Renewal Application

License Number: 10293
License Status: Active
License Type: Standard Marijuana Cultivation Facility
Doing Business As: AK FUZZY BUDZ
Business License Number: 1035954
Designated Licensee: James Millhouse
Email Address: akgreenlight@yahoo.com
Local Government: Anchorage (Municipality of)
Community Council: Midtown
Latitude, Longitude: 61.196000, -149.875000
Physical Address: 2612 Eagle St
Anchorage, AK 99503
UNITED STATES

Licensee #1

Type: Entity
Alaska Entity Number: 10037905
Alaska Entity Name: AKGLD, LLC
Phone Number: 907-351-6699
Email Address: akgreenlight@yahoo.com
Mailing Address: 407 E Northern Lights BLVD
Anchorage, AK 99503
UNITED STATES

Entity Official #1

Type: Individual
Name: James Millhouse
[redacted]
Phone Number: 907-351-6699
Email Address: akgreenlight@yahoo.com
Mailing Address: 407 E Northern Lights BLVD
Anchorage, AK 99503
UNITED STATES

Entity Official #2

Type: Individual
Name: Troy Millhouse
[redacted]
Phone Number: 907-229-6783
Email Address: bigdaddyfuzzy@yahoo.com
Mailing Address: 407 E Northern Lights BLVD
Anchorage, AK 99503
UNITED STATES

Note: *No affiliates entered for this license.*

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

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ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

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:	AKGLD, LLC	**License Number:**	10293		
License Type:	STANDARD MARIJUANA CULTIVATION FACILITY				
Doing Business As:	AK FUZZY BUDZ				
Premises Address:	2612 EAGLE ST				
City:	ANCHORAGE	**State:**	AK	**ZIP:**	99503

Section 2 – Individual Information

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

Name:	JAMES MILLHOUSE
Title:	OWNER/HEAD CULTIVATOR

Section 3 – Changes to Licensed Marijuana Establishment

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

I certify that **no changes have been made**, except for those that have been previously reported or requested on a form prescribed by the Board, to this licensed establishment's business name, ownership, licensed premises diagram, or operating plan, and (for marijuana product manufacturers) that I do not wish to request Board approval for production of any new proposed marijuana products. [x]

I certify that **a change has been or will be made** to one or more of the items listed above for this establishment, and I understand that an additional form(s) and fee(s) must be submitted to AMCO before any renewal application for this license can be considered complete. [ ]

If you have selected the second certification, please list any and all of the five types of changes that need to be reported/requested:

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

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 any applicable statements: Initials

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

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

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

I have attached a written explanation for why I cannot certify one or both of the above statements, which includes the type of offense, as required under 3 AAC 306.035(b)(4).

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.

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

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.

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.

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

Signature of licensee

JAMES MILLHOUSE

Printed name of licensee

DANIELLE R. TREMBLAY NOTARY PUBLIC Feb. 3, 2019 STATE OF ALASKA

Notary Public in and for the State of Alaska

My commission expires: 02/03/2019

Subscribed and sworn to before me this 31 day of May, 2017.

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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:	AKGLD, LLC	**License Number:**	10293		
License Type:	STANDARD MARIJUANA CULTIVATION FACILITY				
Doing Business As:	AK FUZZY BUDZ				
Premises Address:	2612 EAGLE ST				
City:	ANCHORAGE	**State:**	AK	**ZIP:**	99503

Section 2 – Individual Information

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

Name:	Troy MILLHOUSE
Title:	OWNER/CULTIVATOR

Section 3 – Changes to Licensed Marijuana Establishment

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

I certify that **no changes have been made**, except for those that have been previously reported or requested on a form prescribed by the Board, to this licensed establishment's business name, ownership, licensed premises diagram, or operating plan, and (for marijuana product manufacturers) that I do not wish to request Board approval for production of any new proposed marijuana products. [TM]

I certify that **a change has been or will be made** to one or more of the items listed above for this establishment, and I understand that an additional form(s) and fee(s) must be submitted to AMCO before any renewal application for this license can be considered complete. [ ]

If you have selected the second certification, please list any and all of the five types of changes that need to be reported/requested:

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Alaska Marijuana Control Board

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 any applicable statements: Initials

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

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. TM

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

I have attached a written explanation for why I cannot certify one or both of the above statements, which includes the type of offense, as required under 3 AAC 306.035(b)(4).

