



Public Notice

Application for Marijuana Establishment License

License Number: 10958

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: GREEN LIFE SUPPLY LLC

Business License Number: 1041284

Email Address: greenlifealaska@gmail.com

Latitude, Longitude: 64.819854, -147.712815

Physical Address: 511 30th ave.
Fairbanks, AK 99701
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10040751

Alaska Entity Name: Green Life Supply, LLC

Phone Number: 907-795-0515

Email Address: greenlifealaska@gmail.com

Mailing Address: 511 30th Ave.
fairbanks, AK 99701
UNITED STATES

Entity Official #1

Type: Individual

Name: Dayton MacCallum

Phone Number: 907-322-5310

Email Address: dmaccustoms@yahoo.com

Mailing Address: 810 College Rd.
Fairbanks, AK 99701
UNITED STATES

Entity Official #2

Type: Individual

Name: Nathan Davis

Phone Number: 907-795-0515

Email Address: greenlifealaska@gmail.com

Mailing Address: 511 30th Ave
Fairbanks, AK 99701
UNITED STATES

Entity Official #3

Type: Individual

Name: Jameson Johnson

Phone Number: 907-350-8199

Email Address: kodiak.johnson@yahoo.com

Mailing Address: 525 Sprucewood Rd.
fairbanks, AK 99709
UNITED STATES

Note: No affiliates entered for this license.

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

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

POSTING DATE _____

Alcohol & Marijuana Control Office

License Number: 10958

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: GREEN LIFE SUPPLY LLC

Business License Number: 1041284

Designated Licensee: Nathan Davis

Email Address: greenlifealaska@gmail.com

Local Government: Fairbanks (City of)

Local Government 2:

Community Council:

Latitude, Longitude: 64.819854, -147.712815

Physical Address: 511 30th ave.
Fairbanks, AK 99701
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10040751

Alaska Entity Name: Green Life Supply, LLC

Phone Number: 907-795-0515

Email Address: greenlifealaska@gmail.com

Mailing Address: 511 30th Ave.
fairbanks, AK 99701
UNITED STATES

Entity Official #1

Type: Individual

Name: Dayton MacCallum

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-322-5310

Email Address: dmaccustoms@yahoo.com

Mailing Address: 810 College Rd.
Fairbanks, AK 99701
UNITED STATES

Entity Official #2

Type: Individual

Name: Nathan Davis

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-795-0515

Email Address: greenlifealaska@gmail.com

Mailing Address: 511 30th Ave
Fairbanks, AK 99701
UNITED STATES

Entity Official #3

Type: Individual

Name: Jameson Johnson

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-350-8199

Email Address: kodiak.johnson@yahoo.com

Mailing Address: 525 Sprucewood Rd.
fairbanks, AK 99709
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.

Licensee:	Green Life Supply LLC	License Number:	10958		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Green Life Supply LLC				
Premises Address:	511 30th Ave				
City:	Fairbanks	State:	Alaska	ZIP:	99701

Section 2 – Individual Information

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

Name:	Nathan Davis
Title:	Managing Member

Section 3 – Violations & Charges

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

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

Initials



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, 2019 and June 30, 2020.



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

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]

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]

Signature of licensee

[Handwritten signature: Kaitlyn A Stansberry]

Notary Public in and for the State of Alaska

[Handwritten name: Nathan Davis]

Printed name of licensee

My commission expires: 07/29/2023

Subscribed and sworn to before me this 17 day of August, 2020.

**NOTARY PUBLIC
KAITLYN A STANSBERRY
STATE OF ALASKA**



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:	Green Life Supply LLC	License Number:	10958
License Type:	Standard Marijuana Cultivation		
Doing Business As:	Green Life Supply LLC		
Premises Address:	511 30th Ave		
City:	Fairbanks	State:	Alaska
		ZIP:	99701

Section 2 – Individual Information

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

Name:	Dayton MacCallum
Title:	Member

Section 3 – Violations & Charges

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

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

Initials

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, 2019 and June 30, 2020.

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

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).

Initials



Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

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

Initials

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

DM

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.

DM

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

DM

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

DM

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

DM

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.

DM

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.

DM

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]

Signature of licensee

Kaitlyn A Stansberry

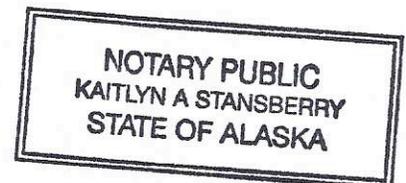
Notary Public in and for the State of Alaska

Dylan MacCallum

Printed name of licensee

My commission expires: 07/29/2023

Subscribed and sworn to before me this 17 day of August, 2020.





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:	Green Life Supply LLC	License Number:	10958		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Green Life Supply LLC				
Premises Address:	511 30th Ave.				
City:	Fairbanks	State:	Alaska	ZIP:	99701

Section 2 – Individual Information

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

Name:	Jameson Johnson
Title:	Member

Section 3 – Violations & Charges

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

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

Initials

JJ

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.

JJ

I certify that a notice of violation has **not** been issued to this license between July 1, 2019 and June 30, 2020.

JJ

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).

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Form MJ-20: Renewal Application Certifications

Section 4 - Certifications

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

Initials

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

JJ

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.

JJ

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

JJ

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

JJ

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

JJ

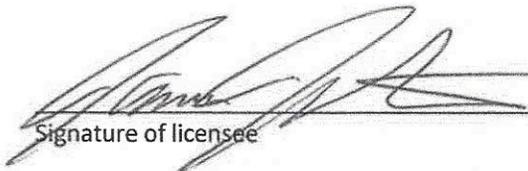
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

JJ

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.

JJ

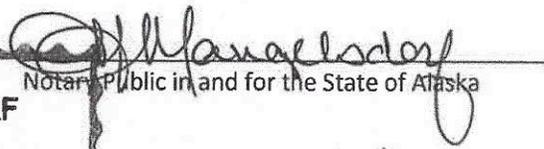
As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide 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

Jameson Johnson

Printed name of licensee

Notary Public
A.F. MANGELSDORF
State of Alaska
My Commission Expires Dec. 4, 2021


Notary Public in and for the State of Alaska

Commission expires: 12/4/21

Subscribed and sworn to before me this 17 day of June, 2020.

**ADDENDUM TO COMMERCIAL LEASE AGREEMENT
DATED DECEMBER 28, 2015**

WHEREAS Lessor **CCM Investments, LLC** ("Landlord") and Lessee **Nathan Abbott Davis** ("Tenant") entered into a Commercial Lease Agreement (the "Agreement") dated December 28, 2015, concerning real property and improvements located at 511 30th Avenue in Fairbanks, Alaska 99701, and with a legal description of:

Lot One "A" (1A), Rees Subdivision, according to Plat No. 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska

AND WHEREAS said Tenant has assigned Tenant's rights pursuant to the Commercial Lease Agreement by Assignment and Sub-Lease to **Green Life Supply, LLC**, an Alaska Limited Liability Company, dated December 9, 2016; and

WHEREAS Landlord and Tenant desire to modify and amend certain portions of said Commercial Lease Agreement, and Sub-Lessee **Green Life Supply, LLC** acknowledges and consents to such modifications;

NOW THEREFORE, Landlord, Tenant, and Sub-Lessee, hereby agree to the following amendments and modifications of paragraph 3 and paragraph 25 in said Commercial Lease Agreement:

3. **Use of Property.** Tenant shall use the Property for the following limited purpose, and for no other purpose without the prior written consent of the Landlord: commercial cannabis grow operation and production of marijuana products, **to include the cultivation, production and retail sales of such products**, subject to the terms and conditions of this Lease. Tenant shall be responsible for securing any necessary permits, licenses or other approvals necessary to operate its business. Landlord's consent to other business uses of the Property by Tenant shall not be unreasonably withheld.

25. **Landlord's Remedies.** Landlord expressly agrees that, notwithstanding one or more defaults in any of the terms of the Commercial Lease Agreement, **in no event shall Landlord shall have any right to take possession of or remove any marijuana or marijuana-containing products of any kind from the leased premises. In the event that it becomes necessary for the landlord to take possession of or remove any marijuana or marijuana-containing products from the leased premises, the Alaska Marijuana Control Office (AMCO) shall be contacted immediately.**

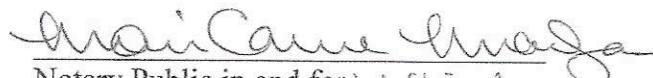
By signatures below, Landlord CCM Investments, LLC, Tenant Nathan Abott Davis, and Sub-Lessee Green Life Supply, LLC, hereby consent to the above modifications and amendments to paragraph 3 and paragraph 25 of the Commercial Lease Agreement dated December 28, 2015. All three parties also agree that this Addendum completely replaces and supersedes the "Addendum to Commercial Lease Agreement" that was executed by the same parties on December 9, 2016.

LESSOR/LANDLORD – CCM Investments, LLC

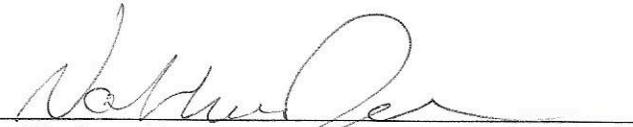
By: 
Catherine H. Miller / Managing Member

The foregoing was acknowledged before me this 31st day of July 2018, 2018, by **Catherine H. Miller**, as **Managing Member** of **CCM Investments, LLC**, an Alaska Limited Liability Company, and with authority to execute the same.




