Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Arctic Bakery, LLC	**License Number:**	16006		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	ARCTIC BAKERY, LLC				
Physical Address:	1409 Well Street				
City:	Fairbanks	**State:**	AK	**Zip Code:**	99701 - 2822
Designated Licensee:	Brian Simpson				
Email Address:	noainc@mosquitonet.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Tre HoldCo , Inc. Consulting Agreement Tre HoldCO, Inc. Trademark License and Supplier Agreement

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

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CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "***Agreement***") THIS AGREEMENT is entered into the last date identified in the signature block below (the ("Effective Date") by and between Tre HoldCo, Inc., a Delaware corporation, with offices in Seattle and whose address is PO Box 84165, Seattle, WA. 98134 ("Consultant") and Arctic Bakery, LLC, an Alaskan limited liability company (referred herein as "Company") located at 1409 Well Street Fairbanks, AK 99701 and mailing address is PO Box 70002, Fairbanks, AK, 99707.

RECITALS

WHEREAS, Consultant has knowledge and expertise in matters pertaining to the manufacture, marketing and quality control of cannabis and cannabis products; and

WHEREAS, Company wishes to engage Consultant, and Consultant wishes to be so engaged by Company, to provide certain consulting services as further described herein, subject to the terms of this Agreement and applicable law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and subject to the conditions set forth herein, the Parties have agreed and do hereby agree as follows:

ARTICLE I.
CONSULTING SERVICES

1.01. Services. Consistent with applicable federal, state and local laws, Consultant hereby agrees to provide to Company during the term of this Agreement the services as described in the attached Exhibit A (collectively, the "***Consulting Services***").

1.02. Advisors, Consultants, Subcontractors, and Affiliates. Consultant may utilize the services of advisors, consultants, subcontractors, and affiliates as it deems necessary to carry out the Consulting Services; *provided, however*, that prior to such utilization, each such advisor, consultant and subcontractor will execute a confidentiality agreement in form and substance acceptable to Company or will otherwise be bound by confidentiality obligations at least as protective as those contained in Consultant's standard confidentiality agreement. In addition, Consultant must obtain Company's prior express consent prior to allowing any advisors, consultants, subcontractors, and affiliates to access the facility.

1.03. Access to Company's Facility. Consultant shall comply with all laws and regulations governing marijuana licensed business whenever its employees, agents, contractors or affiliates access the Company's facility.

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ARTICLE II.
FEES AND PAYMENT

2.01. Service Fees. In consideration of the Consulting Services provided by Consultant, Company agrees to pay to Consultant during the term of this Agreement a monthly fee of two thousand five hundred dollars ($2,500.00). The first payment shall be due on October 1, 2018. Not less frequently than on a monthly basis, Consultant shall submit an invoice to Company for all service fees payable to Consultant by Company. Company shall pay invoices within thirty (30) days of receipt.

2.02. Expenses. Company will reimburse Consultant for reasonable, pre-approved expenses incurred by Consultant in providing the Consulting Services. Consultant will furnish receipts and other documentation of all expenses for which reimbursement is sought. Any undocumented or unsupported expenses will not be reimbursed by Company. Consultant shall submit all such invoices and requests for reimbursement within thirty (30) days of date the expense was incurred. Company shall pay all reimbursable amounts within one seven (7) days of receipt of such proper request. To the extent that any compensation is owed to any advisors, consultants, subcontractors, and/or affiliates of the Consultant, Consultant shall be solely responsible for such compensation.

ARTICLE III.
GENERAL AUTHORITY OF THE PARTIES

3.01. No Management by Consultant. In providing the Consulting Services, Consultant agrees not to exercise or purport to hold or exercise any managerial authority over Company or its operations. All management decisions shall be deferred to Company. Consultant has no right or authority to commit the Company to any contract or cause the Company to incur any debt or liability. Consultant shall never represent himself as an officer, director or owner of the Company. Consultant shall use commercially reasonable efforts to never give any third party the impression that Consultant has any authority to bind the Company to any contract or cause the Company to incur any debt or liability.

3.02. Relationship of the Parties. Consultant and Company are independent contractors with respect to each other. Company and Consultant each acknowledge and agree that:

(a) Neither is the employee or employer of the other;

(b) Nothing contained in this Agreement creates, constitutes or is to be construed as a partnership, joint venture, or any other business arrangement or organization between Company and Consultant;

(c) Consultant shall not share in the revenues or profits that Company generates. Nothing in this Agreement shall be construed to grant Consultant any equity or ownership interest of any kind. All compensation to Consultant is solely in exchange for Consultant's provision of the Consulting Services at a fair market value for such services;

(d) Consultant may render similar services for other business entities and persons, whether or not engaged in the same business, and may enter into such other business

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activities as Consultant, in its sole discretion, may determine, so long as the provision of such services does not prevent Consultant from performing its duties under this Agreement; and

(e) Each Party shall be solely responsible for the acts and omissions of its own directors, officers, employees, affiliates, contractors and agents.

ARTICLE IV.
DUTIES OF COMPANY

4.01. Compliance with Laws. At all times during the term of this Agreement, Company shall comply, and shall ensure that all Company employees and those otherwise contracting with Company (other than Consultant) comply, with all applicable federal, state, and local laws, rules, regulations, and restrictions, including without limitation, those requirements imposed on Company by any licenses, permits, certificates of authority or authorizations which Company is required to maintain.

4.02. Good Standing. Company is, and shall remain throughout the term of this Agreement, a corporation in good standing under the laws of the State of Alaska, with no legal or other impediments to carrying out their duties hereunder.

ARTICLE V.
INDEMNIFICATION

5.01. Indemnification by Company. Company shall indemnify, hold harmless, and defend Consultant and its affiliates and its and their respective officers, directors, shareholders, managers, members, employees, and agents (each, a "***Consultant Indemnified Party***") from and against any and all claim, loss, liability, deficiency, damage, tax liability or detriment, whether direct or indirect, amount paid in settlement, expense or cost (including reasonable costs of investigation, defense and legal fees and expenses) (collectively, "***Losses***") whether or not covered by insurance in the name of Company, caused directly or indirectly, by or as a result of the negligent acts or omissions or the intentional misconduct of Company (but not including the intentional misconduct of Consultant, its employees or subcontractors other than those at the direction of, or in accordance with the written instructions from, Company) or any breach of this Agreement by the Company. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Agreement, Consultant shall have no direct recourse to the shareholders of Company (in such capacities) for any liability of Company under this Agreement.

5.02. Indemnification by Consultant. Consultant shall indemnify, hold harmless, and defend Company and its officers, directors, shareholders, managers, members, employees, and agents (each, a "***Company Indemnified Party***") from and against any Losses to the extent not covered by insurance in the name of Consultant, caused by or as a result of the negligent acts or omissions or willful misconduct of Consultant, its employees or subcontractors under this Agreement during the term of this Agreement (other than with respect to any such act or omission at the direction of or in accordance with the written instructions from Company). Consultant's liability to Company shall be limited to such sums as are covered by Consultant's insurance, to the extent such limitation is not prohibited by law. Consultant shall indemnify, hold harmless, and defend any Company Indemnified Party from any third-party claims arising out of any contract,

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debt or obligation entered into or incurred by Consultant in the performance of its services provided pursuant to this Agreement.

