

GREAT NORTHERN CANNABIS, INC.,

RESOLUTION NO. 2016 - 02

A RESOLUTION AMENDING THE BYLAWS OF THE CORPORATION TO PROVIDE FOR RATABLE DISTRIBUTIONS TO SHAREHOLDERS UPON DISSOLUTION, AND AMENDING THE SHAREHOLDER AGREEMENT TO PROVIDE CERTAIN TERMS UPON ISSUANCE OF NEW SHARES

WHEREAS Great Northern Cannabis, Inc. ("Corporation") desires to amend its bylaws to provide for procedures in the event of voluntary dissolution and to provide for distribution of the net assets of the Corporation upon dissolution to the Shareholders, in proportion to each Shareholder's ownership interest in the Corporation; and

WHEREAS the Corporation is presently in the process of issuing shares to new investors in exchange for capital contributions and desires each issuance of new shares approved by the Board to constitute a deemed, automatic amendment to the Shareholder Equity Table (Exhibit A of that certain Shareholder Agreement), and wishes to amend the Shareholder Agreement to clarify that the issuance of additional shares will result in the dilution of existing ownership interests.

NOW THEREFORE BE IT RESOLVED THAT Effective September 21, 2016, the following new Article X shall be added to the Bylaws of the Corporation and subsequent Articles renumbered accordingly:

ARTICLE X

DISSOLUTION AND DISTRIBUTION.

Section 1. Approval of Dissolution. The Corporation may elect to terminate its affairs and voluntarily dissolve: (i) by the vote of three-fourths of the shares entitled to vote at a special or annual shareholder meeting after notice to each shareholder stating that the one of the purposes of the meeting is to consider approval of voluntary dissolution of the Corporation; or (ii) upon unanimous written consent of the Shareholders. The Board may dissolve the Corporation upon majority vote in the event the Corporation is adjudicated bankrupt.

Section 2. Procedures for Dissolution and Distribution. Upon dissolution of the Corporation, the directors shall:

- a) Pay or adequately provide for payment of all of the known debts and liabilities of the Corporation, pursuant to AS 10.06.668;
- b) Direct the distribution of all the remaining corporate assets among the shareholders, proportionately in accordance with their respective rights and preferences under the shares issued and outstanding; and

- c) Take such other steps as may be reasonable or beneficial to wind up the affairs of the Corporation, including filing any certificates, decrees or articles respecting such dissolution with the appropriate State agency.

FURTHER RESOLVED THAT the Shareholder Agreement is amended effective September 21, 2016 to add new Section 6, to read in full as follows, with subsequent sections renumbered accordingly:

6. Right to Raise Additional Capital. The Board of the Corporation may authorize the Officers of the Corporation to raise additional capital through the issuance of additional shares of the Corporation and the admission of additional Shareholders to the Corporation, upon terms and conditions as the Board may approve. Any person who acquires shares shall be required to sign a subscription agreement, requiring the person to be bound by this Agreement. Such acknowledgement shall not require the re-execution of this Agreement by existing Shareholders. By virtue of this provision, an existing shareholder's ownership interest may be diluted upon the issuance of such additional shares and each Shareholder hereby consents to such dilution provided the conditions of this Section have been complied with. The Shareholder Equity Table, attached hereto as Exhibit A, shall be deemed automatically amended to reflect such dilution and the relevant terms and conditions respecting issued and outstanding shares. The President or his/her designee shall prepare and distribute a revised Shareholder Equity Table reflecting such changes within a reasonable period after issuance of additional shares is final.

These resolutions were duly adopted by vote of the shareholders of the Corporation on the 21st day of September, 2016, at Anchorage, Alaska, and the same do now constitute the acts of the Corporation.

GREAT NORTHERN CANNABIS, INC.

An Alaska corporation

Dated: 09/21/2016

By: Stephen W. Brashear

Stephen Brashear

Its: President

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Department of Commerce, Community, and Economic Development
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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Big Sky Holdings, LLC

Entity Type: Limited Liability Company

Entity #: 10071203

Status: Good Standing

AK Formed Date: 11/3/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 21919 BARCLAY DRIVE, EAGLE RIVER, AK 99577

Entity Physical Address: 21919 BARCLAY DRIVE, EAGLE RIVER, AK 99577

Registered Agent

Agent Name: Stephen Brashear

Registered Mailing Address: 21919 BARCLAY DRIVE, EAGLE RIVER, AK 99577

Registered Physical Address: 21919 BARCLAY DRIVE, EAGLE RIVER, AK 99577

Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former Owned
	Stephen Brashear	Member	100.00

Filed Documents

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Date Filed	Type	Filing	Certificate
11/03/2017	Creation Filing	Click to View	Click to View
11/03/2017	Initial Report	Click to View	
1/24/2019	Biennial Report	Click to View	

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**OPERATING AGREEMENT OF
BIG SKY HOLDINGS, LLC**

THIS OPERATING AGREEMENT OF BIG SKY HOLDINGS, LLC (the "Operating Agreement"), is entered into effective as November 3, 2017 ("Effective Date"), by Stephen Brashear, the sole Member of the Company.

The undersigned has agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned, intending legally to be bound, agrees as follows:

1. **Definitions.** Unless the context otherwise specifies or requires, capitalized terms used in this Operating Agreement shall have the respective meanings assigned to them in this Section 1 for all purposes of this Operating Agreement (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Unless otherwise specified, all references in this Operating Agreement to Sections are to Sections of this Operating Agreement.

1.1 **"Act"** means the Alaska Limited Liability Company Act, Alaska Statutes § 10.50.010, *et seq.*, as in effect and hereafter amended, and, unless the context otherwise requires, applicable regulations thereunder. Any reference herein to a specific section or sections of the Act shall be deemed to include a reference to any corresponding provisions of future law.

1.2 **"Additional Capital Contribution"** means any Capital Contribution made by any Member after the Initial Capital Contribution pursuant to Section 3.2.

1.3 **"Articles of Organization"** or **"Articles"** means the Articles of Organization filed for the Company in accordance with the Act.

1.4 **"Bankruptcy"** means, and a Member shall be deemed **"Bankrupt"** upon, (i) the entry of a decree or order for relief of the Member by a court of competent jurisdiction in any involuntary case involving the Member under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (iii) the ordering of the winding up or liquidation of the Member's affairs; (iv) the filing with respect to the Member of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of ninety (90) days or which is dismissed or suspended pursuant to Section 305 of the Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law); (v) the commencement by the Member of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (vi) the consent by the Member to the entry of an order for relief in an involuntary case under any such law or to the

appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (vii) the making by the Member of any general assignment for the benefit of creditors; or (viii) the failure by the Member generally to pay his or his debts as such debts become due.

1.5 **"Capital Account"** means the separate account established and maintained for each Member pursuant to Section 3.3.

1.6 **"Capital Contribution"** means any property, including cash, contributed to the Company by or on behalf of a Member.

1.7 **"Code"** means the Internal Revenue Code, as in effect and hereafter amended, or any corresponding provision of any succeeding law.

1.8 **"Company"** means BIG SKY HOLDINGS, LLC.

1.9 **"Consent of the Members"** means the unanimous approval, vote, or written consent of the total Membership Interests.

1.10 **"Dollars"** and **"\$"** mean the lawful money of the United States.

1.11 **"GAAP"** means generally accepted accounting principles set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect from time to time.

1.12 **"Initial Capital Contribution"** means the initial contribution of capital to the Company made by the Members as set forth in Section 3.1 and on Exhibit "A" attached hereto and incorporated herein.

1.13 **"Member"** or **"Members"** means Stephen Brashear, and any other Person who shall in the future execute this Operating Agreement pursuant to the provisions of this Operating Agreement.

1.14 **"Membership Interest"** means the Percentage Interest of a Member in the Company.

1.15 **"Operating Agreement"** means this Operating Agreement, as this Operating Agreement may be amended or modified from time to time, together with all addenda, exhibits, and schedules attached to this Operating Agreement from time to time.

1.16 **"Percentage Interest"** means a Member's percentage share of ownership of the Company, which shall be equal to the percentage that such Member's Capital Contributions bears to the sum of all Capital Contributions.

1.17 "**Person**" or "**Persons**" means any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate, or other entity or organization.

2. Organization and Purpose.

2.1 Name of Company. The name of the Company shall be BIG SKY HOLDINGS, LLC.

2.2 Purpose. The Company is organized to conduct any or all lawful affairs for which a limited liability company is organized under AS 10.50. The Company shall have the power to do any and all lawful acts for the furtherance of the purposes of the Company and this Operating Agreement.

2.3 Term. The term of the Company shall begin upon the acceptance of the Articles of Organization by the State of Alaska, Department of Commerce, Community, and Economic Development, Corporations Section. The term of the Company shall continue until terminated pursuant to Section 10 of this Agreement or the mandatory provisions of the Act.

2.4 Principal Office. The principal office of the Company in the state of Alaska shall be located at 21919 Barclay Drive, Eagle River, Alaska 99577, or at any other place within the state of Alaska as the Members determine. The Members may establish and maintain such other offices and additional places of business of the Company, either within or without the state of Alaska, as the Members deem appropriate.

2.5 Registered Office and Registered Agent. The street address of the initial registered office of the Company is 21919 Barclay Drive, Eagle River, Alaska 99577, and the Company's registered agent at such address shall be Stephen Brashear.

3. Capital.

3.1 Initial Capital Contributions of the Members. Concurrently with the execution of this Operating Agreement, each Member shall contribute to the Company property in the form of cash, property or services (i.e. sweat equity) in the amounts set forth on Exhibit "A." The amount of the initial contribution of the Members shall be recorded as a contribution to the capital of the Company on the date contributed.

3.2 Additional Capital Contributions of the Members. A Member's share of the total Additional Capital Contribution shall be equal to the product obtained by multiplying the Member's Percentage and the total Additional Capital Contribution required.

3.3 Capital Accounts. A separate Capital Account shall be established and maintained for each Member. The Capital Account of each Member shall be

(i) increased by the amount of any Capital Contributions made to the Company by the Member, (ii) increased or decreased by items of Net Income or Net Loss allocated to the Member pursuant to Section 4.1, and (iii) decreased by any distributions made from the Company to the Member.

3.4 No Interest on Capital Contributions or Capital Accounts. No Member shall be entitled to receive any interest on such Member's Capital Contributions or outstanding Capital Account balance.

3.5 Advances to Company. No Member shall advance funds or make loans to the Company in excess of the amounts required hereunder to be contributed by such Member to the capital of the Company without the express written Consent of the Members. Any such approved advances or loans by a Member shall not result in any increase in the amount of such Member's Capital Account or entitle such Member to any increase in its Percentage Interest. The amounts of such advances or loans shall be a debt of the Company to such Member and shall be payable or collectible only out of the Company's assets in accordance with terms and conditions agreed upon by the Members.

3.6 Liability of Members and Members. Except as otherwise provided in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Act or this Operating Agreement shall not be grounds for imposing personal liability on the Members for debts, obligations, and liabilities of the Company.

3.7 Return of Capital. Except upon the dissolution of the Company or as may be specifically provided in this Operating Agreement, no Member shall have the right to demand, or to receive the return of, all or any part of the Member's Capital Account or the Member's Capital Contributions to the Company.

4. Allocation of Profits and Losses; Distributions; Taxes.

4.1 Allocation of Net Income or Net Loss. Except as otherwise provided in Section 4.2, the net income or net loss, other items of income, gains, losses, deductions, and credits, and the taxable income, gains, losses, deductions, and credits of the Company, if any, for each fiscal year (or portion thereof) shall be allocated to the Members in proportion to their Percentage Interests.

4.2 Allocation of Income and Loss With Respect to Company Interests Transferred. If any interest is transferred during any fiscal year, the net income or net loss (and other items referred to in Section 4.1) attributable to such interest for such fiscal year shall be allocated between the transferor and the transferee by closing the books of the Company as of the date of the transfer.

4.3 Distributions. Distributions to the Members may be made at times and in amounts as are determined by the Members. Approved distributions shall be made to the Members in proportion to their Percentage Interests. Distributions may be made in cash or by distributing property in kind.

4.4 Taxes.

4.4.1 Reports. As soon as practicable after the end of each fiscal year, the Company shall prepare and mail to each Member a report containing all information necessary for the Member to include such Member's share of taxable income or loss (or items thereof) in an income tax return.

4.4.2 Nonrecourse Loans.

(a) For federal income tax purposes, any loss attributable to a nonrecourse loan made to the Company by a Member (*i.e.*, any loss that would be economically borne by such Member in the capacity as lender) shall be allocated to such Member in accordance with Treas. Reg. §1.704-1(b)(4)(iv)(g). If any allocation of loss is made pursuant to the preceding sentence, subsequent income and gain of the Company shall first be allocated to such Member until the amount of income and gain so allocated equals the amount of loss previously allocated to the Member pursuant to the preceding sentence.

(b) For federal income tax purposes, any loss attributable to a nonrecourse loan made to the Company other than by a Member shall be allocated pursuant to Treas. Reg. §1.704-1(b)(4)(iv) according to the Percentage Interests in the Company.

4.4.3 Contributions of Property. In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, depreciation, amortization, gain, and loss, as determined for tax purposes, with respect to any contributed property the book value of which differs from its adjusted basis for federal income tax purposes, shall, for tax purposes, be allocated between the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its book value.

4.4.4 Purpose of Tax Allocations. Allocations pursuant to this Section 4.4 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, the Capital Account of any Member or such Member's share of profit, loss, other items, or distributions pursuant to any provision of this Operating Agreement. The provisions of this Section 4.4 relating to federal income tax treatment of an item shall apply for state and local income tax purposes to the extent permitted under applicable law. Any elections or other decisions relating to such allocations shall be made by the Members pursuant to Section 4.1 of this Operating Agreement.

4.4.5 Modifications. If the Members determine that any of the provisions of this Section 4.4 do not comply with the rules of Treas. Reg. §1.704-1(b)(3) for allocating income, gain, loss, and deductions of the Company in accordance with the Percentage Interests in the Company, the Members may make any modifications required to cause such provisions to comply with such rules.

5. MANAGEMENT

5.1 Management of the Company. The business and affairs of the Company shall be managed by the Members. The Members shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business.

6. MEMBERS

6.1 Meetings. Meetings of the Members may be called by any Member. The meeting shall be held at the principal place of business of the Company or as designated in the notice or waivers of notice of the meeting.

6.2 Notice. Notice of any meeting of the Members shall be given no fewer than five (5) days and no more than thirty (30) days prior to the date of the meeting. Notices shall be delivered in the manner set forth in Section 11.3 and shall specify the purpose or purposes for which the meeting is called. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.3 Quorum. The holders of a majority of the Membership Interests, present in person or represented by proxy, shall constitute a quorum for transaction of business at any meeting of the Members, provided that if the holders of less than a majority of the Membership Interests are present at said meeting, the holders of a majority of the Membership Interests may adjourn the meeting at any time without further notice.

6.4 Manner of Acting. The act of the holders of a majority of the Membership Interests present at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by statute, this Operating Agreement, or the Articles.

6.5 Action Without Meeting. Any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a Consent in writing, setting forth the action so taken, shall be signed by the Members.

6.6 Telephonic Meetings. The Members may participate in and act at any meeting of the Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Person or Persons so participating.

6.7 Proxies. Each Member entitled to vote at a meeting of the Members, or to express consent or dissent to action in writing without a meeting, may authorize another Person or Persons to act for such Member by proxy. Such proxy shall be deposited at the principal offices of the Company not less than forty-eight (48) hours before a meeting is held or action is taken, but no proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.8 Voting of Interests. Each Member shall be entitled to vote according to the Member's Membership Interest in the Company upon each matter submitted to a vote of the holders thereof.

6.9 Expenses. All expenses incurred with respect to the organization or operation of the Company shall be paid or reimbursed by the Company.

7. Indemnification.

7.1 Right of Indemnification. In accordance with the Act and this Operating Agreement, the Company shall indemnify, defend, and hold harmless any Member, or other officers, directors, partners, joint venturers, employees, or agents of the Company (individually, in each case, an "Indemnitee") to the fullest extent permitted by law, from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative, or investigative, in which the Indemnitee may be involved or threatened to be involved, as a party or otherwise, arising out of or incidental to the business or activities of or relating to the Company, regardless of whether the Indemnitee continues to be a Member, or officer, director, partner, joint venturer, employee, or agent of the Company, at the time any such liability or expense is paid or incurred; provided, however, that this provision shall not eliminate or limit the liability of an Indemnitee (i) for any breach of the Indemnitee's duty of loyalty to the Company or the Members, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, gross negligence, or fraud, or (iii) for any transaction from which the Indemnitee received any improper personal benefit.

7.2 Advances of Expenses. Expenses incurred by an Indemnitee in defending any claim, demand, action, suit, or proceeding subject to this Section 7 shall, from time to time, upon request by the Indemnitee, be advanced by the Company prior to the final disposition of such claim, demand, action, suit, or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such

amount if it shall be determined in a judicial proceeding or a binding arbitration that such Indemnitee is not entitled to be indemnified as authorized in this Section 7.

7.3 Other Rights. The indemnification provided by this Section 7 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, vote of the Members, as a matter of law or equity, or otherwise, both as to an action in the Indemnitee's capacity as a Member, officer, or any affiliate thereof, and as to an action in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of the Indemnitee.

7.4 Insurance. The Company may purchase and maintain insurance on behalf of the Members, and such other Persons as the Members shall determine, against any liability that may be asserted against or expense that may be incurred by such Members or Persons in connection with the offering of interests in the Company or the business or activities of the Company, regardless of whether the Company would have the power to indemnify such Members or Persons against such liability under the provisions of this Operating Agreement.

8. Bank Accounts; Books and Records; Taxes; Fiscal Year.

8.1 Bank Accounts. All funds of the Company shall be deposited in the Company's name in such checking and savings accounts, time deposits, certificates of deposit, or other accounts in such Alaska banking or brokerage houses or invested in such mutual funds or money market instruments as shall be designated by the Members from time to time, and the Members shall arrange for the appropriate conduct of such account or accounts.

8.2 Books and Records. The Members shall keep, or cause to be kept, accurate, full and complete books and accounts, showing assets, liabilities, income, operations, transactions, and the financial condition of the Company, copies of the Company's financial statements and the federal, state, and local tax returns of the Company for at least the last six (6) fiscal years. Such books and accounts shall be prepared on the accrual basis of accounting. Any Member or its designee shall have access thereto at any reasonable time during regular business hours and shall have the right to copy said records at such Member's expense.

8.3 Where Maintained. The books, accounts, and records of the Company at all times shall be maintained at the Company's principal office.

8.4 Financial Statements and Information.

8.4.1 Periodic Reports. The Company shall report to the Members on the significant transactions affecting the Company.

8.4.2 Other Reports. The Company shall provide to the Members such other reports and information concerning the business and affairs of the Company

as may be required by the Act, other law or regulation of any regulatory body applicable to the Company or the Members, and this Operating Agreement.

8.5 Accounting Decisions. All decisions as to accounting matters, except as specifically provided to the contrary in this Operating Agreement, shall be made by the Members.

9. Transfer and Conversion of Membership Interests and the Addition, Substitution, and Withdrawal of Members.

9.1 Transfer of Company Interests.

9.1.1 Definition of Transfer. The term "transfer," when used in this Section 9 with respect to a Membership Interest, shall include any sale, assignment, gift, pledge, hypothecation, mortgage, exchange, or other disposition, except that such term shall not include any pledge, mortgage, or hypothecation of or granting of a security interest in a Membership Interest in connection with any financing obtained on behalf of the Company.

9.1.2 Void Transfers. No Membership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Section 9. Any transfer or purported transfer of any Membership Interest not made in accordance with this Section 9 shall be void *ab initio*.

9.2 Restrictions of Transfers.

9.2.1 Consent Required. No Member may transfer all or any portion of such Member's Membership Interest or such Member's Capital Account without the express written Consent of the nontransferring Members.

9.2.2 Substitution. Any transferee of a Membership Interest shall become a substituted Member upon (i) the express written Consent of the nontransferring Members in the exercise of their sole and absolute discretion; and (ii) the transferee agreeing to be bound by all the terms and conditions of this Operating Agreement as then in effect. Unless and until a transferee is admitted as a substituted Member, the transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder. A Member who has transferred such Member's Membership Interest shall cease to be a Member upon transfer of the Member's entire Membership Interest and thereafter shall have no further powers, rights, and privileges as a Member hereunder except as provided in Section 9.

9.2.3 Dealing with Members. The Company, each Member, and any other Person or Persons having business with the Company need deal only with Members who are admitted as Members or as substituted Members of the Company, and they shall not be required to deal with any other person by reason of transfer by a Member, except as otherwise provided in this Operating Agreement.

9.3 No Right to Withdraw. No Member shall have any right to resign or otherwise withdraw from the Company without the express written Consent of all the other Members.

9.4 Admission by Consent of Members. No person, firm, corporation, trust, partnership, limited liability company, or other legal entity shall be admitted to the Company as an additional Member without the Consent of the Members.

9.4.1 Capital Contributions and Fair Market Value. The fair market value of any property other than cash or publicly-traded securities to be contributed by an additional Member as its initial Capital Contribution shall be agreed upon by the additional Member and the holders of a majority of the Membership Interests before contribution, or, alternatively, shall be determined by a disinterested appraiser selected by the Members.

9.4.2 Limitations. Notwithstanding the provisions of Section 9.4.1, no additional Member shall be admitted until such prospective Member also completes the following actions: (i) provides evidence satisfactory to the Members that such an admission will not violate any applicable securities law or cause a termination of the Company under applicable provisions of the Code; (ii) pays all reasonable expenses connected with such admission; and (iii) agrees to be bound by all of the terms and provisions of this Agreement by becoming a signatory hereto.

9.4.3 Admissions in Violation of this Section. Any admission of an additional Member in violation of this Section 9 shall be null and void and of no force or effect whatsoever.

10. Dissolution, Liquidation, and Termination.

10.1 Events Causing Dissolution. The Company shall be dissolved and shall commence winding up its affairs upon the first to occur of any of the following events:

10.1.1 The Consent in writing to dissolve and wind up the affairs of the Company by all of the Members;

10.1.2 The sale or other disposition by the Company of all or substantially all of the Company's assets and the collection of all amounts derived from any such sale or other disposition, including all amounts payable to the Company under any promissory notes or other evidence of indebtedness taken by the Company and the satisfaction of contingent liabilities of the Company in connection with such other disposition (unless the Members shall elect to distribute such indebtedness to the Members in liquidation);

10.1.3 The Bankruptcy, dissolution, or liquidation of a Member;

10.1.4 The time fixed in this Operating Agreement or the Articles as the expiration of the term of the Company; or

10.1.5 The occurrence of any default that, under the Act or other applicable Alaska laws, would cause the dissolution of the Company or that would make it unlawful for the business of the Company to be continued.

10.2 Winding Up. Upon the dissolution of the Company, the Members shall wind up the Company's affairs and satisfy the Company's liabilities. The Members shall liquidate all of the Company property and assets as quickly as possible consistent with obtaining the full fair market value of said property and assets. During this period, the Members shall continue to operate the Company property and assets, and all of the provisions of this Operating Agreement shall remain in effect. The Members shall notify all known creditors and claimants of the dissolution of the Company in accordance with the provisions of the Act.

10.3 Final Distribution. The proceeds from the liquidation of the Company shall be distributed as follows:

10.3.1 First, to creditors, including any Member who is a creditor, until all of the Company's debts and liabilities are paid and discharged (or provision is made for payment thereof); and

10.3.2 The balance, if any, to the Members, in proportion to their Percentage Interests as of the date of such distribution, after giving effect to all contributions, distributions, and allocations for all periods.

10.4 Distributions in Kind. In connection with the termination and liquidation of the Company, the Members shall attempt to sell all of the Company property and assets. To the extent that property or assets are not sold, each Member will receive such Member's Percentage Interest of any distribution in kind. Any property or assets distributed in kind upon liquidation of the Company shall be valued on the basis of an independent appraisal and treated as though the property or assets were sold and the cash proceeds distributed.

10.5 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, the deficit, if any, in the Capital Account of any Member upon dissolution of the Company shall not be an asset of the Company, and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

10.6 Articles of Dissolution. On completion of the distribution of Company property and assets as provided herein, the Company is terminated, and the Members (or such other Person or Persons as the Act may require or permit) shall file articles of dissolution with the appropriate state agency, cancel any other filings made

pursuant to the Act, and take such other actions as may be necessary to terminate the Company.

11. General Provisions.

11.1 Compliance with Act. The Members agree not to take any action or fail to take any action which, considered alone or in the aggregate with the other actions or events, would result in the termination of the Company under the Act.

11.2 Additional Actions and Documents. The Members agree to take, or cause to be taken, such further actions to execute, acknowledge, deliver, and file, or cause to be executed, acknowledged, delivered, and filed, such further documents and instruments, and to use their best efforts to obtain such consents, as may be necessary or as may be reasonably requested to fully effectuate the purposes, terms, and conditions of this Operating Agreement, whether before, at, or after the closing of the transactions contemplated by this Operating Agreement.

11.3 Notices. Any notice hereunder to any Member shall be in writing, may be sent by facsimile, and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class postage prepaid, and addressed to any Member at the addresses shown below or at such other address as a Member may have designated by written notice received by the other Members as the address for this purpose.

If to Stephen Brashear:

21919 Barclay Drive
Eagle River, Alaska 99577

11.4 Severability. If a court of competent jurisdiction finds any provisions of this Operating Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Operating Agreement in all other respects shall remain valid and enforceable.

11.5 Survival. It is the express intention and agreement of the Members that all covenants, agreements, statements, representations, warranties, and indemnities made in this Operating Agreement shall survive the execution and delivery of this Operating Agreement.

11.6 Waiver. No delay on the part of a Member in the exercise of any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial

exercise of any right, power, or remedy preclude other or further exercise of any other right, power, or remedy.

11.7 Amendments. This Agreement may be amended by a vote of the majority of the Members. No amendment, or waiver of, or consent with respect to, any provision of this Operating Agreement shall be effective unless it shall be in writing and signed and delivered by the Members. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which a Member or the Company would otherwise have at law or in equity or otherwise.

11.8 Computations. When the character or amount of any asset, liability, or item of income or expense is to be determined or any calculation or other accounting computation is to be made for the purpose of this Operating Agreement, that determination or calculation, to the extent applicable and except as otherwise specified in this Operating Agreement, shall be made in accordance with GAAP in effect at the time.

11.9 Binding Effect. Subject to any provisions hereof restricting assignment, this Operating Agreement shall be binding upon and shall inure to the benefit of the Members and their respective successors and assigns.

11.10 Limitation on Benefits of this Operating Agreement. Subject to Section 9, it is the explicit intention of the Members that no Person other than the Members and the Company is or shall be entitled to bring any action to enforce any provision of this Operating Agreement against any Member or the Company, and that the covenants, undertakings, and agreements set forth in this Operating Agreement shall be solely for the benefit of, and shall be enforceable only by the Members (or their respective successors and assigns as permitted hereunder), and the Company.

11.11 Captions. Section captions used in this Operating Agreement are for convenience only and shall not affect the construction of this Operating Agreement.

