



## MEMORANDUM

TO: Marijuana Control Board

DATE: December 8, 2022

FROM: Nathanael Hall, Occupational  
Licensing Examiner-AMCO

RE: #12471 AMG CONCENTRATES renewal

**Requested Action:** Licensee Alaska Wild Coyote, Inc.'s estranged entity official Armando Rolando Gonzalez previously retained 35% ownership. Evangelina De La Asuncion Gonzalez assumed 100% ownership of the corporation effective 8/8/2022. Civil litigation regarding this disputed ownership change remains ongoing. Mr. Gonzalez declined to cooperate with the licensee's renewal application process: complete MJ-20 form, residency verification, fingerprint submission and fingerprint fee payment. Given January 19, 2022 board precedent to deem applications complete regardless of pending civil litigation, AMCO is requesting the board deem the renewal application complete in order to consider the eight NOVs.


For context, please note 2021-2022 renewal applications and transfer applications for #12471 were brought back before the board at the past April 13-14, 2022 meetings and again at the June 29-30, 2022 meetings to be reconsidered regarding ongoing tax delinquency and related NOVs for related license #12125. Eight notice of violations (NOV) for tax delinquency were issued for related license #12125 between July 1, 2021 and June 30, 2022. No NOVs, tax related or otherwise, were issued for license #12471 between July 1, 2021 and June 30, 2022.

**Statutory  
and**

3 AAC 306.035(a) "Any marijuana establishment with a license in active and operating status on or before June 30 of the current year must submit the completed renewal application, along with the license renewal fee, to the director not later than June 30 of each year. If June 30 falls on a Saturday or Sunday, the deadline is extended to 4:30 p.m. on the first business day following June 30. If mailed, the complete renewal application and fee must be postmarked by the deadline."

**Regulatory  
Authority:**

3 AAC 306.035(g) "(g) If a marijuana establishment required to submit a renewal application under (a) of this section fails to deliver a complete license renewal application or fails to pay the required renewal fee and the late renewal application fee on or before August 31 of each year, that marijuana establishment license expires at 12:00 midnight on August 31 of that year. A holder of an expired license shall immediately surrender the license to the board."



Attachment: Response statements regarding NOV's  
and ownership dispute, MJ-20s, NOV's,  
Entity documents, POPPP, Online  
application

To whom it may concern,

My name is Evanjelina Gonzalez, I am the sole owner of Alaska Wild Coyote, Inc. under which there are two licenses Alaska Marijuana Gardens (#12125) and AMG Concentrates (#12471). Per the current AMCO records, license #12125 and #12471 state that Mr. Armando Rolando Gonzalez (no relation) has 35% ownership. On February 25, 2021 Mr. Armando left Alaska Wild Coyote, Inc. Per his own correspondence he wishes to no longer be involved with AMG Concentrates or Alaska Marijuana Gardens. He has since then taken legal action against myself, the business and landlord. Mr. Armando has not been cooperative in signing any documentation or responding to invitations to attend any of the scheduled meetings. In September 2022, due to his lack of involvement in the business Mr. Armando was voted out of Alaska Wild Coyote, Inc. At that point, I (Evanjelina Gonzalez) became the sole owner of the business and 65% owner of the AMCO licenses.

This is my request to the AMCO Board to remove Mr. Armando Rolando Gonzalez from the licenses. His lack of participation and actions have damaged the business and is a liability to the compliance of the AMCO regulations. At this point, I have no knowledge of his physical address or legal resident status. I have not had communication with Mr. Armando since February 25, 2021. Proper documentation has been sent to him to notify meetings and request signatures with no answer.

AMCO received 11/11/2022

**Davies, Jason M (CED)**

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**From:** gonzalezmondo80@yahoo.com  
**Sent:** Tuesday, May 10, 2022 5:09 PM  
**To:** evanjelina.gonzalez@gmail.com; silvia@gci.net; jana@jdw Counsel.com; Davies, Jason M (CED)  
**Subject:** Re: NOV Delinquency in Tax 12125

**Categories:**

AMCO Enforcement:

I, Armando Rolando Gonzalez, am 35% shareholder in Alaska Wild Coyote, Inc. I would like to make the AMCO Board and AMCO Enforcement aware of the fact that I have had absolutely no knowledge of any business that has transpired for Alaska Marijuana Gardens (AMG), License #12125, since February 25, 2021. Evangelina Gonzalez (no relation) and Abraham Gallo have conspired together to remove me, and completely lock me out of the entire premise at 838 Bonanza Avenue, Anchorage, Alaska 99518. I made numerous attempts to gain entry, however the locks were changed, a security guard was hired by Abraham Gallo to ensure I was not allowed to enter the premise, I requested assistance from APD on several occasions, but APD will no longer respond as they stated it is a civil matter. There is currently a lawsuit in the courts involving this business, as well as AMG Concentrates, #12471. I have had no access to the proceeds from the business, nor am I aware of any taxes that are due or have been owed at any point since 2/25/21.

I do not wish to have my name or reputation ruined due to the business practices or another person when I have absolutely no control over the situation. The Board approved the renewal and transfer of both licenses against my protests at a recent meeting. This situation is having a very detrimental effect on my life.

Thank you,  
Armando Rolando Gonzalez

On Wednesday, April 27, 2022, 11:01:06 AM AKDT, Davies, Jason M (CED) <jason.davies@alaska.gov> wrote:

Hello-



Alaska Marijuana Control Board

**Form MJ-20: 2022-2023 Renewal Application Certifications**

**Why is this form needed?**

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

**This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.**

**Section 1 – Establishment Information**

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Alaska Wild Coyote, Inc.	License Number:	12471		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	AMG Concentrates				
Premises Address:	838 Bonanza Avenue				
City:	Anchorage	State:	AK	ZIP:	99518-1707

**Section 2 – Individual Information**

Enter information for the individual licensee who is completing this form.

Name:	Evanjelina Gonzalez
Title:	President, Director, Treasurer, Shareholder



**Section 3 – Violations & Charges**

**Read each line below, and then sign your initials in the box to the right of any applicable statements:**

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

EG

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

EG

I certify that a notice of violation has **not** been issued for this license between July 1, 2021 and June 30, 2022.

EG

**Sign your initials to the following statement only if you are unable to certify one or more of the above statements:**

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).