ARTICLE VI.
TERM OF AGREEMENT

6.01. Term. The term of this Agreement shall commence on the Effective Date and continue until the fifth (5th) anniversary of the Effective Date, unless terminated earlier pursuant to Sections 6.02 or 6.03.

6.02. Termination with Cause. This Agreement may be terminated by either Party upon a material breach of any provision of this Agreement by the other Party which is not cured within thirty (30) days after written notice is given to said Party specifying the nature of the alleged breach or upon any change in law or regulation which would inure to the detriment of the non-breaching Party.

6.03. Termination without Cause. This Agreement may be terminated by either Party for any or no reason upon three (3) months written notice to the other Party at any time after the first twelve (12) months the Agreement is in effect.

6.04. Rights upon Termination. Upon expiration or termination of this Agreement for any reason or cause whatsoever, Company will immediately surrender to Consultant any property or proprietary information of Consultant in the possession of Company at the time of termination and Consultant will immediately surrender to Company all books, records and electronic files pertaining to Company. Termination of this Agreement will not release or discharge either Party from any obligation, debt or liability which will have previously accrued and remain to be performed upon the date of termination.

6.05. Additional Remedies. In the event a default by either Party involves the failure to make a payment as provided in this Agreement, the non-defaulting Party shall, in addition to the recovery of the amount unpaid, be entitled to reasonable attorneys' fees and costs of collection and shall be further entitled to interest on such unpaid amounts from the date such amounts become due and payable.

ARTICLE VII.
CONFIDENTIALITY

7.01. General Confidentiality. Consultant shall protect the confidentiality of the records of Company, including those related to Company Operations, to the extent such records are within the control or direction of Consultant, including, without limitation, client records, and shall comply with applicable federal, state, and local laws and regulations pertaining to the records of Company. Consultant shall take no action with respect to such client records to which Company objects, unless otherwise required by law or to comply with an order of any court or governmental agency.

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ARTICLE VIII.
MISCELLANEOUS

8.01. Assignment. Company may assign this Agreement to an entity of any kind succeeding to the business of the Company in connection with the merger, consolidation, or transfer of all or substantially all of the assets and business of the Company to such successor. All of the terms, provisions, covenants, conditions, and obligations of this Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the Company.

8.02. Notices. All notices and other communications hereunder shall be in writing and shall be deemed received (a) on the date of delivery if delivered personally and/or by messenger service, (b) on the date of confirmation of receipt of transmission by facsimile (or, the first business day following such receipt if (i) the date is not a business day or (ii) confirmation of receipt is given after 5:00 p.m., Pacific Time) or (c) on the date of confirmation of receipt if delivered by a nationally recognized courier service (or, the first business day following such receipt if (i) the date is not a business day or (ii) confirmation of receipt is given after 5:00 p.m., Pacific Time), to the Parties at the following address or facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

If to Company:

Andy Brassington, COO
andy@treholdco.com
509 941 8002

If to Consultant:

Brian Simpson, General Manager
noainc@mosquitonet.com
907 322 9841

8.03. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the Parties as expressed in this Agreement. The parties recognize that pursuant under state law, the parties may legally enter into this Agreement. If, upon its review, the applicable governing body charged with review of this Agreement determines that any term herein violates any statute or regulation governing marijuana businesses, or if any new rule or statute is enacted in Alaska such that any term in this Agreement potentially violates the new rule or statute, the Parties shall use commercially reasonable efforts to modify the terms at issue so that the Agreement fully complies with all rules and statutes governing marijuana businesses.

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8.04. Governing Law. This Agreement shall be governed by, and interpreted, construed and enforced in accordance with, the laws of the State of Washington exclusive of Washington's choice of law provisions and principles.

8.05 Entire Agreement; Amendment. This Agreement, along with all agreements referred to in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements, either oral or written, between the Parties with respect thereto. Any modification to this Agreement must be made in writing and signed by all of the Parties.

8.06 Headings. The captions at the head of a section or a paragraph of this Agreement are designed for convenience of reference only and are not to be used to interpret any provision of this Agreement.

8.07 Waiver. No term or condition of this Agreement shall be deemed to have been waived except by written instrument of the Party charged with such waiver.

8.08 Construction. The language herein shall be construed, in all cases, according to its plain meaning, and not for or against either Party. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the rule of construction which states that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

8.09 Waiver of Breach. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any subsequent breach of the same or any other term or condition hereof.

8.10 Remedies. The remedies provided to the Parties by this Agreement are not exclusive or exhaustive, but cumulative and in addition to any other remedies the Parties may have, at law or in equity.

8.11 Survival. The indemnities, representations and warranties set forth herein shall survive the expiration, termination, or rescission of this Agreement.

8.12. No Third-Party Beneficiaries. The Parties do not intend this Agreement to create any third-party beneficiaries.

8.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

8.14. Consent to Jurisdiction. All judicial proceedings brought against the parties arising out of or relating to this Agreement, or any obligations hereunder, shall be brought in the courts of the State of Washington for the County of King. By executing and delivering this agreement, the Parties, irrevocably (a) accept generally and unconditionally the exclusive jurisdiction and venue of these courts; (b) waive any objections which such Party may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in clause (a) above and hereby further irrevocably

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waive and agree not to plead or claim in any such court that such action or proceeding brought in any such court has been brought in an inconvenient forum; (c) agree that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to such Party at their respective addresses provided in accordance with Section 8.02; and (d) agree that service as provided in clause (c) above is sufficient to confer personal jurisdiction over such Party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

8.15. Time Is Of The Essence. With respect to each Parties obligation under this Agreement, time is of the essence in the performance of those obligations.

IN WITNESS WHEREOF, the Parties have duly executed this Consulting Agreement effective on the date set forth above:

COMPANY:

ARCTIC BAKERY, LLC

By: Brian Simpson

Name: Brian Simpson

Title: General Manager

May 8, 2018

CONSULTANT:

TRE HOLDCO, INC.

By: Andrew S. Brassington

Name: Andrew Brassington

Title: COO

8 MAY 2018

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EXHIBIT A

CONSULTING SERVICES

Subject to the limitations, conditions and restrictions contained in the Agreement and any further restrictions imposed by applicable law, the Consulting Services shall consist of the following:

1. General marketing support including development and implementation of a strategic marketing plan to promote the sale of Company's products.

2. Advising on manufacturing techniques and manufacturing efficiencies.

3. Advising on strategies and methods for processing cannabis for edibles.

4. Advising on product purchasing, quality controls and inventory strategies.

5. Work with Company to create standard operating procedures and good manufacturing practices for the production of cannabis infused edibles.

6. Advise Company with the creation and operation of a bottling line for cannabis infused beverages with the goal of having the bottling line operational by July 1, 2019.

7. Advise Company on the acquisition, implementation and operation of equipment and machinery necessary to process the cannabis infused products.

All consulting services shall be provided in compliance with Alaska law.

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TRADEMARK LICENSE & SUPPLIER AGREEMENT

THIS AGREEMENT is entered into the last date identified in the signature block below (the ("Effective Date") by and between Tre HoldCo, Inc., a Delaware corporation, with offices Located 3922 6th Ave South, Seattle, WA 98104 ("LICENSOR") and Arctic Bakery, LLC, an Alaskan limited liability company (collectively referred herein as "LICENSEE") located at 1409 Well Street, Fairbanks, AK 99701, mailing address PO Box, 70002, Fairbanks, AK., 99707.

