COMMERCIAL LEASE WITH OPTION TO RENEW

This lease made effective, as of the 1st day of May, 2019 between:

BUSINESS SERVICES OF ALASKA LLC
2750 Park Way, North Pole, AK 99705

(hereinafter called "Landlord" or "BSA") and

GOODSINSE, LLC
2750 Park Way, North Pole, AK 99705

(hereinafter called "Tenant" or "GoodSinse") who agree as follows:

- ***PREMISES:*** Landlord leases to Tenant and Tenant leases from Landlord the real property commonly known as 2604 Davis Road, Fairbanks, Alaska 99709,
- ***TERM:*** Except as may be altered per the provisions below, the term of this lease shall commence upon signing and expire approximately one (1) years thereafter on the 1st day of May, 2020.
- ***ACCEPTANCE OF PREMISES – POSSESSION:***
  - Commencing upon signing of this agreement, Tenant shall have access to and possession of the entire property.
- ***RENT:*** Tenant shall pay to Landlord upon the signing of this agreement THIRTY-SIX HUNDRED DOLLARS ($3600.00), representing the first and last month's six months' rent (i.e. the monthly rental rate is $1800).
  - Tenant shall have the following early termination options, bulleted below under this paragraph:
  - Within the first six months and should Tenant fail to secure the necessary government permits for its planned property and business use, Tenant shall have the option of terminating the lease without further liability and be entitled to a credit of the last month's rent. The first month's rent of $1,800, however, is nonrefundable.
  - Rent is due on the 1st of the month and can be mailed to Landlord at this above address.
- **SECURITY DEPOSIT**: No security deposit shall be paid. The last month's rent shall be held by Landlord in trust subject to Tenant's right of early termination consistent with Article 4 above.
- ***TAXES, INSURANCE, UTILITIES:*** During the rental term, utilities (electric, waste disposal, water, septic) and property taxes on the property shall be paid by Landlord, subject to the below.
  - Fuel heating oil: shall be provided and paid by Tenant.
  - *Electricity:* As long as electrical usage remains in Landlord's name, Landlord shall be entitled to a deposit from Tenant of $3,000, refundable upon lease termination. Landlord shall cover, as included within the rent, up to 4500 kilowatts per month for Tenant's use. Tenant shall be responsible for electric charges associated with monthly usage exceeding 4500 kilowatts.

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- Water: shall be provided and paid by Tenant.
- Tenant shall be responsible for insuring its personal property. Landlord shall maintain fire and premises insurance coverage. Evidence of Insurance shall be provided upon demand by either party.
- Landlord shall maintain the boiler and the septic system, including payment for periodic septic pumping.

- ***LIMITATION ON USE - SIGNAGE:*** Tenant may use the premises for all lawful uses, including (but not limited to) cannabis production, sales, warehousing, marketing, self- storage, or general storage. Tenant shall be allowed to erect signage on the property.
- Tenant shall report any oil spills that require more than 24 hours to clean up. No hazardous materials shall be placed in the drains or the dumpster.
- ***NONCOMPETITION BY LANDLORD WITH TENANT'S USE:*** During the term of this lease and for one year (1) following Tenant's leasing the property, landlord shall refrain from competing with Tenant in Tenant's use of the premises. Landlord's covenant not to compete is limited to within a fifty (50) mile radius of the property. In the event of breach of this covenant, the parties agree that damages to Tenant will be certain, yet difficult to prove. In recognition of that, the parties agree that liquidated damages of $200 for each day of competition is reasonable.
- ***MAINTENANCE OF AND IMPROVEMENTS TO PREMISES:***
  - ***Maintenance:*** Except as otherwise provided herein, Tenant at its cost shall maintain the improvements and premises in good condition, normal wear and tear excepted. Landlord shall not have any responsibility for normal, day-to-day maintenance of the premises. Landlord shall be responsible, however, for all structural and p h y s i c a l plant operational expenses (including boiler maintenance).
  - ***Improvements:*** Tenant understands and agrees that it is leasing the premises in its "as is" condition. Tenant shall bear the sole burden and cost for any improvements. Except as noted in reference to structural and physical plant operational expenses, Landlord shall not be responsible for any improvements to the premises. Landlord consents to Tenant making alternations and improvements to the premises. Tenant shall be responsible for obtaining any necessary governmental permits for improvements.
- ***LIABILITY - INDEMNITY:*** Tenant shall be liable for and shall hold Landlord harmless from, all damages to any third party or to property, occurring in, on, or about the premises, arising from Tenant's occupation or use of the premises; except that Landlord s hall be liable to Tenant and shall hold Tenant harmless from damages resulting from the acts or omissions of Landlord or its authorized representatives. Without limitation, L a n d l o r d will indemnify, defend, and hold Tenant harmless from environmental liabilities relating to the property that pre-date Tenant's occupancy. For its part, Tenant shall hold Landlord harmless from environmental liabilities relating to the property

