthwith and within ten (10) days of learning of such recording cause the same to be canceled and discharged of record. Alternatively, Lessee shall provide Lessor with written proof of the existence of an appropriate surety bond in accordance with A.S. 34.35.005 et seq. and in any event written by a corporate surety qualified to do business in the State of Alaska, in an amount equal to not less than one hundred fifty percent (150%) of the amount of the claim of the lien. Such surety bond shall be in favor of Lessor or the lien claimant as elected by Lessor. Lessee shall take all steps necessary to have such lien released or judgment resulting therefrom promptly satisfied at Lessee's own expense.

29. Indemnification

Lessee shall indemnify and hold Lessor harmless from any and all liability, damages, costs or expenses, including attorney's fees and costs of suit and appeal, arising from any act, omission or negligence of Lessee or the officers, contractors, licensees, agents, employees, guests, invitees or visitors of Lessee in or about the premises, or arising from any accident, injury or damage, howsoever and by whomever caused, to any person or property, occurring in or about the Premises; provided that the foregoing provision shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to any person or property caused by the act, omission or negligence of Lessor or of any officer, contractor, licensee, agent, employee, guest or visitor of Lessor.

Lessor shall not be liable for any loss or damage to person or property sustained by Lessee or other persons which may be caused by the Building, the Premises, any improvement, in or under the Land or the Property, or any appurtenances thereto, being out of repair, or by the bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any Lessee or occupant of the Building, or of any other person, or by any other cause of whatsoever nature, unless caused by the negligence of Lessor.

30. Business Liability and Property Damage Insurance

(a) Lessee, at Lessee's expense, shall maintain business liability and property damage insurance with a liability limit of $1,000,000.00 per accident and $500,000.00 per person, insuring against all liability of Lessee, its officers, agents, employees, guests, invitees and authorized representatives, arising out of and in connection with Lessee's use or occupancy of the Premises specifically including, without limitation, any use of Lessee's business and sales office located on the Premises.

(b) The business liability and property damage insurance acquired by Lessee under this Paragraph shall also cover the contractual indemnity obligations of Lessee under Paragraph 29. The policy shall name Lessor, any person, firms or corporation designated by Lessor, and Lessee as "additional insured" and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor 30 days prior written notice. The insurance shall be with an insurance company qualified to do business in the State of Alaska with a financial rating of at least "A+" as rated in current Best's Insurance Reports, and a copy of the policy be delivered to Lessor within 30 days of Lessee's execution of this Lease and a renewal of such policy or replacement thereof at least 30 days prior to the termination of the coverage of such policy.

Lessor warrants that as of the date of this Lease, the Premises are also insured by the Condominium Association and the Condominium Association will keep and maintain that policy of insurance in effect throughout the term of this Lease. However, the contents of the Premises are not insured by the terms of the Condominium Association's policy and Lessee expressly assumes the risk of loss as to all personal property stored therein. All insurance

policies obtained by Lessee as required by this paragraph shall contain an express waiver of any right of subrogation by said insurance company against Lessor.

31. Assessments and Taxes

Lessor shall pay and discharge the Fairbanks North Star Borough real property taxes for the Leased Premises as they become due and payable. Lessee shall pay and discharge any other sales taxes, duties and charges placed by any government upon the equipment, fixtures, inventory and other personal property of the Lessee on the Premises. Lessor shall pay all condominium association fees and assessments levied by the North Gate Square Commercial Condominium Association, expect those arising from the breach by Lessee of this Lease.

32. Damage or Destruction: Abatement of Rent

If the Premises shall be destroyed or rendered untenantable, either wholly or in part, by fire or other unavoidable casualty, Lessor may, at its option, restore the Premises to their previous condition (with Lessee restoring its improvements), if this can be accomplished within 120 days, and in the meantime rent shall be abated in the same proportion as the untenantable portion of the Premises bears to the whole thereof, except that if such destruction resulted from Lessee's negligence, Lessee shall not be entitled to such abatement or reduction of rent. If Lessor, within 30 days after the happening of such casualty, elects not to restore the Premises, Lessor shall notify Lessee in writing of its election and this Lease shall thereupon terminate.

33. Damage or Destruction: Termination of Lease

If the Building shall be destroyed or damaged by fire or other casualty insured against under Lessor's fire and extended coverage insurance policy to the extent that more than fifty percent (50%) thereof is rendered untenantable, or in the case the Building shall be materially destroyed or damaged by any other casualty other than those covered by such insurance policy, or if there is destruction to the Building that exceeds twenty-five percent (25%) of the then replacement value of the Building from any risk, Lessor may, at its election, terminate this Lease by notice in writing to Lessee within 60 days after such destruction or damage whether or not the Premises are affected directly or indirectly by such destruction or damage. Such notice will be effective thirty days after receipt thereof by Lessee.

