

Alcohol & Marijuana Control Office

Initiating License Application

6/26/2021 12:23:50 PM

License Number: 12872**License Status:** Active-Operating**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** GREENSTAR, INC.**Business License Number:** 1052982**Designated Licensee:** Jason Bott**Email Address:** greenstar.cultivators@gmail.com**Local Government:** Kenai Peninsula Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 60.746000, -151.210000**Physical Address:** 54843 Kenai Spur Hwy
Nikiski, AK 99635-9999
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10055488**Alaska Entity Name:** Greenstar, Inc.**Phone Number:** 907-252-4342**Email Address:** greenstar.cultivators@gmail.com**Mailing Address:** po box 3208
soldotna, AK 99669-9719
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Jason Bott**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-252-4342**Email Address:** greenstar.cultivators@gmail.com**Mailing Address:** po box 3208
Soldotna, AK 99669-9719
UNITED STATES**Note:** No affiliates entered for this license.

Notice of Violation

Email

(3AAC 306.805)

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

Date: 11/23/20

License #/Type: 12872

Standard Cultivation

Designated Licensee: Jason Bott

AMCO Case#:

DBA: Greenstar Inc

Premises Address: 54843 Kenai Spur Hwy, Nikiski, AK 99635-9999

Mailing Address: PO Box 3208, Soldotna, AK 99669-9719

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

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

As of 11/18/20, Greenstar Inc, 12872, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

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

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

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

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

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

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

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:

SIGNATURE:

Delivered VIA: Email

Date:

Notice of Violation

Email

(3AAC 306.805)

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

Date: 12/28/20

License #/Type: 12872

Standard Cultivation

Designated Licensee: Jason Bott

AMCO Case#:

DBA: GREENSTAR, INC.

Premises Address: 54843 Kenai Spur Hwy Nikiski, AK 99635-9999

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License #/Type: 12872

Standard Cultivation

Designated Licensee: Jason Bott

AMCO Case#:

DBA: GREENSTAR, INC.

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Alaska Department of Revenue - Tax Division Revenue Online

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Home
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Navigation

My Accounts

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

GREENSTAR INC

NAMES AND ADDRESSES

I WANT TO...

DBA Name Add
Legal Name GREENSTAR INC
Mailing Address PO BOX 3208 SOLDOTNA AK 99669-3208

View My Profile
Make a Payment
View My Payoff Amount
File an Appeal
Add a Power of Attorney
Remove a Power of Attorney

ACCOUNTS¹ HISTORY MESSAGES⁴² LETTERS⁷²

MY ACCOUNTS¹

MY ACCOUNTS

Hide History Filter

Account Type	Name	Frequency	Address	Balance
Marijuana Tax	GREENSTAR INC	Monthly	PO BOX 3208 SOLDOTNA AK	-83.19

* - To increase font size adjust your browser zoom settings

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

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Notice of Violation

Email

(3AAC 306.805)

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Date: 5/20/21

License #/Type: 12872

Standard Cultivation

Designated Licensee: Jason Bott

AMCO Case#:

DBA: GREENSTAR, INC.

Premises Address: 54843 Kenai Spur Hwy Nikiski, AK 99635-9999

Mailing Address: PO Box 3208 Soldotna, AK 99669-9719

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Standard Cultivation

Designated Licensee: Jason Bott

AMCO Case#:

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As of 6/16/2021, Greenstar Inc, 12872, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

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Explanation of NOV's for Taxes for Lic # 12872

Greenstar Inc.

- 1) There were errors in my account with AK DOR, where not only was a large cash payment (+/- \$13,000 for 5/2020, that was made on time) seemingly misplaced, and I had no knowledge of this (as the payment was in fact made) until the issuance of an NOV in July or August, significant overpayments were also made but not credited to my account to the tune of nearly \$16,000. (which was initially brought to my attention by DOR staff, and subsequently, after an audit of my account/returns, was corrected.) upon correction, the issue was resolved, but I did in fact receive NOV's for monies that were not actually owed prior to my account being straightened out. I both communicated this with AMCO, and spoke at an AMCO meeting regarding this.
- 2) I submitted applications for LIC #'s 23692 and 23694 in July 2020, after bearing substantial costs in terms of leasing, equipping, and upfitting the building, DEC wastewater engineering, fire marshall compliance etc. Those applications were not even initially examined until December, at which time I was told that my publisher's affidavits weren't recent enough, and I needed to republish my notifications, which I did the next day. However, the timing meant that the required 3 weeks of publication would preclude me from the January meeting as well by failing to meet the cutoff for being deemed complete by 2 or 3 days. In the meantime, as I was paying lease payments, not having much if any income from the cultivation as I was trying to hold product to be able to have product on hand for retail inventory and concentrates manufacture, without having to purchase from outside sources and incurring even more expense. Due to

burgeoning financial concerns, I held off from completing the upfit until I actually received AMCO and subsequent Borough approval for the licenses in April 2021, and was finally granted the licenses/approval to operate after inspection in May, 2021. I have admittedly fallen behind in my taxes by 2 months since missing the payments due in April and May, for a total of +/- \$14,500 but should have them completely current within 30 days.