11.12 Governing Law. This Operating Agreement is a contract made under and governed by the laws of the State of Alaska. All obligations and rights of the parties stated herein shall be in addition to, and not in limitation of, those provided by applicable law.

11.13 Integration. This Operating Agreement (including the Exhibits hereto) and the Articles of Organization represent the entire agreement between the Members with respect to the transactions contemplated herein, and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

11.14 Counterparts. This Operating Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be

detached from the counterparts and attached to a single copy of this Operating Agreement to form one document.

11.15 Strict Construction. It is the intent of the Members upon execution hereof that this Operating Agreement shall be deemed to have been prepared by all of the parties to the end that no Member shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

IN WITNESS WHEREOF, following adoption of this Operating Agreement by the Members, the Members have executed this Operating Agreement as of the date first set forth above.

MEMBERS:

STEPHEN BRASHEAR

A handwritten signature in blue ink that reads "Stephen M. Brashear". The signature is written in a cursive style and is positioned above a horizontal line.

EXHIBIT "A"
INITIAL CAPITAL CONTRIBUTIONS OF MEMBERS
[Section 3.1]

	<u>Capital Contribution</u>	<u>Percent Interest</u>
Stephen Brashear	\$100	100%

Department of Commerce, Community, and Economic Development
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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Birch Clearing Holdings, LLC

Entity Type: Limited Liability Company

Entity #: 10050167

Status: Good Standing

AK Formed Date: 1/27/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 11112 BLUFF CREEK CIRCLE, ANCHORAGE, AK 99515

Entity Physical Address: 11112 BLUFF CREEK CIR, 11112 BLUFF CREEK CIRCLE, ANCHORAGE, AK 99515-5275

Registered Agent

Agent Name: Janica Liland

Registered Mailing Address: 11112 BLUFF CREEK CIRCLE, ANCHORAGE, AK 99515

Registered Physical Address: 11112 BLUFF CREEK CIRCLE, ANCHORAGE, AK 99515

Officials

AK Entity #	Name	Titles	Owned	<input type="checkbox"/> Show Former
	JANICA LILAND	Member	100.00	

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Filed Documents

Date Filed	Type	Filing	Certificate
1/27/2017	Creation Filing	Click to View	Click to View
11/20/2017	Initial Report	Click to View	
11/27/2017	Correction	Click to View	Click to View
12/19/2018	Biennial Report	Click to View	

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**LIMITED LIABILITY COMPANY OPERATING
AGREEMENT
FOR
BIRCH CLEARING HOLDINGS LLC**

**ARTICLE I
Company Formation**

- 1.1 **FORMATION.** The Members have formed a Limited Liability Company ("Company") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the members.
- 1.2 **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.
- 1.3 **TERM.** The Company will continue perpetually unless,
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
 - (b) Any event which causes the Company's business to become unlawful; or
 - (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
 - (d) Any other event causing dissolution of the Company under applicable state laws.
- 1.4 **CONTINUANCE OF COMPANY.** In the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, those Members have the right to continue the business of the Company. This right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not exercised, the right of the Members to continue the business of the Company will expire.
- 1.5 **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the company's objectives.

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- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as selected by the Managers.
- 1.7 **THE MEMBERS.** The name and residential address of each member are listed in Exhibit 2 attached to this Agreement.
- 1.89 **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be admitted to the Company through a Certificate of New Membership issuance by the company of new interest in the Company or as otherwise provided in this agreement.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members will initially contribute capital to the Company, as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is \$50,000.00.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member will be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the Members in proportion to each Member's capital interest in the Company as set forth in Exhibit 2 as amended and in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Members will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company or liquidation of a Member's interest, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b) (2). To the extent a Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

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- 4.1 **MANAGEMENT OF THE BUSINESS.** The Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended, may vote to elect a Manager or Managers. One manager will be elected by the Members as Chief Executive Manager. The Manager(s) may be a Member or Non-Member. The name and residential address of each Manager is attached as Exhibit 1 of this Agreement.
- 4.2 **MEMBERS.** The liability of the Members will be limited according to state law. Members that are not Managers will take no part in the control, management, direction, or operation of the Company's affairs and will have no power to bind the Company in legal agreements. The Managers may seek advice from the Members, but need not follow such advice. No Member is an agent of any other Member of the Company, solely by reason of being a Member.
- 4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business.
- The Managers are further authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs.
- 4.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager has primary responsibility for managing the operations of the Company and for carrying out the decisions of the Managers.
- 4.5 **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

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- 4.6 **COMPANY INFORMATION.** The Managers must supply information regarding the company or its activities to any member upon his or her request. Any Member or their authorized representative will have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. Access and inspection of information will be at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members, if done in good faith to promote the best interests of the Company, will not subject the Managers to any liability.
- 4.8 **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.
- 4.9 **RECORDS.** The Managers must keep the following at the company's principal place of business or other location:
- (a) A current list of the full name and the last known street address of each Member;
 - (b) A copy of the Company's Certificate of Formation and Operating Agreement and all amendments;
 - (c) Copies of Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's financial statements for the three most recent years, if any.

ARTICLE V **Compensation**

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company is entitled to compensation proportionate with the value of those services.
- 5.2 **REIMBURSEMENT.** The Company must reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI **Bookkeeping**

- 6.1 **BOOKS.** The Managers will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The managers may select the method of accounting and the company's accounting period will be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers must maintain separate capital and distribution accounts for each member. Each member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:
- (a) Any additional capital contribution made by the member;
 - (b) Credit balances transferred from the member's distribution account to his or her capital account;
and decreased by:
 - (a) Distributions to the member in reduction of Company capital;
 - (b) The Member's share of Company losses if charged to his or her capital account.
- 6.3 **REPORTS.** The Managers will close the books of account after the close of each calendar year and will prepare and send to each member, a statement of such Member's distributive share of income and expense for income tax reporting purposes.

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ARTICLE VII
Transfers

- 7.1 **ASSIGNMENT.** If a Member proposes to sell, assign, or otherwise dispose of all or any part of his or her interest in the Company, that Member must first make a written offer to sell his or her interest to the other Members at a price determined by mutual agreement. If the other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee will have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee will only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

ARTICLE VIII
Dissolution

- 9.1 **DISSOLUTION.** The Member(s) may dissolve the company at any time. The Member may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member(s), not by the owner of the Members interests.

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**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
BIRCH CLEARING HOLDINGS LLC**

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$ 50,000.00. The description and each individual portion of this initial contribution is as follows:

\$ 50,000.00

SIGNED AND AGREED this 19 day of January, 20 18.

[Handwritten Signature]
Signature of Member

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EXHIBIT 1

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
BIRCH CLEARING HOLDINGS LLC**

LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Printed Name JANICA LILAND

Chief Executive Manager

1112 Bluff Creek Cr Address
Mon. AL 35515

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this Fri day of January 19, 2018.

[Handwritten Signature]

Signature of Member

Printed Name JANICA LILAND

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EXHIBIT 2

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
BIRCH CLEARING HOLDINGS LLC**

LISTING OF MEMBERS

As of the ¹⁶~~15~~ day of January, 20 18 the following is a list of Members of the Company:

Name JANICA LILAND **Percent** 100 %

Address 1112 Bluff Creek Cr

Authorized by Member(s) to provide Member Listing as of this 19 day of January, 20 18.

[Signature]

Signature of Member

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EXHIBIT 3

CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 10 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Birch Clearing Holdings LLC, adopted by the members as of January, 19 20 18.

Members:

[Handwritten Signature]
Signature

JONICA LILAND
Printed Name

Percent:

100

%

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Morse Capital LLC

Entity Type: Limited Liability Company

Entity #: 10042246

Status: Good Standing

AK Formed Date: 10/10/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: 4715 KERSHNER AVENUE, ANCHORAGE, AK 99517

Entity Physical Address: 4715 KERSHNER AVENUE, ANCHORAGE, AK 99517

Registered Agent

Agent Name: Aaron Morse

Registered Mailing Address: 4715 KERSHNER AVENUE, ANCHORAGE, AK 99517

Registered Physical Address: 4715 KERSHNER AVENUE, ANCHORAGE, AK 99517

Officials

AK Entity #	Name	Titles	Owned	<input type="checkbox"/> Show Former
	Aaron Morse	Member	100.00	

Filed Documents

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Date Filed	Type	Filing	Certificate
10/10/2016	Creation Filing	Click to View	Click to View
10/10/2016	Initial Report	Click to View	
3/26/2018	Biennial Report	Click to View	

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**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

Morse Capital LLC

A _____ Member -Managed Limited Liability Company

ARTICLE I
Company Formation

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **NAME.** The name of the Company shall be: Morse Capital LLC.
- 1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Aaron Morse

4715 Kershner Avenue

Anchorage, AK 99517

- 1.4 **TERM.** The Company shall continue for a perpetual period.
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alaska.
- 1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining

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Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to _____

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

4715 Kershner Avenue
Anchorage, AK 99517

Principal place of business may be changed at a location the Managers from time to time select.

1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members. To be admitted as a Member, a Person shall agree in writing to be bound by this Agreement and provide documentation satisfactory to the Company that the transferee is a resident of the State of Alaska, and is otherwise permitted to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code.

ARTICLE II **Capital Contributions**

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is 60,000.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III **Profits, Losses and Distributions**

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.
- 4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.
- 4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

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- 4.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.
- 4.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.6 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.9 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:
- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
 - (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

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(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V Compensation

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI Bookkeeping

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) any additional capital contribution made by him/her;
 - (b) credit balances transferred from his distribution account to his capital account;
- and decreased by:
- (a) distributions to him/her in reduction of Company capital;
 - (b) the Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

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ARTICLE VII
Transfers

- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

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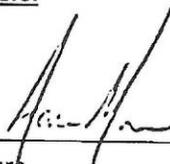
MAR 13 2020

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 10 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Morse Capital LLC, adopted by the members as of 19 October 2016, 20.

Members:



Signature

Printed Name Aaron Morse

Percent: 100 %

Signature

Printed Name _____

Percent: _____ %

Signature

Printed Name _____

Percent: _____ %

Signature

Printed Name _____

Percent: _____ %

EXHIBIT 1

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

Morse Capital LLC

LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Printed Name Aaron Morse
Chief Executive Manager

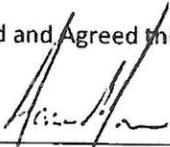
4715 Kershner Avenue Address
Anchorage, AK 99517

Printed Name _____
Title _____

_____ Address

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 19 day of October, 2016.



Signature of Member

Printed Name Aaron Morse

Signature of Member

Printed Name _____

Signature of Member

Printed Name _____

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EXHIBIT 2

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

Morse Capital LLC

LISTING OF MEMBERS

As of the 19 day of October, 2016 the following is a list of Members of the Company:

Name Aaron Morse Percent 100 %

Address 4715 Kershner Avenue, Anchorage, AK 99517

Name _____ Percent _____ %

Address _____

Name _____ Percent _____ %

Address _____

Name _____ Percent _____ %

Address _____

Authorized by Member(s) to provide Member Listing as of this 19 day of October, 2016.



Signature of Member

Signature of Member

Signature of Member

Signature of Member

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EXHIBIT 3

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

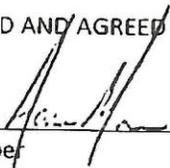
Morse Capital LLC

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$60,000. The description and each individual portion of this initial contribution is as follows:

<u>Aaron Morse</u>	<u>\$60,000</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNED AND AGREED this 19 day of October, 2016.


Member

Member

Member

Member

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State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database
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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Murder Lake, LLC

Entity Type: Limited Liability Company

Entity #: 10059404

Status: Good Standing

AK Formed Date: 5/19/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 3500 LATOUCHE, STE. 360, ANCHORAGE, AK 99508

Entity Physical Address: 3500 LATOUCHE, STE. 360, 3500 LATOUCHE ST. SUITE 360,
ANCHORAGE, AK 99508-2749

Registered Agent

Agent Name: Law Offices of Christy Lee, P.C.

Registered Mailing Address: 225 E FIREWEED LANE, STE 200, ANCHORAGE, AK 99503

Registered Physical Address: 225 E FIREWEED LANE STE 200, ANCHORAGE, AK 99503

Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former Owned
	Michael Ellenburg	Member	100 00

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Filed Documents

Date Filed	Type	Filing	Certificate
5/19/2017	Creation Filing	Click to View	Click to View
11/20/2017	Initial Report	Click to View	
12/28/2018	Biennial Report	Click to View	

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OPERATING AGREEMENT OF MURDER LAKE, LLC

This Operating Agreement of Murder Lake, LLC (this "Agreement") is made and entered into effective as of May 19, 2017 by and between Murder Lake, LLC (the "Company") and Michael Ellenburg, its sole Member, to serve as the initial Operating Agreement of the Company.

Article One General Provisions

Section 1.01. Formation

The Company was formed on May 19, 2017, when Articles of Organization were filed with the Alaska Department of Commerce, Community & Economic Development in accordance with and pursuant to the Alaska Revised Limited Liability Company Act (the "Act").

Section 1.02. Duration

The Company shall have perpetual existence unless it is dissolved and its affairs wound up pursuant to the terms of this Agreement.

Section 1.03. Purpose

This limited liability company is organized for the purpose of conducting retail operations for a cannabis related business and all lawful business for which a limited liability company may be organized under the Alaska Revised Limited Liability Company Act (AS 10.50), as it may be amended from time to time.

Section 1.04. Principal Office

The Company's principal office shall be 3500 LaTouche #360, Anchorage, Alaska 99508. The Member may change the location of the Company's principal office and delegate other offices at such places within and without the State of Alaska.

Section 1.05. Registered Agent and Office

The registered agent and registered office of the Company shall be Law Offices of Christy Lee, P.C., 225 E. Fireweed Lane, St. 200, Anchorage, Alaska 99503. At any time, the Member may change the registered agent or office through appropriate filings with the Alaska Department of Community and Economic Development.

Section 1.06. Tax Matter Partner

The Member shall be the initial Tax Matter Partner. The Member shall not commingle his personal funds with the Company's funds. Therefore, the Company shall maintain its own

separate bank accounts. The Member is authorized to open the Company accounts with any local bank

Section 1.07. Disregarded Entity for Tax Purposes

The Company shall be treated as a disregarded entity under the Internal Revenue Code for federal income tax purposes for as long as the Company has only one member. If the Company admits additional Members, the Company shall be treated as a partnership under the Internal Revenue Code for federal income tax purposes.

Section 1.08. Defects as to Formation

Even if the Member fails to observe any formalities or requirements of this Agreement, the Company's Articles of Organization, or the Act, this failure shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

Section 1.09. Title to Property

The Company shall acquire, hold, and convey property in the name of the Company. If the Company acquires an interest in property, the Company holds the title to the interest and not the individual Member.

Article Two

Capital Contributions

Section 2.01. Initial Capital Contribution

The undersigned initial Member agrees to contribute \$140,000 in exchange for 100% membership interest in the Company. Capital contributions shall be property of the Company and the Member shall earn no interest on the contribution. The Member's membership interest in the Company shall be characterized as personal property.

Section 2.02. Additional Capital Contributions

The Member shall not be required to contribute additional capital to the Company.

Section 2.03. Capital Account

The Member's capital account shall be maintained in accordance with Internal Revenue Code Section 704(b) and the regulations issued thereunder. The Member's capital account shall be adjusted to reflect any additional capital contribution to, or authorized capital withdrawal from, the Member's capital account

Article Three

Distributions

Section 3.01. Allocation of Net Income, Net Loss, or Capital Gains

Subject to the provisions of Sections 704(b) and 704(c) of the Code and the regulations issued thereunder and except as may be expressly provided otherwise in this Article, the net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Member.

Section 3.02. Distributions

The Member shall determine from time to time whether and the amount of distributions is to be made to the Member. However, at all times the Company shall retain sufficient funds for its working capital needs.

Section 3.03. Reimbursement

The Company shall reimburse the Member for any and all reasonable and necessary costs incurred on behalf of the Company, including the costs incurred in the organization of the Company. The Member shall not be entitled to any compensation for services to the Company.

Article Four

Management

The Company shall be managed by the Member. The Member shall have full and complete authority, power, and discretion to manage and control the business, affairs and properties of the Company. The Member shall make decisions regarding all Company matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

Article Five

Books and Records

The Member shall designate where the Company's books and records shall be maintained. Until determined otherwise by the Member, the Company's books and records shall be maintained at its principal office. The Company shall make its books and records reasonably available for inspection. Member inspection shall be upon written demand stating with reasonable particularity the purpose of the inspection. The inspection may be in person or by agent or attorney, at a reasonable time and for a proper purpose. Only books and records of account, minutes, and the records directly connected to the stated purpose of the inspection may be inspected or copied.

Article Six
Liability Limitation

The Member shall not be personally liable to the Company for monetary damages for conduct as the Member performed in a manner reasonably believed by the Member to be within the scope of the Member's authority and in the best interest of the Company. Any amendment to or repeal of this Article shall not adversely affect any right or protection of a Member for or with respect to any acts or omissions of the Member occurring prior to such amendment or repeal.

Article Seven
Indemnification

If the Member's actions were made in good faith and in a manner the Member reasonably believed to be in or not opposed to the best interests of the Company, then the Company shall indemnify and hold harmless the Member to the fullest extent allowed by law including, without limitation, all expenses, attorneys' fees, costs, judgments, fines, and amounts paid in settlement actually incurred by the Member. With respect to a criminal action or proceeding, the Member must have had no reasonable cause to believe the conduct was unlawful in order for the Company to indemnify and hold harmless the Member.

Indemnification may not be made in respect of any claim, issue, or matter as to which the Member has been adjudged to be liable for negligence or misconduct in the performance of the Member's duty to the Company, except to the extent that the court in which the action was brought determines upon application that, despite the adjudication of liability, in view of all the circumstances of the case, the Member is fairly and reasonably entitled to indemnity for expenses that the court considers proper. The provisions of this Article do not affect any rights to advancement of expenses to which the Member may be entitled under any contract or by law.

Article Eight
Dissolution

The Member, in his sole and absolute discretion, shall have the authority to dissolve, commence winding up, and liquidation of the Company. If all the Company's obligations are met, any and all remaining assets shall be distributed to the Member. In spite of the foregoing, if the Member has a deficit capital account balance, the Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other person or entity for any purpose whatsoever.

Article Nine
Miscellaneous Provisions

Section 9.01. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska. Venue and jurisdiction shall lie exclusively in Anchorage, Alaska.

Section 9.02. Amendments

The Member shall have the power to amend or repeal this Operating Agreement and the Company's Articles of Organization.

Section 9.03. Rights and Remedies Cumulative

The use of any one right or remedy in this Agreement shall not prevent or waive the right to use any or all other remedies. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Section 9.04. Severability

If any provision of this Agreement shall be deemed invalid, illegal, or unenforceable to any extent does not affect the validity or enforceability of the remainder of this Agreement.

Section 9.05. Heirs, Successors and Assigns

Each of the covenants, terms, and provisions contained in this Agreement shall be binding upon and inure to the benefit of the Member, to the extent permitted by this Agreement, his respective heirs, legal representatives, successors, and assigns.

Section 9.06. Creditors or Third Parties

This Agreement is entered into among the Company and the Member for the exclusive benefit of the Company, its Member and its successors and assigns. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any other person.

Section 9.07. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

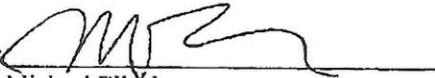
Section 9.08. Investment Representations

The membership interest has not been registered under the Securities Act of 1933, the Securities Act of Alaska or any other state securities laws (collectively referred to as the "Securities Acts") because the Company is issuing the membership interest in reliance upon the exemptions from

the registration requirements of the Securities Acts. The Company is relying upon the fact that the membership interest is to be held by the Member for investment and not with a view to the resale or distribution.

IN WITNESS WHEREOF, the Member has executed this Operating Agreement as of the date first above written.

MURDER LAKE, LLC,

By: 

Michael Ellenburg

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Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS &
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State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database
Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Smart Capital Holdings, LLC

Entity Type: Limited Liability Company

Entity #: 10049204

Status: Good Standing

AK Formed Date: 1/16/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 10850 KAMISHAK BAY CR, ANCHORAGE, AK 99515

Entity Physical Address: 10850 KAMISHAK BAY CR, ANCHORAGE, AK 99515

Registered Agent

Agent Name: Louis Kuest

Registered Mailing Address: 10850 KAMISHAK BAY CR, ANCHORAGE, AK 99515

Registered Physical Address: 10850 KAMISHAK BAY CR, ANCHORAGE, AK 99515

Officials

AK Entity #	Name	Titles	Owned	<input type="checkbox"/> Show Former
	Louis Kuest	Member	100.00	

Filed Documents

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MAR 13 2020

Date Filed	Type	Filing	Certificate
1/16/2017	Creation Filing	Click to View	Click to View
1/16/2017	Initial Report	Click to View	
4/12/2019	Biennial Report	Click to View	

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Operating Agreement

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR SMART CAPITAL HOLDINGS, LLC.
*A Member Managed Limited Liability Company***

**ARTICLE I
Company Formation**

1.1 FORMATION. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 NAME. The name of the Company shall be: Smart Capital Holdings, LLC.

1.3 REGISTERED AGENT. The name and location of the registered agent of the Company shall be:

Louis Kuest
10850 Kamishak Bay Circle
Anchorage, Alaska 99524

1.4 TERM. The Company shall continue for a perpetual period.

- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alaska.

1.5 CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 BUSINESS PURPOSE. The company is organized with a general purpose to conduct all lawful affairs for which a limited liability company may be organized pursuant to Alaska Statutes 10.50.010 et seq.

1.7 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be:

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10850 Kamishak Bay Circle
Anchorage, Alaska 99524

Principal place of business may be changed at a location the Managers from time to time select.

1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members. To be admitted as a Member, a Person shall agree in writing to be bound by this Agreement and provide documentation satisfactory to the Company that the transferee is a resident of the State of Alaska, and is otherwise permitted to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code.

ARTICLE II Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is \$10,000.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III Profits, Losses and Distributions

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV Management

4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the

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capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.

4.2 MEMBERS. The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

4.3 POWERS OF MANAGERS. The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 CHIEF EXECUTIVE MANAGER. The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.

4.5 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.6 COMPANY INFORMATION. Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.7 EXCULPATION. Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

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4.8 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.9 RECORDS. The Managers shall cause the Company to keep at its principal place of business the following:

- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
- (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V Compensation

5.1 MANAGEMENT FEE. Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 REIMBURSEMENT. The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI Bookkeeping

6.1 BOOKS. The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on

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such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 MEMBER'S ACCOUNTS. The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- (a) any additional capital contribution made by him/her;
- (b) credit balances transferred from his distribution account to his capital account; and decreased by:
 - (a) distributions to him/her in reduction of Company capital;
 - (b) the Member's share of Company losses if charged to his/her capital account.

6.3 REPORTS. The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

7.1 ASSIGNMENT. If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

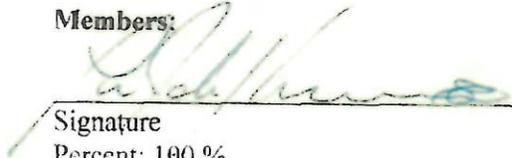
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CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted. The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 7 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Smart Capital Holdings, L.L.C. , adopted by the members as of October 1, 2016.

Members:


Signature

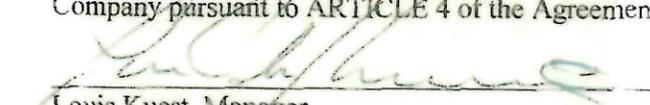
Printed Name Louis Kuest

Percent: 100 %

EXHIBIT 1
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR SMART CAPITAL HOLDINGS, LLC.
A Member Managed Limited Liability Company

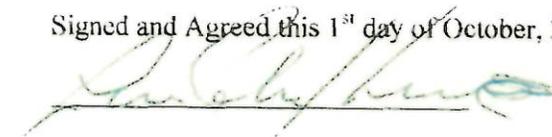
LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:


Louis Kuest, Manager
10850 Kamishak Bay Circle
Anchorage, Alaska 99524

The above listed Manager will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 1st day of October, 2016.


Signature of Member

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EXHIBIT 2
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR SMART CAPITAL HOLDINGS, LLC.
A Member Managed Limited Liability Company

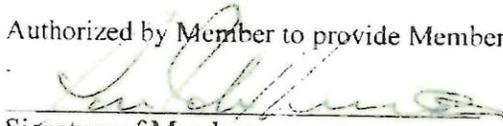
LISTING OF MEMBERS

As of the 1st day of October, 2016, the following is a list of Members of the Company:

Name: Louis Kuest **Percent** 100%

10850 Kamishak Bay Circle
Anchorage, Alaska 99524

Authorized by Member to provide Member Listing as of this 1st day of October, 2016



Signature of Member

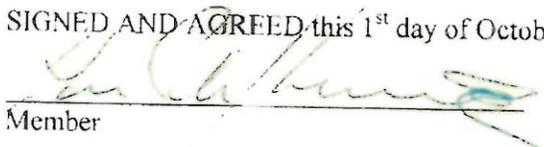
EXHIBIT 3
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR SMART CAPITAL HOLDINGS, LLC.
A Member Managed Limited Liability Company

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$10.00. The description and each individual portion of this initial contribution is as follows:

Louis Kuest \$ 10.00

SIGNED AND AGREED this 1st day of October, 2016.



Member

AMCO
JAN 02 2020

AMCO
MAR 13 2020

7/71

Received by AMCO 7.12.19

Attachment H

AMCO
MAR 13 2020



Alaska Marijuana Control Board
Marijuana Establishment
Form MJ-17c: License Transfer Application

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

What is this form?

This form must be used to initiate a transfer of ownership of a marijuana establishment license under 3 AAC 306.045. This transfer application must be completed and submitted to AMCO's main office, along with all necessary supplemental documents and fees listed in Form MJ-17b: License Transfer Application Checklist, before a transfer of ownership, including a change that affects the controlling interest of an entity, will be considered by the Marijuana Control Board.

Please note that licensees seeking to change controlling interest of an entity that owns multiple licenses must submit a separate completed copy of this form and the required supplemental documents and fees for each license.

Section 1 – Transferor Information

Enter information for the *current* licensee and licensed establishment.

Licensee:	R.C. Tinderbox, LLC	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	R.C. Tinderbox, LLC		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	Alaska ZIP: 99518
Email:	elway331999@hotmail.com		
Local Government:	Municipality of Anchorage; Taku-Campbell Community Council		

- Regular ownership transfer Transfer of controlling interest in the licensed entity

Section 2 – Transferee Information

Enter information for the *new* applicant seeking to be licensed. The business license # should be issued for the DBA listed below, and held by the transferee.

Licensee:	Great Northern Manufacturing, Inc.	Alaska Entity #	10073944
Mailing Address:	645 G. Street, STE 100-907		
City:	Anchorage	State:	AK ZIP: 99501
Doing Business As:	Great Northern Manufacturing, Inc.		
Business License #:	1068642	Business Phone:	(907) 865-9110
Designated Licensee:	Stephen W. Brashear		
Contact Email:	Licensing@greatnorthern cannabis.com	Phone #	(907) 887-6543



Form MJ-17c: License Transfer Application

Section 3 - Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 4. If any entity official is another entity, you must include the AK Entity # of that entity in the Entity Official Name field, attach a separate completed copy of this page that breaks down the ownership information for that entity, and submit the supplemental documents and fingerprint fees listed on Form MJ-17b required for each individual entity official. Entity documents must be submitted for each entity listed on this form. If more space is needed, please attach additional completed copies of this page.

