

**Alcohol & Marijuana Control Office****License Number:** 10166**License Status:** Active-Operating**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** GOOD Cannabis**Business License Number:** 2115560**Designated Licensee:** Christian Hood**Email Address:** info@goodalaska.com**Local Government:** Fairbanks North Star Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 64.810126, -147.755932**Physical Address:** 1949 Frank Ave  
Fairbanks, AK 99701  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10036394**Alaska Entity Name:** Good LLC**Phone Number:** 907-322-4962**Email Address:** info@goodalaska.com**Mailing Address:** PO BOX 83091  
Fairbanks, AK 99708  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Linda Lewis**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 452-760-9649**Email Address:** linda\_red@live.com**Mailing Address:** 2535 Allen Adale Rd  
Fairbanks, AK 99709  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Christian Hood**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-322-4962**Email Address:** christian@goodalaska.com**Mailing Address:** PO BOX 83091  
Fairbanks, AK 99708  
UNITED STATES**Entity Official #3****Type:** Individual**Name:** Ronica Aldrich**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-229-1373**Email Address:** ronica@goodalaska.com**Mailing Address:** 5440 Heritage Heights Drive  
Anchorage, AK 99516  
UNITED STATES**Note:** No affiliates entered for this license.



**Alaska Marijuana Control Board**

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

**What is this form?**

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 main 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.

<b>Licensee:</b>	GOOD, LLC	<b>License Number:</b>	10166		
<b>License Type:</b>	Standard Marijuana Cultivation				
<b>Doing Business As:</b>	GOOD Cannabis				
<b>Premises Address:</b>	1949 Frank Ave				
<b>City:</b>	Fairbanks	<b>State:</b>	AK	<b>ZIP:</b>	99701

**Section 2 – Individual Information**

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

<b>Name:</b>	Christian Hood
<b>Title:</b>	Owner

**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 to this license between July 1, 2020 and June 30, 2021.

**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: Renewal Application Certifications

## Section 4 – Certifications & Waiver

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.

CH

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.

CH

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

CH

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

CH

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

CH

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.

CH

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.

CH

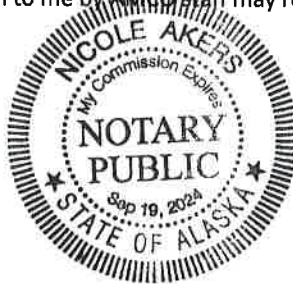
I, CHRISTIAN HOOD, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

CH

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

CH

Signature of licensee



NA

Notary Public in and for the State of Alaska

CHRISTIAN HOOD

Printed name of licensee

My commission expires: 9/19/24

Subscribed and sworn to before me this 21<sup>st</sup> day of MAY, 2021.



Alaska Marijuana Control Board

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**This form must be completed and submitted to AMCO's main 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:	GOOD, LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	GOOD Cannabis				
Premises Address:	1949 Frank Ave				
City:	Fairbanks	State:	AK	ZIP:	99701

## Section 2 – Individual Information

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

Name:	Linda Lewis
Title:	Owner

## 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 to this license between July 1, 2020 and June 30, 2021.

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

Initials

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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.

[Handwritten initials]

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.

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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.

[Handwritten initials]

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.

[Handwritten initials]

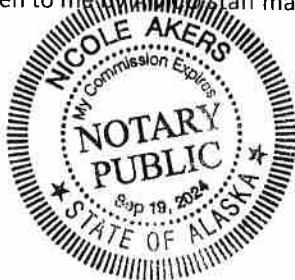
I, Linda Lewis, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

[Handwritten initials]

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

[Handwritten signature of Linda Lewis]

Signature of licensee



[Handwritten signature of Notary Public]

Notary Public in and for the State of Alaska

Linda Lewis

Printed name of licensee

My commission expires: 9/19/24

Subscribed and sworn to before me this 25<sup>th</sup> day of May, 2021.





Alaska Marijuana Control Board

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

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

Licensee:	GOOD, LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	GOOD Cannabis				
Premises Address:	1949 Frank Ave				
City:	Fairbanks	State:	AK	ZIP:	99701

**Section 2 – Individual Information**

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

Name:	Ronica Aldrich
Title:	Owner

**Section 3 – Violations & Charges**

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

Initials

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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.

