

Alcohol & Marijuana Control Office

Initiating License Application

4/22/2021 12:09:12 PM

License Number: 20113**License Status:** Active-Operating**License Type:** Retail Marijuana Store**Doing Business As:** HIGH RISE, LLC**Business License Number:** 1093390**Designated Licensee:** Jack Schactler**Email Address:** highrise907@gmail.com**Local Government:** Kodiak (City of)**Local Government 2:** Kodiak Island Borough**Community Council:****Latitude, Longitude:** 57.788840, -152.407113**Physical Address:** 104 Center Ave.
Suite 102
Kodiak, AK 99615
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10094892**Alaska Entity Name:** High Rise, LLC**Phone Number:** 541-961-2778**Email Address:** highrise907@gmail.com**Mailing Address:** 104 Center Ave.
Suite 102
Kodiak, AK 99615
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Jack Schactler**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 541-961-2778**Email Address:** j.schactler@gmail.com**Mailing Address:** 1521 lynden way
Kodiak, AK 99615
UNITED STATES**Affiliate #1****Type:** Individual**Name:** Jack Schactler**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 541-961-2778**Email Address:** j.schactler@gmail.com**Mailing Address:** 1521 lynden way
Kodiak, AK 99615
UNITED STATES



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:	High Rise, LLC	License Number:	20113		
License Type:	Retail Marijuana Store				
Doing Business As:	High Rise, LLC				
Premises Address:	104 Center Ave. STE102				
City:	Kodiak	State:	AK	ZIP:	99615

Section 2 – Individual Information

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

Name:	Jack Schactler
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.

JRS

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.

JRS

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

JRS

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.

JRS

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.

JRS

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

JRS

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

JRS

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

JRS

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.

JRS

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.

JRS

I, Jack Schactler, 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.

JRS

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


Signature of licensee
Notary Public in and for the State of AlaskaJack Schactler

Printed name of licensee

My commission expires:

10/21/2024Subscribed and sworn to before me this 26th day of April, 20 21.

**KODIAK PLAZA 1, INC.
LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this 5th day of Dec, 2020 and between **KODIAK PLAZA 1, INC.**, a corporation organized under the laws of the State of Alaska, hereinafter called "Landlord", and tenant HighRise, LLC hereinafter called "Tenant"

For and in consideration of the covenants, rents and demises, and upon the terms and conditions hereinafter set forth, the parties agree as follows:

1. Premises.

Landlord, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Tenant, does hereby let lease and demise to Tenant the improved real estate located in the Kodiak Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

That certain office space of approximately 946 square feet, known as Suite(s) 102 on the 1st floor of that certain Building known as the Plaza 1 Building (hereinafter referred to as the "Building") constructed on the following described real property situated in the Kodiak Recording District, Third Judicial District, State of Alaska:

**LOTS 4, 5, 6, 7 and 8, Block 13, New Kodiak Subdivision, Kodiak, Alaska
otherwise known as 104 Center Street, Kodiak Alaska**

Tenant acknowledges having inspected the above-described premises and having found them to be of a size, configuration and location suitable to Tenant's needs. Tenant further acknowledges having been given an opportunity to measure the premises in question prior to executing this lease and agrees that the approximate square footage listed above is for purposes of convenience only. No difference or discrepancy between the approximate areas of the leased premises as listed above and the actual area of the quite or rooms being leased thereof shall give rise to any claims, on the part of either Landlord or Tenant for a rebate, refund increase or other adjustment in the rent otherwise agreed upon herein.

Tenant, upon paying the rents and performing all of the terms and covenants on Tenant's part to be performed, shall peaceably and quietly enjoy the leased premises subject, nevertheless, to the terms of this Lease, and to any deed of trust or mortgage to which the Lease is subordinated.

1. Term of Lease.

The term of the Lease shall be for the period of 2 year following the commencement of the term, unless sooner terminated as hereinafter provided. The term of the Lease shall commence on the (5) day of Dec, 2020

In the event that the application of the foregoing commencement provision results in a commencement date other than on the first day of a calendar month, the rent shall be immediately paid for such initial fractional month prorated on the basis of a thirty (3) day month and the term of the lease shall commence on the first day of the calendar month next succeeding. Tenant shall, upon request by Landlord execute and deliver to Landlord a written declaration in recordable form expressing the commencement and termination dates of the Lease and clarifying the Lease to be in full force and effect and there to be no defenses or offsets thereto, or stating those claimed by Tenant.

At the option of the Tenant, the lease term may be extended for a period of two (2) years subject to any rental rate adjustments addressed here within. The option may be exercised by service of written notice on the Landlord at least thirty (30) days but not more than ninety (90) days, prior to the expiration of the lease.

1. Rental.

In consideration by the demise and leasing of the aforesaid premises by Landlord to, the Tenant covenants, stipulates and agrees to pay the Landlord as rental for said premises, the sum of (\$ ~~1304.10~~) per month plus any and all applicable current Kodiak City Sales tax payable in advance on or before the first day of each month of the Lease term, subject, however, to adjustments and modifications under other provision of this Lease Agreement.