# Form MJ-20: 2022-2023 Renewal Application Certifications

## Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

EG

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

EG

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

EG

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

EG

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

EG

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

EG

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

EG

If multiple licenses are held, list all license numbers below:

12125 Alaska Marijuana Gardens (AMG)

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

EG

Evanjelina Gonzalez

Printed name of licensee

Signature of licensee





Alaska Marijuana Control Board

**Form MJ-20: 2022-2023 Renewal Application Certifications**

**Why is this form needed?**

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

**This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.**

**Section 1 – Establishment Information**

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Alaska Wild Coyote, Inc.	License Number:	12471		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	AMG Concentrates				
Premises Address:	838 Bonanza Avenue				
City:	Anchorage	State:	AK	ZIP:	99518-1707

**Section 2 – Individual Information**

Enter information for the individual licensee who is completing this form.

Name:	Armando Gonzalez	
Title:	Director, Shareholder	



**Section 3 – Violations & Charges**

**Read each line below, and then sign your initials in the box to the right of any applicable statements:**

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued for this license between July 1, 2021 and June 30, 2022.

**Sign your initials to the following statement only if you are unable to certify one or more of the above statements:**

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).





# Form MJ-20: 2022-2023 Renewal Application Certifications

## Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development’s laws and requirements pertaining to employees.

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

If multiple licenses are held, list all license numbers below:

12125 Alaska Marijuana Gardens (AMG)

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Armando Gonzalez

Printed name of licensee

Signature of licensee







# Public Notice

## Application for Marijuana Establishment License

**License Number:** 12471

**License Status:** Active-Operating

**License Type:** Marijuana Concentrate Manufacturing Facility

**Doing Business As:** AMG CONCENTRATES

**Business License Number:** 1050919

**Email Address:** evanjelina.gonzalez@gmail.com

**Latitude, Longitude:** 61.217381, -149.863129

**Physical Address:** 838 Bonanza Avenue  
Anchorage, AK 99518-1707  
UNITED STATES

### Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10049755

**Alaska Entity Name:** Alaska Wild Coyote, Inc.

**Phone Number:** 907-297-9098

**Email Address:** evanjelina.gonzalez@gmail.com

**Mailing Address:** P.O.Box 242023  
Anchorage, AK 99524-2043  
UNITED STATES

### Entity Official #1

**Type:** Individual

**Name:** Evanjelina De La Asuncion Gonzalez

**Phone Number:** 907-787-9178

**Email Address:** evanjelina.gonzalez@gmail.com

**Mailing Address:** PO Box 242023  
Anchorage, AK 99524-2043  
UNITED STATES

### Entity Official #2

**Type:** Individual

**Name:** Armando Gonzalez

**Phone Number:** 907-223-6802

**Email Address:** gonzalezmondo80@yahoo.com

**Mailing Address:** PO Box 242023  
Anchorage, AK 99524-2043  
UNITED STATES

*Note: No affiliates entered for this license.*

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and application information will be posted on AMCO's website at

<https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

**POSTING DATE** \_\_\_\_\_

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	Alaska Wild Coyote, Inc.

**Entity Type:** Business Corporation

**Entity #:** 10049755

**Status:** Good Standing

**AK Formed Date:** 1/23/2017

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2023

**Entity Mailing Address:** PO BOX 242023, ANCHORAGE, AK 99524

**Entity Physical Address:** 610 C STREET., SUITE B-1, ANCHORAGE, AK 99501

### Registered Agent

**Agent Name:** EVANJELINA GONZALEZ

**Registered Mailing Address:** 838 BONANZA AVE, ANCHORAGE, AK 99518

**Registered Physical Address:** 8820 SOLAR DR, ANCHORAGE, AK 99507



### Officials

AK Entity #	Name	Titles	Owned	Show Former
	Armando Rolando Gonzalez	Director, Shareholder, Secretary	35.00	
	Evanjelina De La Asuncion Gonzalez	President, Shareholder, Director, Treasurer	65.00	

# Filed Documents

Date Filed	Type	Filing	Certificate
1/23/2017	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
1/29/2017	Initial Report	<a href="#">Click to View</a>	
6/11/2018	Agent Change	<a href="#">Click to View</a>	
12/11/2018	Biennial Report	<a href="#">Click to View</a>	
10/23/2020	Biennial Report	<a href="#">Click to View</a>	
3/15/2021	Agent Resignation	<a href="#">Click to View</a>	
3/15/2021	Agent Change	<a href="#">Click to View</a>	
5/02/2022	Change of Officials	<a href="#">Click to View</a>	

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**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**AMG CONCENTRATES**

PO BOX 242023, ANCHORAGE, AK 99952

owned by

ALASKA WILD COYOTE, INC.

is licensed by the department to conduct business for the period

December 9, 2020 to December 31, 2022

for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting; 31 - Manufacturing



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Anderson  
Commissioner

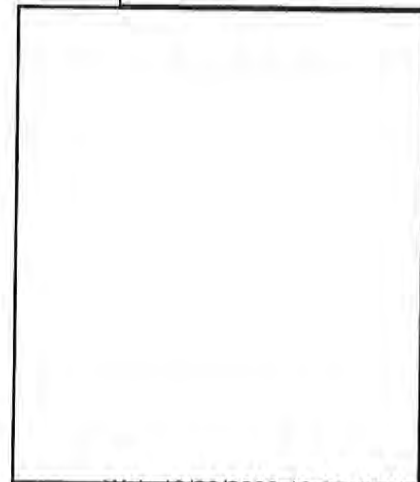




THE STATE  
of **ALASKA**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806  
(907) 465-2550 • Email: corporations@alaska.gov  
Website: corporations.alaska.gov

Date Filed: 10/23/2020  
State of Alaska, DCCED



Web-10/23/2020 12:38:47 PM

**Domestic Business Corporation**

**2021 Biennial Report**  
For the period ending December 31, 2020

**Due Date:** This report along with its fees are due by January 2, 2021

**Fees:** If postmarked before February 2, 2021, the fee is \$100.00.

If postmarked on or after February 2, 2021 then this report is delinquent and the fee is \$137.50.

**Entity Name:** Alaska Wild Coyote, Inc.

**Entity Number:** 10049755

**Home Country:** UNITED STATES

**Home State/Prov.:** ALASKA

**Physical Address:** 610 C STREET., SUITE B-1,  
ANCHORAGE, AK 99501

**Mailing Address:** PO BOX 242023, ANCHORAGE, AK 99524

**Registered Agent** information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

**Name:** Carmen S. Villamides

**Physical Address:** 11741 GANDER ST, ANCHORAGE, AK  
99516

**Mailing Address:** BOX 242023, ANCHORAGE, AK 99524

**Officials:** The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Officers (3) and Directors (1), who must be individuals:** this entity must have a President, Secretary, and Treasurer. The President and Secretary cannot be the same person unless the President is 100% Shareholder. This entity must have at least one (1) Director. Provide all the individuals who are directors.
- **Shareholders:** the entity must provide all Shareholders who own 5% or more of the Issued Shares. Shareholders may be an individual or another entity.
- **Alien Affiliates:** the entity must provide all Alien Affiliates (non-U.S.), which may be an individual or another entity.