WHEREAS, LICENSOR is the owner of the Trademarks (as defined below) in the United States;

WHEREAS, LICENSOR desires to grant to LICENSEE the right, privilege and license to use the Trademarks on or in association with the "Licensed Products" (as defined below);

WHEREAS, LICENSEE desires to license the Trademarks for the Territory (as defined below);

WHEREAS, LICENSEE desires to purchase various packaging, ingredients and related supplies of consumables from LICENSOR's approved suppliers used to produce and package the Licensed Products (the "Approved Supplies");

WHEREAS, LICENSOR at a future date of TBD 2019, would provide for LICENSEE'S use of the bottling line and associated equipment reasonably required at an approximate value of $ 150,000.00 on terms and conditions to be provided in an equipment lease;

WHEREAS, LICENSEE has represented that it has the ability to manufacture, market and distribute the Licensed Products in the Territory and to use the Trademarks and Approved Supplies on or in association with the Licensed Products;

WHEREAS, LICENSEE desires to obtain from LICENSOR a license to use, manufacture, have manufactured and sell Licensed Products in the Territory and to use the Trademarks and Approved Supplies on or in association with the Licensed Products;

WHEREAS, both LICENSEE and LICENSOR are in agreement with respect to the terms and conditions upon which LICENSEE shall use the Trademarks and Approved Supplies; and,

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. DEFINITIONS

A. "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the

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management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

B. "Confidential Information" means any information that is treated as confidential by either Party, including trade secrets, technology, information pertaining to business operations, LICENSOR's proprietary extraction and emulsification methods, Licensor's Standard Operating Procedures, Licensed Products recipes and formulas, and information pertaining to suppliers, margins, cost of goods, pricing and marketing, in each case to the extent it is: (i) if in tangible form, marked as confidential; or (ii) otherwise, identified at the time of disclosure as confidential and confirmed in writing as such within thirty (30) days after disclosure. Without limiting the foregoing, Confidential Information of LICENSEE includes the terms and existence of this Agreement.

C. "Licensed Products" and "Approved Supplies" means the product(s) and supplies listed in **SCHEDULE 2** and any other products and supplies that may be agreed upon in writing by LICENSOR and LICENSEE from time to time.

D. "Losses" means losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

E. "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

F. "Representatives" means a Party's and its Affiliates' employees, officers, directors, consultants and legal advisors.

G. "Territory" means those countries or areas identified in **SCHEDULE 3**.

H. "Trademarks" means the trademarks(s), including licensed trademarks, set forth on **SCHEDULE 1** whether registered or unregistered, including the listed registration(s), application(s) and any registration(s) which may by granted on such application(s) or which may be granted on application(s) later filed on such trademark(s).

2. LICENSE GRANT

A. Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE during the term an exclusive (within the Territory only), non-transferable (except as set forth in herein), non-sublicensable license to use the Trademarks and Confidential Information on or in association with the manufacture, promotion, advertising, distribution and sale of Licensed Products in the Territory.

B. It is understood and agreed that the licenses granted herein shall pertain only to the Trademarks, Confidential Information and the Licensed Products and do not extend to any other mark, product or service unless specifically set forth herein or otherwise agreed to in a written and executed amendment to this Agreement.

C. LICENSEE shall not grant any sublicenses under this Agreement without first receiving the express written consent of the LICENSOR.

D. LICENSEE shall not: (i) undertake advertising of Licensed Products in, or specifically

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aimed at, any state or country outside the Territory; (ii) actively seek orders for Licensed Products from outside the Territory; (iii) establish any branch dealing in Licensed Products or maintain any distribution center for Licensed Products outside the Territory; or (iv) sell, distribute or ship Licensed Products outside of the Territory.

E. Without LICENSOR'S prior written consent, LICENSEE shall not use the licensed Trademarks (or any mark confusingly similar thereto), individually or in combination, as part of: (i) its corporate or trade name; or (ii) any domain name.

F. LICENSOR expressly reserves all rights not expressly granted to LICENSEE under this Agreement.

G. So long as LICENSEE is not in breach of this Agreement, LICENSEE shall have the option of licensing LICENSOR's other Trademarks, Products and Confidential Information. Any such modification of this Agreement to include the license of LICENSOR's additional Trademarks, Products and Confidential Information must be in writing executed by the Parties as an amendment or addendum that specifically references this Agreement, otherwise any such amendment or addendum shall be considered void and unenforceable.

3. TERM OF THE AGREEMENT

This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the Effective Date and shall extend for sixty (60) months (the "Term") unless otherwise terminated in accordance with this Agreement. Provided that neither LICENSOR nor LICENSEE is in breach of any clause of this Agreement as of the expiration of the Term, specifically including the Minimum Annual Sales Requirements established and agreed to by the Parties in this Agreement and any amendments thereto, the Agreement shall automatically renew for a second sixty (60) month term (the "Renewal Term"). After the expiration of the Renewal Term, and provided that neither Party is in breach of this Agreement, this Agreement shall continue to automatically renew for a Term of sixty (60) months until either party delivers to the other party written notice of its intent to terminate no earlier than sixty (60) days but no later than thirty (30) days prior to the expiration of the Renewal Term. Nothing in this Section shall be construed to affect any Party's right to terminate this Agreement pursuant to Section 13, *infra*.

4. COMPENSATION

A. In consideration for the licenses granted hereunder, LICENSEE is required to purchase from LICENSOR all branded packaging and approved supplies (the "Packaging Supply" and "Approved Supplies") and shall only use the Packaging Supply and Approved Supplies provided by LICENSOR for the production, packaging and sale of the Licensed Products. Attached as **SCHEDULE 5** is a list of all the necessary packaging for each Licensed Product, which includes the unit costs and minimum order quantities for each type of packaging. LICENSEE shall pay to LICENSOR fifty percent (50%) of the total Packaging Supply and Approved Supply fees on the date it places an order with LICENSOR. The remaining fifty percent (50%) of the Packaging Supply fee shall be due in full upon LICENSEE's receipt of the ordered Packaging Supply. Failure to pay the Packaging Supply Fee when it is due shall be considered a material breach of this Agreement.

B. LICENSOR's fee ("Start Up Fee") for design/consulting/start up advisory services is twenty-five thousand dollars ($25,000.00). LICENSOR acknowledges receipt of a deposit of five-thousand dollar ($5,000.00) to be applied towards the Start Up Fee. The remaining balance of twenty thousand dollars ($20,000) shall be paid in full upon execution of this Agreement.

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This Agreement shall not be considered effective until it has been fully executed by the Parties and the Licensee has paid in full the Start Up Fee to Licensor.