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Alaska Marijuana Control Board  
**Form MJ-20: Renewal Application Certifications**

**Section 4 – Certifications & Waiver**

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Initials

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JA

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.

JA

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

JA

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

JA

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

JA

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.

JA

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.

JA

I, Ronica Aldrich, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

JA

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

Ronica Aldrich  
 Signature of licensee

[Signature]  
 Notary Public in and for the State of Alaska

Ronica Aldrich  
 Printed name of licensee

My commission expires: 13 Aug 23

Subscribed and sworn to before me this 20 day of May, 2021.



## LEASE AGREEMENT

Good LLC, an Alaska Limited Liability Company, Entity No. 10036394 (hereinafter called Lessee), agrees to lease from the owner, Alaska Welding Services, Inc., an Alaska Corporation, Entity No. 113240 (hereinafter called Lessor), a commercial building in Fairbanks, Alaska, more particularly described below.

**PREMISES:** The leased premises are located at 1949 Frank Ave, Fairbanks, Alaska 99701. The legal description of the land on which the leased premises are situated is:

Lot 7, Block 11, Metro Industrial Air Park, 5<sup>th</sup> Edition, according to the plat filed January 4, 2005 at Plat No. 2005-1, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

**CONDITION PRECEDENT:** This lease is contingent upon Lessee's effort to obtain a license from the State of Alaska to cultivate marijuana in the State of Alaska. This agreement is null and void if the State of Alaska does not issue such a license.

**TERM:** The initial lease term is five (5) years, commencing at 12:01 a.m. on the first day of the month following the issuance of a State of Alaska license that permits the Lessee to cultivate marijuana in the State of Alaska, and ending 60 months later at 11:59 p.m. on the last day of the month.

**OPTION TO RENEW:** Lessee shall have an option of renewing the lease for two (2) additional consecutive terms each of five (5) years, upon such terms as are set forth in the Renewal section of this lease. Notice of Lessee's intent to exercise the option to renew shall be in writing, delivered to the Lessor no more than one hundred eighty (180) days before the expiration of the then current term.

**MONTHLY INSTALLMENTS:** Lessee shall pay the lease amount in monthly installments according to the following schedule:

- \$9,000.00 each month for months 1 through 12.
- \$9,250.00 each month for months 13 through 24.
- \$9,500.00 each month for months 25 through 36.
- \$9,750.00 each month for months 37 through 48.
- \$10,000.00 each month for months 49 through 60.

The Lessee shall deposit each monthly installment by Electronic Funds Transfer to the Lessor's bank account at Denali State Bank, Routing No. 125200921, Account No. 02 150 3966 on or before the last day of the month preceding the month for which payment is due during the term of the Lease. The Lessor may change the type or place of payment by notifying the Lessee, in writing, at least ten (10) days in advance of the payment being due. If the last day of the month preceding the month for which payment is due falls on a weekend or holiday, the rent must be paid on the first day that the bank is open thereafter.



The parties agree that the Lessee can purchase a five (5) day extension to pay the rent, from the last day of the preceding month to the 5<sup>th</sup> of the month, for One Hundred no/100 Dollars (\$100.00). This amount constitutes a separate contract with the consideration being forbearance in declaring the rent due. The result will avoid the \$500.00 liquidated damages resulting from late payment. This payment must be deposited to the Lessor's account on the day the original rent is due and cannot be paid after that day.

If the monthly rent is not paid when due, including any purchased extension, the parties agree that the Lessee will pay to the Lessor damages in a liquidated amount of Five Hundred and no/100 Dollars (\$500.00). This amount is agreed to be a reasonable estimate of the various direct and consequential damages that result when the rent is not paid on time and also recognizes the difficulties inherent in evaluating these damages, together with the impracticality of bring successive lawsuits for such amounts. The liquidated damages are not intended as a penalty, but are a considered estimate of the injury caused by the breach of the contract to pay rent. This amount will be paid out of the next funds received from the Lessee and must be paid simultaneously with the rent for the month. Unless the rent and damages are fully paid, the rent, and all future rents, will be considered to be partly unpaid and subject to the addition of this charge for every month until all liquidated damages and rent are paid current. In other words, if the rent is paid and this amount is outstanding, the rent will be considered to be short by the liquidated damages amount, and the rent will not be considered to be paid when due. When the next rent payment is due, even if the amount designated as rent is paid, it will be considered unpaid because the next liquidated damages will be subtracted first. Thus, liquidated damages will accrue the following month as well. The liquidated damages must be paid with the rent to avoid a continuing breach of the contract.

