

Alcohol & Marijuana Control Office

License Number: 14002

License Status: Active-Operating

License Type: Limited Marijuana Cultivation Facility

Doing Business As: CNE DEVELOPMENT

Business License Number: 1046834

Designated Licensee: ERIC C WIEGMANN

Email Address: colonelmustarddrizzle@gmail.com

Local Government: Kenai Peninsula Borough

Local Government 2:

Community Council:

Latitude, Longitude: 60.113142, -151.561383

Physical Address: 10985 sterling hwy
Ninilchik, AK 99639-0740
UNITED STATES

Licensee #1

Type: Individual

Name: CHARLENE G FLORENCE

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-252-3700

Email Address: colonelmustarddrizzle@gmail.com

Mailing Address: 10985 sterling hwy
P.O. Box 39740
Ninilchik, AK 99639-0740
UNITED STATES

Licensee #2

Type: Individual

Name: ERIC C WIEGMANN

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-953-2572

Email Address: colonelmustarddrizzle@gmail.com

Mailing Address: 10985 sterling hwy
P.O. Box
Ninilchik, AK 99639-0740
UNITED STATES

Note: No entity officials entered for this license.

Note: No affiliates entered for this license.



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Charlene G Florence; Eric C Wiegmann	License Number:	14002		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	CNE Development				
Premises Address:	10985 Sterling Highway				
City:	Ninilchik	State:	AK	ZIP:	99639-0740

Section 2 – Individual Information

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

Name:	Charlene G Florence				
Title:	Owner				

Section 3 – Violations & Charges

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

Initials

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

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

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

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

Initials

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



Form MJ-20: Renewal Application Certifications

Section 4 – Certifications & Waiver

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

Initials

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

CF

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.

CF

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

CF

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

CF

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

CF

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.

CF

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.

CF

I, Charlene Florence, 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.

CF

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.

Charlene Florence
Signature of licensee

Michele Turner
Notary Public in and for the State of Alaska

~~Eric Hoggman~~ CHARLENE FLORENCE
Printed name of licensee

My commission expires: 9/20/2023

Subscribed and sworn to before me this 7th day of June, 2021.





Alaska Marijuana Control Board

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		ZIP:	99639-0740

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Name:	Eric C Wiegmann
Title:	Owner

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

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

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Eric Wiegmann

Signature of licensee

Michele Turner

Notary Public in and for the State of Alaska

Eric Wiegmann

Printed name of licensee

My commission expires: 9/20/2023

Subscribed and sworn to before me this 7th day of June, 2021.



THIS IS TO CERTIFY that on this 31st day of March, 2000, before me the undersigned Notary Public, personally appeared Susan M. Dionne known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and she acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.