Full Legal Name	Complete Mailing Address	% Owned	Alien Affiliate	Assistant Secretary	Assistant Treasurer	Director	President	Secretary	Shareholder	Treasurer	Vice President
Evanjelina De La Asuncion Gonzalez	PO BOX242023, ANCHORAGE, AK 99524	36.00					X		X		
Armando Rolando Gonzalez	PO BOX242023, ANCHORAGE, AK 99524	35.00				X			X		
Carmen S. Villamides	PO BOX242023, ANCHORAGE, AK 99524	29.00						X	X	X	

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

**Purpose:** Any lawful purpose.

**NAICS Code:** 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

**New NAICS Code (optional):**



**Issued Shares:** The entity must provide the number of Issued Shares

- Do not leave Issued Shares blank.
- If there are Shareholders then you must provide a number of Issued Shares. Do not exceed the number of Authorized Shares.
- If there are no Issued Shares (and no Shareholders) then provide "0" or "zero" or "none".
- To change Class, Series, Authorized Shares, or Par Value submit an amendment.

Class	Series	Authorized Shares	Par Value	Number of Issued Shares
Common		10000	1.00000	100

*Mandatory. Do not leave blank.*

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

**Name:** CarmenVillamides







THE STATE  
of **ALASKA**  
Department of Commerce, Community and Economic Development  
Division of Corporations, Business and Professional Licensing

COR

**RECEIVED**  
MAY 02 2022  
CBPL  
JUNEAU  
✓25.00 AKB

**Corporations Section**  
State Office Building, 333 Willoughby Avenue, 9<sup>th</sup> Floor  
PO Box 110806, Juneau, AK 99811-0806  
Phone: (907) 465-2550 • Fax: (907) 465-2974  
Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov)

### Notice of Change of Officials

#### Domestic Business Corporation (AS 10.06)

- This Notice of Change of Officials form is only for Domestic Business Corporations and is used to report changes between biennial reporting periods in: officers, directors, alien affiliates, and shareholders.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to [www.Corporations.Alaska.Gov](http://www.Corporations.Alaska.Gov) and select, *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

**1. Important:** AS 10.06.813

Each Domestic Business Corporation is required to notify this office when there is a change of officials.  
— AS 10.06.813

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.  
— AS 10.06.633(5)(7)

The Domestic Business Corporation is to keep and make available the records of the official(s) changes.  
— AS 10.06.430

**2. Fee:**       \$25 Nonrefundable Filing Fee      (CORF)      3 AAC 16.030(b)

Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

**3. Entity Information:** AS 10.06.813

Entity Name:      Alaska Wild Coyote, Inc.

Alaska Entity Number:      10049755

RECEIVED  
JUN 28 2022  
ALASKA WILDCOYOTE CONTROL OFFICE



MAY 02 2022

**4. REMOVE from Record:** AS 10.06.813(b) and AS 10.06.950

The following officials (officers, directors, shareholders, and alien affiliates) will be completely removed from the record as a result of this filing. If necessary, use the following SUPPLEMENT page.

Name: Carmen S. Villamides Name: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

If an official is not being removed from record, then list them in Item #5 below (with their current information).

**5. ALL Current Officials:** AS 10.06.813(b) and AS 10.06.950

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing. Domestic Business Corporations must have a President, Secretary, Treasurer, and at least one Director. The President and the Secretary cannot be the same person unless the President is 100% shareholder. The entity must also provide all shareholders who own 5% or more of the issued shares, and all alien affiliates.  
— AS 10.06.453 and 10.06.483


List ALL officials and their current information to be on record.  
**BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% Owned	Shareholder	PRESIDENT	Vice-President	SECRETARY	TREASURER	DIRECTOR	Assistant Secretary	Assistant Treasurer	Alien Affiliate
Armando Rolando Gonzalez	PO Box 242023, Anchorage, AK 99524	35	*			*		*			
Evanjelina De La Asuncion Gonzalez	PO Box 242023, Anchorage, AK 99524	<b>65</b>	*	*			*			*	

→ If necessary, use the following SUPPLEMENT page.

**6. Required Signature:** AS 10.06.813(b) and AS 10.06.825

The Notice of Change of Officials must be signed by the President or Vice-President of the corporation. Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature:  Date: 4.19.21

Printed Name: Evanjelina De La Asuncion Gonzalez

Title of Authorized Signer:  President — or —  Vice-President





MAY 02 2022

Notice of Change of Officials SUPPLEMENT

If used, this supplement must be returned with Form 08-408

CBPL  
JUNEAU

Entity Name: Alaska Wild Coyote, Inc.

Alaska Entity Number: 10049755

4. REMOVE from Record (continued from Page 2):

AS 10.06.813(b)

The following officials (officers, directors, shareholders, and alien affiliates) will be completely removed from the record as a result of this filing. If necessary, use the following SUPPLEMENT page.

Name: Name:  
Name: Name:

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials (continued from Page 2):

AS 10.06.813(b) and  
AS 10.06.950

The following is a list, continued from Page 2, of ALL remaining and new officials who will be on record as a result of this filing. Make additional copies as necessary to list ALL new officials.

List ALL officials and their current information to be on record.

BOLD fields are required.

FULL LEGAL NAME

COMPLETE MAILING ADDRESS

% Owned  
Shareholder  
PRESIDENT  
Vice-President  
SECRETARY  
TREASURER  
DIRECTOR  
Assistant Secretary  
Assistant Treasurer  
Alien Affiliate



If necessary to complete Items #4 and #5, make copies of this SUPPLEMENT page.

State of Alaska  
Department of Commerce, Community, and Economic Development  
Corporations, Business, and Professional Licensing

## Certificate of Incorporation

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**Alaska Wild Coyote, Inc.**



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective January 23, 2017.

Chris Hladick  
Commissioner







THE STATE  
of **ALASKA**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806  
(907) 465-2550 - Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

AK Entity #: 10049755  
Date Filed: 01/23/2017  
State of Alaska, DCCED

FOR DIVISION USE ONLY

**Articles of Incorporation**  
Domestic Business Corporation

Web-1/23/2017 10:03:59 AM

**1 - Entity Name**

Legal Name: Alaska Wild Coyote, Inc.