If rent is not paid by the third working day of the month, when due, a late fee of \$50.00 shall be assessed as additional rent. In addition, a service charge of Twenty-Five Dollars (\$25.00) will be charged for any check returned for non-sufficient funds or other reasons and the tendering of such a check shall not prevent the assessment of an otherwise appropriate late fee.

In the event a late fee is assessed against Tenant four or more times during any period of twelve consecutive months or an NSF check is presented to Landlord three or more times in any period of twelve consecutive months Landlord shall have the option, upon thirty (30) days' advance written notice to Tenant of either terminating this lease or of raising by ten percent (10%) the rent to be charged to Tenant for the remaining term of the lease; provided, however, that once this provision has been invoked so as to increase Tenant's rent by ten percent, it may not be invoked a second time for at least six (6) months.

All rentals, unless and until otherwise directed in writing by Landlord, shall be paid to Landlord at P.O. Box 2042, Kodiak Alaska, or such other place as Landlord may designate from time to time in writing and shall be deemed paid when postmarked, if mailed with sufficient postage.

1. Keys.

Upon taking possession of the space, the Landlord shall provide the Tenant with two keys. These keys shall be numbered and stamped. Keys may not be copied without permission of the Landlord. In the event that additional Keys are required, the Landlord shall provide the Tenant with those keys at a fee of \$5.00 per key. In the event that the keys are lost and must be replaced, there is a \$25 replacement fee for keys specific to the rented unit. In the event that a tenant loses a key to an outside door, there is a \$50 replacement fee for those keys. Tenants are required to notify the Landlord immediately upon losing the outside door key. All keys must be surrendered to the Landlord upon termination of the Lease.

1. Rental Adjustment.

In consideration of the continual rise of expenses and unforeseen costs, the Landlord may make the following adjustments to the rent set forth above in paragraph 3.

- (a) The monthly rent set forth in paragraph 3 of this agreement shall be subject to adjustment one year from the date of commencement of the term of this lease and on the same date annually thereafter (the adjustment date). If an adjustment is to be made to the rent, Landlord shall provide Tenant with no less than sixty (60) days' notice of the intent to raise the rent upon the adjustment date. Failure to provide sufficient notice shall preclude the Landlord from implementing a rental adjustment during the next term. At no time will the Landlord implement an increase under this paragraph in excess of ten percent (2.5%)
- (a) If the Tenant exercises the option to extend this lease as set forth in paragraph 2, Landlord shall have the right to increase the monthly rent up to ten percent (2.5%) and the new rent shall be effective on the first day of the renewal period. Notice of the increase shall be made within fifteen (15) days of Tenant's notice to extend the lease.
- (a) Any increases levied upon the Landlord through any municipal government through the form of taxes or other fees may be passed on to the tenant without prior notice.

1. Utilities.

Landlord shall furnish, at its expense, the following utilities and services for normal office use of the leased premises:

- (a) Electricity for hallways, common bathrooms, exterior lighting and common areas. Any special or additional electrical needs required by Tenant shall be paid by Tenant.
- (a) Heat and sewer and water, based on normal office use.
- (a) Janitorial service for the common areas on a weekly basis, and periodic exterior window washing.
- (a) Refuse collection, from the common dumpster/trash reciprocal, based upon normal office use.

Landlord shall pay all costs of services listed above, however, whenever the cost of these services increase by 25% or more per service whether because of increase in the millage rate or the costs per service, or both, then notwithstanding any other provisions of this Lease, Landlord may pass on to Tenant, in the form of increased rent, a proportionate share of up to one half of said increase (and any increases arising during Tenant's tenancy but not previously passed on pursuant to this paragraph), said share to be based upon Tenant's percentage of the total leasable floor space in the building on the effective date of the increase in the utility's costs.

Tenant shall provide at Tenant's expense all other utilities and serviced used at the leased premises, including janitorial service for the premises and hot water to inclusive space. Notwithstanding any other provision of this paragraph 4, however, Tenant and not Landlord shall be responsible for the following:

- (a) Electricity. Tenant shall establish a separate electric account in Tenant's name with KEA
- (a) Marinating and repairing, as necessary, all equipment, fixtures and leasehold improvements on the premises, including but not limited to the replacement of lighting bulbs or element, regardless of ownership thereof;
- (a) Any additional repairs or expenses associated with leased areas and entries or exits thereto, including but not limited to the replacement of light bulbs;

Landlord shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of said utilities or services, arising from any cause, condition or event; and no variation, interruption, or failure of such utilities and services incident to the making of repairs, alterations or improvements, or arising from any accident, strike, condition, cause or event in whole or in part beyond the reasonable control of Landlord shall be deemed an eviction of Tenant or relieve Tenant from any obligation hereunder.