R. Janet Robinson
Notary Public in and for State of Calif.
My commission expires: 12/28/2001

001269
HOMER
RECORDING DISTRICT

2000 APR 13 A 10:30 1800
REQUESTED BY FARCO



Basic Tools



15701078

Description

PARCEL ID: 15701078
Private Residential

Owner:
WIEGMANN ERIC CLIFFORD & FLORENCE
CHARLENE GRACE
PO BOX 39740
NINILCHIK, AK 99639

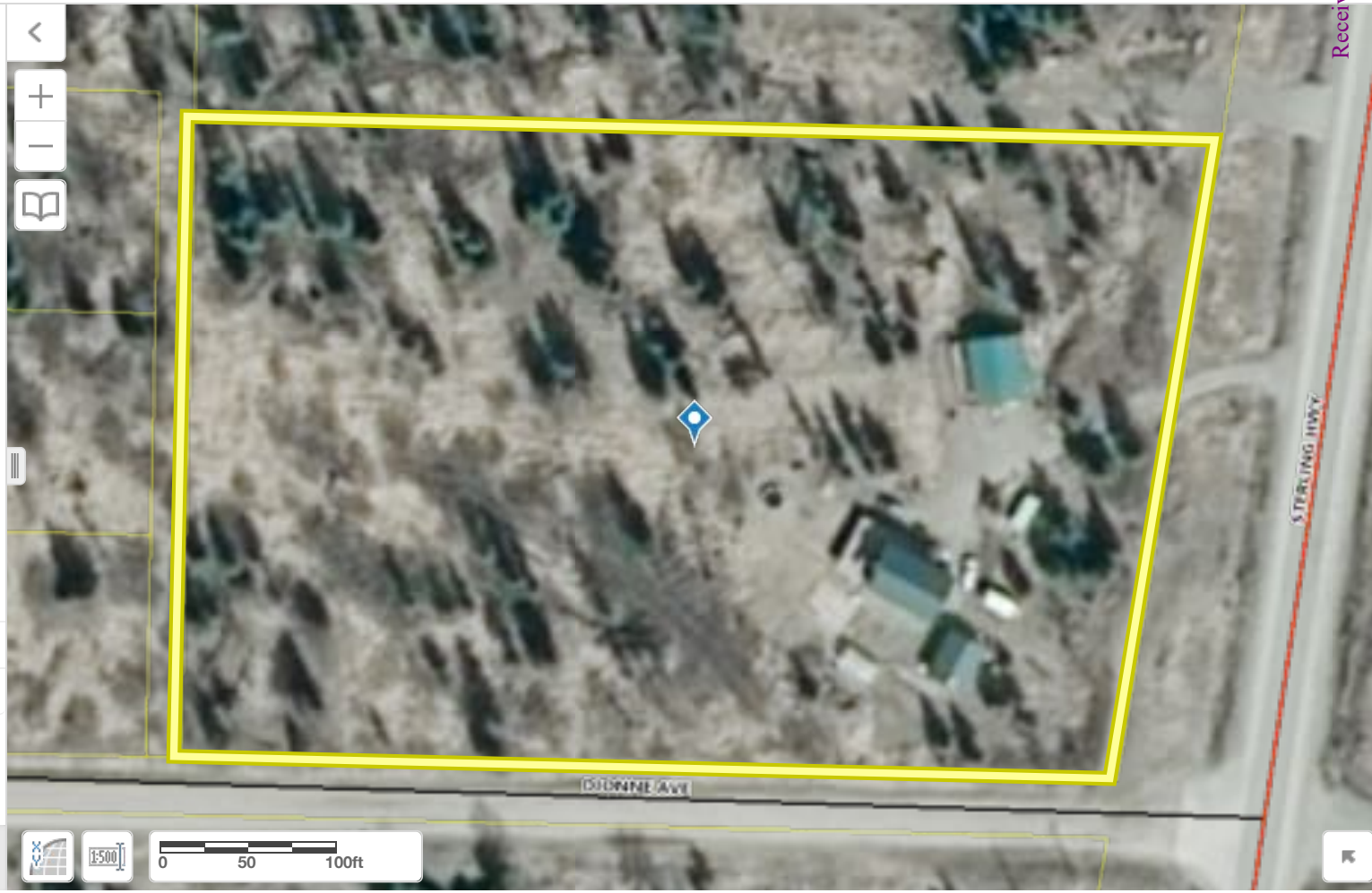
Legal:
T 1S R 13W SEC 5 SEWARD MERIDIAN HM
2000006 DIONNE SUB TRACT C

Physical Addresses:
10985 STERLING HWY

Hyperlinks

- [View a PDF of the Plat](#)
- [View Detailed KPB Assessment Information](#)

Details





Kenai Peninsula Borough, Alaska

Assessing Department

Search Instructions

This site uses the latest single field search technology. Simply enter your search criteria and hit the "search" button to see your results.

Advanced techniques include targeting specific search criteria e.g., "acreage:1-5", the use of the "*" wildcard character, and sorting options for tailoring the results to your specific needs. Please click on the question mark button for instructions and tips on more advanced search techniques.