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- If the applicant is a limited liability company, list each *member holding any ownership interest and each manager*.
- If the applicant is a partnership or limited partnership, list each *partner holding any interest and each general partner*.

Entity Official Name:	Great Northern Cannabis, Inc.			
Title(s):	Owner, Great Northern Manufacturing, Inc.	Phone:	(907) 865-9110	% Owned: 100
Email:	Licensing@greatnortherncannabis.com			
Mailing Address:	645 G. Street, STE 100-907			
City:	Anchorage	State:	Alaska	ZIP: 99501
Entity Official Name:	Stephen W. Brashear			
Title(s):	Director, President, Great Northern Cannabis, Inc.	Phone:	(907) 887-6543	% Owned: 0
Email:	swbrashear2@yahoo.com			
Mailing Address:	21919 Barclay Drive			
City:	Eagle River	State:	Alaska	ZIP: 99577
Entity Official Name:	Jordan Huss			
Title(s):	Director, Vice Pres., Great Northern Cannabis, Inc.	Phone:	(907) 441-5637	% Owned: 0
Email:	jordanhuss@msn.com			
Mailing Address:	2201 Olympic Drive			
City:	Anchorage	State:	Alaska	ZIP: 99515
Entity Official Name:	Michael Ellenburg			
Title(s):	Director, Sec., Great Northern Cannabis, Inc.	Phone:	(907) 632-2749	% Owned: 0
Email:	ecfnm2009@gmail.com			
Mailing Address:	3500 Latouche Street, STE 360			
City:	Anchorage	State:	Alaska	ZIP: 99508
Entity Official Name:	Patrick Flynn			
Title(s):	Director, Treas., Great Northern Cannabis, Inc.	Phone:	(907) 278-8642	% Owned: 0
Email:	flatpynn@yahoo.com			
Mailing Address:	918 R Street			
City:	Anchorage	State:	Alaska	ZIP: 99501



Form MJ-17c: License Transfer Application

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- If the applicant is a partnership or limited partnership, list each partner holding any interest and each general partner.

Entity Official Name:	Darcy Holt		
Title(s):	Director, Great Northern Cannabis, Inc.	Phone:	(907) 240-1150 % Owned: 0
Email:	darcy@gci.net		
Mailing Address:	3001 Admiralty Bay Drive		
City:	Anchorage	State:	Alaska ZIP: 99515
Entity Official Name:	Jerad Brown		
Title(s):	Director, Great Northern Cannabis, Inc.	Phone:	(907) 322-2368 % Owned: 0
Email:	mjbrown224@gmail.com		
Mailing Address:	2221 Patriot Circle		
City:	Anchorage	State:	Alaska ZIP: 99515
Entity Official Name:			
Title(s):		Phone:	% Owned:
Email:			
Mailing Address:			
City:		State:	ZIP:
Entity Official Name:			
Title(s):		Phone:	% Owned:
Email:			
Mailing Address:			
City:		State:	ZIP:
Entity Official Name:			
Title(s):		Phone:	% Owned:
Email:			
Mailing Address:			
City:		State:	ZIP:



Form MJ-17c: License Transfer Application

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- If the applicant is a partnership or limited partnership, list each partner holding any interest and each general partner.

Entity Official Name:	Stephen W. Brashear			
Title(s):	Director & President, Great Northern Cannabis, Inc.	Phone:	(907) 887-6543	% Owned: 0
Email:	swbrashear2@yahoo.com			
Mailing Address:	21919 Barclay Drive			
City:	Eagle River	State:	Alaska	ZIP: 99577
Entity Official Name:	Big Sky Holdings, LLC			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 887-6543	% Owned: 9.74
Email:	swbrashear2@yahoo.com			
Mailing Address:	21919 Barclay Drive			
City:	Eagle River	State:	Alaska	ZIP: 99577
Entity Official Name:	Anita Bradbury			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907)231-0288	% Owned: 2.16
Email:	uniquetank@gmail.com			
Mailing Address:	1801 Bellevue Loop			
City:	Anchorage	State:	Alaska	ZIP: 99515
Entity Official Name:	Birch Clearing Holdings, LLC			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 223-6532	% Owned: 2.29
Email:	janica818ak@gmail.com			
Mailing Address:	11112 Bluff Creek Circle			
City:	Anchorage	State:	Alaska	ZIP: 99515
Entity Official Name:	Jerad Brown			
Title(s):	Shareholder, Director, Great Northern Cannabis, Inc.	Phone:	(907) 322-2368	% Owned: 7.64
Email:	mjbrown224@gmail.com			
Mailing Address:	2221 Patriot Circle			
City:	Anchorage	State:	Alaska	ZIP: 99515



Form MJ-17c: License Transfer Application

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- If the applicant is a partnership or limited partnership, list each *partner holding any interest and each general partner*.

Entity Official Name:	Stephen W. Brashear			
Title(s):	Sole member and Manager, Big Sky Holdings, LLC	Phone:	(907) 887-6543	% Owned: 0
Email:	swbrashear2@yahoo.com			
Mailing Address:	21919 Barclay Drive			
City:	Eagle River	State:	Alaska	ZIP: 99577
Entity Official Name:	Janica Liland			
Title(s):	Sole Member and Manager, Birch Clearing Holdings, LLC	Phone:	9072236532	% Owned: 0
Email:	janica818ak@gmail.com			
Mailing Address:	11112 Bluff Creek Circle			
City:	Anchorage	State:	Alaska	ZIP: 99515
Entity Official Name:	Michael Ellenburg			
Title(s):	Sole Member and Manager, Murder Lake, LLC	Phone:	(907) 632-2749	% Owned: 0
Email:	ecfnm2009@gmail.com			
Mailing Address:	3500 Latouche Street, Suite 360			
City:	Anchorage	State:	Alaska	ZIP: 99508
Entity Official Name:	Aaron Morse			
Title(s):	Sole Member and Manager, Morse Capital, LLC	Phone:	(907) 227-4859	% Owned: 0
Email:	aaron.morse@gmail.com			
Mailing Address:	4715 Kershner Avenue			
City:	Anchorage	State:	Alaska	ZIP: 99517
Entity Official Name:	Louis John Kuest			
Title(s):	Sole Member and Manager, Smart Capital Holdings, LLC	Phone:	(907) 227-5863	% Owned: 0
Email:	john.kuest@astrares.com			
Mailing Address:	10850 Kamishak Bay Circle			
City:	Anchorage	State:	Alaska	ZIP: 99515



Form MJ-17c: License Transfer Application

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Entity Official Name:	Donna Clark			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 841-2255	% Owned: 0.03
Email:	donnaix@hotmail.com			
Mailing Address:	1150 S. Colony Way, Suite #3			
City:	Palmer	State:	Anchorage	ZIP: 99645
Entity Official Name:	Larry Clark			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 841-2255	% Owned: 0.03
Email:	larry.clark@valkyriesap.com			
Mailing Address:	1150 S. Colony Way, Suite #3			
City:	Palmer	State:	Alaska	ZIP: 99645
Entity Official Name:	Ann DeSalvo			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 355-8354	% Owned: 0.32
Email:	anndesalvo@mtaonline.net			
Mailing Address:	1701 N. Seward Meridian Parkway			
City:	Wasilla	State:	Alaska	ZIP: 99654
Entity Official Name:	Thomas DeSalvo			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 355-8354	% Owned: 4.41
Email:	tommy.419@hotmail.com			
Mailing Address:	5441 Windflower Circle, Unit A			
City:	Anchorage	State:	Alaska	ZIP: 99507
Entity Official Name:	Michael Ellenburg			
Title(s):	Director, Secretary, Great Northern Cannabis, Inc.	Phone:	(907) 632-2749	% Owned: 0
Email:	ecfnm2009@gmail.com			
Mailing Address:	3500 Latouche Street, Suite 360			
City:	Anchorage	State:	Alaska	ZIP: 99508

JAN 02 2020

MAR 13 2020



Form MJ-17c: License Transfer Application

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Entity Official Name:	Morse Capital, LLC			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 227-4859	% Owned: 2.89
Email:	aaron.morse@gmail.com			
Mailing Address:	4715 Kershner Avenue			
City:	Anchorage	State:	Alaska	ZIP: 99517
Entity Official Name:	Murder Lake, LLC			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 632-2749	% Owned: 5.89
Email:	ecfnm2009@gmail.com			
Mailing Address:	3500 Latouche Street, Suite 360			
City:	Anchorage	State:	Alaska	ZIP: 99508
Entity Official Name:	Smart Capital Holdings, LLC			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 227-5863	% Owned: 4.63
Email:	john.kuest@astrares.com			
Mailing Address:	10850 Kamishak Bay Circle			
City:	Anchorage	State:	Alaska	ZIP: 99515
Entity Official Name:	Patrick Flynn			
Title(s):	Shareholder, Director, Treasurer, Great Northern Cannabis, Inc.	Phone:	(907) 278-8462	% Owned: 4.01
Email:	flatpynn@yahoo.com			
Mailing Address:	918 R Street			
City:	Anchorage	State:	Alaska	ZIP: 99501
Entity Official Name:	Andrew Halcro			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 317-2928	% Owned: 1.08
Email:	visionhalcro@gmail.com			
Mailing Address:	4735 W. 80th Avenue			
City:	Anchorage	State:	Alaska	ZIP: 99506



Alaska Marijuana Control Board
Form MJ-17c: License Transfer Application

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Entity Official Name:	Victoria Halcro			
Title(s):	Shareholder, Great Norther Cannabis, Inc.	Phone:	(907) 317-2928	% Owned: 1.08
Email:	vcmanni@yahoo.com			
Mailing Address:	4735 W. 80th Avenue			
City:	Anchorage	State:	Alaska	ZIP: 99506
Entity Official Name:	Darcy Holt			
Title(s):	Shareholder, Director, Great Northern Cannabis, Inc.	Phone:	(907) 240-1150	% Owned: 2.39
Email:	darcy@gci.net			
Mailing Address:	3001 Admiralty Bay Drive			
City:	Anchorage	State:	Alaska	ZIP: 99515
Entity Official Name:	Jordan Huss			
Title(s):	Shareholder, Director, Vice President, Great Northern Cannabis, Inc.	Phone:	(907) 441-5637	% Owned: 11.47
Email:	jordanhuss@msn.com			
Mailing Address:	2201 Olympic Drive			
City:	Anchorage	State:	Alaska	ZIP: 99515
Entity Official Name:	Terry Hennessey			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	9074401638	% Owned: 0.37
Email:	akterry49@gmail.com			
Mailing Address:	8244 Seaview Street			
City:	Anchorage	State:	Alaska	ZIP: 99502
Entity Official Name:	Allyson Parker-Lauck			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(707) 580-1791	% Owned: 0.24
Email:	aplauck@gmail.com			
Mailing Address:	24634 Jem Circle			
City:	Eagle River	State:	Alaska	ZIP: 99577

JAN 02 2020

MAR 13 2020



Form MJ-17c: License Transfer Application

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Entity Official Name:	Terry Lauck			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(707) 260-5664	% Owned: 0.24
Email:	t.s.lauck@gmail.com			
Mailing Address:	24634 Jem Circle			
City:	Eagle River	State:	Alaska	ZIP: 99577
Entity Official Name:	Gerardo Martinez			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907)	% Owned: 8.00
Email:	baxerdgo@hotmail.com			
Mailing Address:	1231 Friendly Lane			
City:	Anchorage	State:	Alaska	ZIP: 99504
Entity Official Name:	Carla Mason			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907)	% Owned: 6.48
Email:	bcmason@gci.net			
Mailing Address:	3131 Lakeside Drive			
City:	Anchorage	State:	Alaska	ZIP: 99515
Entity Official Name:	Brent Miller			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 297-8238	% Owned: 1.10
Email:	bactmiller@gmail.com			
Mailing Address:	811 Allison Circle			
City:	Anchorage	State:	Alaska	ZIP: 99515
Entity Official Name:	Angela Miller			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 297-8238	% Owned: 1.38
Email:	angcmiller66@gmail.com			
Mailing Address:	811 Allison Circle			
City:	Anchorage	State:	Alaska	ZIP: 99515



JAN 02 2020

MAR 13 2020



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Entity Official Name:	Carla Miller			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 394-1116	% Owned: 2.56
Email:	cmiller1115@hotmail.com			
Mailing Address:	33365 Keystone Drive			
City:	Soldotna	State:	Alaska	ZIP: 99669
Entity Official Name:	Colt Miller			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 230-9477	% Owned: 0.10
Email:	colt.miller5@gmail.com			
Mailing Address:	8751 Bell Place			
City:	Anchorage	State:	Alaska	ZIP: 99507
Entity Official Name:	Jacklyn Oney			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 250-3672	% Owned: 2.16
Email:	bobbysmithoney@gmail.com			
Mailing Address:	2631 W. 100th Avenue			
City:	Anchorage	State:	Alaska	ZIP: 99515
Entity Official Name:	Brian Pike			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 301-2909	% Owned: 0.32
Email:	siknes98@yahoo.com			
Mailing Address:	6080 S. Pine Drive			
City:	Wasilla	State:	Alaska	ZIP: 99623
Entity Official Name:	Victoria Rhoades			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 486-7068	% Owned: 0.13
Email:	vrhoades@alaskan.com			
Mailing Address:	1319 Madsen Avenue			
City:	Kodiak	State:	Alaska	ZIP: 99645



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Entity Official Name:	Victor Rodriguez			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907)306-9219	% Owned: 9.72
Email:	sksmaw@aol.com			
Mailing Address:	701 Klewin Street Space 31A			
City:	Anchorage	State:	Alaska	ZIP: 99508
Entity Official Name:	Jeff Rognes			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 441-8043	% Owned: 0.16
Email:	jeffrognes@aol.com			
Mailing Address:	11721 Shetland Heights Circle			
City:	Anchorage	State:	Alaska	ZIP: 99516
Entity Official Name:	Kristin Rognes			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 441-8043	% Owned: 0.16
Email:	krognes@hotmail.com			
Mailing Address:	11721 Shetland Heights Circle			
City:	Anchorage	State:	Alaska	ZIP: 99516
Entity Official Name:	Robert Thompson			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 260-6914	% Owned: 2.31
Email:	drt@acsalaska.net			
Mailing Address:	43645 Sports Lake Road			
City:	Soldotna	State:	Alaska	ZIP: 99669
Entity Official Name:	Aileen Vang			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 590-8276	% Owned: 0.32
Email:	aileen.vang@gmail.com			
Mailing Address:	4388 York Avenue			
City:	Fairbanks	State:	Alaska	ZIP: 99709

JAN 02 2020

MAR 13 2020



Form MJ-17c: License Transfer Application

Section 3 - Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 4. If any entity official is another entity, you must include the AK Entity # of that entity in the Entity Official Name field, attach a separate completed copy of this page that breaks down the ownership information for that entity, and submit the supplemental documents and fingerprint fees listed on Form MJ-17b required for each individual entity official. Entity documents must be submitted for each entity listed on this form. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, list each *officer or director, and owner of any of the corporation's stock*.
- If the applicant is a limited liability company, list each *member holding any ownership interest and each manager*.
- If the applicant is a partnership or limited partnership, list each *partner holding any interest and each general partner*.

Entity Official Name:	Amy Vail			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 229-7541	% Owned: 1.94
Email:	amylynnvail@gmail.com			
Mailing Address:	7225 E. 17th Avenue			
City:	Anchorage	State:	Alaska	ZIP: 99504
Entity Official Name:	Morgan Vail			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 342-7252	% Owned: 1.93
Email:	morganvail@gmail.com			
Mailing Address:	7225 E. 17th Avenue			
City:	Anchorage	State:	Alaska	ZIP: 99504
Entity Official Name:	Lawrence J. Wissing			
Title(s):	Shareholder, Great Northern Cannabis, Inc.	Phone:	(907) 240-0295	% Owned: 0.32
Email:	Rep_Tile35@alaska.net			
Mailing Address:	800 High View Drive			
City:	Anchorage	State:	Alaska	ZIP: 99515
Entity Official Name:				
Title(s):		Phone:		% Owned:
Email:				
Mailing Address:				
City:		State:		ZIP:
Entity Official Name:				
Title(s):		Phone:		% Owned:
Email:				
Mailing Address:				
City:		State:		ZIP:



Alaska Marijuana Control Board
Form MJ-17c: License Transfer Application

Section 4 - Other Licenses

Ownership and financial interest in other marijuana establishments:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other marijuana establishment that is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, which license number(s), and license type(s):

All GNC Shareholders have a financial interest in the following licenses:
 Std. Cultivation: #10747; Retail: #11966, #16610 #20366; Product Manufacturing:
 #17336

Section 5 - Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

John Redden, Great Northern Cannabis, Inc. General Counsel; and Jason Brandeis, Attorney.

Section 6 - Transferee Certifications

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

Initials

I certify that all proposed licensees (as defined in 3 AAC 306.020) have been listed on this application.

SB

Completed copies of all required documents and fees listed on Form MJ-17b are attached to this form.

SB

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

SB

I agree to provide all information required by the Marijuana Control Board in support of this application.

SB

As an applicant for a marijuana establishment license, 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 form, including all accompanying schedules and statements, is true, correct, and complete.

Stephen W. Brashear
 Signature of transferee

Stephen W. Brashear

Printed name of transferee



Kristen Roberson
 Notary Public in and for the State of Alaska.

My commission expires: 01/28/2023

Subscribed and sworn to before me this 31 day of July, 2019.

JAN 02 2020

MAR 13 2020



Alaska Marijuana Control Board
Form MJ-17c: License Transfer Application

Section 7 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of unsworn falsification that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) approve of the transfer of this license, and that the information on this form is true, correct, and complete.

Christina Euscher
 Signature of transferor

Christina Euscher
 Printed name of transferor



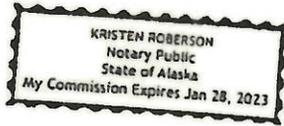
Kristen Roberson
 Notary Public in and for the State of Alaska.

My commission expires: 01/28/2023

Subscribed and sworn to before me this 11 day of June, 2019.

Rick Euscher
 Signature of transferor

Rick Euscher
 Printed name of transferor



Kristen Roberson
 Notary Public in and for the State of Alaska.

My commission expires: 01/28/2023

Subscribed and sworn to before me this 11 day of June, 2019.

 Signature of transferor

 Printed name of transferor

 Notary Public in and for the State of Alaska.

My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20__.



Alaska Marijuana Control Board

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

Form MJ-17d: Unaltered Operating Plan and/or Premises Diagram Affidavit

What is this form?

An operating plan and/or diagram affidavit is required to be submitted by the transferee for any marijuana establishment transfer license application where the transferee is not making changes to the operating plan and/or premises diagram approved by the Marijuana Control Board, in the course of the transfer application, per 3 AAC 306.045(e). By completing this form you are certifying that no changes will be made to the operating plan and/or premises diagram that have been previously submitted and approved for this license. This form replaces the information required by regulations 3 AAC 306.020(b)(8), 3 AAC 306.020(c), 3 AAC 306.315(2), 3 AAC 306.420, 3 AAC 306.520(2) and (3), and 3 AAC 306.615 if no changes are being made to your operating plan or diagram during the transfer.

Section 1 - Establishment Information

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

New Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 - Certification

You must be able to certify at least one of the statements below. Read the following and then sign your initials in the applicable box(es) to the right:

Initials

I certify that there will be no changes to the operating plan for this license.

If the above statement is certified you will not be required to submit forms MJ-01 and MJ-03, MJ-04, MJ-05 or MJ-06.

SB

I certify that there will be no changes to the premises diagram for this license.

If the above statement is certified, you will not be required to submit form MJ-02.

SB

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Stephen W. Brashear
Signature of transferee

Stephen W. Brashear

Printed name of transferee

Jan T. Le
Notary Public in and for the State of Alaska

My commission expires: *Dec 21, 2023*

Subscribed and sworn to before me this *31st* day of *December*, 20*19*.

[Form MJ-17d] (rev 2/20/2019)

AMCO

JAN 02 2020

NOTARY PUBLIC
Mari Cannon
STATE OF ALASKA
My Commission Expires December 21, 2023

Page 1 of 1

AMCO

MAR 13 2020



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-19: Creditors Affidavit

What is this form?

This form must be completed by the **current holder** (transferor) of a marijuana establishment license in order to report all debts of and taxes owed by the business, as required by 3 AAC 306.045(b)(2). The Marijuana Control Board will deny an application for transfer of a license to another person if the Board finds that the transferor has not paid all debts or taxes arising from the operation of the licensed business, unless the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority, per 3 AAC 306.080(c)(2).

You must submit a completed copy of Form MJ-17c: License Transfer Application to each creditor listed on this form. This form must be completed and submitted to AMCO's main office before any license transfer application will be considered complete.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	R.C. Tinderbox, LLC	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	R.C. Tinderbox, LLC		
Premises Address:	7801 King Street		
City:	Anchorage	State:	Alaska
		ZIP:	99518
Federal Tax ID # / EIN:	81-1345976		

Section 2 – Debts and Taxes Owed

Enter information for each creditor or taxing authority to which debts or taxes are owed. If there are no debts or taxes owed by the business, write "None" in the first field. You will be required to correct this form if a response of "N/A" is written in any field. Attach additional pages or documentation as necessary.

Creditor / Taxing Authority	Current Valid Email or Mailing Address of Creditor	Amount Owed
Cash Alaska II, LLC	P.O. Box 240511, Anchorage, AK 99524 em: budwilson@qci.net	\$2,001,413



Alaska Marijuana Control Board
Form MJ-19: Creditors Affidavit

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

Section 3 – Transferor Certifications

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

Initials

I certify that all debts of the business and all taxes the business owes are listed on Page 1 of this form, and that the contact information provided for each creditor is current.

CE

I certify that I have submitted a completed copy of Form MJ-17c: License Transfer Application to each creditor listed on Page 1 of this form.

CE

As marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferor

NOTARY PUBLIC
Mari Cannon
STATE OF ALASKA
My Commission Expires December 21, 2023

Chris Euscher

Printed name of transferor

Subscribed and sworn to before me this 19 day of December, 2019.

Notary Public in and for the State of Alaska.

My commission expires: Dec 21, 2023



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-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 - Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: Dec. 20, 2019

End Date: Dec. 30, 2019

Other conspicuous location: Fred Meyers, 2000 W Dimond Blvd., Anchorage, AK 99515

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Stephen W. Brashear
 Signature of licensee

Stephen W. Brashear
 Printed name of licensee

[Signature]
 Notary Public in and for the State of Alaska

My commission expires: Dec 21, 2023

Subscribed and sworn to before me this 31st day of December, 2019.

NOTARY PUBLIC
 Mari Cannon
 STATE OF ALASKA
 My Commission Expires December 21, 2023

AMCO
 JAN 02 2020

Page 1 of 1
 AMCO
 MAR 1 3 2020



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-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 - Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

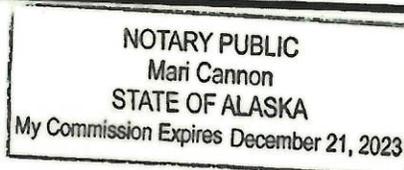
Local Government(s): Municipality of Anchorage Date Submitted: Dec. 19, 2019
 Name/Title of LG Official 1: Barbara Jones, Municipal Clerk Name/Title of LG Official 2: Anchorage Assembly Members
 Community Council: Taku-Campbell Date Submitted: Dec. 19, 2019
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Stephen W. Brashear
 Signature of licensee
 Stephen W. Brashear
 Printed name of licensee

[Signature]
 Notary Public in and for the State of Alaska
 My commission expires: Dec 21, 2023

Subscribed and sworn to before me this 31st day of December, 2019.



ANCHORAGE DAILY NEWS

AFFIDAVIT OF PUBLICATION

Account #: 388963

Order #: 0001446523

Cost: \$585.00

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

Joleesa Stepetin
being first duly sworn on oath
deposes and says that she is
a representative of the
Anchorage Daily News, a
daily newspaper. That said
newspaper has been approved
by the Third Judicial Court,
Anchorage, Alaska, and it now
and has been published in the
English language continually as a
daily newspaper in Anchorage,
Alaska, and it is now and during
all said time was printed in an
office maintained at the aforesaid
place of publication of said
newspaper. That the annexed is
a copy of an advertisement as it
was published in regular issues
(and not in supplemental form)
of said newspaper on

R.C. Tinderbox, LLC, doing business as
R.C. Tinderbox, LLC, located at 7801
King St., Unit 101, Anchorage, AK 99518
is applying under 3 AAC 306.045 for
transfer of a Marijuana Concentrate
Manufacturing Facility License
(3 AAC 306.500(a)(2)), license #10301
to Great Northern Manufacturing, Inc.,
doing business as Great Northern
Manufacturing, Inc.
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.

December 27, 2019, January 3, 10, 2020

and that such newspaper was
regularly distributed to its
subscribers during all of said
period. That the full amount of
the fee charged for the foregoing
publication is not in excess of
the rate charged private individuals.

Signed Joleesa Stepetin

Subscribed and sworn to before

me this 15 day of Jan

20 20

Jada L. Nowling
Notary Public in and for
The State of Alaska.
Third Division
Anchorage, Alaska
MY COMMISSION EXPIRES
7/14/2020

STATE OF ALASKA
NOTARY
PUBLIC
Jada L. Nowling

AMCO

AMCO

MAR 1 3 2020

MAR - 2 2020



Application for Food Establishment Permit

Alaska Department of Environmental Conservation
Division of Environmental Health
Food Safety and Sanitation Program



Permit ID:

Section 1 - GENERAL INFORMATION (All applicants complete entire section - please print).

Purpose (check one) New Information Change Extensive Remodel Change of owner/operator Reactivate

Owner/Business Information	Name of Entity or Owner Responsible for Food Service Great Northern Manufacturing, Inc.		AK Business License # 1068642		
	Business/Corporate Mailing Address 645 G Street, Suite 100-907		City Anchorage	State AK	
	Business/Corporate Phone (907) 865-9110		Email Licensing@greatnorthernmccannabis.com		
	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party John Redden, General Counsel for Great Northern Cannabis, Inc.		Fax n/a		
	Type of Entity <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other:				
Establishment Information	Establishment Name Great Northern Manufacturing, Inc.		Physical Location 7801 King Street		
	Establishment Mailing Address 645 G Street, Suite 100-907		City Anchorage	State AK	
	Establishment Phone (907) 865-9110		Fax n/a	Contact Person John Redden	
	Establishment Physical Address 7801 King Street		City Anchorage	State AK	Zip 99501
	SEATING: (Food Service Only) <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 25 or less <input type="checkbox"/> 26-100 <input type="checkbox"/> > 101				

TYPE OF OPERATION Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.)

