PARTNERSHIP AGREEMENT

This Partnership Agreement (the "Agreement") is made as of this 12-16-17 (the "Effective Date") by and among Joseph Eickholt located at 1303 Rangeview rd, North Pole, AK 99705 and Amber Eickholt located at 1303 Rangeview rd, North Pole, AK 99705 and Lee Kevin Drotzur located at 1665 Richardson hwy, North Pole, AK 99705 (each, a "Partner" and collectively, the "Partners").

1. Partnership Name and Purpose. The Partners agree to form a partnership under the name of Alaska Beasty Buds (the "Partnership"). The Partnership will be governed in accordance with the laws of the State of Alaska. The Partnership has been formed on the terms and conditions set forth below to engage in the business of Marijuana Cultivation Facility and to engage in any and all other activities as may be necessary, related or incidental to carry on the business of the Partnership as provided herein.

2. Place of Business. The principal office of the Partnership will be located at 1665 Richardson Hwy Unit B, North Pole, AK 99705 or at such places as the Partners shall determine from time to time.

3. Partnership Term. The Partnership shall commence on the Effective Date and will continue until it terminates in accordance with the terms of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

4. Partners' Capital Contributions. The Partners will contribute capital to the Partnership. The cash contribution of the Partners will be as follows:

- Lee Kevin Drotzur, SEE RECEIPTS

The non-cash contribution of the partners will be:

- Joseph Eickholt, Operations,
- Amber Eickholt, Operations,

5. Partners' Capital Accounts. The Partnership will establish and maintain for each Partner a separate capital account consisting of the Partner's capital contributions. A Partner may not withdraw any portion of capital from his or her capital account without the written consent of all Partners. No interest will be paid on the capital account of any Partner.

6. Profits and Losses. The net profits and losses of the Partnership will be divided according to the following percentages: Kevin Drotzur will share 50% of the net profits and 50% of the net losses. Joseph Eickholt will share 25% of the net profits and 25% of the net losses. Amber Eickholt will share 25% of the net profits and 25% of the net losses.

7. Partner's Income Accounts. The Partnership will establish and maintain a separate income account for each Partner. Each Partner's share of the Partnership profits and losses will be credited to or charged against his or her income account. If there is no positive balance in a Partner's income account, losses will be charged against his or her capital account. No interest will be paid on the income account of any Partner.

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8. Partners' Salary and Drawings. There will be no salary or compensation given to any Partner for services to the Partnership. The Partnership will distribute profits to Partners at the end of each quarter or at the times and in the amounts as determined by the Partners.

9. Partnership Accounts. The Partnership funds will be kept in an account. All withdrawals from these accounts will be made signed by Amber Eickholt (Bookkeeper)

10. Partnership Books and Records. At all times during the term of the Partnership, the books and records of the Partnership will be kept and maintained at 1665 Richardson Hwy Unit B North Pole, AK 99705. Such books and records will be available for inspection by any Partner during business hours upon reasonable notice. The Partnership shall maintain its books and records in accordance with generally accepted accounting principles (GAAP). The Partnership's fiscal year will begin on Nov 1-17 and close on 10-31-18. An income statement and balance sheet will be prepared at the end of each fiscal year within one month(s) after the end of the fiscal year. An audit of the books and records of the Partnership as of the end of each fiscal year will be prepared by a firm of independent certified public accountants selected by the Partnership.

11. Management. Each Partner has equal rights in the management of the Partnership. The Partners will devote as much of his or her time and efforts to the affairs of the Partnership as may be necessary to accomplish the objectives of the Partnership.

12. Voluntary Dissolution of Partnership. The Partnership may be dissolved at any time upon the consent of all Partners. The Partners shall, as soon as reasonably practicable, liquidate and wind up the affairs of the Partnership. The proceeds received in connection with the liquidation and any other remaining assets of the Partnership will be applied in the following order of priority:

- payment of all debts, liabilities and obligations of the Partnership including all expenses of liquidation;
- distribution to or for the benefit of the Partners in accordance with the positive balance in each Partner's income accounts;
- distribution to or for the benefit of the Partners in accordance with the positive balance in each Partner's capital accounts.

13. Partner's Withdrawal. A Partner's withdrawal from the Partnership will terminate the Partnership. The Partnership will be dissolved and the assets liquidated in accordance with paragraph no. 12.

