



Public Notice

Application for Marijuana Establishment License

License Number: 15918

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: BAREFOOT GROW COMPANY, LLC

Business License Number: 1061033

Email Address: barefootgrow@gmail.com

Latitude, Longitude: 64.827000, -147.486000

Physical Address: 940 Star Court
North Pole, AK 99705
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10069672

Alaska Entity Name: Barefoot Grow Company LLC

Phone Number: 907-978-5356

Email Address: barefootgrow@gmail.com

Mailing Address: PO Box 74337
Fairbanks, AK 99707
UNITED STATES

Entity Official #1

Type: Individual

Name: Jeremy Dance

Phone Number: 707-694-1645

Email Address: barefootgrow@gmail.com

Mailing Address: PO Box 74337
Fairbanks, AK 99707
UNITED STATES

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE _____

Alcohol & Marijuana Control Office

License Number: 15918

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: BAREFOOT GROW COMPANY, LLC

Business License Number: 1061033

Designated Licensee: Jeremy Dance

Email Address: barefootgrow@gmail.com

Local Government: Fairbanks North Star Borough

Local Government 2:

Community Council:

Latitude, Longitude: 64.827000, -147.486000

Physical Address: 940 Star Court
North Pole, AK 99705
UNITED STATES

Licensee #1

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Type: Individual

Name: Jeremy Dance

[REDACTED]

[REDACTED]

Phone Number: 707-694-1645

Email Address: barefootgrow@gmail.com

Mailing Address: PO Box 74337
Fairbanks, AK 99707
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Note: No affiliates entered for this license.



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

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

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:	Barefoot Grow Company LLC	License Number:	15918		
License Type:	Standard Marijuana Cultivation				
Doing Business As:	Barefoot Grow Company LLC				
Premises Address:	940 star ct				
City:	North Pole	State:	Alaska	ZIP:	99705

Section 2 - Individual Information

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

Name:	Jeremy Dance
Title:	Member

Section 3 - Violations & Charges

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

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).



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.

JD

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.

JD

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

JD

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

JD

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

JD

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.

JD

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.

JD

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

[Handwritten signature]

Signature of licensee

Jeremy Dance

Printed name of licensee



[Handwritten signature]

Notary Public in and for the State of Alaska

My commission expires:

04/27/2021

Subscribed and sworn to before me this 30 day of June, 2020.

ALASKA LEASE AGREEMENT FOR COMMERCIAL SPACE

This Lease agreement, entered into effective January 1, 2019 by and between Jessica Dance, an individual residing in North Pole, AK ("Lessor"), and Barefoot Grow Company, LLC a limited liability corporation, with principal offices located in North Pole, AK ("Lessee") provides as follows;

Lessor warrants and represents that it owns that certain parcel of land located at 940 Star Court, North Pole, Fairbanks North Star Borough, AK 99705 more particularly described on Exhibit "A" attached to this Lease and incorporated for the purposes of description ("Parcel") and the office building located on that parcel commonly referred to as the Shop ("Building"); and

Lessor wishes to lease to Lessee, and Lessee wishes to lease from Lessor, under the terms and conditions of this agreement, approximately 2,140 square feet of finished office space in the Building;

Therefore, the parties agree as follows:

1. The Premises. Lessor hereby agrees to lease to Lessee, and Lessee hereby leases from Lessor, the following described premises:

That certain 2,140 square feet of floor space on the main floor of the Building, as outlined in red on Exhibit "A" attached hereto and made a part of this lease for description purposes, more commonly known as the Shop.

2. Term. The term of this lease shall commence on January 1, 2019, and shall continue for a period of five years thereafter, unless sooner terminated as provided in this Lease.

3. Rent. Lessee agrees to pay Lessor a minimum monthly rent during the term of this Lease in the amount of \$4,000 per month, payable on the fifteenth day of each month

during the term of this Lease, with payments to be made by personal delivery or mailing by U.S. Mail to Lessor's office, postmarked not later than the first day of each month during the term of this lease.

c. A late charge of \$500 shall be paid as additional rental for any rental payment hand delivered or received more than five (5) days after the fifteenth day of any calendar month during the term of this lease. Any checks not paid by the Bank upon first presentment shall not constitute payment of any of the sums due under this lease.