Licensed Marijuana Concentrate Manufacturing Facility

SECTION 2 - NEW OR EXTENSIVELY REMODELED FACILITIES

a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Application is required to process your application. Have you attached the Plan Review Application? Yes No

SECTION 3 - COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)

FOOD SERVICE ESTABLISHMENTS

- a. A copy of your menu will be required. Have you attached a copy of the proposed menu? Yes No
- b. Attach appropriate label, placard, or menu notation for the consumer advisories if you serve:
 - Wild Mushrooms Unpasteurized juices Farmed halibut, salmon, or sablefish
 - Raw/undercooked animal foods such as beef, shell eggs, lamb, pork, poultry, seafood, and shellfish.
- c. Methods of food preparation (check the one that most closely describes the establishment):
 - Assembly of Ready to Eat Foods Cook and Serve
 - Hot or cold Service for 2 hours or more is done
 - Complex (Preparation 1 day or more in advance, cooling and reheating is done).
- d. Style of Service: Counter Service Self Service (i.e. buffet line, salad bar) Table Service Other:
- e. Do you plan to operate as a caterer? Yes No
If yes, list all the equipment used to protect food from contamination and maintain product temperature during:
Transportation: _____ Hot or Cold Holding: _____

AMCO RECEIVED

DEC 19 2019

JUN 1 2020

Permit ID(s)

Establishment Name(s) Great Northern Manufacturing, Inc.

f. Will your food establishment be a kiosk or mobile unit? Yes No

Are employee toilets available within 200 feet? Yes No
If you have an agreement with another business to use their restrooms, please attach written verification.

Portable water tanks, plumbing, and hoses are NSF or FDA approved components? Yes No

If you have a kiosk, is it located outside of a building? Yes No

Will you have a service provide water or remove wastewater? Yes No
If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency.

g. Will another permitted food establishment (commissary) provide support to your facility? If yes, attach a copy of the Commissary Agreement. Yes No

FOOD PROCESSORS

a. A copy of a label for each type of product you will produce is required. Have you attached food labels of each product to be produced? Yes No

b. Describe who you will be distributing your product to (i.e. grocery stores, etc):

c. Will you be doing any of the following processes? Check all that apply.

Reduced Oxygen Packaging Smoking Other:

Low Acid Canned Foods Curing

Shelf Stable Acidified Foods Dehydrating

Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.

d. Do you have a HACCP Plan? Yes No N/A
Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing low acid foods, reduced oxygen packaging, etc.

e. You are required to have a product coding system and a recall plan. Have you attached a copy of the coding system and recall procedures? Yes No

MOBILE RETAIL VENDOR SELLING SEAFOOD

a. A list of products that you will be selling is required. Have you attached a copy of the list of products? Yes No

b. Provide names of suppliers where you will be purchasing your product:

c. Will all of your product be prepackaged? Yes No

d. Will another permitted food establishment (commissary) provide support to your facility? If yes, attach a copy of the Commissary Agreement. Yes No

MACHINES VENDING POTENTIALLY HAZARDOUS FOODS

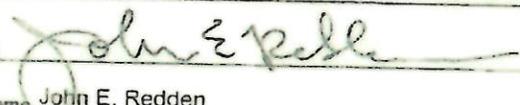
a. Have you attached the label that will be affixed to the front of each machine with name, physical address, and phone number of the permitted food establishment servicing the machine? Yes No

SECTION 4 - Food Managers Certification/Alaska Safe Food Worker Card

a. Have you attached a copy of a Food Manager's Certification? Yes No N/A
The operator of a food establishment that serves and prepares unwrapped or unpackage food, except for a bar, tavern, or limited food service, must have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment.

b. Does everyone who works or will work at the food establishment have a Food Worker Card? Yes No N/A
An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department for each employed food worker and make the copy available to the Department upon request.

I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.

Applicant's Signature  Date 6/11/2019

Applicant's Printed Name John E. Redden Title General Counsel, GNCI

COMMERCIAL SUBTENANCY AGREEMENT

7801 King Street, Suite 101, Anchorage, Alaska 99518

- 1. INTRODUCTION:** Great Northern Cultivation, Inc. ("Lessor" or "Master Tenant") rents to Great Northern Manufacturing, Inc. ("Subtenant"), and Subtenant agrees to rent the autonomous portion of the building designated as Unit 101 and licensed as a marijuana concentrate manufacturing facility ("Unit 101") located 7801 King Street, Anchorage Alaska 99518 ("Premises"). Master Tenant and Subtenant hereinafter shall be referred to individually as Party and collectively as Parties.
- 2. Term:** The term of this subtenancy shall commence upon final approval by the Alaska Marijuana Control Board of the transfer of License #10301 and the Municipality of Anchorage of License #M10301 to Subtenant and shall continue from month to month until the termination of the underlying commercial lease agreement.
- 3. RENT:** The initial monthly base rent for the Premises shall be \$5,000. All rent is due and payable in advance on the first (1st) day of each and every month (the "Due Date") without offsets, deductions or credits. Subtenant agrees to pay rent by cash to Master Tenant. Master Tenant may designate in writing an alternate method of rent payment. Subtenant bears the risk of loss or delay of any payment. Rent for any partial month shall be at the rate of 1/30th of the monthly rent per day no matter the actual number of days in the month. Master Tenant may apply any payment made by Subtenant to any obligation of Subtenant to Master Tenant notwithstanding any dates or other direction from Subtenant that accompanies any such payment. Any attempts by Subtenant to allocate a payment in any other way shall be null and void.
- 4. SECURITY DEPOSIT:** Before the commencement of the term, Subtenant shall pay a security deposit of \$10,000 (the "Security Deposit"). No trust relationship between Master Tenant and Subtenant is created because of the Security Deposit and Master Tenant may commingle the Security Deposit with other funds of Master Tenant. Master Tenant may retain such amounts of the Security Deposit as allowed by law, including, but not limited to, Subtenant's obligation to restore, replace or return personal property. Master Tenant shall, within the time period allotted by law, refund any balance after such deductions to the Subtenant after the Subtenant has vacated the Premises. Subtenant shall not be deemed to have vacated the Premises for purposes of this paragraph until a) Subtenant returns to Master Tenant all keys, including garage door opener, if applicable, to the Premises, and b) Subtenant has surrendered the Premises to Master Tenant free and empty of all persons claiming any right to possess the Premises. Any balance of the Security Deposit and an accounting of any deductions therefrom will be mailed to Subtenant at the Premises unless Subtenant provides, in writing to Master Tenant, a mailing address to which the balance, if any, of the Security Deposit and the accounting should be sent. Master Tenant's check or other draft refunding any balance of the Security Deposit may be made in the name of the original Subtenant regardless of the party who in

Subtenant Initials:

gab

Page 1 of 7

AMCO

DEC 19 2019

AMCO

MAR 13 2020

fact made the deposit and regardless of the identity of the persons then occupying the Premises. Subtenant may not apply the Security Deposit, nor any portion thereof, to the last month's rent. If any portion of the Security Deposit is applied by Master Tenant to any obligations of Subtenant at any time during the tenancy, Subtenant must, upon (5) five days written notice, reinstate the Security Deposit to its full original amount.

5. **LATE PAYMENTS:** Subtenant and Master Tenant agree that Master Tenant will sustain costs and damage as a result of any late payment of rent but that it will be extremely difficult to determine with specificity the actual amount of that damage. Therefore, Subtenant agrees to pay a late charge of 5% of the base rent, for any payment of rent not received by Master Tenant within five (5) calendar days of the Due Date. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that Master Tenant will incur by reason of late payment by Subtenant. The provision for payment of a late charge does not constitute a grace period and Master Tenant may serve a 3-Day Notice to Pay Rent or Quit on the day after the Due Date.
6. **USE OF OCCUPANCY:** The Premises are leased for use as marijuana concentrate manufacturing facility in accord with the Operating Plans and Premises Diagrams approved by the Marijuana Control Board for #10301 and for no other purpose.
7. **ROOF/FIRE ESCAPES:** Use of the roof and/or the fire escapes by Subtenant and/or guests is limited to emergency egress only. No other use is permitted, including but not limited to, the placement of personal property.
8. **STORAGE:** Storage outside of the Building located on the Premises is not provided under this Agreement.
9. **PARKING:** Parking is included under this Agreement but limited to the striped parking spaces located in front of the Building.
10. **ASSIGNMENT AND SUBLETTING:** SUBTENANT MAY ASSIGN OR SUBLET THE WHOLE OR ANY PORTION OF THE PREMISES UPON THE PRIOR WRITTEN CONSENT OF THE MASTER TENANT WHICH SHALL NOT UNREASONABLY BE WITHHELD.
11. **TOBACCO AND CANNABIS CONSUMPTION:** Consumption of tobacco or cannabis is not permitted on the Premises, including without limitation smoking, vaping, ingesting edibles, using smokeless tobacco, droppers, cigars, or cigarettes; cannabis and/or tobacco of any kind are not permitted in or about any area of the Premises, or within 25 feet of the Building. No cigarette butts or other smoking related refuse shall be disposed of on the grounds of the Premises. The failure to abide by the covenant shall constitute a material breach of this Agreement and is a just cause for eviction.

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12. **UTILITIES:** Subtenant shall be responsible for all utilities and services. Subtenant agrees to comply with any energy or water conservation programs implemented by Master Tenant. Nothing contained herein prevents Master Tenant from passing through to Subtenant utility costs as provided by law. Subtenant shall provide access to the Premises for the installation of utility and communication lines and services to Master Tenant and its agents.
13. **MAINTENANCE AND REPAIRS:** Subtenant shall, at Subtenant's expense, at all times maintain the Premises, fixtures, and appliances, if any, in a clean and good condition and shall surrender the same upon termination of tenancy in the same condition as received (except normal wear and tear). Subtenant understands that Subtenant is responsible for the cost of repair of all damages in or about the Premises whether caused by Subtenant, Subtenant's guests or Subtenant's invitees. Except in an emergency, maintenance and repair requests must be made in writing and delivered to Master Tenant or its Agent. Such notice shall also be deemed permission to enter the Premises to perform such maintenance or repairs and the paragraph referring to ENTRY AND INSPECTION herein unless otherwise specifically requested in writing, by Subtenant. Subtenant, however, may not place any unreasonable restrictions upon such access or entry. The Premises shall be rebuttably presumed to be in a safe and habitable condition unless and until written notice to the contrary is received by Master Tenant. It is also hereby understood that Subtenant shall not make changes to the interior or exterior of the Premises or building without the prior written consent of Master Tenant. Subtenant also acknowledges that the Premises and the Building from time to time may require renovations or repairs to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the building or Premises and may inconvenience Subtenant. Subtenant agrees that any such loss shall not constitute a reduction in services or otherwise warrant a reduction in rent.
14. **ALTERATIONS:** Subtenant shall not remodel, renovate, paint, refinish floors, or otherwise alter the Premises, or any other parts of the Building without prior written consent of Master Tenant. Subtenant shall not install nor operate any machinery or fixtures on the Premises without prior written consent of Master Tenant.
15. **LOCKS AND SECURITY:** Subtenant's locks and security system shall at all time comply with the Operating Plans and Security Plans approved by the Marijuana Control Board for Licenses #10299 and #10301.
16. **DAMAGES TO PREMISES:** If the Premises are damaged by fire, flood, earthquake, or from any other cause so as to render them inoperable, and therefore destroyed, the tenancy may be terminated at Master Tenant's sole discretion.

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17. ENTRY AND INSPECTION: Master Tenant shall have the right to enter the Premises pursuant to Alaska State Statute, in addition, Master Tenant shall have the right upon reasonable notice and escort by Subtenant in accord with state and local marijuana regulations to enter the Premises to inspect for possible health risks, defects, code violations, necessary repairs or maintenance or to exhibit the Premises to real estate professionals for purposes of sale. Master Tenant shall give Subtenant reasonable notice of its intention to enter the Premises and shall enter only when escorted by Subtenant during normal business hours, unless otherwise agreed by Subtenant.

For purposes of this paragraph, normal business hours shall be defined as 7:00 AM to 7:00 PM, every day of the week. If the Premises or the Building is required by any government agency, lender or insurer to undergo repairs or alterations, Subtenant agree to cooperate fully with Master Tenant so that all such repairs or alterations are made in as expeditious and efficient manner as possible.

18. NOTICES: Any notice which either Party may give, or is required to give, may be mailed to Master Tenant at 645 G Street, Suite 100-907, Anchorage, Alaska 99501 or such other address later designated by Master Tenant, and to Subtenant at the Premises.

19. TERMINATION: Master Tenant may terminate the lease at any time with at least 30 days prior, written notice to Subtenant of Master Tenant's intention to terminate. Upon termination, Subtenant shall completely vacate the Premises and any parking or storage areas; give written notice of Subtenant's forwarding address; and deliver all keys, furnishings, if any, and the Premises to Master Tenant in the same condition as received excepting normal wear and tear. Rent shall be due and payable through the end of the notice period. Subtenant further agrees to defend, protect, indemnify and hold Master Tenant harmless from any and all damages, lost rents, costs, expenses, losses, claims and liabilities, including attorney's fees, arising in any way out of Subtenant's failure to comply with the provisions of Master Tenant's notice. Subtenant's failure to pay any such sums within 20 days after demand shall be deemed a material breach of this Agreement. Any attempt by Subtenant to terminate this rental Agreement prior to the end of the original term shall be deemed to be a breach of this Agreement and Master Tenant shall be entitled to recover all damages occasioned thereby including leasing commissions, advertising expenses and utilities maintained to show the unit.

20. HOLDING OVER: Subtenant agrees to vacate the Premises by 7:00 PM on the termination date of this tenancy. Should Subtenant fail to vacate by said time the hold-over shall be presumed to be willful, deliberate, and without the consent of Master Tenant and Master Tenant shall be entitled to damages for the hold-over period, plus other expenses incurred due to breach of this condition of the Agreement.

21. NUISANCE: Subtenant shall not commit, nor permit to be committed, any waste or nuisance, upon in or about the Premises, nor shall Subtenant create or permit a substantial interference with the comfort, safety, or enjoyment of Master Tenant or Master Tenant's Agents, guests and/or invitees.

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22. **HOLD HARMLESS:** Master Tenant's insurance does not provide for coverage of Subtenant's personal belongings or personal liability unless as a direct and proximate result of Master Tenant's negligence. Therefore, Master Tenant strongly urges and recommends to Subtenant that Subtenant secure sufficient insurance to protect against losses such as fire, flood, theft, vandalism, personal injury, general liability, or other casualty. In the event that Subtenant elects to place such insurance, Master Tenant must be named as an "Additional Insured" on the policy and shall be provided no less than ten (10) days' notice of any cancellation or termination of the policy.
23. **INSURANCE:** Master Tenant's insurance does not provide for coverage of Subtenant's personal belongings or personal liability unless as a direct and proximate result of Master Tenant's negligence. Therefore, Master Tenant strongly urges and recommends to each Tenant that Subtenant secure sufficient insurance to protect against losses such as fire, flood, theft, vandalism, personal injury or other casualty. In the event that Subtenant elects to place such insurance, Master Tenant must be named as an "Additional Insureds" on the policy and shall be provided no less than ten (10) days' notice of any cancellation or termination of the policy.
24. **ARBITRATION AND/OR WAIVER OF RIGHT TO JURY TRIAL:** Any controversy or claim arising out of or relating to this Agreement, the tenancy between the Master Tenant and Subtenant, or any breach thereof, including the scope of this Arbitration clause shall be settled by binding arbitration administered by the Judicial Arbitration & Mediation Service or the American Arbitration Association, which service may be chosen by Master Tenant at its sole discretion, and judgment on the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The Party deemed to be the prevailing party in any arbitration action brought pursuant to this paragraph shall be entitled to reasonable attorney's fees and costs to defend and/or assert any tort, contract, or claim. Expressly excluded from this Arbitration clause are claims by Lessor against Subtenant relating to possession of the Premises (e.g. evictions, ejection and/or unlawful or forcible detainers). The Parties to the arbitration shall have the right to limited discovery as is determined necessary by the arbitrator. In the event there shall be a dispute between Master Tenant and Subtenant and either Party shall file an action against the other party concerning the Premises, or the rights and duties of either in relation thereto, the Parties agree that the matter shall be tried by the court of proper jurisdiction without a jury, and each party specifically waives the right to a jury trial in any such action.
25. **ATTORNEY'S FEES:** Should any litigation (including, without limitation, arbitration) be commenced between the Parties to this Lease concerning the Premises, or the rights and duties of either in relation thereto, each Party shall bear his or her own costs and reasonable attorney's fees in such litigation.
26. **NO WAIVER:** No failure of Master Tenant to enforce any term of this Agreement will be deemed a waiver of that term or of any other term of the Agreement. The waiver by Master Tenant of any

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term of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term of this Agreement, nor will any custom or practice which may develop between the Parties be construed to waive or to lessen the right of Master Tenant to insist upon performance by Subtenant of all the provisions of this Agreement, or support a claim of detrimental reliance by Subtenant. The subsequent acceptance of rent by Master Tenant will not be deemed to be a waiver of any preceding breach by Subtenant of any term of this Agreement regardless of Master Tenant's knowledge of such preceding breach at the time of acceptance of such rent. Master Tenant's acceptance of a partial payment of rent will not constitute a waiver of Master Tenant's right to the full amount due nor will Master Tenant's acceptance of rent paid late ever constitute a waiver of Master Tenant's right to evict Subtenant for habitual late payment of rent.

27. **CAPTIONS:** The captions in this Agreement are to assist the Parties in reading this Agreement and are not a part of the terms or provisions of this Agreement.

28. **INITIALS:** This Agreement is binding and enforceable even if a page of the Agreement is not initialed by either Party or both.

29. **ABANDONED PERSONAL PROPERTY:** Master Tenant and Subtenant hereby agree that any items of personal property left in the Premises after Subtenant vacates or is evicted shall be considered abandoned and of no value and therefore, such items may be immediately discarded by Master Tenant after termination of the tenancy without serving Subtenant with a notice of abandonment of property or storing said property for any length of time.

30. **ADDITIONAL TERMS:** The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Violation by Subtenant of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. Notwithstanding any other provision of this Agreement, each and every expressed term and condition is deemed material by the Parties.

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31. **ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire Agreement of the Parties with respect to the lease of the subject Premises, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The terms of this Agreement prevail over any terms or conditions contained in any other documentation related to the subject matter of this Agreement.

BY SIGNING BELOW, SUBTENANT HEREBY ACKNOWLEDGES READING AND UNDERSTANDING THE TERMS OF THIS AGREEMENT, AND FURTHER ACKNOWLEDGES RECEIVING A COPY HEREOF:

SUBTENANT

By: Stephen W. Brashear
Stephen W. Brashear
Its: President

MASTER TENANT

By: Stephen W. Brashear
Stephen W. Brashear
Its: President & CEO

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AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This AMENDMENT TO COMMERCIAL LEASE AGREEMENT ("Amendment") is made and entered into as of the last day written below, by and between EBH Investments, ("Landlord"), and Great Northern Cultivation, Inc., ("Tenant").

RECITALS

The following Recitals are a substantive part of this Amendment:

A. Landlord and Tenant entered into a Commercial Lease Agreement, dated May 2, 2019, calling for the lease of real property commonly known as 7801 King Street, Anchorage, Alaska 99518 ("Premises"), on a Lease term to expire on April 30, 2024 ("Lease").

B. The Alaska Marijuana Control Board requires commercial lease agreements for marijuana establishments to include disclaimers regarding Landlord access to the licensed premises, and restrictions on the ability of landlords to take possession of, or remove, marijuana from the licensed premises.

C. Landlord and Tenant desire to enter into this Amendment in order to address the concerns of the MCB.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, Landlord and Tenant hereby agree as follows:

Section 1. Entry and Inspection. Section 8.4 of the Lease is hereby amended to provide that Landlord acknowledges that, because the Premises is being utilized by Tenant as a marijuana cultivation and concentrate manufacturing facility, applicable laws and regulations require that a Tenant representative be present to serve as an escort to Landlord and Landlord's agents during any entry, and that Landlord will comply with Tenant's visitor policies at all times when accessing the Premises. In the event of any circumstances under which Landlord seeks to enter the premises and Tenant cannot be reached or does not provide access, Landlord shall contact the State of Alaska Alcohol and Marijuana Control Office ("AMCO"), or other relevant government authority, prior to any access of the Premises.

Section 2. Default by Tenant. Section 16 of the Lease is hereby amended to include that in the event of default by Tenant and any re-entry or re-possession of premises by Landlord, Landlord shall contact AMCO, or other relevant government authority, prior to any access of the Premises.

Section 3. Abandonment. Section 21 of the Lease is hereby amended to include that if Tenant abandons the Premises, is in default, or in the occurrence of any similar event causing Landlord to re-enter or take possession of the Premises, notwithstanding Landlord's right to remove personal property, Landlord shall not take into its possession or remove from the Premises any marijuana or marijuana product and shall contact AMCO, or other relevant government authority, for guidance.



Landlord



Tenant

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Section 4. Assignment and Subletting. Section 12 of the Lease is hereby amended to allow Tenant the right to sublease the Premises to R.C. Tinderbox, LLC until such time as R.C. Tinderbox, LLC lawfully transfers their marijuana licenses to Tenant and its affiliate, Great Northern Manufacturing, Inc. Landlord further authorizes Tenant to sublease relevant portions of the Premises to Great Northern Manufacturing, Inc. upon the transfer of the marijuana concentrate manufacturing license.

Section 5. Effect on Lease. Except as expressly set forth herein, the terms and conditions of the Lease shall remain in full force and effect. In the event of any inconsistency between the Lease and this Amendment, the terms of this Amendment shall control.

Section 6. Entire Agreement; Conflicts. This Amendment and the Lease contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Lease shall not be modified or altered except in writing signed by both parties.

Section 7. Execution. This Amendment may be executed in duplicate original counterparts each of which shall constitute one and the same instrument.

The parties hereto have executed this Amendment as of the last date written below.

LANDLORD		TENANT	
By:		By:	
Its:	Gary Brey Partner and Authorized Representative	Its:	Stephen W. Brashear President
Date:	8-16-19	Date:	08/16/2019


Landlord


Tenant

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COMMERCIAL LEASE AGREEMENT

7801 KING STREET, ANCHORAGE, ALASKA 99518

THIS LEASE AGREEMENT ("Lease") is made and entered into, on the last day written below, by and between E B H Investments, an Alaska partnership ("Landlord"), and Great Northern Cultivation, Inc., an Alaska corporation ("Tenant"), for the premises commonly known as 7801 King Street, Anchorage Alaska 99518 ("Premises").

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which consists of land and a building containing approximately 16,000 square feet. The Premises are legally described as:

Lot Ten (10), Block Six (6), DIMOND INDUSTRIAL CENTER, ADDITION NO. 1, according to the official plat thereof, filed under Plat Number 80-49, Records of the Anchorage Recording District, third judicial District, State of Alaska; and

SUBJECT TO covenants, conditions, restrictions, reservations, easements, rights-of-way and agreements of record.

The Premises include, without limitation, the building and all improvements situated thereon.

2. Term.

2.1. Term. The term ("Term") of this Lease shall be sixty (60) months from May 1, 2019 (the "Lease Commencement Date") through April 30, 2024, with an option to renew as provided below. Provided that Tenant is in compliance with its obligations arising pursuant to the terms of this Lease, possession of the Premises shall be provided to Tenant on the Lease Commencement Date.

2.2. Option to Renew. If Tenant is not in Default hereunder, Tenant, at its option, may obtain a renewal ("Extension Term") of this Lease for an additional sixty (60) months upon the terms and conditions herein stated, except for the amount of the Base Rent. Tenant shall exercise this option to renew by giving Landlord written notice of intention to renew not less than 180 days prior to the expiration of the original Term.

2.3. Early Termination. In the event Tenant, despite best efforts and at no fault of its own, is unable to obtain an Alaska state license and municipal use permit approvals for a standard marijuana cultivation facility, or there are changes in the Alaska state statute or Anchorage municipal code that make the business of Tenant illegal, Tenant may, at Tenant's election, terminate this Lease. Such termination of the Lease means termination Tenant's right to occupy the leased Premises and termination of Tenant's obligation for payment of rent for the remainder of the Term or Extended Term of the Lease. Such termination of the Lease does not release Tenant from any other obligation arising pursuant to the terms of this Lease. In such event Landlord shall retain, as liquidated damages all payments and deposits paid by or on behalf of Tenant. Landlord and Tenant acknowledge that Landlord's damages in such an event are difficult to precisely measure, but that said sum is a reasonable

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approximation of those damages. This release and liquidated damages provision is not applicable in any circumstances other than those expressly set forth in this paragraph.

3. Rent.

3.1. Base Monthly Rent. Tenant shall pay to the Landlord, at Landlord's address specified below or at such other place as Landlord may hereinafter designate, on or before the first day of the calendar month and on or before the first day of each succeeding calendar month succeeding the Rent Commencement Date recited above during the Lease Term and any Extension Term.

The base monthly rent ("Base Rent") for the Term and Extension Term shall be as follows:

	<u>Term</u>		<u>Rent Amount</u>
May 1, 2019	To	May 31, 2019	\$0
June 1, 2019	To	June 30, 2019	\$0
July 1, 2019	To	July 31, 2019	\$10,000.00
Aug. 1, 2019	To	Aug. 31, 2019	\$10,000.00
Sept. 1, 2019	To	Sept. 31, 2019	\$15,000.00
Oct. 1, 2019	To	April 30, 2020	\$18,400.00
May 1, 2020	To	April 30, 2021	\$18,952.00
May 1, 2021	To	April 30, 2022	\$19,520.56
May 1, 2022	To	April 30, 2023	\$20,106.17
May 1, 2023	To	April 30, 2024	\$21,312.54
	<u>Extension Term</u>		
May 1, 2024	To	April 30, 2025	\$21,951.92
May 1, 2025	To	April 30, 2026	\$22,610.48
May 1, 2026	To	April 30, 2027	\$23,288.79
May 1, 2027	To	April 30, 2028	\$23,987.45
May 1, 2028	To	April 30, 2029	\$24,707.08

3.2. Late Charges. In addition to all other remedies at law available for nonpayment, if the amount due from Tenant is not received by Landlord on or before the 10th day following the date upon which such amount is due and payable, a late charge of \$75.00 per day shall become due and payable as additional rent hereunder, which represents a fair and reasonable estimate of the processing and accounting costs that Landlord will incur by reason of such late payment.

4. Security Deposit. Contemporaneously with the Tenant's payment of Base Rent for the rental period beginning on July 1, 2019, Tenant shall pay Landlord \$20,000 as a security deposit ("Deposit"). If Tenant fails to pay Base Rent or other charges due hereunder, or otherwise Defaults with respect to any provision of this Lease, Landlord may use, apply, or retain all, or any portion, of said Deposit for the payment of any Base Rent or other charge in Default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's Default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby.

5. Landlord's Title-Quiet Enjoyment.

5.1. Landlord's Authority. Landlord represents and warrants to Tenant that it has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder.

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5.2. Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rent and all other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term and any Extension Term of this Lease.

5.3. Memorandum Lease. Landlord and Tenant shall, upon written request by either, simultaneously with execution of this Lease, execute a Memorandum of this Lease which may be recorded by either party immediately after execution at the expense of the party requesting the recording. Tenant may not record this Lease.