**RENEWAL:** The Lessee can renew this lease by providing to the Lessor a written notice of intent to renew no later than 180 days from the date that the lease expires. Failure to provide this notice will be deemed abandonment of any right to renew the lease. Upon receipt of notice from the Lessee the parties will enter into negotiations concerning the terms of the lease including the rental amount, and the amount to be charged for utilities, including water, electricity, heat, but excluding data transfer and telecommunications, and such other issues as experience has shown to the Lessor to be required.

If the Lessee exercises its option to renew the lease, then the parties agree to negotiate in good faith to arrive at a new monthly payment amount, which will not be less than 105% of the monthly amount due for the last month of the previous term, and not more than 110% of the monthly amount due for the last month of the previous term.

If the parties cannot come to agreement on the terms of the renewal, then the Arbitration provision of this lease shall be available should either party elect to use it upon written notice made no later than 60 days before the end of the lease term.

**SECURITY DEPOSIT:** There will be no security deposit required during this Lease.

**DEPOSIT:** The Lessee agrees to pay, within ten (10) days of demand, any sums required of the Lessor to rectify failure by the Lessee of any obligations implied or specified in this lease. Lessor shall have the right to proceed against Lessee to recover any sums required for cleaning, painting, or repairs to the premises and replacement of lost or missing items, for which Lessee is responsible, together with full actual attorney's fees and full costs.

**PROPERTY TAXES:** Lessee shall pay one-half of all annual real property taxes payable to the Fairbanks North Star Borough as additional rent. Lessor will pay the other one-half of annual real property taxes. Property taxes for 2016 shall be pro-rated from May 1, 2016.

**OTHER TAXES:** Lessee will pay all taxes attributable to the Lessee's business. Lessee shall obtain and maintain all necessary licenses and shall pay all taxes due on Lessee's business operations directly to the licensing or taxing authority.

**UTILITIES/HEAT:** The Lessee shall pay all utilities used at the demised premises, including electricity, heat, water, sewer, telecommunications, and data transfer.

**USE:** Lessee agrees that the premises will be used and occupied by the Lessee and for the operation of the Lessee's marijuana growing and manufacturing business, and for no other purpose without prior written permission from Lessor.

**ACCEPTANCE & REPAIR:** Lessee has inspected the premises prior to occupancy and accepts same as clean with no damage except for those items listed on any Inspection Report. The Lessee shall maintain the premises, parking area, decks, walls, floor and storage areas, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition. Lessee shall make, as and when needed or desired, at its own expense, all repairs, maintenance, and improvements to the premises and/or building of which they are part. At the conclusion of the Lease, Lessee shall pay for a building inspection, including a specific inspection for the detection of mold and other environmental hazards, and will pay the full cost to remediate any environmental hazards.

**LESSEE IMPROVEMENTS:** Premises are leased in an "as is" condition as of May 1, 2016. With prior written approval of Lessor, Lessee may make improvements or alteration to the premises that may be necessary to the operation of Lessee's business. Except as provided in the following paragraph regarding Alterations, Lessee shall return the premises to Lessor in the same condition that the building was delivered and received on May 1, 2016.

**ALTERATIONS:** Lessee agrees to do no painting or other decorating of the Premises, or make any alterations, changes, or additions to fixtures, locks or wiring

without the prior written consent of Lessor. All such alterations, additions, or improvements, as approved, shall be paid for by Lessee, shall become the property of Lessor, and shall remain upon the premises, and the ownership of such must be surrendered with the premises at the end of occupancy by Lessee. Lessor may require Lessee to remove any such alterations or improvements at Lessee's sole expense, and return the building to Lessor in the same condition that the building was delivered and received on May 1, 2016.

**ACCESS TO PREMISES:** The Lessor shall have the right to enter the premises during reasonable hours for the purpose of making inspections, repairs, or alterations to the premises, and during the last 30 days of the occupancy for the purpose of showing the premises. The Lessor shall retain a master key for the purpose of making any entry permitted hereunder. The Lessor will give 12 hours notice of the intent to enter. Additionally, an access key will be provided for entry by emergency services in the "lockbox" customarily used for that purpose.

