

Alcohol & Marijuana Control Office

Initiating License Application

5/27/2021 3:14:24 PM

License Number: 10308**License Status:** Active-Operating**License Type:** Limited Marijuana Cultivation Facility**Doing Business As:** GREENDREAMS CULTIVATION**Business License Number:** 1036596**Designated Licensee:** BIRCHIE J WALTER**Email Address:** birchiesgreendream@gmail.com**Local Government:** Fairbanks North Star Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 64.552440, -147.344620**Physical Address:** 680 winch rd
Fairbanks, AK 99712
UNITED STATES**Licensee #1****Type:** Individual**Name:** BIRCHIE J WALTER**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-651-2357**Email Address:** birchiesgreendreams@gmail.com**Mailing Address:** 670 Winch Road
Fairbanks, AK 99712
UNITED STATES**Licensee #2****Type:** Individual**Name:** TAMMY L WALTER**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-651-2356**Email Address:** tammywalter907@gmail.com**Mailing Address:** 670 Winch Road
Fairbanks, AK 99712
UNITED STATES**Licensee #3****Type:** Individual**Name:** STEVE BASKIN**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-978-6184**Email Address:** stevenbaskin@yahoo.com**Mailing Address:** 670 winch rd
fairbanks, AK 99712
UNITED STATES**Note:** No entity officials entered for this license.**Note:** No affiliates entered for this license.

Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 3/23/21

License #/Type: 10308

Limited Cultivation

Designated Licensee: Birchie J Walter

AMCO Case#:

DBA: GREENDREAMS CULTIVATION

Premises Address: 680 Winch Rd Fairbanks, AK 99712

Mailing Address: 670 Winch Road Fairbanks, AK 99712

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

As of 3/17/21, GreenDreams Cultivation, 10308, Limited Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

Davies, Jason M (CED)

From: Birchie Walter <birchiesgreendream@gmail.com>
Sent: Tuesday, March 23, 2021 8:48 AM
To: Davies, Jason M (CED)
Subject: Re: NOV Delinquency in Tax 10308
Attachments: image001.png; Screenshot_20210323-084522_Chrome.jpg

Categories: Completed or downloaded electronically

Good morning Jason. I have attached a screenshot of our zero balance. We paid our taxes on the 15th.

On Tue, Mar 23, 2021, 8:38 AM Davies, Jason M (CED) <jason.davies@alaska.gov> wrote:

Hello-

Attached to this email is a notice of violation(s). You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board. AMCO Enforcement must receive a notification from the Department of Revenue to rescind this notice of violation.

NOTE: You must provide proof that,

1. **You are in a payment plan with the Department of Revenue regarding your most current violation.**

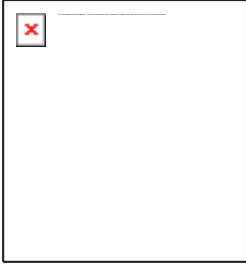
OR

2. **Copy of receipt or screenshot of your department of revenue account that shows your taxes are at a zero balance.**

Please only reply to this email with one of the two request above.

Questions or concerns should be forwarded to amco.enforcement@alaska.gov.

Thank you,



Jason M. Davies
Criminal Justice Technician II

AMCO Enforcement
Alcohol & Marijuana Control Office
550 W. 7th Ave, Suite 1600

Anchorage, AK 99501
Office (907) 754-3410
jason.davies@alaska.gov

Department of Revenue - Tax Division
e Online

If you have questions concerning your Account Balance(s), please call 907-465-2385 or 907-465-2321.
If you need help with or have questions about Revenue Online please call 907-269-0041.

GREENDREAMS CULTIVATION

Federal Employer Id
My Balance

\$0.00

NAMES AND ADDRESSES

DBA Name Add
Legal Name GREENDREAMS CULTIVATION
Mailing Address 670 WINCH RD FAIRBANKS AK 99712-411

I WANT TO...