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that stem from Tenant's occupancy.

- ***DAMAGE OR DESTRUCTION:*** In case any occurrence caused solely by an act or omission of Tenant results in damage or destruction to the improvements and or premises, Tenant shall at its sole cost and expense, whether or not such casualty loss is covered by insurance and whether or to the insurance proceeds, if any, shall be sufficient for the purpose, restore, repair, replace or rebuild the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction, including temporary repairs and work necessary to protect the premises from further injury and with such changes or alterations as may be made at Tenant's election. The restoration shall be commenced promptly and prosecuted with reasonable diligence, unavoidable delays excepted.
- ***DESTRUCTION:*** If, during the term, the premises are totally or partially destroyed or damaged by a cause not occasioned solely by the act or default of Tenant, rendering the premises totally or partially inaccessible or unusable, Tenant shall have the option to terminate this lease, or to continue the lease with rentals to be fairly apportioned in accordance with the amount of the partial destruction, and/or to restore the premises to substantially the same condition as they were in immediately before destruction, whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. If then existing laws do not permit the restoration, either party can terminate this lease immediately by giving notice to the other party.
- ***ABATEMENT OR REDUCTION OF RENT:*** Tenant will, during the term of this lease agreement, pay to Landlord the rent reserved in this Lease in the manner specified above, except in the event that all or any part of the demised premises shall be destroyed or damaged by fire or other cause not occasioned solely by the act or default of Tenant, and until the premises are repaired as stated above, the reserved rental is: (a) to cease if destruction is entire, or (b) to be fairly apportioned if partial.
- ***AWARD - DISTRIBUTION:*** All awards and proceeds whether from insurance, condemnation or otherwise shall be allocated between Landlord and Tenant as their interests appear. Nothing contained in this lease shall affect or impair the rights of Landlord or Tenant to recover compensation for their interests taken or damages suffered by reason of any loss, taking, condemnation, or need to relocate.
- ***ASSIGNMENT, SUBLETTING AND ENCUMBERING:*** Neither party shall voluntarily assign or encumber its interest and obligations in this lease or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the premises, without first obtaining the other party's consent, which shall not be unreasonably withheld. Any assignment, encumbrances, or sublease without the other party's consent shall be voidable and, at that party's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