5. MINIMUM ANNUAL SALES REQUIREMENT.

A. LICENSEE shall be obligated to meet or exceed the Minimum Annual Sales Requirements specified in attached **SCHEDULE 5**. For the purpose of this Section, the annual sales for year one in **SCHEDULE 5** shall begin on January 1st, 2019 of sales of Licensed Products and end on December 31, 2019. Year two and subsequent annual sales periods shall be based on the calendar year. Failure to meet or exceed the Minimum Annual Sales Requirement in **SCHEDULE 5** shall be considered a material breach of this Agreement. Notwithstanding the forgoing, if at any point prior to the final one hundred and twenty (120) days of the expiration of the applicable annual sales period, LICENSEE notifies LICENSOR that it anticipates that it will not be able to satisfy the Minimum Annual Sales Requirement for that period, and LICENSEE's anticipated inability to reach Minimum Annual Sales Requirement is not due to LICENSEE's neglect or lack of good faith efforts to meet the Minimum Annual Sales Requirement, then LICENSOR will negotiate in good faith with LICENSEE to amend **SCHEDULE 5** with new, commercially reasonable Minimum Annual Sales Requirements. If the Parties are unable to reach an Agreement to amend **SCHEDULE 5** prior to the end of the applicable term, and LICENSEE in fact fails to meet or exceed the Minimum Annual Sales Requirement for that term, then LICENSOR may elect to terminate this Agreement.

B. To ensure that LICENSEE is on track to satisfy the Minimum Annual Sales Requirements specified in attached **SCHEDULE 5**, LICENSEE shall provide to LICENSOR quarterly reports for all sales of each Licensed Product with a certification from LICENSEE that the data in the report is accurate. To the extent feasible, LICENSEE shall use its seed-to-sale tracking system to generate the reports. At a minimum, the quarterly reports shall include for each Licensed Product: (i) the name of the Licensed Product; (ii) the number of units sold; and (iii) the gross revenue.

6. REPRESENTATIONS AND WARRANTIES

A. Each Party represents and warrants to the other Party that:

(i)it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(ii) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;

(iii) the execution of this Agreement by its Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and

(iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

B. LICENSOR represents and warrants there are no other agreements with any other Party in conflict herewith. LICENSOR further represents and warrants that it is the owner, or authorized licensee, of the Trademarks, it has full right and authority to grant the licenses set forth herein, and that as of execution of this Agreement, it is unaware of any third-party claim of ownership in the Trademarks or that any of the Trademarks infringe the intellectual property rights of any third party.

C. Except as set forth in this Section 6, nothing in this Agreement shall constitute any

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representation or warranty by LICENSOR that:

(i) any Trademark is valid; or

(ii) any Trademark (if an application) shall proceed to grant or, if granted, shall be valid.

D. To the fullest extent permitted by law, neither Party shall be liable to the other for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not any party has been advised of the possibility of such damages.

E. LICENSOR covenants and agrees that at all times during the term of this Agreement (and thereafter so long as LICENSEE is entitled to market and sell Licensed Products pursuant to this Agreement or otherwise) that (i) LICENSOR is the sole owner, or licensee, of the Trademarks and has the right to grant the licenses herein; (ii) use of the Trademarks and the Packaging Supply in the Territory by LICENSEE will not infringe upon the intellectual property, contractual, or other proprietary or personal rights of any person or entity; and (iii) LICENSEE shall, at its own expense, provide to LICENSOR all current packaging and labeling requirements in the Territory and ensure that packaging included in and labeling on the Packaging Supply complies with all applicable state and local laws, rules and regulations prior to submitting each order for the Packaging Supply. LICENSEE shall bear responsibility and the associated risk for any changes in the laws or regulation concerning the packaging or labeling requirements for the Packaging Supply. LICENSEE shall be solely responsible for adding labels disclosing test results, potency and other information relating to testing required by applicable state and local laws, rules and regulations.

7. MARKETING, ADVERTISING AND PROMOTION

A. LICENSEE shall:

(i) use commercially reasonable efforts to promote and expand the supply of Licensed Products throughout the Territory;

(ii) provide such advertising and publicity as may reasonably be expected to bring the Licensed Products to the attention of as many purchasers and potential purchasers within the Territory as possible;

(iii) ensure that its advertising, marketing and promotion of the Licensed Products in no way reduces or diminishes the reputation, image and prestige of the Trademarks or of products sold under or by reference to the Trademarks (including, without limitation, the Licensed Products); and(iv) comply with LICENSOR's Brand and Advertising Guidelines, a copy of which will be provided to LICENSEE within thirty (30) days of the Effective Date.

B. LICENSEE shall be solely responsible for the manufacture, production, sale, and distribution of the Licensed Products in the Territory and will bear all related costs associated therewith. LICENSEE shall be solely responsible for meeting the Minimum Annual Sales detailed in **SCHEDULE 6** (the "Distribution Schedule"). At its option, LICENSOR may treat the LICENSEE's failure to meet the deadlines in the Distribution Schedule as a material breach of this Agreement and just cause for the LICENSOR's termination of this Agreement but only if the LICENSEE fails to cure the breach within thirty (30) of receipt of notice of the breach from LICENSOR.

C. LICENSEE shall send to LICENSOR for its prior written approval the text and layout of all proposed advertisements and marketing and promotional material relating to the Licensed

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Products. If the advertisement is not in English, LICENSEE shall also provide an English translation of the text. In the event that LICENSOR disapproves of such material, it shall give written notice of such disapproval to LICENSEE within seven (7) days of receipt by LICENSOR of the material. In the absence of a written notice of disapproval within seven (7) days of receipt of such materials, the materials shall be deemed to have been approved by LICENSOR. LICENSEE shall not use any material in the advertising, marketing or promotion of Licensed Products which has not been approved by LICENSOR.

8. TRADEMARK NOTICES, QUALITY CONTROL AND SAMPLES

A. At least one of the Trademarks shall be affixed to or used in connection with all Licensed Products manufactured, marketed, promoted, offered for sale, sold, or distributed by or for LICENSEE. LICENSEE shall not offer for sale in the Territory any products identified in **SCHEDULE 2** that do not conspicuously bear at least one of the Trademarks. Use of the Packaging Supply without modification shall constitute compliance with this Section 8.

B. The licenses granted hereunder are conditioned upon LICENSEE's full and complete compliance with the marking provisions of the trademark laws in the Territory for all licensed Trademarks incorporated into the Licensed Products. LICENSEE shall ensure that all Licensed Products sold by LICENSEE and all related quotations, specifications, and descriptive literature, and all other materials carrying the Trademarks, be marked with the appropriate trademark notices in accordance with the laws of the Territory and LICENSOR's instructions.

C. Apart from the Trademarks, no other trademarks or logo may be affixed to, or used in connection with, the Licensed Products, except that LICENSEE may use its trade name and the trade name of those listed in **SCHEDULE 4** on the Licensed Product and the packaging, advertising, and promotional materials for the Licensed Products, without the LICENSOR'S prior written approval.

