Public Notice

Application for Marijuana Establishment License

License Number: 11547
License Status: Active-Operating
License Type: Retail Marijuana Store
Doing Business As: CLOUDBERRY CANNABIS
Business License Number: 1087372
Email Address: kicker204@live.com
Latitude, Longitude: 61.112544, -149.542585
Physical Address: 3307 Spenard Road
Anchorage, AK 99503
UNITED STATES

Licensee #1		Licensee #2	
Type:	Individual	**Type:**	Individual
Name:	JOSEPH D SHIMEK	**Name:**	LILY A SHIMEK
Phone Number:	907-317-3380	**Phone Number:**	907-350-8886
Email Address:	avalantek@gmail.com	**Email Address:**	kicker204@live.com
Mailing Address:	6601 Chevigny St Anchorage, AK 99502 UNITED STATES	**Mailing Address:**	2224 Arcadia Drive Anchorage, AK 99517 UNITED STATES

Note: *No entity officials entered for this license.*

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_____

License Number: 11547
License Status: Active-Operating
License Type: Retail Marijuana Store
Doing Business As: CLOUDBERRY CANNABIS
Business License Number: 1087372
Designated Licensee: LILY A SHIMEK
Email Address: kicker204@live.com
Local Government: Anchorage (Municipality of)
Local Government 2:
Community Council: Spenard
Latitude, Longitude: 61.112544, -149.542585
Physical Address: 3307 Spenard Road
Anchorage, AK 99503
UNITED STATES

Licensee #1

Type: Individual
Name: JOSEPH D SHIMEK
[redacted]
Phone Number: 907-317-3380
Email Address: avalantek@gmail.com
Mailing Address: 6601 Chevigny St
Anchorage, AK 99502
UNITED STATES

Licensee #2

Type: Individual
Name: LILY A SHIMEK
[redacted]
Phone Number: 907-350-8886
Email Address: kicker204@live.com
Mailing Address: 2224 Arcadia Drive
Anchorage, AK 99517
UNITED STATES

Note: *No entity officials entered for this license.*

Note: *No affiliates entered for this license.*

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

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:	Joseph D. Shimek, Lilyn A. Shimek Cloudberry Cannabis	License Number:	11547
License Type:	Retail		
Doing Business As:	Cloudberry Cannabis		
Premises Address:	3307 Spenard Road		
City:	Anchorage	State: Alaska	ZIP: 99503

Section 2 – Individual Information

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

Name:	Lily A. Shimek
Title:	partner

Section 3 – Violations & Charges

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

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

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

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). [initials]

AMCO Received 9/24/2020

Alaska Marijuana Control Board

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. [illegible]

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. [illegible]

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

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

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

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. [illegible]

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. [illegible]

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

Signature of licensee

Notary Public in and for the State of Alaska

Lily A. Shimek

Printed name of licensee

My commission expires: 10-13-2020

Subscribed and sworn to before me this 29 day of June, 2020.

Notary Public
Aliya Carver
State of Alaska
Commission expires 10/13/2020
Commission # 161013006

AMCO Received 9/24/2020

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

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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:	Joseph D Shimek; Lily A. Shimek	**License Number:**	11547		
License Type:	Retail Marijauna Store				
Doing Business As:	CLOUDBERRY CANNABIS				
Premises Address:	3307 Spenard Road				
City:	Anchorage	**State:**	Alaska	**ZIP:**	99503

Section 2 – Individual Information

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

Name:	Joseph D Shimek
Title:	Partner

Section 3 – Violations & Charges

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

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

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

I certify that a notice of violation has **not** been issued to this license between July 1, 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). N/A

AMCO Received 9/24/2020

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.

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

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

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

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

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

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

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

Joseph D Shimek

Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires: Dec 1 2022

Subscribed and sworn to before me this 24th day of September, 20 20.