[View My Profile](#)
[Make a Payment](#)
[View My Payoff Amount](#)
[File an Appeal](#)
[Add a Power of Attorney](#)
[Remove a Power of Attorney](#)

ACCOUNTS¹

HISTORY

MESSAGES³³LETTERS⁵⁰MY ACCOUNTS¹

MY ACCOUNTS

Group	Account Id	Account Type	Name	Frequency	Address	Balance	Hide History	Filter
3	MRT-10047751-004	Marijuana Tax	GREENDREAMS CULTIVATION	Monthly	670 WINCH RD FAIRBANKS AK	0.00		

* - To increase font size adjust your browser zoom settings

As a security feature, this application will time out after 20 minutes of inactivity. Your information will NOT be saved after this time out.

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Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 2/18/21

License #/Type: 10308

Limited Cultivation

Designated Licensee: Birchie J Walter

AMCO Case#:

DBA: GREENDREAMS CULTIVATION

Premises Address: 680 Winch Rd Fairbanks, AK 99712

Mailing Address: 670 Winch Road Fairbanks, AK 99712

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

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ATTN: Enforcement
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Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

Ade', ndadz dengit'a? 🗣️

(Deg Xinag) "Hello, how are you?"

myAlaska

Departments

Sta

Department of Revenue - Tax Division Online

If you have questions concerning your Account Balance(s), please call 907-465-2385 or 907-465-2321.
If you need help with or have questions about Revenue Online please call 907-269-0041.

MARIJUANA TAX

Federal Employer Id **..***3572
Monthly MRT-10047751-004
My Balance **\$887.41**
Pending \$0.00
Pay Total Balance **\$887.41**
Payment Source Setup

NAMES AND ADDRESSES

DBA Name Add
Legal Name GREENDREAMS CULTIVATION
Location Address 680 WINCH RD FAIRBANKS AK 99712-411
Mailing Address 670 WINCH RD FAIRBANKS AK 99712-411

I WANT TO...

[View My Profile](#)
[Make a Payment](#)
[View My Payments](#)
[Amend a Return](#)

PERIODS

HISTORY

MESSAGES³³

LETTERS⁴⁷

ATTENTION NEEDED¹

ALL PERIODS

PERIODS REQUIRING ATTENTION

Period	Return Status			Tax	Penalty	Interest	Other	Credits	Balance	Me
31-Jan-2021	Ontime-Processed	View Return	Pay	887.41	0.00	0.00	0.00	0.00	887.41	Ma

31-Mar-2019	10-May-2019	Return Payment	1,000.00
31-Mar-2019	10-May-2019	Return Payment	198.27
31-Mar-2019	10-May-2019	Return Payment	1,000.00
31-May-2019	05-Jul-2019	Return Payment	1,000.00
31-May-2019	05-Jul-2019	Return Payment	38.85
30-Jun-2019	05-Aug-2019	Return Payment	657.54
31-Jul-2019	09-Sep-2019	Return Payment	530.85
31-Aug-2019	07-Oct-2019	Return Payment	1,000.00
31-Aug-2019	07-Oct-2019	Return Payment	242.01
31-Aug-2019	07-Oct-2019	Return Payment	1,000.00
30-Sep-2019	02-Dec-2019	Bill Payment	55.52
30-Sep-2019	12-Nov-2019	Return Payment	56.45
30-Sep-2019	12-Nov-2019	Return Payment	1,000.00
31-Oct-2019	16-Dec-2019	Return Payment	800.70
31-Oct-2019	08-Jan-2020	Bill Payment	42.76
30-Nov-2019	08-Jan-2020	Return Payment	205.30
30-Nov-2019	06-Feb-2020	Bill Payment	62.24
30-Nov-2019	08-Jan-2020	Return Payment	1,000.00
31-Dec-2019	27-Feb-2020	Bill Payment	20.56
31-Dec-2019	06-Feb-2020	Return Payment	401.40
31-Jan-2020	26-Mar-2020	Bill Payment	324.08
31-Jan-2020	26-Mar-2020	Bill Payment	1,000.00
30-Jun-2020	21-Sep-2020	Bill Payment	31.00
30-Jun-2020	11-Aug-2020	Return Payment	597.90
31-Aug-2020	08-Oct-2020	Return Payment	544.64
30-Sep-2020	16-Nov-2020	Bill Payment	1,000.00
30-Sep-2020	02-Dec-2020	Bill Payment	71.76
30-Sep-2020	16-Nov-2020	Bill Payment	369.34
31-Oct-2020	10-Dec-2020	Return Payment	524.53
30-Nov-2020	04-Feb-2021	Bill Payment	9.46
30-Nov-2020	07-Jan-2021	Return Payment	185.30
31-Dec-2020	22-Feb-2021	Bill Payment	151.19
31-Dec-2020	22-Feb-2021	Bill Payment	1,000.00
31-Dec-2020	22-Feb-2021	Bill Payment	1,000.00