Property Search

Search

Search



Your search returned 1 records / 1 pages [Download](#)



PARCEL:  15701078

ADDRESS: 10985 STERLING HWY

OWNER: WIEGMANN ERIC CLIFFORD & FLORENCE CH

Land: \$30,700
Improvement: \$371,000
Total: \$401,700



Kenai Peninsula Borough, Alaska

Assessing Department

- Go Back
- Property Search
- Print Report
- Property Taxes

General Info														
Property Owner: WIEGMANN ERIC CLIFFORD & FLORENCE CH PO BOX 39740 NINILCHIK AK 99639-0740 <div style="margin-top: 5px;"> <input type="button" value="Change of Address"/> </div> <div style="margin-top: 5px;"> <input type="button" value="Owner(s)"/> </div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Property ID</td> <td style="text-align: center;">15701078</td> </tr> <tr> <td style="text-align: center;">Address</td> <td style="text-align: center;">10985 STERLING HWY</td> </tr> <tr> <td style="text-align: center;">Transfer Date</td> <td style="text-align: center;">4/13/2000</td> </tr> <tr> <td style="text-align: center;">Document / Book Page</td> <td style="text-align: center;">301 /42</td> </tr> <tr> <td style="text-align: center;">Acreage</td> <td style="text-align: center;">4.7100</td> </tr> <tr> <td style="text-align: center;">Tax Authority Group</td> <td style="text-align: center;">59 - CENTRAL HOSPITAL</td> </tr> </table>	Property ID	15701078	Address	10985 STERLING HWY	Transfer Date	4/13/2000	Document / Book Page	301 /42	Acreage	4.7100	Tax Authority Group	59 - CENTRAL HOSPITAL	
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Legal Description
Description
T 1S R 13W SEC 5 Seward Meridian HM 2000006 DIONNE SUB TRACT C

Value History									
Year	2021	2020	2019	2018	2017	2016	2015	2014	2013
Reason	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main R Certification
Land Assd	\$30,700	\$30,700	\$27,900	\$27,900	\$27,900	\$27,900	\$27,900	\$27,900	\$27,
Imp Assd	\$371,000	\$366,700	\$371,700	\$294,900	\$295,800	\$281,100	\$245,600	\$264,500	\$283,
Total Assd	\$401,700	\$397,400	\$399,600	\$322,800	\$323,700	\$309,000	\$273,500	\$292,400	\$311,