Notary Public
REYMARK HIPOLITO
State of Alaska
My Commission Expires Dec. 1, 2022

AMCO Received 9/24/2020

Third Amendment to Lease Agreement

This agreement between David Shimek (Lessor) and Cloudberry Cannabis, a general partnership comprised of Lily A. Shimek (60% interest) and Joseph D. Shimek (40% interest), which partnership is the successor-in-interest to those rights and duties of Lessee under that Lease Agreement between Lessor and the entity then known as CloudBerry Partners (subsequently changed to the name of Cloudberry Cannabis), do hereby agree to the following amendments to that Lease (dated and signed 11/25/2016) :

The parties agree that the terms and conditions of the original lease and the First and Second Amendments thereto shall be binding on the parties, except that the date for termination of the Lease shall be changed to December 31, 2021.

The parties further agree that Paragraph 21 of the original Lease dated 11/25/2016 is amended hereby to reflect that, in the event the Lessee is in default under the lease and the Lessor has exercised his right to re-take possession of the leased premises, the Lessor shall not have the right to claim or take physical possession of any marijuana or marijuana products on or in the premises, but shall hold such securely within the premises, and immediately contact AMCO Enforcement to notify the agency of the situation and shall take such further actions as are directed by that agency to secure and/or remove the products from the premises and transfer same to such person or agency as directed by AMCO enforcement.

Dated: 11/20/2018

David Shimek, Lessor

Dated: 11/20/2018

Lily A. Shimek, partner

Joseph D. Shimek, partner

AMCO Received 9/21/2020

Second Amendment to Lease Agreement

This agreement between David Shimek (Lessor) and CloudBerry Partners (Lessee), parties to that Lease Agreement executed by them on or about 11/25/2016, whereby the following property became subject to Lessee's possession under lease:

3307 Spenard Road, Anchorage, Ak. 9503

legally described as:
south 100 feet of Lots 4,5,6 of Nichols Addition, Plat P-276
in the records of the Anchorage Recording District, State of Alaska

Do hereby agree further that the terms, conditions, rights and obligations of said Lease shall by binding upon, and confer the benefits upon, each of the partners of Lessee CloudBerry Partners, those Partners being Elijah Good-Farm, Lily A. Shimek, Joseph D. Shimek and Sandor Brown, and each of them.

This agreement hereby amends provisions of the said Lease, and supersedes all conflicting provisions thereof.

Dated 3/15/17

David Shimek (Lessor)

Elijah Good-Farm, for himself
and for CloudBerry Partners,
and each Partner Individually

AMCO Received 9/21/2020

Amendment to Lease

This agreement is an amendment to that lease (copy of which is attached hereto) between David Shimek ("Lessor") and CloudBerry Partners ("Lessee") executed on or about November 25, 2016, which lease relates to the improved real estate located at 3307 Spenard Road, Anchorage, Alaska, and legally described as:

> The South 100 feet of Lots 4,5, and 6, Nichols Addition, Plat P-276, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Whereas that lease conveyed a leasehold interest in a portion of the building located on the site, this amendment herewith serves to extend the Lessee's lease interest to the entirety of the building (as shown on Exhibit A to the original lease document, together with a leasehold interest and full right of possession to the building and the land upon which it is sited, all as described in the legal description herein stated.

Further, the following terms of that original lease are hereby amended to provide the following, which amended terms will supersede any terms in the original lease with which they may be in conflict explicitly or by direct implication:

1. Paragraph 3 is hereby amended to reflect the agreement of the parties that a portion of the building, in the discretion of the Lessee, may be used for a marijuana cultivation facility when and as permitted by the Alaska Marijuana Control Board.

2. Paragraph 9 is hereby amended to delete the last sentence of Paragraph 9, and to substitute the following language to be effective in its place: "The rent amount shall be 8% of the total gross revenues for all business operations operated by the Lessee on the lease property, but shall not include revenues obtained by the cultivation business through sales to the Lessee's retail business. For accounting purposes, the total of rent payments shall be allocated to the Lessee's differing businesses in proportion to the area of the total area of the building attributable to such businesses."

Dated: 12/30/17

Lessor David Shimek

Dated:

Lessee CloudBerry Partners
by Partner Sandor Brown
for the Partnership

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original

Lease

This lease is entered into between David Shimek ("Lessor") and CloudBerry Partners, a partnership ("Lessee"), authorized and executed by its general partner Elijah Good-Farm, general partner, acting for and with the consent of all other Partners of the Partnership.