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- ***INVOLUNTARY ASSIGNMENT:*** No interest of a party in this Lease with shall be assignable by operation of Law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:
    - If Tenant of Landlord is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt;
    - If a writ of attachment or execution is levied on this lease;
    - If, in any proceeding or action to which Tenant or Landlord is a party, a receiver is appointed with authority to take possession of the premises.
    - An involuntary assignment shall constitute a default and the non-defaulting party shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Tenant or Landlord, as the case may be.
- ***TENANT'S DEFAULT:*** The occurrence of any of the following shall constitute a default by Tenant:
    - Failure to pay rent within fifteen (15) days of when due.
    - Abandonment of the premises (failure, without excuse, to occupy and operate the premises during the summer tourist season shall be deemed an abandonment).
    - Failure to perform any of the provisions of this lease if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this lease if Tenant commences to cure the default within the thirty (30) day period, and thereafter diligently and in good faith continues to cure the default.
    - Notices given under this paragraph shall specify the alleged default and the applicable lease provisions; and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless Landlord so elects in the notice.
- ***REMEDIES:*** If Tenant or Landlord, as the case may be, causes a default the non-defaulting party shall have all remedies permitted by law including the below. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law.
    - Either party, following notice and opportunity to cure extended to the other, after the other commits a default, can cure the default at the defaulting party's cost. If a party at any time, by reason of the other's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the non-defaulting party shall be due immediately from the defaulting party to the other at the time the sum is paid, and if paid at a later date shall bear interest at the rate of five percent (5%) per annum from the date the sum is paid by the non-defaulting party until reimbursed by the defaulting party. The sum, together with interest on

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it, shall be additional rent or a credit toward rent or toward purchase, as the case may be.

- ***INTEREST ON UNPAID RENT:*** Rent not paid when due shall bear interest at 5% per annum.
- ***SIGNS, ADVERTISING:*** Tenant at its cost shall have the right t o place, construct, and maintain signs on the premises. Any sign that Tenant has the right to place, construct, and maintain shall comply with all laws, and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.
- ***LANDLORD'S ENTRY ON PREMISES:*** Landlord and its authorized representative shall have the right to enter the premises at all reasonable times and after reasonable notice to Tenant for any of the following purposes:
    - To determine whether the premises are in good condition and whether Tenant is complying with its obligations under this lease; and
    - To serve, post, or keep posted any notices required or allowed under the provisions of this lease.
- ***NOTICE:*** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this lease. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within three (3) days from the time of mailing if mailed as provided in this paragraph.
- ***SURRENDER OF PREMISES; TERMINATION; HOLDING OVER:*** On expiration or termination of the term or in the event of early termination as provided above, Tenant shall surrender to Landlord the premises in good condition (except for ordinary wear and tear).
    - Tenant shall be allowed to remove items specific to its business operation, including but not limited to electric upgrades, and video surveillance equipment. Tenant shall restore the main electric to its pre-lease amperage service. Video surveillance equipment and outdoor lighting with permanent fixture may be purchased by Landlord at that time at Tenant's cost, or as the parties might otherwise agree.
    - Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the premises on expiration or termination, except marijuana or marijuana products *(see sub-note below)*. The alterations or Tenant's personal property that Landlord elects to retain or dispose of shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's costs for storing, removing, and disposing of any alterations or Tenant's personal property.

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- Landlord will contact AMCO immediately in the event any marijuana or marijuana products have been left on the premises by the Tenant after surrender. They can be reached in Anchorage, Alaska by phone at 907-269-0350.

- If Tenant fails to surrender the premises to Landlord on expiration or termination of the term as required by this lease, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the premises.

- ***OPTION TO RENEW LEASE:***
  - At Tenant's option and election, this lease can be renewed for one (1) year, subject to a three and one-half percent (3 ½ %) rent increase. Landlord grants to Tenant the option to renew the premises for one year.
  - **NOTICE**: The election of Tenant to exercise the option to renew the premises must be evidenced by a notice in writing addressed to Landlord, sent by mail or email to Landlord.
- ***MISCELLANEOUS PROVISIONS:***
  - This lease contains the entire understanding of the parties hereto and cancels and supersedes all prior leases, understandings, agreements or undertakings of the parties with respect to the subject matter herein, and may be amended only by a written instrument executed by Landlord and Tenant.
  - Invalidation of any one of these provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
  - This Lease shall be a contract made under, and shall be governed by and construed under, the laws of the State of Alaska. In case of any disagreement or action arising hereunder, the parties agree that jurisdiction shall be in the courts of the State of Alaska and agree venue shall be in Fairbanks.
  - This Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
  - Time if of the essence in this Lease.
  - The individuals signing this Lease represent that they have full authority to enter into this Lease on behalf of the respective parties, and to bind the entities which are parties hereto. No other or further authorizations are needed to make this agreement fully binding upon the parties hereto.
  - Both Landlord and Tenant have had the benefit of the advice of counsel as to the terms and conditions contained herein. In case of any ambiguity, this Lease shall not be construed as against either party.
  - All of the attorney's fees and legal costs incurred by the respective parties in negotiating and

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forming this lease shall be borne by the respective parties. All legal costs and attorney's fees actually incurred by any party to this lease to enforce any obligations of any other party under this lease shall be paid to the prevailing party by the other party and shall bear interest at the late rental interest rate.