While I am certainly not blaming anyone else for my falling behind with the DOR, when the buck must certainly stop with me as the business owner, I do think that the additional and quite substantial financial burden I have had to endure in additional lease payments, upfit costs as material prices soared, maintaining of employees that were meant to be working at these businesses within 90-120 days of my initial submission in July, holding of products (at the expense of income so as to not have to purchase inventory at even greater expense), and consequently no longer having the financial reserves to be able to continue to absorb overhead without some income from the properties I have built out and am leasing for these licenses, I simply could not afford to wait until July to open them so as to avoid renewals being required. And consequently, I am now faced with renewal costs with less than 60 days for these businesses to operate and make the money to accommodate these costs on their own. These are my problems, and while I completely understand that and take full responsibility for the situation, I just wanted to use this opportunity to explain the circumstances that the length of time elapsed to accomplish what I believed was supposed to be a 90-120 day process once my submissions were made (nearly a year) found me in. I believed that I had acted in a responsible fashion, saved the money to be able to weather even 6 months prior to receiving the go ahead to operate and begin to recoup my outlay,

and be in a situation that saw me with 4 or 5 months to operate these businesses and generate the income get back to flush (or at least back to zero) prior to absorbing more expenses.

That simply is not the case, and while I am not making excuses, I am plainly stating the situation that I have found myself in. I have made the renewals, and certainly the taxes will soon be paid and thereafter kept current, but at this moment this is simply the situation that I am in. I didn't think the process would be anywhere near this protracted, and result in this kind of financial hardship that finds me in this situation, as I have been running a licensed facility since 2017, and have always previously found dealings with AMCO to be both easy (as long as you followed the instructions and gave them what they requested in a timely manner) and expedient.

Again, I will have the excise taxes current shortly, and am not at all trying to deflect from my responsibilities, as the buck indeed must stop with me as the business owner. I am not asking for any allowances to be made, or any special considerations, when the whole past year saw EVERYONE get messed up in so many ways, but the renewal application asks for a letter in explanation of the NOV's, so I have explained the situation as best I can. Thank you for affording me the chance to do so.

Sincerely,



Jason M. Bott, President,

Greenstar Inc.

(907) 252-4342



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:	Greenstar Inc.	License Number:	12872		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Greenstar Inc.				
Premises Address:	54843 Kenai Spur Hwy				
City:	Nikiski	State:	AK	ZIP:	99635

Section 2 – Individual Information

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

Name:	Jason Bott
Title:	President

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.

JMB

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.

JMB

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

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

Initials

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

JMB



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications & Waiver

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

Initials

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

JMB

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.

JMB

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

JMB

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

JMB

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

JMB

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.

JMB

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.

JMB

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

JMB

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.

Jason M. Bott
Signature of licensee



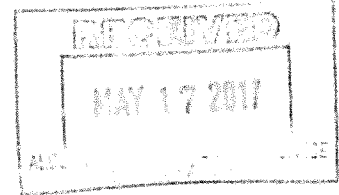
Tatyana Shassetz
Notary Public in and for the State of Alaska

Jason M Bott
Printed name of licensee

My commission expires: 10/23/2022

Subscribed and sworn to before me this 28th day of June, 2021.

LEASE AGREEMENT



THIS LEASE made this 15th day of MAY, 2017, by and between, WHITE STAR DEVELOPMENT, LLC, hereinafter referred to as "LESSOR", and GREENSTAR, INC. hereinafter referred to as "LESSEE".

W I T N E S S E T H:

WHEREAS, Lessor is the owner of certain property located at Soldotna, Alaska, which is more fully described hereinafter, and which property is hereinafter referred to as the "LEASED PREMISES"; and

WHEREAS, Lessor desires to lease the Leased Premises to Lessee for commercial activity; and

WHEREAS, Lessee desires to lease the Leased Premises from Lessor for commercial activity;

NOW THEREFORE, in consideration of the premises, the covenants made herein, and the acts to be performed by the parties hereto, the parties have agreed and by these presents do agree as follows:

I
RECITALS

The recitals hereinabove set forth are incorporated herein by reference for all purposes.

II
LEASED PROPERTY

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following described property:

LOT FOUR (4), BRUNER SUBDIVISION, according to the official plat thereof, filed under Plat No. 2003-55, Records of the Kenai Recording District, Third Judicial District, State of Alaska.

gms
WAV



III
LEASE TERM

The term of this lease shall be for one (1) year commencing on the 15th day of July, 2017, and ending on the 15th day of July, 2018, unless continued as hereinafter provided.

IV
OPTION TO RENEW

Lessor agrees that Lessee shall have the option to extend this Lease Agreement for 1 1/2 (2) years on the same terms and conditions as provided herein, upon the further condition that the rental for any extended period shall be subject to rental increases as provided hereinafter. Lessee shall exercise its option to renew this lease by giving written notice to Lessor of Lessee's intent to exercise the above-described option at least ninety (90) days before the termination of the current lease term.

V
LEASE PAYMENTS

(a) The monthly lease payments due from the 15th day of July, 2017, until the 15th day of July, 2017, shall be **THREE THOUSAND TWO HUNDRED FIFTY AND NO/100TH DOLLARS (\$3,250.00)** each and being due on the 1st day of the month, commencing on the 1st day of August, 2017.