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. TM

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

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. TM

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. TM

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

Signature of licensee

TROY MILLHOUSE

Printed name of licensee

DANIELLE R. TREMBLAY NOTARY PUBLIC Feb. 3, 2019 STATE OF ALASKA

Notary Public in and for the State of Alaska

My commission expires: 02/03/2019

Subscribed and sworn to before me this 31 day of May, 2017.

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Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Search & Database Download > Corp. > Corporation Details

NAME(S)

Type	Name
Legal Name	AKGLD, LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10037905
Status: Good Standing
AK Formed Date: 4/22/2016
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2018
Entity Mailing Address: 5. 2612 EAGLE ST, ANCHORAGE, AK 99503
Entity Physical Address: 5. 2612 EAGLE ST, ANCHORAGE, AK 99503

REGISTERED AGENT

Agent Name: James Millhouse
Registered Mailing Address: 407 E NORTHERN LIGHTS BLVD, ANCHORAGE, AK 99503
Registered Physical Address: 407 E NORTHERN LIGHTS BLVD, ANCHORAGE, AK 99503

OFFICIALS

☐Show Former

AK Entity #	Name	Titles	Owned
	James Millhouse	Member	50
	Troy Millhouse	Member	50

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
4/22/2016	Creation Filing	Click to View	Click to View
6/07/2016	Initial Report	Click to View	

Juneau Mailing Address
P.O. Box 110806
Juneau, AK 99811-0806
Physical Address
333 Willoughby Avenue
9th Floor
Juneau, AK 99801-1770
Phone Numbers
Main Phone: (907) 465-2550
FAX: (907) 465-2974

Anchorage Mailing/Physical Address
550 West Seventh Avenue
Suite 1500
Anchorage, AK 99501-3567
Phone Numbers
Main Phone: (907) 269-8160
FAX: (907) 269-8156

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marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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:	AKGLD, LLC	**License Number:**	10293		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	AK FUZZY BUDZ				
Physical Address:	2612 Eagle St				
City:	Anchorage	**State:**	AK	**Zip Code:**	99503
Designated Licensee:					
Email Address:	akgreenlight@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 aka AKGLD, LLC operating agreement.

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OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

OPERATING AGREEMENT

of

AKGLD, LLC

This Operating Agreement (the "Agreement") made and entered into this 22 day of April, 2016 (the "Execution Date"),

AMONGST

James Millhouse of 407 E Northern Lights Blvd
Troy Millhouse of 407 E Northern Lights Blvd

(individually the "Member" and collectively the "Members").

BACKGROUND

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties to this Agreement agree as follows:

Formation

1. By this Agreement the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The rights and obligations of the Members will be as stated in the Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided here.

Name

2. The name of the Company will be AKGLD, LLC.

Purpose

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3. To cultivate and retail commercial marijuana.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 2612 Eagle St, Anchorage, AK 99503 or such other place as the Members may from time to time designate.

6. The mailing address of the Principal Office of the Company will be 407 E Northern Lights Blvd, Anchorage, AK or such other place as the Members may from time to time designate.

Membership Classes

7. Members will be divided into classes. Each class will have distinct rights and obligations as follows:

Member Class	Duties and Obligations	Voting
Managing Partner	Manage day to day operations in club. Has the right to make final decisions for the club. Has the right to veto decisions made by the partners because of having controlling interest in the company.	Yes
Partner	Assist with management of day to day operations within the club. Has the right to present information to managing partner. Decisions will be made based on group vote.	Yes

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8. The following is a list of all Members and the membership class to which they belong:

Member	Member Class
James Millhouse	Managing Partner
Troy Millhouse	Managing Partner

Capital Contributions

9. The following is a list of all Members and their Initial Capital Contributions to the Company. Each of the Members agree to make their Capital Contributions to the Company, full and on time, according to the following terms:

Member	Contribution Description	Value of Contribution	Delivery Date
James Millhouse	This member will provide cash;	$50,000.00	04/20/16
Troy Millhouse	This member will	$50,000.00	04/20/16

provide cash;	

Distribution of Profits/Losses

10. Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will be distributed between the Members in the following manner:

Member	Profit/Loss Percentage
James Millhouse	50.00%
Troy Millhouse	50.00%

11. Distributions will be made according to the following schedule: Quarterly.

12. Tax Allocations will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.

13. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Voting

14. Each Member of a voting membership class will be entitled to cast votes, on any matter within the authority of that membership class, based upon the proportion of that Member's Capital Contributions in the Company.

