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LAND LEASE AGREEMENT

THIS LAND LEASE (this "Lease") is made and entered into as of January 9, 2017, by and between Landlord and Tenant, as described in the following basic lease information. Landlord and Tenant hereby agree as follows:

ARTICLE 1--BASIC LEASE INFORMATION

1.1 Defined Terms. In addition to the terms, which are defined elsewhere in this Lease, the following terms shall have the following meaning:

(a) LANDLORD: Thomas M. Clark, Sandy S. Clark and Elizabeth C. Clark (Herein referred to Thomas Clark, et al), owners of Parcel Number 274747 of USMS 859 TLI, commonly referred to as 2941 Goldhill Road.

(b) LANDLORD'S ADDRESS: 2941 "A" Goldhill Road, Fairbanks, Alaska 99709.

(c) TENANT: Robert Mikol of Goldhill Gardens, a cannabis cultivation operation formed pursuant to the laws of the State of Alaska.

(d) TENANT'S ADDRESS: 2941 "C" Goldhill Road, Fairbanks, Alaska 99709

(e) LAND: Approximately 0.25 acres of land which is described and depicted in the site plan attached hereto and incorporated herein by this reference, and which is a part of the parcel of real property owned by Landlord and located at 2941 Goldhill Road, Fairbanks, Alaska 99709 ("Landlord's Property") referred to here as 2941 "C".

(f) PERMITTED USE: The Land may be used for the purpose of constructing an agricultural facility that can and may cultivate commercial cannabis under the laws of the State of Alaska. Tenant agrees to comply with all policies, rules, and regulations of the State of Alaska as they now or may hereinafter exist with respect to the use of the Land.

(g) LEASE AGREEMENT: An agreement to be entered into between Tenant and Landlord to use the Land for the Permitted Use.

(h) TERM: The term of the lease shall be five (5) years with an additional one (1) year automatic extension provided; however, in the event that Tenant ceases using the Property for the permitted use as described in this Agreement the lease shall expire within ninety (90) days of written notice from Land lord to Tenant and, after the expiration of the initial five (5) year term, Landlord may, in its sole discretion, unilaterally terminate this lease by giving Tenant six (6) months' written notice of termination. The lease shall expire within ninety (90) days of written notice from Landlord to Tenant, if Landlord determines that the property is not being used according to the permitted uses by Tenant or Tenant's agents or assigns. Landlord reserves the right to unilaterally terminate this Agreement upon the expiration of the initial five (5) year term, by giving Tenant six (6) months written notice of termination.

(i) COMMENCEMENT DATE: January 1, 2017

(j) ANNUAL RENT: One Dollar ($1) annually payable on or before January 1 of each year.

(k) SECURITY DEPOSIT: None.

1.2 Exhibits. The following exhibits are attached to this Lease and are made part of this Lease:
Exhibit A: Site plan of property.

ARTICLE 2 -AGREEMENT AND USE

2.1 Use. Tenant shall use the Land only for the Permitted Use. Tenant shall not allow the Land to be used for any unlawful purposes. Tenant will not commit waste and will not create any nuisance or interfere with, annoy or disturb any other tenant of Landlord's Property. Tenant shall not erect signs or other improvements on the Land without the approval of Landlord, which approval may be withheld in the sole discretion of Landlord, unless such signs are required by state or federal law, in which case such approval shall not be unreasonably withheld or delayed. Tenant will keep and maintain the Improvements in good condition and repair. Tenant will keep the Land free from all trash, debris, and waste. Landlord will provide Tenant with access to the Land twenty-four (24)

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hours per day, seven (7) days a week, three hundred sixty-five (365) days a year, subject to limitations set forth in Section 2.5 of this agreement. Notwithstanding anything to the contrary contained in this Lease Agreement, if, in the exercise of any rights hereunder, Tenant, its licensee, or agents shall cause damage to the Landlord's Property or any equipment located on Landlord's Property, Tenant shall, within ten (10) days after receipt of a statement from Landlord evidencing the amount of such damage, pay Landlord the costs to repair such damage. The cost of repair shall include a reasonable sum to compensate Landlord for its direct and indirect staff time in obtaining quotes for the repair work and preparing the statement to Tenant.