1) Premises: The Lessor leases to Lessee a designated portion of the following improved real estate, located at 3307 Spenard Road, Anchorage Alaska: as shown on Exhibit A, attached hereto and initialled by the parties, together with a common area interest in the unimproved open space and grounds of the real estate described as:

South 100 feet of Lots 4, 5 and 6, Nichols Subd.
According to Plat P-276, Anchorage Recording
District, Third Judicial District, State of Alaska

2) Term : The term of this lease shall be from Nov. 25, 2016 through December 31, 2021.

3) Usage: The Lessee shall be entitled to use the premises only for the following purposes and functions, and no others, without the written consent of the Lessor:

Operation of a retail establishment per AS 17.38.et seq.

4). Conditions of Use: Lessee shall keep the premises in safe and clean condition, and shall not abandon the premises or leave them vacant. Lessee shall not allow the premises to be used in a way that will create a nuisance to other tenants or neighboring properties and businesses. Lessee shall abide by all rules established by Lessor now in existence or hereafter announced, with respect to common areas, improvements, signage and sidewalks.

5) Increased Casualty Insurance: Lessee shall reimburse Lessor for any increase in Lessor's casualty, fire and hazard insurance arising out of or caused by Lessee's activities, lawful or otherwise.

6) Damage to Premises: Lessee shall repair any damage to the leased premises or to adjoining premises which arise out of or are specific to Lessee's activities or occupancy, including damages caused by third persons

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such as vandals or burglars entering or damaging the premises, against which risks the Lessee shall maintain adequate insurance. Maintenance and repair of the doors, door hardware and windows are the responsibility of the Lessee.

7) Sidewalks: Lessee shall keep the sidewalk fronting the Lessee's premises and the nearest 3 feet of the parking lot adjacent thereto reasonably clear of snow, ice, trash, and other obstructions to pedestrians.

8) Parking Lot Usage: When requested by Lessor, Lessee shall cause its employees and agents to park only in designated spaces or areas. Such designation s will be utilized to accommodate lot maintenance and/or to expedite and optimize customer traffic and parking. Autos which are parked in violation of the designation will be subject to towing and impoundment at the expense of Lessee. Lessor will use its right of designation to maximize the convenience of parking for mall customers.

9) Rent: Lessee shall pay as rent the following sums:

On or before the 10th day of each month, the sum which equals 8% of the average gross monthly revenues generated by the Lessee's business operations during the calendar quarter preceding the month for which rent is due. The calendar quarters are January through March, April through June, July through September, and October through December. No rent will be due for any month until the Lessee has commenced retail operations. Where rent is owed but there is no preceding full quarter of operations, the rent will be 8% of the gross revenues of Lessee during the preceding month. Provided, further, that the rent amount due shall be decreased by the amount of rent paid by the partnership pursuant to the leasing of any other portion of the building at 3307 Spenard Road.

10) Security Deposit: Lessee shall pay Lessor the sum of $5000.00 upon execution of this lease. Such sum may be applied by Lessor to unpaid rents or other breach of this lease. The deposit shall be repaid at the end of the lease, without interest, if Lessee is not then in default of its obligations.

11) Common Areas: Lessor is the owner of and responsible for all common areas of the property, except as otherwise provided (see, for example, Para. 7 relating to sidewalks).

12) Utilities: Lessee is responsible for its own utilities and phone services, including space heat, water, waste water, and garbage collection. Lessee is responsible for maintaining that portion of the water, waste water and

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electric systems which are physically located within the leased premises, or which it alters or constructs in or out of the leased premises.

13) Alterations: Lessee will secure the written permission of the Lessor before undertaking any alterations or improvements of the premises. Lessee will obtain any work permits legally required for such work and shall cause such work to be done in workmanlike manner and in conformity with applicable building, zoning, and construction codes.

14) As Is Condition: Lessee accepts the premises "as is".