68 Rows

* - To increase font size adjust your browser zoom settings

security feature, this application will time out after 20 minutes of inactivity. Your information will NOT be

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6/16/2021

To: Marijuana Licensing

GreenDreams Cultivation License# 10308 received 2 Notices of Violation between July 1, 2020 and June 30, 2021. Both violations were for tax delinquencies. We received the violations after we had already sent our tax payments but we were late and the payments were not processed before the violation was sent. Our account was settled and late fees are paid up to date as well. I provided Jason Davies with screen shots of our account with the Department of Revenue showing that it had been settled.

Thank you,

Tammy Walter

Owner

GreenDreams Cultivation

907-651-2356



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.

Licensee:	Birchie J. Walter, Tammy L. Walter, Steve Baskin	License Number:	10308		
License Type:	Limited Cultivation Facility				
Doing Business As:	GreenDreams Cultivation				
Premises Address:	680 Winch Road				
City:	Fairbanks	State:	AK	ZIP:	99712

Section 2 – Individual Information

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

Name:	Tammy Walter
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

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.

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.

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.

I, Tammy Walter, 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.

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.

Signature of licensee

Notary Public in and for the State of Alaska

Tammy Walter
Printed name of licensee

My commission expires: 1-25-25Subscribed and sworn to before me this 16 day of June, 2021.

"Official Seal"
Notary Public
Tamara Toy
State of Alaska

Commission # 210125006 Exp. es: 01/25/25



Alaska Marijuana Control Board

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License Type:	Limited Cultivation Facility				
Doing Business As:	GreenDreams Cultivation				
Premises Address:	680 Winch Road				
City:	Fairbanks	State:	AK	ZIP:	99712

Section 2 – Individual Information

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

Name:	Birchie Walter
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:

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BW

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.

BW

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

BW

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

BW

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

BW

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.

BW

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.

BW

I, Birchie Walter, 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.

BW

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.

Signature of licensee

Notary Public in and for the State of Alaska

Birchie J Walter

Printed name of licensee

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Tamara Toy
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Commission # 210125006 Exp. date: 01/25/25



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Doing Business As:	GreenDreams Cultivation				
Premises Address:	680 Winch Road				
City:	Fairbanks	State:	AK	ZIP:	99712

Section 2 – Individual Information

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

Name:	Steve Baskin
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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LB

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.

LB

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

LB

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

LB

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

LB

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.

LB

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.

LB

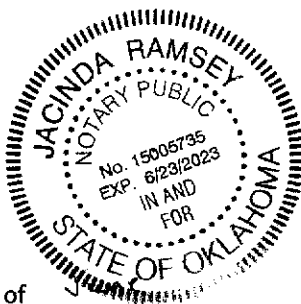
I, Steve Baskin, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official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

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Steven Baskin
Signature of licensee

Steven Baskin
Printed name of licensee



Jacinda Ramsey
Notary Public in and for the State of Alaska
OKLAHOMA

My commission expires: 6-23-2023

Subscribed and sworn to before me this 2 day of June, 2021.