Notary Public in and for Washington
My commission expires: 09-01-2021

LESSEE/TENANT: Nathan Abott Davis

By: 
Nathan Abott Davis

SUB-LESSEE: Green Life Supply, LLC

By: 
Nathan Abott Davis / Managing Member

The foregoing was acknowledged before me this 1st day of August, 2018, by **Nathan Abott Davis**, both individually and as **Managing Member** of **Green Life Supply, LLC**, and with authority to execute the same on behalf of Green Life Supply, LLC.




Notary Public in and for Alaska
My commission expires: June 23, 2021

COMMERCIAL LEASE AGREEMENT

This Lease Agreement is made and entered into on the 28 day of December, 2015, by and between CCM Investments, LLC (the "Landlord") and Nathan Abott Davis (the "Tenant").

Agreement

NOW THEREFORE, in consideration of the promises and conditions hereinafter contained, the parties agree as follows:

1. Identification of Property. Landlord owns the real property, building (consisting of approximately 17,965 square feet), and improvements located at 511 30th Ave., Fairbanks, Alaska, 99701, consisting of one lot, more particularly described as follows:

Lot One "A" (1A), Rees Subdivision, according to Plat 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

As used in this Lease, the term "Property" shall mean that property identified in this Section 1.

2. Lease of Property. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Property, subject to the terms and conditions of this Agreement.
3. Use of Property. Tenant shall use the Property for the following limited purpose, and for no other purpose without the prior written consent of the Landlord: commercial cannabis grow operation and production of marijuana products, subject to the terms and conditions of this Lease. Tenant shall be responsible for securing any necessary permits, licenses and other approvals necessary to operate its business. Landlord's consent to other business uses of the Property by Tenant shall not be unreasonably withheld.
4. Term. This Lease shall be for a term of sixty (60) months, starting 12:00 a.m. midnight on January 1, 2016 and ending 11:59 p.m. on December 31, 2020. The Tenant shall have one option to extend the term of this Lease for a period of sixty (60) months; provided that Tenant is in good standing under the terms of this Lease at all times prior to December 31, 2020. Tenant may exercise this option by delivering written notice of Tenant's intention to extend the term of this Lease to Landlord on or before June 30, 2020. In the event Tenant does not deliver written notice of Tenant's intention to extend the term of this Lease on or before June 30, 2020, or Tenant has defaulted on the terms of this Lease at any time, Tenant's option to extend the term of this Lease shall lapse. All the provisions of this Lease shall apply to the initial term and any extension of the initial term, unless otherwise agreed by the parties in writing.
5. Rent and Security Deposit.
 - a. For the lease of the Property, the Tenant shall pay to Landlord the sum of EIGHT THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND FIFTY CENTS (\$8,982.50) per month during the initial term of the Lease as rent. In the event Tenant elects to extend the term of this Lease pursuant to Section 4, the rent for each year of the extended term shall be one hundred and six percent (106%) of the immediately preceding year.

Commercial Lease Agreement
511 30th Ave., Fairbanks, Alaska, 99701

1



- b. Landlord shall not charge Tenant rent for January, 2016. Rent shall be paid on February 1, 2016, and the first day of every month thereafter during the term of the Lease.
 - c. The rent that is due for any partial-calendar month of this Lease shall be prorated by dividing the monthly rent by thirty (30) to get a daily rental rate and then multiplying the daily rental rate by the number of days the Lease is effective in the partial calendar month.
 - d. If the full monthly rent is not received on or before the fifth (5th) day after payment is due, then the Tenant shall pay an additional amount as a late-charge equal five percent (5%) of the outstanding remaining balance. The assessment of a late charge shall be deemed to be additional rent due under this Agreement.
 - e. In addition to the rent set forth in this Section, Tenant shall pay Landlord an amount equal to EIGHT THOUSAND FIVE HUNDRED DOLLARS and no/100 (\$8500.00) as a security deposit. The security deposit shall serve as security for the full and faithful performance by the Tenant of all the obligations and terms of this Lease to be performed by Tenant. Landlord may use part or all of the security deposit to fulfill Tenant's obligations to Landlord at any time Tenant is in Default (defined in Section 24) or otherwise violated the terms of this Lease. Tenant shall replenish the security deposit within 10 days after Landlord has provided Tenant notice of Landlord's use of the security deposit. Landlord is not obligated to accept the security deposit as rent. Any remaining balance of the security deposit shall be returned to Tenant within 30 days after the termination of this Lease; provided that if Tenant exercises its option to purchase the Property pursuant to Section 26 of this Lease, the security deposit shall be applied to the purchase price on the Property as earnest money. In the event of a sale of the Property to a third party, Landlord shall have the right to transfer the security Deposit to the third party buyer or refund the deposit in Landlord's discretion. If Landlord transfers the security deposit to the third party buyer, the Landlord shall be released of any liability for the return of the security deposit to the Tenant. Landlord shall not be required to segregate the security deposit from its other funds and shall be entitled to any income related to the security deposit during the time it is held by Landlord.
6. Holdover. Unless Landlord expressly agrees otherwise in writing, Tenant shall pay Landlord one hundred and fifty percent (150%) of the amount of rent then applicable prorated on a per diem basis for each day Tenant shall fail to vacate or surrender possession of the Property or any part thereof after expiration or earlier termination of this Lease, together with all damages sustained by Landlord on account thereof. Tenant shall pay such amounts on demand, and, in the absence of demand, monthly in advance. The foregoing provisions, and Landlord's acceptance of any such amounts, shall not serve as permission for Tenant to hold-over, nor serve to extend the Term (although Tenant shall remain a tenant-at-sufferance bound to comply with all provisions of this Lease). Landlord shall have the right at any time after expiration or earlier termination of this Lease, or Tenant's right to possession, to reenter and possess the Property and remove all property and persons therefrom, and Landlord shall have such other remedies for holdover as may be available to Landlord under other provisions of this Lease or applicable Laws.

7. Triple Net Lease. This Lease is what is commonly referred to as a "Net, Net, Net Lease" (or triple-net lease) it being understood that Landlord shall receive the rent set forth in Section 5 free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Property. In addition to the rent reserved by Section 5, Tenant shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs and any other charges, costs and expenses which arise from the Property or may be contemplated. All such charges, costs and expenses shall constitute additional rent, and upon the failure of Tenant to pay any such costs, charges or expenses including, without limitation, utilities pursuant to Section 9 and taxes and assessments pursuant to Section 10, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent. It is the intention of the parties except as expressly provided herein that this Lease shall not be terminable for any reason by Tenant and that Tenant shall in no event be entitled to any abatement of, or reduction in, rent payable under this lease, except as otherwise expressly provided herein. Any present or future law to the contrary shall not alter this agreement of the parties.
8. Maintenance and Repairs.
- a. Tenant shall maintain and repair the Property so that it remains in as good condition as presently exists, normal wear and tear excepted. All such repairs, maintenance, or replacements shall be of good quality. Tenant shall hold Landlord harmless from any claims, liens, or encumbrances which may be created or attached to the Property because of such repairs, maintenance or replacements.
 - b. Tenant shall commit no waste of any kind in or about the leased Property, and Tenant shall pay for all damage to the Property, as well as damage to other occupants, caused by Tenant's misuse or neglect of the Property.
 - c. Tenant shall be responsible for any and all maintenance and repairs attributable to damage by Tenant's invitees or agents and to obstructions or objects deliberately or inadvertently introduced or placed in the fixtures, lines or equipment by Tenant, its employees, agents, licensees or invitees, and shall not be deducted from rent payments.
 - d. Tenant shall be responsible for any damage done to the Property or building as a result of robberies, break-ins, and burglaries.
 - e. Landlord shall not have any obligation to make any repairs or maintenance to the Property or the building on the Property; provided that Landlord shall maintain the roof of the building.
 - f. Landlord shall not be responsible or liable at any time for any loss or damages to Tenant's equipment, fixtures or other personal property or to Tenant's business.
 - g. Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damages to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying other portions of the Property.

- h. Tenant is taking the Property "AS IS" with all faults. Landlord shall not be responsible or liable for: (a) any condition of the Property, or for any defect, latent or otherwise, in the Property or the improvements situated on the Property, or any of the equipment, machinery, utilities, appliances or appurtenances therein, (b) for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, steam, or snow or ice, running or the overflow of water or sewerage in any part of said Property, the building or the surrounding area, or for any injury or damage caused by or resulting from acts of God or the elements, or (c) any injury or damage caused by or resulting from any defect in the occupancy, construction, operation or use of any of the leased Property, building, machinery, apparatus or equipment by any occupant of the Property, unless Landlord itself is grossly negligent.
 - i. If Tenant fails to maintain the Property as provided in this Section 8, Landlord may make demand upon Tenant to make any such repairs as required, or give to Landlord such security as Landlord has reasonably requested to assure that repairs will be made in a reasonable time, within five (5) days of Landlord's demand. If Tenant fails to make such repairs, or provide Landlord such security as contemplated in the preceding sentence, within five (5) days of Landlord's demand, Landlord may make such repairs and charge the cost thereof to Tenant, which amount shall be paid by Tenant upon demand.
 - j. The landlord shall have the unilateral right to evaluate and inspect the Property at any time, after reasonable notice to Tenant and in compliance with any applicable law, for proper Maintenance and Repairs by the Tenant.
9. Utilities and Services. Tenant shall pay on time and hold Landlord free and harmless from any bills or assessments for light, heat, water, gas, electric, telephone, internet, refuse, sewer rentals or charges, and any other expenses arising out of or incidental to the occupancy of the Property. No full or partial utility deprivation including, but not limited to, blackout, brownout, or rationing shall give rise to any abatement of rent nor give any right of Tenant to terminate the Lease. Tenant shall provide janitorial service for the Property as required by Landlord.
10. Taxes and Assessments. As additional rent, Tenant agrees and covenants to pay directly to the proper governmental agency, on or before the date each installment becomes due and payable, an amount equal to all property taxes including but not limited to:
- a. the property taxes, and all other taxes including commercial taxes and other similar taxes levied against or pertaining to the Property, excepting income taxes, which become due and payable during the term of this Lease, and
 - b. all installments of general, special, ordinary or extraordinary assessments including statutory interest, if any.
11. Condition of the Property. Tenant hereby acknowledges that it has viewed the Property and will accept the Property in its present condition.
12. Possession. Landlord shall deliver possession of the Property to Tenant upon the commencement of the term, free and clear of all tenants and occupants having rights inconsistent with the rights of

