Alaska Business License # **1049234**

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

NORTHERN LIGHTS CULTVATION 2

P.O. BOX 5691 KETCHIKAN AK 99901

owned by

JACOB G RODRIGUEZ; JESSE HOYT

is licensed by the department to conduct business for the period

February 13, 2017 through December 31, 2017
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Chris Hladick
Commissioner

PARTNERSHIP AGREEMENT

I. PARTIES:

1. The parties to this partnership are Jesse Hoyt and Jake Rodriguez.

II. PURPOSE:

1. The purpose of this partnership is to lawfully cultivate and sell marijuana for profit, with a license from the Alaska Alcohol and Marijuana control office.

III. PARTNERSHIP CONTRIBUTIONS:

1. Each partner will provide 50 percent of the startup costs for the marijuana business. Each partner is providing approximately $15,000 to startup costs.

IV. NAME OF BUSINESS:

1. The name of the business will be Northern Lights Cultivation.

V. PARTNERSHIP RESPONSIBILITIES:

1. Each partner will be jointly responsible for maintaining the marijuana business, including marijuana cultivation, sale and maintaining licensing.

VI. PARTNERSHIP PROFITS:

1. Each partner will share equally in partnership profits.

VII. EVENT OF TERMINATION OF PARTNERSHIP:

1. In the event that one partner is no longer eligible to hold a marijuana license or dies or is unable, the entire business will be dissolved with the non-dissolving partner having a right of first refusal to buy the other partner's interest in the business at fair market value. In the event marijuana no longer becomes legal, or there are other events beyond the parties' control, the partners will sell as much of the business as is legal to sell and split the profits legallly.

VIII. DURESS THREATS AND UNDUE INFLUENCE:

1. The partners agree that they sign this agreement willingly, and that their signature is not the result of force, threats or undue influence.

IX. ENTIRE AGREEMENT:

1. The partners agree that this agreement is the entire agreement between the partners.

X. DOCUMENT PREPARATION:

1. The partners agree that this document was prepared by Leif Thompson, and that he is Jesse Hoyt's personal attorney. Jake Rodriguez agrees that he has reviewed this agreement with the independent counsel of his choosing, or he voluntarily and freely waives the same.

XI. SAVINGS:

1. In the event that any portion of this agreement is illegal or contrary to public policy, the remainder will be carried into effect.

XII. CHOICE OF FORUMS:

1. Any dispute arising under this agreement will be adjudicated in the State of Alaska First Judicial District.

Signed:

Jake Rodriguez — 6-7-17 Date

Jesse Hoyt — 6-7-17 Date

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TY DETAILS

Entity Number: 10051254

Legal Name: Northern lights cultivation LLC

Filing Type: Creation Filing - Domestic Limited Liability Company

ENT INFORMATION

Receipt Number: 10759861

Receipt Date: 2/12/2017 4:41:01 PM

Payer Name: JACOB RODRIGUEZ

Payment Amount: $250.00

classified at Ketchikandailynews.com