**INSURANCE:** Insurance must be maintained by the Lessee, with the Lessor as an additional insured, in the amount of \$2,000,000.00 per occurrence; Replacement Cost for premises damage; Medical \$50,000.00, General Aggregate \$2,000,000.00, Products and Completed Operations \$2,000,000.00. There shall be no coinsurance.

**LESSOR'S INABILITY TO PERFORM:** The obligations of the Lessee to pay rent and to comply with all of the other provisions of this agreement shall not be impaired or excused by reason of the Lessor's inability to perform any of its obligations to supply any service required hereunder, if the Lessor is prevented or delayed from doing so by any cause beyond the reasonable control of the Lessor, except as otherwise provided by law.

**RESPONSIBILITY FOR PROPERTY:** It shall be the duty of the Lessee to provide fire, casualty, and liability insurance covering the premises occupied by the Lessee. The Lessor is to be disclosed to the agent and carrier as an additional insured and be entitled to notice of delinquency or intent to cancel. The Lessor shall not be responsible for any loss of, or damage to, personal property of the Lessee except as imposed by law.

**SNOW REMOVAL/GROUNDSKEEPING:** Lessee will pay the cost of snow removal. Lessee can ask to use Lessor's equipment to perform snow removal, which Lessor will permit if the equipment is available.

**PARKING:** Lessee shall have the non-exclusive use of non-reserved common automobile parking areas, driveways, and footways, in common with Lessor. Lessor reserves the right to designate parking areas for Lessee and Lessee's agents and employees.

**ASSIGNMENT:** The Lessee shall not assign this agreement, nor sublet the premises, or any part thereof, without the prior written consent of the Lessor.



**NOTICE TO VACATE:** The Lessee agrees that to terminate tenancy for non-payment of rent, **twenty (20) days** written notice must be given to the Lessee. Termination for any other cause by the Lessor shall be upon ten (10) days written notice. The Lessee may terminate the tenancy, without reason, by delivering to Lessor written notice at least **sixty (60) days prior** to the end of the then existing term of occupancy. The Lessee is liable for the full amount of the rent envisioned by this lease. Default on the Lessee's obligations will not release the Lessee from the full obligation assumed. Upon default or abandonment the amounts due pursuant to the lease will be accelerated and be immediately due and owing, and thus actionable. The Lessor will make reasonable efforts to mitigate damages and reduce the amount due the Lessor by 80% of the cover amount. The other 20% will compensate the Lessor, by way of liquidated damages due to the difficulty of proof and expense of litigation, for the effort and expense required to attempt to mitigate. The amount spent to attempt mitigation will be due whether mitigation is successful or not.

**RE-RENTING/LEASING:** The Lessee agrees that the Lessor shall have the right to show the premises to prospective Lessees for a period of sixty (60) days prior to expiration of the tenancy. The Lessor shall, whenever practicable, give Lessee twenty-four (24) hours prior notice of its intention to enter premises for this purpose.

**REMOVAL OF PROPERTY:** The Lessee agrees that upon termination of the tenancy, the Lessor may immediately enter the premises and take possession of any property found therein which is reasonably deemed abandoned by the Lessee, except marijuana or marijuana products, and AMCO will be notified. The Lessor shall store the same and mail a notice to the Lessee's last known address stating the location and address of stored property. After fifteen (15) days from the date of notice, the Lessor may sell or otherwise dispose of such property except marijuana or marijuana products (AMCO will be notified) and may apply any income derived from sale against monies due Lessor, including drayage and storage. Any excess income shall also be deemed to be Lessor's.

GK  
9/26/16

**COMPLIANCE WITH LAWS AND REGULATIONS:** The Lessee shall comply with all applicable laws, orders, and regulations of any governmental authority which imposes any duty upon Lessor or Lessee with respect to the premises or the use and occupancy thereof, and Lessee shall not do or permit anything to be done which will increase the rate of fire insurance on the premises or the building of which it is a part, or the property located therein. Lessee shall indemnify and hold Lessor harmless from all risks of harm to any person, and from any action by any governmental authority, related to the operation of Lessee's business on the premises.

**DAMAGE AND DESTRUCTION:** If the premises, or any part thereof, is so damaged by fire, casualty or structural defect, such damage or defects not being the result of negligence by Lessee or by any of Lessee's agents, employees or invitees, that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this lease as of the date of such damage. In the event of minor damage to any part of the premises, and if such damage does not render the leased



premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. In making the repairs called for in this paragraph, Lessor shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Lessor. Lessee shall be relieved from paying rent and other charges during any portion of the lease term that the premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes.