If Lessor elects to restore the Premises as provided in this section, Lessor shall not be required to restore alterations made by Lessee, Lessee's improvements, Lessee's trade fixtures and Lessee's personal property, including, without limitation, art, decoration, furniture, office fixtures, and the like, such excluded items being the sole responsibility of Lessee to restore.

34. Condemnation

If all of the Premises, or such portions of the Building as may be required for the reasonable use of the Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the Premises and all rent shall be paid to that date. In case of the taking of a part of the Premises, or a portion of the Building not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the rent shall be equitably reduced based on the proportion by which the floor area of the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages to the Premises for any taking of eminent domain, and Lessee hereby assigns to Lessor any right Lessee may have to such damages or award, and Lessee shall make no claim against Lessor for damages for termination of the leasehold interest or interference with Lessee's business. Lessee shall have the right, however, to claim and recover from the condemning authority compensation for any and all loss or damages to which Lessee may be entitled, including but not limited to Lessee's moving expenses and for the interruption of or damage

to Lessee's business, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Lessor. Lessee's assignment to Lessor under this paragraph shall not restrict or impair Lessee's right to damages from the condemning authority.

35. Default

(a) The occurrence of one or more of the following events shall constitute a default and breach of this Lease by Lessee:

(1) Vacation or abandonment of the Premises by Lessee. Lessee shall be deemed to have abandoned or vacated the Premises upon failure to be open for business for six (6) consecutive days.

(2) Filing by or against the Lessee in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for the appointment of a receiver or trustee of all of a portion of Lessee's property, or the entry of an order converting or dismissing Lessee's filing in bankruptcy.

(3) Violation or breach or failure to keep or perform any covenant, agreement, term or condition of this Lease which shall continue or not be remedied within ten (10) days after notice thereof is given by Lessor to Lessee specifying the matter or matters claimed to be in default; Lessee shall have a 30 day cure period after such notice from Lessor. This right to cure shall not extend to cases in which the Lessee is (i) in default in the payment of rent or other sums due under this Lease (including additional rent) or (ii) is in default of any provisions pertaining to the treatment, removal or disposal of any toxic, contaminated, hazardous or radioactive materials.

(b) Upon the occurrence of any default of Lessee as described in subparagraph (a) hereof or elsewhere in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(1) Lessor may, at its election, terminate this Lease and any subleases; or

(2) Lessor may terminate Lessee's and sublessee's right to possession, without terminating this Lease; or

(3) Lessee may terminate only Lessee's right to possession and not the sublessee's right of possession, without terminating this Lease;

(c) Upon termination of this Lease, whether by lapse of time or otherwise:

(1) or upon any termination of Lessee's right to possession without termination of this Lease, Lessee shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Lessor, and Lessor shall have the immediate right of repossession and re-entry and may remove all persons and property from the premises, and such property so removed may be stored in a public warehouse or elsewhere at the cost of and for the account of Lessee, all without Lessor being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby and without relinquishing Lessor's right to rent or any other right granted to Lessor in this Lease or by operation of law.

(2) Lessor shall be entitled to recover (i) the unpaid rent, additional rent, and other charges that had been earned at the time of termination; (ii) the amount by which the unpaid rent and other charges that would have been earned after the date of termination until the time of award exceeds the amount of the loss of rent and other charges for the same period which Lessee proves could have been reasonably avoided; (iii) any cost or expense (including full and reasonable attorney's fees and costs) associated with the eviction or removal of Lessee and any its possessions or other personal property remaining on the premises; (iv) any cost or expense associated with the reletting of the premises including broker's fees or advertising costs; and (v) any amount which Lessor expends to refurnish or renovate the premises to a condition suitable for any such new lessee to whom the premises or part of

them are re-rented or relet; and (vi) any other amount, and court costs, necessary to compensate Lessor for detriment caused by Lessee's default. In computing damages under this Paragraph 35 any award to Lessor shall include interest at the highest rate allowed by law.

(d) Upon any termination of Lessee's right to possession only (without termination of this Lease):

(1) Lessor may, at Lessor's option, enter into the Premises, remove Lessee's signs and other evidences of tenancy, and take and hold possession thereof as provided in subparagraph (2) above, without such entry and possession terminating this Lease or releasing Lessee, in whole or in part, from any obligation, including Lessee's obligation to pay the rent for the full term.

(2) Upon termination of Lessee's right to possession, Lessor may, but need not, relet the Premises or any part thereof for such rent and upon such terms as are reasonable (including, but not limited to, the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises) and Lessor shall not be required to accept any Lessee offered by Lessee or to observe any instructions given by Lessee about such reletting.