1. Alteration of Premises.

Tenant shall not make any alteration, additions or improvements in or to the leased premises, including but not limited to the installation of any additional deadbolts or other locks on any doors within or giving access to the area being leased and the re-keying of any existing locks, without first obtaining the written consent of Landlord. Any such alterations, additions and improvements consented to by Landlord shall be made at Tenant's expense. Tenant shall secure all governmental permits required in connection with such work, and shall hold Landlord harmless from all liability and liens resulting therefrom.

All alterations, additions and improvements, except trade fixtures and appliances and equipment which do not become attached to the Building, shall immediately become a part of the realty and the property of the Landlord without obligation to pay therefore, except that Landlord may require removal of all or part thereof by Tenant at the termination of the Lease, at Tenant's

expense, whereupon said alterations, additions and improvements shall become the property of Tenant. Tenant shall pay for or repair any damages to the leased premises arising during or as a result of Tenant's tenancy, including, without limitation, any necessary patching, repainting and repairing caused by the removal of fixtures or improvements of Tenant.

Upon removal of the trade fixtures and appliances and equipment which do not become attached to the Building, Tenant shall restore the leased premises to the same condition that they were in prior to the installation of said items, including without limitation, any necessary patching, repainting and repairing. Any trade fixtures, appliances, equipment or other property not removed from the leased premises by Tenant upon termination of the Lease shall be deemed abandoned by Tenant, provided that Tenant shall save Landlord harmless from any loss, costs, or damage arising from Tenant's failure to remove such items.

1. Use of Premises.

The leased premises shall be used for Retail and for no other purpose without the prior written consent of the Landlord.

Tenant 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, federal or other governmental law, ordinance, rule. Tenant agrees to use plastic chair mats of appropriate thickness at each desk or workstation which ordinarily involves the use of a chair with rollers and further agrees to abide by, keep and observe all other rules and regulations which Landlord may make from time to time for the management, safety, care and cleanliness of the Building and the preservation of good order therein, as well as for the convenience of other occupants and tenants of the Building. The violation of any such rules and regulations **shall be deemed a material breach of the Lease by Tenant.** In the event that a Tenant causes a breach through the violation of usage rules thereby causing damage to the premises beyond normal ordinary wear and tear, the Tenant shall be liable for the costs associated with the repairs, including but not limited to the costs of supplies and labor.

Tenant shall not, without Landlord's prior written consent, use, operate or install any electrical or mechanical equipment, machinery, or mechanical devices, in the leased premises except in compliances with the highest standards applicable to the use, operation, or installation of such equipment, machinery or devices generally recognized by the profession or industry in which Tenant is engaged, nor shall Tenant use the leased premises, or any machinery or equipment therein, in such a manner as to cause substantial noise or vibration, or unreasonable disturbance to other tenants in the Building. Tenant shall not, without Landlord's prior written consent, erect or install signs or advertisements in the common areas or on external walls or windows of the Building.

In the event Tenant's use of the leased premises causes an increase in Landlord's fire hazard insurance premiums, Tenant shall reimburse Landlord for the amount of such increase.

1. Taxes.

Tenant shall pay any and all taxes levied on personal property and trade or other fixtures in the leased premises and any license or excise fees or occupation taxes covering business conducted on the leased premises and an amount equal to any sales taxes on rentals payable hereunder. Landlord shall pay any real property taxes and assessments payable on the Building and the realty described in paragraph 1 hereof; provided, however, that whenever real property taxes payable on the Building and realty are increased whether because of increase in the millage rate or in the assessed value of the property, or both, then notwithstanding any other provisions of this Lease, Landlord may pass on to Tenant, in the form of increased rent, a proportionate share of up to one half of said increase (and any increases arising during Tenant's tenancy but not previously passed on pursuant to this paragraph), said share to be based upon Tenant's percentage of the total leasable floor space in the building on the effective date of the tax increase.

1. Maintenance and Repairs.

Landlord shall, at its expense, maintain and keep in good repair the foundations, exterior walls, roof and other structural portions of the Building.

Tenant shall, at its expenses, maintain the interior of the leased premises at all times in good condition and repair, all in accordance with the laws of the State of Alaska and all directions and regulations of governmental agencies having jurisdiction thereof. Tenant shall commit no waste of any kind in or about the leased premises, and Tenant shall pay for all damage to the Building, as well as damage to tenants or occupants thereof, caused by Tenant's misuse or neglect of the leased premises, its apparatus or appurtenances. At the expiration of the term hereof, or on the termination of this Lease, Tenant shall surrender the leased premises in good and clean condition, normal wear and tear excepted. All carpets within the leased premises are to be vacuumed, steam cleaned and shampooed at Tenant's expense upon the expiration or earlier termination of this lease and Tenant's surrender of the premise.