Tenant. At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall vacate and surrender possession of the entire Property in good, neat and clean order and well-maintained condition, ordinary wear and tear excepted, shall surrender all keys and key cards, and any parking transmitters, stickers or cards, to Landlord, and shall remove all personal property and trade fixtures that may be readily removed without damage to the Property. All improvements, fixtures and other items installed by Tenant or Landlord under or with respect to this Lease, shall be the property of Tenant during the Term of this Lease, but at the expiration or earlier termination of this Lease all such improvements, fixtures and other items shall become Landlord's property, and shall remain upon the Property (unless Landlord elects otherwise), all without compensation, allowance or credit to Tenant, except as otherwise provided in Section 16a. Tenant shall restore the Property to the condition prior to the installation of such items in a good and workmanlike manner. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Property required hereunder, Landlord may do so and Tenant shall pay Landlord's charges therefor upon demand. All property removed from the Property by Landlord pursuant to any provisions of this Lease or any Law may be handled or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All property not removed from the Property or retaken from storage by Tenant within thirty (30) days after expiration or earlier termination of this Lease or Tenant's right to possession, shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. Unless prohibited by applicable Law, Landlord shall have a lien against such property for the costs incurred in removing and storing the same. Tenant hereby waives any statutory notices to vacate or quit the Property upon expiration of this Lease.

13. Damage or Destruction. If the Property is totally or partially damaged or destroyed from fire or from any other event during the Term of this Lease, then Tenant shall repair, restore and rebuild the Property in accordance with applicable building and zoning codes at the time of rebuilding to substantially the same condition immediately prior to such damage or destruction and this Lease shall remain in full force and effect. However, that Tenant shall have the right, with the consent of Landlord (which shall not be unreasonably withheld) to replace the Property with a different structure so long as (a) the value of the Property with such structure is no less than the value of the Property immediately prior to the date of casualty and no less than the square footage shown in Section 1 of this Lease, and (b) the new structure can be built and occupied under the then applicable laws, codes, ordinances, and zoning restrictions. Such repair, restoration and rebuilding (all of which are herein called "repair") shall be commenced within a reasonable time however no more than 90 days after such damage or destruction has occurred and permits necessary to authorize such rebuilding have been issued, and shall be diligently pursued to completion.
- a. Insurance Proceeds. The proceeds of any insurance maintained under Section 15 hereof shall be made available to Tenant for payment of costs and expense of repair, provided however, that such proceeds may be made available to Tenant, subject to reasonable conditions, including, but not limited to architects' certification of cost, retention of percentage of such proceeds pending recordation of a notice of completion and a lien and completion bond (or payment and performance bond) to insure against mechanic's or materialmen's liens arising out of the repair and to insure completion of the repair, all at the expense of Tenant. In the event the insurance proceeds are insufficient to cover the cost of repair, then any amounts required over the amount of the insurance proceeds received that are required to complete said repair shall be paid by Tenant.



- b. **Abatement of Rent.** Notwithstanding the partial or total destruction of the Property and any part thereof, and notwithstanding whether the casualty is insured or not, there shall be no abatement of rent or of any other obligation of Tenant hereunder including, without limitation, payment of operating expenses, insurance premiums and property taxes, by reason of such damage or destruction unless the Lease is terminated by virtue of another provision of this Lease.
14. **Risk of Loss.** As a material part of the consideration of this Lease, the Tenant hereby waives all claims against Landlord for any damages for business interruption or loss to personal property in, upon, or about the Property, from any causes arising any time during the term of this Lease.
15. **Insurance.** Tenant agrees to provide and keep in force during the term of this Lease and at its own cost and expense the following insurance coverage from an insurance company or companies authorized to do business in the State of Alaska:
- a. **Fire and Casualty Insurance.** Fire and casualty insurance in an amount not less than the Full Insurable Value of the building and improvements on the Property, such insurance in full force and effect for and during the time any buildings and improvements are located on the Property during the term of the Lease. For the purpose hereof "Full Insurable Value" shall mean the replacement cost of the building and improvements without allowance for depreciation. Such policy shall insure the Landlord and Tenant.
- b. **Public Liability and Property Damage.** Public liability and property damage insurance with limits of not less than \$2,000,000 for injury and death to any one person, and \$2,000,000 for injury or death in any one accident or occurrence per location including property damage, insuring Landlord and Tenant, and with a cross-liability endorsement covering claims by an insured against another insured. Provided, however, regardless of the limits specified herein, if any other binding agreement affecting the Property that specifies higher limits, Tenant shall comply with the higher limits specified therein. The public liability and property damage insurance described in this Section 15(b) shall be primary insurance and any insurance maintained by Landlord shall be excess and noncontributing.
- c. **Additional Insureds.** Each policy shall name Landlord and Landlord's mortgagee, if any, as Additional Insureds, as their interests may appear, and shall contain a covenant that should such policies be cancelled, assigned, or materially changed during the policy period, the insurer will mail a notice thereof to Landlord and Landlord's mortgagee at least thirty (30) days in advance. Certificates of insurance evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant prior to Tenant's occupancy of any portion of the Property. No such policy shall be cancelable except after thirty (30) days written notice to Landlord and Landlord's mortgagee. Tenant shall, prior to the expiration of any such policy, furnish Landlord with renewals or "binders" thereof together with evidence of the payment of premiums therefore, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be paid by Tenant upon demand. The insurance, as to the interest of Landlord's mortgagee therein, shall not be invalidated by any act or neglect of Landlord or Tenant or any owner of the Property, nor by any

foreclosure or any other proceedings or notices thereof relating to the Property, nor by any change in the title or ownership of the Property nor by occupancy of the Property for purposes more hazardous than are permitted by such policy.

- d. Deductibles. The fire and casualty coverage specified herein shall have a deductible no greater than FIVE THOUSAND DOLLARS and no/100 (\$5,000.00). The public liability and property damage coverage specified herein shall have a deductible no greater than FIVE THOUSAND DOLLARS AND no/100 (\$5,000.00). Tenant shall be liable for any deductible amount. The policies of insurance required to be carried by Tenant shall be primary and not in excess of any other insurance available to Landlord. Tenant covenants and agrees not to violate, nor knowingly permit to be violated, any condition of the policies required under this Lease. Neither the issuance of any such insurance policy nor the minimum limits specified in this Section 15 shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.
- e. Waiver of Subrogation. Landlord and Tenant each hereby waive any and all rights of recovery against the other, for loss or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage, to the extent of such insurance coverage, only.
- f. No Impairment of Coverage. Tenant shall not carry any stock goods or do anything in or about the Property, which will impair or invalidate the obligation of any policy of insurance on or in reference to the Property or the building. Landlord shall have the right to require that the amount or type of insurance coverage required of Tenant hereunder be adjusted from time to time to reflect insurance customarily required for similar properties in the Anchorage, Alaska area. Insurance coverage shall be written by an insurance company or companies licensed to do business in the State of Alaska.
- g. Review of Coverage. Landlord and Tenant agree to review the insurance coverages provided herein at least once every two (2) years and to increase the limits, if necessary, in accordance with reasonable commercial standards.

16. Improvements.

- a. Alterations. Landlord shall not be required to make any alterations for Tenant's use of the Property, whether to comply with any law or for security purposes or otherwise. Tenant shall not attach any fixtures, equipment or other items to the Property, or paint or make any other additions, changes, alterations, or improvements (collectively hereinafter "alterations") to the Property without Landlord's prior written consent, which with respect to alterations to the Property will not be unreasonably withheld so long as Tenant is not then, nor has been, in default of this Lease (beyond any applicable cure period). If Landlord consents to any alteration, Landlord may post notices of nonresponsibility in accordance with law. Any alterations so made shall remain on and be surrendered with the Property upon expiration or earlier termination of this Lease, except that Landlord may, within thirty (30) days before or thirty (30) days after expiration or earlier termination hereof elect to require Tenant to remove any or all alterations at Tenant's sole costs and expense. At the time Tenant submits plans for requested alterations to Landlord for Landlord's approval,



Tenant may request in writing that Landlord identify which alterations Landlord may require Tenant to remove at the termination of or expiration of this Lease. Landlord shall make such identification simultaneous with its approval (if any) of the alterations on Exhibit B, and Tenant shall not be required to remove any identified alterations. If Landlord elects to require removal of alterations, or Landlord agrees in writing that Tenant may be permitted to take certain alterations or fixtures at the expiration of this Lease, then at its own and sole cost and expense, Tenant shall restore the Property to the condition prior to the installation of such items in a good and workmanlike manner before the last day of the term or within thirty (30) days after notice of its election is given, whichever is later. Any fixtures, alterations, or improvements the parties agree that Tenant will take upon expiration of the Lease shall be set forth on Exhibit B to this Lease and initialed by the parties.