(e) Any and all property which may be removed from the Premises by Lessor pursuant to the authority of this Lease or of law or in equity, to which Lessee is or may be entitled, may be handled, removed or stored, as the case may be, by or at the direction of Lessor at the risk, cost and expense of Lessee, and Lessor shall in no event be responsible for the value, preservation or safekeeping thereof. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Lessor's possession or under Lessor's control. Any such property of Lessee not retaken by Lessee from storage within 30 days after notice to Lessee of the place such property is stored shall conclusively be presumed to have been conveyed by Lessee to Lessor under this Lease as a bill of sale without payment or credit by Lessor to Lessee.

(f) Pursuit of any of the foregoing remedies shall not preclude Lessor's assertion or pursuit of any of the other remedies herein provided or any other remedies provided by law or equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other sums due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Lessor or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or an acceptance of the surrender of the Premises shall be valid unless in writing signed by Lessor. No judicial action shall be necessary to terminate this Lease. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Lessor's acceptance of the payment of rental after the occurrence of any event of default shall not be construed as a waiver of such default, unless Lessor so notifies Lessee in writing. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Lessor's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Lessee in Lessee's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Lessor to employ or consult with an attorney concerning this Lease or enforce or defend any of Lessor's rights or remedies hereunder, Lessee agrees to pay any attorney's fees so incurred. Lessor

shall not be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon such reletting.

(g) The Landlord may not take possession of or remove marijuana or marijuana products from the premises, and AMCO enforcement will be contacted if this occurs.

36. Cure of Default by Lessor

Lessor may, at the expense of Lessee, cure any default by Lessee hereunder which Lessee has not cured within the prescribed period, but shall not be required to do so. Lessee shall reimburse Lessor for all amounts expended in connection therewith including attorney's fees and other incidental expenses. Such amounts together with interest at the maximum lawful rate of interest shall be deemed additional rent payable within ten (10) days after demand by Lessor.

37. Holding Over

If Lessee fails to surrender the Premises to Lessor on expiration of the term of this Lease, or on expiration of any renewal or extension term, Lessee shall pay Lessor rent at 1.5 times the then current monthly rate for the entire time Lessee thus remains in possession, and, in addition thereto, Lessee shall hold Lessor harmless from all damages resulting from Lessee's failure to surrender the Premises, including, without limitation, claims made by a succeeding Lessee resulting from Lessee's failure to surrender the Premises. If Lessee remains in possession of the Premises after expiration of the term of this Lease, or after expiration of any renewal or extension term, or after the date in any notice lawfully given by Lessor to Lessee terminating this Lease, such possession by Lessee shall be deemed to be a month to month tenancy terminable on 30 days notice given at any time by either party, provided, however, that Lessor, at Lessor's election in a notice to Lessee and not otherwise, may elect to treat such holding over as a renewal of this Lease for a term of one (1) year. The provisions of this paragraph do not exclude Lessor's right of re-entry or any other right under this Lease.

38. Waiver

No act or conduct of Lessor, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Lessee before the expiration of the term of this Lease. Only a written notice from Lessor to Lessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

39. Waiver of Trial By Jury

Lessor and Lessee do hereby waive trial by jury in any action, proceeding or counter-claim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, and any emergency statutory or other statutory remedy.

40. Waiver of Subrogation

Lessor and Lessee hereby each release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the Premises, the improvements thereon and contents thereof caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsements to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder and then only to the extent of the insurance

proceeds payable under such policies. Each of Lessor and Lessee agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

41. Lease Subordination

This Lease, whether or not recorded, is subordinate to any and all deeds of trust given by Lessor that encumber or may encumber the Premises.

42. Notices

Any notice or demand which under the terms of this Lease or any statute may or must be given or made by either party to the other, shall be in writing addressed to the other party as hereinbelow provided and made or given by mailing the same by certified mail, return receipt requested, postage prepaid, hand delivered, or sent by express mail or other expedited mail delivery. Any demand or notice by or from either party shall be effective when personally delivered to any officer of the other party or to the person who is in charge of the Premises for such other party. The addresses of the parties are:

Lessor: Northgate Mall, LLC
308 Old Steese Hwy.
Fairbanks, Ak 99701

and

Lessee: Good, LLC
356 Old Steese Hwy.
Fairbanks, AK 99701

Either party may designate in writing such new or other address to which such notice or demand shall thereafter be given, made or mailed. Furthermore, when for the purposes of demand or notice either party uses the address at which it customarily communicates with the other party, such demand or notice shall be effective.