Landlord shall maintain and repair all plumbing, lines and equipment installed for the general supply of hot and cold water, heat, ventilation and electricity, except that Tenant shall be responsible for any and all maintenance and repairs attributable to obstructions or objections deliberately or inadvertently introduced or placed in the fixtures, lines or equipment by Tenant, Tenant's employees, agents, licenses or invitees.

Landlord shall not be responsible or liable at any time for any loss or damages to Tenant's equipment, fixtures or other personal property of Tenant or to Tenant's business except to the extent attributable to Landlord's negligence. Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damages to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying other portions of the Building.

Landlord shall not be responsible or liable for any defect, latent or otherwise, in the Building in which the leased premises is situated, or any of the equipment, machinery, utilities, appliances or apparatus herein nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, steam, or snow or ice, running or overflow of water or sewerage in any part of said leased premises, the Building, or the surrounding area, or for the injury or damage caused by or resulting from acts of God or other elements, or for any injury or damage caused by or resulting from any defect in the occupancy, construction, operation or use of any of said leased premises, building, machinery, apparatus or equipment by person or by to from the acts of negligence of any occupant of the premises, unless Landlord itself is negligent.

1. Repairs, Abatement of Rent.

If repairs which landlord is obligated to make under the terms of this Lease so unreasonably interfere with tenant's ordinary operations as to necessitate tenant's vacating the premises for a substantial part of any day upon which Tenant otherwise would be open for business, then rent shall be abated during that part of each business day when the premises are required to be and actually are, vacated. There shall be no abatement, however, because of repairs made outside of the tenant's normal business hours or with respect to repairs which do not reasonably require tenant to actually close the entire premises for business. When abatement is required under this paragraph, the amount of rent abated shall be determined by multiplying the total rent otherwise applicable for the month in question by a fraction, the numerator shall be the total number of business hours during which the premises were required to be vacated and the denominator of which shall be the total number of hours during which the premise otherwise ordinarily would have been open for business during that month. For example, if necessary repairs which are the responsibility of the Landlord require a Tenant to vacate the premises for 6 hours, then Tenant's rent for that month will be abated by 3 percent ($6/198 = .03$)

1. Fire and Other Casualty.

Should the leased premises be damaged by fire or other casualty and if the damage is repairable within four (4) weeks from the date of the occurrence (with the repair work and the preparation therefrom to be done during regular working hours on regular work days), the damages shall be repaired with due diligence by Landlord, and in the meantime the monthly rental shall be abated in the same proportion that the untenable portion of the leased premise bears to the whole thereof.

Should the leased premises be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be repaired within four (4) weeks of the occurrence, Landlord shall have the option to terminate this Lease, and Landlord shall advise Tenant within thirty (30) days after the happening of any such damage whether Landlord has elected to continue this Lease in effect or to terminate it. If Landlord shall elect to continue this Lease in effect, it shall commence and prosecute with reasonable diligence any work necessary to restore or repair the leased premises. If Landlord shall fail to notify Tenant of its election within said thirty-day period, or shall not have commenced the restoration or repair work within said period, Landlord shall be deemed to have elected to terminate this Lease, and the Lease shall thereafter automatically terminate. The commencement by Landlord of repair work shall be deemed to constitute notice that Landlord has elected to restore or repair the leased premises. For the period from the occurrence of any damage to the leased premises to the date of completion of the repairs (or to the date of termination of the Lease if Landlord shall elect not to restore the leased premises), the monthly rental shall be abated in the same proportion as the untenable portion of the leased premises bears to the whole thereof.

In the event restoration or repairs is delayed by acts or omissions of Tenant, there shall be no abatement of rental during that period of such delay. If the fire or damage is caused by the carelessness, negligence or improper conduct of Tenant, then notwithstanding other provisions of this Lease, Tenant shall remain liable for the rent, without abatement, during any period of repair or restoration.

If the Landlord, in its discretion, shall decide within thirty (30) days after the occurrence of any fire or other casualty in the Building, even though the leased premises may not have been affected by such fire or other casualty, to demolish, rebuild or otherwise replace or alter the Building containing the leased premises, then upon written notice given by Landlord to Tenant, this Lease shall terminate on a date specified in such notice, but no sooner than thirty (30) days from the date of such notice, as if that date had been originally fixed as the expiration date of the term herein leased. Tenant and Landlord hereby mutually release each other from liability and waive all rights of recovery against each other from any loss from perils insured against under their respective fire insurance policies, including any extended coverage and the endorsement thereto; provided, however, that this paragraph shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of Landlord or Tenant.

Restoration or repair work conducted in the common areas, in areas of the Building unleased, or leased to other tenants, or the noise or interference arising therefrom, shall not be deemed an eviction of Tenant, or breach of this Lease, but Tenant's obligation to pay rent shall be abated during such period of time as Tenant is unable to conduct business at the leased premise by reason of actual physical interference with use of the leased premises as a result of such restoration or repair work.

