



Public Notice

Application for Marijuana Establishment License

License Number: 23146

License Status: Active-Operating

License Type: Marijuana Product Manufacturing Facility

Doing Business As: Dosed Edibles Alaska

Business License Number: 2092926

Email Address: dosededibles@yahoo.com

Latitude, Longitude: 64.807700, -147.777100

Physical Address: 3915 Peger Road
Fairbanks, AK 99709
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10114596

Alaska Entity Name: Chubby Girl Confections, Inc.

Phone Number: 907-457-1014

Email Address: dosededibles@yahoo.com

Mailing Address: PO Box 10747
Fairbanks, AK 99710-0747
UNITED STATES

Entity Official #1

Type: Individual

Name: Jessica Rhoads

Phone Number: 907-457-1014

Email Address: dosededibles@yahoo.com

Mailing Address: PO Box 10747
Fairbanks, AK 99710-0747
UNITED STATES

Affiliate #1

Type: Individual

Name: Jessica Rhoads

Phone Number: 907-457-1014

Email Address: dosededibles@yahoo.com

Mailing Address: PO Box 10747
Fairbanks, AK 99710-0747
UNITED STATES

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: 23146

License Status: Active-Operating

License Type: Marijuana Product Manufacturing Facility

Doing Business As: Dosed Edibles Alaska

Business License Number: 2092926

Designated Licensee: Jessica Rhoads

Email Address: dosededibles@yahoo.com

Local Government: Fairbanks North Star Borough

Local Government 2:

Community Council:

Latitude, Longitude: 64.807700, -147.777100

Physical Address: 3915 Peger Road
Fairbanks, AK 99709
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10114596

Alaska Entity Name: Chubby Girl Confections, Inc.

Phone Number: 907-457-1014

Email Address: dosededibles@yahoo.com

Mailing Address: PO Box 10747
Fairbanks, AK 99710-0747
UNITED STATES

Entity Official #1

Type: Individual

Name: Jessica Rhoads

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-457-1014

Email Address: dosededibles@yahoo.com

Mailing Address: PO Box 10747
Fairbanks, AK 99710-0747
UNITED STATES

Affiliate #1

Type: Individual

Name: Jessica Rhoads

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-457-1014

Email Address: dosededibles@yahoo.com

Mailing Address: PO Box 10747
Fairbanks, AK 99710-0747
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:	Chubby Girl Confections, Inc.	License Number:	23146		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Dosed Edibles Alaska				
Premises Address:	3915 Peger Road				
City:	Fairbanks	State:	Alaska	ZIP:	99709

Section 2 – Individual Information

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

Name:	Jessica Rhoads
Title:	CEO/Owner

Section 3 – Violations & Charges

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

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

Initials

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

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:

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

Initials



Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

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

Initials

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

JR

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.

JR

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

JR

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

JR

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

JR

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.

JR

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.

JR

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.

Jessica Rhoads
Signature of licensee

Stephanie Pedro
Notary Public in and for the State of Alaska

Jessica Rhoads

Printed name of licensee

My commission expires: 9/16/2023

Subscribed and sworn to before me this 6 day of October, 2020.



"Official Seal"
Notary Public
Stephanie Pedro
State of Alaska

Commission # 190918004 Expires: 09/16/23

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on October 1, 2020 is between:

The Lessor is 2 individual(s) known as Nick Neade and Destiny Neade with a mailing address of Ray Braiser @ Re/Max, 105 Adak St, Fairbanks, Alaska, 99701, hereinafter referred to as the "Lessor."

AND

The Lessee is 1 individual(s) known as Shaun Huot with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 1260 square feet (SF) of commercial space located at 3915 Peger Road, Fairbanks, Alaska, 99709.

Lot: 5A2 Peger Industrial Park

Additional Description. Included with lease: Fenced lot, Commercial kitchen with baking supplies (see detailed list)

Hereinafter referred to as the "Premises."

USE OF LEASE PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for Marijuana Manufacturing.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of the Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on October 1, 2020 and expire at Midnight on December 31st, 2020 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$1,890.00 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rental shall be paid at Re/Max, made payable to Ray Braiser.



RETURNED CHECK (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$50 in addition to any late fee.

LATE FEE. The Lessor shall charge a \$75.00 late payment fee if the rent is not paid by the 7th of each month by the Lessee.

OPTION TO RENEW. The Lessee shall not have the right to renew this Lease Agreement.

EXPENSES. In accordance with a Modified Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that in addition to the Rent, the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

COMMON AREA MAINTANCE (CAM's) – The Lessee shall be responsible for all costs related to the parking area maintenance, snow removal, landscaping, trash removal, janitorial services, and security systems on the Premises.

REAL ESTATE TAXES – Lessor shall pay, during the terms of this Lease, the real estate taxes and special taxes and assessments (collectively, the “taxes”) attributable to the premises and accruing during such term.

INSURANCE – The Lessor shall provide and maintain any personal liability or property damage insurance with no payment obligation by the Lessee.

UTILITIES – The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.

SECURITY DEPOSIT – A securing deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will provide the following furnishings to the Lessee upon the state of this Lease’s Initial Term: See Chattel addendum

PARKING. Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There is no set number of parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

OPTION TO PURCHASE. See attached lease option agreement.

RECORDING. The Lessee shall be withheld from recording this Option or Purchase Agreement unless the Lessee has the written consent of the Lessor.

LEASEHOLD AGREEMENT. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to

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the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in this Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstances shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removed thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe, and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules, regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of the Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for see that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the vent of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchase as Lessor under this Lease.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and

in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay the Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may sublet the Premises to Jessica Rhoads, or any business owned by Jessica Rhoads, including, but not limited to, Chubby Girl Confections Inc.

DAMAGED TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of a total or substantial destruction to the Premises that in no even shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the Insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expenses, keep the interior of the lease premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use expected. This obligation would include the obligation to replace any plate glass damage as a result of the neglect or acts of Lessee or guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAW. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazard materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water condition, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any other amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 7 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be

entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice of the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 0 days from receiving such notice, unless the Lessor needs more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the Lessor and Lessee fail to resolve the dispute through negotiation then the parties shall be allowed to submit their cases in accordance with the local court system.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or any time during the lease term.

BANKRUPTCY – INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such state continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secure thereby.

Lessee shall, in the vent of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchase and recognize such purchase as Lessor under this Lease.

USAGE BY LEASE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, not will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. Pets shall be allowed on the Premises without any restriction or conflict by the Lessor with the Lessee being fully responsible for damage caused by any such Pet on the Premises.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges that they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITIES ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with

disabilities that is equal or similar to the available to the general public. Owners, operators, lessors, and lessee of commercial properties are all responsible for ABA compliance. If the Premise is not in compliance with the Americans with Disabilities Act any modification or construction will be the responsibility of the Lessee.

ESTOPPEL CERTIFICATION. Lessee at any time or from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modification, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any defaults by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration, or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement shall immediately forfeit any Security Deposit that was placed at the commencement of this Lease. In addition, the Lessor will begin eviction proceedings in accordance with local laws followed by seeking damages along with any accrued attorney's fees.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Alaska.

NOTICES. Notices shall be address to the following:

Lessor:

Nick Neade and Destiny Neade

c/o Ray Braiser @ Re/max, 105 Adak St, Fairbanks, Alaska 99701

Lessee:

Shaun Huot

3915 Peger Road, Fairbanks, Alaska 99709

ADDITIONAL TERMS AND CONDITIONS. This property is being leased as a Commercial Marijuana Manufacturing facility. If the lease goes into default, the Landlord(s) and/or Property Manager may lock main gate. No parties of this Lease or their agents may enter the premises without an Alcohol and Marijuana Control Office representative on site to take control of any marijuana, marijuana product, or other product or documentation controlled and/or regulated by the State of Alaska or its agencies.

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

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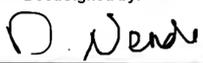
SERVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and Lessees and/or their respective successors, heirs, assigns, executors and administrators.

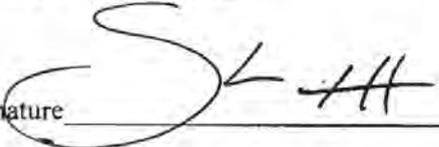
LESSOR SIGNATURE

DocuSigned by:

Signature _____ Date 10/5/2020 | 6:17 PM AKDT
B06A6CDABB09432...
Nick Neade

DocuSigned by:

Signature _____ Date 10/5/2020 | 7:34 PM PDT
A395080B8D3847C...
Destiny Neade

LESSEE SIGNATURE


Signature _____ Date Oct. 1/2020
Shaun Huot

SUBLEASE AGREEMENT

FOR 3915 Peger Road, Fairbanks, Alaska 99709

This SUBLEASE ("Lease"), made in Fairbanks, Alaska, with an effective date of October 1, 2019, between **Shaun Huot**, whose business and post office address is 209 Falcon Drive, Fairbanks, Alaska 99709, herein referred to as "**Lessor**" and Chubby Girl Confections, Inc. whose business and post office address is: PO Box 10747, Fairbanks, Alaska 99710-0747 hereinafter referred to as "**Lessee**".

WITNESSETH:

Description of Property. Lessor hereby leases to Lessee and Lessee leases from Lessor on the rent, terms, covenants and conditions as set forth herein, exclusive use of (a) the lease agreement to property at 3915 Peger Road, Fairbanks, Alaska 99709, hereinafter referred to as the "Property", the building and improvements (together "Building") located thereon and (c) the parking area ("Parking Area") surrounding the Building as shown outlined in yellow in the attached Exhibit A includes all areas included in the Lease.