4. Notice. Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To Lessor at: 3875 Geist Road Suite E
Fairbanks, AK 99709

To Lessee at: 940 Star Court
North Pole, AK 99705

5. Parking. It is agreed that Lessee, its agents, servants, employees, customers, guests, and invitees, shall have the exclusive right to park without charge, throughout the original term of this lease and any renewal term, 5 (five) automobiles on the Parcel adjacent to the Building on the south side.

6. Possession. Lessor promises to place Lessee in peaceful possession of the Premises, and Lessee, by taking possession of the Premises, will have acknowledged that the Premises are in satisfactory and acceptable condition.

7. Use. Lessee shall use the Premises as a state licensed marijuana cultivation facility and shall not use or permit the Premises to be used for any other purpose.
8. Compliance with Laws. Lessee agrees to observe all laws and governmental regulations applicable to its use of the Premises, together with all reasonable rules and regulations that may be promulgated by Lessor from time to time.
9. Alterations by Lessee. Lessee will make no alterations to the Premises without the prior written consent of the Lessor.
10. Hazards. Lessee shall not use the Premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the Building, or cause the cancellation of any insurance policy covering the Building, or sell or permit to be kept, used, or sold in or about the Premises, any article that may be prohibited by Lessor's insurance policies.
 - a. Lessee shall not commit any waste upon the Premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other tenant, nor shall Lessee allow the Premises to be used for any improper, immoral, unlawful, or unsafe purpose, including, but not limited to, the storage of any flammable materials.
 - b. Nor shall Lessee use any apparatus, machinery or device in or on said Premises that shall make any noise or cause any vibration that can be detected by other tenants, or that shall in any way be a detriment to the Building.
11. Care of the Premises. Lessee agrees to take good care of the Premises.
12. Liability. Lessee agrees that Lessor shall not be liable for any damage or injury to persons or property arising out of the use of the Premises by Lessee, its agents and employees, invitees, or visitors except that occasioned by the negligence or act of Lessor, its agents, employees, servants, contractors, or subcontractors.

a. Lessee will indemnify and save Lessor harmless from all liability and loss on account of any such damage or injury; but Lessee shall not be liable for any damage or injury occasioned by any failure of Lessor to comply with its obligations under this Lease or by reason of the negligence of the Lessor, its agents, servants, employees, contractors, or subcontractors.

b. Lessee shall furnish to Lessor a certificate of public liability insurance, and a certificate of renewal of such insurance from time to time throughout the term of this lease, insuring Lessees against liability for personal injury in the amount of at least \$[Amount] per person or \$[Amount] per accident, and against liability for property damage in the amount of \$[Amount] per occurrence.

c. Lessee agrees that Lessor shall be entitled to post any notice of non liability required by its insurance carrier or mortgagee in a space that complies with any ordinance or insurance policy approved by the State Board of Insurance, throughout the term of this lease.

13. Lessor's Right to Inspect. Lessee agrees to permit Lessor and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the Lessor is responsible or feels necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority.

14. Fixtures and Personal Property. Any trade fixtures, equipment, or personal property permanently installed in or permanently attached to the Premises, Building, or Parcel by or at the expense of Lessee shall be and remain the property of Lessee, including Lessee's lighted sign, and Lessor agrees that Lessee shall have the right to remove any and all of such property prior to the expiration or termination of this Lease Agreement, so long as no default exists under this Lease. Lessee agrees that it will, at its expense, repair any damage occasioned to the Premises by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.

15. Repairs and Maintenance. Lessor agrees that it shall, at its cost and expense, maintain the parking area described in Paragraph 6, the Parcel on which the Premises are located, the Building in which the premises are located, and the Premises, and every part of them, in good, first class condition, except that Lessee shall make any repairs or replacements necessitated by damage caused by the Lessee or its employees, agents, invitees, or visitors. Provided, however, if Lessee fails to make any such repairs or replacements promptly, Lessor may, at its sole option, make the repairs or replacements after at least ten (10) days prior written notice to Lessee, and Lessee shall repay the cost of the repairs or replacements to Lessor on demand.