(b) During any extended term of this Lease Agreement (2018-2020), the monthly lease payments which Lessee shall pay to Lessor shall be the sum of \$3,250 (Three thousand two hundred fifty) DOLLARS (\$3,250) per month, each being due on the 1st day of the month.

VI
SECURITY DEPOSIT

On the execution of this Lease, Lessee shall pay to Lessor Five thousand DOLLARS (\$5,000), which sum is to be held as a security deposit to assure payment of further rent and as security against any default or breach of the Lease by Lessee. If Lessee defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for payment of any rent or any other sum in default, or for the payment

WAW JMD

of any amount which Lessor may spend or become obligated to spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within five (5) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount, and Lessee's failure to do so shall be a default under this Lease. Lessor shall not be required to keep this security deposit separate from its general funds, and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Lessee (or, at Lessor's option, to the last assignee of Lessee hereunder) following expiration of the Lease term. In the event of termination of Lessor's interest in this Lease, Lessor shall transfer said deposit to Lessor's successor in interest.

VII

USE OF PREMISES/QUIET ENJOYMENT

The Leased Premises shall be used by Lessee for the purpose of conducting commercial activity. Lessee shall not use or permit the Leased Premises or any part thereof to be used for any purpose in violation of any municipal, borough, state, , or other governmental law, ordinance, rule or regulation.

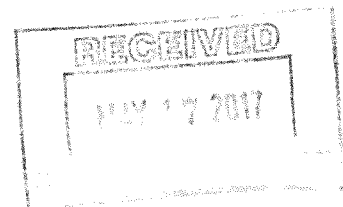
Lessor hereby covenants that Lessee, paying the rent hereby reserved, and observing and performing the several covenants and stipulations herein on their part contained shall peaceably hold and enjoy the Leased Premises during the said term without any interruption by Lessor or any person rightfully claiming under it; subject, however, to the right of Lessor or its agent to enter upon and examine the premises by appointment with Lessee or its agent.

VIII

TAXES AND ASSESSMENTS

Lessee, in addition to the rent provided for herein, shall pay all taxes and assessments upon the Leased Premises, and upon the buildings and improvements thereon, which are assessed during the Lease Term or any extension thereof. All taxes assessed prior to but payable in whole or in installments after the effective date of the Lease Term, and all taxes assessed during the Lease Term but payable in whole or in installments after the Lease Term, shall be adjusted and prorated, so that Lessor shall pay prorated share for the period prior to and for the period subsequent to the Lease Term and Lessee shall pay its prorated share for the Lease Term.

WHA *[Signature]*



IX
DEFAULT BY LESSEE AND REMEDIES

Default and Remedies. The following events shall be deemed to be events of default by Lessee under this lease:

(a) Lessee shall fail to pay any installments of rent or other obligation hereunder involving the payment of money and such failure shall continue for a period of ten (10) days after the date due.

(b) Lessee shall fail to comply with any term, provision or covenant of this lease, other than as described in subsection (a) above, and shall not cure such failure within fifteen (15) days after written notice thereof to Lessee.

(c) Lessee or any guarantor of Lessee's obligations under this lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Lessee or any guarantor of Lessee's obligations under this lease shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or Lessee or any guarantor of Lessee's obligations under this lease shall be adjudged bankrupt or insolvent in proceedings filed against Lessee or any guarantor of Lessee's obligations under this lease.

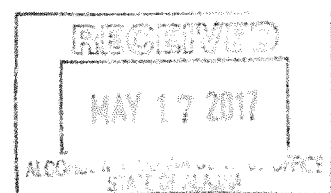
(e) A receiver or Trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee or of any guarantor of Lessee's obligations under this lease.

(f) Lessee shall desert or vacate or shall commence to desert or vacate the Leased Premises or any substantial portion of the Leased Premises or shall remove or attempt to remove, without the prior written consent of Lessor, all or a substantial portion of Lessee's goods, wares, equipment, fixtures, furniture, or other personal property.

(g) Lessee shall do or permit to be done anything which creates a lien upon the premises.

Upon the occurrence of any such events of default, Lessor shall have the option to pursue either of the following alternative remedies:

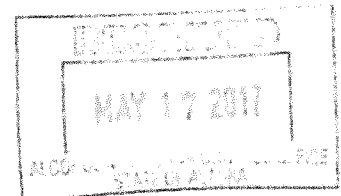
WAW JMD



(1) Without any notice or demand whatsoever, Lessor may take any one or more of the actions permissible at law to insure performance by Lessee or Lessee covenants and obligations under this lease. In this regard, it is agreed that if Lessee deserts or vacates the Leased Premises, Lessor may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Lessee the monthly rentals and other charges provided in this lease, without any obligation to relet; but that if Lessor does, at its sole discretion, elect to relet the Leased Premises, such action by Lessor shall not be deemed as an acceptance of Lessee's surrender of the Leased Premises unless Lessor expressly notifies Lessee of such acceptance in writing. Lessee hereby acknowledges that Lessor shall be reletting as Lessee's agent and Lessee hereby agrees to pay to Lessor on demand any deficiency that may arise between the monthly rentals and other charges provided in this lease and that actually collected by Lessor. It is further agreed that in the event of any default described in subsection (b) above, Lessor has the right to enter upon the Leased Premises by force if necessary without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

(2) Lessor may terminate this lease by written notice to Lessee, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore. Lessee hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of any termination effected pursuant to this subsection (2).