- 1. Original Lease.** The property is secured through a lease signed October 1st, 2019 with Nicholas Neade & Destiny Neade (herein referred to as "Property Owners"); the below subsections define the terms of this lease (hereinafter referred to as the "Original Lease"). In the event of any inconsistency between the provisions of the Original Lease and the Sublease Agreement, the Original Lease controls.

In the event that the original lease is terminated the Lessor, Lessee, upon notice of such termination shall attorn to the Original Lease and shall recognize the Property Owners as its direct contracting party under the Sublease agreement; provided, however, that the Property Owners may elect upon such termination of the Original Lease to terminate the Sublease Agreement and subtenant's right to possession of the property. Subtenant shall execute and deliver, at any time after termination of the Original Lease and upon request of the Property Owner, any instruments necessary or appropriate to evidence such attornment.

Lessee must conform to the terms and conditions of the ground lease, which terms and conditions the Property Owners shall enforce upon Lessor. No agreement entered by lessor with lessee, including but not limited to the Lease Agreement, shall be binding upon Property Owner and in no event will the Property Owner or Lessor be liable for any obligations in this agreement that does not conform to the Original Lease.

Subtenant shall indemnify, defend and hold harmless the Property Owner and its employees, agents, and contractors from any and all claims and/or judgements for monetary damages, injunctive relief, employment liens, materialmen's liens, and costs and attorney fees, which may be asserted against the Property Owner in any administrative or judicial forum and which are alleged to have arisen out of Subtenant's occupancy which shall include any claim for property

Lessor Initials SH

Lessee Initials JR

damage, bodily injury or death, emotional or other non-physical injury, or violation of employment, environmental, or public safety laws, ordinances or codes by lessee or by any of its contractors or subcontractors using the premises for any activity, whether within or outside the scope of activities authorized by lessee. The provisions contained in this paragraph shall not be given effect if the active negligence of the Property Owner or its employees is the sole proximate cause of any injury or damage done to the party asserting the claim.

- 2. **Occupancy of 3915 Peger Road.** The Building and property with the address 3915 Peger Road, Fairbanks, Alaska 99709, will be available immediately after lease is signed and active.

Fairbanks North Star Borough PAN: 0458848

Premises Legal Description: Lot 5A2 Peger Industrial Park Out of Lot 5A Peger Industrial Park

Property Owner and Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the premises. Lessor guarantees access to property free of congestion for the term of the lease.

- 3. **Business Purpose.** The Property is to be used the purpose of baking goods, including but not limited to marijuana edibles products, concentrates, and for office space of Lessee, and for no other business or purpose without written consent of Lessor. Any marijuana uses must be licensed and approved through the state department responsible for approving licences and products in Alaska. These uses are always subject to the allowed uses under the Original Lease.
- 4. **Term & Rent.** The term ("Term") of this lease shall be for 15 months and shall commence on October 1, 2019 and expire on December 31, 2020 inclusive. Rent payments shown below:

October 1, 2019 to December 31, 2019 shall be \$2,500 per month
January 1, 2020 to December 31, 2020 shall be \$5,000 per month

Total Base Rene Lease Payments:	2019	\$7,500
	2020	\$60,000

Lessee covenants and agrees to pay Lessor as rent for said Property as above commencing on October 1, 2019 in lawful money of the United States, without deduction or offset, in advance on the first day of each calendar month of the lease term. The rent amount shall be prorated using a 365 calendar day period. The rent shall be considered delinquent if not paid by the tenth (10th) day of each month, payable to Lessor at the address specified above or at such other place as Lessor may hereafter designate. If said rent is not paid by the tenth (10th) day of each calendar month Lessor may charge Lessee an additional Ten Percent (10%) of minimum monthly rental rate as a late charge. The parties agree that such late charges represent a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Interest shall not be payable on late charges to be paid by Lessee under this lease. The payment of interest on such amounts shall not excuse or cure any default by Lessee under this lease.

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If Lessor, for any reason whatsoever, cannot deliver possession of the Property to Lessee at the commencement of the lease Term, this lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting there-from, but in that event, there shall be a proportionate reduction of rent covering the period between the commencement of the lease Term and the time when Lessor can deliver possession. The lease Term shall be extended by such delay for an equal period.

Lessor agrees to promptly provide the Lessee on the 1st day of each month a copy of the receipt paid to the Property Owners by the Lessor. If the Lessor fails to provide a monthly receipt, Lessor expressly authorizes the Property Owner to provide a rent receipt copy directly to the Lessee of this agreement, upon Lessee's request.

5. Additional Rent.

- A. In the event that a sales tax on rental income is adopted by any governmental agency during the Term of this Lease or any extended period hereof, Lessee agrees to pay to Lessor, as additional rental, the increased amount of said tax.
- B. Any additional rental payable under the terms of this Lease shall be paid by Lessee without any deduction or set-off within ten (10) days after proper evidence thereof has been submitted by Lessor.
- C. Any charges assessed against Lessee that have to be prorated shall be prorated on a 365 calendar day period.
- D. In the event that the Original lease amount or additional costs to the Original Lease is increased those increases will pass to lessee.

6. Security Deposit. Lessee shall deposit upon execution of this Lease with Lessor the sum of Dollars (\$2,500.00) as security for the full performance of all the provisions of this Lease. If at any time during the Term, or the Term as it may be extended, Lessee shall be in default in payment of rent or any other sum due Lessor as additional rent, Lessor may appropriate all or part of the security deposit for such payment. Lessor may also appropriate all or part of the deposit to repair damages to the Property caused by Lessee or defrays any and all reasonable expenses incurred by Lessor in cleaning the Property upon the termination of the tenancy created by this Lease. Upon use of any part or all of the security deposit, Lessor shall provide Lessee an accounting of all sums used, along with any documentation evidencing such use. Within seven (7) days of receiving all such documentation, Lessee shall pay to Lessor, on demand, a like sum or additional security. Lessor's obligation with respect to the deposit is that of a debtor, not a trustee, and the deposit may be commingled or dissipated, or both and no interest shall accrue thereon. If Lessee shall have fully complied with all of the covenants and conditions of this lease, (including cured defaults and late charges), but not otherwise, such sum shall be repaid to Lessee within thirty (30) days after the expiration or termination of this lease.

7. Property Operating Costs. Lessee acknowledges the following operating costs and expense to operate and maintain the Property are the responsibility of the Lessee. Such costs are including, but not limited to:

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electric, heating oil, water, sewer/septic, winter sanding, maintenance and repairs of all portions of the interior of the Building's walls, columns, plumbing limited to faucets and toilets, windows, floors and floor coverings, interior of the Building janitorial services, repairs to lightning fixtures and equipment (including replacement of tubes, ballasts, and bulbs).

- 8. **Real Property Tax.** Real property tax shall be paid in full by, and are the responsibility of the Property Owner.
- 9. **Utilities.** Lessee, upon mutual execution of this Lease, will put all utilities into the Lessee's name and take full responsibility during the Term of this Lease for payment of the same. Any utilities in the name of the Property Owner or Lessor and a bill and all supporting documentation (if any) shall be provided and any invoice shall be paid by the Lessee within thirty (30) days of receipt of the same.

<u>Lessor</u>	<u>Subtenant</u>	<u>Expense</u>
0%	100%	Heating, including heating fuel and electricity.
0%	100%	Routine furnace maintenance and annual furnace inspection and electrical service.
100%	0%	Ventilation and air-conditioning, maintenance, and related expenses.
100%	0%	Normal maintenance and repair expenses.
0%	100%	Water and sewer expenses.
0%	100%	Telephone and telecommunication services, including internet.
0%	100%	Sales taxes, if any, operations of the Lessee and personal property taxes and real estate taxes.
100%	0%	Garbage removal services.
100%	0%	Snow Removal.

- 10. **Lessee's Improvements.** Lessee shall not make any improvements to the Property without the express prior written consent of the Lessor, which consent shall not be unreasonably withheld. All Lessee improvements shall be made at Lessee's sole cost and expense. Lessee has no plans to adapt building for any needs at the time this lease is being signed.

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11. Acceptance of Property. Lessee has fully investigated the conditions of the Property or waived its right to do so and is fully familiar with the physical condition of the Property and every part thereof, and Lessee accepts the same "as is". Lessor made no express representations or warranties and disclaims any implied representations or warranties relating to the condition of the Property, or any part thereof, including, without limitation, the building systems, the Indoor Air Quality (IAQ) within the building and the environmental condition of the building. Lessor shall not be liable for any latent or patent defects therein; provided, however, to the best of Lessor's knowledge, information and belief no known Hazardous Materials have ever been released and/or discharged on the Property.

Lessee shall comply with all current and future federal, state, and local environmental and IAQ laws, regulations, and industry standards, including, without limitation, any restrictions on smoking in the workplace. Lessee agrees there is to be no smoking in the building.

The Property shall not be used for any dangerous, noxious, or offensive trade or business or for any purpose, trade or business that will adversely affect the Property;

Lessee will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from indoor and/or outdoor sources, emission of biological contaminants;

Lessee will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds) in the Property, and will take all steps necessary to prevent the release of such contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents);

Lessee will not bring, generate, treat, store, or dispose of any chemicals, materials, or other potential pollution sources without Lessor's prior consent. It is the intent of Lessee to store all of his equipment and have offices in the space. Notwithstanding the foregoing, the levels of these chemicals, materials, or other potential pollution sources shall not exceed legal limits.