**2 - Purpose**

Any lawful purpose.

**3 - NAICS Code**

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

**4 - Registered Agent**

Name: Carmen S. Villamides

Mailing Address: PO Box 242023, Anchorage, AK 99524

Physical Address: 610 C Street., Suite B-1, Anchorage, AK 99501

**5 - Entity Addresses**

Mailing Address: PO Box 242023, Anchorage, AK 99524

Physical Address: 610 C Street., Suite B-1, Anchorage, AK 99501

**6 - Shares**



Complete the below stock information on record with the Department. You may not change your authorized shares with this form. An amendment is required. Fill in number of shares issued.

Class	Series	Authorized	Par Value	Amount Issued
Common		10000	\$1.00	

### 7 - Officials

Name	Address	% Owned	Titles
Carmen S. Villamides			Incorporator

### Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Incorporator(s) listed above to act on behalf of this entity.

Name: Carmen S. Villamides





**BYLAWS**

**OF**

**ALASKA WILD COYOTE, INC.**

\* \* \* \*

**An Alaska Business Corporation  
Incorporated Under the  
Alaska Corporations Code (AS 10.06)  
On January 23, 2017**

Attorneys:  
Thomas P. Amodio, Esq.  
REEVES AMODIO, L.L.C.  
500 L Street, Suite 300  
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# BYLAW AMENDMENTS

**Article/  
Section**

**Effect of Amendment**

**Date of Amendment**



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## ARTICLE I. CORPORATE OFFICES

**Section 1. Principal Place of Business.** The principal place of business of the corporation in the State of Alaska shall be located at 610 C Street, Suite B-1, Anchorage, Alaska 99501, or at such other place as may be designated from time to time by the Board of Directors. The corporation may have such other offices, within or outside of the State of Alaska, as the Board of Directors may designate or as the business of the corporation may require from time to time.

**Section 2. Registered Office.** The registered office of the corporation required by the Alaska Corporations Code to be maintained in the State of Alaska may be, but need not be, identical with the principal place of business of the corporation in the State of Alaska. The address and location of the registered office may be changed from time to time by the Board of Directors in the manner prescribed by law.

## ARTICLE II. SHAREHOLDERS AND SHAREHOLDER MEETINGS

**Section 1. Annual Meeting.** The annual meeting of the shareholders shall be held within ninety (90) days of the close of the corporation's fiscal year on a date determined by the Board of Directors, or on such other date as the Board of Directors may determine from time to time, at a time designated by the Board of Directors, for the purpose of electing Directors, to consider reports of the affairs of the corporation, and for the transaction of such other business as may properly come before the meeting.

**Section 2. Special Meetings.** Special meetings of the shareholders may be called by the President or the Board of Directors and shall be called by the President at the request of the holders of not less than one-tenth of all the shares of the corporation entitled to vote at such meeting. Such request shall state the purpose or purposes of the meeting to be called.

**Section 3. Location of Meeting.** All meetings of the shareholders, whether annual or special, and however called, and by whomever called, shall be held at such location, whether within or without the State of Alaska, as the Board of Directors from time to time shall designate.

**Section 4. Notice of Meeting.** Written or printed notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than twenty (20) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, Secretary, the officer, or other persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited, with postage prepaid, in the United States mail, addressed to such shareholder's address as it appears on the stock transfer books of the corporation, or, if the shareholder has filed with the Secretary of the corporation a written request that notice be mailed to a different address, addressed to the shareholder at the new address. Notice of any regular or special meeting may be waived, if in writing and signed by the person entitled to notice, whether before or after the time stated for notice, or before or after the meeting. Such a waiver is the equivalent of the giving of notice.





**Section 5. Closing of Stock Transfer Books and Fixing of Record Date.** For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may provide that the stock transfer books shall be closed for a stated period not exceeding seventy (70) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least twenty (20) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty (60) days and, in case of a meeting of shareholders, not less than twenty (20) days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or for the determination of shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment of such meeting of shareholders.

**Section 6. Voting Lists.** The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least twenty (20) days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each shareholder. For a period of twenty (20) days prior to such meeting, this list shall be kept on file at the registered office of the corporation, and shall be subject to inspection by any shareholder, or agent or attorney of a shareholder, at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during such meeting.

**Section 7. Quorum.** A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If a quorum initially shall not be present nor represented at any meeting of the shareholders, those shareholders present in person or represented by proxy and entitled to vote, shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such reconvened meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, provided however, that any action taken other than adjournment must be approved by at least a majority of shares required to constitute a quorum, unless approval by a greater number of shares is required by the Articles of Incorporation or law.

**Section 8. Proxies.** At all meetings of shareholders, a shareholder may vote by a proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy





shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, except as otherwise provided by law.

**Section 9. Voting of Shares.** Unless otherwise provided in the Articles of Incorporation, and except as provided in Section 12 of this Article II, each share of the corporation entitled to vote shall be entitled to one vote, in person or by proxy, upon each outstanding matter submitted to a vote at a meeting of shareholders. If a quorum is present at a meeting of shareholders, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater number is required by law or the Articles of Incorporation.

**Section 10. Voting of Shares Standing in the Name of Another Corporation.** Except as otherwise provided by law, shares standing in the name of another corporation may be voted by such officer, agent, or proxy as the bylaws of such corporation may prescribe or, in the absence of such a provision, as the board of directors of such other corporation may determine.

**Section 11. Informal Action by Shareholders.** Unless otherwise provided by the Articles of Incorporation, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, identical in content, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. A shareholder giving a written consent, or the shareholder's proxy holder, or a custodian of a shareholder, may only revoke the consent by a writing received by the corporation before the time that written consents of the shares required to authorize the proposed action have been filed with the Secretary of the corporation. The revocation is effective upon receipt by the Secretary of the corporation.

**Section 12. Cumulative Voting.** At each election of Directors, every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by the shareholder for as many persons as there are Directors to be elected and for whose election such shareholder has a right to vote, or to cumulate votes by giving one candidate as many votes as the number of Directors multiplied by the number of shares of the shareholder, or by distributing such votes on the same principle among any number of candidates.