**CONDEMNATION:** If any legally constituted authority condemns the premises or such part thereof which shall make the premises unsuitable for leasing, this lease shall cease when the public authority takes possession, and Lessor and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**SUBORDINATION:** Lessee accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing, or hereafter arising, upon the premises and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Lessor is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the premises. Lessee agrees that it will from time to time, upon request by Lessor, execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this lease have been paid, stating that Lessor is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonably require.

**TAKING:** Should the property be taken by an entity with the power of eminent domain the Lessor, the lease will expire of its own force, the Lessor will retain all proceeds and the Lessee will vacate the premises upon demand.

**NO WAIVER IMPLIED:** No waiver by the Lessor of any default shall operate as a waiver of any other default or of a like default on a future occasion. No delay or omission on the part of the Lessor in exercising any of its rights shall operate as a waiver of such right or any other rights.

**NO CONSENT IMPLIED:** No consent by the Lessor to an act or omission by Lessee shall constitute consent to any other act or omission or to a like act or omission on a future occasion.

**NO RECORDING:** The Lessee shall not record this lease or a memorandum of this lease without the written consent of the Lessor.

**LESSEE ADVICE OF COUNSEL AND CONSTRUCTION:** The Lessee and the Lessor have the opportunity to consult with counsel. The rule of construction that an instrument shall be construed more strictly against the party who drafted it shall not apply to this lease.

**CUMULATIVE REMEDIES:** No right or remedy herein conferred upon, or reserved to, the Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law, in equity or by statute.

**NOTICE:** Hand delivered notice left with an adult at the Lessee's or party's place of business will suffice as notice. Service by a process server, in accord with the rules for serving process in Alaska, will also be sufficient notice. Mailed notice shall be effective if sent to the address designated in writing by the individual to be charged with notice and sent by United States, certified mail with a return receipt requested. The notice will be deemed made on the date of the delivery acknowledged on the returned receipt. If the certified mail notification is returned uncollected, then the notice shall be deemed made as of the date of mailing. The original mailing addresses are set forth in the opening paragraph of this Lease. The address for notice must be changed in writing signed by both parties.

**ARBITRATION:** In the event a dispute arises concerning this lease or its formation, the parties will attempt non-binding arbitration before terminating any right or resorting to litigation. Each party will chose an arbitrator and the arbitrators will chose a tie breaker. Then, upon presentation by each party of its position, the arbitrators shall deliberate and inform the parties of their decision. The cost of arbitration will be paid by the party initiating it, in advance, to the primary arbitrator for the full expected cost of the arbitration. The cost of the arbitration will be assessed by the arbitrators in proportion to their opinion about the good faith and strength of the respective positions.

**ATTORNEY FEES:** If The Lessor or Lessee shall bring any action for any relief against the other, declaratory, injunctive, or otherwise, arising out of this lease, and its formation, including any suit by the Lessor for the recovery of rent or possession of the premises, the losing party shall pay the successful party the other's full actual, reasonable attorney's fees and full actual, reasonable costs incurred in bringing such suit to the extent permitted by law. Should the remedy be achieved without litigation the same payment provision applies to the cost of achieving agreement or arbitration.

**SEVERABILITY:** If any provision of this lease, or the application thereof to any

person or circumstance, shall be invalid or unenforceable to any extent, the remainder of this lease, and the application of such provision to other persons or circumstances, shall not be affected thereby and shall continue in effect and be enforced to the greatest extent permitted by law.

**SUCCESSOR AND ASSIGNS:** This lease shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This lease may not be assigned by any party without the express written consent of the other party.

**GOVERNING LAW:** This agreement shall be governed by, and interpreted in accordance with, the laws of the State of Alaska.

**VENUE:** All legal action pertaining to this agreement, or the formation of this agreement, shall be had in the State of Alaska, Fourth Judicial District at Fairbanks, Alaska.

**TIME OF ESSENCE:** Time shall be of the essence of the performance of the obligations of this Lease. This means that every provision must be performed exactly when required by the Lease, and any late performance does not cure the underlying default.