All materials used in connection with the alteration or refurbishment of the Property, including, without limitation, paint, carpet, wall, or window coverings, carpet glues, and other chemicals, shall be subject to Lessor's prior approval, which shall not be unreasonably withheld. Any such approval shall not be deemed a representation or warranty that the materials so approved are in compliance with laws or that the same do not affect Property.

Lessee will cooperate with Lessor and will, at any time with 24 hour advanced notice, allow Lessor and Lessor's representative's access to any Lessee's records with respect to the Property for environmental inspection purposes only.

Lessee shall cooperate in all respects with rules and regulations promulgated by Lessor regarding the management of Property.

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12. Use. Lessee shall continuously conduct and carry on in said Property, during each and every business day of the Term hereof, the business for which said Property are leased, and that no stock of goods will be carried, or anything done in or about the Property which will increase the present rate of insurance. The rental contained herein is predicated on, among other things, Lessor's existing insurance premiums and in the event that the Lessee's usage shall cause an increase in the insurance rate or rating, Lessee shall pay for any resulting increase. Lessee agrees that it has determined, to Lessee's satisfaction, that the Property can be used for the purpose for which they are leased. Lessee shall not commit or allow to be committed any waste upon the Property or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other Lessees in the adjoining Property. Lessee shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Lessee, its agents, employees, contractors, sub-lessees or invitees without the prior written consent of Lessor. Lessor shall be entitled to take into account such other factors or facts as Lessor may reasonably determine to be relevant in determining whether to grant or withhold consent to Lessee's proposed activity with respect to Hazardous Material; however, in no event shall Lessor be required to consent to such proposed activity.

The term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "Hazardous Wastes", "Hazardous Materials", or "Toxic Substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCB's and other similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. The aforementioned shall not apply to cleansing products and/or repair supplies, fertilizers, pesticides, and other related gardening products if used and disposed of per the manufacturer's directions.

13. Lines and Insolvency. Lessee shall keep the Property, free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntary or involuntary bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, and then the Lessor may cancel this lease at Lessor's option.

14. Assignment. Lessee shall not assign this lease or any part thereof and shall not let or sublet the whole or any portion of the Property without the written consent of the Property Owner and Lessor which shall not be unreasonably withheld. This lease shall not be assignable by operation of law. If Lessee is a corporation, then any transfer of this lease from Lessee by merger, consolidation or liquidation and any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this paragraph. If the Lessee is a partnership or other entity, a withdrawal or change, voluntary, involuntary, or by operation of law, of the partner or partners, or members owning more than fifty percent (50%) of the partnership or other entity, or the dissolution of the partnership or other entity, shall be

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deemed a voluntary assignment. Any assignment of this lease shall not extinguish or diminish the liability of Lessee herein. If consent is once given by Lessor to the assignment of this lease, or any interest therein, Lessor shall not be barred from afterwards refusing to consent to any further assignment.

Lessee shall be permitted to assign this lease to an affiliated company of the Lessee with the following stipulations. Lessee shall submit financial reports of the affiliated company to the Lessor for approval and review. Approval by the Property Owner or Lessor shall not be unreasonably withheld. Lessor to advise the Lessee of their approval or disapproval within 14 days after receipt of the affiliated company's financial reports.

15. Access. Lessor shall have the right, but not the obligation, at all reasonable times with notice during the Lease Term to inspect the Property and conduct such tests and investigations to evaluate the Property and or the Building. Lessee will allow Property Owner, Lessor or Lessor's agent free access at all reasonable times in and to said Property for the limited purpose of inspection, or of making repairs, additions or alterations to the Property or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of Lessor to make any repairs.

16. Maintenance and Repairs. The Lessee will promptly make good any defects for which the Lessee may be responsible hereunder within thirty (30) days after written notice thereof or sooner if the nature of such condition or the delay in its repair would cause, or create the risk of further damages to the Property. If the Lessee refuses or neglects to commence such repairs and complete the same within said period, the Lessor may, but shall not be obligated to make or cause such repairs to be made and shall not be responsible to the Lessee for any loss or damage that may accrue to the property, profession, occupation or business of the Lessee or of any third party by reason thereof, and if the Lessor make or cause such repairs to be made, the Lessee hereby agrees to pay forthwith on demand to the Lessor as additional rent the costs thereof, plus twenty percent (20%) of such costs to cover overhead and administrative expenses, with interest at the rate described in paragraph 40 herein calculated from the date of completion of repairs by Lessor until fully paid by Lessee.

No Lessee will alter, change, replace or re-key any lock or install a new lock on any door of the demised Property. Lessor, its agents or employees, will retain a pass (master) key to all door locks on the demised Property. Any new door locks required by Lessee or any change in keying of existing locks will be installed or changed by Lessor following Lessee's written request to Lessor and will be at Lessee's expense. All new locks and re-keyed locks will remain operable by Lessor's pass (master) key. Lessor will furnish Lessee, free of charge, with two (2) keys to each door lock on the demised Property. Lessor shall have the right to collect a reasonable charge for additional keys requested by Lessee. Lessee, upon termination of its tenancy, will deliver to Lessor all keys for the demised Property and building which have been furnished. Should Lessee change any locks or re-key any locks on its own and are not the keys issued or reissued by Lessor, Lessor shall have the right to collect a reasonable charge for rekeying the locks after the termination of Lessee's tenancy.

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17. Signs. All signs or symbols placed in the windows or doors of the Property or upon any exterior part of the building, by Lessee, shall be subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Any signs placed on the Property shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the Property caused thereby, and if not removed by Lessee, then Lessor may have same removed at Lessee's expense. All signage must be in compliance with the Fairbanks North Star Borough sign ordinance.

Lessor shall have the right to place and maintain "For Rent," "For Lease," or "For Sale" signs in a conspicuous place on said Property within the last six (6) months of this Lease term excluding if Lessee is in default.

18. Indemnifications. Lessee shall defend and indemnify Lessor and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney's fees, arising from any act, omission, or negligence of Lessee, or of the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in the Property provided that the foregoing provisions shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the gross negligence and/or willful misconduct of Lessor, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee, or visitor of Lessor.

19. Damage or Destruction. In the event the Property is damaged to such an extent as to render the same un-leasable in whole or in a substantial part thereof, or are destroyed, it shall be optional with Lessor to repair or rebuild the same; and after the happening of any such event, and Lessee shall give Lessor or Lessor's agent immediate written notice thereof. Lessor shall have not more than thirty (30) days after the date of such notification to notify Lessee in writing of Lessor's intention to repair or rebuild said Property, or the part so damaged as aforesaid, and if Lessor elects to repair or rebuild said Property, Lessor shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period, the rent shall be abated in the same ratio that the portion of the Property rendered for the time being unfit for occupancy shall bear to the whole of the lease Property. Lessee shall have the right to terminate lease if Property becomes un-leasable for more than sixty (60) days or if Lessor shall fail to give the notice as aforesaid, Lessee shall have the right to declare this lease terminated by written notice served upon Lessor or Lessor's agent.

20. Liability Insurance. Lessee agrees to carry liability insurance naming Lessor and Property Owner as an additional insured, in an amount not less than ONE MILLION (\$1,000,000.00) for injury or death to any one person, TWO MILLION DOLLARS (\$2,000,000.00) for injury or death per any number of persons in any one accident, and TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for property damage or destruction. Liability insurance shall include, but not limited to, coverage protecting against liability arising from or related to the cultivation, manufacture and/or wholesale sale of marijuana and/or marijuana products.

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- 21. Fire Insurance.** Lessor will, during said Term, keep all improvements now or hereafter erected on said Property insured against loss or damage by fire and any hazards, casualty, or contingency for which insurance is procurable which Lessor may be able to insure with an insurance company or companies pursuant to **paragraph 22** herein, in the name of the Property Owner in an amount equal to the full replacement cost of said improvements, and will pay all premiums thereon at the time and place the same are payable. Annually, Lessor shall review the amount of insurance coverage to assure the improvements are insured for the full replacement cost. Every policy shall be made payable in case of loss or damage to the parties as their interest may appear, and all compensation, indemnity or other monies paid on account of any loss or damage, other than rental value insurance, shall with all convenient speed be laid out in rebuilding, repairing, or otherwise reinstating the same improvements in a good and substantial manner according to the plan and elevation of the improvements so destroyed or damaged, or according to such modified plan as shall be previously approved by the Lessor in writing. In the event the insurance payout is not enough to rebuild or if Lessor determines they will not re-build, Lessor has the option to cancel this Lease by giving Lessee written notice within thirty (30) days of the casualty.
- 22. Insurance Rating & Certificates of Insurance.** Lessor, at its own cost and expense, shall obtain the insurance coverages from an insurance company or companies qualified to do business in the State of Alaska.
- 23. Condemnation.** If all of the Property or such portion of any building wherein the Property may be located as may be required for the reasonable use of the Property, is taken by eminent domain, this lease shall automatically terminate as of the date Lessee is required to vacate the Property and all rentals shall be paid to that date. In case of taking of a part of the Property, or a portion of any building wherein the leased Property may be located which is not required for the reasonable use of the Property, then this lease shall continue in full force and effect and the rental shall be equitably reduced, based on the proportion by which the floor area of the Property is reduced, such rent deduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages to the Property for any taking by eminent domain, and Lessee hereby assigns to Lessor any right Lessee may have to such damages or award, and Lessee shall make no claim against Lessor for damages for termination of the leasehold interest or interference with Lessee's business. Lessee shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Lessee may be put for Lessee's moving expenses and for interruption of or damage to Lessee's business, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as a part of the damages recoverable by Lessor.
- 24. Notices.** All notices to be given by the parties hereto shall be in writing and may either be served personally or deposited in the United States mail, postage prepaid, either by registered, certified, or regular mail with certificate of mailing obtained; and if to be given Lessor, to be addressed to Lessor at the address specified above. Notice shall be deemed to be delivered when received by the Lessor or, if to be given Lessee, may be addressed to Lessee at the leased Property or the address specified above. Notice shall be deemed to be delivered when received by the Lessee.