**Section 13. Conduct of Meetings of Shareholders and Rules of Election.** All meetings of shareholders, whether annual or special, and however called, and by whomever called, shall be conducted by and under the authority and direction of the Board of Directors. The Board of Directors shall have the power to adopt and establish rules for the conduct of meetings, election of Directors, and for the solicitation, filing, and examination of proxies, to govern at the annual meeting and special meetings of shareholders. The Board of Directors may also provide for the appointment of one or more Inspectors of Election to carry out such duties as are prescribed from time to time in the rules of election or as otherwise by the Board of Directors.





## ARTICLE III. BOARD OF DIRECTORS

**Section 1. General Powers.** The business and affairs of the corporation shall be managed under the direction of its Board of Directors.

**Section 2. Number, Tenure and Qualifications.** The Board of Directors shall be comprised of no less than one (1) Director and no more than five (5) Directors, with the exact number to be determined from time to time by resolution or unanimous written consent of the Board of Directors, subject to such limitations and conditions as may be imposed by law, these Bylaws, or the Articles of Incorporation, including, but not limited to, the requirement that any increase in the number of Directors shall be approved by the vote of at least a majority of the entire Board. The term of each Director shall begin immediately after his/her election, and such Director shall hold office until his/her successor shall have been elected and shall have been qualified to serve as Director.

**Section 3. Vacancies.** Any Director may resign at any time by giving written notice to the Board of Directors, the President, or to the Secretary of the corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Except for a vacancy created by the removal of a Director, any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum. Any vacancy occurring in the Board by reason of removal of a Director may be filled only by approval of the shareholders by an affirmative vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present or by the written consent of shareholders. The shareholders may elect a Director to fill any vacancy not filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

### **Section 4. Meetings of the Board of Directors.**

(a) **Regular Meetings.** A regular meeting of the Board of Directors shall be held without other notice than this Bylaw, immediately after, and at the same location as, the annual meeting of shareholders. The Board of Directors may provide, by resolution or motion, the time and location for the holding of additional regular meetings without other notice than such resolution or motion, or provide for the holding of additional regular meetings upon notice given at least ten (10) days previously thereto by written notice delivered personally or mailed by certified mail to each Director at such Director's business address, home address, or by telegram or facsimile. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice shall be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice shall be given by facsimile, such notice shall be deemed to be delivered when sent.

(b) **Special Meetings.** Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed by certified mail to each Director at such Director's business address, home address, or by telegram or facsimile. If mailed, such notice shall be deemed to be delivered when deposited in the United





States mail, so addressed, with postage thereon prepaid. If notice shall be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice shall be given by facsimile, such notice shall be deemed to be delivered when sent. Notice of any special meeting need not specify the business to be transacted and the purpose of the meeting and the person(s) at whose request the meeting is being called.

(c) **Emergency Meetings.** Notice of any emergency meeting shall be given at least 24 hours previously thereto by telephone, personal messenger or by comparable person-to-person communications or electronic means. Notice of any emergency meeting shall specify the business to be transacted and the purpose of the meeting, as well as the reason as to why the transaction of such business cannot await the calling of a regular or special meeting, and the person(s) at whose request the meeting is being called.

(d) **Waiver.** Any Director may waive notice of any meeting. Notice of a meeting need not be given to a Director who signs a waiver of notice, whether before or after a meeting, or who attends the meeting without protesting before the meeting or at its commencement the lack of notice.

(e) **Authority to Call Meetings.** A regular, special or emergency meeting of the Board of Directors may be called by the President, a Vice-President, the Secretary, or a Director.

(f) **Location.** A regular, special or emergency meeting of the Board of Directors may be held at any location inside or outside Alaska.

**Section 5. Telephonic Participation at Meetings.** The Board of Directors may conduct a meeting by communicating simultaneously with each other through means of conference telephone or similar communications equipment.

**Section 6. Quorum.** A majority of the number of Directors as fixed by these Bylaws, shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

**Section 7. Manner of Acting.** The act of the majority of the Directors present at a meeting at which a quorum exists shall be the act of the Board of Directors, unless the act of a greater number is required by law or the Articles of Incorporation.

**Section 8. Compensation.** By resolution, motion, or unanimous written consent of the Board of Directors, each Director may be paid any one or more of the following: (a) such Director's expenses, if any, of attendance at meetings or in relation to other corporate activities; (b) a fixed sum for attendance at each meeting; (c) other fees and expenses in relation to or for services or other activities performed or carried out on behalf of or for the corporation; (d) a stated salary as Director; or (e) other fees, expenses, payments, or amounts the Board deems necessary. No such





payment shall preclude any Director from serving the corporation in any other capacity and receiving compensation or other payment therefor.

**Section 9. Presumption of Assent.** A Director of the corporation who is present at a meeting of the Board of Directors at which any action is taken shall be presumed to have assented to the action taken unless such Director's dissent or abstention shall be entered in the minutes of the meeting or unless the Director files a written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent or abstention by certified mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent or abstention shall not apply to a Director who voted in favor of such action.

**Section 10. Action Without a Meeting.** Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting on written consents, identical in content, setting out the action taken and signed by all of the Directors. The written consents shall be filed with the minutes. The consents have the same effect as a unanimous vote.

**Section 11. Removal.** Provided that proper notice has been given as required by law, any Director may be removed from office without assigning any cause, by the vote of the shareholders holding a majority of the shares which are entitled to vote at an election of Directors, but unless the entire Board is removed, no individual Director shall be removed if the votes cast against removal would be sufficient to elect a Director if voted cumulatively at an election at which the same total number of votes were cast.

**Section 12. Rules of Order and Procedure.** The Board of Directors shall have the power to establish rules of order and procedure to govern meetings.

#### ARTICLE IV. OFFICERS

**Section 1. General.** The officers of the corporation shall be a President, one or more Vice-Presidents as determined necessary by the Board of Directors, a Secretary, and a Treasurer, each of whom shall be appointed by the Board of Directors. The Board of Directors may designate by appointment such other officers or assistant officers as it may consider necessary, which officers or assistant officers shall be chosen in such manner and have such authority and duties as from time to time may be determined by the Board of Directors. Any two or more offices may be held by the same person, except that no person may simultaneously hold the offices of President and Secretary, unless all of the issued and outstanding shares of the corporation shall only be held by one person.

**Section 2. Appointment and Term of Office.** All officers of the corporation shall hold office at the pleasure of the Board of Directors. The officers of the corporation shall be appointed by the Board of Directors annually at the first meeting of the Board held after each annual meeting of the shareholders. If the appointment of officers shall not be held at such meeting, such appointment shall be made as soon thereafter as conveniently may be. Each officer shall hold office until the first of the following to occur: until such officer's successor shall have been duly





appointed; or until such officer's death; or until such officer shall resign; or until such officer shall have been removed in the manner hereinafter provided. Appointment of an officer shall not in itself create contract rights.