1. Indemnification.

Tenant agrees to protect, defend, indemnify and save harmless Landlord from and against any and all claims (no matter how meritless), demands, and cause of action of any nature whatsoever, and any expenses incident to defense of and by Landlord therefrom for injury to or death of persons or loss of damage to property occurring on the leased premises, or in any manner

arising out of Tenant's use and occupation of said premises, or the condition thereof, during the term of this Lease. Tenant shall procure and maintain public liability insurance coverage, naming Landlord as the insured, which coverage, pertaining to the leased premises, shall not be less than \$250,000 per person for bodily injury or death, and \$100,000 for property damage

1. Common Areas and Facilities.

All common areas and common facilities in or about the leased premises and the Building shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting and other improvements on all said areas; to change the areas, level, location and arrangement for common areas and other facilities and temporarily to close the common areas to effect such changes.

All common areas and facilities which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license, which shall not be unreasonably revoked, and if such license be revoked or if the amount of such areas be changed or diminished, Landlord shall not be the subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction.

1. Default.

If Tenant at any time during the term of this Lease (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity or before any administrative tribunal, which have or might have the effect of preventing Tenant from complying with the terms of this Lease) shall

- (a) Fail to make payment of any installment or rent or of any other sum herein specified to be paid by Tenant, and Tenant fails to cure such default within seven (7) days after such failure to make payment; or
- (a) Fail to observe or perform any of Tenant's other covenants, agreements or obligations hereunder, and if within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default or defaults, Tenant shall not have commenced to cure such default and proceed diligently to cure the same; or
- (a) If Tenant has filed a Petition for an Arrangement under Chapter 11 of the Bankruptcy Act, 11 U.S.C. 701 et. seq., or a voluntary petition under any other provision of said Bankruptcy Act, or if Tenant finally and without further possibility of appeal or review
 - i. Is adjudicated as bankrupt or insolvent; or
 - ii. Has a receiver appointed for all or substantially all of its business or assets on the ground of Tenant's insolvency; or
 - iii. Has itself appointed as a debtor-in-possession; or
 - iv. Has a trustee appointed for it after a petition has been filed for Tenant's reorganization under the Bankruptcy Act of the United States known as the Chandler Act or any future law of the United States having the same general purpose, or
 - v. If Tenant shall make an assignment for the benefit of its creditors then in any such event Landlord shall have the right at its election, then or at any time thereafter and while such default, defaults or events shall continue, to give Tenant notice of Landlord's intention to terminate this Lease and all Tenant's rights hereunder on a date specified in such notice, which date shall not be less than ten (10) days after the date of giving of such notice, and on the date specified in such notice the term of this Lease and all rights granted Tenant hereunder shall come to an end as fully as if the Lease then expired by its own terms and Tenant hereby covenants peaceably and quietly to yield up and surrender to Landlord said leased premises and all improvements and fixtures located thereon, and to execute and deliver to Landlord such instrument or instruments as shall be required by Landlord as will properly evidence termination of Tenant's rights hereunder or its interest therein. In

the event that termination of this Lease as in this paragraph above provided, Landlord shall have the right to repossess the leased premises and such improvements and fixtures, either with process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of the Tenant, including damages for rent not then accrued. Landlord shall also have the right, without resuming possession of the premises or terminating this Lease to sue for and recover all rents and other sums, including damages at any time and from time to time accruing hereunder.

1. Notices.

Any and all notices required or permitted under this Lease, unless otherwise specified in writing by the party whose address is changed, shall be mailed, certified or registered mail, or delivered, to the following address:

Landlord: Kodiak Plaza One, Inc.
PO Box 2042
Kodiak Alaska 99615

Tenant: High Rise, LLC
104 Center Ave, Suite 102
Kodiak, AK 99615

Any such notices shall be deemed effective on the date of mailing or delivery.

- 1. Costs Upon Default.** In the event either party shall be in default in the performance of any of its obligations under this Lease or an action shall be brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefor, including a reasonable attorney's fee.

In the event either party shall without fault on its part be made a party to any litigation commenced by or against the other, then such other party (i.e., the party by or against whom the litigation was commenced) shall pay all costs and reasonable attorney's fees incurred or paid by the party who, without fault, was made a party to said litigation.

- 1. Rights or Remedies.** Except insofar as this is inconsistent with or contrary to any provision of this Lease, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
- 1. Waiver and Forbearance.** Except to the extent Landlord may have otherwise agreed in writing, no waiver by Landlord may have otherwise agreed in writing, no waiver by Landlord of any breach by Tenant of any of Tenant's obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation, nor shall any forbearance by Landlord to seek a remedy for any breach of Tenant be deemed a waiver by Landlord of its rights or remedies with respect to such breach.
- 2. Inspection.** Landlord shall at all reasonable time have access to the premises for the purpose of inspection. Landlord shall also be entitled to put "to lease" or "for lease" signs in and about the leased premises, and to show the leased premises to prospective tenants, during the last sixty (60) days of the Lease term and any extended term, and during any period of time after Landlord has given Tenant a notice of intention to terminate under any provision of this Lease.