LIMITED MARIJUANA CULTIVATION FACILITY LEASE AGREEMENT

THIS LEASE (the "lease") dated this 1st day of June, 2021 BETWEEN:
Steve Baskin
(the "Landlord")

Birchie Walter, Tammy Walter and Steve Baskin
(collectively and individually the "Tenant")
(individually the "Part" and collectively the "Parties")

IN CONSIDERATION OF the landlord leasing certain premises to the tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follow:

Leased Property

1. The landlord agrees to rent to the tenant the house, municipally described as 680 Winch Road, Fairbanks, AK 99712 (the "property"), for use as a Limited Marijuana Cultivation Facility premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the property without prior permission of the landlord.
3. No guests of the tenants may occupy the property for longer than one week without the prior written consent of the landlord.
4. A reasonable number of animals are allowed to be kept in or about the property. The landlord may revoke this privilege upon 30 days notice.
5. The Tenant and members of the tenant's household will not smoke anywhere in the property nor permit guests or visitors to smoke in the property. Term
6. The term of the lease is a periodic tenancy commencing at 12:00 noon on June 1, 2021 and continuing on a month to month basis until the landlord or the tenant terminate the tenancy.
7. Notwithstanding that the term of this lease commences on June 1, 2021, the tenant is entitled to possession of the property at 12:00 noon on July 28, 2022.

8. Any notice to terminate this tenancy must comply with the applicable legislation of the state of Alaska (the "Act"),

Rent

9. Subject to the provisions of this Lease, the rent for the Property is \$600.00 per month (the "Rent").
10. The Tenant will pay the Rent on or before the fifth of each and every month of the term of this Lease to the Landlord at 670 Winch Road, Fairbanks, Alaska 99712 or at such other place as the Landlord may later designate.

Inspections

11. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
12. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

- B. The Tenant will obtain written permission from the Landlord before doing any of the following: applying adhesive materials or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall.
 - b. painting, wallpapering⁹ redecorating or in any way significantly altering the appearance of the property.
- C. removing or adding walls or performing any structural alterations.
 - d. installing a waterbed(s).
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units.
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose: or
 - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Insurance

14. 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.

Attorney Fees

15. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful parties attorney fees.

Governing Law

16. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Alaska.

Severability

17. If there is a conflict between any provision of this Lease and the Act, the Act will pre-vail 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.
18. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

19. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

20. The Tenant will not assign this Lease or sublet or grant any concession or license to use the property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

21. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and use of Property

22. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
23. The Tenant will not engage in any illegal trade or activity on or about the Property.
24. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
25. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation or moisture and (he growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
26. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

27. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

28. The Tenant will obey all rules and regulations of the Landlord regarding the Property.
29. The Landlord/Lessor will not take possession of or remove marijuana from the premises. AMCO will be contacted in the event that this is necessary

Lead Warning

29. Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Address for Notice

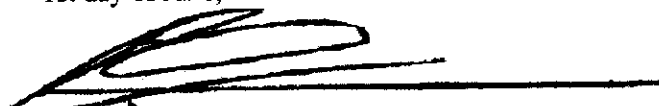
30. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
- a. Name: Birchie Walter and Tammy Walter.
 - b. Phone: 907-651-2357 or 907-651-2356
31. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
- a. Name: Steve Baskin.
 - b. Address: 670 Winch Road, Fairbanks, Alaska 99712.
- The contact information for the Landlord is:
- c. Phone: 907-978-6184


General Provisions

32. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
33. 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 rights under this Lease in respect or any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

34. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
35. 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 recovered by the Landlord as rental arrears.
36. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each others acts, omissions and liabilities pursuant to this Lease.
37. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
38. The Tenant will be charged an additional amount of \$25.00 for each NSF. check or checks returned by The Tenants financial situation.
39. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this lease. Words in the singular mean and include the plural vice versa.
Words in the masculine mean and include the feminine and vice versa.
40. This lease may be executed in counterparts. Facsimile signatures are binding and considered to be the original signatures.
- 41 , This lease constitutes the entire agreement between the parties.
- 42 During the last 30 days of this lease the landlord or the landlord agents will have the privilege of displaying the usual 'For Sale' or 'For Rent or 'Vacancy signs on the property. 43 Time is of the essence in this lease.

IN WITNESS HEREOF Birchie Walter and Tammy Walter and Steve Baskin duly affixed their signatures this 1st day of June, 2021.


Tenant


Tenant


Landlord Steven Baskin

PARTNERSHIP AGREEMENT

THIS ~~PARTNERSHIP AGREEMENT~~ (the "Agreement") made and entered into this 28th day of July, 2016 (the "Execution Date"),

AMONGST :

Birchie Walter of 670 Winch Road, Fairbanks, Alaska, 99712,
Tammy Walter of 670 Winch Road, Fairbanks, Alaska, 99712, and
Steve Baskin of 670 Winch Road, Fairbanks, Alaska, 99712
(individually the "Partner" and collectively the "Partners").