15) Surrender at End of Lease: Lessee shall surrender the premises at the end of this lease, or any extended term of this lease, in as good shape and condition as when leased, normal wear and tear excepted. Lessee may remove trade fixtures which Lessee has installed on the premises only if such fixtures can be removed without damage or injury to the structural elements of the building or the utility structure supporting the premises, and only if the premises are then restored by Lessee to their condition at the time of commencement of the lease.

16) Hold Harmless: Lessee shall hold the Lessor harmless for injuries or damages, real or false, claimed to have arisen out of the Lessee's occupancy or activities. Lessee shall maintain in force one or more policies of liability insurance against such claims, and cause the Lessor to be named as an "additional insured" on such policies. Such policies shall provide for not less than $300,000 in liability coverage for personal injuries, and not less than $100,000 in liability coverage for property damages. Certificates evidencing such policies shall be provided to Lessor each year on the anniversary date of this lease.

17) Fire and Casualty: Lessee shall keep its inventory, windows, doors, signs, fixtures and improvements insured against damage or loss due to fire or other hazard or casualty, in an amount sufficient to fully compensate Lessee for such losses, and from interruption of business arising therefrom. Failure of Lessee to fully insure against such risks is hereby deemed a full and total waiver of, and release of claims, of any alleged right of Lessee to secure damages or compensation from the Lessor, or any other tenant of the mall, regardless of the cause of such damage. Lessee waives and releases any claims it might have against Lessor, or any other tenant of the mall, to the extent that such losses are compensated by Lessee's required insurance coverage.

18) Liens: Lessee shall not allow any mechanics or materialman's liens to be asserted against the premises as the result of work or services provided to Lessee. Should such liens be asserted Lessee shall secure a bond or deposit monies with appropriate persons, including Lessor, as are reasonably necessary to prevent any threat of foreclosure or seizure of assets of Lessee or Lessor.

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19) Condemnation: In the event the mall becomes subject to condemnation or taking for public purposes by any governmental entity,. This lease shall terminate on the date the taking occurs. Lessee shall make no claim against Lessor arising out of such condemnation or taking, or any claim which would reduce the damages or compensation otherwise due Lessor by reason of such taking. Lessor will give notice of possible condemnation to Lessee promptly upon being notified formally by a condemning authority of its intent to condemn.

20) Notices: Notices to Lessee and Lessor shall be delivered certified mail to the other party at the following addresses, or hand-delivered personally to the notice recipient:

David Shimek
2224 Arcadia Drive
Anchorage, AK 99517

CloudBerry Partners
3307 Spenard Road
Anchorage, AK 99503

21) Default by Lessee: If Lessee should fail to perform its obligations herein, or should become subject to any bankruptcy or receivership, Lessor may, if it chooses, terminate this lease upon a) 10 days notice of default as to any payment due hereunder or b) 30 days notice of default as to any non-payment obligation of Lessee due hereunder. Lessor's election to terminate lease shall by effective on the 10th or 30th day, respectively, unless cure is effected, or in the event that a non-payment cure cannot reasonably be effected within such 30 day period, Lessee is proceeding reasonably and diligently to effect such cure. Lessee may avoid termination by curing default within 10 days or 30 days, respectively, of Lessor's notice, consistent with the terms of this Paragraph.

Lessor shall be entitled to possession of the premises immediately at end of the 10 day opportunity to cure period if cure is not effected by then. To effect taking possession, Lessor may change door locks and otherwise secure the premises against entry by Lessee. Lessee waives and releases any claims arising out of such action by Lessor, unless termination was unlawful. If termination under this Paragraph, Lessor has the right to pursue all its legal

AMCO Received 9/21/2020

rights under this lease and common or statutory law as if the lease had not been terminated, including collecting future rents not then accrued and any damages flowing from the default or early termination of lease. Should Lessor incur legal fees or costs of collection to enforce these rights and remedies, Lessee shall be fully liable to Lessor for such fees or costs.

22) Inspection: Lessor shall have the right during business hours to inspect the premises in their entirety during the term of this lease or any extension thereof.