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25. Default by Lessee. If Lessee shall fail to pay any installment of rent or any additional rent or other charges as and when the same shall become due and payable, and if such default shall continue for a period of ten (10) days after payment shall be due or if Lessee shall default in the performance of any of the other items, covenants and conditions of this lease, and if such default shall continue for a period of thirty (30) days after notice in writing specifying the matter claimed to be in default is given by Lessor to Lessee; Lessor shall have the right, at Lessor's option, to terminate this lease and the Term hereof, as well as the right, title and interest of Lessee hereunder, unless (except for a default of nonpayment of rent) Lessee shall then diligently be engaged in prosecuting the work necessary to remove said cause or taking the steps necessary to remedy said default, and Lessor may re-enter the Property, using such force as may be necessary, and repossess itself thereof and remove all persons and property from the Property. If Lessor exercises its right of re-entry, Lessor may change the locks to the demised Property without having to provide Lessee with a copy of such key. Notwithstanding any such re-entry, the liability of Lessee for the full rental provided for herein shall not be extinguished for the balance of this lease, and Lessee shall make good such deficiency arising from any re-letting of the Property and reasonable attorney's fees. Lessor will also have the rights of Lessor distraint.

Each of the following events shall constitute a default:

- A. Lessee's failure to make payment of any rent or other payments required of Lessee or any part thereof, if said failure shall continue for a period of ten (10) days after the payment shall be due.
- B. A default in the performance of any other covenant or condition of the part of Lessee for a period of thirty (30) days after being served with a notice spelling out the specific default or defaults.
- C. The filing of a petition by or against Lessee for adjudication as a bankrupt, appointment of a receiver or trustee of any substantial part of the assets of Lessee or the institution of any proceeding involving Lessee under any reorganization or arrangement, insolvency, dissolution, liquidation, or other similar statutes of the federal government or any state government heretofore or hereinafter enacted.
- D. The execution, attachment, or levy upon the leasehold interests or any part of the Leased Property.
- E. Lessee's desertion, vacation, abandonment, or suspensions of business operation on the Leased Property for a period of five (5) days. Notwithstanding the Lessee may upon written notice to Lessor, suspend business activity during low season for a period of time. Such period of time shall be no longer than ten (10) days.

26. NOT USED.

27. Right to Sub-letting. Lessee has no rights to re-let the Property described in this Lease without prior written approval from both the Lessor and Property Owner.

28. Damages on Termination. Should Lessor at any time terminate this Lease for any default, breach or failure of Lessee hereunder, then, in addition to any other rights or remedies available

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to Lessor hereunder or by law provided, Lessor may have and recover from Lessee, all damages Lessor may incur by reason of such default, breach or failure including, without limitation, court costs and reasonable attorney's fees for services in recovering possession, all costs and expenses of any re-letting including, without limitation, all costs of alterations and repairs, dividing and subdividing, of the Property in connection therewith, all brokerage commissions or other similar expenses of Lessor in connection with such re-letting, or, at the option of Lessor, Lessor may have and recover from Lessee the worth at the time of termination of this Lease, of the excess, if any, of the total minimum rental and percentage rental and other charges reserved in this Lease for the remainder of the Term hereof, over the then reasonable rental value of the Property for the same period, all of which amounts, including attorney's fees of Lessor, shall be immediately due and payable by Lessee to Lessor.

29. Lessor's Consent. Whenever Lessor's consent is required under the terms hereof, such consent shall be in writing, and shall not unreasonably be withheld.

30. Non-Waiver of Breach. The failure of Lessor to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein offered in any one or more instances, shall not be construed to be a waiver or relinquishment of such, or of any other covenants or agreements, but the same shall be and remain in full force and effect.

31. Removal of Property. Except as provided in paragraph 47, in the event of any entry in or taking possession of the Property as aforesaid, Lessor shall have the right, but not the obligation to remove from the Property all personal property located therein, and may store the same in any place selected by Lessor, including but not limited to, a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sales, second to the payment of charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof, the balance, if any, to be paid to Lessee.

Lessee hereby waives all claims for damages that may be caused by Lessor's re-entering and taking possession of the Property or removing and storing the property of Lessee as provided in this lease, and will save Lessor harmless from loss, costs or damages occasioned by Lessor thereby, and such re-entry shall not be considered or construed to be forcible entry .

32. Surrender of Property. At the termination of this Lease, by lapse of time or otherwise, Lessee will peaceably deliver up to Lessor, possession of the demised Property. At the option of Lessor, (at Lessor's sole discretion), with reasonable notice given in writing to Lessee prior to the earlier termination or expiration of the Lease, Lessee shall either a) remove at Lessee's expense those existing alterations or improvements, made by the Lessee requested by Lessor to be removed, by whomsoever made or installed to said demised Property, flush to the wall or floor and Lessee shall make good any damage caused to the Property in the removal of said alterations or improvements, in accordance with Lessee's covenants herein contained to maintain and repair said Property or b) shall peaceably deliver up to Lessor, possession of the demised Property

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together with all improvements, additions, fixtures, permanently attached or otherwise, and alterations thereon, by whomsoever made or installed, and shall keep thereto, in the same condition of cleanliness, repair, sightliness, order and condition as the demised Property was in upon the commencement of business under the lease, reasonable wear and tear excepted, in accordance with Lessee's covenants herein contained to maintain and repair said Property, without disturbance, molestation or injury, and without credit to Lessee, its sub-lessees, concessionaires or licensees. If no written notice is given to Lessee, Lessee shall at the termination of the lease remove all improvements, additions, fixtures, trade or otherwise and alterations thereon, made by the Lessee.

Lessee shall surrender all keys for the demised Property to Lessor at the place then fixed for the payment of rent.

In the event Lessee does not provide its notice to exercise their option the Lessee will allow the Lessor during the last six months of the Term hereof, or during any holdover period, to show the Property during Lessor's business hours to prospective tenants with 24 hour advance notice.

33. Heirs and Successors. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

34. Lessor's Liability; Certain Duties. As used in this lease the term "Lessor" means only the current owner or owners of the title to the Property at the time in question. Each Lessor is obligated to perform the obligations of Lessor under this Lease only during the time such Lessor owns such interest or title. Any Lessor who transfers its title or interest is relieved of all liability with respect to the obligations of Lessor under this lease to be performed on or after the date of transfer. However, each Lessor shall deliver to its transferee all funds that Lessee previously paid if such funds have not yet been applied under the terms of this lease.

Lessee shall give written notice of any failure by Lessor to perform any of its obligations under this lease to Lessor and to any ground lessor, mortgagee, or beneficiary under any deed of trust encumbering the property whose name and address have been furnished to Lessee in writing. Lessor shall not be in default under this lease unless Lessor (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Lessee's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Lessor shall not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

Notwithstanding any term or provision herein to the contrary, the liability of Lessor for the performance of its duties and obligations under this lease is limited to Lessor's interest in the Property, and neither the Lessor nor its partners, shareholders, officers or other principals shall have any personal liability under this lease.

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- 35. Holdover.** If Lessee shall, with the consent of Lessor, hold over after the expiration of the Term of this lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by laws of the State of Alaska. During such tenancy, Lessee agrees to pay Lessor one hundred twenty five percent (125%) of the rent payable immediately prior to such expiration, unless a different rate is agreed upon, and to be bound by all the terms, covenants and conditions as herein specified, so far as they are applicable.
- 36. Subordination.** This lease is subject and is hereby subordinated to all present and the future mortgages, deeds of trust and other encumbrances affecting the Property or the property of which said Property are a part. Lessee agrees to execute, at no expense to Lessor, any instrument, which may be deemed necessary or desirable by Lessor to further effect the subordination of this lease to any mortgage, deed of trust or encumbrance.
- 37. Attornment.** If Lessor's interest in the property is acquired by any Property Owner, beneficiary under a deed of trust, mortgagee, or purchase at a foreclosure sale, Lessee shall attorn to the transferee of or successor to Lessor's interest in the property and recognize such transferee or successor as Lessor under this lease. Lessee waives the protection of any statute or rule of law, which gives or purports to give Lessee any right to terminate this lease or surrender possession of the property upon the transfer of Lessor's interest.
- 38. Estoppel Certificates.** Upon Lessor's written request, Lessee shall execute, acknowledge and deliver to Lessor a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Rent and other charges and the time period covered by such payment; (iv) that Lessor is not in default, under this Lease (or, if Lessor is claimed to be in default, stating why); and (v) such other representations or information with respect to Lessee or the Lease as Lessor may reasonably may require. Lessee shall deliver such statement to Lessor within ten (10) days after Lessor's request. Lessor may give any such statement by Lessee to any prospective purchaser or encumbrancer of the Property. If Lessee does not deliver such statement to Lessor within such ten (10) day period, Lessor, and any prospective purchaser or encumbrancers, may conclusively presume and rely upon the following facts: (I) that the terms and provisions of this Lease have been changed except as otherwise represented by Lessor; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Lessor; (iii) that not more than one month's Rent or other charges have been paid in advance; and (iv) that Lessor is not in default under the Lease. In such event, Lessee shall be estopped from denying the truth of such facts.
- 39. Costs of Attorney's Fees.** If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this lease, including any suit by Lessor for the recovery of rent or possession of the Property, the losing party shall pay the successful party a reasonable sum for attorney's fees in such suit, and such attorney's fees shall be deemed to have accrued on the commencement of such action. In case of any breach by Lessee of its covenants herein contained, Lessor may at any time without notice, cure such breach for the account and at the expense of Lessee. Lessee will pay to Lessor within IO days after the date of Lessor making