1. **Notices of Nonresponsibility.** Landlord may enter the demised premises at any time for the purpose of posting notices of nonresponsibility.

1. **Successors in Interest.** This Lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

1. **Subletting and Assignment.** Tenant shall not sublet the leased premises, or any part thereof, or assign this Lease or any part thereof, nor shall this Lease be assigned in whole or in part by operation of law or through any court proceedings, without the prior written consent of Landlord to such subletting or assigning, which consent Landlord may withhold at its discretion. Any such attempted assignment or sublease without Landlord's written consent shall be void and shall give Landlord the option of terminating this lease upon thirty (30) days written notice to Tenant.

If Tenant is a corporation, any merger, consolidation, or dissolution to which it is a party, or any change in ownership of a majority of its voting stock outstanding, or, if Tenant has a partnership, LLP or LLC, the acceptance of any new partners or members having effective control thereof shall constitute an assignment of this Lease for purposes of this Paragraph.

1. **Holding Over.** In the event that the Tenant holds over at or after the end of the term, the tenancy shall be deemed a month-to-month tenancy commencing on the first day of the hold-over period.

1. **Estoppel Certificate.** Tenant shall, at any time and from time to time upon not less than fifteen (15) days prior request by Landlord execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is in full force and effect and unmodified (or in full force and effect and modified and stating the modifications), the dates to which the rent(s) and any other charges have been paid in advance, the date Tenant entered into occupancy of the leased premises and the date the Lease term expires, the nature and amount of any claims of Tenant against Landlord arising as a result of this Lease, and the existence and nature of any defenses or offsets claimed by Tenant against enforcement of this Lease by Landlord; it being intended that any such statement delivered pursuant to this paragraph may be relied upon by and prospective purchaser or encumbrancer (including assignees) of the premises. In the event Tenant fails so to certify within such fifteen (14) days, Tenant shall be deemed to have certified and admitted the accuracy of information submitted by Landlord in good faith to any prospective purchaser or encumbrancer in respect to this Lease.

1. **Construction of Lease.** This Lease shall be governed by and construed in accordance with the laws of the State of Alaska but the convention pursuant to which ambiguities in a lease or other contract may be construed against the party drafting the same shall not apply to this lease. Words of gender used in this Lease shall mean and include any other gender, and singular shall mean and include the plural, and the plural the singular, where applicable, and when the sense requires.

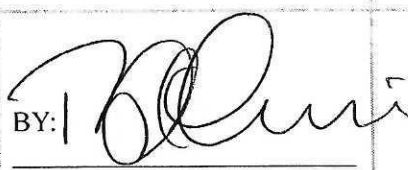

1. **Security Deposit.** An essential inducement to the Landlord from Tenant for this Lease is a security deposit by Tenant in the amount of Paid at time of original Lease. DOLLARS () Tenant's security deposit shall be held by Landlord without interest accruing thereon and need not be segregated into a separate trust account or depository. The deposit shall serve as security for the full and faithful performance by the Tenant of all of the covenants and terms of this Lease required to be performed by Tenant. Such security deposit shall be returned to the Tenant, without interests, after the expiration of this Lease if Tenant has fully and faithfully carried out all of its covenants and terms and left the leased premises in a clean and undamaged condition, suitable for immediate rental by a new tenant. If Tenant does not fully and faithfully perform the

covenants and term of this Lease, Landlord may apply the aforementioned security deposit against damages resulting from breaches of Tenant. In the event all or part of the security deposit is so applied during the term of this lease, Tenant shall, upon demand promptly pay to Landlord such amount as may be necessary to replenish the security deposit to its original amount.

In the event of a bona fide sale of the property of which the leased premises are a part, the Landlord shall have the right to transfer such security deposit to purchaser to be held under the terms of the Lease, and, in the at event, Landlord shall be released from all liability for the return of such security deposit to the Tenant. The Tenant may not assign or encumber the money deposited as security, and neither the Landlord nor its successors or assigns shall be bound by any such assignment or encumbrances.

1. **Additional Agreements.** Landlord and Tenant further agree as follows:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first hereinabove written.

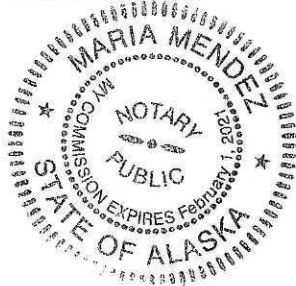
LANDLORD		TENANT
KODIAK PLAZA 1 INC.		Business Name High Rise, LLC
		Business Agent/Responsible Party
BY: 		BY: 
BY: _____		BY: _____
BY: _____		BY: _____

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
)
)
THIS IS TO CERTIFY that on this 14th day of January, 20, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Roy Chavarria and Jack Schacter and known to me to be the persons named in and who executed the foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.