23) Assignment: This lease is not assignable by Lessee without the written consent of Lessor, nor may Lessee sublet the premises or any portion thereof without the written consent of Lessor. Any assignment or subletting to which the Lessor consents will not relieve Lessee of the obligations herein, and Lessor shall remain entitled to enforce the terms of this lease against Lessee without seeking recourse either primarily or secondarily against the assignee or sub-tenant.

24) Option to Extend: Provided that Lessee has not defaulted on this lease and is not then in default, Lessee shall have an option to extend its lease occupancy for an additional 5 years, under the same terms and conditions as set forth in this lease.

To exercise an option, Lessee must give written notice of its decision to exercise an option to extend to Lessor between June 1 and July 31, 2021. Such notice, if timely and valid, is binding on both parties and cannot be revoked thereafter.

25) Signage: Lessee shall not place or allow to be placed on the exterior walls, doors, windows, or upon the roof, soffits, or other exterior surfaces of the premises, any sign, awning, canopy, billboard or other signage or advertisement, without prior written consent of Lessor.

26) Special Provisions:

A) In the event that Lessee's becomes unable or unwilling to continue operations under AS 17.38.et seq. This lease will become null and void upon such event. Any event rendering the Lessee's business or property to be subject to forfeiture under law shall be considered an event making the Lessee unable to continue operations. Specifically, this lease shall terminate upon the occurrence of any of the following events:

1) federal prosecution for conspiracy to sell, produce or transport an illegal drug

AMCO Received 9/21/2020

2) seizure or threat of seizure of either Lessor or Lessee property under federal laws providing for forfeiture of asset by those involved in drug trafficking

B) Lessee shall take all reasonable steps to insure that its operations do not encourage or allow undesirable conditions to occur or persist, such undesirable conditions being loitering by third persons on or around the property, or third persons engaging in acts which are illegal under local or state law on the property, or causing nuisance to any neighboring property occupiers or owners.

Dated: 11/25/16

Lessor
David Shimek

Dated: 11/25/16

Lessee
CloudBerry Partners,
by Elijah Good-Farm

Undersigned CloudBerry Partners consent to this Agreement as executed by Partner Elijah Good-Farm

Joseph Shimek

Lily Shimek

Sandor Brown

AMCO Received 9/21/2020

Exh. A to Cloud Berry Lease

AMCO Received 9/21/2020

Amendment to CloudBerry Cannabis Partnership
(formerly named the CloudBerry Partners)
Agreement

Former Partners Elijah Goodfarm and Sandor Brown having voluntarily withdrawn from the Partnership pursuant to Paragraph 31, and having given the required advance notice thereof;

All claims of any existing Partners and former Partners by and against any other Partners having been waived and all claims discharged thereby:

Whereas, the remaining Partners have determined to continue the Partnership and its operations, assets, and liabilities;

Whereas the Partnership has previously secured approval for a Name Change of the Retail AMCO license 11547 to CloudBerry Cannabis, to be operated under the existing Partnership Agreement;

Now, therefore, it is agreed that the remaining Partners will be solely responsible for all Partnership debts and hold the withdrawn Partners harmless from any claims arising out of their involvement in the Partnership heretofore:

And further, that henceforth the ownership partnership interests of the remaining Partners will be as stated below:

Lily A. Shimek	60%
Joseph D. Shimek	40%

And further, that the Partnership Agreement executed Nov. 1, 2016, is hereby amended to reflect the matters and agreements stated herewith.

Dated: May 25, 2018

Lily A. Shimek

Dated: May 25, 2018

Joseph D. Shimek

Received by AMCO 6.30.20

copy

PARTNERSHIP AGREEMENT for CloudBerry Partners

THIS PARTNERSHIP AGREEMENT (the "Agreement") made and entered into this 1st day of November, 2016 (the "Execution Date"),

AMONGST:

Elijah Goodfarm of 8670 West Gus's Court, Wasilla, Alaska, 99623,
Lily A. Shimek of 7426 Bern Street, Anchorage, Alaska, 99507,
Joseph D. Shimek of 18619 S. Lowrie St, Eagle River, Alaska, 99577, and
Sandor Brown of 927 E. 10th Ave., Anchorage, Alaska, 99501
(individually the "Partner" and collectively the "Partners").