16. Utilities. Lessor agrees to provide, at its expense, to or for the Premises, adequate heat, water, and sewage disposal service, in such quantities and at such times as is necessary to Lessee's comfortable and reasonable use of the Premises. The Lessee is responsible for the direct payment of electricity and waste disposal.

17. Destruction of Premises. If at any time during the term of this lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed by fire in a way that does not render the premises unfit for the conduct of Lessee's business or that does not injure Lessee's business, Lessor shall promptly and through the exercise of reasonable diligence repair the damage and restore the premises, at Lessor's expense, to the condition in which the premises existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent.

18. Abandonment. If at any time during the Term, the Lessee abandons the Premises or any part of the Premises, the Lessor may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Lessee for damages or for any payment of any kind whatever, and may, at the Lessor's discretion, as agent for the Lessee, relet the Premises, or any part of the Premises, for the while or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Lessor's option, hold the Lessee liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Lessor by means of the reletting. If the Lessor's right of reentry is exercised following abandonment of the premises by the Lessee, then the Lessor may consider any

personal property belonging to the Lessee and left on the Premises to also have been abandoned, in which case the Lessor may dispose of all such personal property in any manner the Lessor will deem proper and is relieved of all liability for doing so. The Lessor may not take possession or remove marijuana from the premises upon abandonment of the Premises by the Lessee. The Lessor will notify the State of Alaska Alcohol and Marijuana Control Office (AMCO) board before taking any action.

19. Assignment and Subletting. Lessee may not sublet or assign its interest under this Lease without the written consent of Lessor, except to a business entity that is owned or controlled by Lessee or that is the survivor of any merger, acquisition, or corporate reorganization in which Lessee's shareholders control the survivor.

a. If permission is granted, Lessee may assign its interest in this lease, provided Lessee remains personally liable for the performance of its obligations under this Lease through the remainder of the original term, together with all extensions, expansions, and renewals that may have been executed by Lessee and Lessor prior to any such assignment.

b. Lessor's consent shall not be unreasonably withheld.

20. In the event that this Lease is terminated as permitted under the terms of this Lease, Lessor shall refund to Lessee the security deposit and any prepaid rent accrued as of the date of damage or destruction, less any sum then owing Lessor by Lessee. If Lessor is required under this Lease to repair and reconstruct the Premises, the lease term shall be extended by a period of time equal to the period of time reasonable required to complete the repair and reconstruction.

21. Default by Lessee. Should Lessee at any time be in default with respect to payment of rent for a period of ten (10) days after written notice from Lessor; or should Lessee be in default in the performance of any other of its obligations under this Lease for thirty (30) days after written notice from Lessor specifying the particulars of the default; or should Lessee vacate and abandon the Premises; or if a petition in bankruptcy or other insolvency proceeding is filed by or against Lessee, without dismissal within thirty (30) days of filing;

or if Lessee makes any general assignment for the benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or of any of Lessee's property pursuant to laws for the benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Lessee; then and in any such events, Lessor, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to Lessee, may remove all persons and property from the premises. The Lessor may not take possession or remove marijuana from the premises upon abandonment of the Premises by the Lessee. The Lessor will notify the State of Alaska Alcohol and Marijuana Control Office (AMCO) board before taking any action.

a. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

b. Should Lessor elect to reenter, this lease shall be deemed terminated; provided, however, that Lessor shall be entitled as against Lessee to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease following the day of reentry and the amount of rent Lessor receives during that period from any subsequent tenant of the Premises.

c. Lessor shall in such event have no obligation to relet the Premises.

22. Should Lessor at any time terminate this lease under Lessor's express rights set forth in this Lease for any breach, Lessor may, in addition to any other remedy it may have, recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises.

23. Redelivery of Premises. Lessee agrees to redeliver to Lessor the physical possession of the Premises at the end of the term of this Lease, or any extension of this Lease, in good condition, excepting reasonable wear and tear, and damage by fire or from any other cause not attributable to the willful or negligent act of the Lessee, or its employees, agents, invitees, or visitors.

24. Holding Over. Any holding over after the expiration of the term of this lease shall be deemed to constitute a tenancy from month to month only, and shall be on the same terms and conditions as specified in this Lease, so far as applicable, and at a monthly rental equal to twice the rentals and other charges stated in this Lease for the primary term of this lease.