Extension Details																																																											
<input type="button" value="R01"/> <input type="button" value="R02"/>	<div style="margin-bottom: 10px;"> <input type="checkbox"/> </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> <ul style="list-style-type: none"> Attributes Floor Areas Exterior Features </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Address</th> <th style="text-align: left;">10985 STERLING HWY</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Type</td> <td style="text-align: left;">1 1/2 L FRAME</td> </tr> <tr> <td style="text-align: left;">Grade</td> <td style="text-align: left;">G-</td> </tr> <tr> <td style="text-align: left;">Year Built</td> <td style="text-align: left;">2002</td> </tr> <tr> <td style="text-align: left;">Value</td> <td style="text-align: left;">\$247,200</td> </tr> </tbody> </table> <div style="margin-top: 10px;"> <table border="0" style="width: 100%;"> <tr> <td style="width: 10%;"></td> <td style="text-align: center;">Attributes</td> <td></td> </tr> <tr> <td style="text-align: center;">Story</td> <td style="text-align: center;">Attribute</td> <td style="text-align: center;">Detail</td> </tr> <tr> <td></td> <td>Type</td> <td>1 1/2 L FRAME</td> </tr> <tr> <td></td> <td>Occupancy</td> <td>Single family</td> </tr> <tr> <td></td> <td>Roof Structure</td> <td>Gable</td> </tr> <tr> <td></td> <td>Roof Cover</td> <td>Metal</td> </tr> <tr> <td></td> <td>Heating</td> <td>Space heater</td> </tr> <tr> <td></td> <td>Stories</td> <td>1.75</td> </tr> <tr> <td></td> <td>Bathrooms</td> <td>2</td> </tr> <tr> <td></td> <td>Bathrooms (Half)</td> <td>1</td> </tr> <tr> <td></td> <td>Feature</td> <td>Basement Egress Window</td> </tr> <tr> <td>1</td> <td>Exterior Wall</td> <td>Vinyl siding-economy</td> </tr> <tr> <td>1</td> <td>Interior Wall</td> <td>Normal for Class</td> </tr> <tr> <td>1</td> <td>Interior Flooring</td> <td>Base Allowance</td> </tr> <tr> <td>1.75</td> <td>Exterior Wall</td> <td>Vinyl siding-economy</td> </tr> <tr> <td>1.75</td> <td>Interior Flooring</td> <td>Base Allowance</td> </tr> </table> </div>	Address	10985 STERLING HWY	Type	1 1/2 L FRAME	Grade	G-	Year Built	2002	Value	\$247,200		Attributes		Story	Attribute	Detail		Type	1 1/2 L FRAME		Occupancy	Single family		Roof Structure	Gable		Roof Cover	Metal		Heating	Space heater		Stories	1.75		Bathrooms	2		Bathrooms (Half)	1		Feature	Basement Egress Window	1	Exterior Wall	Vinyl siding-economy	1	Interior Wall	Normal for Class	1	Interior Flooring	Base Allowance	1.75	Exterior Wall	Vinyl siding-economy	1.75	Interior Flooring	Base Allowance
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Property Details

Story	Attribute	Detail	
B	Exterior Wall	Vinyl siding-economy	
Area			
Code	Description	Gross	Finished Construction
1.0	Floor Level	1,120	1,120 Wood frame
1.75	Floor Level	560	448 Wood frame
B	Basement	1,120	1,120 Concrete block
Total Area		2,800	2,688
Features			
Code	Description	Size	Construction
OFF	Open frame porch	36	
WDDK	Wood deck	12	
WDDK	Wood deck	632	
WDDK-R		56	

Sketch Legend

Improvements								
Code	Description	Year	Building	Length	Width	Units	Unit Type	Value
SWL	Residential Sewer Water Landscaping	3000	R01	0	0	1	IT	\$10,500
DRIVE	Gravel Driveway	3000	R01	0	0	1	IT	\$2,000
SWL	Residential Sewer Water Landscaping	3000	R02	0	0	1	IT	\$6,500
GRNHSEFS	Greenhouse	2016	R01	20	9	180	SF	\$800
DETGAR	Residential Detached Garage	2008	R01	36	20	624	SF	\$18,200

Alaska Business License # 1046834

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

CNE DEVELOPMENT

BOX 39740, NINILCHIK, AK 99639

owned by

CHARLENE G FLORENCE; ERIC C WIEGMANN

is licensed by the department to conduct business for the period

November 13, 2020 to December 31, 2021
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

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (the "Agreement") made and entered into this 22nd day of April (the "Execution Date"), **Between:**

Eric C Wiegmann of 10985 Sterling highway, Ninilchik, AK 99639, and
Charlene G Florence of 10985 Sterling highway, Ninilchik, AK 99639
(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.
- 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 is 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 Partnerships'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 any Partner to acquire an interest in 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 as stated in the applicable legislation of the State of Alaska (the 'Act') except as otherwise provided in this agreement.

Name

2. The firm name of the Partnership will be: CNE Development.

Purpose

3. The purpose of the Partnership will be: 11 - Agriculture, Forestry, Fishing and Hunting

Term

4. The Partnership will begin on April 16th, 2018 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 10985 Sterling highway, Ninilchik, AK 99639 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 the agreed upon value, as follows (the "Capital Contribution"):

Partner	Contribution Description	Agreed Value
Eric C Wiegmann	Cash, Property	\$50000 USD
Charlene G Florence	Cash, Property	\$50000 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 express 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 addition 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 owed by 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.