2.2 Lease Agreement with Goldhill Gardens. Tenant intends to enter into a Lease Agreement with Thomas Clark, et al for the Permitted Use. The Lease Agreement with Goldhill Gardens shall provide the terms and conditions for the use of the Land, and require that Goldhill Gardens comply with all terms of this Lease Agreement.

2.3 Delivery of Possession. Landlord will deliver possession of the Land to Tenant on the Commencement Date, "AS-IS" in its present condition. Tenant acknowledges neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Land for the conduct of Tenant's business or as to the physical condition of the Land, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any improvements to the Land.

2.4 Governmental Approvals. Tenant shall, at its sole cost and expense before the Commencement Date, apply for and obtain all licenses, permits, approvals, required by any local, state or federal governmental authorities for its use of the Land, including without limitation, all applications for zoning variances, zoning ordinances, building code variances, amendments, special use permits, and construction permits and other licenses and approvals necessary for the operation of Tenant's business from the Land (collectively, the "Governmental Approvals"). Landlord shall cooperate with Tenant to obtain all necessary Governmental Approvals, provided; however, Landlord shall not be required to expend any money in such cooperation. Tenant understands and agrees that Tenant's right to use the Land is contingent upon Tenant obtaining and continually maintaining in full force and effect all Governmental Approvals. In the event any Governmental Approvals issued to Tenant are canceled, expire, lapse, or are otherwise withdrawn or terminated by any governmental authority so that Tenant will be unable to use the Land for its intended purposes, this Lease shall automatically terminate.

2.5 Access. Tenant shall be provided access to the Land, across Landlord's Property as more particularly depicted in Exhibit A (the "Access Drive"). Jn accessing the Land, Tenant shall not interfere with Landlord's operations and Tenant shall not in any manner block access to the gate or to any other facilities on Landlord's Property.

ARTICLE 3--RENT AND TAXES

3.1 Rent. Annual Rent shall be in the sum of One Dollar ($1) per year, paid annually on or before January 1 each year, with the first years· rent being paid by Tenant to Landlord concurrently with the signing of this lease. Annual Rent will be paid to Landlord, or to such other person, firm or place as Landlord may, from time to time, designated in writing.

3.2 Utilities. Tenant shall, at its sole cost and expense, arrange for electricity, water, gas, and other utilities necessary for Tenant's operations to be provided to the Land directly from such providers. Tenant shall be billed directly for the use of such services, and shall promptly pay the same when due.

3.3 Taxes. In addition to Rent, Tenant shall pay additional taxes or assessments, if any, which may be levied or charged to Landlord as a result of Tenant's use or occupancy of the Land, including but not limited to, assessments upon or measured by Rent, including without limitation , any gross revenue tax, excise tax, or value added tax levied by the federal government or any other governmental body with respect to the receipt of Rent; and upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Land. Tenant shall promptly pay all

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personal property taxes on Tenant's Improvements and personal property and any other taxes payable by Tenant as due

3.4 Limitation on Liability. Landlord will not be in default under this Lease or be liable to Tenant or any other person, for direct or consequential damages, or otherwise, for any failure to supply any electricity, water, gas, security or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

ARTICLE 4-- INSURANCE

4.1 Tenant's Insurance. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance in the amounts specified below or such other amounts as Landlord may from time to time reasonably request.

(a) bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than $2,000.000. All such insurance will be equivalent to coverage offered by a Commercial General Liability form including, without limitation, personal injury, death of persons or damage to property occurring in, on, or about the Land, and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease;

(b) insurance covering the Improvements, and any other personal property owned by Tenant or any Licensee located on or about the Land, and any leasehold improvements to the Land, in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss."

(c) worker's compensation insurance insuring against and satisfying Tenant's and any Licensee's obligations and liabilities under the worker's compensation laws of the state where the Land is located, including employer's liability insurance in the limits required by the laws of the state where the Land is located;

(d) additional insurance reasonably requested by Landlord.