BACKGROUND:

- A. The Partners wish to associate themselves as partners in business.
- B. This Agreement sets out the terms and conditions that govern the Partners within the Partnership.

INCONSIDERATION OF and as a condition of the Partners entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

Formation

1. By this Agreement the Partners enter into a general partnership (the "Partnership") in accordance with the laws of the State of Alaska. The rights and obligations of the Partners will be as stated in the applicable legislation of the State of Alaska (the 'Act') except as otherwise provided here.
2. The firm name of the Partnership will be: GreenDreams Cultivation.
3. The purpose of the Partnership will be: Limited Marijuana Cultivation Facility.

Term

4. The Partnership will begin on July 28th, 2016 and will continue until terminated as provided in this Agreement.

5. Each partner has equal partnership percentages:

Birchie J. Walter 33.33%

Tammy L. Walter 33.33%

Steve Baskin 33.33%

Page I of 14

Partnership

Place of Business

6. The principal office of the business of the Partnership will be located at 680 Winch Road, Fairbanks, Alaska, 99712 or such other place as the Partners may from time to time designate.

Capital Contributions

7. Each of the Partners has contributed to the capital of the Partnership, in cash or property in agreed upon value, as follows (the "Capital Contribution"):

	Contribution Description	Agreed
Birchie Walter		\$0.00 USD
Tammy Walter		\$0.00 USD
Steve Baskin		\$0.00 USD

8. All Partners will contribute their respective Capital Contributions fully and on time.

| | of

9. No Partner will withdraw any portion of their Capital Contribution without the express written consent of the remaining Partners.

Additional Capital

10. Capital Contributions may be amended from time to time, according to the requirements of the Partnership provided that the interests of the Partners are not affected, except with the unanimous consent of the Partners. No Partner will be required to make Additional Capital Contributions.

Whenever additional capital is determined to be required and an individual Partner is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by Partnership business obligations, remaining Partners may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of profits or losses among all the Partners will be adjusted to reflect the aggregate change in Capital Contributions by the Partners.

11. Any advance of money to the Partnership by any Partner in excess of the amounts provided for in this Agreement or subsequently agreed to as Additional Capital Contribution will be deemed a debt due from the Partnership and not an increase in Capital Contribution of the Partner. This

Accounts

liability will be repaid with interest at rates and times to be determined by a majority of the Partners within the limits of what is required or permitted in the Act. This liability will not entitle the lending Partner to any increased share of the Partnership's profits nor to a greater voting power. Such debts may have preference or priority over any other payments to Partners as may be determined by a majority of the Partners.

11. An individual capital account (the "Capital Accounts") will be maintained for each Partner and their Initial Capital Contribution will be credited to this account. Any Additional Capital Contributions made by any Partner will be credited to that Partner's individual Capital Account.

Interest on Capital

12. No borrowing charge or loan interest will be due or payable to any Partner on their agreed Capital Contribution inclusive of any agreed Additional Capital Contributions.

Financial Decisions

13. Decisions regarding the distribution of profits, allocation of losses, and the requirement for Additional Capital Contributions as well as all other financial matters will be decided by a majority vote of the Partners.

Profit and Loss

14. Subject to any other provisions of this Agreement, the net profits and losses of the Partnership, for both accounting and tax purposes, will accrue to and be borne by the Partners in equal proportions (the "Profit and Loss Distribution").

Books of Accounts

15. Accurate and complete books of account of the transactions of the Partnership will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Partner. The books and records of the Partnership will reflect all the Partnership's transactions and will be appropriate and adequate for the business conducted by the Partnership.

Reports

16. As soon as possible after the close of each fiscal year, the Partnership will furnish to each Partner an annual report showing a full and complete account of the condition of the Partnership. This report will consist of at least the following documents;

Partnership.