5.4. Covenant of Use. Landlord makes no representations or warranties to Tenant as to the suitability of the Premises for Tenant's intended purposes. Tenant is responsible for confirming that Tenant's intended use is authorized by applicable law; covenants, conditions, restrictions and easements affecting title, which may appear in the public record, including those shown on any recorded plat or survey; and the Municipality of Anchorage Municipal Code. With regard to all such matters, Tenant is relying on its own investigations and such inspections and studies as it chooses to conduct.

6. Utilities. Tenant shall pay promptly when due all charges for water, sewer, garbage disposal, telephone, electricity, cable, heat, gas, power, and any other utilities or services and like charges, including any fire protection or security charges, furnished to or consumed upon the leased Premises. Landlord shall not be liable for any failure or interruption of utilities or other services to the Premises, unless such failure is caused by the sole negligence of Landlord, or Landlord's agents or employees.

7. Taxes and Assessments.

7.1. Real Estate Taxes and Assessments. Tenant shall pay all real estate taxes and assessments on the Premises prior to their due date beginning on the Lease Commencement Date. Until the Lease Commencement Date, the Property Tax shall be Landlord's full and sole responsibility. If Tenant late pays such real estate taxes or assessments, Tenant shall also pay any interest, fees and penalties arising as a result of the late payment. Real property taxes for the first and last calendar year of this Lease shall not be prorated, but rather paid in their entirety by Tenant. Landlord agrees to ensure that Tenant receives all invoices or statements for taxes due at least fourteen (14) days prior to such taxes being due. Upon demand by Landlord, Tenant shall provide proof of payment of such taxes and assessments. If Tenant fails to pay real property taxes and assessments when due, Landlord may, at its option, pay the same, and the amount paid by Landlord, including any interest and penalties thereon, shall immediately be due and payable, with interest at 1.5% per month, or the maximum legal rate if applicable. Such payment by Landlord shall be in addition to all other remedies at law which may be available to Landlord for the Default by Tenant. Landlord shall provide to Tenant, upon receipt, all documents and notices concerning change in value (for real estate tax purposes) of the Premises. Tenant, at Tenant's expense, may contest any such real property taxes or assessments in any manner permitted by law, in Tenant's name, and, whenever necessary and required by law, in Landlord's name. Landlord shall cooperate with Tenant and execute any documents or pleadings required for such purposes, provided that Landlord shall be satisfied that the facts set forth in such documents or pleadings are accurate, and that such execution or cooperation does not impose any obligations, expense, or liability on Landlord.

7.2. Additional Taxes. Should there presently be in effect or should there be enacted during the Term or any Extension Term of this Lease any law, statute, or ordinance levying any tax (other than

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Federal or State income taxes) directly or indirectly, in whole or in part, upon rents or the income from real estate or rental property, or increasing any such tax, Tenant shall reimburse Landlord monthly, as additional rent, at the same time as Base Rent payments are due hereunder, for the actual amount of all such taxes paid.

8. Repairs, Maintenance and Condition of Premises.

8.1. Condition of Premises. Tenant acknowledges that it has inspected the leased Premises and that the leased Premises are in good condition and suitable for Tenant's intended use. Tenant accepts the Premises "as is" in their current condition. No warranties or representations concerning the condition or suitability of the Premises for intended uses have been made. Landlord will provide the Premises to Tenant "broom clean" and free of debris.

8.2. Maintenance and Repair. Landlord shall be responsible for maintaining the structural integrity of the building and the roof. Landlord has no other maintenance or repair obligations. Tenant shall, at its own expense, at all times keep all other aspects of the Premises and all other systems in good order and repair, maintained, and, upon termination of this Lease, Tenant shall deliver the leased Premises to Landlord in as good a condition as when delivered to Tenant. Tenant shall be responsible for snow and ice removal, sanding, and maintaining landscaping. If the Tenant does not make such repairs promptly and adequately, or fails to maintain the Premises in good repair, Landlord may (but is not required to) make repairs on ten (10) days' notice to the Tenant, and Tenant shall pay promptly the cost thereof, as additional rent, on the next rent date thereafter. The right of Landlord to make such repairs shall be without prejudice to any rights it may have because of Tenant's failure to make such repairs.

8.3. Alterations. Tenant, at its sole cost and expense, may make alterations, additions, and improvements to the Premises (including without limitation upgrades to the power service) with Landlord's prior written consent, which shall not be unreasonably withheld. Tenant shall submit all plans to Landlord for written approval prior to submitting applications for permits. Landlord shall review and return Tenant's proposed plans within fifteen (15) business days after actual receipt of the proposed plans from Tenant.

In the performance of such work, Tenant shall hold Landlord harmless from any damage, loss or expense, and shall comply with all laws, ordinance, rules and regulations of any public authority, obtaining all necessary permits, approvals or authorizations. All such alterations, additions and improvements to the Premises (except trade fixtures and Tenant's installed heating and cooling systems) shall be the property of Landlord, and shall be surrendered with the Premises upon termination of the Lease. However, upon demand by Landlord given at least thirty (30) days prior to the end of the Lease Term or any Extension Term, Tenant shall remove any alterations, additions or improvements made by Tenant or R.C. Tinderbox, LLC, designated by Landlord to be removed, at Tenant's sole cost and expense. In such event, Tenant shall repair any damage to the Premises caused by such removal, and as far as possible, return the Premises to their condition prior to making of any such alterations, improvements or additions.

Notwithstanding the above, if Tenant has fully performed this Lease and is not in default, then prior to the end of the Term or any Extension Term of this Lease, Tenant shall have the right to remove all trade fixtures, including, without limitation, heating and cooling systems located on the Premises which were installed by the Tenant. However, in such event, Tenant shall repair all damage caused to

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the Premises by such removal, returning the Premises, as far as possible, to their condition prior to installation of such trade fixtures.

Further, trade fixtures shall not be deemed to include any building structures, ventilation, plumbing or electrical equipment installed on the premises. Trade fixtures shall also not be deemed to include any fixtures relating primarily to general usage of the building or premises, as opposed to fixtures specifically used for the operation of the tenant's particular type of business.

Landlord and Tenant shall equally share in the cost of any improvement to the Chugach Electric power supply to the building located at the Premises. Landlord's max contribution shall be capped at \$15,000.00, regardless of whether the total cost of the improvement exceeds \$30,000.

SB
Tenant Initials

[Signature]
Landlord Initials

8.4. Entry and Inspection. Upon no less than twenty-four hour notice, Tenant will permit Landlord or its agents to enter the Premises during business hours, hereinafter defined as from 7:00 a.m. to 6:00 p.m. on weekdays and from 8:00 a.m. to 1 :00 p.m. on Saturdays, excluding legal holidays to inspect, clean, repair, alter, or improve the Premises, or to show the Premises to prospective purchasers or tenants. In exercising its rights under this section, Landlord will not unreasonably interfere with the conduct of Tenant's business. Landlord's agent or employee shall be over the age of 21 and shall comply with Tenant's visitor policy pursuant to state and local regulations.

8.5. Americans with Disabilities Act. During the Term or any Extension Term of this Lease, it is the sole responsibility of the Tenant to manage and operate the Premises in compliance with all applicable Americans with Disabilities Act ["ADA"] requirements. Landlord is specifically, and in all ways, to be indemnified, defended, and held harmless by Lessee in regard to any ADA non-compliance claims, issues, building modifications or mitigation required to the Premises as the result of the Americans with Disabilities Act.

9. Use of Premises.

9.1. Nature of Use. Tenant shall use the Premises for any lawful purpose consistent with the standard marijuana cultivation facility license and marijuana concentrate manufacturing license lawfully associated with the Premises, in accord with Alaska state statutes and the Municipality of Anchorage Municipal Code, and for no other uses except as Landlord may approve in writing. Tenant shall not make or permit any use of the Premises which may invalidate any policy of insurance covering the Premises or its contents. In case of any increase in premium resulting from Tenant's use, Tenant shall pay the amount thereof, without prejudice to any other right or remedy of Landlord.

9.2. Hazardous Substances.

9.2.1. Presence and Use of Hazardous Substances. Unless otherwise set forth in this Section 9.2, Tenant shall not, without Landlord's prior written consent, keep on or around the Premises or Common Areas, for use, handling, disposal, treatment, generation, storage or sale, any "Hazardous Substance" hereinafter defined as any "Permitted Hazardous Substances" as defined below, which are hazardous or toxic substance, or waste, regulated pursuant to any federal, state or local environmental

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law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act, and the Occupational Safety and Health Act due to its potential harm to health, safety or welfare of humans or the environment.). With respect to any such Hazardous Substances, Tenant shall:

9.2.1.1. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

9.2.1.2. Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

9.2.1.3. Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, handling, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations;

9.2.1.4. Allow Landlord or Landlord's agent or representative to come on the Premises during business hours. and upon reasonable notice to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances;

9.2.1.5. Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

9.2.1.6. Comply with all applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

9.2.1.7. Tenant may store and use any hazardous, toxic, infectious or dangerous substances lawfully permitted and generally recognized as necessary and appropriate for the Permitted Use as (i) such storage and use is in the ordinary course of operating a Permitted Use; and (ii) such storage and use is performed in compliance with all applicable laws, rules, or regulations, and in compliance with commercially reasonable standards prevailing in the industry for storage and use of such substances ("Permitted Hazardous Substances"). In addition to the foregoing, Tenant will comply with any inspection requirement required by any federal, state or local regulatory agencies because of the Tenant's use of such Permitted Hazardous Substances. Tenant acknowledges the use of the following "Permitted Hazardous Substances" as part of Tenant's Permitted Use include: fertilizers and other nutrients for the production and growing of marijuana and Co2 for use in growing and processing cannabis. Tenant hereby agrees not to add to or materially alter the type or quality of the items on the list for Permitted Hazardous Substances, without notifying Landlord of such additions or material alterations.

9.2.2. Clean up Costs, Default and Indemnification.

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9.2.2.1. Tenant shall be fully and completely liable to Landlord for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, handling, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Premises, Common Areas, or the building of which the premises are a part.

9.2.2.2. Tenant shall indemnify, defend and save Landlord harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon Landlord (as well as Landlord's reasonable attorneys' fees and costs) as a result of Tenant's use, handling, disposal, transportation, generation and/or sale of Hazardous Substances. 9.2.2.3 Upon Tenant's default under this Section, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies: (i) At Landlord's option, to terminate Tenant's right to occupy the premises immediately; (ii) To recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Landlord, any and all damages and claims asserted by third parties and Landlord's reasonable attorneys' fees and costs.

9.2.3. Landlord Indemnification. Landlord shall indemnify, defend and hold harmless the Tenant, its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation any and all sums paid for settlement, claims, reasonable attorneys' fees, consulting and expert fees) in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, to the extent that the Hazardous Substances were present on the Premises prior to the commencement of the Lease Term.

9.3 Disposal of Non-Hazardous Waste Materials. All non-hazardous waste materials shall be disposed of by Tenant properly and in accordance with all applicable laws and regulations.

9.4 Compliance with Law. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any state law, statute, zoning restriction, ordinance or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all state laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. Notwithstanding the foregoing, Landlord understands and agrees that Tenant intends to use the property for the production and processing of marijuana and marijuana related products as allowed by Alaska state law and the regulations promulgated thereunder.

10. Insurance; Indemnity.

10.1 Public Liability Insurance. Tenant, at its own expense, shall procure and maintain in effect comprehensive public liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily and personal injury or death to any one-person; with minimum of not less than Two Million Dollars (\$2,000,000.00) for bodily and personal injury and death to more than one person; and with limits of not less than Three Hundred Fifty Thousand Dollars (\$350,000.00) with respect to damage to property. In no event shall the limits of said policies be

considered as limiting the liabilities of Tenant under this Lease. The above-stated minimum policy limits shall be subject to periodic review by the Landlord.

10.2 Casualty Insurance. Tenant, at its expense, shall maintain in effect policies of insurance covering (a) the Premises, leasehold improvements, fixtures and equipment located on the Premises, for the full replacement value, and providing protection against any peril included within the classification "Fire and Extended Coverage," together with insurance against sprinkler damage (if the building has a sprinkler system installed), vandalism and malicious mischief; and (b) all plate glass on the Premises. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the Premises, leasehold improvements, fixtures, equipment and plate glass so insured.

10.3 Insurance Policies. All insurance policies (except the fire and extended coverage insurance on Tenant's personal property) shall name Landlord as additional insured and shall be with companies and with loss payable clauses satisfactory to Landlord, and copies of policies or certificates evidencing such insurance shall be delivered to Landlord by Tenant. No such policy shall be cancelable or amendable except after thirty (30) days' written notice to Landlord. Whenever in Landlord's reasonable business judgment, good practice and changing conditions indicate a need for additional and /or different types of insurance coverage, Tenant shall obtain such insurance at its expense upon request from Landlord.

If Tenant does not maintain or procure required insurance, after 10 days written notice to Tenant, Landlord may [but is not required to] procure and obtain such insurance. The cost of any such insurance obtained by Landlord shall be additional rent which will be due and payable upon demand.

10.4. Waiver of Subrogation. Landlord and Tenant mutually agree to waive their right of recovery against each other, and their respective officers, members, shareholders, employees or agents, for losses or damages occurring to the Premises, improvements, contents, other property of the waiving party or under its control, or business interruptions related to the loss or damage to such property. However, the parties agree that this waiver applies only to losses covered by valid and collectible insurance, and only to the extent that such insurance applies, and not in excess of the amount collectible from such insurance. The waiver shall not apply to damages in excess of the amount collectible from such insurance. Permission to grant this waiver is to be included in the provisions of the insurance policies now carried by both Landlord and Tenant. The continuation of this mutual waiver of subrogation is subject to the insurance continuing to grant this option on renewal policies.

10.5. Indemnification of Landlord. Landlord shall not be liable for any loss, injury or death to persons or damage to property, in or about the Premises, from any cause, which at any time may be suffered by Tenant or by its invitees or employees or agents, except to the extent caused by the sole negligence or willful misconduct of Landlord, its employees, agents and contractors. The Tenant agrees to indemnify, defend, and save Landlord, its employees and its agents, harmless from any and all claims and expenses, including reasonable attorney's fees and costs, and litigation-related expenses arising out of such injury, death, or damage, however occurring, on or about the Premises.

10.6. WAIVER. LANDLORD AND TENANT SPECIFICALLY AGREE THAT THE PROVISIONS OF THIS SECTION 10 ALSO APPLY TO ANY CLAIM OF INJURY OR DAMAGE TO THE PERSONS OR PROPERTY OF TENANT'S EMPLOYEES, AND TENANT ACKNOWLEDGES AND AGREES THAT AS TO SUCH CLAIMS, TENANT, WITH RESPECT TO LANDLORD, DOES HEREBY WAIVE ANY RIGHT OF IMMUNITY WHICH

TENANT MAY HAVE UNDER INDUSTRIAL INSURANCE AND UNDER ANY SUBSTITUTE OR REPLACEMENT STATUTE. THIS WAIVER AND AGREEMENT WAS SPECIFICALLY NEGOTIATED BY LANDLORD AND TENANT AND IS SOLELY FOR THE BENEFIT OF LANDLORD AND TENANT AND THEIR SUCCESSORS AND ASSIGNS AND IS NOT INTENDED AS A WAIVER OF TENANT'S RIGHTS OF IMMUNITY UNDER SAID INDUSTRIAL INSURANCE OF ANY OTHER PURPOSE.

SB
Tenant Initials

[Signature]
Landlord Initials

11. Reconstruction and Restoration.

11.1. Minor Damage. If during the Term or any Extension Term, hereof, the Premises are damaged by fire or other perils covered by the fire and extended coverage insurance on the Premises, and such damage is not "substantial," Landlord shall promptly repair such damage at Landlord's expense after the application of all insurance proceeds, and this Lease shall continue in full force and effect.

11.2 Substantial Damage. If during the Term or any Extension Term hereof the Premises are destroyed or damaged by fire or other perils covered by the insurance, and if such damage is "substantial," Landlord may at its option either (a) promptly repair such damage at Landlord's expense after the application of all insurance proceeds, in which event this Lease shall continue in full force and effect, or (b) cancel this Lease as of the date of such damage, by giving Tenant written notice of its election within thirty (30) days after the date Tenant notifies Landlord of such damage. Notwithstanding any other provision in this Section, if damage to the Premises is caused by Tenant, and such damage is not subject to waiver of subrogation under Section 10, then Tenant shall be responsible for repair and Base Rent shall not abate during the repair period.

11.3 Abatement of Rent.

11.3.1. If the Premises are destroyed or damaged and Landlord repairs or restores them under this section, Tenant shall continue the operation of its business in the Premises to the extent reasonably practicable, and the Base Rent payable hereunder for the rental period during which such damage, repair or restoration continues shall be abated in proportion to the proportion of usable Premises space compared to the total Premises space.

11.3.2. If Landlord shall be obligated and use best efforts to repair or restore the Premises under this Section and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, or if the estimated repair time is greater than 180 days, Tenant may at its option cancel this Lease as of the date of occurrence of such damage by giving landlord notice of its election to do so at any time prior to the commencement of such repair or restoration and/or sue for damages caused Tenant by Landlord's breach, and/or obtain an order specifically enforcing Landlord's obligations to repair and restore. All of said remedies shall be cumulative.

11.4. Definition of "Substantial." For the purpose of this Section 11, "substantial" damage to the Premises shall mean damage to the Premises the estimated cost of repair of which exceeds fifty percent (50%) of the then estimated replacement cost of the improvements to the Premises, or uninsured or underinsured damage exceeds six (6) months monthly rent in effect.

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12. Assignment and Subletting. Tenant shall not either voluntarily or by operation of law assign, sell, or otherwise transfer this Lease or any of Tenant's rights hereunder, or sublet the Premises or any portion thereof without Landlord's written consent in each instance, which shall not be unreasonably denied or delayed. The sale or assignment of any stock or interest in Tenant (for other than security purposes) in the aggregate in excess of forty-five percent (45%) in any two-year period, shall be deemed an assignment within the meaning and provisions of this Section. Tenant agrees to reimburse Landlord for Landlord's reasonable costs and attorney's fees incurred with the documentation of such assignment, subletting or other transfer of this Lease or Tenant's interest in and to the Premises.

13. Condemnation.

13.1. Entire or Substantial Taking. If the entire Premises, or so much thereof as to make the balance not reasonably adequate for the conduct of Tenant's business (notwithstanding restoration by Landlord as herein provided) shall be taken under the power of eminent domain, the Term or any Extended Term of this Lease shall automatically terminate on the date the condemning authority takes possession.

13.2. Partial Taking. In the event of any taking under the power of eminent domain which does not so result in a termination of this Lease, the monthly Base Rent hereunder shall be reduced, effective on the date the condemning authority takes possession, in the same portion as the value of the Premises after the taking relates to the value of the Premises prior to the taking. Landlord shall promptly, at its sole expense, restore the portion of the Premises not taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

13.3. Awards. Any award for taking of all or any part of the Premises under the power of eminent domain shall be the property of the Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee. Nothing herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to or cost of removal of Tenant's trade fixtures and removable personal property, or for damages for cessation or interruption of Tenant's business.

14. Liens and Encumbrances. Tenant agrees that it will pay all costs for work done or caused to be done by it on the Premises, and Tenant will keep the Premises free and clear of all mechanic's and other liens on account of work done for Tenant or persons claiming under Tenant. Should any claim of lien be filed against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall promptly give the other party written notice thereof. In the event a dispute between Tenant and a third party having lien rights arising from work performed for Tenant, results in litigation to enforce such lien right in which Landlord or any party deriving rights from Landlord is named a party defendant, defense of such action shall, at Landlord's option immediately be assumed by Tenant. Tenant shall appear and defend Landlord and any parties deriving interest through Landlord or shall pay any costs or attorney's fees incurred by Landlord or parties deriving interest through Landlord in respect to their own defenses to such action and shall indemnify and hold Landlord and parties deriving interest through Landlord harmless from any judgment arising out of such litigation.

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15. Surrender of Premises.

15.1. Surrender of Premises. Tenant shall promptly surrender possession of the Premises to Landlord upon the expiration or prior termination of the Lease. Subject to the provisions of Section 8.3, the Premises shall be surrendered in the same condition as they were at the commencement of the R.C. Tinderbox lease term on or about May 16, 2016, normal wear and tear excepted, damages covered by insurance excepted, and acts of God or the elements excepted.

15.2. Holding Over. Any holding over by Tenant after the expiration or termination of the Lease shall be construed to be a tenancy for a month-to-month, on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy. During such tenancy, the Tenant agrees to pay the Monthly Rental in effect immediately prior to commencement of the holding over, times 125%.

15.3. Sub-Tenancies. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, terminate all and any existing sub-tenancies, or may, at the option of Landlord, operate as an assignment to it of any and all such sub-tenancies.

16. Default by Tenant.

16.1. Default. The occurrence of any one or more of the following events shall constitute breach of this Lease by Tenant ("Default").

16.1.1. Failure to Pay Rent. The failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) business days after written notice thereof by Landlord is received by Tenant.

16.1.2. Failure to Perform. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by the Tenant, other than payment of Base Rent, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord is received by Tenant; provided, however, that if the nature of Tenant's Default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in Default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

16.1.3. Bankruptcy. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or by the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days filing); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days after appointment of said trustee or receiver, or the filing of a petition for the appointment of the same, whichever shall first occur.

16.2. Remedies in Default. In the event of any such Default by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such Default:

16.2.1. Terminate Lease. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all past due Base Rent and other charges; the expenses of reletting the Premises, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and costs; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges called for herein for the balance of the Lease Term or any Extension Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired Lease Term or any Extension Term of this Lease. Unpaid installments of Base Rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum.

16.2.2. Continue the Lease. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned or vacated the Premises. In such event Landlord shall be entitled to enforce all Landlord's right and remedies under this Lease, including the right to recover past due Base Rent and other charges, the Base Rent and any other charges as may become due hereunder, and at Landlord's option, to recover the worth at the time of the award by the court having jurisdiction thereof of the amount by which the unpaid Base Rent and other charges called for herein for the balance of the Lease Term or any Extension Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided.

16.2.3. Reletting for Tenant's Account. Landlord may reenter and attempt to relet without terminating this Lease and remove all persons and property from the Premises (which property may be removed and stored in a public warehouse or elsewhere at the cost and risk of, and for the account of, Tenant), all without service of notice or resort to legal process and without being deemed guilty of trespass, or any liability of Landlord for any loss or damage which may be occasioned thereby. If Landlord, without terminating this Lease, either: (i) elects to reenter the Premises and attempt to relet; (ii) takes possession of the Premises pursuant to legal proceedings; or (iii) takes possession of the Premises pursuant to any notice provided by law, then Landlord may, from time to time, make such alterations and repairs as may be reasonably necessary in order to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term or any Extension Term of this Lease) and at such Base Rent and other terms as Landlord in its reasonable discretion deems advisable.

Upon such reletting, all rents received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness of Tenant (other than any Base Rent or other payments due hereunder) to Landlord; second, to the payment of any costs and expenses of obtaining possession and any such reletting, including expense of reasonable alterations and repairs, brokerage fees and reasonable attorneys' fees; third, to the payment of any Base Rent or other payments due and unpaid hereunder. If rent and any other amounts received by Landlord from reletting during any month be less than Tenant's Base Rent for that rental period paid, Tenant shall immediately pay such deficiency to Landlord. No such reentry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a notice of such intention be given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous Default. Should Landlord at any time terminate this Lease for any

Default, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such Default, including the cost of recovering the Premises, reimbursement of any brokerage fees incurred by Landlord in connection with Tenant's Lease and all Base Rent (accrued or to accrue during the term of the Lease) which, at Landlord's election, shall be accelerated and be due in full on demand.

16.2.4. Other Remedies. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises are located, including but not limited to the right to assess against Tenant an amount equal to the reasonable attorneys' fees incurred by Landlord in collecting any Base Rent or other payment due hereunder, which amount shall be due in full within ten (10) days of Tenant's receipt of the assessment by Landlord.

17. Default by Landlord. If Landlord shall be in default for more than thirty (30) days after receipt of Tenant's notice specifying such default, Tenant may incur any expense necessary to perform any obligation of Landlord specified in such notice and deduct such expense from any sums payable by Tenant under this Lease thereafter to become due or pursue any other remedy available at law, equity or by statute, including, but not limited to, damages and/or the right to terminate the Term or any Extended Term of this Lease. Provided, however, if Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be deemed in default if it commences such performance within such thirty (30) day period and uses best efforts to diligently prosecute the same to completion.

Irrespective of anything contained in this Section 16, Tenant may not deduct any expenses against any sums payable by Tenant to Landlord under this Lease unless Tenant gave Landlord at least thirty (30) days' notice in writing of the default and Tenant's intention to incur expense to cure said default. In any event, Tenant may only deduct the reasonable cost of curing said default. Provided, further, Tenant's inability to deduct said expense against any sums payable by Tenant to Landlord under this Lease shall not affect any other right or remedy of Tenant. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default.

18. Landlord's Financing.

18.1 No Existing Deed of Trust, Mortgage or Other Security Instruments. Landlord has not encumbered the leased Premises with any existing deed of trust, mortgage or other security instrument. Landlord shall provide notice to tenant of any future such encumbrance of the leased Premises.

18.2 Priority of Lease. This Lease shall automatically be subordinate to any deed of trust, mortgage and other security instruments now existing or hereafter placed on the leased Premises or any part thereof by the Landlord and all advances made or to be made thereunder. Within fifteen (15) days of presentation, Tenant shall execute, acknowledge, and deliver to Landlord (i) any subordination or nondisturbance agreement or other instrument that Landlord may require to carry out the provisions of this Section, and (ii) any estoppel certificate requested by Landlord, with any such mortgagee or beneficiary certifying in writing, if such be true, that Tenant shall be in occupancy and that the Lease is in full force and effect, and the dates to which the rent and other charges shall have been paid, and that there shall be no rental offsets or claims. Tenant shall not be obligated to execute any agreement in favor of any mortgagee or beneficiary to confirm the subordination of this Lease unless such agreement contains non-disturbance provisions reasonably acceptable to Tenant.

18.3 Cure by Tenant. If Landlord shall default in the payment of any such mortgage or otherwise fails to comply therewith, and notice of such default has been given Landlord by lender, Landlord shall have the obligation to immediately notify the Tenant of such default or failure and Tenant shall have the right and privilege of paying to the mortgagee any amount so in default, but shall have no obligation to do so. Upon tenant making any such payment, it shall be entitled to deduct the amount so paid from the rent due, until the amount of such payment shall have been fully repaid to the Tenant.

19. Signage. Prior to opening for business, Tenant may install a permanent exterior sign on the building in conformance with all local ordinances and rules. The design and plan for installation of all signs on or exposed to the exterior of the building shall be subject to prior written approval of Landlord which approval shall not be unreasonably withheld or delayed. In the event Tenant shall install any sign in violation of this Section 19, Landlord shall have the right, upon five (5) days prior written notice to Tenant, to enter upon the Premises, remove and store the subject sign and repair all damage caused by the removal of the sign all at Tenant's cost and expense, all without liability to Landlord. Tenant shall remove immediately any interior or exterior signage, advertisement, decoration or similar thing which Landlord reasonably deems objectionable or offensive. If Tenant fails to do so, Landlord may enter upon the Premises and remove same at Tenant's cost and expense.