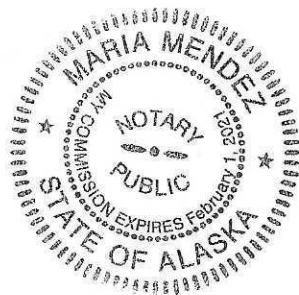

Notary Public in and for Alaska
My Commission Expires: February 01, 2021


STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
)
)
THIS IS TO CERTIFY that on this 14th day of January, 20, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Roy Chavarria and Jack Schacter and known to me to be the persons named in and who executed the foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.




Notary Public in and for Alaska
My Commission Expires: February 01, 2021

Rental Disclaimer

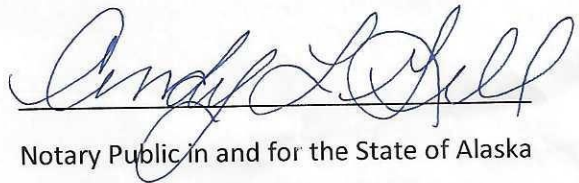
High Rise LLC is Located at 104 Center Avenue, suite 102 Kodiak AK 99615. High Rise LLC is on a 2-year lease beginning December 5th, 2019, ending December 5th, 2021. At no time may the Landlord/lessor take possession of marijuana or marijuana products, or remove any marijuana or marijuana products from the premises. In the event that this is necessary, AMCO must first be contacted immediately for further instruction.



Signature of ~~Landlord~~ Landlord

Roy A. Chavarria

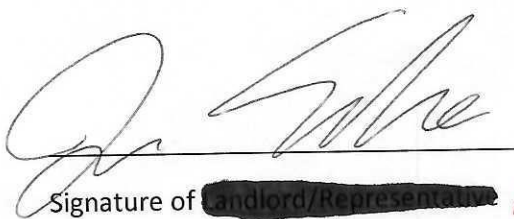
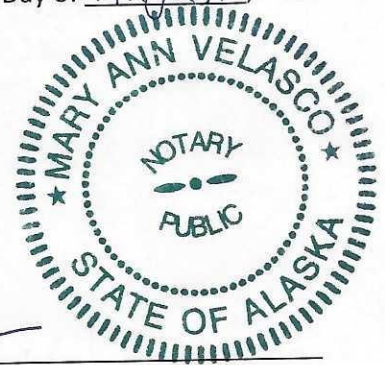
Printed name of ~~Landlord~~ Landlord



Notary Public in and for the State of Alaska

My Commission Expires: July 25, 2023

Subscribed and sworn to before me this 27 Day of August, 2020



Signature of ~~Landlord/Representative~~ Licensee

Jack Schachter

Printed name of ~~Landlord/Representative~~ Licensee



Notary Public in and for the State of Alaska

My Commission Expires: Oct 01, 2023

Subscribed and sworn to before me this 1st Day of September, 2020

**Operating Agreement of
High Rise, LLC
A Single Member Limited Liability Company**

I. Formation.

- a. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for High Rise, LLC, a Member-managed Alaska single member limited liability company (the "Company") formed under and pursuant to Alaska law.
- b. Operating Agreement Controls . To the extent that the rights or obligations of the Member or Company under provisions of this Operating Agreement differ from what they would be under Alaska law absent such a provision, this Agreement, to the extent permitted under Alaska law, shall control.
- c. Primary Business Address . The location of the primary place of business of High Rise, LLC is:

104 CENTER AVE. SUITE 102, KODIAK, Alaska 99615, or such other location as shall be selected from time to time by the Member.
- D. Registered Agent and Office . The Company's initial agent (the "Agent") for service of process is Jack Schactler. The Agent's registered office is 1521 lynden way, Kodiak, Alaska 99615. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alaska Secretary of State.
- e. No State Law Partnership . No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

- a. Purpose . High Rise, LLC is created for the following business purpose: High Rise, LLC will be a recreational retail marijuana store..
- b. Powers . The Company shall have all of the powers of a limited liability company set forth under Alaska law.
- c. Duration . High Rise, LLC's term shall commence upon the filing of a Certificate of Formation and all other such necessary materials with the state of Alaska. The Company

will operate until terminated as outlined in this Agreement unless:

- i. The Member votes to dissolve the Company;
- ii. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska law;
- iii. It becomes unlawful for either the Member or the Company to continue in business;
- iv. A judicial decree is entered that dissolves the Company; or
- v. Any other event results in the dissolution of the Company under federal or Alaska law.