It is further agreed that Lessee shall compensate Lessor for all expenses incurred by Lessor in repossession (including among other expenses any increase in insurance premiums caused by the vacancy of the Leased Premises), all expenses incurred by Lessor in reletting (including among other expenses, repairs, remodeling, replacements, advertisements, and brokerage fees), all concessions



granted to a new tenant upon reletting (including among other concessions, renewal options) and all losses incurred by Lessor as a direct or indirect result of Lessee's default.

X

SUBORDINATION

Lessee accepts that this lease is subject and subordinate to any mortgage, deed of trust or other lien presently existing upon the Leased Premises and to any renewals and extensions thereof.

XI

LIENS AND ENCUMBRANCES

Lessee shall keep the Leased Premises free and clear from any liens and encumbrances arising or growing out of the use and occupancy of the Leased Premises by Lessee.

Lessor shall keep the Leased Premises free and clear from any liens and encumbrances.

XII

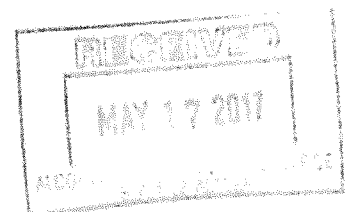
UTILITIES AND OTHER SERVICES

Lessee shall, at its expense, furnish all utilities and services used or consumed upon the Leased Premises. Lessor shall not be liable for any loss or damage caused or resulting from any violation, interruption or failure of such utility or services due to any cause whatsoever.

XIII

CONSTRUCTION OF IMPROVEMENTS

Lessor shall be under no obligation whatever to construct, make or perform any improvements, repairs or alterations to the Leased Premises whatsoever. Lessee shall have the right to construct any improvements desired on the Leased Premises. Lessee shall secure all governmental permits required in connection with such construction work and shall hold Lessor harmless from all liability for liens which may result therefrom. All alterations to the Leased Premises, additions, buildings and improvements, except trade fixtures, appliances and equipment which do not become attached to any building constructed on the Leased Premises shall become the property of Lessor without any obligation on the part of Lessors to pay therefore upon the termination of this Lease Agreement or any extended term thereof for any reason whatsoever. Lessee shall have the right to move any structure off of the Leased



Premises which is not on a permanent foundation. Lessee shall commit no waste of any kind upon the Leased Premises. At the expiration of the Lease Term or any extension thereof, Lessee shall surrender the Leased Premises in good condition, normal wear and tear or casualty excepted.

XIV

MAINTENANCE OF PREMISES

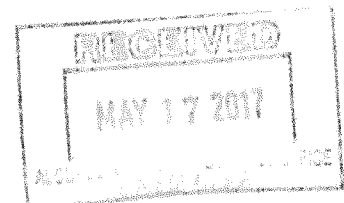
Lessor shall, at its expense, maintain and keep in good repair the foundations, exterior walls, roof, means of common ingress and egress, and other structural portions of the Leased Premises. Lessee shall, at its expense, maintain the interior of the Leased Premises at all times in good condition and repair, and shall commit no waste of any kind in, on or about the Leased Premises, nor create or suffer a nuisance to become on the Leased Premises. At the expiration of the term of this Lease, Lessee shall surrender the Leased Premises to Lessor in good condition, normal wear and tear and damage by fire or other casualty excepted. Lessee shall pay for any and all damage to the Leased Premises, the building located on the Leased Premises and the personal property of Lessor or other tenants or occupants of the Leased Premises, its apparatus or appurtenances. If abnormal wear and tear, abuse or waste of the Leased Premises are found during the term of this Lease, Lessee shall, upon demand by Lessor, immediately eliminate such abnormal wear and tear, abuse or waste and restore the Leased Premises to its condition at the beginning of the Lease, normal wear and tear excepted. Lessee shall be responsible for repair and replacement of doors and windows located on the Leased Premises for any cause except for causes attributable to Lessor.

XV

ASSIGNMENT - SUBLEASE

(a) Lessee shall not assign this Lease Agreement or any interest therein, nor shall this Lease Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise, without first obtaining the written consent of Lessor which will not be unreasonably withheld by Lessor. Any unauthorized assignment or transfer of the Lease Agreement or the Leased Premises shall be voidable by Lessor at its option. Any assignment or transfer by Lessee with the consent of Lessor shall not relieve Lessee of any of duties and obligations under this Lease Agreement.

(b) Lessee shall have the right to sublet the whole or any part of the Leased Premises, provided that no part of the Leased Premises shall be sublet for any purpose which is unlawful,



dangerous, noxious or offensive. No subletting by Lessee shall affect the obligation of Lessee to perform all of the covenants required to be performed by Lessee under the terms of this Lease Agreement.