Lessor Initials SH

Lessee Initials JR

personal delivery of statements therefore, (a) all reasonable and actual costs and expenses, including reasonable attorney's fees incurred or paid by Lessor, but required to be paid by Lessee under any covenant herein contained or paid or incurred by Lessor in enforcing any of the covenants and conditions of this Lease, in protecting itself against any breach thereof, in remedying any breach thereof, incurring any breach by Lessee of its covenants herein contained, in recovering possession of the demised Property or any part thereof or in collecting any delinquent rent or other charges payable hereunder by Lessee, or in connection with any litigation (other than condemnation proceedings) commenced by or against Lessee to which Lessor shall without fault be made party, and (b) a reasonable fee for reviewing and processing any request by Lessee for Lessor's consent or approval, including without limitation reasonable fees of attorneys and other consultants retained by Lessor.

40. **Interest.** The Lessee shall pay to Lessor, on demand, interest on all sums payable by Lessee to Lessor pursuant to the provisions of this Lease, from the date due until paid, at the rate of twelve percent (12%) per annum; provided, however, that in no event shall the interest rate charged by Lessor exceed the maximum rate per annum allowed by applicable law for said period.
41. **Rules and Regulations by Lessor.** Lessee shall comply with all reasonable rules and regulations hereafter and from time to time adopted by Lessor for the use, safety, care and preservation of the Property.
42. **Janitorial.** Lessee is responsible for keeping the Property in a neat and clean condition including the interior and exterior of the building and all parking areas.
43. **Force Majeure.** If Lessor cannot perform any of its obligations due to events beyond Lessor's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Lessor's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.
44. **Other Miscellaneous Conditions.** Upon payment by Lessee of the rent hereinafter reserved and upon observance and performance of the covenants by Lessee herein contained, Lessee shall peaceably hold and enjoy the demised Property for said Term without hindrance or interruption by Lessor or any other persons lawfully or equitably claiming by, through or under it except as herein expressly provided. Lessee agrees to operate all of the leased Property during the entire Term of this lease with due diligence and efficiency, unless prevented from doing so by causes beyond Lessee's control.
45. **Option to Purchase.** If Property Owner decides to sell the Property, which decision is at Property Owner's sole discretion, at any time during the lease Term, Lessee shall be given written notice and provided thirty (30) days to negotiate the sales price with Property Owner's in good faith, if Lessor declines options to purchase. If a Purchase and Sale Agreement cannot be reached between the parties in the time provided, the Property may be listed on the open market for sale.

Lessor Initials SH

Lessee Initials JK

46. **Renewal Term.** Ninety days prior to the termination of this sublease, Lessee is to notify the Lessor of intent to renew the lease or to vacate the premises. If the notice is not given in writing the Lessor may begin to actively market the premises for lease.

47. **Marijuana Product.** Lessor may not take possession or remove marijuana and marijuana products from the premises. Lessor agrees to contact Alaska's Alcohol & Marijuana Control Office at (907) 269-0350 if marijuana or marijuana product to have marijuana or marijuana product removed from the property for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LESSOR:

Shaun Huot

LESSEE:

Chubby Girl Confections, Inc.

By: Jessica Rhoads, Owner

By: 

By: 

Dated: Oct. 2/2019

Dated: 10/02/2019

Lessor Initials SH

Lessee Initials JR



Fairbanks North Star Borough

All Data Report

PAN# 0458848

Printed on: 10/11/2019



Property Information for PAN#: 0458848

STATUS: ACTIVE - ROLL TYPE 1
 PROPERTY DESCRIPTION: PEGER INDUSTRIAL, LOT: 05A2
 OWNER: Neade Nicholas J [ownership], Neade Destiny Spring [co-owner]
 BILLING ADDRESS: 1910 Carr Ave Fairbanks, AK 99709 4209
 SITUS ADDRESS: 3915 Peger Rd
 PARCEL SIZE: 46526.44 SF
 NEIGHBORHOOD: Davis-Van Horn (1030)
 LAND CLASS: Light Industrial
 PRIMARY USE: Commercial
 FLOOD ZONE: AE (100%)
 SPECIAL REG. AREAS: None
 ZONING: HI (100%)
 COMP PLAN: Heavy Industrial Area (100%), Urban Boundary (100%)
 PLANNING DISTRICT: Fairbanks (100%)
 ROAD DISTRICT: N/A
 URBAN BOUNDARY (2003): NO
 ROAD SERVICE AREA: None
 FIRE SERVICE AREA: University (100%)
 FIRE SERVICE (Property DB): University Fire S A
 STRUCTURES: Metal,Pre-Eng Steel (0 Units)
 BUSINESS ON SITE: EARLY BIRD BAKERY
 MILL GROUP: University Fire Service Area (0940) (Est. Mill Rate: 15.001)
 PLAT NUMBER: PEGER IND PK (FRD1987_75_001)
 DESCRIPTION (VAULT): LOT 5A2 PEGER INDUSTRIAL PARK OUT OF LOT 5A PEGER INDUSTRIAL PARK
 COMMUNITY PLANNING PERMITS:
 Flood Plain: 20160016
 Zoning: 17454
 Zoning: 17455
 Zoning: 17456
 Zoning: 17596
 Zoning: 17597
 Zoning: 17598
 Zoning: 18065

Assessment History

Year	Land	Improvements	Total
2019	\$41,871	\$102,983	\$144,854
2018	\$41,871	\$166,774	\$208,645
2017	\$41,871	\$104,324	\$146,195
2016	\$41,871	\$0	\$41,871
2015	\$41,871	\$0	\$41,871

Photo Date: 09, 2019 Photo No: 00



Department of Commerce, Community, and Economic
Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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

[Download / Corporations / Entity Details](#)

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Chubby Girl Confections, Inc.

Entity Type: Business Corporation

Entity #: 10114596

Status: Good Standing

AK Formed Date: 9/26/2019

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: PO BOX 10747, FAIRBANKS, AK 99710-0747

Entity Physical Address: 3915 PEGER ROAD, FAIRBANKS, AK 99709

Registered Agent

Agent Name: Jessica Rhoads

Registered Mailing Address: PO BOX 10747, FAIRBANKS, AK 99710-0747

Registered Physical Address: 3915 PEGER ROAD, FAIRBANKS, AK 99709

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Jessica Rhoads	Director, President, Secretary, Shareholder, Treasurer	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
9/26/2019	Creation Filing	Click to View	Click to View
9/26/2019	Initial Report	Click to View	

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Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & 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 cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Chubby Girl Confections, Inc.	License Number:	23146		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Dosed Edibles Alaska				
Physical Address:	3915 Peger Road				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Licensee:	Jessica Rhoads				
Email Address:	dosededibles@yahoo.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Entity Documents
------------------------	------------------

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
-----------------------	--	-------------------------------	--	-----------------------	--

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

Certificate of Incorporation

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

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

Chubby Girl Confections, Inc.



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **September 26, 2019**.

A handwritten signature in cursive script that reads "Julie Anderson".

Julie Anderson
Commissioner

CHUBBY GIRL CONFECTIONS, INC.

Chubby Girl Confections, Inc.

**Incorporated under the laws
of the State of Alaska**

BY LAWS

Adopted as of Sept. 25, 2019

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CHUBBY GIRL CONFECTIONS, INC.

BYLAWS

OF

CHUBBY GIRL CONFECTIONS, INC.

ARTICLE I

OFFICES

1.1 Registered Office.

The initial registered office of Chubby Girl Confections, Inc. (the "Corporation") in the State of Alaska shall be at 3915 Peger Road, Fairbanks, Alaska 99709, and the registered agent in charge thereof shall be Jessica Rhoads.

1.2 Other Offices.

The corporation may also have an office or offices at any other place or places within or outside the State of Alaska.

ARTICLE II

MEETING OF SHAREHOLDERS

2.1 Annual Meetings.

The annual meeting of shareholders of the Corporation (the "Shareholders") for the election of directors, and for the transaction of such other business as may properly come before the meeting, shall be held at such place, date and hour as shall be fixed by the board of directors of the Corporation (the "Board") and designated in the notice or waiver of notice thereof, except that no annual meeting need be held if all actions, including the election of directors, required by Alaska Business Corporation Act ("ABCA") to be taken at the annual meeting of Shareholders are taken by written consent in lieu of meeting pursuant to Section 2.11 of this Article II)

2.2 Special Meetings.

Special meetings of the shareholders may be called at any time by the Board of Directors, by the Chairperson of the Board of Directors, by the CEO, CFO, COO, or by the holders of shares entitled to cast not less than 10% of the votes at the meeting, such meeting to be held on a date and at a time and place either within or without the state of Alaska as may be stated in the notice of the meeting.