- b. Performance. In the event Landlord consents in writing to Tenant's requested alteration of the Property, Tenant shall only contract with a licensed, bonded, and insured contractor for the construction of such alterations, shall secure all appropriate governmental approvals and permits and shall complete such alterations with due diligence, in a neat, clean, good and workmanlike manner and in strict compliance with the plans and specifications approved by Landlord. All such construction shall be performed in a manner which shall not interfere with the occupancy of the other tenants of the building (as applicable). All cost, expenses and fees related to or arising from construction of any alteration shall be paid by Tenant prior to delinquency.
- c. Liens. Tenant shall pay all costs for alterations when due. Tenant shall keep the Property, building, and this Lease free from any mechanic's, materialman's, architect's, engineer's or similar liens or encumbrances, and any claims therefor, or stop or violation notices, in connection with any alteration. Tenant shall remove any such claim, lien or encumbrance, or stop or violation notices of record, by bond or otherwise within ten (10) days after notice by Landlord. If Tenant fails to do so, such failure shall constitute a default by Tenant, and Landlord may, in addition to any other remedy, pay the amount (or any portion thereof) or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, or stop or violation notices, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by Landlord shall be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to or any mortgagee's interest in the Property to any such claims, liens or encumbrances, or stop or violation notices, whether claimed pursuant to statute or other Law or express or implied contract.

17. Compliance with Laws/Environmental Provisions.

- a. General Compliance. Tenant at all times during the Lease term, at its own expense, and with all due diligence, shall observe and comply with all state and municipal laws, and federal laws (to the extent not inconsistent with growing marijuana), and related ordinances, rules, and regulations which are now in effect or may later be adopted by any governmental authority having jurisdiction over the Property, and which may be applicable to the Property or any improvement on it. Notwithstanding the fact that Tenant's use of the Property may be inconsistent with federal laws regarding the legality of growing marijuana,

Tenant shall comply with federal laws concerning environmental matters and substances as they may relate to marijuana and related substances as further described in this Section.

- b. **Environmental Laws.** In furtherance and not in limitation of the foregoing paragraph, Tenant must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type, or other release of hazardous materials occurs upon or from the Property during the Lease term or any holdover thereafter, Tenant shall immediately notify Landlord. Tenant shall, at Tenant's own expense, clean and restore the Property to the satisfaction of Landlord and any governmental body or court, to the extent the discharge, leakage, emission or pollution is deemed attributable to Tenant's use or occupancy of the Property.
- c. **Hazardous Materials on Property.** Tenant shall not, without the prior written consent of Landlord, in Landlord's sole discretion, keep on or around the Property, for use, disposal, treatment, generation, storage or sale, any substances designed as, or containing components designated as, a "hazardous substance," "hazardous material" (defined in more detail below), hazardous waste," "regulated substance" or "toxic substance" (collectively referred to as "Hazardous Substances"). With respect to any such Hazardous Substances, Tenant shall: (i) comply promptly, timely and completely with all Laws for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers; (ii) submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; (iii) within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with all applicable Laws; (iv) allow Landlord or Landlord's agent or representative to come on the Property at all times to check Tenant's compliance with all applicable Laws; (v) comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Property, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and (vi) comply with all applicable Laws regarding the proper and lawful use, sale, storage, transportation, generation, treatment and disposal of Hazardous Substances. Any and all costs incurred by Landlord and associated with Landlord's monitoring of Tenant's compliance with this Section 17, including Landlord's attorneys' fees and costs, shall be additional rent and shall be due and payable to Landlord immediately upon demand by Landlord.
- d. **Environmental Indemnity.** Tenant shall be fully and completely liable to Landlord for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Property. Tenant shall fully indemnify, defend and save Landlord and Landlord's mortgagee, if any, harmless from any and all of the costs, fees, penalties and charges assessed against or

imposed upon Landlord (as well as Landlord's and Landlord's mortgagee's attorneys' fees and costs) as a result of Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances. Upon Tenant's default under this Section 17, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies: (i) at Landlord's option, to terminate this lease immediately; and/or (ii) to recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Landlord and other tenants of the building or Property, any and all damages and claims asserted by third parties and Landlord's attorney's fees and costs. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. The foregoing indemnity shall not apply to any discharge, leakage, spillage, emission or pollution which is caused by a person who occupies the Property after the termination of this Lease.

- e. **Hazardous Material.** For purposes of this Lease, the term "hazardous material" means any hazardous or toxic substances, material, or waste, including but not limited to those substances, materials, and wastes listed or defined as such in federal, state, or local law, regulation or ordinance, including but not limited to, in the following: U.S. Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101); regulations of the U.S. Environmental Protection Agency (including 40 C.F.R. Part 302; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and its implementing regulations; the Solid Waste Disposal Act of 1984; AS 46.03.010 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.); and as a petroleum product or oil as defined in 33 U.S.C. § 1321.
- f. **Entry to Perform Testing.** Landlord and its agents at Landlord's sole expense shall have the right to enter and perform testing, analysis and other tasks on the Property as required by any governmental agency including without limitation the Alaska Department of Environmental Conservation.

18. **Waste; Use; No Liens.** Except as to liens arising as a result of work performed by or at the direction of Landlord, which shall be the sole responsibility of Landlord, Tenant agrees that beginning at the commencement of this lease and during the Term hereof, it shall not do or suffer any waste to the Property, or cause, suffer or permit any liens to attach to or to exist against the Property by reason of any act or omission of Tenant or person claiming through Tenant or by reason of its failure to perform any act required of it hereunder. Tenant agrees to save and hold harmless Landlord from and against any such lien(s) or claims of lien(s). Tenant shall not permit the Property to be used for illegal purposes, nor maintain, commit, or permit the maintenance or permission of any nuisance on the Property. Tenant agrees that Tenant's use of the Property and any assignee and/or sub Tenant of Tenant's use of the Property are limited. Provided, however, Tenant shall not be required to pay or discharge any lien against the Property so long as Tenant has given Landlord notice of its intent to contest such lien and Tenant is in good faith contesting the validity or amount thereof and has given to Landlord such security as Landlord has reasonably requested to assure payment of such lien and to prevent the sale, foreclosure or forfeiture of the land, building or Property by reason of non-payment. In the event that any lien does so attach, and is not released within thirty (30) days after written notice to Tenant thereof or if Tenant has not indemnified Landlord against such lien within said thirty (30) day period, Landlord, in its sole discretion, may pay and discharge the same and relieve the Property therefrom, and Tenant agrees to repay and reimburse Landlord upon

demand for the amount so paid by Landlord. The existence of any mechanics', laborer's, material men's, supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this paragraph if payment is not yet due and payable upon the contract or for the goods or services in respect of which any such lien has arisen. On final determination of the lien or claim of lien Tenant will immediately pay any judgment rendered, and all costs and charges, and shall cause the lien to be released or satisfied. Tenant will not use or permit the use of the land, building or Property in any manner which would result (with or without the passage of time) in the creation of any easement or prescriptive right. Tenant shall not use or occupy the Property, or knowingly permit the Property to be used or occupied, contrary to any statute, rule, order, ordinance, requirement, regulation or certificate of occupancy affecting the same, or which would make void or voidable any insurance then in force with respect thereto or which would make it impossible to obtain fire or other insurance thereon required to be furnished hereunder at Tenant's expense, or which would cause structural injury to the improvements or cause the value or usefulness of the Property, or any portion thereof to diminish (reasonable wear and tear excepted), or which would constitute a public or private nuisance or waste, and Tenant agrees that it will promptly, upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

19. Hold Harmless. Tenant shall indemnify, save, and hold Landlord harmless against all claims, damages, losses, costs, and expenses, including attorney's fees, for or on account of any injury or damage to any persons or property caused by or resulting from Tenant's possession, use or occupancy of the Property or the activities of any of Tenant's employees or agents. The foregoing indemnity and hold harmless shall include (without limitation) any damages accruing to Landlord as a result of the criminal prosecution, forfeiture seizures, and any other matter resulting in a default by Tenant under the terms of this Lease.
20. Quiet Possession. Upon paying the rent and performing the covenants of this Lease, Tenant shall quietly have, hold, and enjoy the Property and all rights granted to Tenant by this Lease during its term.
21. Landlord's Access. Landlord shall at all reasonable times during Tenant's business hours have access to the Property to view the condition of the Property or to post notices of nonresponsibility. In the event the Purchase Option provided in Section 26 of this Lease is not exercised, Landlord shall also be entitled to put "to lease" or "for lease" signs in and about the Property, and to show the Property to prospective lessees, during the last ten (10) months of the Lease term and any extended term.
22. Abandoned Property. Tenant shall not vacate nor abandon the Property at any time during the lease term nor permit the Property to remain unoccupied for a period longer than ten (10) consecutive days during the lease term. If Tenant vacates or abandons the Property in violation of this Lease, any property that Tenant leaves on the premises shall be deemed to have been abandoned and may either be retained by Landlord as the property of Landlord or may be disposed of at public or private sale as Landlord sees fit. Any property of Tenant sold at public or private sale or retained by Landlord shall have the proceeds of any such sale (or the then current fair market value of such property as may be retained by the Landlord) applied by the Landlord against (a) the expenses of Landlord for removal, storage, or sale of the property, (b) the arrears of rent or future rent payable under this Lease, and (c) any other damages to which Landlord may be entitled hereunder. The balance or such amounts if any shall be given to Tenant.

23. Assignment or Subleasing.

- a. Tenant shall not assign, sublease, pledge, or otherwise encumber this Lease, either voluntarily or through operation of law, without the prior written consent of Landlord. All such unauthorized assignments, subleases, and encumbrances shall be void, and this Lease shall terminate automatically without notice.
- b. Assignment is defined as the creation of any lien, encumbrance, or other interest in this Lease. The consent to one assignment, mortgage, sublease, pledge or encumbrance shall not be deemed consent to be any subsequent assignment, mortgage, sublease, pledge or encumbrance. Any attempt to assign, mortgage, sublease, pledge or encumber without the prior written approval of Landlord will constitute a breach of this Lease and convey no rights or interest in the Lease or Property. Landlord's consent to any assignment, mortgage, sublease, pledge or encumbrance of the Lease by the Tenant, shall be subject to Landlord's option to increase the rental to the amount per square foot of rental for similar lease of commercial space in the vicinity.
- c. Landlord shall have the right to assign this Lease at any time without the consent of Tenant and the assignee or assigns, if any, of Landlord shall take subject to all the terms and conditions of this Lease.