ARTICLE 5--INDEMNIFICATION, WAIVER, AND RELEASE

5.1 Tenant's Indemnification. From and after execution of this Lease, Tenant assumes all risks of its own operations, and those of its agents, independent contractors, and any licensees. Tenant and its agents, independent contractors, and any licensees, shall indemnify, defend and hold Landlord, its employees, directors, officers and agents harmless from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) which arise out of or relate to: (1) the use or occupancy or manner of use or occupancy of the Land by Tenant or any person claiming under Tenant; (2) any activity, work, or thing done or permitted by Tenant in or about the Land: (3) any breach by Tenant or its employees, agents, contractors or invitees of this Lease; and (4) any injury, loss or damage to the person, property or business of Tenant, its employees, agents, or contractors or any invitees entering upon the Land under the express or implied invitation of Tenant. If any action or proceeding is brought against Landlord or its agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense with counsel reasonably satisfactory to Landlord.

5.2 Waiver and Release. Tenant, as a material part of the consideration to Landlord for this Lease, by this section waives and releases all claims against Landlord, its directors, officers, employees and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease.

ARTICLE 6--END OF TERM

6.1 Surrender. Upon expiration or earlier termination of this Lease Agreement, Tenant shall surrender the Land to Landlord. Within sixty (60) days following the expiration or termination of this Lease,

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Tenant shall remove all of its equipment or trade fixtures constructed or installed pursuant to this Lease. Any permanent structure on the Land not removed shall become property of Landlord.

6.2 Notification. Tenant and Landlord shall both, individually notify the State of Alaska's Marijuana Control Board (MCB) and Alcohol and Marijuana Control Office (AMCO) within 5 business days of the termination of this lease.

6.3 Marijuana. Landlord shall not remove any marijuana from the leased cultivation facility for any reason, either during the term of this lease or at the termination of the lease. If marijuana is present at the termination of lease, Landlord shall notify the Alaska Marijuana Control Board (MCB) and Alcohol and Marijuana Control Office (AMCO) within 5 business days of the termination of this lease.

ARTICLE 7-GENERAL

7.1 Quiet Enjoyment. As long as Tenant performs all covenants and obligations contained in this Lease, Landlord warrants quiet enjoyment of the Land by Tenant; provided that Landlord, its agents or representatives, and any other person authorized by Landlord, may enter upon the Land for the purpose of inspecting the Land. Any entry onto or inspection of the Land shall not constitute eviction of Tenant in whole or in part.

7.2 Condemnation. In the event of a condemnation or other taking by any governmental agency of all or a portion of the Land necessary for Tenant's operation of its business thereon, this Lease will terminate when the condemning authority takes possession of the Land. Any such condemnation award shall be paid to Landlord, except that Tenant will have the right to assert a separate claim for moving expenses, business interruption, and leasehold improvements paid for by Tenant.

7.3 Liens. Tenant will keep the Land free and clear of all liens on account of work done for Tenant or persons claiming under Tenant.

7.4 Assignment and Subletting. Tenant shall not assign or sublet its interest in this Lease or the Land without the prior written approval of Landlord, which approval may be withheld in Landlord's sole and absolute discretion. This Lease shall otherwise inure to the benefit of and be binding upon the successors and assigns of the parties.

7.5 Inspection. Landlord reserves the right to enter, at any time, the Land to inspect the same.

7.6 No Waiver. The waiver by either Landlord or Tenant of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.

7.7 Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors, or City Council, as the case may be, and agree, upon request, to deliver to Landlord a resolution or similar document to that effect.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Executed on June 5th, 2017, at Fairbanks, Alaska

LANDLORD: Thomas M. Clark, Sandra S. Clark, Elizabeth C. Clark, Owners of the property located at 2941 "C" Goldhill Road, Fairbanks, Alaska