III. Member.

- a. The Member . The sole member of High Rise, LLC at the time of adoption of this Agreement is Jack Schactler (the "Member").
- b. Initial Contribution . The Member shall make an Initial Contribution to the Company. The Contribution shall consist of cash, solely, in the amount of \$80,000.00.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

- c. Limited Liability of the Member . Except as otherwise provided for in this Agreement or otherwise required by Alaska law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Member shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.
- d. Creation or Substitution of New Members . Any Member may assign in whole or in part its Membership Interest only with the prior written consent of all Members.
 - i. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its

agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

- ii. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
 - iii. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.
- e. Voting Power of the Members . In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.
- f. Member's Duties . The Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Member also shall cause the Company to:
- i. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
 - ii. At all times hold itself out as being a legal entity separate from the Member and any other person and conduct its business in its own name;
 - iii. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
 - iv. Not commingle its assets with assets of the Member or any other person, and separately identify, maintain and segregate all Company assets;
 - v. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
 - vi. Maintain an arm's length relationship with the Member, and, with respect to all business transactions entered into by the Company with the Member, require that the

terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;

vii. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;

ix. Allocate fairly and reasonably any overhead for shared office space;

x. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;

xi. Correct any known misunderstanding regarding its separate identity;

xii. Maintain adequate capital in light of its contemplated business purposes;

xiii. Cause the Member to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Alaska limited liability company formalities;

xiv. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;

xv. Not require any obligations or securities of the Member; and

xvi. Observe all other limited liability formalities.

Failure of the Member to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member.

g. Waiver of Partition: Nature of Interest . Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

h. Fiduciary Duties of the Member .

- i. *Loyalty and Care.* Except to the extent otherwise provided herein, the Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Alaska.
- ii. *Competition with the Company.* The Member shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company. The Member shall refrain from competing with the Company in the conduct of the Company's business.
- iii. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to any future Members. The Member shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
- iv. *Reliance on Reports.* In discharging the Member's duties, the Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 1. One or more other Members, in the event that the Company has multiple Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
 2. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
 3. In the event that the Company has multiple Members, a committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

IV. Distributions.

The Company's fiscal year shall end on the last day of December. Distributions shall be issued on a monthly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. The Member shall receive a percentage of the overall distribution that matches the Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Member may elect for the Company to be treated as a C-Corporation at any time.

VI. Dissolution.

- a. Limits on Dissolution . The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(c) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a member of the Company.

- b. Winding Up . Upon the occurrence of any event specified in Section II(c), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members one or more Members selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the liabilities of Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- c. Distributions in Kind . Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- d. Termination . The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company,

shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alaska shall have been canceled in the manner required by Alaska law.

- e. Accounting . Within a reasonable time after complete liquidation, the Company shall furnish the Member with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- f. Limitations on Payments Made in Dissolution . Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.
- g. Notice to Alaska Authorities . Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alaska and any other appropriate state or federal authorities or agencies as may be required by law.

VII. Exculpation and Indemnification.

- a. No Member, Manager, employee or agent of the Company and no employee, agent or Affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- b. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful

misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

- c. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.
- d. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.
- e. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law.

IX. General Provisions.

- a. Notices . All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- b. Number of Days . In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and

holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

- c. Execution of Counterparts . This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- d. Severability . The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- e. Headings . The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- f. Controlling Law . This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alaska (without regard to conflicts of law principles thereof).
- g. Application of Alaska Law . Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alaska law.
- h. Amendment . This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alaska law.
- i. Entire Agreement . This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

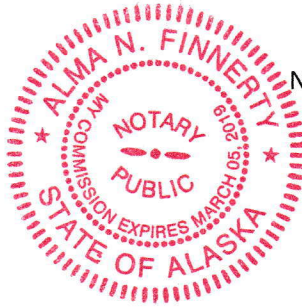
This Single Member LLC Operating Agreement is executed and agreed to by:

Jack Schattler

Signature of Licensee

Jack Schattler

Printed name of licensee



Alma N. Finnerty

Notary Public in and for the State of Alaska

My commission expires: 03.05.2019

Subscribed and sworn to before me this 16th day of Feb., 2019.



THE STATE
of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

AK Entity #: 10094892
Date Filed: 12/12/2019
State of Alaska, DCCED

FOR DIVISION USE ONLY

Domestic Limited Liability Company

2020 Biennial Report

For the period ending December 31, 2019

Web-12/12/2019 11:29:23 AM

Due Date: This report along with its fees are due by January 2, 2020

Fees: If postmarked before February 2, 2020, the fee is \$100.00.

If postmarked on or after February 2, 2020 then this report is delinquent and the fee is \$137.50.

Entity Name: High Rise, LLC

Entity Number: 10094892

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 104 CENTER AVE STE 102, KODIAK, AK 99615

Mailing Address: 104 CENTER AVE STE 102, KODIAK, AK 99615

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Jack Schactler

Physical Address: 1521 LYNDEN WAY, KODIAK, AK 99615-2778

Mailing Address: 1521 LYNDEN WAY, KODIAK, AK 99615-2778

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Member
Jack Schactler	1521 LYNDEN WAY, KODIAK, AK 99615-2778	100.00	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

Purpose: Retail Marijuana Store

NAICS Code: 453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with

the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Jack Schactler