24. Tenant's Default.

- a. The occurrence of any one or more of the following events in this Section 24(a) or Section 24(b) shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth in Section 25 below: (i) failure to make when due any payment of rent, unless such failure is cured within three (3) days after notice from Landlord; (ii) failure to observe or perform any term or condition of this Lease other than the payment of rent (or the other matters expressly described herein), unless such failure is cured within any period of time following notice expressly provided with respect thereto in other Sections hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following notice from Landlord (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly within such period and thereafter diligently pursues its completion); (iii) failure to cure immediately upon notice thereof any condition which is hazardous, interferes with another tenant or the operation or leasing of the Property, or may cause the imposition of a fine, penalty or other remedy on Landlord or its agents or affiliates; (iv) abandonment and vacation of the Property (failure to occupy and operate the Property for ten (10) consecutive days while in monetary default under this Lease shall conclusively be deemed an abandonment and vacation); (v) Tenant, or any guarantor of this Lease ("Guarantor"), filing by or for reorganization or arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or such Guarantor, the same is dismissed within thirty (30) days); (vi) Tenant's or any Guarantor's insolvency or failure, or admission of an inability, to pay debts as they mature; or (vii) a violation by Tenant or any affiliate of Tenant under any other lease or agreement with Landlord or any affiliate thereof which is not cured within the time permitted for cure thereunder. Additionally, if Tenant violates the same term or condition of this Lease on two (2) occasions during any twelve (12) month period, Landlord shall have the right to

exercise all remedies for any violations of the same term or condition during the next twelve (12) months without providing further notice or an opportunity to cure, regardless of whether part or all of the security deposit has been applied to the Default or violation. The notice and cure periods provided herein are intended to satisfy any and all notice requirements imposed by Law on Landlord and are in lieu of, and not in addition to, any notice and cure periods provided by Law; provided, Landlord may elect to comply with such notice and cure periods provided by Law.

- b. Notwithstanding any other term in this Lease, Landlord may terminate the Lease immediately if any of the following occur: (i) federal criminal prosecution of Landlord for conspiracy to sell, produce, or transport an illegal drug; (ii) seizure of any of Landlord's property under federal laws providing for forfeiture of assets by those involved in drug trafficking.

25. Landlord's Remedies. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Law or other provision of this Lease:

- a. Landlord may terminate Tenant's right to possession without termination of this Lease, or Landlord may terminate this Lease and Tenant's right to possession, at any time following a Default; provided, no act of Landlord other than giving notice to Tenant with express statement of termination shall terminate this Lease or Tenant's right to possession. Acts of maintenance, efforts to relet the Property or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of tenant's right to possession. Upon termination of Tenant's right to possession, Landlord shall have the right to reenter the Property and recover from Tenant in addition to any other monies provided herein or at Law: (a) the Worth of the unpaid rent that had been earned by Landlord at the time of termination of Tenant's right to possession; (b) the Worth of the amount of the unpaid rent that would have been earned after the date of termination of Tenant's right to possession through the expiration of the Lease Term; and (c) all other expenses incurred by Landlord on account of Tenant's Default, including without limitation any Costs of Reletting (defined below) and Landlord's attorney fees and collection costs. The "Worth" as used for item (a) above is to be computed by allowing interest at the rate of ten and one-half percent (10.5%) to accrue on all such unpaid rent (or such lesser rate required by Law, if any). The Worth as used for item (b) above is to be computed by discounting the amount of rent at the discount rate of the Federal Reserve Bank of San Francisco at the time of termination of Tenant's right of possession.
- b. In the event of any such reentry by Landlord, Landlord may, at Landlord's option, require Tenant to remove from the Property any of Tenant's property located thereon. If Tenant fails to do so, Landlord shall not be responsible for the care or safekeeping thereof and may remove any of the same from the Property and place the same elsewhere in the building or in storage in a public warehouse at the cost, expense and risk of Tenant with authority to the warehouseman to sell the same in the event that Tenant shall fail to pay the cost of transportation and storage, all in accordance with the rules and regulations applicable to the operation of a public warehouseman's business. In any and all such cases of reentry Landlord may make any repairs in, to or upon the Property which may be necessary,

desirable or convenient, and Tenant hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any property in or about the Property or any part thereof.

- c. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not therefor reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies. All rent and other consideration paid by any replacement tenants shall be applied at Landlord's option: (i) first, to the Costs of Reletting (defined below), (ii) second, to the payment of all costs and attorney fees of enforcing this Lease against Tenant or any Guarantor, (iii) third, to the payment of all interest and service charges accruing hereunder, (iv) fourth, to the payment of rent theretofore accrued, and (v) with the residue, if any, to be held by Landlord and applied to the payment of rent and other obligations of Tenant as the same become due (and with any remaining residue to be retained by Landlord). "Costs of Reletting" shall include without limitation, all costs and expenses incurred by Landlord for any repairs, improvements or other matters necessary to prepare the Property for another tenant, brokerage commissions, advertising costs, attorneys' fees, any economic incentives given to enter leases with replacement tenants. With respect to reletting the Property, Landlord shall only be required to use reasonable efforts, and Landlord shall not be required to relet at rental rates or terms less favorable to Landlord than those contained herein. The times set forth herein for the curing of Defaults by Tenant are of the essence with regard to this Lease.

26. Purchase Option. Tenant shall have the option to purchase the Property from Landlord in accordance with the terms and conditions of this Section 26 (referred to as the, "Purchase Option").

- a. Exercise of Option. This Purchase Option may be exercised by Tenant providing written notice mailed to the Landlord at the address provided for the mailing of notices in this agreement; provided that Tenant must be in good standing under the terms of this Lease in order to exercise the Purchase Option.
- b. Timing of Exercise. This Purchase Option may be exercised at any time in the last year of the initial term prior to 5:00pm AKST on June 30, 2020 (or at any time in the last year of the extended term prior to 5:00pm AKST on June 30, 2026 if, and only if, Tenant has exercised Tenant's option to extend the term of this Lease pursuant to Section 4). If exercised, closing on the purchase and sale of the Property shall occur on December 31, 2020 (or December 31, 2026 if, and only if, Tenant has exercised Tenant's option to extend the term of this Lease pursuant to Section 4). If the Purchase Option is not exercised by Tenant as provided in this Section, its terms shall lapse, and the Landlord may immediately thereafter list the property for sale or lease.
- c. Contract of Sale. If this Purchase Option is exercised, then this Lease (and more specifically this Section 26) shall become the purchase and sale agreement between the parties.

- d. Title. Title to the premises shall be a good and marketable title in fee simple, free and clear of all encumbrances, except the lien of current real estate taxes not yet due and payable, reservations expressed in the U.S. Patent, easements for roads, gas, electric, water and sewer lines, reservations and restrictions of record, and encroachments ascertainable by physical inspection of the premises. Title shall include any improvements, fixtures, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining. The conveyance from Landlord to Tenant will be effectuated via a Statutory Warranty Deed.
- e. Price. If this Purchase Option is exercised, the purchase price for the Property shall be at full appraised value as determined by a qualified third-party real estate appraiser with MAI credentials familiar with the Fairbanks market using full fair value rental rates (and not at the rate provided for in the lease agreement); *provided however*, the appraised value shall not include the fair market value of the improvements Landlord and Tenant *agree in advance that Tenant shall be permitted to remove* set forth on the Exhibit B attached to this Lease (pursuant to Section 16.a of this Lease), initialed, and marked "excluded." Any improvement listed on Exhibit B that is not marked "excluded" *and* initialed by all parties shall be included in the appraised value of the Property. The fair market value of any improvements excluded from the appraised value shall be the fair market value of the improvements or fixtures on the day the transactions contemplated by the Purchase Option are intended to close. Notwithstanding anything to the contrary in this Lease, the purchase price for the Property shall not be less than FIVE THOUSAND DOLLARS and no/100 (\$500,000.00).
- f. Terms of Sale. Tenant will pay the purchase price to the Landlord either (i) in cash or wire transfer acceptable to the Landlord; or, (ii) by making a down payment equal to twenty percent (20%) of the purchase price, with the balance paid in equal monthly installments amortized over fifteen (15) years, with interest to accrue at the prime rate published by Northrim Bank plus 2.0%, with the prime rate being adjusted on January 1 of each year for the term of the obligation. The Tenant may prepay the entire remaining principal and accrued interest after 5 years. Until the entire balance of the purchase price, along with any accrued interest and other charges, is paid, Tenant's obligations under this Section 26, and any uncured obligations in default under this Lease, shall be secured by a first priority deed of trust on the Property in favor of Landlord, which deed of trust shall provide that Tenant shall pay all costs of collection and foreclosure, including actual attorneys' fees, incurred by Landlord in the event of Tenant's default.
- g. Title, Deed, Escrow and Environmental Matters. Landlord agrees to pay the cost of procuring an owner's standard title insurance policy. Landlord and Tenant agree to evenly divide any costs of drawing and preparing the deed and attendant security instruments, as well as escrow fees and charges, and any other charges and fees associated with closing; provided that Tenant shall be solely responsible for any cost arising out of Tenant's financing or required by Tenant's lender. Tenant shall assume and hold Landlord harmless from any liability associated with the Property including any and all outstanding environmental liability, whether arising prior to or after closing on the purchase and sale of the Property.

h. Survival of Obligations. All sums payable to Landlord from Tenant under this Lease, whether for rent or otherwise, shall survive the exercise of the Purchase Option and remain owing to Landlord after closing on the sale of the Property. Following the sale of the Property by Landlord to Tenant pursuant to this Purchase Option, the provisions of this Lease that may be performed or relied upon after closing shall survive the closing on the purchase and sale of the Property.