20. First Right of Refusal.

20.1 Right of First Refusal. During the Term or any Extension Term of the Lease, Tenant shall have the right of first option with respect to any sale of the Premises by Landlord as provided herein.

20.2. Notice Requirements. During the Term or any Extension Term of the Lease, if Landlord desires to sell the Premises, Landlord shall first give Tenant at least twenty (20) days ("Notice Period") prior written notice of the proposed sale which notice shall state the name, address, personnel of the proposed purchaser, and the terms of the proposed sale ("ROR Notice").

20.3. Procedure. During the Notice Period, following the receipt by Tenant of the ROR Notice, Tenant, at its election, shall give written notice to Landlord of its decision to exercise its right to purchase the Premises upon the same terms as described in the ROR Notice. The purchase by Tenant shall be closed upon the same terms as stated in the ROR Notice.

21. Miscellaneous.

21.1. Waivers. No waiver by either party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent default by the breaching party of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant, whether or not similar to the act so consented to or approved.

21.2. Notices. All notices under this Lease shall be in writing and delivered in person or deposited in the United States Mail, certified and postage prepaid and addressed to the address of Tenant or Landlord shown below or at such other address as may be designated by either party in writing.

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LANDLORD'S ADDRESS:

EBH Investments
3523 West 100th Avenue
Anchorage, Alaska 99515

TENANT'S ADDRESS:

Great Northern Cultivation, Inc.
645 G. Street, Suite 100-907
Anchorage, Alaska, 99501

21.3. Interest on Past Due Obligations. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid, but the payment of such interest shall not excuse or cure any Default by Tenant.

201.4 Construction.

21.4.1. This Lease shall be construed and governed by the laws of the State of Alaska;

21.4.2. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;

21.4.3. The Lease constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof;

21.4.4. This Lease may not be modified or amended except by written agreement signed and acknowledged by both parties, the parties acknowledge and agree that Addendum A is incorporated to this Lease;

21.4.5. Time is of the essence of this Lease in each and every provision thereof;

21.4.6. Nothing contained herein shall create the relationship of principal and agent or of partnership or of joint venture between the parties hereto and no provisions contained herein shall be deemed to create any relationship other than that of landlord and tenant; and

21.4.7. The parties have had the opportunity to have this document reviewed by counsel of their choice. The parties agree that no interpretation or construction shall be made with respect to this document based on which party drafted the document.

21.5. Successor. Subject to any limitations on assignments herein, all of the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

21.6. Costs and Attorneys' Fees. If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable actual attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is commenced.

21.7. Jurisdiction and Venue. The parties hereto do hereby consent to jurisdiction and venue of the Superior Court in Anchorage, Alaska.

21.8. Dispute Resolution.

21.8.1. Occasions for Arbitration. In the event of a dispute between the parties, related to this agreement or the transactions or relationships contemplated hereby, such disputes shall be resolved by binding arbitration in accordance with the provisions of this Section 19, and the parties waive the right to proceed in courts of law or equity as to these matters.

21.8.2. Procedure. In the event of such dispute as described in the preceding section, the dispute shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All arbitration hearings shall be conducted in Anchorage, Alaska. Prior to instituting an arbitration proceeding, the parties agree to attempt to settle such dispute or claim through non-binding mediation presided over by a mutually-agreeable mediator. The decision of said arbitrator shall be final and binding, and no appeal may be taken therefrom. Arbitration shall be conducted under the laws of the State of Alaska. Said decision may be confirmed by a court of law, if necessary, in accordance with the provisions of Alaska law.

21.8.3. Unlawful Detainer. Notwithstanding the above arbitration clause, in the event of a failure to pay Base Rent or other Default hereunder by Tenant, Landlord shall be entitled to commence eviction proceedings under the unlawful detainer statute.

21.9. Authority. Each individual executing this Lease represents and warrants that they are duly authorized to execute and deliver this Lease on behalf of the party represented, and in accordance with the Operating Agreement thereof.

21.10. Counterparts; Electronically Transmitted Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each party agrees to promptly deliver an executed original of this Lease with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Lease, it being expressly agreed that each party to this Lease shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other party to this Lease.

21.11. Headings, Titles, and Captions for Convenience. The headings, titles, and captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

21.12. Entire Agreement. This Lease constitutes and embodies the entire understanding and agreement of the parties hereto relating to the subject matter hereof and there are no other agreements or understandings, written or oral, in effect between the parties relating to such subject matter except as expressly referred to herein.

AMCO

DEC 19 2019

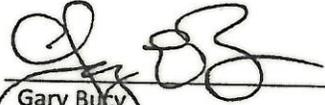
AMCO

MAR 13 2020

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the last date written below.

LANDLORD

TENANT

By: 
Its: Gary Bucy
Partner and Authorized Representative

By: 
Its: Stephen W. Brashear
President

Date: 5/2/2019

Date: 05/01/2019

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DEC 19 2019

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MAR 13 2020



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc. License Number: 10301			
License Type:	Marijuana Concentrate Manufacturing Facility			
Doing Business As:	Great Northern Manufacturing, Inc.			
Premises Address:	7801 King Street, Ste. 101			
City:	Anchorage	State:	AK	ZIP: 99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Anita Bradbury
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336

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Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

ab

I certify that I am not currently on felony probation or felony parole.

ab

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

ab

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

ab

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

ab

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

ab

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

ab

I certify that my proposed premises is not located in a liquor licensed premises.

ab

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

ab

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

ab

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

ab

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Form MJ-00: Application Certifications

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Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



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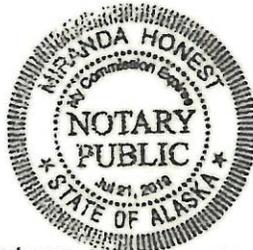


All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Anita Bradbury
 Signature of licensee

Anita Bradbury
 Printed name of licensee



Miranda Honest
 Notary Public in and for the State of Alaska

My commission expires: 7/21/19

Subscribed and sworn to before me this 21 day of January 2019.

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License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Jerad Brown
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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JS

I certify that I am not currently on felony probation or felony parole.

JS

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JS

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JS

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

JS

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

JS

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

JS

I certify that my proposed premises is not located in a liquor licensed premises.

JS

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

JS

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

JS

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

JS

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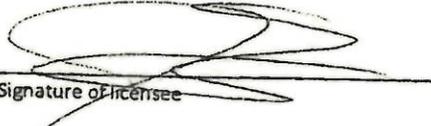
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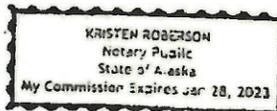
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

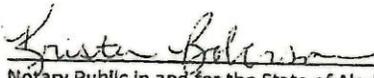


All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


 Signature of licensee




 Notary Public in and for the State of Alaska

Jerad Brown

Printed name of licensee

My commission expires: 1/28/2023

Subscribed and sworn to before me this 19 day of February, 2019.

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License Type:	Marijuana Concentrate Manufacturing Facility			
Doing Business As:	Great Northern Manufacturing, Inc.			
Premises Address:	7801 King Street, Ste. 101			
City:	Anchorage	State:	AK	ZIP: 99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Donna Clark
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

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Form MJ-00: Application Certifications

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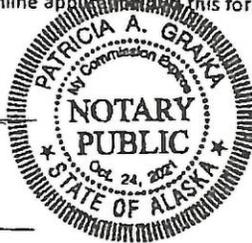


All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application is true and correct, and that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Donna Clark
 Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 10/24/21

Subscribed and sworn to before me this 23rd day of January, 2019.



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Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Larry Clark
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

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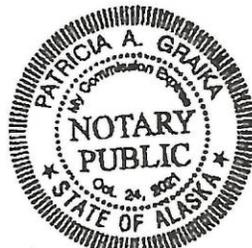
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Signature of licensee

Larry Clark

Printed name of licensee



Patricia A. Graika
Notary Public in and for the State of Alaska

My commission expires: 10/24/21

Subscribed and sworn to before me this 23rd day of January, 2019.

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Premises Address:	7801 King Street, Ste. 101			
City:	Anchorage	State:	AK	ZIP: 99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Ann E. DeSalvo
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

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Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

AX

I certify that I am not currently on felony probation or felony parole.

AX

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

AD

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

AD

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

AD

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

AD

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

AX

I certify that my proposed premises is not located in a liquor licensed premises.

AX

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

AX

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

AX

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

AX

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MAR 13 2020



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-00: Application Certifications

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

Initials

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

AD

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

AD

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

AD

All marijuana establishment license applicants:

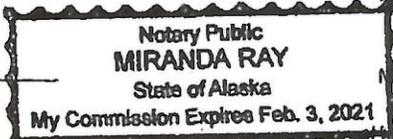
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Ann E. DeSalvo

Printed name of licensee

Notary Public in and for the State of Alaska



My commission expires: Feb 3rd 2021

Subscribed and sworn to before me this 1st day of January, 2019.

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.			License Number:	10301	
License Type:	Marijuana Concentrate Manufacturing Facility					
Doing Business As:	Great Northern Manufacturing, Inc.					
Premises Address:	7801 King Street, Ste. 101					
City:	Anchorage	State:	AK	ZIP:	99518	

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Tom DeSalvo
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366 Standard Marijuana Cultivation Facility License(s): 10747; 17346 Marijuana Product Manufacturing Facility License(s): 17336
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Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

TD

I certify that I am not currently on felony probation or felony parole.

TD

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

TD

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

TD

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

TD

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

TD

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

TD

I certify that my proposed premises is not located in a liquor licensed premises.

TD

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TD

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TD

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

TD

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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

Initials

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



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

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Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

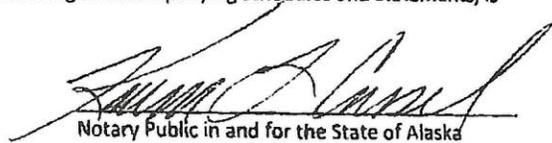


All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Tom DeSalvo
Printed name of licensee


Notary Public in and for the State of Alaska

My commission expires: 12/15/2022

Subscribed and sworn to before me this 23 day of January, 2019.



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.		License Number:	10301	
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Great Northern Manufacturing, Inc.				
Premises Address:	7801 King Street, Ste. 101				
City:	Anchorage	State:	AK	ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Michael Ellenburg
Title:	Sole Member and Manager of Murder Lake, LLC

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610 ; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336

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Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

MC

I certify that I am not currently on felony probation or felony parole.

MC

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

MC

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

MC

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

MC

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

MC

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

MC

I certify that my proposed premises is not located in a liquor licensed premises.

MC

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

MC

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

MC

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

MC

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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

Initials

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

ME

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

ME

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

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I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

ME

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

ME

Signature of licensee

Michael Ellenburg

Printed name of licensee



Anna Tishina

Notary Public in and for the State of Alaska

My commission expires: May 1, 21

Subscribed and sworn to before me this 30th day of Jan., 2019.



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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Section 1 – Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Patrick Flynn
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
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 Marijuana Product Manufacturing Facility License(s): 17336

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 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

PT

I certify that I am not currently on felony probation or felony parole.

PT

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PT

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

PT

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

PT

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I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

PT

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

PT

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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Initials

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I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

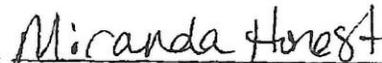


 Signature of licensee

Patrick Flynn

 Printed name of licensee





 Notary Public in and for the State of Alaska

My commission expires: 7/21/19

Subscribed and sworn to before me this 16 day of January 2019.

AMCO

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste.101		
City:	Anchorage	State:	AK ZIP: 99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Andrew Halcro
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
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Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.



I certify that I am not currently on felony probation or felony parole.



I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.



I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.



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I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).



I certify that my proposed premises is not located in a liquor licensed premises.



I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.



I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.



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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee



Notary Public in and for the State of Alaska

Andrew Halcro
 Printed name of licensee

My commission expires: 12-22-2022

Subscribed and sworn to before me this 21 day of February, 2019.

AMCO

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Form MJ-00: Application Certifications

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Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK ZIP: 99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Victoria Halcro
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366 Standard Marijuana Cultivation Facility License(s): 10747; 17346 Marijuana Product Manufacturing Facility License(s): 17336

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

VH

I certify that I am not currently on felony probation or felony parole.

VH

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

VH

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

VH

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

VH

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

VH

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

VH

I certify that my proposed premises is not located in a liquor licensed premises.

VH

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

VH

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

VH

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

VH

AMCO

JAN 02 2020

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MAR 13 2020



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-00: Application Certifications

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

Initials

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

JK

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

NA

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

JK

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Victoria Halcro
 Signature of licensee



Melinda Gant
 Notary Public in and for the State of Alaska

Victoria Halcro
 Printed name of licensee

My commission expires: 12-22-2022

Subscribed and sworn to before me this 21 day of February, 2019.

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Terry Lee Hennessey
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336

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Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.



I certify that I am not currently on felony probation or felony parole.



I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.



I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.



I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.



I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.



I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).



I certify that my proposed premises is not located in a liquor licensed premises.



I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.



I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.



I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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

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



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Notary Public In and for the State of Alaska

Terry Lee Hennessey
 Printed name of licensee

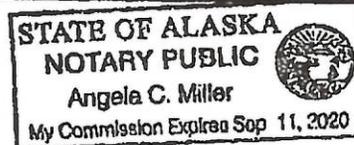
My commission expires: 9.11.20

Subscribed and sworn to before me this 21 day of January, 2019.

[Form MJ-00] (rev 09/27/2018)

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JAN 02 2020



Page 3 of 3

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MAR 13 2020



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc. License Number: 10301			
License Type:	Marijuana Concentrate Manufacturing Facility			
Doing Business As:	Great Northern Manufacturing, Inc.			
Premises Address:	7801 King Street, Ste. 101			
City:	Anchorage	State:	AK	ZIP: 99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Darcy Holt
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336

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Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

DPH

I certify that I am not currently on felony probation or felony parole.

DPH

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

DPH

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

DPH

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

DPH

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

DPH

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

DPH

I certify that my proposed premises is not located in a liquor licensed premises.

DPH

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

DPH

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

DPH

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

DPH

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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Initials

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

DPH

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DPH

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

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I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

DPH

All marijuana establishment license applicants:

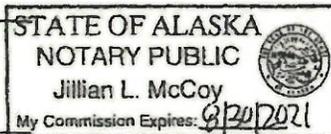
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

[Signature]

Signature of licensee

Darcy Holt

Printed name of licensee



[Signature]

Notary Public in and for the State of Alaska

My commission expires: 8/30/2021

Subscribed and sworn to before me this 31st day of January, 2019.

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Jordan Huss
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336



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Alaska Marijuana Control Board
Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

JA

I certify that I am not currently on felony probation or felony parole.

JA

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

JA

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

JA

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JA

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

JA

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

JA

I certify that my proposed premises is not located in a liquor licensed premises.

JA

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

JA

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

JA

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

JA

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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

Initials

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



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I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



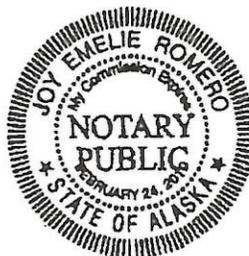
All marijuana establishment license applicants:

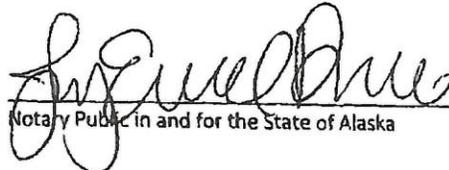
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


 Signature of licensee

Jordan Huss

Printed name of licensee




 Notary Public in and for the State of Alaska

My commission expires: 02-24-19

Subscribed and sworn to before me this 18 day of Jan, 2019.

AMCO

JAN 02 2020

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Allyson Parker-Lauck
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 - Certifications

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

Initials

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am

I certify that I am not currently on felony probation or felony parole.

am

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

am

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

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am

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am

I certify that my proposed premises is not located in a liquor licensed premises.

am

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am

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am

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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AM

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AM

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AM

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Allyson Parker-Lauck
Signature of licensee

[Signature]
Notary Public in and for the State of Alaska

Allyson Parker-Lauck
Printed name of licensee

My commission expires: 04/07/2019

Subscribed and sworn to before me this 3 day of FEBRUARY, 2019.

AMCO

JAN 02 2020

Notary Public
SHENG M. SEVERNS
State of Alaska
My Commission Expires April 7, 2019

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Form MJ-00: Application Certifications

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License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Terry S. Lauck
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
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Alaska Marijuana Control Board
Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

TSL

I certify that I am not currently on felony probation or felony parole.

TSL

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

TSL

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

TSL

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

TSL

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

TSL

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

TSL

I certify that my proposed premises is not located in a liquor licensed premises.

TSL

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

TSL

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

TSL

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

TSL

AMCO

JAN 02 2020

AMCO

MAR 13 2020



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-00: Application Certifications

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

Initials

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

PSL

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

PSL

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

PSL

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Notary Public in and for the State of Alaska

Terry S. Lauck
Printed name of licensee

My commission expires: 04/07/2019

Subscribed and sworn to before me this 3 day of FEBRUARY, 2019.

AMCO
JAN 02 2020

Notary Public
SHENG M. SEVERNS
State of Alaska
My Commission Expires April 7, 2019

AMCO
MAR 13 2020



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 550 W 7th Avenue, Suite 1600
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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Gerardo D. Martinez
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366 Standard Marijuana Cultivation Facility License(s): 10747; 17346 Marijuana Product Manufacturing Facility License(s): 17336

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

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GM

I certify that I am not currently on felony probation or felony parole.

GM

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

GM

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

GM

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

GM

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

GM

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

GM

I certify that my proposed premises is not located in a liquor licensed premises.

GM

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

GM

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

GM

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

GM



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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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

Initials

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

GM

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

GM

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

GM

All marijuana establishment license applicants:

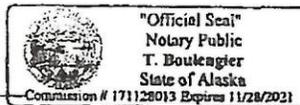
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Gerardo D. Martinez

Signature of licensee

Gerardo D. Martinez

Printed name of licensee



T. Bouleangier

Notary Public in and for the State of Alaska

My commission expires: 11/28/2021

Subscribed and sworn to before me this 1st day of Feb, 2019.

AMCO

JAN 02 2020

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MAR 13 2020



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc. License Number: 10301				
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Great Northern Manufacturing, Inc.				
Premises Address:	7801 King Street, Ste. 101				
City:	Anchorage	State:	AK	ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Carla Mason
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336



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Alaska Marijuana Control Board
Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application. 
- I certify that I am not currently on felony probation or felony parole. 
- I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010. 
- I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052. 
- I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application. 
- I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application. 
- I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a). 
- I certify that my proposed premises is not located in a liquor licensed premises. 
- I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application. 
- I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations. 
- I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application. 

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



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

Initials

Only Initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only Initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Carla K Mason
 Signature of licensee

Carla K Mason
 Printed name of licensee



Brooke Skjold
 Notary Public In and for the State of Alaska

My commission expires: 8-9-19

Subscribed and sworn to before me this 26th day of January, 2019.

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc. License Number: 10301			
License Type:	Marijuana Concentrate Manufacturing Facility			
Doing Business As:	Great Northern Manufacturing, Inc.			
Premises Address:	7801 King Street, Ste. 101			
City:	Anchorage	State:	AK	ZIP: 99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Angela C. Miller
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336

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MAR 13 2020



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marijuana.licensing@alaska.gov
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 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

Am

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Am

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

Am

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

Am

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Am

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

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I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

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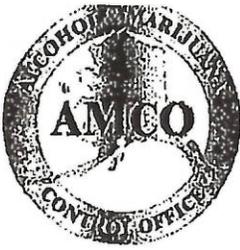
Am

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

Am

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

Am



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-00: Application Certifications

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

Initials

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



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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

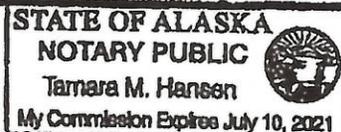
Angela C Miller
 Signature of licensee

Tamara M. Hansen
 Notary Public in and for the State of Alaska

Angela C. Miller
 Printed name of licensee

My commission expires: 2/10/21

Subscribed and sworn to before me this 22 day of January, 2019.



AMCO

JAN 02 2020

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK ZIP: 99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Brent Miller
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366 Standard Marijuana Cultivation Facility License(s): 10747; 17346 Marijuana Product Manufacturing Facility License(s): 17336

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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I certify that I am not currently on felony probation or felony parole. B

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010. B

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052. B

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I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application. B

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I certify that my proposed premises is not located in a liquor licensed premises. B

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application. B

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations. B

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application. B

AMCO

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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Initials

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Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

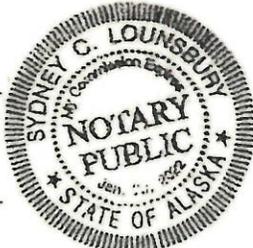
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Brent Miller
 Signature of licensee



Sydney C. Lounsbury
 Notary Public in and for the State of Alaska

Brent Miller
 Printed name of licensee

My commission expires: January 20, 2022

Subscribed and sworn to before me this 21st day of February, 2019.

AMCO

JAN 02 2020

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MAR 13 2020



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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Section 1 – Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK ZIP: 99518

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Carla Miller
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
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 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

EM

I certify that I am not currently on felony probation or felony parole.

EM

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

EM

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

EM

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

EM

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

EM

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

EM

I certify that my proposed premises is not located in a liquor licensed premises.

EM

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

EM

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

EM

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

EM



Alcohol and Marijuana Control Office
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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

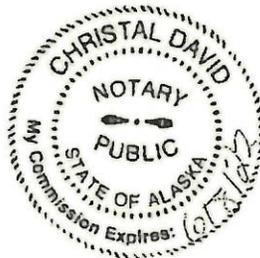


All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Carla Miller
 Signature of licensee

Carla Miller
 Printed name of licensee



Christal David
 Notary Public in and for the State of Alaska

My commission expires: 6/15/20

Subscribed and sworn to before me this 3 day of January, 2019.

AMCO

JAN 02 2020

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MAR 13 2020



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301		
License Type:	Marijuana Concentration Manufacturing Facility				
Doing Business As:	Great Northern Manufacturing, Inc.				
Premises Address:	7801 King Street, Ste. 101				
City:	Anchorage	State:	AK	ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Colt Windsor Miller
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336



Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

CM

I certify that I am not currently on felony probation or felony parole.

CM

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

CM

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

CM

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

CM

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

CM

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

CM

I certify that my proposed premises is not located in a liquor licensed premises.

CM

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

CM

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

CM

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

CM



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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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

Initials

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

AM

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

AM

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

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Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

AM

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Colt Windsor Miller
 Signature of licensee

Tamara M. Hansen
 Notary Public In and for the State of Alaska

Colt Windsor Miller
 Printed name of licensee

My commission expires: 2/10/21

Subscribed and sworn to before me this 23 day of January, 2019.

STATE OF ALASKA
 NOTARY PUBLIC
 Tamara M. Hansen
 My Commission Expires July 10, 2021



AMCO

JAN 02 2020

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MAR 13 2020



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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Great Northern Manufacturing, Inc.				
Premises Address:	7801 King Street, Ste. 101				
City:	Anchorage	State:	AK	ZIP:	99518

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jacklyn Oney
Title:	Shareholder (GNCI)

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336

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Alaska Marijuana Control Board
Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application. 90
- I certify that I am not currently on felony probation or felony parole. 90
- I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010. 90
- I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052. 90
- I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application. 90
- I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application. 90
- I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a). 90
- I certify that my proposed premises is not located in a liquor licensed premises. 90
- I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application. 90
- I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations. 90
- I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application. 90

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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

Initials

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I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Jackie Oney
 Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: MARCH 10, 2019

Subscribed and sworn to before me this 28th day of September, 2018.

AMCO
 JAN 02 2020

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

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License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	.7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Brian C. Pike
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 - Certifications

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BP

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BP

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

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BP

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BP

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BP

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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BP

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Brian C Pike
 Signature of licensee

Michael Cassel
 Notary Public in and for the State of Alaska

Brian C. Pike
 Printed name of licensee

My commission expires: 11/19/27

Subscribed and sworn to before me this 25th day of January, 2019.

STATE OF ALASKA
 NOTARY PUBLIC
 Michael Cassel
 My Commission Expires: November 19, 2022

AMCO
 JAN 02 2020
 AMCO
 MAR 13 2020



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Victoria L. Rhoades
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

Section 4 – Certifications

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R

I certify that I am not currently on felony probation or felony parole.

R

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R

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R

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R

I certify that my proposed premises is not located in a liquor licensed premises.

R

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

R

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

R

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JAN 02 2020

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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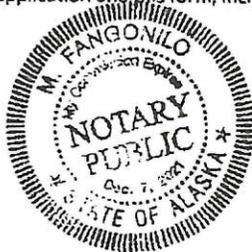
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Victoria L. Rhoades
Signature of licensee



[Signature]
Notary Public in and for the State of Alaska

Victoria L. Rhoades
Printed name of licensee

My commission expires: 12/7/2021

Subscribed and sworn to before me this 25th day of Jan, 2019.

AMCO

JAN 0 2 2020

AMCO

MAR 1 3 2020



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 550 W 7th Avenue, Suite 1600
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Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Victor R. Rodriguez
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

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MAR 13 2020



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Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

VR

I certify that I am not currently on felony probation or felony parole.

VR

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

VR

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

VR

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

VR

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

VR

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

VR

I certify that my proposed premises is not located in a liquor licensed premises.

VR

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

VR

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

VR

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

VR

AMCO

JAN 02 2020

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MAR 13 2020



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1500
Anchorage, AK 99501

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

VR

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

VR

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

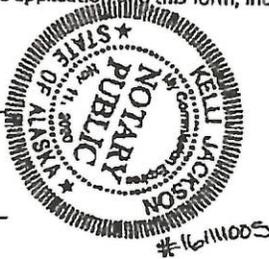
VR

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Victor R. Rodriguez
Signature of licensee

Victor R. Rodriguez
Printed name of licensee



Kelli Jackson
Notary Public in and for the State of Alaska

My commission expires: 11/1/20

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

AMCO

JAN 0 2 2020

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MAR 1 3 2020



Alcohol and Marijuana Control Office
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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Great Northern Manufacturing, Inc.				
Premises Address:	7801 King Street, Ste. 101				
City:	Anchorage	State:	AK	ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Jeff R. Rognes
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336

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Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

JLR

I certify that I am not currently on felony probation or felony parole.

JLR

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

JLR

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

JLR

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

JLR

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

JLR

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

JLR

I certify that my proposed premises is not located in a liquor licensed premises.