25. Attorneys' Fees. If either party is required to place the enforcement of all or any part of this Lease, the recovery of possession of the Premises, or damages in the hands of an attorney, or if legal proceedings are commenced by either party against the other party to protect or enforce rights or obligations under this Lease, the prevailing party, whether as Plaintiff or Defendant, shall be entitled to recover its reasonable attorneys' fees and costs.

26. Time of Essence. Time is of the essence in this lease.

27. Mutuality. All covenants and conditions in this Lease are mutually dependent.

28. Refurbishment's. Paragraph 16 notwithstanding, Lessor shall not be responsible for repainting the Premises or for replacement of the carpeting unless repainting or replacement is made necessary by the negligence of Lessor or its agents, employees, servants, contractors, or subcontractors, or by the breach of any other obligation of Lessor under this lease.

29. Option to Renew. Lessee is hereby given an option to renew this lease for an additional term of two (2) years by giving Lessor written notice on or before ninety (90) days before the expiration of the primary term of this lease. The renewal lease is to be upon the same terms, covenants, and conditions contained in this Lease except as to Rent as provided in Paragraph 3 above and Tenant Improvements.

30. Lessor's Signs. Lessor reserves the right for itself or its agents to install a sign designating the Building and/or Parcel for sale or for lease, and to show the space to a prospective tenant, should Lessee not renew this lease within ninety (90) days prior to its termination date.

31. Real Estate Commission. Lessee acknowledges that Lessee contacted Lessor directly, and that no real estate commission is due or payable from Lessor. Lessee will hold Lessor and owners harmless from any claim made for a real estate commission. Lessor agrees that this covenant and indemnity shall be mutual.

32. Lessee Deposits. Lessor acknowledges that it has possession of a deposit in the amount of \$4,000, deposited by Lessee.

33. Lessor agrees that the deposit shall, upon commencement of the term of this new Lease, constitute the deposit which shall be held during the term of this Lease by Lessor as security for the performance by Lessee of its obligations under this Lease.

a. In addition, on the first day of the commencement of the term of this Lease, Lessee shall pay all or a prorated portion of the first month's rent in advance, as provided above.

b. That deposit shall be held by Lessor, without obligation for interest, as security for the performance of Lessee's covenants and obligations under this Lease, it being expressly understood and agreed that the deposit is not an advance rental deposit except to the extent Lessor applies it as such after the notice required below, or a measure of Lessor's damages in case of Lessee's default.

c. The deposit shall not be considered liquidated damages, and if claims of Lessor exceed the deposit, Lessee shall remain liable for the balance of the claim.

d. On the occurrence of any event of default, and after the time for cure has elapsed without cure by Lessee, as stipulated in this Lease agreement, Lessor may, from time to time, without prejudice to any other remedy provided in this Lease or provided by law, after five (5) days prior written notice to Lessee of Lessor's intent to do so, specifying the cause and the amount, use a portion of that fund, to the extent necessary to make good any

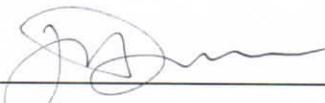
arrears of rent and any other damage, injury, expense or liability caused by the event of default specified in such notice.

e. If any portion of the deposit is so used or applied, Lessee shall, within five (5) days of written demand, 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 constitute a default of this lease.

f. If Lessee is not then in default under this Lease, any remaining balance of the deposit shall be returned by Lessor to Lessee on demand, within thirty (30) days after the termination of this lease agreement.

34. Transfer By Lessor. The term "Lessor" shall mean only the owner for the time being of the Building and Parcel, and in the event of a transfer by that owner of its interest in the Building or Parcel, the owner shall be released and discharged from all covenants and obligations of the Lessor thereafter accruing, but such covenants and obligations shall be binding during the lease term on each new owner, and their successors and assigns for the duration of this lease.

This instrument is executed as of the above date in multiple counterparts, each of which shall constitute an original.