XVI
INSURANCE

(a) Lessee, during the lease term, shall carry, at its sole expense, public liability insurance covering the leased premises, and for injury or death to any person, and for injury or death to any number of persons in one accident, and for property damage or destruction. The minimum requirements in this section may be increased by Lessor in accordance with customs and usage for comparable property in the neighboring area.

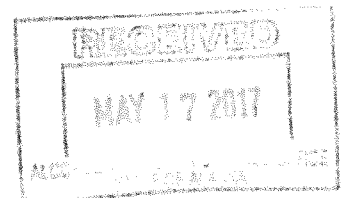
(b) All insurance policies required to be maintained by Lessee under subsection (a) above shall name Lessor (or Lessor's designee) and Lessee as the insured, as their respective interests appear. All such policies shall contain an agreement by the insurer(s) that such policies shall not be cancelled without at least ten (10) days' prior written notice to Lessor. Certificates or copies of all insurance policies shall be furnished to Lessor promptly after the issuance thereof.

(c) Lessor shall not be liable to Lessee, its sub-lessees, or their respective agents, employees, licensees, and invitees for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with a broad form extended coverage.

(d) Lessee agrees to maintain, at its own cost and expense, in full force and effect during the term of this lease and any extensions thereof, fire and casualty insurance with extended coverage endorsement covering all of its furniture, fixtures, equipment, records, and any other personalty in the premises for full replacement value.

XVII
INDEMNIFICATION

Lessor shall not be liable to Lessee or to any other person or persons for any injuries or death or for loss or damage to property (including property of Lessee) occurring on the Leased Premises from any cause whatsoever other than the fault or negligence of Lessor, its agents or employees. Lessee agrees to indemnify and save Lessor harmless from all loss, damage, liability or expense (including expense of defending claims) relating to any action or alleged injury to or death of any person, or actual or alleged loss



or damage to property caused by or resulting from any occurrence to the Leased Premises other than an occurrence resulting from the fault or negligence of Lessor, its agents or employees.

Lessee shall not be liable to Lessor or to any other person or persons for any injuries or death or for loss or damage to property (including property of Lessor) occurring on the Leased Premises from any cause whatsoever other than the fault or negligence of Lessee, its agents or employees.

XVIII
WAIVER

Neither the acceptance of rent nor any other act or omission of Lessor at any time or times after the happening of any event which would enable Lessor to cancel this lease or declare Lessee's interest hereunder forfeited, shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Lessor of its right to cancel or terminate this lease at any time that cause for cancellation or termination may exist, or be construed so as to at any future time estop Lessor from promptly exercising any other option, right or remedy that it may have under any term or provision of this lease.

XIX
NOTICES

All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

LESSOR:
White Star Development, LLC
35835 Ryan Lane
Soldotna, Alaska 99669

LESSEE:
Greenstar, Inc.
35435 Ryan Lane
Soldotna, Alaska 99669

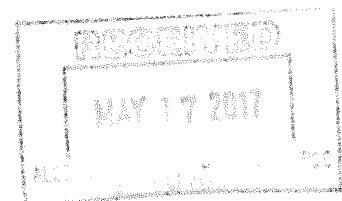
QMS WAW

or to such other respective addresses as either Lessor or Lessee may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed.

XX
HOLDING OVER

In the event Lessee remains in possession of the Leased Premises after expiration of this lease without a written Lease

WAW QMS



Agreement, Lessee shall be deemed to be occupying the Leased Premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement insofar as they may be applicable to such month-to-month tenancy.

XXI
BENEFIT

Subject to the restrictions stated in Article XV hereof, all the terms, conditions, covenants and agreement in this Lease Agreement shall extend to and be binding upon the Lessor, Lessee and its respective successors and assigns and upon any person, firm or corporation coming into ownership or possession of any interest in the Leased Premises by operation of law or otherwise, and shall be construed as covenants running with the land.

XXII
DEFINITIONS

The words "Lessor", "Lessors", and "Lessee", "Lessees" as used in this lease shall include both the singular and plural, the masculine, the feminine and the neuter whenever appropriate and shall include any individual or person acting in a fiduciary capacity as an executor, administrator, trustee or in any other representative capacity. The titles of paragraphs herein are for identification only and not to be considered to be a part of this lease nor to be restrictive in any manner of the provisions of any of the paragraphs of this lease.

XXIII
INVALIDITY

If any provision of this Lease Agreement shall be found to be invalid, the remainder hereof shall nevertheless be carried into effect.

XXIV
APPLICABLE LAW

This lease is made under and shall be construed in accordance with the laws of the State of Alaska.

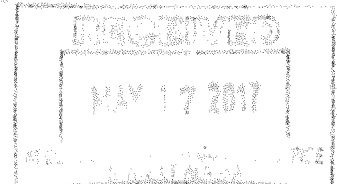
SIGNATURES:

LESSOR:

WHITE STAR DEVELOPMENT, LLC

By: 

Lease Agreement
Page 10 of 11



AMCO RCVD 7/1/2021

LESSEE:

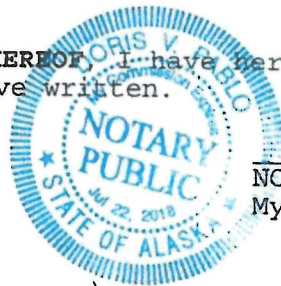
GREENSTAR, INC.