D. In exercising its rights under this Agreement, LICENSEE shall comply with, and shall ensure that each Licensed Product sold or otherwise supplied by LICENSEE complies with all applicable all laws applicable in the Territory throughout the Term of this license. Compliance with state law specifically includes but is not limited to all state laws and regulations concerning the testing of marijuana products and extracts for: (1) Pesticides (including Pesticide & Fungicide Residue); (2) Microbiological Organisms (including Fungal & Bacterial); and (3) and Residual Solvents. LICENSEE further represents and warrants that all Licensed Products will at all times comply with applicable state laws and regulations concerning testing, and (b) LICENSEE shall, within five (5) business days of a written request by LICENSOR, provide all documentation reasonably necessary to establish that the Licensed Products are manufactured and sold in compliance with state laws concerning acceptable levels of (1) Pesticides (including Pesticide & Fungicide Residue); (2) Microbiological Organisms (including Fungal & Bacterial); and (3) Residual Solvents. LICENSEE's failure to comply with the applicable state laws and regulations concerning testing of the marijuana or marijuana extracts used in the Licensed Products shall be considered a material breach of this Agreement for which the LICENSOR shall have the right to immediately terminate this Agreement. Should the production and sale of cannabis become legal under federal law, LICENSEE shall also comply with and shall ensure that each Licensed Product sold or otherwise supplied by LICENSEE complies with, all then applicable federal laws. LICENSEE shall, to the extent not privileged, promptly provide LICENSOR with copies of all communications, relating to the Trademarks or the Licensed Products, between Licensee and any governmental, regulatory or industry authority. All advertising and marketing materials

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for the Licensed Products prepared by LICENSEE shall also include all appropriate legal notices as required by applicable state law.

E. LICENSEE shall comply strictly with the direction of LICENSOR regarding the form and manner of the application of the Trademark and other Intellectual Property.

F. LICENSEE acknowledges and is familiar with the high standards, quality, style and image of LICENSOR, and LICENSEE shall, at all times, conduct its business and use the Intellectual Property in a manner consistent with these standards, quality, style and image. To ensure compliance with LICENSOR's standards for packaging and branding, LICENSEE shall purchase all packaging for the Licensed Products from LICENSOR pursuant to the terms in **SCHEDULE 5**.

G. The Licensed Products shall be of a high quality in conformity with a standard sample approved by LICENSOR. LICENSEE shall comply with the specifications, standards and directions relating to the Licensed Products, including their design, manufacture, promotion, packaging, distribution and sale as notified in writing by LICENSOR from time to time. To ensure compliance with LICENSOR's standards for quality and taste, LICENSEE shall purchase all non-cannabis ingredients for the Licensed Products from LICENSOR pursuant to the terms in **SCHEDULE 5**.

H. If the quality of a class of the Licensed Products falls below such a production-run quality, as previously approved by LICENSOR, LICENSEE shall use its commercially reasonable efforts to restore such quality. In the event that LICENSEE has not taken appropriate steps to restore such quality within ten (10) days after notification by LICENSOR, LICENSOR shall have the right to terminate this Agreement and require that the LICENSEE cease using the Trademarks.

I. Prior to the commencement of manufacture and sale of the Licensed Products, and only to the extent allowable under the laws of the Territory, LICENSEE shall submit to LICENSOR in Alaska, at no cost to LICENSOR and for approval as to quality, two (2) samples of each Licensed Products in the Territory, and one (1) complete set of all promotional and advertising material associated therewith. Failure of LICENSOR to approve such samples within 14 (fourteen) working days after receipt thereof will be deemed approval. Once such samples have been approved by LICENSOR, LICENSEE shall not materially depart therefrom without LICENSOR's prior express written consent, which shall not be unreasonably withheld.

H. In no event shall LICENSEE change, alter or modify the form factor, recipe, ingredients, packaging or manufacturing process of any Licensed Product without LICENSOR's prior written consent which may be unreasonably withheld.

I. At least once during each calendar year, but only to the extent allowable by law, LICENSEE shall submit to LICENSOR, for approval, an additional six (6) sets of samples for quality assurance testing. Delivery of such samples will take place in Alaska.

J. In the event that LICENSEE is prohibited by the laws of the Territory from providing samples of the Licensed Products to LICENSOR, then the Parties shall make good faith efforts to negotiate and agree upon a commercially reasonable alternative for LICENSOR to approve of the quality of the Licensed Products. Such alternative may include potency and/or quality testing by a duly licensed and/or certified third-party testing facility selected by mutual agreement of the Parties.

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K. LICENSEE shall not sell, market, distribute or use for any purpose, or permit any third party to sell, market, distribute or use for any purpose, any Licensed Products bearing the Trademarks, which are rejected by LICENSOR or which are damaged or defective.

L. LICENSEE shall promptly provide LICENSOR with details of any complaints it has received relating to the Licensed Products together with reports on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by LICENSOR in respect thereof.

M. The LICENSEE agrees to permit and shall obtain permission for LICENSOR or its Representative to inspect the facilities where the Licensed Products are being manufactured, packaged, stored, and distributed to ensure compliance with the quality standards or any other specification or requirements set forth in this Agreement and in compliance with the laws and regulation of the regulatory authority body in the Territory.

N. LICENSEE agrees to take all reasonable steps, which may include, without limitation, product recalls, to abate any health or safety risks posed by the Licensed Products as expeditiously as possible. Upon LICENSOR's written request, LICENSEE shall provide to LICENSOR for LICENSOR's review and approval, a copy of LICENSEE's recall program for the Licensed Products. LICENSEE shall have complete responsibility for determining if a product recall is required and LICENSEE shall bear responsibility for all costs and expenses associated with any recall of the Licensed Products.

9. NOTICE AND PAYMENT

A. Any notice required to be given pursuant to this Agreement shall be in writing and delivered by electronic mail to the other designated Party at the below stated email address. Payment shall be delivered to LICENSOR pursuant to the instructions to be provided by LICENSOR.

If to LICENSOR:

Andy Brassington andy@treholdco.com (O) 206 596 8600 (C) 509 941 8002

If to LICENSEE:

Brian L. Simpson noainc@mosquitonet.com (C) 907 322 9841 (O) 907 _____

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B. Either Party may change the address to which notice or payment is to be sent by written notice to the other in accordance with the provisions of this paragraph.

10. TRADEMARKS

A. LICENSEE recognizes the value of the good will associated with the Trademarks and acknowledges that the Trademarks and all rights therein including the good will pertaining thereto, belong exclusively to LICENSOR. LICENSEE agrees that its use of the Trademarks and any modifications made to the Trademarks by LICENSEE inures solely to the benefit of LICENSOR and that the LICENSEE shall not acquire any rights in the Trademarks or such modifications. If LICENSEE acquires any rights in the Trademarks, by operation of law, or otherwise, such rights shall be deemed and are hereby irrevocably assigned to LICENSOR without further action by the parties.

B. The parties agree to execute any documents reasonably requested by the other Party to affect any of the above provisions.

C. LICENSEE acknowledges LICENSOR's and its Affiliates exclusive rights in the Trademarks and, further, acknowledges that the Trademarks are unique and original to LICENSOR and its Affiliates and that LICENSOR and its Affiliates are the owners thereof. LICENSEE shall not, at any time during or after the effective Term of the Agreement dispute or contest, directly or indirectly, LICENSOR's or its Affiliates exclusive right and title to the Trademarks or the validity thereof.

D. LICENSEE agrees that it shall not, during the Term or thereafter, directly or indirectly:

(i) do, omit to do, or permit to be done, any act which will or may dilute the Trademarks or tarnish or bring into disrepute the reputation of or goodwill associated with the Trademarks of LICENSOR or which will or may invalidate or jeopardize any registration of the Trademarks; or

(ii) apply for, or obtain, or assist any Person in applying for or obtaining any registration of the Trademarks, or any trademark, service mark, trade name or other indicia, identical or confusingly similar to the Trademarks except as otherwise permitted by the terms of this Agreement.