- a. A statement of all information as will be necessary for the preparation of each Partner's income or other tax returns;
- b. A copy of the Partnership's federal income tax returns for that fiscal year;
- C. Supporting income statement:
- d. A balance sheet:
- e. A cash flow statement;
- f. A breakdown of the profit and loss attributable to each Partner; and
- g. Any additional information that the Partners may require.

Bulking		Amds
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17. The funds of the Partnership will be placed in such investments and banking accounts as will be designated by the Partners. All withdrawals from these bank accounts will be made by the duly authorized agent or agents of the partners as agreed by unanimous consent of the Partners. Partnership funds will be held in the name of the Partnership and will not be commingled with those of any other person or entity.

Fiscal Yea

18. The fiscal year will end on the 31st day of December of each year.

Audit

19. Any of the Partners will have [he right to request an audit of the Partnership books. The cost of the audit will be borne by the Partnership. The audit will be performed by an accounting firm acceptable to all the Partners. Not more than one (1) audit will be required by any or all of the Partners for any fiscal year.

Management

20. Except as all of the Partners may otherwise agree in writing, all actions and decisions respecting management, operation and control of the Partnership and its business will be decided by a majority vote of the Partners.

~~Partnership Agreement~~

Contract Binding Authority

21. All actions and decisions with respect to binding the Partnership in contract requires the consent of a majority of the Partners.

Tax Matters Partner

22. The tax matters partner will be (the "Tax Matters Partner"). The Tax

Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Partnership and make any related elections that the Partners deem advisable.
23. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority vote of the other Partners. In the event of a withdrawal of the Tax Matters Partner from the Partnership, the remaining Partners will appoint a successor as soon as practicable.

Meetings

24. Regular meetings of the Partners will be held only as required.
25. Any Partner can call a special meeting to resolve issues that require a vote, as indicated by this Agreement, by providing all Partners with reasonable notice. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held.
26. All meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all Partners.

New Partners

27. No new Partners may be admitted into the Partnership.

Transfer of Partnership Interest

28. A Partner may assign their distribution interest in the Partnership and its assets. This transfer will only include that Partner's economic rights and interests and will not include any other rights of that Partner nor will it include an automatic admission as a Partner of the Partnership or the right to exercise any management or voting interests. A Partner who assigns any or of their partnership Partnership Agreement Page 6 of 14 interest to any third party will relinquish their status as Partner including all management and voting rights. Assignment of Partner status, under this clause, including any management and voting interests, will require the consent of all the remaining Partners.

Voluntary Withdrawal of a Partner

Withdrawal of a Partner

29. Any Partner will have the right to voluntarily withdraw from the Partnership at any time. Written notice of intention to withdraw must be served upon the remaining Partners at least six (6) months prior to the withdrawal date.
30. Except as otherwise provided elsewhere in this Agreement, the voluntary withdrawal of a Partner will have no effect upon the continuance of the Partnership business.
- 31s In the event that a Partner's interest in the Partnership is to be sold, the remaining Partners have a right of first purchase on that interest. If any of the remaining Partners elect to purchase the interest of the Dissociated Partner, those Partners will serve written notice of such election upon the Dissociated Partner within thirty (30) days after receipt of the Dissociated Partner's notice of intention to withdraw, including the purchase price and method and schedule of payment for the Dissociated Partner's interest. The purchase amount of any buyout of the Dissociated Partner's interest will be determined as outlined in the Valuation of Interest section of this Agreement.
32. A Dissociated Partner will only exercise the right to withdraw in good faith and will act to minimize any present or future harm done to the remaining Partners as a result of the withdrawal.

Withdrawal of a Partner

33. Events resulting in the involuntary withdrawal of a Partner from the Partnership will include but not be limited to: death of a Partner; Partner mental incapacity; disability preventing reasonable participation in the Partnership; Partner incompetence; breach of fiduciary duties by a Partner; criminal conviction of a Partner; Expulsion of a Partner; Operation of Law against a Partner; or any act or omission of a Partner that can reasonably be expected to bring the business or societal reputation of the Partnership into disrepute.
34. Except as otherwise provided elsewhere in this Agreement, the involuntary withdrawal of a Partner will have no effect upon the continuance of the Partnership business.
35. In the event that a Partner's interest in the Partnership is to be sold, the remaining Partners have a right of first purchase on that interest. If any of the remaining Partners elect to purchase the interest of the Dissociated Partner, those Partners will serve written notice of such election, including the purchase price and method and schedule of payment upon the Dissociated Partner, their executor,

administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the Disassociated Partner. The

purchase amount of any buyout of a Partner's interest will be determined as outlined in the Valuation of Interest section of this Agreement.