Nature of Interest

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15. A Member's interest in the Company will be considered personal property.

16. A Member's ownership interest in the Company will be represented by a certificate issued by the Company.

Withdrawal of Contribution

17. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

18. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of the remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This

option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

19. Capital Contributions may be amended from time to time, according to the requirements of the Company provided that the Members' interests are not affected, except with the unanimous consent of the Members. No Member will be required to make Additional Contributions. Whenever additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by business obligations, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of Net Profits or Losses of the Company among all the Members may be adjusted to reflect the aggregate change in Capital Contributions by the Members.

20. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Voting Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Resolution of such debts may have preference or priority over any other payments to Members as may be determined by a majority of the Voting Members.

Capital Accounts

21. An individual capital account will be maintained for each Member (if able to do so because of banking issues) and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

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

Drawing Accounts

23. An individual drawing account will be maintained for each Member. Each Member will be entitled to draw against their share of the profits in such amounts and at such time as will be agreed by the Members. The drawing account is a temporary account and is expected to have a debit balance if there have been any withdrawals. At the end of each accounting year, the drawing accounts are closed by transferring the debit balance to each Member's capital account.

Compensation of Members for Services Rendered

24. Members will be compensated by the Company for services rendered to or on behalf of the Company.

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Management

25.Management of this Company is vested in the Members.

Authority to Bind Company

26.Only the following individuals have authority to bind the Company in contract: Managing Partner.

Duty of Loyalty

27.No Member or Manager will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Company or that would be in direct conflict of interest to the Company. Any potential conflicts of interest will be deemed an Involuntary Withdrawal of the offending Member or Manager and may be treated accordingly by the remaining Members. A withdrawing Member or Manager will not carry on a similar business to the business of the Company within any established or contemplated market regions of the Company for a period of at least 2 years after the date of withdrawal.

Duty to Devote Time

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28.Each Member will devote such time and attention to the business of the Company as the majority of the Voting Members will from time to time reasonably determine for the conduct of the Company business.

Member Meetings

29.Member meetings will be held at the following address, or any other location that the Members may from time to time designate: the Principal Office, 2612 Eagle St, Anchorage, AK 99503 as agreed by members.

30.Any impending Member meeting will require 3 days notice be given to all Members.

31.A meeting may be called by any Member providing that appropriate notice has been provided to the other Members.

32.Regular Member meetings will be held according to the following schedule: Monthly.

33.There must be at least 51.00% of the Members present at a meeting for any decisions to be binding.

Admission of New Members

34.A new Member may only be admitted to the Company with a unanimous vote of the existing Members.

35.In addition to the required vote of existing Members the following conditions must be satisfied:

New Members will only be admitted by majority vote if the Company is in financial difficulty as determined by existing Members.

36. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

37. No Member may voluntarily withdraw from the Company for a period of 12 months from the execution date of this Agreement. Any such unauthorized withdrawal prior to the expiration of this period will be considered a wrongful dissociation and a breach of this Operating Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings. After the expiration of this period, any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least 90 days prior to withdrawal.

38. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

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STATE OF ALASKA

39. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

40. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has wilfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

41. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

42. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members

elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement.

43. In the event the remaining Members are unwilling or unable to purchase the interest of the Dissociated Member due to a voluntary or involuntary withdrawal from the Company then the Members will submit to mediation and, if necessary, binding arbitration for a final resolution. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.

44. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

45. On any purchase and sale resulting from the voluntary or involuntary dissociation of a Member, a dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

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STATE OF MASS.