By: [Signature]

STATE OF ALASKA)
:ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 17th day of May, 2017, before me the undersigned Notary Public in and for the State of Alaska, personally appeared Jason M. Bell, to me known to be the President of WHITE STAR DEVELOPMENT, LLC, an Alaskan Limited Liability corporation, and known to me to be the person who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same pursuant to it by-laws or a resolution of its Board of Directors.

IN WITNESS HEREOF, I have hereunto fixed my hand and seal the day and year last above written.

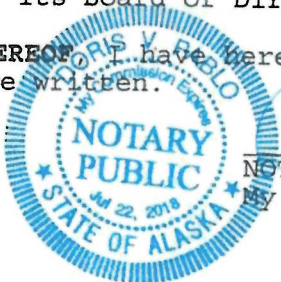


[Signature]
NOTARY PUBLIC, State of Alaska
My Commission Expires: July 22, 2018

STATE OF ALASKA)
:ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 17th day of May, 2017, before me the undersigned Notary Public in and for the State of Alaska, personally appeared William A. White, to me known to be the Vice President of GREENSTAR, INC., an Alaskan corporation, and known to me to be the person who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same pursuant to it by-laws or a resolution of its Board of Directors.

IN WITNESS HEREOF, I have hereunto fixed my hand and seal the day and year last above written.



[Signature]
NOTARY PUBLIC, State of Alaska
My Commission Expires: July 22, 2018



Addendum to Lease Agreement

For the subject property located at 54843 Kenai Spur Highway,

Nikiski, Alaska 99635

Legally described as:

Lot 4, Bruner Subdivision, Nikiski, Alaska 99635

The following additions and statements, as pertaining to the previously signed and executed lease agreement denoting right of possession for the above mentioned property, in exchange for monies, as specified in the original lease agreement, are to be, upon signing by the same duly responsible representatives for both parties (Jason M. Bott, as true and legal representative for White Star Development, LLC, and William A. White as true and legal representative for Greenstar Inc.) are to be binding, and in all considerations made, identically legally binding and enforceable, as addendums to, and in all considerations henceforth, parts of, the original executed lease agreement document.

ADDITIONAL CLAUSE IN ADDENDUM TO LEASE AGREEMENT:

DEFAULT AND EVICTION FROM/VACATION OF PREMISES/PROPERTY BY TENANT/LESSEE:

In the event of any default on the lease agreement, as is defined in the signed and executed lease agreement, by the tenant/lessee, resulting in either the eviction from, or the voluntary vacation of the property/premises by the tenant/lessee, the following statements are made, and the directives and procedures contained therein are to be strictly adhered to and enforced.

As the lessee/tenant is to be conducting business at the property as a **Standard Marijuana Cultivation Facility, duly and legally licensed by the State of Alaska, to conduct business and commercial activity as such,** the plants under cultivation, and any marijuana, marijuana products, marijuana waste materials, or any products associated with marijuana are to be viewed as falling directly under the strict regulatory provisions as set forth by the State of Alaska Alcohol and Marijuana Control Office (AMCO) and their applicable regulatory and enforcement divisions/departments. To that end, in the event of any default on the lease agreement, and subsequent eviction from/vacation of the property and premises by the tenant/lessee, the landlord/lessor is to immediately secure the premises and property, and notify the proper authorities (AMCO/AMCO enforcement) of the default, eviction/vacation, and keep the premises secured, while **NOT CONFISCATING, TAKING, SEIZING, OR IN ANY WAY REMOVING ANY ITEMS FROM THE PREMISES/PROPERTY UNTIL SUCH A TIME AS AMCO, OR THEIR REPRESENTATIVES HAVE BEEN CONTACTED, AND PROVIDED EITHER ASSISTANCE, OR WRITTEN INSTRUCTION/GUIDANCE, AS TO HOW THE LANDLORD/LESSOR AND/OR THEIR**

AGENT(S) ARE TO PROCEED. THE PROPERTY/PREMISES IS TO BE SECURED, WITH ABSOLUTELY NO ACTION CONCERNING THE REMOVAL OF ANY MARIJUANA RELATED ITEMS TO BE REMOVED WITHOUT THE EXPRESS WRITTEN DIRECTION OF AMCO. THE STATE of ALASKA, OR THEIR AUTHORIZED AGENTS. THIS IS TO BE DONE AS A MEANS OF PREVENTING ANY POSSIBLE DIVERSION OF MARIJUANA OR MARIJUANA PRODUCTS, AND IS TO BE SEEN AS PART OF AND REQUISITE TO THE EXECUTION OF THE LEASE AGREEMENT.

Signed in agreement, by:



Jason M. Bott, as true and legal representative for White Star Development, LLC




William A. White, as true and legal representative for Greenstar Inc.

And witnessed by:



I CERTIFY that Jason Bott & William White did appear before me and sign the foregoing document freely and voluntarily for the stated purposes and reasons set forth therein on the 09 day of June, 2017.