Jessica Dance (LESSOR)

1/1/19

DATE



Barefoot Grow Company, LLC (LESSEE)

1/2/19

DATE

Jeremy Dance

Department of Commerce, Community, and Economic
Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Barefoot Grow Company LLC

Entity Type: Limited Liability Company

Entity #: 10069672

Status: Good Standing

AK Formed Date: 10/10/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: PO BOX 74337, FAIRBANKS, AK 99707

Entity Physical Address: 940 STAR COURT, NORTH POLE, AK 99705

Registered Agent

Agent Name: Jeremy Dance

Registered Mailing Address: PO BOX 74337, FAIRBANKS, AK 99707

Registered Physical Address: 940 STAR CT, NORTH POLE, AK 99705

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Jeremy Dance	Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
10/10/2017	Creation Filing	Click to View	Click to View
10/10/2017	Initial Report	Click to View	
11/30/2018	Biennial Report	Click to View	
3/18/2020	Change of Officials	Click to View	
3/18/2020	Agent Change	Click to View	

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

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ENTITY DETAILS

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Registered Agent

Agent Name: Jeremy Dance

Registered Mailing Address: PO BOX 74337, FAIRBANKS, AK 99707

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3/18/2020	Agent Change	Click to View	

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**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

Barefoot Grow Company LLC

A Single Member-Managed Limited Liability Company

**ARTICLE I
Company Formation**

1.1 **FORMATION.** The Member hereby does form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 **NAME.** The name of the Company shall be: Barefoot Grow Company LLC.

1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Jeremy Dance

PO Box 74337
Fairbanks, AK 99707

1.4 **TERM.** The Company shall continue for a perpetual period unless,

(a) The Member votes for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Member; or

(c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alaska.

1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company may expire if that member desires.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to commercially cultivate and sell cannabis wholesale

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

940 Star Court
North Pole, AK 99705

The principal place of business may be changed to a location the Member may select. The Member may also choose to store company documents at any address the Member chooses.

1.8 **MEMBER.** The name and place of residence of the member are contained in Exhibit 1 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, additional members may be admitted to the Company through issuance by the company of a new interest in the Company or a sale of current a percent of current Member's interest.

ARTICLE II

Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Member initially shall contribute to the Company capital as described in Exhibit 2 attached to this Agreement. The total value of such property and cash is \$300,000.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

- 3.2 **DISTRIBUTIONS.** The Member shall determine and distribute available funds annually or at more frequent intervals as the Member sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Member. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).
- 3.3 **C CORPORATION ELECTION.** The Member may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Member.

ARTICLE IV **Management**

- 4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Member.
- 4.2 **MEMBER.** The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.
- 4.3 **POWERS OF THE MEMBER.** The Member is authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.7 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

- 4.8 **COMPANY INFORMATION.** Upon request, the Chief Executive Member shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities.
- 4.9 **EXCULPATION.** Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.
- 4.10 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.11 **RECORDS.** The Member shall cause the Company to keep at its principal place of business or other location the following:
- (a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
 - (b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
 - (c) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V
Compensation

- 5.1 **MEMBER MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

ARTICLE VI
Bookkeeping

- 6.1 **BOOKS.** The Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Member shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Member shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) Any additional capital contribution made by him/her;
 - (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
 - (a) Distributions to him/her in reduction of Company capital;
 - (b) The Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Member shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

- 7.1 **ASSIGNMENT.** According to the appropriate Court, should the Member have a creditor with a judgment that was issued an assignment of the membership interest, the creditor shall only obtain an assignment of the membership interest, not the actual transfer of Membership in the LLC. The new assignee does not have any rights of the Member or have the ability to be involved in management of the LLC or the right to dissolve the LLC. The new assignee is only granted rights of the distributions of the Member's interests, if the Member decides to distribute at all, not the rights of membership. The assignee must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

ARTICLE VIII

Dissolution

- 8.1 **DISSOLUTION.** The Member may dissolve the LLC at any time. The Member may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member, not by the owner of the Members interests.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as Member. It is the Member's express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 7 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Barefoot Grow Company, LLC

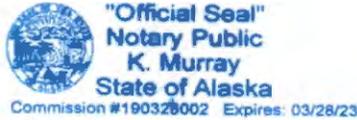
Oct., 11th 2019.

Member:

[Signature]
Signature

Printed Name Jeremy Dance

Percent: 100 %



State of Alaska

Judicial District FVSR

Subscribed and sworn to before me this 11th day of Oct in the year 2019

Notary Public [Signature]

Notary's Printed Name K. Murray

My Commission Expires: 03/28/2023