Interest on Capital

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

Financial Decisions

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

Profit and Loss

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

Books of Account

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

Annual Report

16. 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 partners income or other tax returns;
 - b. a copy of the Partnerships federal income tax returns for that fiscal year; and
 - c. any additional information that the partners may require.

Banking and Partnership Funds

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

Fiscal Year

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

Audit

19. 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 Partners. Not more than one (1) audit will be required by any or all of the Partners for any fiscal year.

Management

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

Contract Binding Authority

21. Each Partner will have the authority to bind the Partnership in contract.

Tax Elections

22. The Partnership will elect out of the application of chapter 63 subchapter C of the Internal revenue Code of 1986, in each taxable year in which it is eligible to do so in accordance with section 6221(b), by making that election in a timely filed return for such taxable year disclosing the name and taxpayer identification number of each Partner.

Meetings

23. Regular meetings of the Partners will be held only as required.
24. Any partner can call special 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.
25. All meetings will be held at a time and location that is reasonable, convenient and practical considering the situation of all Partners.

Admitting a New Partner

26. No new Partners may be admitted into the partnership.

Voluntary Withdrawal of a Partner

27. 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.
28. The voluntary withdrawal will result in the dissolution of the Partnership.
29. 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

30. 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.
31. The involuntary withdrawal of a Partner will result in the dissolution of the Partnership.

dissociation of a Partner

33. Where the dissociation of a Partner for any reason results in the dissolution of the Partnership 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.
34. 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 har or damage to the Partnership or to the reputation of the Partnership.

Dissolution

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

Distribution of the Property on Dissolution of Partnership

36. In the event of the dissolution of the Partnership, each Partner will share equally (the "Dissolution Distribution") in any remaining assets or liabilities of the Partnership.

37. 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 order of priority;

- a. in satisfaction to creditors except Partnership obligations to current Partners;
- b. in satisfaction of the Partnership debt obligations to current Partners; and then
- c. to the Partners according to the Dissolution Distribution described above.

38. 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

39. 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 Partners interest will be based on that Partners proportion of the dissolution Distribution described above, less any outstanding liabilities the withdrawing Partner may have to the Partnership. The intent of this section is to ensure the survival of the Partnership despite the withdrawal of any individual Partner.

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

Goodwill

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

Title to Partnership Property

42. 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 part.

Voting

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

Force Majeure

44. 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

45. 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.

Duty of Accountability for Private Profits

46. 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 transaction 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

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

Actions requiring Unanimous Consent of the Partners

48. The following list of actions will require the unanimous consent of all Partners;
- a. assigning check signing authority;
 - b. committing the Partnership to new liabilities totaling over \$1,000.00 USD;
 - c. incurring single expenditures that exceed \$5,000.00 USD
 - d. selling or encumbering of any Partnership asset who's fair Market value exceeds \$1,000.00 USD;
 - e. hiring any employee who's total compensation package exceeds \$1,000.00 USD per annum;
 - f. firing of any employee except in the case of gross misconduct that exposes the Partnership to possible liability;
 - g. waiving or releasing any Partnership claim except for full consideration; and
 - h. endangering the ownership or possession of Partnership property.
49. Any losses incurred as a violation of this section will be charged to and collected from the individual Partner that acted without unanimous consent and caused the loss.

Forbidden Acts

50. No Partner may do an act in contravention of this agreement.
51. 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.
52. No Partner may do any act that would make it impossible to carry on the ordinary business of the Partnership.
53. No Partner may confess a judgment against the Partnership.

CNE DEVELOPMENT PARTNERS AND PERCENTAGES

1. ERIC WIEGMAN 50%
2. CHARLENE FLORENCE 50%