**Section 3. Removal.** Any officer or assistant officer may be removed, with or without cause, by the Board of Directors whenever in its judgment, the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**Section 4. Vacancies.** A vacancy in any office, however occurring, may be filled by the Board of Directors for the unexpired portion of the term.

**Section 5. President.** The President shall, subject to the direction and supervision of the Board of Directors, be the chief executive officer of the corporation and shall have general and active control of the corporation's affairs and business, and general supervision of the corporation's officers, agents and employees. The President shall preside at all meetings of the shareholders and of the Board of Directors. The President shall assist in the implementation of the policies of the Board of Directors in the operation of the corporation, and shall insure that management conducts itself in accordance with the policies established by the Board of Directors in order to efficiently carry out the directives and policies set by the Board. In addition, the President shall report regularly to the Board of Directors on matters concerning the corporation's operations. The President may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, deeds of trust, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law or these Bylaws to be otherwise signed or executed. The President shall further perform all duties incident to the office of President, unless otherwise provided in these Bylaws, or such other duties as may be prescribed from time to time by the Board of Directors.

**Section 6. Vice-Presidents.** The Vice-President(s) shall assist the President and shall perform such duties as may be assigned to the Vice-President(s) by the President, or by the Board of Directors. In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President designated by the Board of Directors, or (if there be no such designation) designated in writing by the President, shall have the powers and perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. If no such designation shall be made, the Vice President first elected to office may exercise such powers and perform such duties.

**Section 7. Secretary.** The Secretary shall: (a) keep accurate minutes of the proceedings of the shareholders, and the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records, documents, papers, and of the seal of the corporation, and affix the seal to all documents when authorized by the Board of Directors; (d) keep at the corporation's registered





office or principal place of business a record containing the names and addresses of all shareholders and the number of shares held by each, unless a record shall be kept at the office of the corporation's stock transfer agent or registrar; (e) sign with the President, or a Vice-President, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation, unless the corporation has a stock transfer agent; and (g) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors. Assistant Secretaries, if any, shall have the same duties and powers, and such other duties, if any, as may be prescribed by the Board of Directors, subject to supervision by the Secretary.

**Section 8. Treasurer.** The Treasurer shall be the principal financial officer of the corporation and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the corporation, and shall deposit the same in accordance with the instructions of the Board of Directors. The Treasurer shall receive and give receipts for monies paid in or on account of the corporation, and shall pay out of the funds on hand, all bills, payrolls and other just debts of the corporation of whatever nature upon maturity. The Treasurer shall perform all other duties incident to the office of the Treasurer and upon request of the Board of Directors, shall make such reports to the Board as may be required at any time. The Treasurer shall, if required by the Board of Directors, give the corporation a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of the Treasurer's duties and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to the corporation. The Treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board of Directors or the President. The assistant treasurers, if any, shall have the same powers and duties, and such other duties, if any, as may be prescribed by the Board of Directors, subject to the supervision of the Treasurer. The Treasurer shall also be the principal accounting officer of the corporation. Subject to the discretion of the Board of Directors, the Treasurer shall prescribe and maintain the methods and systems of accounting to be followed, keep state, and federal tax returns, prescribe and maintain an adequate system of internal audit, and prepare and furnish to the President and the Board of Directors statements of account showing the financial position of the corporation and the results of the corporation's operations.

**Section 9. Salaries.** The salaries or other compensation of the officers of the corporation shall be fixed from time to time by the Board of Directors. No officer shall be prevented from receiving such salary by reason of the fact that such officer is also a Director of the corporation.

## ARTICLE V. COMMITTEES

**Section 1. General.** To the extent not prohibited by law, the Board of Directors may by resolution, upon a majority vote of all the Directors, establish and determine the membership and define the powers of such standing and special purpose committees as it deems necessary to be of assistance in carrying out the responsibilities of the corporation. Each such





committee shall have at least two (2) members. Each committee may adopt procedures for the conduct of business by it which shall provide that such business will be conducted in a similar manner to that provided in these Bylaws. Each committee shall keep a record of its proceedings and actions and shall present a report of said actions for review at the succeeding regular meeting of the Board. At any time the Board may, by resolution upon majority vote of all the Directors, change the rules, powers and membership of committees or dispose of them completely. Except as otherwise expressly provided, the President shall be ex-officio non-voting members of all committees. Special purpose committees may be designated for specified purposes and shall consist of at least one (1) Director and such other shareholders and individuals as deemed appropriate or necessary to accomplish the task assigned; provided however, that any special purpose or other committee which is not comprised solely of Directors shall not be delegated by the Board any power customarily exercised only by the Board of Directors. Unless otherwise expressly provided by resolution of the Board of Directors, no committee established by the Board shall be authorized to exercise any power or authority of the Board of Directors.

## ARTICLE VI. CONTRACTS, LOANS, CHECKS, DEPOSITS AND OTHER TRANSACTIONS

**Section 1. Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

**Section 2. Loans.** No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

**Section 3. Checks, Drafts, etc.** All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution or unanimous written consent of the Board of Directors.

**Section 4. Deposits.** All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

**Section 5. Bonds.** At the discretion of the Board of Directors, a bond may be required for any officer, employee, or agent of the corporation.

## ARTICLE VII. STOCK OF THE CORPORATION

**Section 1. Certificates for Shares.** Unless otherwise provided by the Articles of Incorporation, the Board of Directors may provide that shares of the corporation shall not be





represented by certificates, provided however, that such information as is required by law to be on certificates is otherwise provided to the shareholders in writing. Should the Board of Directors authorize the issuance of certificates, such certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors, and include such information as required by law. All certificates for shares, if issued, shall be consecutively numbered or otherwise identified. Such certificates shall be signed by the President or a Vice President, and by the Secretary or an assistant secretary, and sealed with the corporate seal or a facsimile thereof. The signatures of such officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar, other than the corporation itself or one of its employees. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation.

**Section 2. Registered Shareholders.** The corporation shall be entitled to treat the holder of record of shares of stock as the holder in fact, and, except as otherwise required by law, shall not be bound to recognize any equitable claim to, or interest in, said shares.