Buyout Agreement

46. In the event of a Member's interest in the Company becoming for sale, due to any reason, the remaining Members of the Company have a right of first purchase on the interest. The value of the interest in the Company will be determined as outlined in the Valuation of Interest section of this Agreement.

Assignment of Interest

47. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party.

48. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's interest

in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

49. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting procedures. This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. A withdrawing Member's interest will be in proportion to their profit and loss share in the Company, less any outstanding liabilities a Member may have to the Company. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

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

Dissolution

51. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

52. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

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STATE OF ALASKA

1. in satisfaction of liabilities to creditors except Company obligations to current Members;
2. in satisfaction of Company obligations to current Members to pay debts; and
3. to the Members in proportion to their profit and loss share in the Company.

53. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets in resolving liabilities under this section will be resolved by the Members in proportion to the profit and loss share of each Member as set out in this Agreement.

Records

54. The Company will at all times maintain accurate records of the following:

1. Information regarding the status of the business and the financial condition of the Company.

2. A copy of the Company federal, state, and local income taxes for each year (promptly after becoming available).

3. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.

4. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

5. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

55. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

56. Accurate and complete books of account of the transactions of the Company will be kept and at all reasonable times be available and open to inspection and examination by any Member. The Books of Account will be kept on the cash basis method of accounting.

Banking and Company Funds

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

Audit

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58. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Fiscal Year End

59. The fiscal year end of the Company is the 1st day of January.

Tax Treatment

60. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income

Tax.

Tax Matters Partner

61. The tax matters partner will be James Millhouse, (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members deem advisable.

62. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

Annual Report

63. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

    1. A copy of the Company's federal income tax returns for that fiscal year.

    2. Supporting income statement.

    3. A balance sheet.

    4. A cash flow statement.

    5. A breakdown of the profit and loss attributable to each Member.

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Goodwill

64. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting procedures.

Governing Law

65. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Mediation and Arbitration

66. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any

statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Alaska. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Alaska.

Force Majeure

67. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

68. No Member may do any act in contravention of this Agreement.

69. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

70. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

71. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

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72. No Member may confess a judgment against the Company.

73. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

Indemnification

74. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

75. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope

of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

76. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

77. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

78. Actions requiring the unanimous consent of all Members will include, but not be limited to, the following:

1. Incurring Company liabilities over $25,000.00.
2. Incurring a single transaction expense over $1,000.00.
3. The sale of any Company asset with a fair market value over $1,000.00.
4. Hiring an employee with an annual compensation over $12,500.00.
5. Firing any employee.
6. Assignment of ownership rights of Company property.
7. Endangering the ownership or possession of Company property.
8. Assignment of check signing authority.
9. Releasing any Company claim except for payment in full.

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Amendment of Operating Agreement

79. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all the Members.

Title to Company Property

80. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

81. Time is of the essence in this Agreement.

82. This Agreement may be executed in counterparts.

83. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

84. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

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85. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.

86. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

87. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

88. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Additional Terms

89. If a Partner decides to leave the company the partner is required to sell their percentage in the company back to the Managing Partner.

Definitions

90. For the purpose of this Agreement, the following terms are defined as follows:

1. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

2. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

3. "Initial Contribution" means Capital Contributions made by any Member to acquire an interest in the Company.

4. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.

5. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

6. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.

7. "Voting Members" means the Members who belong to a Membership class that has voting power.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 1st day of June, 2016.

SIGNED, SEALED, AND DELIVERED

in the presence of:

Witness: Jamie Clifford (Sign)

Witness Name: Jamie Clifford

James Millhouse (Member)

JAMIE CLIFFORD
My Commission Expires
NOTARY PUBLIC
Jan. 22, 2019
STATE OF ALASKA

SIGNED, SEALED, AND DELIVERED

in the presence of:

Witness: Jamie Clifford (Sign)

Witness Name: Jamie Clifford

Troy Millhouse (Member)