27. Notices. Except as expressly provided to the contrary in this Lease, every notice or other communication to be given by either party to the other with respect hereto or to the Property, shall be in writing and shall not be effective for any purpose unless the same shall be served personally, or by national air courier service, or United States certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth below, or such other address or addresses as Landlord or Tenant may from time to time designate by notice given as above provided. Every notice or other communication hereunder shall be deemed to have been given as of the third business day following the date of such mailing (or as of any earlier date evidenced by a receipt from such national air courier service or the United States Postal Service) or immediately if personally delivered. Notices not sent in accordance with the foregoing shall be of no force or effect until received by the foregoing parties at such addresses required herein. The addresses for the purpose of giving notice shall be:

Landlord: CCM Investments, LLC
Attn: Catherine H. Miller
1630 S. Lane Street
Seattle, WA 98144

Tenant:
Nathan Abott Davis
511 30th Avenue
Fairbanks, AK 99701

With a copy to:
CCM Investments, LLC
c/o MB Services, Inc.
845 K Street
Anchorage, AK 99501

With a copy to:

28. Waiver and Forbearance. Except to the extent that the Landlord may have otherwise agreed in writing, no waiver by the Landlord of any breach by the Tenant of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by the Landlord to seek a remedy for any breach of the Tenant be deemed a waiver by the Landlord of its rights or remedies with respect to such breach.

29. Collection of Less Than Monthly Rent. No payment by Tenant or receipt by Landlord of an amount less than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check effect any accord and satisfaction, but Landlord may accept such rent payment without prejudice to his rights to collect the balance of such rent.

30. Collection of Rent from Others. If this Lease is assigned, or if the Property or any part thereof is underlet, sublet, or occupied by any person other than Tenant, Landlord may collect rent from such

assignee, under tenant, sub-Tenant, or occupant and apply the net amount collected to the rent reserved herein, and no such collection shall be deemed a waiver of the covenant herein against assignment, under letting, or subletting or an acceptance of the assignee, under tenant, sub Tenant, or occupant as Tenant, and in every such case Tenant shall perform and continue to perform all of the covenants of this Lease on the part of Tenant to be performed.

31. Estoppel Certificate. Tenant shall at any time upon reasonable notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and the date to which the rent or other charges have been paid in advance, if any.
32. Eminent Domain. If the Property or any material portion of it is taken or appropriated or condemned by reason of eminent domain, or sold under the threat of the exercise of such power, this Lease may be canceled at the option of either the Landlord or the Tenant, by either party giving thirty (30) days written notice to the other. Any award for the taking of all or any part of the Property under the power of eminent domain shall be the sole property of the Landlord; provided that the taking of a portion of the Property for street or sidewalk purposes exclusive of any portion of building shall not warrant any abatement or entitle Tenant to any abatement of annual rental.
33. Subordination and Nondisturbance. This Lease and all of the rights of Tenant are and shall be subject and subordinate to the lien of every security interest, deed of trust and every mortgage now or hereafter placed on the Property or any part thereof (except the property of Tenant and others stated to be removable under this Lease), and to any and all renewals, modifications, consolidations, replacements, extensions, or substitutions of any such security interest, mortgage or deed of trust ("encumbrances"). In addition, the interest of Tenant shall be subject and subordinate to the interest of a purchaser of the Property who acquires an interest subsequent to the date of this Lease.
34. Successors and Assigns. The covenants and agreements of this Lease shall be binding upon the legal representatives, successors, and assigns of the parties.
35. Attorney's Fees. If, by reason of any default on Tenant's part in the performance of the terms and conditions or provisions of this Lease, including the Purchase Option provided at Section 26, Landlord deems it necessary to employ an attorney, Tenant shall pay all costs, expenses and attorney's fees expended or incurred by Landlord.
36. Headings. The headings used in this Agreement are inserted for convenience only and shall be disregarded in construing this Lease.
37. Rule of Construction. The rule of strict construction of a document against the drafter is waived in partial consideration for the other covenants contained herein, and all parties to this Lease recognize that they have been represented by separate counsel or have been afforded that opportunity in this transaction, and all terms and conditions herein have been negotiated at arms length.
38. Amendment or Modification. No amendment, change or modification of this Agreement shall be valid unless that modification is in writing and signed by all parties to this Agreement.

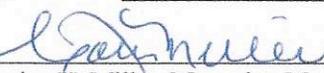


39. Prior Agreements. This Agreement contains the entire agreement between the parties. Any prior representation, promise or condition, oral or written, not incorporated herein shall not be binding upon the parties.
40. Memorandum of Lease. Tenant agrees that Tenant will not record this Lease. At the request of either Landlord or Tenant, the parties shall execute a memorandum lease for recording purposes in lieu of recording this Lease in a form substantially similar to Exhibit A of this Lease.
41. Brokerage Representation. The parties acknowledge Alaska Commercial Properties, Inc has represented Landlord in this transaction. Landlord represents that Landlord shall be responsible for any fees or commissions due to Alaska Commercial Properties, Inc. for this Lease and the subsequent sale of the Property if the Tenant exercises the Purchase Option. Tenant has not engaged a separate broker for this transaction.
42. Jurisdiction and Applicable law. This Agreement shall be construed, interpreted and enforced, pursuant to the laws of the State of Alaska, and the parties agree that the Anchorage Superior Court in the Third Judicial District for the State of Alaska shall have exclusive jurisdiction of any suit or proceeding brought with respect to this document.
43. Interpretation. Whenever the singular number is used in this Lease and when required by context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporations, firms, or associations. If there be more than one Tenant, the obligations imposed under this Lease upon Tenant shall be joint and several.
44. Severability. If any portion of this Lease is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the 1 day of January, 2016.

LANDLORD: CCM Investments, LLC
 Address: 1630 S. Lane Street
 Seattle, WA 98144

Phone: _____
 Fax: _____
 Email: _____

By: 
 Catherine H. Miller, Managing Member

TENANT: Nathan Abott Davis
 Address: 501 W. Crestwood
Wasilla, Alaska 99654

Phone: _____
 Fax: _____
 Email: _____

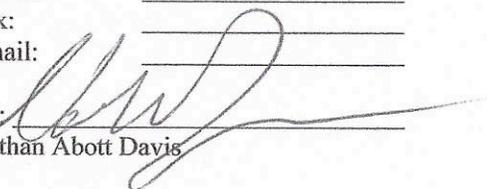
By: 
 Nathan Abott Davis



EXHIBIT A - MEMORANDUM OF LEASE

This Memorandum of Lease is entered into this 28 day of December, 2015 by and between CCM Investments, LLC ("LANDLORD"), and Nathan Abott Davis ("TENANT").

1. Property. Landlord has leased to Tenant the premises described in that certain Lease between Landlord and Tenant, dated the 1 day of January, 2016, located in the State of Alaska and more particularly described as follows:

Lot One "A" (1A), Rees Subdivision, according to Plat 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

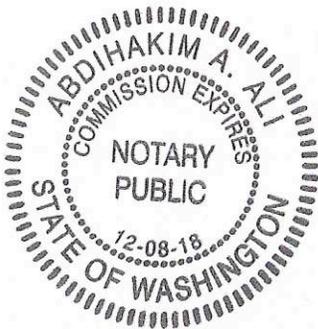
2. Term. The Lease commences on January 1, 2016, and terminates on December 31, 2020; provided that Tenant has one option to extend the term of the Lease for sixty (60) months.

3. Option to Purchase. The Lease contains an option for Tenant to purchase the Property, exercisable by Tenant.

LANDLORD: CCM Investments, LLC
Address: 1630 S. Lane Street
Seattle, WA 98144

By: Catherine H. Miller
Catherine H. Miller, Managing Member

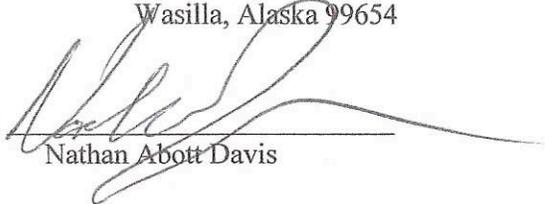
The foregoing instrument was acknowledged before me this 28 day of December, 2015 by Catherine H. Miller, Managing Member, on behalf of CCM Investments, LLC, an Alaska Limited Liability Company.



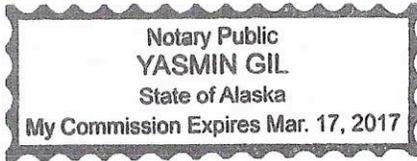
Abdihakim A. Ali
Notary Public for ~~Alaska~~ Washington
My commission expires: 12-08-18

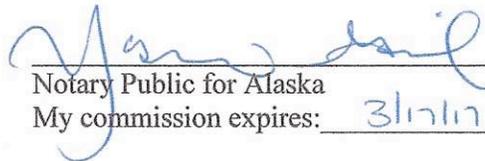
ND

TENANT: Nathan Abott Davis
Address: 501 W. Crestwood
Wasilla, Alaska 99654

By: 
Nathan Abott Davis

The foregoing instrument was acknowledged before me this 31st day of December, 2015
by Nathan Abott Davis.