BACKGROUND:

A. The Partners wish to associate themselves as partners in business.

B. This Agreement sets out the terms and conditions that govern the Partners within the Partnership.

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

Formation

1. By this Agreement the Partners enter into a general partnership (the "Partnership") in accordance with the laws of the State of Alaska. The rights and obligations of the Partners will be as stated in the applicable legislation of the State of Alaska (the 'Act') except as otherwise provided here.

Name

2. The firm name of the Partnership will be: CloudBerry Partners.

Purpose

3. The purpose of the Partnership will be: cultivation and retail sales of herbal products.

Term

4. The Partnership will begin on November 5th, 2016 and will continue until terminated as provided in this Agreement.

Place of Business

5. The principal office of the business of the Partnership will be located at 7426 Bern Street, Anchorage, Alaska, 99507 or such other place as the Partners may from time to time designate.

Capital Contributions

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

Partner	Contribution Description	Agreed Value

Received by AMCO 6.30.20

Elijah Goodfarm	services requested by partners	$10.00 USD
Lily A. Shimek	services requested by partners	$10.00 USD
Joseph D. Shimek	services requested by partners	$10.00 USD
Sandor Brown	services requested by partners	$10.00 USD

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

Withdrawal of Capital

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

Additional Capital

9. Capital Contributions may be amended from time to time, according to the requirements of the Partnership provided that the interests of the Partners are not affected, except with the unanimous consent of the Partners. No Partner will be required to make Additional Capital Contributions. Whenever additional capital is determined to be required and an individual Partner is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by Partnership business obligations, remaining Partners may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of profits or losses among all the Partners will be adjusted to reflect the aggregate change in Capital Contributions by the Partners.

10. Any advance of money to the Partnership by any Partner in excess of the amounts provided for in this Agreement or subsequently agreed to as Additional Capital Contribution will be deemed a debt due from the Partnership and not an increase in Capital Contribution of the Partner. This liability will be repaid with interest at rates and times to be determined by a majority of the Partners within the limits of what is required or permitted in the Act. This liability will not entitle the lending Partner to any increased share of the Partnership's profits nor to a greater voting power. Such debts may have preference or priority over any other payments to Partners as may be determined by a majority of the Partners.

Capital Accounts

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

Interest on Capital

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

Financial Decisions

13. Decisions regarding the distribution of profits, allocation of losses, and the requirement for Additional Capital

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Contributions as well as all other financial matters will be decided by a majority vote of the Partners.

Profit and Loss

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

PARTNER	PROFIT/LOSS PERCENT
Elijah Goodfarm	25%
Lily A. Shimek	25%
Joseph D. Shimek	25%
Sandor Brown	25%

Compensation for Services Rendered

15. No Partner will be compensated for services rendered to the Partnership, except reimbursement for expenses directly related to the operation of the Partnership.

Books of Account

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

Annual Report

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

    a. A statement of all information as will be necessary for the preparation of each Partner's income or other tax returns;

    b. A copy of the Partnership's federal income tax returns for that fiscal year;

    c. A breakdown of the profit and loss attributable to each Partner; and

    d. Any additional information that the Partners may require.

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Banking and Partnership Funds

18. The funds of the Partnership will be placed in such investments and banking accounts as will be designated by the Partners.

Fiscal Year

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

Audit

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

Management

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

Contract Binding Authority

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

Tax Matters Partner

23. The tax matters partner will be Lily A. Shimek (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Partnership and make any related elections that the Partners deem advisable.

24. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority vote of the other Partners. In the event of a withdrawal of the Tax Matters Partner from the Partnership, the remaining Partners will appoint a successor as soon as practicable.

Meetings

25. Regular meetings of the Partners will be held monthly.

26. Any Partner can call a special meeting to resolve issues that require a vote, as indicated by this Agreement, by providing all Partners with reasonable notice. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held.