AK Entity #: 10037905
Date Filed: 06/07/2016
State of Alaska, DCCED

THE STATE of ALASKA

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

FOR DIVISION USE ONLY

Limited Liability Company

Initial Biennial Report

Web-6/7/2016 10:46:32 AM

Entity Name: AKGLD, LLC
Entity Number: 10037905
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: James Millhouse
Physical Address: 407 E NORTHERN LIGHTS BLVD, ANCHORAGE, AK 99503
Mailing Address: 407 E NORTHERN LIGHTS BLVD, ANCHORAGE, AK 99503

Entity Physical Address: 5. 2612 EAGLE ST, ANCHORAGE, AK 99503

Entity Mailing Address: 5. 2612 EAGLE ST, ANCHORAGE, AK 99503

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
James Millhouse	407 E Northern Lights, Anchorage, AK 99503	50	Member
Troy Millhouse	407 E Northern Lights, Anchorage, AK 99503	50	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING
New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: James Millhouse

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ALASKA DEPARTMENT OF REVENUE
STATE OF ALASKA

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

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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:	AKGLD, LLC	**License Number:**		10293	
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	AK FUZZY BUDZ				
Physical Address:	2612 Eagle St				
City:	Anchorage	**State:**	AK	**Zip Code:**	99503
Designated Licensee:	James Millhouse				
Email Address:	akgreenlight@yahoo.com				

Section 2 – Attached Items

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

Attached Items:	Master Lease + Sublease

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OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

Master

Basic Lease Provisions

Date: 5/17/2016

Landlord: Dennis Millhouse

Address of Landlord: 407 E Northern Lights Anchorage, AK 99503

Tenant: MRM Management, LLC

Leased Premises: 2612 Eagle St. Anchorage, AK 99503

Lease Term: 3 years

Commencement Date: 6/1/2016

Expiration Date: 6/1/2019

Fixed Rent: $ 2,500.00
Rent is due and payable on the 1st day of each calendar month.
Rent is late after the 5th day of the month.

Landlord provides trash pick-up and snow removal.
Tenant provides all other utilities in Tenant's name.

Parking: 5 regular spots + 1 handicap spot

Insurance: Tenant will keep in full force and effect, a policy of public liability and property damage insurance with respect to the premises and the operations of Tenant.
A copy of the certificate of insurance shall be delivered to Landlord within 30 days of the start of this lease. Said policy shall name Landlord as an additional insured.

Subleasing allowed to AKGLD, LLC per prior approval from Landlord.

Property Use: Tenant is aware that property will be used for the Cultivation and Retail of Marijuana by AKGLD, LLC.

Amount Due on Signing: $ 5,000.00

Landlord's Signature: Dennis Millhouse Date: 5/17/2016

Tenant's Signature: [signature] Date: 5/17/2016

Representative of MRM MANAGEMENT, LLC
Signature: [signature] Date: 5/17/2016

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COMMERCIAL SUBLEASE AGREEMENT

THIS SUBLEASE dated this 1st day of January, 2017

BETWEEN:

MRM Management, LLC
(the "Sublandlord")

OF THE FIRST PART

- AND -

AKGLD, LLC
(the "Subtenant")

OF THE SECOND PART

Background

A. This is an agreement (the "Sublease") to sublet real property according to the terms specified below.

B. The master lease (the "Master Lease") is dated January 1, 2017 and is between Dennis Millhouse (the "Landlord") and the Sublandlord with respect to the following lands and any improvements on those lands (the "Premises"): 2612 Eagle St, Anchorage, AK 99503.

C. The Subtenant is willing to undertake certain obligations of the Master Lease.

IN CONSIDERATION OF the Sublandlord subletting and the Subtenant renting the Subleased Premises, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

Subleased Premises

1. The Sublandlord leases to the Subtenant all of the Premises (the "Subleased Premises").

Term

2. The term (the "Term") of this Sublease commences at 12:00 noon on January 1, 2017 and ends at 12:00 noon on January 1, 2018.

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3. The provisions of this Sublease are subject to the terms and restrictions of the Master Lease.

Rent

4. The amount of rent and the conditions of payment are the same as under the Master Lease.

5. The Subtenant will deliver or send the rent to the Sublandlord at 440 E. 36th Ave, Anchorage, AK 99503.

Use of Subleased Premises

6. Except as otherwise provided in this Sublease, the Subtenant and the agents and employees of the Subtenant will only use the Subleased Premises for a purpose consistent with the permitted use allowed in the Master Lease. Further, the Subtenant agrees to comply with all other applicable provisions of the Master Lease, and will not do anything that would constitute a violation of any part or condition of the Master Lease.