**INTEGRATION/MODIFICATION:** This lease contains the entire, final and binding understanding of the parties with respect to the subject matter of the lease, and it supersedes all prior negotiations, acts, understandings, forbearances, and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This lease, in whole or in part, cannot be changed, modified, extended, or discharged orally, and no waiver of compliance with any provision or condition hereof, and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.

**SIGNATURES ON SEPARATE PAGE**

---



IN WITNESS WHEREOF, the parties have executed this Lease.

- Dated: 9-26-16

Alaska Welding Services, Inc., Lessor

By: Gary J. Kinzer, its President

*Gary J. Kinzer*

STATE OF ALASKA )  
FOURTH JUDICIAL DISTRICT ) ss.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2016, by Gary J. Kinzer, in his representative capacity as President, Alaska Welding Services, Inc.

Notary Public for the State of Alaska  
My commission expires: 6/12/19

-- Dated: 9-26-16

Good LLC, Lessee

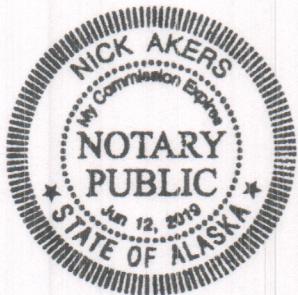
By: Christian Hood, Organizer and Member

*CHood*

STATE OF ALASKA )  
FOURTH JUDICIAL DISTRICT ) ss.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April 2016, by Christian Hood, in her representative capacity as Organizer and Member of Good LLC.

Notary Public for Alaska  
My commission expires: 6/12/19





# GOOD, LLC



## **OPERATING AGREEMENT** AN ALASKAN LIMITED LIABILITY COMPANY

EFFECTIVE AS OF Jan 1, 2017

### *EXPLANATORY STATEMENT*

Christian Hood, Linda Lewis and Ronica Aldrich, have determined to organize and operate a limited liability company in accordance with the terms of, and subject to the conditions set forth in, these Regulations.

NOW, THEREFORE the terms and conditions under which the limited liability company are to be organized and operated are as follows:

### **SECTION I** DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined in the text of these Regulations; and, throughout these Regulations, those terms shall have the meanings respectively ascribed to them.

“Act” means the Alaskan Limited Liability Company Act, as amended from time to time.

“Regulations” means these Regulations, as amended from time to time.

“Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

“Company” means the limited liability company organized in accordance with these Regulations.

“Interest” means a Person’s share of the Profits and Losses of, and the right to receive distributions from, the Company.

“Interest Holder” means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

“Involuntary With away” means, with respect to GOOD LLC the occurrence of any of the following events:

- (i) the making of an assignment for the benefit of creditors;

(ii) the filing of a voluntary petition of bankruptcy;

(iii) the adjudication as a bankrupt or insolvent or the entry against GOOD LLC

And GOOD LLC of an order for relief in any bankruptcy case or insolvency proceeding;  
or

(iv) Hood, Lewis or Aldrich's death or adjudication by a court of competent jurisdiction  
as incompetent to manage Hood, Lewis, Aldrich's person or property.

"Member" means the Person signing these Regulations and any Person who subsequently is admitted as a member of the Company.

"Membership Rights" means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless these Regulations or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, or other entity, or a trust or estate.

"Profit" and "Loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with the Code.

"Successor" means all Persons to whom all or any part of an Interest is transferred either because of:

- (i) the sale or gift by of all or any part of his Interest,
- (ii) an assignment of Hood's, Lewis', or Aldrich' Interest due to his/her Involuntary Withdrawal, or
- (iii) because Hood, Lewis, or Aldrich dies and the Persons are his/her personal representatives, heirs, or legatees.

"Transfer" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

"Withdrawal" means a Member's dissociation from the Company by any means.

## **SECTION II**

### **FORMATION AND NAME, OFFICE, PURPOSE, TERMS**



2.1. ORGANIZATION. Hood, Lewis, and Aldrich hereby organize a limited liability company pursuant to the Act and the provisions of these Regulations and, for that purpose, have caused Articles of Organization to be prepared, executed and filed with the Alaskan Secretary of State.

2.2. NAME OF THE COMPANY. The name of the Company shall be GOOD LLC. The Company may do business under that name and under any other name or names upon which Hood, Lewis, and Aldrich may, in their sole discretion, determine. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file an assumed name certificate as required by law.