27. All meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all Partners.

Admitting a New Partner

28. A new Partner may only be admitted to the Partnership with a majority vote of the existing Partners.

29. Any new Partner agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Partner will execute such documents as are needed to effect the admission of the new Partner. Any new Partner will receive such business interest in the Partnership as determined by a unanimous decision of the other Partners.

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Transfer of Partnership Interest

30. A Partner may not assign their distribution interest in the Partnership and its assets.

Voluntary Withdrawal of a Partner

31. Any Partner will have the right to voluntarily withdraw from the Partnership at any time. Written notice of intention to withdraw must be served upon the remaining Partners at least three (3) months prior to the withdrawal date.

32. Except as otherwise provided elsewhere in this Agreement, the voluntary withdrawal of a Partner will have no effect upon the continuance of the Partnership business.

33. In the event that a Partner's interest in the Partnership is to be sold, the remaining Partners have a right of first purchase on that interest. If any of the remaining Partners elect to purchase the interest of the Dissociated Partner, those Partners will serve written notice of such election upon the Dissociated Partner within thirty (30) days after receipt of the Dissociated Partner's notice of intention to withdraw, including the purchase price and method and schedule of payment for the Dissociated Partner's interest. The purchase amount of any buyout of the Dissociated Partner's interest will be determined as outlined in the Valuation of Interest section of this Agreement, Paras. 48 and 49.

34. A Dissociated Partner will only exercise the right to withdraw in good faith and will act to minimize any present or future harm done to the remaining Partners as a result of the withdrawal.

Involuntary Withdrawal of a Partner

35. Events resulting in the involuntary withdrawal of a Partner from the Partnership will include but not be limited to: death of a Partner; Partner mental incapacity; Partner disability preventing reasonable participation in the Partnership; Partner incompetence; breach of fiduciary duties by a Partner; criminal conviction of a Partner; Expulsion of a Partner; Operation of Law against a Partner; or any act or omission of a Partner that can reasonably be expected to bring the business or societal reputation of the Partnership into disrepute.

36. Except as otherwise provided elsewhere in this Agreement, the involuntary withdrawal of a Partner will have no effect upon the continuance of the Partnership business.

37. In the event that a Partner's interest in the Partnership is to be sold, the remaining Partners have a right of first purchase on that interest. If any of the remaining Partners elect to purchase the interest of the Dissociated Partner, those Partners will serve written notice of such election, including the purchase price and method and schedule of payment upon the Dissociated Partner, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the Dissociated Partner. The purchase amount of any buyout of a Partner's interest will be determined as outlined in the Valuation of Interest section of this Agreement, Paras. 48 and 49.

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

Dissociation of a Partner

39. Where the remaining Partners have purchased the interest of a Dissociated Partner, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal.

40. The Partnership will retain exclusive rights to use of the trade name and firm name and all related brand and model names

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of the Partnership.

41. Where the voluntary or involuntary withdrawal of a Partner results in only one Partner remaining or where no buyer is found to purchase the interest of the Dissociated Partner then the Partnership will proceed in a reasonable and timely manner to dissolve the Partnership, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement, Paras. 48 and 49.

42. The remaining Partners retain the right to seek damages from a Dissociated Partner where the dissociation resulted from a malicious or criminal act by the Dissociated Partner or where the Dissociated Partner had breached their fiduciary duty to the Partnership or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Partnership or to the reputation of the Partnership.

43. On any purchase and sale of a Partnership interest, a Dissociated Partner will only have liability for Partnership obligations that were incurred during their time as a Partner. Immediately upon the sale of a withdrawing Partner's interest, the Partnership will prepare, file, serve, and publish all notices required by law to protect the withdrawing Partner from liability for future Partnership obligations.

Dissolution

44. Except as otherwise provided in this Agreement, the Partnership will be dissolved upon a majority vote of all Partners.

Distribution of Property on Dissolution of Partnership

45. In the event of the dissolution of the Partnership, each Partner will share in any remaining assets or liabilities of the Partnership in proportion to the Partners' Capital Contributions inclusive of any Additional Capital Contributions (the "Dissolution Distribution").