Notary Public in the State of Alaska
My Commission Expires June 14, 2019



Page 1 of 1
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constitutes no liability towards MPI Services, its owners or suppliers.

Long term extension of lease for 54843 Kenai Spur Hwy

This document is to serve as an extension of the existing lease agreement, for the property located at 54843 Kenai Spur Hwy, between Greenstar Inc. (lessee), and White Star Development LLC (lessor). This document is to signify the continuance/extension of the lease for an additional five (5) years and is to maintain and include any, and all, portions of, and clauses contained within, the lease as originally signed on 06/08/2017. Any addendums to said lease agreement, as previously signed and entered into concerning the property, are to remain in effect, and are to be strictly adhered to and remain legally binding to all involved entities that are either subject to, or responsible for, the performance of any and all duties and/or obligations as listed, stated, or would be implied in the normal course of business, within the original lease agreement/addendum(s) between the parties, for the subject property, as aforementioned.

Signed: _____

Jason M. Bott, as true and legal representative for Greenstar Inc.

Signed: _____

Jason M. Bott, as true and legal representative for White Star Development LLC

And in witness thereof:

I CERTIFY that JASON M. BOTT did appear before me and sign the foregoing document freely and voluntarily for the stated purposes and reasons set forth therein on the 26th day of June, 2021.

Tatyanah Shassetz

Notary Public for the State of Alaska

My Commission Expires 10/23/2022



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	Greenstar, Inc.

Entity Type: Business Corporation

Entity #: 10055488

Status: Good Standing

AK Formed Date: 4/4/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: PO BOX 3208, SOLDOTNA, AK 99669

Entity Physical Address: 54843 KENAI SPUR HWY, NIKISKI, AK 99635

Registered Agent

Agent Name: JASON BOTT

Registered Mailing Address: PO BOX 3208, SOLDOTNA, AK 99669

Registered Physical Address: 39070 JENNIFER DR, SOLDOTNA, AK 99669

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Jason Bott	Director, President, Shareholder, Treasurer, Secretary	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
4/04/2017	Creation Filing	Click to View	Click to View
4/24/2017	Entity Address Change	Click to View	
5/15/2017	Initial Report	Click to View	
6/28/2018	Change of Officials	Click to View	
4/09/2019	Biennial Report	Click to View	
2/27/2021	Biennial Report	Click to View	
3/01/2021	Agent Change	Click to View	

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Alaska Entity #10055488

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

Certificate of Incorporation

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

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

Greenstar, Inc.



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective April 04, 2017.

Chris Hladick
Commissioner

AMCO

JUL 21 2020

BY-LAWS
OF
Greenstar, Inc.

ADOPTED: May 10, 2017

ARTICLE I
OFFICES

1. **Registered Office and Agent.** The registered or statutory office of the Corporation in the State of Alaska is at 35835 Ryan Lane, Soldotna, Alaska, 99669. The registered, statutory or resident agent of the Corporation at such office is JASON BOTT.

2. **Other Places of Business.** Branch or subordinate offices or places of business may be established at any time by the Board if Directors at any place or places where the corporation is qualified to do business.

ARTICLE II
SHAREHOLDERS

1. **Annual Meeting.** The annual meeting of shareholders shall be held upon not less than ten nor more than fifty days written notice of the time, place and purpose of the meeting, at 10 o'clock a.m. on the 15th day of the May of each year at the principal office of the Corporation or at such other time and place as shall be specified in the notice of meeting, in order to elect directors and transact such other business as shall come before the meeting, including the election of any officers as required by law. If that date is a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.

Bylaws 1

AMCC

JUL 21 2020

2. **Special Meeting.** A special meeting of shareholders may be called for any purpose by the president or the Board of Directors as permitted by law. A special meeting shall be held upon not less than ten nor more than fifty days written notice of the time, place and purposes of the meeting.

3. **Action Without a Meeting.** The shareholders may act without a meeting if, prior or subsequent to such action, each shareholder who would have been entitled to vote upon such action shall consent in writing to such action. Such written consent or consents shall be filed in the minute book.

4. **Quorum.** The presence at a meeting in person or by proxy of the holders of shares entitled to cast a majority of all shares issued and outstanding shall constitute a quorum.

5. **Record Date.** The record date for all meetings of shareholders shall be as fixed by the Board of Directors or as provided by Statute.

ARTICLE III

BOARD OF DIRECTORS

1. **Number and Term of Office.** The Board of Directors shall consist of two members. Each director shall be elected by the shareholders at each annual meeting and shall hold office until the next annual meeting of shareholders and until that director's successor shall have been elected and qualified.

2. **Regular Meetings.** A regular meeting of the Board shall be held without notice immediately following and at the same place as the annual shareholder's meeting for the purpose of electing officers and conducting such other business as may come before the regular meetings which may be held without notice, except to members not present at the time of the adoption of the resolution.

3. **Special Meetings.** A special meeting of the Board may be called at any time by the President or by one directors for any purpose. Such meeting shall be held upon not less than one days notice if given orally, (either by telephone or in person,) or by telegraph, or upon not less than one days notice if given by depositing the notice in the United States Mail, postage prepaid. Such notice shall specify the time, place and purposes of the meeting.