14. Partner's Retirement. A Partner may retire from the Partnership by providing at least 90 day(s) written notice of such intention to retire to the other Partners. The remaining Partners may decide either to dissolve and liquidate the Partnership with the retiring Partner (in accordance with paragraph no. 12) or continue the Partnership by purchasing the retiring Partner's interest (in accordance with paragraph no. 16). The decision to dissolve or continue the Partnership requires the unanimous consent of the remaining Partners. If the remaining Partners choose to purchase the retiring Partner's interest, the remaining Partners shall provide written notice of such intention to purchase within 30 day(s) after receipt of the retiring Partner's notice to retire.

15. Partner's Death. If a Partner dies, the remaining Partners may decide either to dissolve and liquidate the Partnership (in accordance with paragraph no. 12) or continue the Partnership by purchasing the deceased Partner's interest. The decision to dissolve or continue the Partnership requires the unanimous consent of the remaining Partners. If the remaining Partners choose to purchase the deceased Partner's

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interest, the remaining Partners shall provide written notice of such intention to purchase within 30 day(s) after the Partner's death to Peeraya Drotzur in the event if Lee Drotzur, Joseph Eickholt in the event of Amber Eickholt, or Amber Eickholt in the Event of Joseph Eickholt.

16. Buyout. If the remaining Partners choose to purchase the withdrawing, retiring or deceased Partner's interest under the preceding paragraphs, that interest will be purchased in the amounts as decided by all remaining Partners. The value of the withdrawing, retiring or deceased Partner's interest is the fair market value as determined by an independent certified public accountant. The purchase price will not include any separate amounts for goodwill, tradename, patents, or other intangible assets. The remaining Partners may continue to use the Partnership tradename. The purchase price will be paid with interest, at the rate of 10% per annum within 12 months after the date of the withdrawal, retirement or death.

17. Restriction on Transfer. No Partner shall transfer, assign, sell, give, pledge, hypothecate or otherwise encumber, or dispose of in any manner any or all of his or her interest in the Partnership without the written consent of all Partners.

18. New Partners. The Partnership, upon the unanimous consent of all Partners, may admit new Partners to the Partnership on the terms and conditions as determined by the Partners at such time.

19. Arbitration. Any dispute arising out of or related to this Agreement that the Partners are unable to resolve by themselves shall be settled by arbitration in the State of Alaska in accordance with the rules of the American Arbitration Association. The written decision of the arbitrator(s), as applicable, shall be final and binding on the Partners. Judgment on a monetary award or enforcement of injunctive or specific performance relief granted by the arbitrator(s) may be entered in any court having jurisdiction over the matter.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Partners and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

21. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

22. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, not including its conflicts of law provisions.

23. Further Assurances. At the written request of one Partner, the other Partners shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

24. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

25. Entire Agreement. This Agreement contains the entire understanding between the Partners and supersedes and cancels all prior agreements of the Partners, whether oral or written, with respect to such subject matter.

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26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

27. Amendment. This Agreement may be amended or modified only by a written agreement signed by all of the Partners.

28. Notices. Any notice or other communication given or made to any Partner under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Partner may subsequently designate by notice and shall be deemed given on the date of delivery.

29. Waiver. No Partner shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Partner of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

THIS AGREEMENT HAS BEEN EXECUTED ON THE DAY SET BY EACH SIGNATURE ATTACHED HERETO AND SHALL BECOME EFFECTIVE ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

X _____ 12-16-17
LEE DROTZUR — DATE
PARTNER

X _____ 12-16-17
AMBER EICKHOLT — DATE
PARTNER

X _____ 12-16-17
JOSEPH EICKHOLT — DATE
PARTNER

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

State of Alaska
Judicial District (or County of 4th
or Municipality of N/A

The foregoing instrument was acknowledged before me this 12/16/17 (date) by Lee Drotzur, Amber Eickholt, Joseph Eickholt (name of acknowledging partner or agent), partner (or agent) on behalf of Alaska Bush Buds (name of partnership), a partnership.

State of Alaska
NOTARY PUBLIC
K. Allen
My Commission Expires January 26, 2021

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Signature of Person Taking
Acknowledgment
Title or Rank
Serial Number, if any

My Commission Expires: January 26, 2021

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