**Section 3. Transfer of Shares.** Each lawful transaction with respect to issuance, reissuance, renewal, transfer, cancellation, and the like, of shares, shall be recorded in the books of the corporation. The transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his/her legal representative, who shall furnish proper evidence of authority to transfer, or by his/her attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender for cancellation of the certificate for such shares. All certificates surrendered to the corporation for transfer shall be canceled, and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled.

**Section 4. Lost, Stolen or Destroyed Certificates.** In the event a certificate is claimed to be lost, stolen or destroyed, the issuance of a new certificate in replacement thereof may be conditioned upon the giving of such bond or other security, and such proof of the loss, theft or destruction as the Board of Directors, or such corporate officer or agent as they designate, may require. If the corporation registers a transfer of the shares represented by the certificate before receiving notification of loss, theft, or destruction, the holder of record is precluded from making any claim against the corporation for the transfer or for a new certificate.

**Section 5. Regulations.** The Board of Directors shall have the power and authority to make all such rules and regulations as they may deem necessary concerning the issuance, transfer, registration, and replacement of certificates for shares of the corporation.

## ARTICLE VIII. INDEMNIFICATION AND INSURANCE

### **Section 1. Indemnification.**

(a) **Directors and Officers.** The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the





fact that such person is or was a Director or an officer of the corporation against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding to the fullest extent and in the manner set forth in and permitted by, and subject to the limitations and conditions precedent imposed by, the Alaska Corporations Code, as amended, and any other applicable law, if any, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which Directors or officers may be entitled apart from the foregoing provisions. The foregoing provisions of this subsection (a) and the relevant provisions of the Alaska Corporations Code and other applicable law, if any, are in effect, and any repeal or modification thereof, shall not affect any rights or obligations then existing, with respect to any state of facts then or theretofore existing, or any action, suit, or proceeding theretofore, or thereafter brought or threatened based in whole or in part upon such state of facts.

(b) **Employees and Agents.** Subject to the discretion of the Board of Directors, the corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was an employee or agent of the corporation or is or was serving at the request of the corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit or proceeding to the extent and in the manner set forth in and permitted by, and subject to the limitations and conditions precedent imposed by, the Alaska Corporations Code, as amended, and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which any such person may be entitled apart from the foregoing provisions.

(c) **Successful Defense.** Notwithstanding any other provisions of subsections (a) and (b) of this Section, if a Director, officer, employee or agent of the corporation is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) or (b) of this Section, or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorney's fees), actually and reasonably incurred by such person in connection with the defense, to the extent permitted by the Alaska Corporations Code.

**Section 2. Insurance.** At the discretion of the Board of Directors, the corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Article.





## ARTICLE IX. CORPORATE BOOKS AND RECORDS

**Section 1. Books and Records.** The corporation shall maintain (a) correct and complete books, records, and minutes of shareholder, Board of Directors, and committee proceedings; (b) a record of shareholders, containing the names and addresses of all shareholders and the number of shares held by each; and (c) accounts of corporate business and properties. Such books, records, and accounts may be in written form or in any other form capable of being converted into written form within a reasonable time. All such books, records, and accounts shall be kept at the corporation's principal place of business or registered office as fixed by the Board of Directors, except as otherwise provided by law.

**Section 2. Inspection.** All books and accounts of the corporation shall be open to inspection and copying by a shareholder, or a shareholder's agent or attorney, at the registered office or principal place of business of the corporation, in the manner and to the extent required by law.

**Section 3. Inspection of Articles of Incorporation and Bylaws.** The original or a copy of the Articles of Incorporation and the Bylaws, and any amendments thereto, certified by the Secretary, shall be open to inspection by the shareholders and Directors of the corporation, in the manner and to the extent provided by law.

## ARTICLE X. MISCELLANEOUS

**Section 1. Seal.** The Board of Directors shall provide for a corporate seal of the corporation, which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "Corporate Seal."

**Section 2. Fiscal Year.** The fiscal year of the corporation shall end on December 31 or on such other date as may be determined from time to time by the Board of Directors.

**Section 3. Amendment of Bylaws.** Except as otherwise provided by law or the Articles of Incorporation, the Bylaws may be altered, amended or repealed by the Board of Directors or shareholders at any regular meeting or special meeting in the manner prescribed by law.

**Section 4. Distributions.** The Board of Directors may from time to time declare distributions on shares of the corporation in the manner and upon the terms and conditions provided for by law and the Articles of Incorporation.

**Section 5. Waiver of Notice.** Unless otherwise provided by law, whenever any notice is required to be given to any shareholder or Director of the corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Alaska Corporations Code, a waiver thereof in writing, signed by the person or persons entitled



to such notice, whether before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

The undersigned Secretary of **ALASKA WILD COYOTE, INC.**, a corporation organized and existing under the laws of the State of Alaska, does hereby certify that these Bylaws of said corporation were duly adopted by the Board of Directors of the corporation on the 23 day of January, 2017, and by the corporation's shareholders on the 23 day of January, 2017.

C. Villamides  
CARMEN SI VILLAMIDES, Secretary





to such notice, whether before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

The undersigned Secretary of **ALASKA WILD COYOTE, INC.**, a corporation organized and existing under the laws of the State of Alaska, does hereby certify that these Bylaws of said corporation were duly adopted by the Board of Directors of the corporation on the 23 day of January, 2017, and by the corporation's shareholders on the 23 day of January, 2017.

  
\_\_\_\_\_  
CARMEN S. VILLAMIDES, Secretary



**COMMERCIAL LEASE AGREEMENT**

**THIS LEASE dated this 16th day of December, 2021**

**BETWEEN:**

**Gallo's Limited Partnership LLC of P O Box 111846, Anchorage AK 99518**

Telephone: (907) 444-4929

OF THE FIRST PART

**- AND -**

**Evanjelina Gozalez of 838 Bonanza Ave, Anchorage, AK 99518, USA**

Telephone: (907) 787-9178

OF THE SECOND PART

**- AND -**

**Alaska Wild Coyote of 838 Bonanza Ave, Anchorage, AK 99518, USA**

Telephone: (907) 787-9178

(the "Guarantor")

OF THE THIRD PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease agree as follows:

**Definitions**

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 838 Bonanza Ave, Anchorage, AK 99518, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
  - c. "Common Areas and Facilities" mean:



- i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
  - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the warehouse space at 838 Bonanza Ave, Anchorage, AK 99518, USA.
- f. "Rent" means the total of Base Rent and Additional Rent.

## **Intent of Lease**

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

## **Leased Premises**

3. The Landlord agrees to rent to the Tenant the warehouse space municipally described as 838 Bonanza Ave, Anchorage, AK 99518, USA.