Notary Public for Alaska
My commission expires: 3/17/17

TO BE RECORDED IN THE FAIRBANKS RECORDING DISTRICT. AFTER RECORDING
RETURN TO: Peter Brautigam, Manley & Brautigam, PC, 845 K Street, Anchorage, AK 99501



EXHIBIT B – SCHEDULE OF TENANT IMPROVEMENTS AGREED IN ADVANCE

The parties agree that Tenant shall be permitted or required to remove and take the following fixtures and improvements with Tenant upon expiration of the Lease between CCM Investments, LLC and Nathan Abbott Davis dated _____, 20__ (the "Lease"); provided that Tenant shall remove the items at Tenant's sole expense and shall repair the Property as provided in Section 12 and Section 16 of the Lease. The parties shall indicate whether the fair market value of those items will be excluded from the appraised value of the Property in the event Tenant exercises its option to purchase the Property pursuant to Section 25.e. of the Lease by marking "Excluded" below. Any capitalized terms not otherwise defined in this Exhibit B shall have the definition set forth in the Lease. To the extent any term of this Exhibit conflicts with the terms of the Lease, the terms of the Lease shall control.

<u>Improvement</u>	<u>To Be Removed?</u>	<u>Will the Fair Market Value be Excluded?</u>	<u>Initials</u>	<u>Date</u>
1. pending final list		<i>MP</i>		
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				



Department of Commerce, Community, and Economic
Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database](#)

[Download / Corporations / Entity Details](#)

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Green Life Supply, LLC

Entity Type: Limited Liability Company

Entity #: 10040751

Status: Good Standing

AK Formed Date: 8/15/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: 511 30TH AVE, FAIRBANKS, AK 99701

Entity Physical Address: 511 30TH AVE, FAIRBANKS, AK 99701

Registered Agent

Agent Name: NATHAN DAVIS

Registered Mailing Address: 863 6TH AVE, FAIRBANKS, AK 99701

Registered Physical Address: 863 6TH AVE, FAIRBANKS, AK 99701

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Dayton MacCallom	Member	10.00
	Jameson Johnson	Member	10.00
	Nathan Davis	Member	80.00

Filed Documents

Date Filed	Type	Filing	Certificate
8/15/2016	Creation Filing	Click to View	Click to View
8/22/2016	Initial Report	Click to View	
6/18/2018	Biennial Report	Click to View	
6/29/2018	Change of Officials	Click to View	
7/11/2018	Entity Address Change	Click to View	
2/12/2020	Biennial Report	Click to View	

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Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

GREEN LIFE SUPPLY LLC

511 30TH AVE, FAIRBANKS, AK 99701

owned by

GREEN LIFE SUPPLY, LLC

is licensed by the department to conduct business for the period

January 30, 2020 to December 31, 2021
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting; 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

Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS & PROFESSIONAL
 LICENSING**

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database
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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Green Life Supply, LLC

Entity Type: Limited Liability Company

Entity #: 10040751

Status: Good Standing

AK Formed Date: 8/15/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: 511 30TH AVE, FAIRBANKS, AK 99701

Entity Physical Address: 511 30TH AVE, FAIRBANKS, AK 99701

Registered Agent

Agent Name: NATHAN DAVIS

Registered Mailing Address: 863 6TH AVE, FAIRBANKS, AK 99701

Registered Physical Address: 863 6TH AVE, FAIRBANKS, AK 99701

Officials

 Show Former

AK Entity #	Name	Titles	Owned
	Dayton MacCallom	Member	10.00
	Jameson Johnson	Member	10.00
	Nathan Davis	Member	80.00

Filed Documents

Date Filed	Type	Filing	Certificate
8/15/2016	Creation Filing	Click to View	Click to View
8/22/2016	Initial Report	Click to View	
6/18/2018	Biennial Report	Click to View	
6/29/2018	Change of Officials	Click to View	
7/11/2018	Entity Address Change	Click to View	
2/12/2020	Biennial Report	Click to View	

Green Life Supply, LLC

EXHIBIT 1 to Operating Agreement

LISTING OF MEMBERS

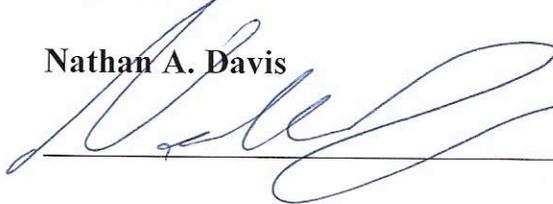
As of the 31 day of July, 2016, the following is a list of Members of the Company:

NAME:	ADDRESS:
Nathan A. Davis	863 6th Ave, Fairbanks AK 99701
Jameson Johnson	525 Sprucewood Rd, Fairbanks, AK 99709
Dayton Grant MacCallum	2375 Wildflower Lane, North Pole, AK 99705

Authorized by Member(s) to provide Member Listing:

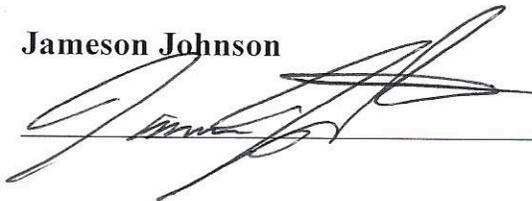
MEMBERS:

Nathan A. Davis

 / Signature

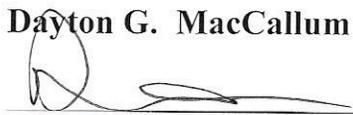
Date: 7-31-16

Jameson Johnson

 / Signature

Date: 8-21-16

Dayton G. MacCallum

 / Signature

Date: 7-31-16

Green Life Supply, LLC

EXHIBIT 2 to Operating Agreement

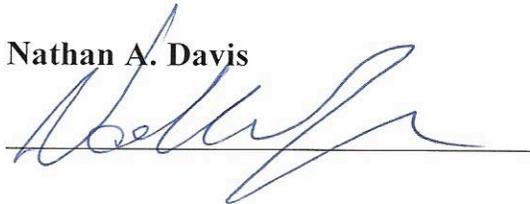
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$10,000.00. The description and each individual portion of this initial contribution is agreed to as follows:

NAME:	CONTRIBUTION:	% OWNERSHIP:
Nathan A. Davis	\$8,000.00	80%
Jameson Johnson	\$1,000.00	10%
Dayton G. MacCallum	\$1,000.00	10%

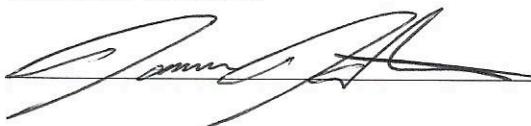
MEMBERS:

Nathan A. Davis

 / Signature

Date: 7-31-16

Jameson Johnson

 / Signature

Date: 8-21-16

Dayton G. MacCallum

 / Signature

Date: 7-31-16

OPERATING AGREEMENT – Green Life Supply, LLC

A Member-Managed Limited Liability Company

Alaska Entity # 10040751

THIS OPERATING AGREEMENT (the “Agreement”) is made and entered into this 31 day of July, 2016, by: **Nathan A. Davis, Jameson Johnson, and Dayton G. MacCallum** as members and managers of **Green Life Supply, LLC** (hereinafter the “Company”).

This Agreement (unless amended) shall continue in full force and effect, and be binding upon each individual and/or business entity as may be subsequently admitted to the Company. The individuals and/or business entities shall be known as and referred to as “Members” and individually as a “Member.”

ARTICLE I - Company Formation and Registered Agent

1.1 **FORMATION.** The Members have formed a Limited Liability Company subject to the provisions of the Limited Liability Company Act (the “Act”) as currently in effect as of this date of this Agreement. Articles of Organization were filed with the State of Alaska Department of Commerce and Economic Development on August 16, 2016, and a Certificate of Organization was subsequently issued. Any additional documentation as may from time to time be required shall be filed with the State of Alaska at the designated office for maintaining such records.

1.2 **NAME.** The name of the Company shall be: **Green Life Supply, LLC.**

1.3 **PRINCIPAL PLACE OF BUSINESS / REGISTERED AGENT.** The name of the registered agent and location of the principal business office of the Company shall be:

Nathan A. Davis 863 6th Ave Fairbanks, AK 99701

or at such other place as the member(s) may from time to time select.

1.4 **TERM.** The Company has commenced doing business in calendar year 2016, and the business shall continue in perpetuity, unless sooner terminated as provided in this Agreement, or by operation of law, or at the direction of the Member(s).

1.5 **BUSINESS PURPOSE.** The purpose of the Company is to operate the business of ALL OTHER MISCELLANEOUS CROP FARMING and any other lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability statutes of the State of Alaska.

1.6 **NAMES AND ADDRESSES OF MEMBERS.** The name and place of residence of each Member shall be set forth in an exhibit attached to this Agreement.

1.7 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in this Agreement, no additional Members may be admitted to the Company without the prior unanimous written consent of the then-existing Members.

ARTICLE 2 - Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Members shall initially contribute to the Company capital in the form of cash or cash equivalent, with a combined value of \$10,000.

2.2 **ADDITIONAL CONTRIBUTIONS / INTEREST.** No Member shall be obligated to make any additional contribution to the Company without the prior unanimous written consent of the Members. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company, except to the extent, if any, expressly provided in this Agreement.

ARTICLE 3 - Profits, Losses and Distributions

3.1 **PROFITS/LOSSES.** For financial, accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company, and as may be amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually, or at more frequent intervals as they deem fit. "Available funds," as referred to herein, shall mean the net cash of the Company available after appropriate provision is made for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE 4 - Management

4.1 **MANAGEMENT OF THE COMPANY.** The Members, within the authority granted by the Act and the terms of this Agreement, shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs. Such authority includes, but is not limited to, all decisions as to: (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and (g) the employment of persons, firms or corporations for the operation and management of the Company's business.