7. The Subleased Premises may also be used for the following purpose(s): The Cultivation of Marijuana and Retail of Marijuana.

Utilities

8. All payments for utilities and other charges connected with the Subleased Premises, which are to be paid by the Sublandlord under the Master Lease, will be paid by the Subtenant during the Term of this Sublease.

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Maintenance and Repairs

9. The Subtenant agrees to surrender and deliver to the Sublandlord the Subleased Premises and all furniture and decorations within the Subleased Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted. The Subtenant will be liable to the Sublandlord and the Landlord for any damages occurring to the Subleased Premises or the contents of the Subleased Premises or to the building which are done by the Subtenant or the Subtenant's guests.

10. The Subtenant will immediately report all general maintenance issues and needed repairs to the Sublandlord and the Landlord.

Damage Deposit

11. The Subtenant agrees to pay to the Sublandlord a deposit of $2,500.00 (the "Deposit") to cover damages and cleaning. The Sublandlord agrees that if the Subleased Premises and the contents in the Subleased Premises are returned to the Sublandlord in the same condition as when received by the Subtenant, reasonable wear and tear excepted, the Sublandlord will refund to the Subtenant the Deposit, or the amount remaining, at the end of the Term, or within 30 days thereafter. Any reason for retaining a

portion of the Deposit will be explained in writing within 30 days to the Subtenant.

Insurance

12. The Subtenant, at the expense of the Subtenant, will carry insurance similar to that required of the Sublandlord under the Master Lease. The Subtenant will include the Sublandlord and the Landlord as additional insured parties on all policies of insurance.

13. The Subtenant will provide proof of such insurance to the Sublandlord and the Landlord upon the issuance or renewal of such insurance.

Taxes

14. The Subtenant will pay any privilege, excise and other taxes duly assessed against the business of the Subtenant, the Subleased Premises and any personal property on or about the Subleased Premises. The Subtenant will avoid the assessment of any late fees or penalties.

Event of Default

15. The Subtenant will default under this Sublease if any one or more of the following events (the "Event of Default") occurs:

    a. The Subtenant fails to pay the Rent to the Sublandlord or any amount of it when due or within any grace period, if any.

    b. The Subtenant fails to perform any of its obligations under this Sublease or any applicable obligation under the Master Lease.

    c. The Subtenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Subtenant.

    d. The Subtenant abandons the Subleased Premises or any part of the Subleased Premises.

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    e. The Subtenant uses the Subleased Premises for any unpermitted or illegal purposes.

    f. The Subtenant fails to commence, diligently pursue, and complete the Subtenant's work to be performed pursuant to this Sublease pertaining to the Subleased Premises.

    g. The Subleased Premises, or any part of the Subleased Premises is completely or partially damaged by fire or other casualty that is due to the Subtenant's negligence, willful act, or that of the

Subtenant's employee, family, agent, or guest.

h. Any other event of default provided in the Master Lease or the Act.

Remedies

16. Upon the occurrence of any Event of Default, the Sublandlord has any or all of the following remedies:

a. Terminate the Sublease upon the greater of any notice required in the Master Lease or the Act and the Term will then immediately become forfeited and void.

b. The Sublandlord may, but is not obligated to, perform on behalf of the Subtenant, any obligation of this Sublease or the Master Lease which the Subtenant has failed to perform. The Sublandlord may seek redress from the Subtenant for such performance.

c. The Sublandlord may reenter the Subleased Premises or any part of the Subleased Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained within the Subleased Premises.

d. Any other remedy provided in the Master Lease or the Act.

17. No reference to or exercise of any specific right or remedy by the Sublandlord will prejudice or preclude the Sublandlord from any other remedy whether allowed at law or in equity or expressly provided for in this Sublease or the Master Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Sublandlord may from time to time exercise any one or more of such remedies independently or in combination.

18. Upon the expiration, termination or cancellation of the Master Lease or this Sublease, all obligations of the parties under this Sublease will be extinguished.

19. Any improvements remaining on the Subleased Premises upon termination will revert to the Sublandlord and will be free of any encumbrance at the time of such reversion.

Surrender of Premises

20. At the expiration of the Term of this Sublease, the Subtenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

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Governing Law

21. It is the intention of the parties to this Sublease that the tenancy created by this Sublease and the performance under this Sublease, and all suits and special proceedings under this Sublease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

22. If there is a conflict between any provision of this Sublease and the applicable legislation of Alaska (the "Act"), the Act will prevail and such provisions of the Sublease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Sublease.

23. In the event that any of the provisions of this Sublease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Sublease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Assignment and Subletting

24. The Subtenant will not assign, transfer or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the Sublandlord and the Landlord.

Additional Provisions

25. _____

_____

_____

_____

_____

_____

_____

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Notices

26. Unless otherwise specifically provided in this Sublease, all notices from the Subtenant to the Sublandlord will be served or sent to the Sublandlord at the following address:
2612 Eagle St, Anchorage, AK 99503.

27. Unless otherwise specifically provided in this Sublease, all notices from the Sublandlord to the Subtenant will be served or sent to the Subtenant at the following address:
2612 Eagle St, Anchorage, AK 99503.

28. All notices to be given under this Sublease will be in writing and will be served personally or sent by certified or registered mail using the United States Postal Service.

Master Lease

29. Except as otherwise expressly provided in this Sublease, the Subtenant will perform all applicable duties and obligations of the Sublandlord under the Master Lease from January 1, 2017 until the end of the Term of this Sublease.

30. Except as otherwise expressly provided in this Sublease, the Sublandlord will have, as to the Subtenant, all applicable rights and remedies that the Landlord has with respect to the Sublandlord in the Master Lease.

31. This Sublease contains all of the conditions and terms made between the parties to this Sublease, and may not be modified orally or in any other manner other than by agreement in writing signed by all parties to this Sublease or their respective successors in interest.

32. This Sublease incorporates the terms of and is subject to the Master Lease, a copy of which is attached to this Sublease, and which is incorporated as if it were set out in this Sublease.

General Provisions

33. In the event of any legal action concerning this Sublease, the losing party will pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court and such judgment will be entered.

34. The Sublandlord may enter the Subleased Premises upon 24 hours notice for any of the following reasons:

    a. to inspect the Subleased Premises;

    b. to maintain the Subleased Premises; or

    c. to make repairs that the Sublandlord is obligated to perform.

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35. This Sublease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Sublease. All covenants are to be construed as conditions of this Sublease.

36. All sums payable by the Subtenant to the Sublandlord under any provision of this Sublease will be deemed to be Additional Rent and will be recovered by the Sublandlord as rental arrears.

37. Where there is more than one Subtenant executing this Sublease, all Subtenants are jointly and severally liable for each other's acts, omissions and liabilities under this Sublease.

38. The Subtenant will be charged an additional amount of $25.00 for each N.S.F. check or check returned by the Subtenant's financial institution.

39. All schedules to this Sublease are incorporated into and form an integral part of this Sublease.

40. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Sublease. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Sublandlord" and "Subtenant" as used in this Sublease include the plural as well as the singular; no regard for gender is intended by the language in this Sublease.

41. This Sublease may be executed in counterparts.

42. Time is of the essence in this Sublease.

43. The Sublandlord and the Subtenant have no interest or other rights of ownership in each other. The parties to this Sublease are not agents for each other. Under no circumstances will this Sublease be construed as creating a partnership or joint venture between the parties to this Sublease.

44. Each signatory to this Sublease acknowledges receipt of an executed copy of this Sublease.

45. This Sublease will not be valid and binding on the Sublandlord and Subtenant unless and until it has been completely executed by and delivered to both parties and the Landlord has consented to this Sublease.

IN WITNESS WHEREOF the Sublandlord and the Subtenant have duly affixed their signatures under hand and seal on this 1st day of January, 2017.

MRM Management, LLC

Witness

per: _____ (SEAL)

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Witness

AKGLD, LLC

per: _____ (SEAL)

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