The Premises will be used for only the following permitted use:

**Growing Facility and Concentrates lab.**

4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the Building containing the Premises.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.
6. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.

## **Term**

7. The term of the Lease commences at 12:00 noon on January 1, 2022 and ends at 12:00 noon on December 31, 2032.
8. Notwithstanding that the Term commences on January 1, 2022, the Tenant is entitled to possession of the Premises at 12:00 noon on December 1, 2021.
9. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

## **Rent**

10. Subject to the provisions of this Lease, the Tenant will pay a base rent of **\$10,000.00**, payable per month, for the Premises, without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
11. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at 135 W Dimond Blvd, Anchorage, AK 99515, USA Suite 201, or at such other place as the Landlord may later designate.
12. The Base Rent for the Premises will increase over the Term of the Lease as follows:
  - First year \$1.80sf total \$10,000
  - Second year \$2.00sf total \$11,000
  - Third year \$2.20sf total \$12,000.
13. The Tenant will be charged an additional amount of \$350.00 for any late payment of Rent.
14. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.
15. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

## **Guarantees**



16. The Guarantor guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations under this Lease.
17. The Guarantor's obligations remain fully effective even if this Lease is disclaimed, the Landlord gives the Tenant extra time to comply with any obligation, the Landlord previously waives a default of the Tenant under this Lease, or the Landlord does not insist on strict compliance with the Lease's terms.

## **Use and Occupation**

18. The Tenant will carry on business under the name of Alaska Marijuana Gardens / AMG Concentrates, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
19. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

## **Security Deposit**

21. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of **\$10,000.00** to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
22. The Tenant may not use the Security Deposit as payment for the Rent.
23. Within 14 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 838 Bonanza Ave, Anchorage, AK 99518, USA, or at such other place as the Tenant may advise.

## **Quiet Enjoyment**

24. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

## **Distress**

25. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

## **Overholding**

26. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

## **Additional Rights on Reentry**

27. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and



- the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
  - f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
  - g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
  - h. the Tenant will pay to the Landlord on demand:
    - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
    - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
    - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
      - 1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

## **Inspections and Landlord's Right to Enter**

28. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
29. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours prior to entering.

## **Renewal of Lease**

30. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

## **Landlord Chattels**

31. The Landlord will not supply any chattels.

## **Tenant Improvements**

32. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
  - b. removing or adding walls, or performing any structural alterations;
  - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
  - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
  - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
  - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

## **Utilities and Other Costs**

33. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: **electricity, natural gas, water, sewer, telephone, internet and cable.**

## **Insurance**

34. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
35. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
36. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

## **Abandonment**

37. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

## **Attorney Fees**

38. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of twelve (12%) per cent per annum from the due date until paid.



## **Governing Law**

39. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

## **Severability**

40. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

## **Assignment and Subletting**

41. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
42. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
43. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
44. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
45. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

## **Maintenance**

46. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.

47. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
48. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
49. Where the Premises has its own sidewalk, footpath, entrance, driveway or carpark which is for the exclusive use of the Tenant and its guests, the Tenant will keep the footpath, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.

### **Care and Use of Premises**

50. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
51. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
52. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
53. The Tenant will not engage in any illegal trade or activity on or about the Premises.
54. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

### **Surrender of Premises**

55. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **Hazardous Materials**

### **Rules and Regulations**

56. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

**General Provisions**

- 57. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 58. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 59. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
- 60. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 61. Time is of the essence in this Lease.
- 62. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

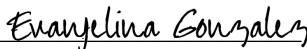
**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 16th day of December, 2021.

**Gallo's Limited Partnership LLC (Landlord)**

\_\_\_\_\_  
(Witness)


Per: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Witness)

DocuSigned by:  
  
 E1196DB6A136455...  
**Evanjelina Gozalez (Tenant)**

**Alaska Wild Coyote (Guarantor)**

\_\_\_\_\_  
(Witness)

DocuSigned by:  
  
 E1196DB6A136455...  
 Per: \_\_\_\_\_ (SEAL)



**LEASE AMENDING AGREEMENT**

**THIS LEASE AMENDING AGREEMENT** dated this 29th day of November, 2022

**BETWEEN:**

Gallo's Limited Partnership LLC  
(the "Landlord")

**OF THE FIRST PART**

**- AND-**

Evanjelina Gonzalez and Alaska Wild Coyote DBA AMG Concentrates and Alaska Marijuana  
Gardens  
(collectively the "Tenant")

**OF THE SECOND PART**

**Background**

- A. The Landlord and the Tenant entered into the lease (the "Lease Agreement") dated December 16, 2021, for the premises (the "Premises") located at 838 Bonanza Ave, Anchorage Ak 99518.
- B. The Landlord and the Tenant desire to amend the Lease Agreement on the terms and conditions set forth in this Lease Amending Agreement (the "Agreement"), which will take effect on November 29, 2022.
- C. This Agreement is the first amendment to the Lease Agreement.

**IN CONSIDERATION OF** the Landlord and Tenant agreeing to amend their existing Lease Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

**Amendments**

- 1. The Lease Agreement is amended as follows:

2. A) The tenant has explicit permission to conduct marijuana-related business on this property.  
B) In the event of eviction, the landlord agrees to notify AMCO Enforcement in order to arrange their complete seizure of cannabis & cannabis related property as the landlord has no authority to claim its ownership.

### **No Other Change**

3. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease Agreement remain unchanged and in full force and effect.

### **Incorporation**

4. This Agreement incorporates and is subject to the Lease Agreement.

### **Miscellaneous Terms**

5. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Lease Agreement. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Landlord" and "Tenant" as used in this Agreement include the plural as well as the singular; no regard for gender is intended by the language in this Agreement.

### **Governing Law**

6. Subject to the terms of the Lease Agreement, it is the intention of the parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**IN WITNESS WHEREOF** the Landlord and Tenant execute this Lease Amending Agreement.

Gallo's Limited Partnership LLC

per: Abraham Gallo (seal)

November 29, 2022

Signing Date

\_\_\_\_\_  
Witness

DocuSigned by:

Evanjelina Gonzalez

Evanjelina González

\_\_\_\_\_  
Signing Date

\_\_\_\_\_  
Witness

Alaska Wild Coyote DBA AMG Concentrates  
and Alaska Marijuana Gardens

per: \_\_\_\_\_ (seal)

Evanjelina Gonzalez

\_\_\_\_\_

Signing Date

\_\_\_\_\_  
Witness