Bylaws 2

AMCO

JUL 21 2020

4. **Action Without a Meeting.** The Board may act without a meeting if, prior to such action, each member of the Board shall consent in writing thereto. Such consent or consents shall be filed in the minute book.

5. **Quorum.** A majority of the entire Board shall constitute a quorum for the transaction of business.

6. **Vacancies in Board of Directors.** Vacancies in the Board, whether caused by removal, death, mental or physical incapacitation or any other reason, including vacancies caused by an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, even though less than a quorum of the Board, or by a sole remaining director.

ARTICLE IV

WAIVER OF NOTICE

Any notice required by these By-laws, the certificate of incorporation or the laws of the State of Alaska may be waived in writing by the person entitled to notice. The waiver or waivers may be executed either before, at or after the event with respect to which notice is waived. Each director or shareholder attending a meeting without protesting the lack of proper notice, prior to the conclusion of the meeting, shall be deemed conclusively to have waived such notice.

ARTICLE V

OFFICES

1. **Election.** At its regular meeting following the annual meeting of the shareholders, the Board shall elect a President, Vice-President, Secretary and Treasurer, except such officers as shall be elected by the shareholders. It may elect such other officers, including one or more vice presidents, as it shall deem necessary. One person may hold two or more offices, but no person shall hold the office of president and secretary at the same time.

2. **Duties and Authority of President.** The president shall be chief executive officer of the Corporation. Subject only to the authority of the Board, he shall have general charge and supervision over, and responsibility for, the business and affairs of the Corporation. Unless otherwise directed by the Board, all other officers shall be subject to the authority and supervision of the president. The president

Bylaws 3

AMCO

JUL 21 2020

may enter into and execute in the name of the Corporation contracts and other instruments in the regular course of business or contracts or other instruments not in the regular course of business which are authorized, either generally or specifically, by the Board. He shall have the general powers and duties of management usually vested in the office of the president of a corporation.

3. **Duties and Authority of Vice President.** The vice president shall perform such duties and have such authority as from time to time may be delegated to him by the president or by the Board. In the event of the absence, death, inability or refusal to act by the president, the vice president shall perform the duties and be vested with the authority of the president.

4. **Duties and Authority of Treasurer.** The treasurer shall have the custody of the funds and securities of the Corporation and shall keep or cause to be kept regular books of account for the Corporation. The treasurer shall perform such other duties and possess such other powers as are incident to that office or as shall be assigned by the president or the Board.

5. **Duties and Authority of Secretary.** The Secretary shall cause notices of all meetings to be served as prescribed in these By-laws and shall keep or cause to be kept the minutes of all meetings of the shareholders and the be kept the minutes of all meetings of the shareholders and the Board. The secretary shall have charge of the seal of Board. The secretary shall perform such other duties and possess such other powers as are incident to that office or as are assigned by the president or the Board.

6. **Removal of Officers.** The Board may remove any officer or agent of the Corporation if such action, in the judgment of the Board, is in the best interest of the Corporation. Appointment or election to a corporate office shall not, of itself, establish or create contract rights.

7. **Vacancies in Offices.** The Board, in its absolute discretion, may fill all vacancies in offices, regardless of the cause of such vacancies, for the remainder of the terms of the offices.

Bylaws 4

AMCO

JUL 21 2020

ARTICLE VI

AMENDMENTS TO AND EFFECT OF BY-LAWS

1. **Force and Effect of By-laws.** These By-laws are subject to the provisions of the laws of the State of Alaska and the Corporation's Certificate of Incorporation, as it may be amended from time to time. If any provision in these By-laws is inconsistent with a provision in the State statutes or the Certificate of Incorporation, the provision of the State of Alaska statutes or the Certificate of Incorporation shall govern.

Wherever in these By-laws references are made to more than one incorporator, director or shareholder, they shall, if this is a sole incorporator, director, shareholder corporation, be construed to mean the solitary person; and all provisions dealing with the quantum of majorities or quorums shall be deemed to mean the action by the one person constituting the corporation.

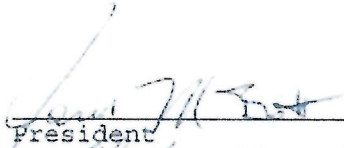
2. **Amendment to By-laws.** These By-laws may be altered, amended or repealed by the shareholders or the Board. Any By-laws adopted, amended or repealed by the shareholders may be amended or repealed by the Board, unless the resolution of the shareholders adopting such By-laws expressly reserves to the shareholders the right to amend or repeal it.

ARTICLE VII

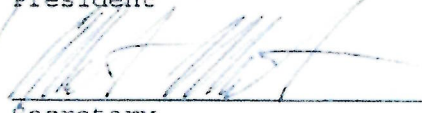
FISCAL YEAR

1. **Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of January of each year.

DATED and approved on the 16th day of July, 2017.



President



Secretary

Bylaws 5

AMCO

JUL 21 2020

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

GREENSTAR, INC.

Po box 3208, Soldotna, AK 99669-9342

owned by

GREENSTAR, INC.

is licensed by the department to conduct business for the period

December 30, 2020 to December 31, 2022
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting



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