4.2 **DECISIONS AND DOCUMENTS.** Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by the Members. If there are two Members, all decisions shall be jointly made. If there are more than two Members, then decisions shall be made by a majority of the Members.

4.3 **THIRD PARTIES.** Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a sole Member, or a majority in interest if more than one Member, to manage and operate the business and affairs of the Company.

4.4 **EXCULPATION.** Any act or omission of a Member, the effect of which may cause or result in loss or damage to the Company or any other individual Member(s), if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to other members.

4.5 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in any pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for expenses (including attorney's fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred in connection with such action, suit or proceeding, if the person is determined to have acted in good faith and in a manner he/she reasonably believed to be in the best interests of the

Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.6 **RECORDS.** The managing Member(s) shall cause the Company to keep at its principal place of business the following:

- (a) a current list in alphabetical order of the full name and current physical address of each Member;
- (b) a copy of the Certificate of Organization and any other documentation evidencing compliance with the Act, as well as the Company Operating Agreement and all amendments;
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three (3) most recent years;
- (d) copies of any financial statements of the Company for the three (3) most recent years.

ARTICLE 5 - Salaries, Reimbursement, and Payment of Expenses

5.1 **ORGANIZATION EXPENSES.** All expenses incurred in connection with organization of the Company will be paid by the Company.

5.2 **SALARY.** No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by the Members, or if more than two Members, then by a majority of the Members.

5.3 **LEGAL AND ACCOUNTING SERVICES.** The Company may obtain legal and accounting services to the extent reasonably necessary to conduct the Company's business.

ARTICLE 6 - Accounting Reports, Tax Returns, Fiscal Year, Banking

6.1 **METHOD OF ACCOUNTING.** The Company will use the method of accounting as previously determined by the Member(s) for financial reporting and tax purposes, or such other method as may be recommended by the accountant for the Company.

6.2 **FISCAL YEAR; TAXABLE YEAR.** The fiscal year and the taxable year of the Company is the calendar year.

6.3 **CAPITAL ACCOUNTS.** The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

6.4 **BANKING.** All funds of the Company will be deposited in a separate bank account in a financial institution, the name and location to be selected at the discretion of the Members, or if more than two Members, then as determined by a majority of the Members. Company funds will be invested or deposited with a financial institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

ARTICLE 7 – Transfer/Assignment of Interest/Removal of Member

7.1 **SALE OR ENCUMBRANCE PROHIBITED.** Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (hereinafter collectively, "transfer") an interest in the Company without the prior written consent of the other Member, or if more than two Members, then by a majority of the non-transferring Members.

7.2 **RIGHT OF FIRST REFUSAL.** Notwithstanding Article 7.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

(a) The Member desiring to transfer his/her Interest must first provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

(b) For a period of thirty (30) days after receipt of the Notice, the non-transferring Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

(c) Closing of the sale of the Interest will occur as stated in the Offer; provided however, that the closing will occur not more than forty-five (45) days after expiration of the 30-day notice period.



(d) If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the non-transferring Member(s) will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided however, that notwithstanding anything in Article 7.2 to the contrary, should the proposed sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must first re-offer the sale of the Interest to the remaining Members at the more favorable price and terms; provided further, that if a proposed sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Article 7.2 will again apply to the Interest proposed to be sold or transferred.

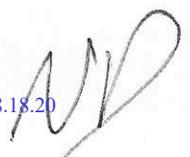
7.3 SUBSTITUTED PARTIES. Any transfer in which the Transferee becomes a fully-substituted Member is not permitted unless and until:

(1) Documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes, or that any such termination would not otherwise adversely impact the best interests of the Company or the other Members.

7.4 DEATH, INCOMPETENCY, OR BANKRUPTCY OF MEMBER. In the event of death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Article 7.5, the successor-in-interest to the Member (whether an estate, personal representative, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until such time as a majority of the other Members as determined on a per capita basis admit the transferee as a fully-substituted Member in accordance with the provisions of Article 7.3.

7.5 DEATH BUYOUT. Notwithstanding the foregoing provisions of this Article, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and



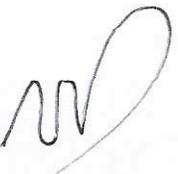
redeem the Interest of the deceased Member in the Company pursuant to the following provision:

(a) The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and shall be stated as each individual Member's "capital contribution." The value of each Member's Interest will be re-determined unanimously by the Members annually, unless the Members unanimously decide to re-determine those values more frequently. The purchase price for a deceased Member's interest shall be the value last-determined before the death of such Member; provided however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Article 7.5(b) will apply in determining the value of the Member's Interest in the Company.

(b) If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of such Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected will each then independently determine a fair market value for the Interest. If the Members and personal representative are still unable to agree on a value within 30 days of being selected, then the two appraisers will select a third appraiser within 30 days of reaching an impasse. The third appraiser shall review the values ascribed to the Interest by the first two appraisers, and then solely determine a fair value for the Interest of the decedent. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

(c) Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not later than 90 days after final determination of fair market value of the deceased Member's Interest in the Company. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

(d) At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$10,000, the



purchase price will be paid in cash; if the purchase price is \$10,000 or more, the purchase price will be paid as follows:

(1) \$10,000 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price shall be paid by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company (or its successors and assigns), at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will not have a prepayment penalty.

(e) At closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and further agrees to execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets.

(f) On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

7.6 ASSIGNMENT BY UNANIMOUS CONSENT OF MEMBERS.

Notwithstanding any of the above provisions of this Article 7, a Member may, with unanimous consent of all of the other remaining members, freely assign the Member's interest in the Company, and upon the terms and conditions as may be agreed upon in a separate writing signed by all members.

7.7 INVOLUNTARY REMOVAL OF MEMBER FOR CAUSE

A Member may be involuntarily removed from the Company if a Member holding a majority interest in the Company, or a combination of Members holding a majority interest (majority percentage of ownership interest) in the Company finds that any of the following circumstances exist:

(a) The Member to be removed committed a felony crime, as such crimes are defined under the laws of the State of Alaska, on the Company's business premises or during the course and scope of Company business;

(b) The Member to be removed negligently, recklessly, knowingly, or intentionally, **and** without the consent of the other Members, shared proprietary Company information with someone outside the Company.

“Proprietary Company information” includes but is not limited to information regarding the methods and means of producing the Company’s products, information regarding the design, construction, and operation of the Company’s production facilities, and information regarding the Company’s business practices other than such information that is generally available to the Company’s customers or the general public.

- (c) The Member to be removed accepted employment by, or agreed to provide consulting or other services to, any third party, whether such party is an individual or an entity of some sort, **and** such employment or services involves or is related to the production, sale, or marketing of cannabis products.
- (d) The Member to be removed recklessly or intentionally engaged in conduct or committed an act or omission that resulted in severe damage to the Company’s interests. “Severe damage to the Company’s interests” includes but is not limited to:
 - i. Damage or destruction of the Company’s product in a manner that results in damages or loss exceeding \$2,000.00.
 - ii. Damage or destruction of the Company’s production facilities or other business premises in a manner that results in damages or loss exceeding \$2,000.
 - iii. Harm to a third-party that creates liability on the part of the Company in an amount that exceeds \$1,000.00.
- (e) The Member to be removed recklessly, knowingly, or intentionally engaged in repeated acts or omissions that harm the interests of the Company, after having been notified by a majority of the other Members that such acts or omissions were harmful to the interests of the Company.

If a Member is removed pursuant to this section (Involuntary Removal of Member) the Member’s ownership interest shall be purchased as described in Section 7.5 (Death Buyout) above.

ARTICLE 8 - Dissolution and Winding Up of Company

8.1 **DISSOLUTION.** The Company will be dissolved on the happening of any of the following events:

(a) Sale, transfer, or other disposition of all or substantially all of the property of the Company;

(b) By agreement of all of the Members;

(c) By operation of law; or

(d) By the death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

8.2 WINDING UP. Upon dissolution of the Company (if the Company is not continued as provided above), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Article 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

(a) To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

(b) To payment and discharge of any Company debts and liabilities owed to Members; and

(c) To Members in the amount of their respective adjusted Capital Account balances on the date of distribution.

ARTICLE 9 - General Provisions

9.1 AMENDMENTS. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective only upon the written and unanimous approval of all Members.

9.2 GOVERNING LAW. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Alaska.

9.3 ENTIRE AGREEMENT; MODIFICATION. This Agreement constitutes the entire understanding and agreement between the Members with respect to the

subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

9.4 **ATTORNEY FEES.** In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the "prevailing party" and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, or by the Arbitrator if the matter is submitted to arbitration..

9.5 **FURTHER EFFECT.** The parties agree to execute other documents as may be necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

9.6 **SEVERABILITY.** If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

9.7 **CAPTIONS.** The captions used in this Agreement are for the convenience of the parties only and will not be interpreted so as to enlarge, reduce, modify or alter the terms and provisions of this Agreement.

9.8 **NOTICES.** All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the address designated for each Member, or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

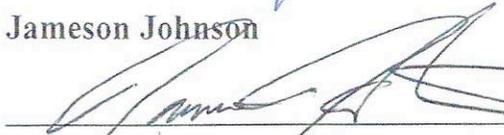
MEMBERS:

Nathan A. Davis

 / Signature

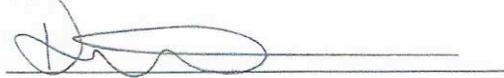
Date: 7-31-16

Jameson Johnson

 / Signature

Date: 8-21-16

Dayton G. MacCallum

 / Signature

Date: 7-31-16