36. A trustee in bankruptcy or similar third party who may acquire that Dissociated Partner's interest in the Partnership will only acquire that Partners economic rights and interests and will not acquire any other rights of that Partner or be admitted as a Partner of the Partnership or have the right to exercise any management or voting interests.

Dissociation of a Partner

37. Where the remaining Partners have purchased the interest of a Dissociated Partner, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal.
38. The Partnership will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Partnership.
39. Where the voluntary or involuntary withdrawal of a Partner results in only one Partner remaining or where no buyer is found to purchase the interest of the Dissociated Partner then the Partnership will proceed in a reasonable and timely manner to dissolve the Partnership, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
40. The remaining Partners retain the right to seek damages from a Dissociated Partner where the dissociation resulted from a malicious or criminal act by the Dissociated Partner or where the Dissociated Partner had breached their fiduciary duty to the Partnership or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Partnership or to the reputation of the Partnership.
41. On any purchase and sale of a Partnership interest, a Dissociated Partner will only have liability for Partnership obligations that were incurred during their time as a Partner. Immediately upon the sale of a withdrawing Partner's interest, the Partnership will prepare, file, serve, and publish all notices required by law to protect the withdrawing Partner from liability for future Partnership obligations.

Dissolution

42. Except as otherwise provided in this Agreement, the Partnership may be dissolved only with the unanimous consent of all Partners

of Property on Dissolution of

43. _ In the event of the dissolution of the Partnership, each Partner will share equally (the "Dissolution Distribution") in any remaining assets or liabilities of the Partnership.
44. Upon Dissolution of the Partnership and liquidation of Partnership Property, and payment or all selling costs and expenses, the liquidator will distribute the Partnership assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Partnership obligations to current Partners;
 - b. in satisfaction of Partnership debt obligations to current Partners: and then
 - C. to the Partners according to the Dissolution Distribution described above.
45. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Partnership assets after liabilities or any insufficiency in Partnership assets in resolving liabilities under this section will be shared by the Partners according to the Dissolution Distribution described above.

In the absence of a written agreement setting a value, the value of the Partnership will be based on the fair market value appraisal of all Partnership assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Partners. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Partners. A withdrawing Partner's interest will be based on that Partner's proportion of the Dissolution Distribution described above, less any outstanding liabilities the withdrawing Partner may have to the Partnership. The intent of this section is to ensure the survival of the Partnership despite the withdrawal of any individual Partner.

46. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Partnership books immediately prior to valuation.

Goodwill

47. The goodwill of the Partnership business will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GMP).

Title to Partnership Property

48. Title to all Partnership Property will remain in the name of the Partnership. No Partner or group of Partners will have any ownership interest in such Partnership Property in whole or in part.

49. Any vote required by the Partnership will be assessed where each Partner receives one vote carrying equal weight.

Force Majeure

50. A Partner will be free of liability to the Partnership where the Partner is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable even where the Partner has communicated the circumstance of said event to any and all other Partners and taken any and all appropriate action to mitigate said event.

Duty of Loyalty

51. No Partner will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Partnership or that would be in direct conflict of interest to the Partnership without the unanimous written consent of the remaining Partners. Any and all businesses, ventures or transactions with any appearance of conflict of interest must be fully disclosed to all other Partners. Failure to comply with any of the terms of this clause will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.

52. A withdrawing Partner will not carry on a similar business to the business of the Partnership within any established or contemplated market regions of the Partnership for a period of at least one (1) year after the date of withdrawal.

Duty of Accountability for Private Profits

53. Each Partner must account to the Partnership for any benefit derived by that Partner without the consent of the other from any transaction concerning the Partnership or any use by that Partner of the Partnership property, name or business connection. This duty continues to apply to

any transactions undertaken after the Partnership has been dissolved but before the affairs of the Partnership have been completely wound up by the surviving Partner or Partners or their agent or agents.