Thomas M. Clark _____ Date: June 5 2017

Sandra S. Clark Sandra S. Clark Date: June 5, 2017

Elizabeth C. Clark Elizabeth (Beth) Clark Date: June 5 '17

TENANT: Robert M. Mikol, Owner of Goldhill Gardens

Robert M. Mikol _____ Date: 8 June 2017

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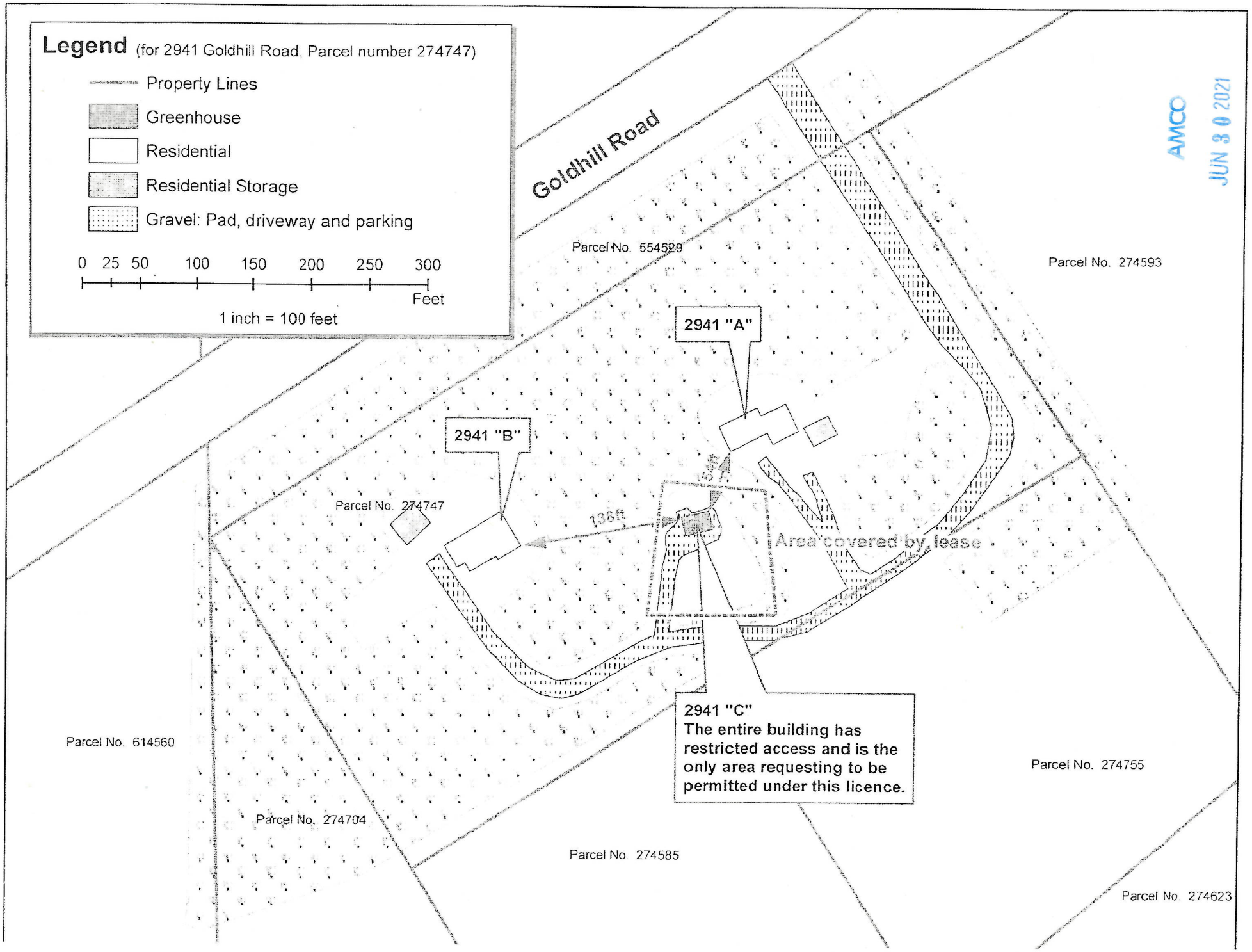

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