- Email or faxed signatures shall have the same effect as an original.
- At either parties' election, a customary Memorandum of Lease may be recorded.

CAUTION: READ BEFORE SIGNING!

LANDLORD: BUSINESS SERVICES OF ALASKA LLC

By: Daniel L. Peters, Managing Member

TENANT: GOODSINSE LLC

By: Daniel L. Peters, Managing Member

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 9th day of May, 2019, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DANIEL L. PETERS**, to me known to be the person individually signing and who executed the within and foregoing Commercial Lease in both his individual capacity and as Managing Member of **BUSINESS SERVICES OF ALASKA LLC**, and he acknowledged to me that he signed said instrument as his free and voluntary act and deed for the uses and purposes therein stated.

WITNESS my hand and official notarial seal on the day, month and year in this certificate first above written.

(SEAL) CHERIE L. BOWMAN NOTARY PUBLIC STATE OF ALASKA

Notary Public in and for Alaska
My Commission Expires: 10-25-19

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STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 9th day of May, 2019, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DANIEL L. PETERS**, to me known to be the person individually signing and who executed the within and foregoing Commercial Lease in both his individual capacity and as Managing Member of **GOODSINSE LLC**, and he acknowledged to me that he signed said instrument as his free and voluntary act and deed for the uses and purposes therein stated.

WITNESS my hand and official notarial seal on the day, month and year in this certificate first above written.

CHERIE L. BOWMAN NOTARY PUBLIC STATE OF ALASKA

(SEAL)

Notary Public in and for Alaska
My Commission Expires: 10-25-19

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(Fairbanks Recording District)

STATUTORY WARRANTY DEED

The Grantors, Carl E. Tompkins and Nancy Lynn Tompkins, of P.O. Box 82907, Fairbanks, AK 99708, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid, conveys and warrants to Business Services of Alaska, LLC of 2750 Park Way, North Pole, AK 99705, Grantee, and to their successors and assigns forever, the following described real estate, situated in the Fairbanks Recording District, Fourth Judicial District, State of Alaska, to-wit:

> The Northeast ¼ and the Southeast ¼ of Block 17 of the SUBDIVISION OF THE E.M. JONES HOMESTEAD, according to the plat filed May 25, 1955 as Instrument No. 156.156; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

SUBJECT, HOWEVER, to any reservations, restrictions and easements of record.

DATED this 1ST day of November 2018.

By: _____
Carl E. Tompkins, Grantor

By: _____
Nancy Lynn Tompkins, Grantor

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 1st day of November 2018, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and

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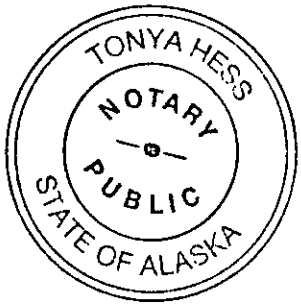
sworn, personally appeared Carl E. Tompkins and Nancy Lynn Tompkins, to me known to be the identical persons mentioned in and who executed the within and forgoing Statutory Warranty Deed, and they acknowledged to me that they signed said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official notarial seal on the day, month and year in this certificate first above written.



Notary Public in and for Alaska
My Commission Expires: 10-17-2021

After Recording, Return To:

Robert B. Groseclose
CSG, Inc.
714 Fourth Avenue, Suite 200
Fairbanks, Alaska 99701

Received via AKRECORDING 2018-017336-0