Duty to Devote Time

- SS Each Partner will devote such time and attention to the business of the Partnership as the majority of the Partners will from time to time reasonably determine for the conduct of the Partnership business.

Actions Required ~~Unanimous Consent of the Partners~~

56. The following list of actions will require the unanimous consent of all Partners:
- a. Assigning check signing authority;
 - b. Firing of any employee except in the case of gross misconduct that exposes the Partnership to possible liability;
 - c. Waiving or releasing any Partnership claim except for full consideration; and
 - d. Endangering the ownership or possession of Partnership property.
57. Any losses incurred as a result of a violation of this section will be charged to and collected from the individual Partner that acted without unanimous consent and caused the loss.

Forbidden

58. No Partner may do any act in contravention of this Agreement.
59. No Partner may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Partner in the Partnership.
60. No Partner may do any act that would make it impossible to carry on the ordinary business of the Partnership.
61. No Partner may confess a judgement against the Partnership.
-

62. No Partner will have the right or authority to bind or obligate the Partnership to any extent with regard to any matter outside the intended purpose of the Partnership.
63. Any violation of the above Forbidden Acts will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.

Indemnification

64. All Partners will be indemnified and held harmless by the Partnership from and against any and all claims of any nature, whatsoever, arising out of a Partner's participation in Partnership affairs. A Partner will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Partner or the breach by the Partner of any provisions of this Agreement.

Liability

65. A Partner will not be liable to the Partnership, or to any other Partner, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement or the Partnership.

Liability Insurance

66. The Partnership may acquire insurance on behalf of any Partner, employee, agent or other person engaged in the business interest of the Partnership against any liability asserted against them or incurred by them while acting in good faith on behalf of the Partnership.

Life Insurance

67. The Partnership will have the right to acquire life insurance on the lives of any or all of the Partners, whenever it is deemed necessary by the Partnership. Each Partner will cooperate fully with the Partnership in obtaining any such policies of life insurance.

Amendments

68. This Agreement may not be amended in whole or in part without the unanimous written consent of all Partners.

Jurisdiction

69. The Partners submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Definitions

70. For the purpose of this Agreement, the following terms are defined as follows:

- a. "Additional Capital Contributions" means Capital Contributions, other than Initial Capital Contributions, made by Partners to the Partnership.
- b. "Capital Contribution" means the total amount of cash or Property contributed to the Partnership by any one Partner,
- c. "Dissociated Partner" means any Partner who is removed from the Partnership through a voluntary or involuntary withdrawal as provided in this Agreement.
- d. "Expulsion of a Partner" can occur on application by the Partnership or another Partner, where it has been determined that the Partner:
 - i. Has engaged in wrongful conduct that adversely and materially affected the Partnership's business;
 - n. Has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Partnership or to the other Partners; or
 - 111. Has engaged in conduct relating to the Partnership's business that makes it not reasonably practicable to carry on the business with the Partner.
- e. "Initial Capital Contribution" means Capital Contributions made by any Partner to acquire an interest in the Partnership.
- f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

Miscellaneous

71. Time is of the essence in this Agreement.

72. This Agreement may be executed in counterparts.

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73. 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 gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
74. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
75. This **Agreement** contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
76. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Partner's successors, assigns, executors, administrators, beneficiaries, and representatives.
77. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
78. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 28th day of July, 2016.

SIGNEd, SEALED, AND DELIVERED in the
presence of:

Witness: _____ (Sign)



Witness:

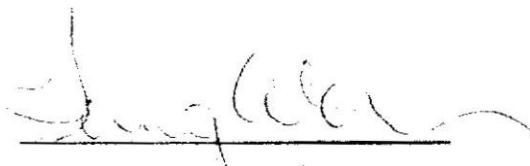
Witness Name: Birchie Walter Parmer

SIGND, SEALED, AND DELIVERED in the presence of:

Witness: (Sign)

Witness

Name: Tammy Walter Partner



SIGNED, SEALED, AND **DELIVERED**

in the presence of:

Witness: _____ (Sign)



Witness Name: Steve Baskin Partner