46. Upon Dissolution of the Partnership and liquidation of Partnership Property, and after payment of all selling costs and expenses, the liquidator will distribute the Partnership assets to the following groups according to the following order of priority:

    a. in satisfaction of liabilities to creditors except Partnership obligations to current Partners;

    b. in satisfaction of Partnership debt obligations to current Partners; and then

    c. to the Partners according to the Dissolution Distribution described above.

47. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Partnership assets after liabilities or any insufficiency in Partnership assets in resolving liabilities under this section will be shared by the Partners according to the Dissolution Distribution described above.

Valuation of Interest

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

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intent of this section is to ensure the survival of the Partnership despite the withdrawal of any individual Partner.

49. No allowance in Valuation of Interest will be made for future profits, prospective profits, goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Partnership books immediately prior to valuation.

Goodwill

50.

Title to Partnership Property

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

Voting

52. In any vote required by the Partnership, the vote cast by each Partner will be in proportion to profit and loss sharing ratios.

Force Majeure

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

Duty of Loyalty

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

55. A withdrawing Partner will not carry on a similar business to the business of the Partnership within any established or contemplated market regions of the Partnership for a period of at least six (6) months after the date of withdrawal.

Duty of Accountability for Private Profits

56. Each Partner must account to the Partnership for any benefit derived by that Partner without the consent of the other Partners from any transaction concerning the Partnership or any use by that Partner of the Partnership property, name or business connection. This duty continues to apply to any transactions undertaken after the Partnership has been dissolved but before the affairs of the Partnership have been completely wound up by the surviving Partner or Partners or their agent or agents.

Duty to Devote Time

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

Forbidden Acts

58. No Partner may do any act in contravention of this Agreement.

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59. No Partner may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Partner in the Partnership.

60. No Partner may do any act that would make it impossible to carry on the ordinary business of the Partnership.

61. No Partner may confess a judgment against the Partnership.

62. No Partner will have the right or authority to bind or obligate the Partnership to any extent with regard to any matter outside the intended purpose of the Partnership.

63. Any violation of the above Forbidden Acts will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.

Indemnification

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

Liability

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

Liability Insurance

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

Life Insurance

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

Amendments

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

Jurisdiction

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

Definitions

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

    a. "Additional Capital Contributions" means Capital Contributions, other than Initial Capital Contributions, made by Partners to the Partnership.

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b. "Capital Contribution" means the total amount of cash or Property contributed to the Partnership by any one Partner.

c. "Dissociated Partner" means any Partner who is removed from the Partnership through a voluntary or involuntary withdrawal as provided in this Agreement.

d. "Expulsion of a Partner" can occur on application by the Partnership or another Partner, where it has been determined that the Partner:

i. Has engaged in wrongful conduct that adversely and materially affected the Partnership's business;

ii. Has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Partnership or to the other Partners; or

iii. Has engaged in conduct relating to the Partnership's business that makes it not reasonably practicable to carry on the business with the Partner.

e. "Initial Capital Contribution" means Capital Contributions made by any Partner to acquire an interest in the Partnership.

f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

Additional Clause

71. The Partners agree that the initial and presumptive division and distribution of profits will be governed by their respective ownership interests, but subject to revision on a quarterly basis to reflect the time devoted and value of services rendered by each Partner during the preceding quarter. Such revisions will be made by unanimous agreement of the Partners. In the event no unanimous agreement can be reached by the Partners by the 15th day of the month following the quarter, the division and distribution of profits will be decided by a non-Partner chosen by the Partners. If the Partners cannot decide unanimously on such a non-Partner, the Partners hereby agree that David Shimek or his nominee shall serve in that capacity. The decision of the non-Partner or David Shimek, as the case may be, will be final.

Miscellaneous

72. Time is of the essence in this Agreement.

73. This Agreement may be executed in counterparts.

74. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

75. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

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76. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

77. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Partner's successors, assigns, executors, administrators, beneficiaries, and representatives.

78. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

79. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF the Partners have duly affixed their signatures under hand and seal on this 1st day of November, 2016.

11/1/16

Elijah Goodfarm Partner

Lily A. Shimek Partner

Joseph D. Shimek Partner

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Sandor Brown Partner

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