CHUBBY GIRL CONFECTIONS, INC.

2.3 Notice of Meetings.

Except as otherwise required by statute, the Corporation's Certificate of Incorporation (the "Certificate") or these bylaws of the Corporation (the "Bylaws"), notice of each annual or special meeting of the Shareholders shall be given to each Shareholder of record entitled to vote at such meeting not less than 10 nor more than 60 days before the day on which the meeting is to be held, by delivering written notice thereof to them personally, or by mailing a copy of such notice, postage prepaid, directly to them at their address as it appears in the records of the Corporation, or by transmitting such notice shall state the place, the date and hour of the meeting, and in case of special meeting, the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who shall attend such meeting in person or by proxy, or who shall, in person or by his attorney thereunto authorized, waive such notice in writing, either before or after such meeting. Except as otherwise provided in these Bylaws, neither the business to be transacted at, nor the purpose of, any meeting of the Shareholders need be specified in any such notice or waiver of notice. Notice of any adjourned meeting of Shareholders shall not be required to be given, except when expressly required by law.

2.4 Quorum.

At each meeting of Shareholders, except where otherwise provided by the Certificate or these Bylaws, the holders of a majority of the issued and outstanding shares of Common Share entitled to vote at such meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority in interest of the Shareholders present in person or represented by proxy and entitled to vote, or, in the absence of all the Shareholders entitled to vote, any officer entitled to preside at, or act as secretary of, such meeting, shall have the power to adjourn the meeting from time to time, until Shareholders holding the requisite amount of share to constitute a quorum shall be present or represented. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

2.5 Place of Meetings.

Annual meetings or special meetings of Shareholders may be held at any place within or without the State of Alaska as may be selected from time to time by the Board, Chairperson, CEO, CFO, or COO.

2.6 Organization.

Unless otherwise determined by the Board, at each meeting of the Shareholders, one of the following shall act as Chairperson of the meeting and preside thereat, in the following order of precedence:

CHUBBY GIRL CONFECTIONS, INC.

- (a) The COO;
- (b) The CEO;
- (c) The CFO;
- (d) Any director, officer or Shareholder of the Corporation designated by the Board to act as Chairperson of such meeting and to preside thereat if the Chairperson, CEO, CFO, COO shall be absent from such meeting; or
- (e) A Shareholder of record who shall be chosen Chairperson of such meeting by a majority in voting interest of the Shareholders present in person or by proxy and entitled to vote there at.

The secretary of the Corporation (the "Secretary") or, if they shall be presiding over such meeting in accordance with the provisions of this Section 2.6 or if they shall be absent from such meeting, the person (who shall be an Assistant Secretary of the Corporation, if any Assistant Secretary has been appointed and is present) whom the Chairperson of such meeting shall appoint, shall act as secretary of such meeting and keep the minutes thereof.

2.7 Order of Business.

The order of business at each meeting of the Shareholders shall be determined by the Chairperson of such meeting, but such order of business may be changed by a majority in voting interest of those present in person or by proxy at such meeting and entitled to vote thereat.

2.8 Voting.

Except as otherwise provided by law, the Certificate or these Bylaws, at each meeting of Shareholders, each Shareholder shall be entitled to one vote in person or by proxy for each share of Common Share held by them and registered in their name on the books of the Corporation on the date fixed pursuant to Section 6.7 of Article VI of the Bylaws as the record date for the determination of Shareholders entitled to vote at such meeting. Persons holding share in the fiduciary capacity shall be entitled to vote the shares so held. A person whose share is pledged shall be entitled to vote, unless, in the transfer by the pledger on the books of the Corporation, he has expressly empowered the pledgee to vote thereon, in which case only the pledgee or their proxy may represent such share and vote thereon. If shares or other securities having voting power stand in the record of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the secretary shall be given written notice to the contrary and furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect:

- (a) If only one votes, their act binds all;
- (b) If more than one votes, the act of the majority so voting binds all; and

CHUBBY GIRL CONFECTIONS, INC.

- (c) If more than one votes, but the vote is evenly split on any particular matter, such shares shall be voted in the manner provided by law.

If the instrument so filed shows that any tenancy is held in unequal interests, a majority of even-split for the purposes of this Section 2.8 shall be a majority or even-split in interest. The Corporation shall not vote directly or indirectly any share of its own capital share. Any vote of share may be given by the Shareholder entitled thereto in person or by his proxy appointed by an instrument in writing, subscribed by such Shareholder or by his attorney thereunto authorized, delivered to the secretary of the meeting; provided however, that no proxy shall be voted after three years from its date, unless said proxy provided for a longer period. At all meetings of the Shareholders, all matters (except where other provision is made by law, the Certificate or these Bylaws) shall be decided by the vote of a majority in interest of the Shareholders present in person or by proxy at such meeting and entitled to vote thereon, a quorum being present. Unless demanded by a Shareholder present in person or by proxy at any meeting and entitled to vote thereon, the vote on any question need not be by ballot. Upon a demand by any such Shareholder for a vote by ballot upon any question, such vote by ballot shall be taken. On a vote by ballot, each ballot shall be signed by the Shareholder voting, or by his proxy, if there be such proxy, and shall state the number of shares voted.

2.9 Inspection.

The Chairperson of the meeting may at any time appoint one or more inspectors to serve at any meeting of the Shareholders. Any inspector may be removed, and a new inspector or inspectors appointed, by the Board at any time. Such inspectors shall decide upon the qualifications of voters, accept and count votes, declare the results of such vote, and subscribe and deliver to the secretary of the meeting a certificate stating the number of shares of share issued and outstanding and entitled to vote thereon and the number of shares voted for and against the question, respectively. The inspectors need not be shareholders of the Corporation, and any director or officer of the Corporation may be an inspector on any question other than a vote for or against their election to any position with the Corporation or on any other matter in which they may be directly interested. Before acting as herein provided, each inspector shall subscribe an oath faithfully to execute the duties of an inspector with strict impartiality and according to the best of their ability.

2.10 List of Shareholders.

It shall be the duty of the Secretary or other officer of the Corporation who shall have charge of its share ledger to prepare and make, at least 10 days before every meeting of the Shareholders, a complete list of the Shareholders entitled to vote thereat, arranged in alphabetical order, and showing the address of each Shareholder and the number of shares registered in the name of each Shareholder. Such list shall be open to the examination of any Shareholder, for any purpose germane to any such meeting, during ordinary business hours, for a period of at least 10

CHUBBY GIRL CONFECTIONS, INC.

days prior to such meeting, either at a place within the city where such meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. Such list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any Shareholder who is present.

2.11 Shareholders' Consent in Lieu of Meeting.

Any action required by the ABCA to be taken at any annual or special meeting of the Shareholders of the Corporation, or any action which may be taken at any annual or special meeting of such Shareholder, may be taken without a meeting, without prior notice and without a vote, by a consent in writing, as permitted by the ABCA.

2.12 Action by Means of Conference Telephone or Similar Communications Equipment.

Any one or more of the Shareholders may participate in a meeting of the Shareholders by means of conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

ARTICLE III

BOARD OF DIRECTORS

3.1 General Powers.

The business, property and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate directed or required to be exercised or done by the Shareholders.

3.2 Number and Term of Office.

The number of directors shall be fixed from time to time by the Board. Directors need not be Shareholders. Each director shall hold office until their successor is elected and qualified, or until their earlier death or resignation or removal in the manner hereinafter provided.

3.3 Election of Directors.

At each meeting of Shareholders for the election of directors at which a quorum is present, the persons receiving the greatest number of votes, up to the number of directors to be elected, of the Shareholders present in person or by proxy and entitled to vote thereon shall be the directors; provided, however, that for purposes of such vote no Shareholder shall be allowed to cumulate his votes. Unless an election by ballot shall be demanded as provided in Section 2.8 of Article II, election of directors may be conducted in any manner approved at such meeting.

CHUBBY GIRL CONFECTIONS, INC.

3.4 Resignation, Removal, Vacancies.

Any director may resign at any time by giving written notice to the Board, Chairperson, CEO, CFO, COO or Secretary. Such resignation shall take effect at the time specified therein or, if the time by not specified, upon receipt thereof, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any director or the entire Board may be removed, with or without cause, at any time, by vote of the holders of a majority of the shares then entitled to vote at an election of directors or by written consent of the Shareholders pursuant to Section 2.11 of Article II.

Vacancies occurring on the Board for any reason may be filled by vote of the Shareholders or by a Shareholders' written consent pursuant to Section 2.11 of Article II, or by vote of the Board or by a directors' written consent pursuant to Section 3.6 of this Article III. If the number of directors then in office is less than a quorum, such vacancies may be filled by a vote of majority of the directors then in office.

3.5 Meetings.

(a) Annual Meetings. As soon as practical after each annual election of directors, the Board shall meet for the purpose of organization and the transaction of other business, unless it shall have transacted all such business by written consent pursuant to Section 3.6 of this Article III.

(b) Other Meetings. Other meetings of the Board shall be held at such times and at such places as the Board, Chairperson, CEO, CFO, COO or any director shall from time to time determine.

(c) Notice of Meetings. Notice shall be given to each director of each meeting, including the time, place and purpose of such meeting. Notice of each such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least two day before the days on which such meeting is to be held, or shall be sent to them at such place by telegraph, cable, wireless or other form of recorded communication, or be delivered personally or by telephone not later than the day before the day on which such meeting is to be held. A written waiver of notice, signed by the person entitled thereto, whether before or after the time of the meeting stated therein, shall be deemed equivalent to notice.