2.3. PURPOSE. Company is organized for floraculture cultivation, distribution and sale in Alaska

2.4. PRINCIPAL OFFICE. The principal office of the Company in the State of Alaska shall be located at 1949 Frank Avenue, Fairbanks, AK, 99701

2.5. RESIDENT AGENT. The name and address of the Company's resident agent in the State of Alaska shall be :

Trevor Haynes  
2101 Charlijo Loop  
Fairbanks, AK  
99709

2.6. MEMBERS. The members of the organization are limited to Hood, Lewis, and Aldrich and any who they design at a later date.

### **SECTION III** **MEMBERS & CAPITAL**

3.1. INITIAL CAPITAL CONTRIBUTIONS. Upon the execution of these Regulations, Hood, Lewis and Aldrich shall contribute to the Company the cash and property set forth on Exhibit A and the Company shall then commence to do business.

3.2. NO OTHER CAPITAL CONTRIBUTIONS REQUIRED. No Member shall be required to contribute any additional capital to the Company, and except as set forth in the Act, no Member shall have any personal liability for any obligations of the Company.

### **SECTION IV** **PROFIT, LOSS, AND DISTRIBUTIONS**

4.1. DISTRIBUTIONS OF CASH FLOW. Distributions shall be at the discretion of the Manager of the Company.

4.2. ALLOCATION OF PROFIT OR LOSS. Allocation of Profit or Loss shall be in accordance with the ownership share structure of the company.

4.3. LIQUIDATION AND DISSOLUTION. If the Company is liquidated, the assets of the Company shall be distributed to Hood, Lewis and Aldrich with each party's capital contribution paid back first and the remains to be distributed as a function of the ownership share.

#### **SECTION V**

##### **MANAGEMENT; RIGHTS, POWERS, AND DUTIES**

5.1. MANAGEMENT. The Company shall be a Manager Managed LLC. The Manager for this company shall be Trevor Haynes.

5.2 MANAGEMENT CHANGE: The Company's Manager may be changed by a majority voter of the partners. Each partner has one vote.

5.3 MANAGEMENT DUTIES: The Manager shall be in charge of all operations of the Company and will comport themselves in a proper and professional manner. They will provide quarterly updates to all partners or upon request, including an inspection of assets, property, and accounts.

#### **SECTION VI**

##### **TRANSFER OF INTERESTS AND WITHDRAWALS OF MEMBERS**

6.1. TRANSFERS. Transfer of any Membership Rights requires unanimous consent of Members Hood, Lewis and Aldrich, who may therefore Transfer all, or any portion of, or his Interest or rights in, his Membership Rights to one or more Successors with the approval of the other Members.

6.2. TRANSFER TO A SUCCESSOR. In the event of any Transfer of all or any part of the Company Hood's or Lewis' or Aldrich' Interest to a Successor, the Successor shall thereupon become a Member and the Company shall be continued.

#### **SECTION VII**

##### **DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY**

7.1. EVENTS OF DISSOLUTION. The Company shall be dissolved

- (i) if Hood or Lewis or Aldrich determine, or if no partner is alive if all Successors determine, or





- (ii) the Company has no Members for a period of ninety one (91) consecutive days. The Company shall not dissolve merely because of Involuntary Withdrawal.

7.2. PROCEDURE FOR WINDING UP AND DISSOLUTION. If the Company is dissolved, the affairs of the Company shall be wound up. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company in satisfaction of the liabilities of the Company, and then to the Persons who are the Members of the Company in proportion to their Interests.

7.3. FILING OF ARTICLES OF DISSOLUTION. If the Company is dissolved, Articles of Dissolution shall be promptly filed with the Secretary of State. If there are no remaining Members, the Articles shall be filed by the last Person to be a Member; if there are no remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

#### **SECTION VIII** ACCOUNTING AND TAX ELECTIONS

8.1. BANK ACCOUNTS. All funds of the Company shall be deposited in a bank account with Wells Fargo titled GOOD.

8.2. ANNUAL ACCOUNTING PERIOD. The annual accounting period of the Company shall be its taxable year.

8.3. TAX ELECTION. The company will be a Manager managed LLC and therefore taxed as a pass through entity.

#### **SECTION IX** GENERAL PROVISIONS

9.1. ASSURANCES. Hood and Lewis and Aldrich or the current Manager shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as he deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. APPLICABLE LAW. All questions concerning the construction, validity, and interpretation of these Regulations and the performance of the obligations imposed by these Regulations shall be governed by the internal law, not the law of conflicts, of the State of Alaska.