(iii) do, omit to do, or permit to be done, any act which will or may tarnish or bring into disrepute the reputation of or goodwill associated with the Trademarks of LICENSOR or which will or may invalidate or jeopardize any registration of the Trademarks; or

E. LICENSOR may, at its sole discretion and at its own expense, take all reasonable steps to maintain the existing registrations of the Trademarks and prosecute to registration any pending applications. LICENSEE shall provide, at the request of LICENSOR and at LICENSOR's expense, all necessary assistance with such maintenance and prosecution in the United States, and LICENSOR shall provide the same level of cooperation in LICENSEE's efforts to register the Trademarks in the Territory as permitted per the terms of this Agreement. Each party shall provide to the other, upon request, copies of receipts of renewal fees.

F. LICENSEE shall not grant or attempt to grant a security interest in, or otherwise encumber, the Trademarks or record any such security interest or encumbrance against any application or registration regarding the Trademarks in the United States Patent and Trademark Office or elsewhere.

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11. PROTECTION OF THE TRADEMARKS

A. LICENSEE shall immediately notify LICENSOR in writing giving reasonable detail if the LICENSEE obtains knowledge of or learns about any of the following matters:

(i) any actual, suspected or threatened infringement of the Trademarks;

(ii) any actual, suspected or threatened claim that the Trademarks are invalid;

(iii) any actual, suspected or threatened opposition to the Trademarks;

(iv) any actual, suspected or threatened claim that use of the Trademarks infringe the rights of any third party;

(v) any person applies for, or is granted, a registered trademark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to LICENSEE under this Agreement; or

(vi) any other actual, suspected or threatened claim to which the Trademarks may be subject.

B. LICENSOR shall have the initial right, in LICENSOR's sole discretion, to determine whether, and in what manner, to assert and bring claims to protect, preserve, or defend the Trademarks and Licensed Products against actual or suspected infringement, attack or challenge. If LICENSOR decides to assert its rights or bring any claim, LICENSEE agrees, as may be reasonably requested by LICENSOR, to cooperate with LICENSOR in any such action, including, without limitation, by joining the action as a party if necessary to maintain standing or otherwise bring suit. All out-of-pocket expenses, including reasonable attorneys' fees, expert witness fees, and court costs, related to LICENSEE's participation in such infringement action at the request of LICENSOR, shall be borne solely by LICENSOR. Any award, or portion of any award, recovered by LICENSOR in any such action or proceeding commenced by LICENSOR shall belong solely to LICENSOR after recovery by both parties of their respective actual out-of- pocket costs. To the extent that LICENSEE shares any costs as a result of such assistance, LICENSEE shall share in any recovery, pro-rata in proportion to any costs actually incurred by LICENSEE. If LICENSOR determines not to take any such action with respect to the Trademarks and Licensed Products, it shall so notify LICENSEE, who, upon receiving the consent of LICENSOR, may take such protective action in its own name and at its own expense; provided that LICENSEE shall keep LICENSOR informed of the status of LICENSEE's activities regarding such action and any settlement or other resolution thereof. Prior to entering into any settlement or commencing or engaging in any litigation or suit with respect to any Trademarks and Licensed Products, LICENSEE shall obtain LICENSOR's approval to enter into such settlement or commence or engage in such litigation. LICENSOR shall cooperate with LICENSEE or join in any such action at LICENSEE's reasonable request and expense. All out- of-pocket expenses, including reasonable attorneys' fees, expert witness fees, and court costs, related to LICENSOR's participation in such infringement action at the request of LICENSEE, shall be borne solely by LICENSEE. Any award, or portion of any award, recovered by LICENSEE in any such action or proceeding commenced by LICENSEE shall belong solely to LICENSEE, after recovery by both parties of their respective actual out-of-pocket costs. To the extent that LICENSOR shares any costs as a result of such assistance, LICENSOR shall share in any recovery, pro-rata in proportion to any costs actually incurred by LICENSEE. The parties hereby agree to cooperate with each other in the conduct or defense of any legal action, and in the negotiations in respect of any legal action relating to any of the Trademarks and Licensed Products, and each will provide to the other all relevant data, information and material in its possession which may be helpful in such action or negotiation, at the cost and expense of the Party requesting such data, information and material.

12. CONFIDENTIALITY

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A. Each party (the "Receiving Party") acknowledges that in connection with this Agreement it will gain access to Confidential Information of the other party (the "Disclosing Party"). As a condition to being furnished with Confidential Information, the Receiving Party agrees to:

(i) not use the Disclosing Party's Confidential Information other than as strictly necessary to exercise its rights and perform its obligations under this Agreement; and

(ii) maintain the Disclosing Party's Confidential Information in strict confidence and, subject to Subsection 12(C) below, not disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, provided, however, the Receiving Party may disclose the Confidential Information to its Representatives who:

(a) have a "need to know" for purposes of the Receiving Party's performance, or exercise of its rights with respect to such Confidential Information, under this Agreement;

(b) have been apprised of this restriction; and

are themselves bound by written nondisclosure agreements at least as restrictive as those set forth in this Section 12, provided further that the Receiving Party shall be responsible for ensuring its Representatives' compliance with, and shall be liable for any breach by its Representatives of, this Section 12. The Receiving Party shall use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.

B. Confidential Information does not include information that the Receiving Party can demonstrate by documentation:

(i) was already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party;

(ii) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information;

(iii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; or

(iv) was received by the Receiving Party from a Third Party who was not, at the time, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information.

C. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall:

(i) provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under this Section 12; and

(ii) disclose only the portion of Confidential Information that it is legally required to furnish.

If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance, the Receiving Party shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

13. TERMINATION OR EXPIRATION

A. In addition to the termination rights that may be provided elsewhere in this Agreement, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party in the event of a breach of a material provision of this Agreement by the other Party, provided that,

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during the thirty (30) day period, the breaching Party fails to cure such breach.

B. LICENSOR shall have the right to terminate this Agreement immediately by giving written notice to LICENSEE if LICENSEE challenges the validity or LICENSOR's ownership of any Intellectual Property.

C. For the sake of clarity, LICENSOR shall have the right to terminate this Agreement if the LICENSEE fails to satisfy the Distribution Schedule and/or Minimum Annual Sales Requirements in **SCHEDULE 6** or fails to timely pay the Package Supply fee. LICENSOR shall also have the right to terminate this Agreement upon any other material breach, which includes, but is not limited to breaches of Sections 6 and/or 8 of this Agreement.

D. Either Party may terminate this Agreement, effective immediately, in the event that: (i) LICENSEE ever abandons its application for the required state and/or local licenses needed for LICENSEE to perform under this Agreement; (ii) LICENSEE is unable to secure the required all licenses necessary for LICENSEE to perform under this Agreement by no later than December 31, 2018; or (iii) LICENSEE permanently loses its any of its required licenses necessary to perform under this Agreement.

E. Upon expiration or termination, LICENSEE shall provide LICENSOR with a complete schedule of its remaining inventory of Licensed Products then on-hand (the "Inventory").