(d) Place of Meetings. The Board may hold its meetings at such place or places within or outside the State of Alaska as the Board may from time to time determine, or as shall be designated in the respective notices or waivers of notice thereof.

(e) Quorum and Manner of Acting. A majority of the total number of directors then in office shall be present in person at any meeting of the Board in order to constitute a quorum for the transaction of business at such meeting, and the vote of a majority of those directors present

CHUBBY GIRL CONFECTIONS, INC.

at any such meeting at which a quorum is present shall be necessary for the passage of any resolution or act of the Board, except as otherwise expressly required by law or these Bylaws. In the absence of a quorum for any such meeting, a majority of the directors present thereat may adjourn such meeting from time to time until a quorum shall be present.

(f) Organization. At each meeting of the Board, one of the follow shall act as Chairperson of the meeting and present there at. in the follow order of precedence:

- (i) the Chairperson;
- (ii) the CRO (if a director);
- (iii) the CFO or COO (if a director); or
- (iv) any director designated by a majority of the directors present.

The Secretary or, in the case of his absence, an Assistant Secretary, if an Assistant Secretary has been appointed and is present, or any person whom the Chairperson of the meeting shall appoint shall act as secretary of such meeting and keep the time thereof.

3.6 Directors' Consent in Lieu of Meeting.

Any actions required or permitted to be taken at any meeting of the Board may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the directors then in office and such consent is filed with the minutes of the proceedings of the Board.

3.7 Action by Means of Conference Telephone or Similar Communication Equipment.

Any one or more members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

3.8 Committees.

The Board may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, such committee or committees to have such name or names as may be determined from time to time by resolution adopted by the Board, and each such committee to consist of one or more directors of the Corporation, which to the extent provided in said resolution or resolutions shall have and may exercise the powers of the Board in the management of the business and affairs of the Corporation and may authorize the deal of the Corporation to be affixed to all papers which may require it. A majority of all members of any such committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide. The Board shall have power to change the members of any such

CHUBBY GIRL CONFECTIONS, INC.

committee at any time, to fill vacancies and to discharge any such committee, either with or without cause, at any time.

ARTICLE IV

OFFICERS

4.1 Executive Officers.

The principal officers of the Corporation shall be, if appointed, a Chairperson, CEO, CFO, COO, Secretary and Treasurer, and such other officers as the Board may appoint pursuant to Section 4.3 of this Article IV. Any two or more offices may be held by the same person.

4.2 Authority and Duties.

All officers, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these Bylaws or, to the extent so provided, by the Board.

4.3 Other Officers.

The Corporation may have such officers, agents and employees as the Board may deem necessary, including one or more Vice Presidents, Assistant Secretaries or Assistant Treasurers, each of whom shall hold office for such period, have such authority and perform such duties as the Board, Chairperson, CEO, CFO, COO, or President and Secretary may from time to time determine. The Board may delegate to any principal officer the power to appoint and define the authority and duties of, or remove, any such officers, agents or employees.

4.4 Term of Office, Compensation, Resignation and Removal.

All officers shall be elected or appointed by the Board and shall hold office for such term as may be prescribed by the Board. Each officer shall hold office until his successor has been elected or appointed and qualified or until their earlier death or resignation or removal in the manner hereinafter provided. The Board may require any officer to give security for the faithful performance of his duties.

Any officer may resigned at any time by giving written notice to the Board, Chairperson, CEO, CFO, COO or Secretary. Such resignation shall take effect at the time specified therein or, if the time be not specified, at the time it is accepted by action of the Board. Except as aforesaid, the acceptance of such resignation shall not be necessary to make it effective.

All officers and agents elected or appointed by the board shall be subject to removal at any time by the Board or by the Shareholders with or without cause.

CHUBBY GIRL CONFECTIONS, INC.

The Founder of the Corporation, Jessica Rhoads, will act as initial officers and board, and will run all aspects of the business operation, including but not limited to baking or making of marijuana products, contributing at least 20 hours per week of time exclusively dedicated to the Corporation's business activities. As such, the Founder is entitled to compensation, payment of which will commence once the Corporation has received its licenses from the state and locality (if applicable) to operate various marijuana establishments. The founder shall receive an initial annual salary of \$50,000 per year, which will be adjusted accordingly based on duties performed and performance of the Corporation.

4.5 Vacancies.

If the office of Chairperson, CEO, CFO, COO, President or Secretary becomes vacant for any reason, the Board shall fill such vacancy, and if any office becomes vacant, the Board may fill such vacancy. Any officer so appointed or elected by the Board shall serve only until such time as the unexpired term of his predecessor shall have expired, unless re-elected or reappointed by the Board.

4.6 The Chief Operating Officer.

Subject to the control of the Board and the CEO and CFO the Chief Operating Officer give counsel and advice to the Board and the officers of the Corporation on all subjects concerning the welfare of the Corporation and the conduct of its business and shall perform such others duties as the Board may from time to time determine. Unless otherwise determined by the Board, he shall preside at the meetings of the Board and of the Shareholders at which he is present.

4.7 The Chief Executive Officer.

Subject to the control of the Board and the CFO and COO the Chief executive Officer shall have general and active management and control of the business and affairs of the Corporation subject to the control of the Board and shall see that all orders and resolutions of the Board are carried into effect. The CEO shall from time to time make such reports of the affairs of the Corporation as the Board of Directors may require and shall perform such other duties as the Board may from time to time determine.

4.8 The Chief Financial Officer.

Subject to the control of the Board and the CEO and COO the Chief Financial Officer shall in general supervise and control the financial business and affairs of the Corporation.

4.9 The Secretary.

The Secretary shall, to the extent practicable, attend all meetings of the Board and all meetings of the Shareholders and shall record all votes and the minutes of all proceedings in a

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book to be kept for that purpose. They may give, or cause to be give, notice of all meetings of the Shareholders and of the Board, and shall perform such other duties as may be prescribed by the Board, Chairperson, CEO, CFO, COO under whose supervision they shall act. They shall keep in safe custody the seal of the Corporation and affix the same to any duly authorized instrument requiring it and, when so affixed, it shall be attested by their signature or by the signature of the Treasurer or, if appointed, an Assistant Secretary or an Assistant Treasurer. They shall keep in safe custody the certificate books and Shareholder records and such other books and records as the Board may direct, and shall perform all other duties incident to the office of Secretary and such other duties as from time to time may be assigned to them by the Board, Chairperson, CEO, CFO, or COO.

4.10 The Treasurer.

The Treasurer shall have the care and custody of the corporate funds and other valuable effects, including securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, shall render to the Chairperson, CEO, CFO, COO and directors, at the regular meetings of the Board or whenever they may require it, and account of all their transactions as Treasurer and of the financial condition of the Corporation and shall perform all other duties incident to the office of Treasurer and such other duties as from time to time may be assigned to them by the Board, Chairperson, CEO, CFO, or COO.

ARTICLE V

CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNT, ETC.

5.1 Execution of Documents.

The Board shall designate, by either specific or general resolution, the officers, employees and agents of the Corporation who shall have the power to execute and deliver deeds, contracts, mortgages, bonds, debentures, checks, drafts and other orders for the payment of money and other documents for and in the name of the Corporation, and may authorize such officers, employees and agents to delegate such power (including authority to relegate) by written instrument to other officers, employees or agents of the Corporation. Unless so designated or expressly authorized by these Bylaws, no officer, employee or agent shall have any power or authority to bind the Corporation by any contract or engagement, to pledge its credit to render it liable peculiarly for any purpose or amount.

5.2 Deposits.

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All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation or otherwise as the Board or Treasurer, or any other officer of the Corporation to whom power in this respect shall have been given by the Board, shall select.

5.3 Proxies with Respect to Share or Other Securities of Other Corporations.

The Board shall designate the officers of the Corporation who shall have authority from time to time to appoint an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of share or other securities in any other corporation, and to vote or consent with respect to such share or securities. Such designated officers may instruct the person or persons so appointed as to the manner of exercising such powers and rights, and such designated officers may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise, such written proxies, powers of attorney or other instruments as they may deem necessary or proper in order that the Corporation may exercise its powers and rights.

ARTICLE VI

SHARES AND THEIR TRANSFER; FIXING RECORD DATE

6.1 Certificates for Shares.

Every owner of a share or shares of the Corporation shall be entitled to have a certificate certifying the number and class of shares owned by them in the Corporation, which shall be in such form as shall be prescribed by the Board. Certificates shall be numbered and issued in consecutive order and shall be signed by, or in the name of, the Corporation by the Chairperson, CEO, CFO, COO, President or any Vice President, and by the Treasurer (or an Assistant Treasurer, if appointed) or the Secretary (or an Assistant Secretary, if appointed). In case any officer or officers who shall have signed any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation, or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed such certificate has not ceased to be such officer or officers of the Corporation.

6.2 Record.

A record in one or more counterparts shall be kept of the name of the person, firm or corporation owning the shares represented by each certificate for share of the Corporation issued, the number of shares represented by each such certificate, the date thereof and, in the case of cancellation, the date of cancellation. Except as otherwise expressly required by law, the person in whose name shares of share stand on the share record of the Corporation shall be deemed the owner thereof for all purposes regarding the Corporation.

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Shareholder Records. The Corporation shall keep at its principal executive office or at the office of its transfer agent or registrar a record of the names and addresses of all shareholders and the number and class of shares held by each shareholder.