9.3. SECTION TITLES. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of these Regulations or the intent of the provisions hereof

9.4. BINDING PROVISIONS. These Regulations are binding upon, and inure to the benefit of

Hood and Lewis and Aldrich and their heirs, executors, administrators, personal and legal representatives, Successors, and permitted assigns.

9.5. SEPARABILITY OF PROVISIONS, Each provision of these Regulations shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of these Regulations which are valid.

IN WITNESS WHEREOF, Trevor Hayes executed these

Regulations this 10 day of 5 2017.

MEMBER:

Christian Hood

Christian Hood

Linda Lewis

Linda Lewis

Ronica Aldrich


Ronica Aldrich



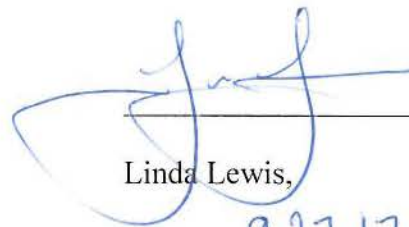
**EXHIBIT A**

**MEMBERS OF GOOD, LLC**

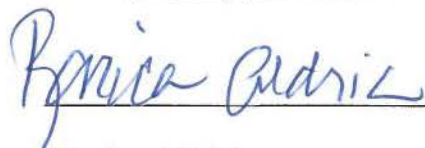
Linda Lewis	Initial Contribution: \$48,387 Membership Share: 15%
Christian Hood	Initial Contribution: \$200,000 Membership Share: 62%
Ronica Aldrich	Initial Contribution: \$74,194 Membership Share: 23%

  
\_\_\_\_\_

Christian Hood  
Date: 9/27/17

  
\_\_\_\_\_

Linda Lewis,  
Date: 9.27.17

  
\_\_\_\_\_

Ronica Aldrich  
Date: 9/27/17



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)

Date Filed: 03/03/2018  
State of Alaska, DCCED

FOR DIVISION USE ONLY

**Limited Liability Company**

**2018 Biennial Report**

For the period ending December 31, 2017

Web-3/3/2018 12:27:36 PM

- This report is due on January 02, 2018
- \$100.00 if postmarked before February 02, 2018
- \$137.50 if postmarked on or after February 02, 2018

**Entity Name:** Good LLC  
**Entity Number:** 10036394  
**Home Country:** UNITED STATES  
**Home State/Province:** ALASKA

**Registered Agent**  
**Name:** Christian Hood  
**Physical Address:** 2101 CHARLIJO LOOP,  
FAIRBANKS, AK 99709  
**Mailing Address:** PO BOX 83091, FAIRBANKS, AK  
99708

**Entity Physical Address:** 356 OLD STEESE HWY, FAIRBANKS, AK 99701

**Entity Mailing Address:** 356 OLD STEESE HWY, FAIRBANKS, AK 99701

**Please include all officials.** Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Linda Lewis	2535 ALLEN ADALE RD, FAIRBANKS, AK 99709	15	Member
RONICA ALDRICH	5440 HERITAGE HEIGHTS DR, ANCHORAGE, AK 99516	23	Member
Christian Hood, I	2101 CHARLIJO LP, FAIRBANKS, AK 99709	62	Manager, Member

**Purpose:** Cultivation, manufacturing and retail sales of cannabis.

**NAICS Code:** 111422 - FLORICULTURE PRODUCTION

**New NAICS Code (optional):**

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 Official(s) listed above to act on behalf of this entity.

**Name:** HAYDEN NILSON



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

## **Certificate of Organization**

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

**Good LLC**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **March 03, 2016**.

A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick  
Commissioner

**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

**GOOD Cannabis**

356 Old Steese Hwy, Fairbanks, AK 99701

owned by

Good LLC

is licensed by the department to conduct business for the period

October 12, 2020 to December 31, 2022  
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting; 31 - Manufacturing; 42 - Trade



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

**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

**GOOD Cannabis**

356 Old Steese Hwy, Fairbanks, AK 99701

owned by

Good LLC

**ENDORSEMENT: 2115560 - 1**

Effective October 12, 2020 through December 31, 2022

This business license has an endorsement for the physical address shown below:

356 Old Steese Hwy, Fairbanks, AK 99701



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