F. Subject to any express provisions set out elsewhere in the Agreement, upon expiration or termination of this Agreement, except for reason of a breach of LICENSEE's duty to comply with the quality control or legal notice marking requirements or LICENSEE's duty to pay the Packaging Supply Fee, LICENSEE shall be entitled, for an additional period of three (3) months and on a nonexclusive basis, to continue to sell such Inventory. Such sales shall be made subject to all of the provisions of this Agreement and to an accounting for and the payment of a License Fee thereon, due and paid within thirty (30) days after the close of the three (3) month period.

G. Subject to any express provisions set out elsewhere in the Agreement, upon the expiration or termination of this Agreement, all of the rights and licenses of LICENSEE under this Agreement shall terminate and immediately revert to LICENSOR and LICENSEE shall immediately discontinue all use of the Intellectual Property at no cost whatsoever to LICENSOR, and LICENSEE shall immediately return to LICENSOR, or at LICENSOR'S option destroy, all material relating to the Intellectual Property and all Confidential Information of LICENSOR at no cost to LICENSOR.

14. INDEMNITY

A. LICENSEE agrees to defend, indemnify and hold harmless LICENSOR and its Representatives against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "Action") related to or arising out of: (i) the breach of this Agreement by LICENSEE, (ii) LICENSEE's exercise of its rights granted under this Agreement, including but not limited to any product liability claim or third party intellectual property rights infringement claim relating to Licensed Products manufactured, supplied or put into use by LICENSEE, and (iii) LICENSEE's or its Affiliates gross negligence or willful misconduct related to LICENSEE's role as licensee under this Agreement.

B. LICENSOR agrees to defend, indemnify and hold harmless LICENSEE and its Representatives, including the Agent, against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "Action") related to or arising out of: (i) the breach of this Agreement by LICENSOR, (ii) LICENSOR's exercise of its rights granted under

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this Agreement, including but not limited to any product liability claim or third party intellectual property rights infringement claim relating to Licensed Products manufactured, supplied or put into use by LICENSOR, and (iii) LICENSOR's or its Affiliates gross negligence or willful misconduct related to LICENSOR's role as licensor under this Agreement.

C. The indemnified Party shall promptly notify the indemnifying Party in writing of any Action and cooperate with the indemnifying Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party's sole cost and expense. The indemnifying Party shall not settle any Action in a manner that adversely affects the rights of the indemnified Party without the indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified Party's failure to perform any obligations under this Section shall not relieve the indemnifying Party of its obligations under this Subsection except to the extent that the indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

15. INSURANCE

A. LICENSEE shall, throughout the Term of the Agreement and for a period of three (3) years after, obtain and maintain at its own cost and expense from a qualified insurance company, standard Product and General Liability Insurance naming LICENSOR and its Affiliates as additional named insureds. Such policy shall provide protection against any and all claims, demands and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Licensed Products or any material used in connection therewith or any use thereof. The amount of coverage shall be a one million dollar ($1,000,000.00) combined single limit for each single occurrence for bodily image and/or property damage. The policy shall provide for ten (10) days' notice to LICENSOR from the insurer by Registered or Certified Mail, return receipt requested, in the event of any modification, cancellation or termination thereof. LICENSEE agrees to furnish LICENSOR a certificate of insurance naming Licensor as an additional named insured and evidencing same within thirty (30) days after execution of this Agreement and, in no event shall LICENSEE manufacture, distribute or sell the Licensed Products prior to receipt by LICENSOR of such evidence of insurance. The insurance policy must be issued by an insurance company acceptable to LICENSOR.

B. LICENSOR shall, throughout the Term of the Agreement and for a period of three (3) years after, obtain and maintain at its own cost and expense from a qualified insurance company, standard General Liability Insurance naming LICENSEE and its Affiliates as additional named insureds with limits no less than one million ($1,000,000.00) per occurrence and one million ($1,000,000.00) in the aggregate, including bodily injury, property damage, completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of LICENSOR under this Agreement. The policy shall provide for thirty (30) days' notice to LICENSEE from the insurer by Registered or Certified Mail, return receipt requested, in the event of any modification, cancellation or termination thereof. LICENSOR agrees to furnish LICENSEE a certificate of insurance evidencing same. The insurance policy must be issued by an insurance company acceptable to licensee.

16. TRADEMARK OWNERSHIP. The Parties acknowledge and agree that, as between the Parties, except for the right to sell the Licensed Products under the trademarks and trade names of LICENSOR, all right, title and interest in and to any trademark rights in

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or covering the licensed Trademarks shall reside solely in LICENSOR.

17. AGREEMENT BINDING ON SUCCESSORS. The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

18. WAIVER. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. SEVERABILITY. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

20. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

21. ASSIGNMENT. The license granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless in connection with a transfer of substantially all of the assets of LICENSEE or with the consent of LICENSOR.

22. GOVERNMENTAL APPROVAL. Only if required by law of the jurisdiction, as promptly as possible after execution of this Agreement, LICENSEE agrees to submit copies of this Agreement to any governmental agency in any country in the Territory where approval of a license agreement is necessary and agrees to promptly prosecute any such application diligently. This Agreement shall only become effective in such country upon receipt of appropriate approval from the applicable governmental agency. In the event that the applicable governing body objects to or rejects any term in this Agreement, the Parties shall use commercially reasonable efforts to amend this Agreement to correct the objectionable term.

23. ENTIRE AGREEMENT. This Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

24. AMENDMENTS. Any amendment to this Agreement must be in writing and signed by an authorized person of each Party.

25. SURVIVING RIGHTS. Any rights or obligations of the parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration.

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26. FURTHER ASSURANCES. Each Party shall, upon the reasonable request of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

27. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

28. HEADINGS. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

29. EQUITABLE RELIEF. LICENSEE acknowledges that a breach by LICENSEE of this Agreement may cause LICENSOR irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, LICENSOR will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which LICENSOR may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

30. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

31. FORCE MAJEURE. Neither Party shall be responsible for delays or failure of performance under this Agreement to the extent resulting from causes that are beyond the reasonable control of such Party and which render the continued performance of this Agreement impossible, impractical or illegal, including, but not limited to, fire, flood, explosion, tornado, epidemic, earthquake, snowstorm, ice storm or other act of God, embargo, explosion, malfunction, riots, civil disputes, acts or threatened acts of terrorism or war, failure of the internet or government controls or regulations, and problems or defects in relation to the Internet and/or any telecommunication systems. The existence of such causes of such delay or failure shall extend the period for performance to the extent necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

32. NON-COMPETITION. Under no circumstances shall the LICENSEE or its affiliates manufacture, distribute or sell a product that (a) competes directly with any of the Licensed Products at the SKU and/or similar price point; (b) is confusingly similar to the Licensed Products in overall appearance of the packaging and/or name; or (c) is a beverage unless this Agreement is amended to include beverages as a Licensed Product, but even then LICENSEE shall only manufacture, distribute or sell a beverages licensed from LICENSOR.

33. CHANGE IN CONTROL.

A. In the event that LICENSEE elects to sell, transfer or merge its controlling interest to a third party, LICENSEE shall grant to LICENSOR the right of first refusal to purchase the controlling interest in LICENSEE on the same terms and conditions offered to and accepted by a third party (the "Offer").