Corporate Documents and Bylaws. The Corporation shall keep at its principal executive office the original or a copy of the Articles of Incorporation and Bylaws as amended to which shall be open to inspection by the Shareholders at all reasonable times during office hours. The Corporation shall, upon the written request of any Shareholder, furnish to that Shareholder a copy of the Articles of Incorporation or Bylaws as amended to date.

Minutes and Accounting Records. The minutes of proceedings of the Shareholders, the Board of Directors, and committees of the Board, and the accounting books and records will be kept at the principal executive office of the Corporation, or at such other place or places as designated by the Board of Directors. The minutes will be kept in written form, and the accounting books and records will be kept either in written form or in a form capable of being converted into written form.

Inspection by Directors. Subject to applicable Alaska law, every director shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary corporation for purposes relating to his or her status as director. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Annual Report to Shareholders. Subject to the ABCA, for as long as the Corporation has fewer than the number of shareholders specified in the applicable, if any, any requirement of any annual report to shareholders is expressly waived. However, nothing in this provision shall be interpreted as prohibiting the Board of Directors from issuing annual or other periodic reports to the shareholders, as the Board considered appropriate.

At the annual meeting of shareholders, or the meeting held in lieu thereof, the Corporation shall lay before the shareholders a financial statement consisting of:

- (a) A balance sheet containing a summary of the assets, liabilities, stated capital, if any, and surplus (showing separately any capital surplus arising from unrealized appreciation of assets, other capital surplus, and earned surplus) of the Corporation as of the end of the Corporation's most recent fiscal year, except that, if consolidated financial statements are laid before the shareholders, the consolidated balance sheet shall show separately or disclose by a note the amount of the consolidated surplus that does not constitute earned surplus of the Corporation or any of its subsidiaries and that is not classified as stated capital or capital surplus on the consolidated balance sheet; and

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- (b) A statement of profit and loss and surplus, including a summary of profits, dividends or distributions paid, and other changes in the surplus accounts of the Corporation for the period commencing with the date marking the end of the period for which the last preceding statement of profit and less required under this Section was made and ending with the date of said balance sheet, or in the case of the first statement of profit and loss, from the incorporation of the Corporation to the date of said balance sheet.

Financial Statements. The Corporation shall keep a copy of each annual financial statement, quarterly or other periodic income statement, and accompanying balance sheets prepared by the Corporation on file in the Corporation's principal office for 3 years. These documents shall be exhibited at all reasonable office times, or copies provided, to any shareholder within 30 days after demand of shareholder.

Form of Records. Any records maintained by the Corporation in the regular course of its business, with the exception of minutes of the proceedings of the shareholders, and of the Board of Directors and its committees, but including the Corporation's share ledger and books of account, may be kept on, or be in the form of a magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

6.3 Transfer and Registration of Share.

Share of the Corporation is non-transferable without a super-majority approval from all shareholders of the Corporation. The Founder of the Corporation, Jessica Rhoads, has the first right to purchase shares from shareholders. In the event the Founder does not exercise her first right of purchase, the share shall be offered to existing shareholders for purchase. In any event, no transfer of share shall occur without super-majority approval of all Corporation shareholders.

Registration of transfers of shares of the Corporation shall be made only on the books of the Corporation upon request of the registered holder thereof, or of their attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and upon the surrender of the certificate of certificates for such shares properly endorsed or accompanied by a share power duly executed.

6.4 Addresses of Shareholders.

Each Shareholder shall designate to the Secretary and address at which noticed of meetings and all other corporate noticed may be served or mailed to them, and, if any Shareholder shall fail to designate such address, corporate noticed may be served upon them by mail directed to them at their post-office address, if any, as the same appears on the share record books of the Corporation or at their last known post-office address.

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6.5 Lost, Destroyed and Mutilated Certificates.

The holder of any shares of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of the certificate therefor, and the Board may, in its discretion, cause to be issued to them a new certificate or certificates for such shares, upon the surrender of the mutilated certificates or, in the case of loss or destruction of the certificate, upon satisfactory proof of such loss or destruction, and the Board may, in its discretion, require the owner of the lost or destroyed certificate or his legal representative to give the Corporation a bond in such sum and with such surety or sureties as it may direct to indemnify the Corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate.

6.6 Regulations.

The Board may make such rules and regulations as it may deem expedient, not inconsistent with these Bylaws, concerning the issue, transfer, restrictions, and registration of certificates for share of the Corporation.

6.7 Fixing Date for Determination of Shareholders of Record.

(a) In order that the Corporation may determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall be not more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board, the record date for determining Shareholders entitled to notice of or to vote at a meeting of Shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of Shareholders of record entitled to notice of or to vote at a meeting of Shareholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the Shareholders entitled to consent to corporation action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall be not more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the record date for determining Shareholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by the ABCA, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Alaska, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Shareholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, rerun receipt

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requested. If no record date has been fixed by the Board and prior action by the Board is required by the ABCA, the record date for determining Shareholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the Shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the Shareholders entitled to exercise any rights in respect of any change, conversion or exchange of share, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining Shareholders for any such purpose shall be at the close of business on the date on which the Board adopts the resolution relation thereto.

(d) As the Corporation is a "start-up" business, subject to unpredictable regulatory costs and barriers to entry, the Corporation shall automatically re-invest 100% of its profits back into the Corporation for the first three (3) years of operation for purposes of solidifying the Corporation's market share and expanding the business activities of the Corporation. Thereafter, upon a majority vote of the shareholders, the Corporation will commence issuance of dividends to shareholders in an amount to be determined by the board based on the profit margins and expense of business operations.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

7.1 Indemnification.

(a) As provided in the Certificate, to the fullest extent permitted by the ABCA as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its Shareholders for breach of fiduciary duty as a director.

(b) Without limitation of any right conferred by paragraph (a) of this Section 7.1, each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that her or she is or was a director, officer or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer or employee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity while serving as a director, officer or employee or in any other capacity while serving as a director, officer or employee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the ABCA, as the same exists or may hereafter be

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amended (but, in the case of any such amendment, only to the extent that such amendment permit the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorneys' fees, judgements, fines, excise taxes or amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer or employee and shall inure to the benefit of the indemnitee's heirs, testators, intestates, executors and administrators; provide, however, that such person acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interest of the Corporation, and with respect to a criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful; provided further, however, that no indemnification shall be made in the cause of an action, suit or proceeding that such director, officer, employee or agent is liable to the Corporation, unless a court having jurisdiction shall determine that, despite such adjudication, such person is fairly and reasonably entitled to indemnification; provided further, however, that, except as provided in Section 7.1(c) of this Article VII with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) initiated by such indemnitee was authorized by the Board. The right to indemnification conferred in this Article VII shall be a contract right and shall advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee, benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise.

(c) If a claim under Section 7.1(b) of this Article VII is not paid in full by the Corporation within 60 days after written claim has been received by the Corporation, except in the case of a claim for advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of any undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the ABCA. Neither the failure of the Corporation (including the Board, independent legal counsel, or the Shareholders) to have made a determination prior to the

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commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the ABCA, nor an actual determination by the Corporation (including the Board, independent legal counsel or the Shareholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Section or otherwise shall be on the Corporation.

(d) The rights to indemnification and to the advancement of expenses conferred in this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Certificate, agreement, vote of Shareholders or disinterested directors or otherwise.

7.2 Insurance.

The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was a director, officer, employee or agent of the Corporation or any person who is or was serving at the request of the Corporation as a director, officer, employer, or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the ABCA.

ARTICLE VIII

FISCAL YEAR AND AMENDMENT

8.1 Fiscal Year.

The fiscal year end of the Corporation shall be December 31 unless otherwise determined by the Board.

8.2 Amendment.

Any bylaw (including these Bylaws) may be adopted, amended or repealed by the vote of the holder of a majority of the shares then entitled to vote or by the Shareholders' written consent pursuant to Section 2.11 of Article II, or by the vote of the Board or by the directors' written consent pursuant to Section 3.6 of Article III.

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CHUBBY GIRL CONFECTIONS, INC.

**CERTIFICATE BY SECRETARY OF ADOPTION OF
BYLAWS BY SOLE INCORPORATOR**

OF Chubby Girl Confections, Inc.

The undersigned, Jessica Rhoads, as Secretary of Chubby Girl Confections, Inc., an Alaska corporation (the "Corporation"), hereby certifies the attached document is a true and complete copy of the bylaws of the Corporation and that such bylaws were duly adopted by the sole incorporator of the Corporation on the date set forth below.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of September 25, 2019.

A handwritten signature in cursive script, reading "Jessica Rhoads", is written over a solid horizontal line.

Jessica Rhoads, Secretary

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

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

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Chubby Girl Confections, Inc.

Entity Type: Business Corporation

Entity #: 10114596

Status: Good Standing

AK Formed Date: 9/26/2019

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: PO BOX 10747, FAIRBANKS, AK 99710-0747

Entity Physical Address: 3915 PEGER ROAD, FAIRBANKS, AK 99709

Registered Agent

Agent Name: Jessica Rhoads

Registered Mailing Address: PO BOX 10747, FAIRBANKS, AK 99710-0747

Registered Physical Address: 3915 PEGER ROAD, FAIRBANKS, AK 99709

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Jessica Rhoads	Director, President, Secretary, Shareholder, Treasurer	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
9/26/2019	Creation Filing	Click to View	Click to View
9/26/2019	Initial Report	Click to View	

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