JLR

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

JLR

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

JLR

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JLR

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 MAR 13 2020



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

JRR

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

JRR

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

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JRR

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Jeff R. Rognes
 Signature of licensee



Britney Frederick
 Notary Public
 State of Florida
 My Commission Expires 6/21/2020
 Commission No. GG 4181

BP

Jeff R. Rognes
 Printed name of licensee

My commission expires: 06/21/2020

Subscribed and sworn to before me this 25 day of January, 2019

AMCO

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc. License Number: 10301			
License Type:	Marijuana Concentrate Manufacturing Facility			
Doing Business As:	Great Northern Manufacturing, Inc.			
Premises Address:	7801 King Street, Ste. 101			
City:	Anchorage	State:	AK	ZIP: 99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Kristin A. Rognes
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336

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MAR 13 2020



Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

kr

I certify that I am not currently on felony probation or felony parole.

kr

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

kr

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

kr

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

kr

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

kr

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

kr

I certify that my proposed premises is not located in a liquor licensed premises.

kr

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

kr

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

kr

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

kr

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MAR 1 3 2020



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 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

KR

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

KR

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

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I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

KR

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Kristin A. Rognes
 Signature of licensee



Brittney Frederick
 Notary Public
 State of Florida

My Commission Expires 6/21/2020
 Commission No. GC 4181

Brittney Frederick
 Notary Public in and for the State of Alaska
 FID #

My commission expires: *06/21/2020*

Kristin A. Rognes
 Printed name of licensee

Subscribed and sworn to before me this 15 day of January, 2019.

AMCO

JAN 0 2 2020

AMCO

MAR 1 3 2020



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.			License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Great Northern Manufacturing, Inc.				
Premises Address:	7801 King Street, Ste. 101				
City:	Anchorage	State:	AK	ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Robert G. Thompson
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
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 Marijuana Product Manufacturing Facility License(s): 17336

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MAR 1 3 2020



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<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board
Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

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AMCO

JAN 0 2 2020

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



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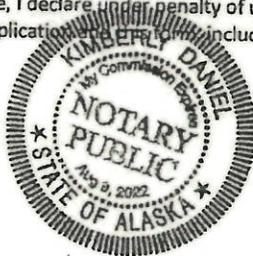
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee



Notary Public in and for the State of Alaska

Robert G. Thompson
 Printed name of licensee

My commission expires: 8-9-22

Subscribed and sworn to before me this 25th day of Jan, 2019.

AMCO

JAN 02 2020

AMCO

MAR 13 2020



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Alaska Marijuana Control Board

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Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Great Northern Manufacturing, Inc.				
Premises Address:	7801 King Street, Ste. 101				
City:	Anchorage	State:	AK	ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Amy L. Vail
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
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JAN 02 2020

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MAR 13 2020



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Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

av

I certify that I am not currently on felony probation or felony parole.

av

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

av

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I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

av

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

av

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

av

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av

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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Initials

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av

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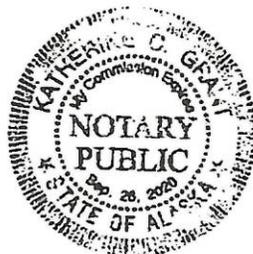
av

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Amy L. Vail
 Signature of licensee

Amy L. Vail
 Printed name of licensee



Katherine C. Grant
 Notary Public in and for the State of Alaska

My commission expires: 9/28/20

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

AMCO

JAN 02 2020

AMCO

MAR 13 2020



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Alaska Marijuana Control Board

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License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Morgan R. Vail
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 - Certifications

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

Initials

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MV

I certify that I am not currently on felony probation or felony parole.

MV

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

MV

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

MV

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

MV

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

MV

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

MV

I certify that my proposed premises is not located in a liquor licensed premises.

MV

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

MV

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

MV

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

MV

AMCO
 JAN 0 2 2020

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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-00: Application Certifications

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

Initials

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

 MV

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

 MV

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

 MV

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Morgan R. Vail
Signature of licensee

Morgan R. Vail
Printed name of licensee



S. Loomis
Notary Public in and for the State of Alaska

My commission expires: 10/31/2022

Subscribed and sworn to before me this 17th day of January, 2019.

AMCO

JAN 02 2020

AMCO

MAR 13 2020



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Aileen Vang
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336

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Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

AV

I certify that I am not currently on felony probation or felony parole.

AV

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

AV

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

AV

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

AV

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

AV

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

AV

I certify that my proposed premises is not located in a liquor licensed premises.

AV

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

AV

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

AV

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

AV

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

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AV

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

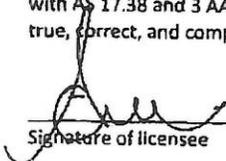
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

AV

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


 Signature of licensee

Aileen Vang
 Printed name of licensee




 Notary Public in and for the State of Alaska

My commission expires: 04/15/22

Subscribed and sworn to before me this 17 day of January, 2019.

AMCO

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK ZIP: 99518

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Lawrence J. Wissing
Title:	Great Northern Cannabis, Inc. Shareholder

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
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Alaska Marijuana Control Board
Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

AMCO

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AMCO

MAR 1 3 2020



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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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

Initials

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

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

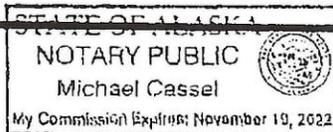
Lawrence J. Wissing

Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires: 11/19/2022

Subscribed and sworn to before me this 4th day of February, 2019.



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK ZIP: 99518

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Janica Liland
Title:	Sole Member and Manager of Birch Clearing Holdings, LLC

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966; 16610; 20366
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 Marijuana Product Manufacturing Facility License(s): 17336

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Alaska Marijuana Control Board
Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

AMCO

JAN 0 3 2020

AMCO

MAR 1 3 2020



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Notary Public in and for the State of Alaska

Janica Liland

Printed name of licensee

My commission expires:

1/31/2021

Subscribed and sworn to before me this 23rd day of January, 2019.

AMCO

JAN 02 2020

AMCO

MAR 13 2020



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Aaron P. Morse
Title:	Sole Member and Manager of Morse Capital, LLC

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
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 Marijuana Product Manufacturing Facility License(s): 17336

AMCO

JAN 02 2020

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MAR 13 2020



Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

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I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

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AMCO

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JAN 02 2020

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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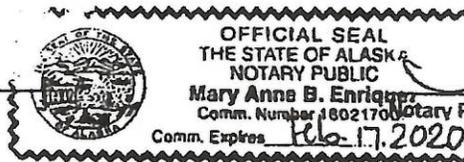
All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Aaron P. Morse

Printed name of licensee



Signature of Notary Public

My commission expires:

February 17, 2020

Subscribed and sworn to before me this 20th day of February, 2019.

AMCO

JAN 02 2020

AMCO

MAR 13 2020



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Great Northern Manufacturing, Inc.		
Premises Address:	7801 King Street, Ste. 101		
City:	Anchorage	State:	AK
		ZIP:	99518

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Stephen W. Brashear
Title:	Sole Member and Manager of Big Sky Holdings, LLC

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
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Alaska Marijuana Control Board
Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

SB

I certify that I am not currently on felony probation or felony parole.

SB

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

SB

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

SB

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

SB

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

SB

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

SB

I certify that my proposed premises is not located in a liquor licensed premises.

SB

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

SB

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

SB

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

SB

AMCO

JAN 02 2020

AMCO

MAR 13 2020



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-00: Application Certifications

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

Initials

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



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Stephen W. Brashear
 Signature of licensee



Linda Costa
 Notary Public in and for the State of Alaska

Stephen W. Brashear
 Printed name of licensee

My commission expires: 04/10/2021

Subscribed and sworn to before me this 22 day of January, 2019.

AMCO
 JAN 02 2020
 AMCO
 MAR 13 2020



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 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Great Northern Manufacturing, Inc.	License Number:	10301		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Great Northern Manufacturing, Inc.				
Premises Address:	7801 King Street, Ste. 101				
City:	Anchorage	State:	AK	ZIP:	99518

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Louis John Kuest
Title:	Shareholder

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail Marijuana Store License(s): 11966;16610; 20366
 Standard Marijuana Cultivation Facility License(s): 10747; 17346
 Marijuana Product Manufacturing Facility License(s): 17336



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Alaska Marijuana Control Board

Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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Initials

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

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

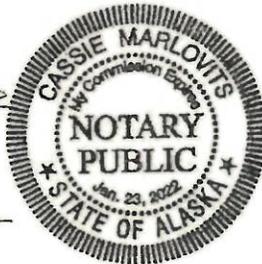
All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Louis John Kuest

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires:

Jan 23, 2022

Subscribed and sworn to before me this 28 day of January, 2019.

Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Great Northern Manufacturing, Inc.

Entity Type: Business Corporation

Entity #: 10073944

Status: Good Standing

AK Formed Date: 12/15/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 645 G STREET, SUITE 100-907, ANCHORAGE, AK 99501

Entity Physical Address: 425 G STREET, SUITE 515, ANCHORAGE, AK 99501

Registered Agent

Agent Name: Stephen Brashear

Registered Mailing Address: 425 G STREET, SUITE 515, ANCHORAGE, AK 99501

Registered Physical Address: 425 G STREET, SUITE 515, ANCHORAGE, AK 99501

Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former Owned
	Darcy Holt	Director	
	Great Northern Cannabis, Inc.	Shareholder	100.00
	Jerad Brown	Director	
	Jordan Huss	Director, Vice President	
	Michaeli Ellenburg	Director, Secretary	
	Patrick Flynn	Treasurer	
	Stephen Brashear	Director, President	

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Filed Documents

Date Filed	Type	Filing	Certificate
12/15/2017	Creation Filing	Click to View	Click to View
3/22/2018	Initial Report	Click to View	
12/31/2018	Biennial Report	Click to View	

[Close Details](#)

[Print Friendly Version](#)

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7/17/2019

Alaska Entity #10073944

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

Great Northern Manufacturing, Inc.



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective December 15, 2017.

Mike Navarre
Commissioner

AMCO

DEC 19 2017

AMCO



AMCO
DEC 19 2019

Julie Anderson
Commissioner

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.

31 - Manufacturing

December 7, 2019 to December 31, 2021
for the following line(s) of business:

is licensed by the department to conduct business for the period

GREAT NORTHERN MANUFACTURING, INC.

owned by

645 G STREET, SUITE 100-907, ANCHORAGE, AK 99501

GREAT NORTHERN MANUFACTURING, INC.

This is to certify that

PO Box 110806, Juneau, AK 99811-0806

Division of Corporations, Business, and Professional Licensing

Alaska Department of Commerce, Community, and Economic Development

Alaska Business License # 1068642

AMCO

MAR 18 2020



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

Date Filed: 12/15/2017
State of Alaska, DCCED

FOP DIVISION USE ONLY

Articles of Incorporation
Domestic Business Corporation

Web-12/15/2017 2:33:38 PM

1 - Entity Name

Legal Name: Great Northern Manufacturing, Inc.

2 - Purpose

Manufacturing of various products and any lawful purpose.

3 - NAICS Code

339999 - ALL OTHER MISCELLANEOUS MANUFACTURING

4 - Registered Agent

Name: Stephen Brashear
Mailing Address: 425 G Street, Suite 515, Anchorage, AK 99501
Physical Address: 425 G Street, Suite 515, Anchorage, AK 99501

5 - Entity Addresses

Mailing Address: 645 G Street, Suite 100-907, Anchorage, AK 99501
Physical Address: 425 G Street, Suite 515, Anchorage, AK 99501

6 - Shares

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Complete the below stock information on record with the Department. You may not change your authorized shares with this form. An amendment is required. Fill in number of shares issued.

Class	Series	Authorized	Par. Value	Amount Issued
Common		1000000	\$0.00	

7 - Officials

Name	Address	% Owned	Titles
Stephen Brashear			Incorporator

Name of person completing this online application

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 Incorporator(s) listed above to act on behalf of this entity.

Name: Jason Brandels

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Page 2 of 2.

Received by AMCO 6.11.19

MAR 13 2020

**BYLAWS OF
GREAT NORTHERN MANUFACTURING, INC.**

**ARTICLE I.
OFFICES**

The principal office of the corporation in the State of Alaska shall be located at 645 G Street, Suite 100-907, Anchorage, AK 99501. The corporation may have such other offices within or without the State of Alaska, as the board of directors may designate or as the business of the corporation may require from time to time.

The registered office of the corporation, required by the Alaska Business Corporation Act to be maintained in the State of Alaska, may be, but need not be, identical with the principal office in the State of Alaska, and the address of the registered office may be changed from time to time by the board of directors of the corporation.

**ARTICLE II.
SHAREHOLDERS**

Section 1. Annual Meeting. The annual meeting of the shareholders shall be held during the month of May each year, or at such time as the shareholders shall otherwise schedule such meeting, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein or any annual meeting of the shareholders, or any adjournment or adjournments thereof, the board of directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be scheduled.

Section 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the board of directors, and shall be called by the president at the request of any shareholder.

Section 3. Place of Meeting. The board of directors may designate any place, either within or outside of the State of Alaska, as the place of meeting for any annual meeting or for any special meeting of the shareholders. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or outside of the State of Alaska, as the place for the holding of such meeting. Shareholders may participate by phone, video conference, or other electronic means. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation.

Section 4. Notice of Meetings. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten nor more than fifty days before the date of the meeting, either personally, by mail, or by

electronic mail, by or at the direction of the president, or the secretary, or the persons calling the meeting, or each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail, addressed to the shareholder at his or her address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. If delivered by electronic mail, a delivery receipt or, alternatively, a direct confirmation of receipt from the recipient shall confirm delivery to the electronic mail address furnished by the shareholder.

Section 5. Quorum. At all meetings of shareholders of the corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding a majority of the total number of shares of the corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

Section 6. Voting.

A. Any corporate action, other than the election of directors to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of the shares entitled to vote thereon.

B. At each meeting of shareholders, each holder of record of shares of the corporation entitled to vote thereat, shall be entitled to one vote for each share registered in his/her name on the books of the corporation.

C. Each shareholder entitled to vote or to express consent or dissent without a meeting may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder or by his or her attorney-in-fact duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the person executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the secretary at the meeting and shall be filed with the records of the corporation.

D. Any resolution in writing, signed by all of the shareholders entitled to vote thereon, either in person or by verified electronic signature, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of the shareholders and such resolution so signed shall be inserted in the Minute Book under its proper date.

**ARTICLE III.
BOARD OF DIRECTORS**

Section 1. Number, Election and Term of Office.

A. The number of the directors of the corporation shall be at least five (5).

B. Except as may otherwise be provided herein or in the articles of incorporation, the members of the board of directors of the corporation need not be shareholders and shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote in the election.

C. Each director shall hold office for a three-year term, and until his or her successor is elected and qualified, or until his or her death, resignation or removal.

Section 2. Duties and Powers. The board of directors shall be responsible for the control and management of the affairs, property and interests of the corporation, and may exercise all powers of the corporation, except as are expressly conferred upon or reserved to the shareholders.

Section 3. Annual and Regular Meetings: Notice.

A. A regular annual meeting of the board of directors shall be held immediately following the annual meeting of the shareholders, at the place of such annual meeting of shareholders.

B. The board of directors, from time to time, may provide by resolution for the holding of other regular meetings of the board of directors, and may fix the time and place thereof.

C. Notice of any regular meeting of the board of directors shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the board of directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the manner set forth in Section 5 of this Article III, with respect to special meetings, unless such notice shall be waived in the manner set forth in Section 5.

Section 4. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any director. Such special meeting shall be held at the principal office of the corporation unless the shareholders of the company shall agree in writing that such meeting may be held at another place which may be either within or without the State of Alaska.

Section 5. Notice. Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the

meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Chairperson of the board, if any and if present, shall preside. If there shall be no chairperson, or he or she shall be absent, then the president shall preside, and in his or her absence, a chairman chosen by the directors shall preside.

Section 7. Quorum and Adjournments.

A. At all meetings of the board of directors, the presence of a majority of the entire board shall be necessary and sufficient to constitute a quorum for the transaction of business.

B. A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

Section 8. Manner of Acting.

A. At all meetings of the board of directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he or she may hold.

B. The action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors. Any action authorized, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the board of directors.

Section 9. Action Without a Meeting. Any action that may be taken by the board of directors at a meeting may be taken without a meeting if a consent in writing setting forth the action to be taken, shall be signed before such action by all of the directors.

Section 10. Vacancies. Any vacancy occurring in the board of directors by reason of the death, resignation, disqualification, removal (unless a vacancy created by the removal of a director by the shareholders shall be filled by the shareholders at the meeting at which the removal was effected) or inability to act of any director, or otherwise, may be filled by unanimous vote of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the board of directors for a term of office continuing only until the next election of directors by the shareholders.

Section 11. Resignation. Any director may resign at any time by giving written notice to the board of directors, the president, or the secretary of the corporation.

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Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the board of directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 12. Removal. Any director may be removed with or without cause at any time by the shareholders, at a special meeting of the shareholders called for that purpose and may be removed for cause by action of the board.

Section 13. Compensation. By resolution of the board of directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the board of directors and may be paid a salary as director or a fixed sum for attendance at each meeting of the board of directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

Section 14. Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 15. Change of Number. The number of directors may at any time be increased or decreased. Such action shall be taken by the vote of two-thirds of the voting stock issued and outstanding, at any regular or special meeting if a notice of such meeting (or the waiver of notice signed by all shareholders entitled to vote) contains a statement of the proposed increase or decrease, and in case of any such increase, the shareholders at any general or special meeting held before the board of directors take action, shall have the power to elect such additional directors to hold office until the next annual meeting of the shareholders, and until their successors are elected and qualified.

Section 16. Committees. Standing or temporary committees may be appointed by the board of directors from time to time, and the board of directors may from time to time invest such committees with such powers as it sees fit, subject to such conditions as may be prescribed by the board, and by law. An executive committee may be appointed by resolution passed by a majority of the whole board; it shall have all the powers provided by statute, except as specially limited by the Board. All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in the books kept for that purpose in the office of the corporation and shall report the same to the board of directors at its next meeting.

ARTICLE IV. OFFICERS

Section 1. Number. The officers of the corporation shall be a president, a vice president, a secretary, and a treasurer, each of whom shall be elected by the board of directors.

Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the board of directors. Any two or more offices may be held by the same person, except the office of president and secretary. Notwithstanding the foregoing, in the event there is only one shareholder, there need be only one officer to fulfill the functions of all of the offices of the corporation.

Section 2. Election and Term of Office. The officers of the corporation to be elected by the board of directors shall be elected annually by the board of directors at the first meeting of the board of directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Resignation. Any officer may resign at any time by giving written notice of such resignation to the board of directors, or to the president or the secretary of the corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the board of directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Any officer or agent may be removed by a majority vote of the board of directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may at any time be filled by the board of directors for the unexpired portion of the term.

Section 6. President. The president shall be the principal executive officer of the corporation and, subject to the control of the board of directors, shall in general supervise and control all of the business and affairs of the corporation. He or she shall, when present, preside at all meetings of the shareholders and of the board of directors. He or she may sign, with the secretary or any other proper officer of the corporation authorized by the board of directors, certificates for shares of the corporation, and deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the president and such other duties as may be prescribed by the board of directors from time to time.

Section 7. Vice-President. In the absence of the president or in the event of his or her death or inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated at the time of their election, or in the absence of any designation, then in order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president, and shall perform such other duties as from time to time may be assigned

to him or her by the president or by the board of directors. In addition to the above-described duties, the vice-president shall use his or her best efforts to assist the president, secretary, and treasurer.

Section 8. Secretary. The secretary shall:

- A. Keep the minutes of the proceedings of the shareholders and of the board of directors in one or more books provided for that purpose;
- B. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
- C. Be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized;
- D. Keep a register of the mailing address of each shareholder which shall be furnished to the secretary by such shareholder;
- E. Sign with the president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the board of directors.
- F. Have general charge of the stock transfer books of the corporation; and
- G. In general, perform all duties as from time to time may be assigned to him or her by the president or by the board of directors. In addition to the above-described duties, the secretary shall run the day to day operations of the corporation.

Section 9. Treasurer. The treasurer shall:

- A. Have charge and custody of and be responsible for all funds and securities of the corporation;
- B. Receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation and in such banks, trust companies, and other depositories as shall be selected in accordance with the provisions of Article VII of these bylaws; and
- C. In general, perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the board of directors shall determine.

Section 10. Salaries. The salaries of the officers shall be fixed from time to time by the board of directors and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the corporation. The salary of the officers of the corporation shall not be changed without a majority vote of the board of directors.

Section 11. Shares of Other Corporations. Whenever the corporation is the holder of shares of any other corporation, any right or power of the corporation as such shareholder (including the attendance, acting and voting at shareholders' meetings and execution of waivers, consents, proxies, or other instruments) may be exercised on behalf of the corporation by the president, or such other person as the board of directors may authorize.

ARTICLE V. STOCK CERTIFICATES

Section 1. Certificates for Shares. All certificates of stock shall be signed by the president or vice-president and the secretary or assistant secretary.

Section 2. Treasury Stock. Treasury stock shall neither vote nor participate in dividends.

Section 3. Transfer of Shares. Transfer of stock shall be made only on the books of the corporation, and the old certificate, properly endorsed, shall be surrendered and canceled before a new certificate is issued. The stock books of the corporation shall be closed against any transfers for a period of thirty (30) days before the date of payment of a dividend and for fifteen (15) days before each meeting of the shareholders.

Section 4. Loss or Destruction. In the case of loss or destruction of a certificate of stock, no new certificate shall be issued in lieu thereof, except upon satisfactory proof to the board of directors of such loss or destruction, and upon the giving of security as required by the board of directors. Any such new certificate shall be plainly marked "duplicate" upon its face.

ARTICLE VI. FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January and end on the 31st day of December.

ARTICLE VII. DIVIDENDS AND FINANCE

Section 1. Dividends. The board of directors may, from time to time, declare and the corporation may pay dividends on its outstanding shares in the manner, and upon the terms and conditions provided by law, and its articles of incorporation.

Section 2. Corporate Funds. The funds of the corporation shall be deposited with such bank, or trust company as the directors shall designate, and shall be withdrawn only upon the order of the officers designated by the board of directors.

ARTICLE VIII. NOTICE REQUIREMENTS

Whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of these bylaws, such notice may be delivered by electronic mail, provided there is a means of confirming delivery. A waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX. INDEMNIFICATION

A. The corporation may indemnify a person who was, is, or is threatened to be made a party to any completed, pending, or threatened action or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation, partnership, joint venture, trust, or other enterprise. Indemnification may include reimbursement of expenses, attorney fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or proceeding if he or she acted in good faith and in a manner he or she 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 his or her conduct was unlawful, provided, however, if the action or proceeding was, is, or is threatened to be by or in the right of the corporation, indemnification may not be made in respect of any claim, issue, or matter as to which the person has been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation, except to the extent that the court in which the action was brought determines upon application that, despite the adjudication of liability, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for expenses which the court considers proper. The termination of an action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent does not create a presumption that the person did not meet the requisite standard of conduct set forth in this paragraph.

B. To the extent that a director, officer, employee, or agent of the corporation has been successful on the merits or otherwise in defense of an action or proceeding referred to in paragraph A of this article, or in defense of a claim, issue, or matter in the action or proceeding, he or she shall be indemnified against expenses and attorney fees actually and reasonably incurred by him or her in connection with the defense.

C. Unless otherwise ordered by a court, indemnification under paragraph A of this article may only be made by the corporation upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances, because he or she has met the requisite standard of conduct set out in paragraph A of this article. The determination shall be made:

1. by the board of directors by a majority vote of a quorum consisting of directors who were not parties to the action or proceeding; or
2. by independent legal counsel in a written opinion if:
 - a) a quorum under subparagraph 1 of this article is not obtainable; or
 - b) a quorum under subparagraph 1 of this article is obtainable but a majority of disinterested directors so directs; or
3. by the shareholders.

D. Expenses incurred in defending a civil or criminal action or proceeding may be paid by the corporation in advance of the final disposition of the action or proceeding as authorized in the manner provided in paragraph C of this article upon receipt of an undertaking by or on behalf of this director, officer, employee, or agent to repay the amount if ultimately determined that he or she is not entitled to be indemnified by the corporation as authorized in this article.

E. The indemnification provided by this article is not exclusive of any other rights to which a person seeking indemnification may be entitled under an agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding the office. The right to indemnification continues as to a person who has ceased to be a director, officer, employee, or agent, and inures to the benefit of the heirs, executors, and administrators of the person.

F. The corporation may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in that capacity, or arising out of that status, whether or not the corporation has the power to indemnify him or her against the liability under the provisions of this section.

ARTICLE X. DISSOLUTION AND DISTRIBUTION

Section 1. Approval of Dissolution. The corporation may elect to terminate its affairs and voluntarily dissolve: (i) by the vote of three-fourths of the shares entitled to vote at a special or annual shareholder meeting after notice to each shareholder stating that one of the purposes of the meeting is to consider approval of voluntary dissolution of the corporation; or (ii) upon unanimous written consent of the shareholders. The board may dissolve the corporation upon majority vote in the event the corporation is adjudicated bankrupt.

Section 2. Procedures for Dissolution and Distribution. Upon dissolution of the corporation, the directors shall:

- A. Pay or adequately provide for payment of all of the known debts and

liabilities of the corporation pursuant to AS 10.06.668;

B. Direct the distribution of all the remaining corporate assets among the shareholders, proportionately in accordance with their respective rights and preferences under the shares issued and outstanding; and

C. Take such other steps as may be reasonable or beneficial to wind up the affairs of the corporation, including filing any certificates, decrees or articles respecting such dissolution with the appropriate state agency.

**ARTICLE XI.
CONFLICT OF BYLAWS WITH ARTICLES OF
INCORPORATION OR ALASKA STATUTES**

In the event these bylaws should in any manner conflict with the articles of incorporation of the corporation or the Alaska Statutes, then the articles of incorporation of the corporation and the Alaska Statutes will govern.

**ARTICLE XII.
AMENDMENTS**

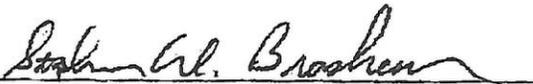
These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority vote of the board of directors at any regular or special meeting of the board of directors.

**ARTICLE XIII.
ADOPTION OF BYLAWS**

These bylaws were duly amended by the board of directors of the corporation on the 13th day of February 2018, at Anchorage, Alaska, and the same do now constitute the bylaws of the corporation.

GREAT NORTHERN MANUFACTURING, INC.
An Alaska Corporation

Dated: 02/13/2018

By: 
Stephen W. Brashear, President

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BYLAWS OF GREAT NORTHERN
MANUFACTURING, INC.

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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	Great Northern Cannabis, Inc.