43. Sale or Transfer of Premises

If Lessor sells or transfers the Building or the Premises, on consummation of the sale or transfer, Lessor shall be released from any liability thereafter accruing under this Lease. If any prepaid rent has been paid by Lessee, Lessor may transfer the security deposit to Lessor's successor and on such transfer Lessor shall be discharged from any further liability with reference to the prepaid rent.

44. Estoppel Certificate by Lessee

Lessee agrees that, from time to time, upon not less than ten (10) days prior request by Lessor, Lessee will deliver to Lessor a statement in writing certifying (a) 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 modified and identifying the modifications); (b) the dates to which the rent and other charges have been paid; and (c) that Lessor is not in default under any provision of this Lease and, if Lessor is in default, specifying each such default of which the person making the certificate may have knowledge, it being understood that any such statement so delivered may be relied upon by any lessor under any ground or underlying lease, or any prospective purchaser, mortgagee or any assignee of any mortgage on the premises.

45. Brokerage

Each party shall indemnify and hold the other harmless from all damages resulting from any claims that may be asserted against the other party by any broker, finder or other such person with whom the other party has or purportedly has dealt.

46. Access

Lessor, its agents, employees and designees shall have the right to enter the Premises at all reasonable times to inspect the same, to clean, repair, maintain, alter or improve the Premises or the Building, to post "Notices of Non-Responsibility," to preserve and protect the Premises and the Building, and to show the Premises to prospective Lessee's within the period of 180 days prior to expiration of the term or any renewal or extension term. When reasonably deemed necessary, Lessor may temporarily close entrances, doors, hallways, elevators or other facilities without liability and without such act being construed as an eviction of Lessee or in any way relieving Lessee of the obligations of Lessee under this Lease and in such circumstances Lessor shall use reasonable efforts to avoid interfering with the conduct of Lessee's business. The right of entry reserved herein does not impose, nor does Lessor assume by reason thereof, any responsibility for care, maintenance, or supervision of the Premises beyond such obligations as are expressly set forth elsewhere herein.

47. Rights Reserved to Lessor

To constantly have pass keys to the Premises.

At any time, in the event of an emergency, and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or Lessor's interest, or as may be necessary or desirable in the operation or improvement of the Building in order to comply with all laws, orders and requirements of governmental or other authority.

48. Lessor's Default

Lessor shall not be in default or in breach of this Lease unless Lessee has given Lessor written notice thereof and Lessor has failed to cure the default or breach within 30 days after its receipt of such notice, provided that if such default or breach cannot reasonably be cured in such 30 day period, Lessor shall not be deemed to be in default under or in breach of this Lease so long as Lessor commences to cure in such 30 day period and thereafter diligently pursues such cure to completion. Lessee hereby waives and relinquishes any right to withhold, offset or deduct rent and agrees that its sole remedies shall be an action for damages and an action for termination of the Lease.

49. Lessee's Option to Renew

Lessee is granted the option and privilege of extending and renewing the term of this Lease for one (1) additional term of five (5) years, provided that Lessee is not in default of any of its obligations hereunder. Lessee shall exercise this option by providing Lessor with written notice of its intent to exercise the option to renew at least 180 days prior to the expiration of the term of the Lease, or expiration of the first renewal term. Failure to elect shall constitute an abandonment of the exercise of the option to renew. Said renewal shall be on the terms and conditions provided for under this Lease.

51. General

(a) No amendment, modification or waiver of a provision of this Lease nor a consent required by this Lease shall be effective unless expressed in a writing executed by Lessor and Lessee.

(b) All exhibits referred to in this Lease are attached to this Lease and incorporated in this Lease by reference.

(c) Time shall be of the essence for the performance of this Lease by Lessee and Lessor.

(d) The invalidity of one or more provisions of this Lease shall not render invalid the remaining provisions.

(e) No consent by 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.

(f) The rule of construction that an instrument shall be construed more strictly against the party who drafted the same shall not apply to this Lease.

(g) The parties hereto agree and acknowledge that no promises, representations or agreements have been made, not contained in the body of this Lease or in attached exhibits. This Lease cannot be amended or modified except by a written agreement signed by both parties.

(h) No right or remedy herein conferred upon or reserved to 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 or in equity or by statute.

(i) Subject to the terms and provisions in the main body of this Lease, this Lease shall bind and inure to the benefit of the parties, their heirs, personal representatives, assigns and other successors in interest. It is understood and agreed that this Lease shall not be binding until and unless all parties have signed it.

(j) This Lease may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

(k) This Lease shall be signed in duplicate originals, with each party to retain one original.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Lease in duplicate as of the day and year first above written.

NORTHGATE MALL, LLC
Lessor
By:_____
John Tidwell or Kevin Lewis, Management

Good, LLC
Lessee
By:_____
Linda Lewis, Owner

Lessee
By:_____
Christian Hood, Owner