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LICENSOR shall then have sixty (60) days to evaluate the Offer. If LICENSOR does not notify LICENSEE of its acceptance of the Offer within that sixty (60) day period, then LICENSEE may proceed to complete the transaction with the third party so long as the ultimate terms of the deal with the third party do not materially differ from the terms of the Offer presented to LICENSOR.

B. In the event that there is a Change in Control (as defined below) of the LICENSEE, then upon the closing of such transaction, LICENSEE shall pay to LICENSOR ten percent (10%) of the aggregate present value of the total consideration paid to LICENSEE in such transaction, including for the avoidance of doubt, any deferred purchase price consideration including promissory notes or earnouts, funds placed into escrow, and the value of any rolled equity received by the LICENSEE or its security holders in such transaction (the "***Change in Control Fee***"). LICENSEE hereby covenants to provide LICENSOR with a copy of any transaction documents effecting the Change in Control so that LICENSOR may independently verify the amount of the Change in Control Fee. The Change in Control Fee shall be paid to LICENSOR in immediately available funds.

C. For purposes of this Agreement, "***Change in Control***" shall be defined as any of the following: means any of the following: any (i) merger, consolidation, share exchange, business combination, joint venture, partnership, or similar transaction (or series of transactions) (each a "***Combination***") involving the LICENSEE in which (a) the LICENSEE is a constituent party or (b) a subsidiary of the LICENSEE is a constituent party and the LICENSEE issues equity securities pursuant to such Combination, except any such Combination involving the LICENSEE or a subsidiary in which the equity securities of the LICENSEE outstanding immediately prior to such Combination continue to represent, or are converted into or exchanged for equity securities that represent, immediately following such Combination, at least a majority, by voting power, of the equity securities of (1) the surviving or resulting party or (2) if the surviving or resulting party is a wholly owned subsidiary of another party immediately following such Combination, the parent of such surviving or resulting party; (ii) sale, lease, exchange, mortgage, pledge, transfer or other disposition of a material portion of the assets of the LICENSEE; (iii) transaction contemplating either the issuance by the LICENSEE of more than fifty percent (50%) of any class of its equity securities, or the acquisition (directly or indirectly) by any Person of more than fifty percent (50%) of any class of the LICENSEE's equity securities; or (iv) the sale of the LICENSEE's marijuana processing license.

D. If the provisions of this Section are deemed to be invalid by any court of competent jurisdiction or any government agency with authority over LICENSEE, then upon the closing of any Change in Control of the LICENSEE, LICENSEE shall, in lieu of paying the Change in Control Fee, pay to LICENSOR a cash fee equal to twenty thousand dollars ($20,000 USD) for each month that this Agreement was in effect prior to the event or transaction constituting a Change in Control of the LICENSEE. The provisions of this Section shall survive the Term of this Agreement in perpetuity.

34. JURISDICTION AND DISPUTES

A. This Agreement shall be governed and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Washington.

B. If there is a dispute between the Parties that arises out of or is related to this Agreement, then the Parties agree to first attempt to resolve the dispute through a neutral mediator selected by the

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Parties. If mediation is not successful, then any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (except at the option of either Party for any application for injunctive relief) shall be finally settled by arbitration in King County, Washington under the rules of the American Arbitration Association (AAA) before one arbitrator and judgment upon the award rendered may be entered in any court having jurisdiction. In this regard, the parties submit to the personal subject matter jurisdiction of the State of Washington. The arbitration provisions of this Section shall be interpreted according to, and governed by, the Federal Arbitration Act, and any action to enforce any rights hereunder shall be brought exclusively in the U.S. District Court for the Western District of Washington. **EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION SHALL BE ADJUDICATED BY AN ARBITRATOR AND WITHOUT A JURY.**

C. The parties may mutually agree upon any procedure for appointing the arbitrator and shall inform the AAA administrator as to such procedure; however, if within 45 days after the commencement of the arbitration, all of the parties have not mutually agreed on a procedure for appointing the arbitrator or have not mutually agreed on the designation of the arbitrator, the AAA administrator shall unilaterally appoint and designate the presiding arbitrator.

D. If a Party fails to file a statement of defense within the time established by the tribunal without showing sufficient cause for such failure, as determined by the tribunal, or if a Party, duly notified, fails to appear at a hearing without showing sufficient cause for such failure, as determined by the tribunal, the tribunal may proceed with the arbitration; or if a Party, duly invited to produce evidence or take any other steps in the proceedings fails to do so within the time established by the tribunal without showing sufficient cause for such failure, as determined by the tribunal, the tribunal may make the award on the evidence before it.

35. TIME IS OF THE ESSENCE. Time is of the essence with respect to each Party's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Tre HoldCo, Inc.	Arctic Bakery, LLC.
By: Andrew Bunnyton	By:
Title: COO + Director	Title: General Manger
Date: 14 May 2018	Date: 5/14/2018

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Schedule 1:
Trademarks

To be inserted.

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SCHEDULE 2
LICENSED PRODUCTS & APPROVED SUPPLIES

4.20 Bar™
4.20 Bar Minis™
Sinners & Saints™ hard candy
HIGH TEA™
Brassington Mints™
Stone Cold Soda Company™
line of sodas
High Drate™
Trinity, Proof and Firetruck™ pre-rolls
FLICK IT™ cartridges
Imagine Wellness

APPROVED SUPPLIES:

Chocolate- Milk and Dark
Sugar
Flavorings
Teas
Pouches
Cartons
Flow Wrap
Bottles
Closures
Labels
Soda Mixes
Botanicals
Juice Concentrates
POS Materials
Marketing Collateral
Ethanol
Other supplies and
ingredients as needed.

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SCHEDULE 3
TERRITORY

The State of Alaska

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SCHEDULE 4

ENTITIES WHOSE TRADE NAMES CAN BE USED ON OR IN CONNECTION WITH THE LICENSED PRODUCTS

Arctic Bakery, LLC and ABc
& Tre HoldCo, Inc.

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SCHEDULE 5
SUPPLY FEE & MINIMUM ANNUAL SALES REQUIREMENTS

SUPPLIES FEE:

Supplies Fees TBD for each Licensed Product based on agreed upon MOQs at LICENSOR's costs plus Fifteen percent (15%). Licensor shall coordinate all supplies purchasing and negotiate best available drop ship pricing and quality among all licensees to insure all licensees benefit from the collective economies of collective purchasing by Licensor.

MINIMUM ANNUAL SALES REQUIREMENTS:

The parties agree that the licensee's first year annual sales on a twelve-month basis of Licensed Products shall be no less than One Million Five Hundred Thousand and No/100 Dollars ($1,500,00.00). The second-year annual sales of Licensed Products shall be no less than Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00).
Third and subsequent year annual sales of Licensed Products shall be no less than Four Million and No/100 Dollars ($4,000,000.00).
Such annual sales requirements are collectively defined as the "Minimum Annual Sales Requirement".

SCHEDULE 6
DISTRIBUTION SCHEDULE

Production of the first Licensed Products in the Territory will be available for sales and distribution as soon as practicable and is currently expected sometime in Q4.

Alaska has more than 40 licensed and operating cannabis retailers that are potential customers of Licensee. The Parties expect that Licensee shall begin selling Licensed Products with in thirty (30) days of production.

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