Entity Type: Business Corporation

Entity #: 10032664

Status: Good Standing

AK Formed Date: 10/9/2015

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 645 G ST STE 100-907, ANCHORAGE, AK 99501

Entity Physical Address: 425 G STREET, SUITE 515, ANCHORAGE, AK 99501

Registered Agent

Agent Name: Stephen Brashear

Registered Mailing Address: 2341 CINNABAR LOOP, ANCHORAGE, AK 99507-3150

Registered Physical Address: 2341 CINNABAR LOOP, ANCHORAGE, AK 99507-3150

Officials

AK Entity #	Name	Titles	Owned
	AILEEN VANG	Shareholder	0.32
	ALLYSON LAUCK	Shareholder	0.24
	AMY VAIL	Shareholder	1.94
	ANDREW HALCRO	Shareholder	1.08

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AK Entity #	Name	Titles	Owned
	ANGELA MILLER	Shareholder	1.38
	ANITA BRADBURY	Shareholder	2.16
	Ann Desalvo	Shareholder	0.32
10071203	Big Sky Holdings, LLC	Shareholder	9.74
10050167	Birch Clearing Holdings, LLC	Shareholder	2.29
	BRENT MILLER	Shareholder	1.10
	BRIAN PIKE	Shareholder	0.32
	CARLA MASON	Shareholder	6.48
	CARLA MILLER	Shareholder	2.56
	COLT MILLER	Shareholder	0.10
	DARCY HOLT	Director, Shareholder	2.39
	Donna Clark	Shareholder	0.03
	GERARDO MARTINEZ	Shareholder	8.00
	JACKLYN ONEY	Shareholder	2.16
	JEFF ROGNES	Shareholder	0.16
	JERAD BROWN	Director, Shareholder	7.64
	JORDAN HUSS	Director, Shareholder, Vice President	11.47
	KRISTIN ROGNES	Shareholder	0.16
	Larry Clark	Shareholder	0.03
	LAWRENCE J. WISSING	Shareholder	0.32
	MICHAEL ELLENBURG	Director, Secretary	
	MORGAN VAIL	Shareholder	1.93
10042246	Morse Capital LLC	Shareholder	2.89
10059404	Murder Lake, LLC	Shareholder	5.89
	PATRICK FLYNN	Shareholder, Treasurer	4.01
	ROBERT THOMPSON	Shareholder	2.31
10049204	Smart Capital Holdings, LLC	Shareholder	4.63
	STEPHEN BRASHEAR	President, Director	
	TERRY HENNESSEY	Shareholder	0.37
	TERRY LAUCK	Shareholder	0.24
	THOMAS DESALVO	Shareholder	4.41
	VICTOR RODRIGUEZ	Shareholder	9.72
	VICTORIA HALCRO	Shareholder	1.08
	VICTORIA RHOADES	Shareholder	0.13

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Filed Documents

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Date Filed Type Filing Certificate

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Date Filed	Type	Filing	Certificate
10/09/2015	Creation Filing	Click to View	Click to View
10/09/2015	Initial Report	Click to View	
6/24/2016	Agent Change	Click to View	
6/24/2016	Change of Officials	Click to View	
7/05/2016	Entity Address Change	Click to View	
8/24/2016	Change of Officials	Click to View	
10/09/2016	Biennial Report	Click to View	
11/17/2016	Change of Officials	Click to View	
1/05/2017	Change of Officials	Click to View	
1/26/2017	Change of Officials	Click to View	
2/10/2017	Change of Officials	Click to View	
6/02/2017	Change of Officials	Click to View	
9/26/2017	Entity Address Change	Click to View	
11/22/2017	Change of Officials	Click to View	
1/19/2018	Change of Officials	Click to View	
4/19/2018	Change of Officials	Click to View	
12/31/2018	Biennial Report	Click to View	

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THE STATE
of **ALASKA**

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

AK Entity #: 10032664
Date Filed: 10/09/2015
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Incorporation
Domestic Business Corporation

Web-10/9/2015 12:08:28 PM

1 - Entity Name

Legal Name: Great Northern Cannabis, Inc.

2 - Purpose

The corporation will sell cannabis and related projects including edibles, accessories, and apparel upon receipt of a license from the State of Alaska.

3 - NAICS Code

111419 - OTHER FOOD CROPS GROWN UNDER COVER

4 - Registered Agent

Name: Stephen Brashear
Mailing Address: 25135 Cates Ave, Eagle River, AK 99577-9610
Physical Address: 25135 Cates Ave, Eagle River, AK 99577-9610

5 - Entity Addresses

Mailing Address: 25135 Cates Ave., Eagle River, AK 99577-9610
Physical Address: 25135 Cates Ave., Eagle River, AK 99577-9610

6 - Shares

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Complete the below stock information on record with the Department. You may not change your authorized shares with this form. An amendment is required. Fill in number of shares issued.

Class	Series	Authorized	Par Value	Amount Issued
Common		10000000	\$0.00	

7 - Officials

Name	Address	% Owned	Titles
Stephen Brashear			Incorporator

Name of person completing this online application

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 Incorporator(s) listed above to act on behalf of this entity.

Name: Stephen W. Brashear

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Alaska Entity #10032664

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

Great Northern Cannabis, Inc.



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **October 09, 2015**.

Chris Hladick
Commissioner

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Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

GREAT NORTHERN CANNABIS, INC.

645 G STREET, SUITE 100-907, ANCHORAGE, AK 99501

owned by

GREAT NORTHERN CANNABIS, INC.

is licensed by the department to conduct business for the period

December 7, 2019 to December 31, 2021
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting; 42 - Trade

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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.

Julie Anderson
Commissioner

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GREAT NORTHERN CANNABIS, INC.
645 G STREET
SUITE 100-907
ANCHORAGE, AK 99501

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BYLAWS
OF
GREAT NORTHERN CANNABIS, INC.

ARTICLE I - OFFICES

The mailing address for the principal office of the corporation in the State of Alaska shall be located at 2341 Cinnabar Loop, Anchorage, Alaska 99507. The corporation may have such other offices within or without the State of Alaska, as the board of directors may designate or as the business of the corporation may require from time to time.

The registered office of the corporation, required by the Alaska Business Corporation Act to be maintained in the State of Alaska, may be, but need not be, identical with the principal office in the State of Alaska, and the address of the registered office may be changed from time to time by the board of directors of the corporation.

ARTICLE II - SHAREHOLDERS

Section 1. Annual Meeting. The annual meeting of the shareholders shall be held during the month of January each year, or at such time as the shareholders shall otherwise schedule such meeting, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein or any annual meeting of the shareholders, or any adjournment or adjournments thereof, the board of directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be scheduled.

Section 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the board of directors, and shall be called by the president at the request of any shareholder.

Section 3. Place of Meeting. The board of directors may designate any place, either within or outside of the State of Alaska, as the place of meeting for any annual meeting or for any special meeting of the shareholders. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or outside of the State of Alaska, as the place for the holding of such meeting. Shareholders may participate by phone, video conference, or other electronic means. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation.

Section 4. Notice of Meetings. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten nor more than fifty days before the date of the meeting, either personally, by mail, or by electronic mail, by or at the direction of the president, or the secretary, or the persons calling the meeting, to each

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shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail, addressed to the shareholder at his/her address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. If delivered by electronic mail, a delivery receipt or, alternatively, a direct confirmation of receipt from the recipient shall confirm delivery to the electronic mail address furnished by the shareholder.

Section 5. Quorum. At all meetings of shareholders of the corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

Section 6. Voting.

(a) Any corporate action, other than the election of directors to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of the shares entitled to vote thereon.

(b) At each meeting of shareholders, each holder of record of shares of the corporation entitled to vote thereat, shall be entitled to one vote for each share registered in his/her name on the books of the corporation.

(c) Each shareholder entitled to vote or to express consent or dissent without a meeting may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder, himself, or by his/her or her attorney-in-fact duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the persons executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the secretary at the meeting and shall be filed with the records of the corporation.

(d) Any resolution in writing, signed by all of the shareholders entitled to vote thereon, either in person or by verified electronic signature, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of the shareholders and such resolution so signed shall be inserted in the Minute Book and the corporation under its proper date.

ARTICLE III - BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office.

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(a) The number of the directors of the corporation shall be at least five (5).

(b) Except as may otherwise be provided herein or in the articles of incorporation, the members of the board of directors of the corporation need not be shareholders, and shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote in the election.

(c) Each director shall hold office until the annual meeting of the shareholders next succeeding his/her election, and until his/her successor is elected and qualified, or until his/her death, resignation or removal.

Section 2. Duties and Powers. The board of directors shall be responsible for the control and management of the affairs, property and interests of the corporation, and may exercise all powers of the corporation, except as are expressly conferred upon or reserved to the shareholders.

Section 3. Annual and Regular Meetings: Notice.

(a) A regular annual meeting of the board of directors shall be held immediately following the annual meeting of the shareholders, at the place of such annual meeting of shareholders.

(b) The board of directors, from time to time, may provide by resolution for the holding of other regular meetings of the board of directors, and may fix the time and place thereof.

(c) Notice of any regular meeting of the board of directors shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the board of directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the manner set forth in Section 5 of this Article III, with respect to special meetings, unless such notice shall be waived in the manner set forth in Section 5.

Section 4. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any director. Such special meeting shall be held at the principal office of the corporation unless the shareholders of the company shall agree in writing that such meeting may be held at another place which may be either within or without the State of Alaska.

Section 5. Notice. Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Any director may waive notice of any meeting. The attendance of

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a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Chairman. At all meetings of the board of directors, the chairman of the board, if any and if present, shall preside. If there shall be no chairman, or he shall be absent, then the president shall preside, and in his/her absence, a chairman chosen by the directors shall preside.

Section 7. Quorum and Adjournments.

(a) At all meetings of the board of directors, the presence of a majority of the entire board shall be necessary and sufficient to constitute a quorum for the transaction of business.

(b) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

Section 8. Manner of Acting.

(a) At all meetings of the board of directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he/she may hold.

(b) The action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors. Any action authorized, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the board of directors.

Section 9. Action Without a Meeting. Any action that may be taken by the board of directors at a meeting may be taken without a meeting if a consent in writing setting forth the action so to be taken, shall be signed before such action by all of the directors.

Section 10. Vacancies. Any vacancy occurring in the board of directors by reason of the death, resignation, disqualification, removal (unless a vacancy created by the removal of a director by the shareholders shall be filled by the shareholders at the meeting at which the removal was effected) or inability to act of any director, or otherwise, may be filled by unanimous vote of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the board of directors for a term of office continuing only until the next election of directors by the shareholders.

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Section 11. Resignation. Any director may resign at any time by giving written notice to the board of directors, the president or the secretary of the corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the board of directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 12. Removal. Any director may be removed with or without cause at any time by the shareholders, at a special meeting of the shareholders called for that purpose, and may be removed for cause by action of the board.

Section 13. Compensation. By resolution of the board of directors, each director may be paid his/her expenses, if any, of attendance at each meeting of the board of directors, and may be paid a salary as director or a fixed sum for attendance at each meeting of the board of directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 14. Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file his/her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 15. Change of Number. The number of directors may at any time be increased or decreased. Such action shall be taken by the vote of two-thirds (2/3) of the voting stock issued and outstanding, at any regular or special meeting if a notice of such meeting (or the waiver of notice signed by all shareholders entitled to vote) contains a statement of the proposed increase or decrease, and in case of any such increase, the shareholders at any general or special meeting held before the board of directors take action, shall have the power to elect such additional directors to hold office until the next annual meeting of the shareholders, and until their successors are elected and qualified.

Section 16. Committees. Standing or temporary committees may be appointed by the board of directors from time to time, and the board of directors may from time to time invest such committees with such powers as it sees fit, subject to such conditions as may be prescribed by the board, and by law. An executive committee may be appointed by resolution passed by a majority of the whole board; it shall have all the powers provided by statute, except as specially limited by the Board. All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in the books kept for that purpose in the office of the corporation, and shall report the same to the board of directors at its next meeting.

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ARTICLE IV - OFFICERS

Section 1. Number. The officers of the corporation shall be a president, a vice president, a secretary and a treasurer, each of whom shall be elected by the board of directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the board of directors. Any two or more offices may be held by the same person, except the office of president and secretary. Notwithstanding the foregoing, in the event there is only one shareholder there need be only one officer to fulfill the functions of all of the offices of the corporation.

Section 2. Election and Term of Office. The officers of the corporation to be elected by the board of directors shall be elected annually by the board of directors at the first meeting of the board of directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified or until his/her death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Resignation. Any officer may resign at any time by giving written notice of such resignation to the board of directors, or to the president or the secretary of the corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the board of directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Any officer or agent may be removed by a majority vote of the board of directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may at any time be filled by the board of directors for the unexpired portion of the term.

Section 6. President. The president shall be the principal executive officer of the corporation and, subject to the control of the board of directors, shall in general supervise and control all of the business and affairs of the corporation. He/she shall, when present, preside at all meetings of the shareholders and of the board of directors. He/she may sign, with the secretary or any other proper officer of the corporation authorized by the board of directors, certificates for shares of the corporation, and deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the corporation, or shall be required by law to be

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otherwise signed or executed; and in general shall perform all duties incident to the office of the president and such other duties as may be prescribed by the board of directors from time to time.

Section 7. The Vice-President. In the absence of the president or in the event of his/her death, inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated at the time of their election, or in the absence of any designation, then in order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president, and shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors. In addition to the above-described duties, the vice-president shall use his/her best efforts to assist the president, secretary and treasurer.

Section 8. The Secretary. The secretary shall:

(a) Keep the minutes of the proceedings of the shareholders and of the board of directors in one or more books provided for that purpose.

(b) See that all notices are duly given in accordance with the provisions of these bylaws or as required by law.

(c) Be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized.

(d) Keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder.

(e) Sign with the president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the board of directors.

(f) Have general charge of the stock transfer books of the corporation; and

(g) In general perform all duties as from time to time may be assigned to him by the president or by the board of directors. In addition to the above-described duties, the secretary shall run the day to day operations of the corporation.

Section 9. The Treasurer. The treasurer shall:

(a) Have charge and custody of and be responsible for all funds and securities of the corporation.

(b) Receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation and in such

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banks, trust companies and other depositories as shall be selected in accordance with the provisions of Article VII of these bylaws; and

(c) In general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the board of directors shall determine.

Section 10. Salaries. The salaries of the officers shall be fixed from time to time by the board of directors and no officer shall be prevented from receiving such salary by reason of the fact that he/she is also a director of the corporation. The salary of the officers of the corporation shall not be changed without a majority vote of the board of directors.

Section 11. Shares of Other Corporations. Whenever the corporation is the holder of shares of any other corporation, any right or power of the corporation as such shareholder (including the attendance, acting and voting at shareholders' meetings and execution of waivers, consents, proxies or other instruments) may be exercised on behalf of the corporation by the president, or such other person as the board of directors may authorize.

ARTICLE V. - STOCK CERTIFICATES

Section 1. Certificates for Shares. All certificates of stock shall be signed by the president or vice-president and the secretary or assistant secretary.

Section 2. Treasury Stock. Treasury stock shall neither vote nor participate in dividends.

Section 3. Transfer of Shares. Transfer of stock shall be made only on the books of the corporation and the old certificate, properly endorsed, shall be surrendered and canceled before a new certificate is issued. The stock books of the corporation shall be closed against any transfers for a period of thirty (30) days before the date of payment of a dividend and for fifteen (15) days before each meeting of the shareholders.

Section 4. Loss or Destruction. In the case of loss or destruction of a certificate of stock, no new certificate shall be issued in lieu thereof, except upon satisfactory proof to the board of directors of such loss or destruction, and upon the giving of security as required by the board of directors. Any such new certificate shall be plainly marked "duplicate" upon its face.

ARTICLE VI. - FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January and end on the 31st day of December.

ARTICLE VII. - DIVIDENDS AND FINANCE

Section 1. Dividends. The board of directors may, from time to time, declare and the corporation may pay dividends on its outstanding shares in the manner, and upon the terms and

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conditions provided by law, and its articles of incorporation.

Section 2. Corporate Funds. The funds of the corporation shall be deposited with such bank, or trust company as the directors shall designate, and shall be withdrawn only upon the check or order of the officers designated by the board of directors.

ARTICLE VIII. - NOTICE REQUIREMENTS

Whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of these bylaws, such notice may be delivered by electronic mail, provided there is a means of confirming delivery. A waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX. - INDEMNIFICATION

A. The corporation may indemnify a person who was, is, or is threatened to be made a party to any completed, pending, or threatened action or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation, partnership, joint venture, trust, or other enterprise. Indemnification may include reimbursement of expenses, attorney fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or proceeding if he acted in good faith and in a manner he 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 his/her conduct was unlawful, provided, however, if the action or proceeding was, is, or is threatened to be by or in the right of the corporation, indemnification may not be made in respect of any claim, issue, or matter as to which the person has been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the corporation, except to the extent that the court in which the action was brought determines upon application that, despite the adjudication of liability, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for expenses which the court considers proper. The termination of an action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent does not create a presumption that the person did not meet the requisite standard of conduct set forth in this paragraph.

B. To the extent that a director, officer, employee, or agent of the corporation has been successful on the merits or otherwise in defense of an action or proceeding referred to in paragraph A of this article, or in defense of a claim, issue, or matter in the action or proceeding, he/she shall be indemnified against expenses and attorney fees actually and reasonably incurred by him in connection with the defense.

C. Unless otherwise ordered by a court, indemnification under paragraph A of this article may only be made by the corporation upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he/she has met the requisite standard of conduct set out in paragraph A of this article. The determination shall be made:

- I. by the board of directors by a majority vote of a quorum consisting of

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directors who were not parties to the action or proceeding; or

2. by independent legal counsel in a written opinion if:
 - a. a quorum under subparagraph 1 of this article is not obtainable; or
 - b. a quorum under subparagraph 1 of this article is obtainable but a majority of disinterested directors so directs; or
3. by the shareholders.

D. Expenses incurred in defending a civil or criminal action or proceeding may be paid by the corporation in advance of the final disposition of the action or proceeding as authorized in the manner provided in paragraph C of this article upon receipt of an undertaking by or on behalf of this director, officer, employee, or agent to repay the amount if ultimately determined that he/she is not entitled to be indemnified by the corporation as authorized in this article.

E. The indemnification provided by this article is not exclusive of any other rights to which a person seeking indemnification may be entitled under an agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding the office. The right to indemnification continues as to a person who has ceased to be a director, officer, employee, or agent, and inures to the benefit of the heirs, executors, and administrators of the person.

F. The corporation may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in that capacity, or arising out of that status, whether or not the corporation has the power to indemnify him against the liability under the provisions of this section.

ARTICLE X. DISSOLUTION AND DISTRIBUTION

Section 1. Approval of Dissolution. The Corporation may elect to terminate its affairs and voluntarily dissolve: (i) by the vote of three-fourths of the shares entitled to vote at a special or annual shareholder meeting after notice to each shareholder stating that the one of the purposes of the meeting is to consider approval of voluntary dissolution of the Corporation; or (ii) upon unanimous written consent of the Shareholders. The Board may dissolve the Corporation upon majority vote in the event the Corporation is adjudicated bankrupt.

Section 2. Procedures for Dissolution and Distribution. Upon dissolution of the Corporation, the directors shall:

- a) Pay or adequately provide for payment of all of the known debts and liabilities of the Corporation, pursuant to AS 10.06.668;

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- b) Direct the distribution of all the remaining corporate assets among the shareholders, proportionately in accordance with their respective rights and preferences under the shares issued and outstanding; and
- c) Take such other steps as may be reasonable or beneficial to wind up the affairs of the Corporation, including filing any certificates, decrees or articles respecting such dissolution with the appropriate State agency.

ARTICLE XI. - CONFLICT OF BYLAWS WITH
ARTICLES OF INCORPORATION OR ALASKA STATUTES

In the event these bylaws should in any manner conflict with the articles of incorporation of the corporation or Alaska Statutes, then the articles of incorporation of the corporation and the Alaska Statutes will govern.

ARTICLE XII. - AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by a majority vote of the board of directors at any regular or special meeting of the board of directors.

ARTICLE XIII. - ADOPTION OF BYLAWS

These bylaws were duly amended by the board of directors of the corporation on the 21st day of September, 2016 at Anchorage, Alaska, and the same do now constitute the bylaws of the corporation.

GREAT NORTHERN CANNABIS, INC.
An Alaska corporation

Dated: 09/21/2016

By: 
Stephen Brashear
Its: President

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GREAT NORTHERN CANNABIS, INC.,

RESOLUTION NO. 2016 - 02

A RESOLUTION AMENDING THE BYLAWS OF THE CORPORATION TO PROVIDE FOR RATABLE DISTRIBUTIONS TO SHAREHOLDERS UPON DISSOLUTION, AND AMENDING THE SHAREHOLDER AGREEMENT TO PROVIDE CERTAIN TERMS UPON ISSUANCE OF NEW SHARES

WHEREAS Great Northern Cannabis, Inc. ("Corporation") desires to amend its bylaws to provide for procedures in the event of voluntary dissolution and to provide for distribution of the net assets of the Corporation upon dissolution to the Shareholders, in proportion to each Shareholder's ownership interest in the Corporation; and

WHEREAS the Corporation is presently in the process of issuing shares to new investors in exchange for capital contributions and desires each issuance of new shares approved by the Board to constitute a deemed, automatic amendment to the Shareholder Equity Table (Exhibit A of that certain Shareholder Agreement), and wishes to amend the Shareholder Agreement to clarify that the issuance of additional shares will result in the dilution of existing ownership interests.

NOW THEREFORE BE IT RESOLVED THAT Effective September 21, 2016, the following new Article X shall be added to the Bylaws of the Corporation and subsequent Articles renumbered accordingly:

ARTICLE X

DISSOLUTION AND DISTRIBUTION.

Section 1. Approval of Dissolution. The Corporation may elect to terminate its affairs and voluntarily dissolve: (i) by the vote of three-fourths of the shares entitled to vote at a special or annual shareholder meeting after notice to each shareholder stating that the one of the purposes of the meeting is to consider approval of voluntary dissolution of the Corporation; or (ii) upon unanimous written consent of the Shareholders. The Board may dissolve the Corporation upon majority vote in the event the Corporation is adjudicated bankrupt.

Section 2. Procedures for Dissolution and Distribution. Upon dissolution of the Corporation, the directors shall:

- a) Pay or adequately provide for payment of all of the known debts and liabilities of the Corporation, pursuant to AS 10.06.668;
- b) Direct the distribution of all the remaining corporate assets among the shareholders, proportionately in accordance with their respective rights and preferences under the shares issued and outstanding; and

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- c) Take such other steps as may be reasonable or beneficial to wind up the affairs of the Corporation, including filing any certificates, decrees or articles respecting such dissolution with the appropriate State agency.

FURTHER RESOLVED THAT the Shareholder Agreement is amended effective September 21, 2016 to add new Section 6, to read in full as follows, with subsequent sections renumbered accordingly:

6. Right to Raise Additional Capital. The Board of the Corporation may authorize the Officers of the Corporation to raise additional capital through the issuance of additional shares of the Corporation and the admission of additional Shareholders to the Corporation, upon terms and conditions as the Board may approve. Any person who acquires shares shall be required to sign a subscription agreement, requiring the person to be bound by this Agreement. Such acknowledgement shall not require the re-execution of this Agreement by existing Shareholders. By virtue of this provision, an existing shareholder's ownership interest may be diluted upon the issuance of such additional shares and each Shareholder hereby consents to such dilution provided the conditions of this Section have been complied with. The Shareholder Equity Table, attached hereto as Exhibit A, shall be deemed automatically amended to reflect such dilution and the relevant terms and conditions respecting issued and outstanding shares. The President or his/her designee shall prepare and distribute a revised Shareholder Equity Table reflecting such changes within a reasonable period after issuance of additional shares is final.

These resolutions were duly adopted by vote of the shareholders of the Corporation on the 21st day of September, 2016, at Anchorage, Alaska, and the same do now constitute the acts of the Corporation.

GREAT NORTHERN CANNABIS, INC.

An Alaska corporation

Dated: 09/21/2016

By: Stephen W. Brashear

Stephen Brashear

Its: President

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Birch Clearing Holdings, LLC

Entity Type: Limited Liability Company

Entity #: 10050167

Status: Good Standing

AK Formed Date: 1/27/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 11112 BLUFF CREEK CIRCLE, ANCHORAGE, AK 99515

Entity Physical Address: 11112 BLUFF CREEK CIR, 11112 BLUFF CREEK CIRCLE,
 ANCHORAGE, AK 99515-5275

Registered Agent

Agent Name: Janica Liland

Registered Mailing Address: 11112 BLUFF CREEK CIRCLE, ANCHORAGE, AK 99515

Registered Physical Address: 11112 BLUFF CREEK CIRCLE, ANCHORAGE, AK 99515

Officials

AK Entity #	Name	Titles	Owned	<input type="checkbox"/> Show Former
	JANICA LILAND	Member	100.00	

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Filed Documents

Date Filed	Type	Filing	Certificate
1/27/2017	Creation Filing	Click to View	Click to View
11/20/2017	Initial Report	Click to View	
11/27/2017	Correction	Click to View	Click to View
12/19/2018	Biennial Report	Click to View	

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**LIMITED LIABILITY COMPANY OPERATING
AGREEMENT
FOR
BIRCH CLEARING HOLDINGS LLC**

**ARTICLE I
Company Formation**

- 1.1 **FORMATION.** The Members have formed a Limited Liability Company ("Company") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the members.
- 1.2 **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.
- 1.3 **TERM.** The Company will continue perpetually unless,
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
 - (b) Any event which causes the Company's business to become unlawful; or
 - (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
 - (d) Any other event causing dissolution of the Company under applicable state laws.
- 1.4 **CONTINUANCE OF COMPANY.** In the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, those Members have the right to continue the business of the Company. This right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not exercised, the right of the Members to continue the business of the Company will expire.
- 1.5 **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the company's objectives.

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- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as selected by the Managers.
- 1.7 **THE MEMBERS.** The name and residential address of each member are listed in Exhibit 2 attached to this Agreement.
- 189 **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be admitted to the Company through a Certificate of New Membership issuance by the company of new interest in the Company or as otherwise provided in this agreement.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members will initially contribute capital to the Company, as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is \$ 50,000.00.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member will be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the Members in proportion to each Member's capital interest in the Company as set forth in Exhibit 2 as amended and in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Members will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company or liquidation of a Member's interest, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b) (2). To the extent a Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

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- 4.1 **MANAGEMENT OF THE BUSINESS.** The Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended, may vote to elect a Manager or Managers. One manager will be elected by the Members as Chief Executive Manager. The Manager(s) may be a Member or Non-Member. The name and residential address of each Manager is attached as Exhibit 1 of this Agreement.
- 4.2 **MEMBERS.** The liability of the Members will be limited according to state law. Members that are not Managers will take no part in the control, management, direction, or operation of the Company's affairs and will have no power to bind the Company in legal agreements. The Managers may seek advice from the Members, but need not follow such advice. No Member is an agent of any other Member of the Company, solely by reason of being a Member.
- 4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business.
- The Managers are further authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs.
- 4.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager has primary responsibility for managing the operations of the Company and for carrying out the decisions of the Managers.
- 4.5 **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

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- 4.6 **COMPANY INFORMATION.** The Managers must supply information regarding the company or its activities to any member upon his or her request. Any Member or their authorized representative will have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. Access and inspection of information will be at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members, if done in good faith to promote the best interests of the Company, will not subject the Managers to any liability.
- 4.8 **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.
- 4.9 **RECORDS.** The Managers must keep the following at the company's principal place of business or other location:
- (a) A current list of the full name and the last known street address of each Member;
 - (b) A copy of the Company's Certificate of Formation and Operating Agreement and all amendments;
 - (c) Copies of Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

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(d) Copies of the Company's financial statements for the three most recent years, if any.

ARTICLE V **Compensation**

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company is entitled to compensation proportionate with the value of those services.
- 5.2 **REIMBURSEMENT.** The Company must reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI **