Alaska Business License # **1054358**

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

AK CULTIVATIONS

1530 W GOLDBAR RD WASILLA AK 99654

owned by

JUSTIN J BACHER; CHARLES J CAMPBELL

is licensed by the department to conduct business for the period

May 15, 2017 through December 31, 2018
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.

Mike Navarre

GENERAL PARTNERSHIP AGREEMENT

OF

AK Cultivations

This General Partnership Agreement (this "Agreement") of AK Cultivations (the "Partnership") is made as of the 2nd day of April, 2018, by and between Justin S. Bacher, residing at 2611 S. Desiree Circle, Wasilla, AK 99654 and Charles J Campbell, residing at 2611 S. Desiree Circle Wasilla, AK 99654.

RECITALS

The parties have agreed to join together as Partners to AK Cultivations and to conduct its business in accordance with the provisions of this Agreement.

TERMS OF AGREEMENT

1. Name and Address. The name of the Partnership shall be AK Cultivations its principal office shall be 2611, S. Desiree Circle, Wasilla, AK 99623.
2. Purpose. The Partnership is organized for the following purpose: Limited Marijuana Cultivation.

The Partnership may enter into, make and perform all contracts and all other undertakings and engage in any and all transactions the Partners may deem necessary or advisable to carry out its purposes.

1. Term and Fiscal Year. The Partnership shall continue until terminated pursuant to Section 11. The fiscal and taxable year of the Partnership shall end December 31.

1. Partners' Accounts. The Partnership shall maintain separate Capital Accounts for each Partner to record each Partners' capital contributions, withdrawals and share of the Partnership's net profits or net losses including unrealized profits and losses calculated in a manner consonant with that of Summit Investors.

5. Capital Contributions. The initial capital contributions by the Partners to the Partnership were as follows:

Justin Bacher	50	%
Charles Campbell	50	%
0%	100%	% Total

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The capital contributions and capital accounts for each Partner to the Partnership effective April 2nd, 20 16 shall be as follows:

$ _____ 50% %

$ _____ 56% %

Additional capital contributions shall be made by the Partners in the amounts and in the proportions as the Partners shall agree upon.

1. Profits and Losses. The Partnership's profits and losses shall be allocated to the Partners in proportion to their capital accounts.
2. Managing General Partner. The general management, control, and conduct of the Partnership business shall be conducted by Justin Bacher, as Managing General Partner. If Justin Bacher shall be unwilling or unable to serve, Charles Campbell shall be the Managing General Partner. If both shall be unwilling or unable to serve, the Managing General Partner shall be such other Partner designated by all the Partners.
3. Additional Partners. Upon written consent of all the Partners, additional partners may be admitted to the Partnership under such terms and conditions (including capital contributions) as shall be determined at the time by the Partners.
4. Assignability of Interests. The interest of a partner may be assigned or transferred in whole or in part from one Partner to any other Partner within the Partnership with the written consent of the Managing General Partner. Except as provided in the preceding sentence, the interest of a Partner may not otherwise be assigned, pledged, hypothecated or transferred under any other circumstances except by reason of death or incapacity to that Partner's executor or administrator.
5. Withdrawal by Partners. (a) A Partner may, by notice to each of the other Partners at least seventy-five (75) days prior to the last day of any fiscal year, elect to withdraw from the Partnership. The withdrawing Partner's Capital Account shall be valued as of the last day of the fiscal year in which the notice of withdrawal is given. The withdrawing Partner shall be paid the value of that Partner's closing Capital Account in ten (10) equal annual installments (with interest at the average of the prime rate announced from time to time by Deposit Guaranty National Bank, or its successors in interest, during the preceding fiscal year) during the ten succeeding fiscal years of the Partnership, payable on the first business day of the next

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succeeding fiscal year and on the first business day of each subsequent succeeding fiscal year, or in such larger installments and over such shorter period of time as the Managing General Partner may determine; (b) With approval of the Managing General Partner, a Partner may, by notice to each of the other Partners at least 75 days prior to the last day of any fiscal year, withdraw from that Partner's Capital Account a part of the Capital Account as of the first business day of the succeeding fiscal year.

6. Causes for Termination. The Partnership shall be terminated upon the earlier of:

11.1 The incompetency, insolvency or death of all the Partners; or

11.2 The decree of any court of competent jurisdiction directing the dissolution or termination of the Partnership; or

11.3 (a) Execution of a written declaration of intention to terminate the Partnership by all of the Partners; or (b) Thirty days following the delivery by notary document to the other Partners of a written declaration of intention to terminate the Partnership; or

11. April 2nd, 2022.

The incompetency, insolvency or death of any one or more of the Partners (but not all of the Partners) shall not terminate the Partnership.

1. Liquidation. The Partnership shall be liquidated upon its termination and proceeds thereof applied:

12.1 First to the payment of the debts, liabilities and obligations of the

Partnership and to the costs and expenses of the liquidation;

12.2 To the establishment of such reserves, if any, deemed reasonably necessary for any contingent or unforeseen debts, liabilities or obligations of the Partnership;

12.3 To the pro rata retirement of each Partner's capital account. The liquidation shall be administered jointly by the Partners, except that should any Partner decline to participate, the liquidation shall be administered by the other Partners.

1. Amendments. This Agreement may be amended only by the written consent of eighty percent (80%) of the Partners; provided however, that Section 7 of this Agreement may be amended only by the written consent of all of the Partners.

EXECUTION

Intending to be legally bound, the parties executed this Agreement whereupon it entered into full force and effect in accordance with its terms as of April 2nd, 2018.

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STATE OF Alaska

COUNTY OF Mat-Su Borough

On this 2nd day of April, 2018, before me personally came Justin Bacher & Charles Campbell, to me known to be the individual described in and who executed the foregoing General Partnership Agreement, and acknowledged that he executed the same.

Notary Public
MICHELLE M. WALTER
State of Alaska
My Commission Expires May 1, 2018

NOTARY PUBLIC

My Commission Expires:

5-1-2018

STATE OF _____

COUNTY OF _____

On this ___ day of _____, 20___, before me personally came _____, to me known to be the individual described in and who executed the foregoing General Partnership Agreement, and acknowledged that he executed the same.

NOTARY PUBLIC

My Commission Expires:

_____

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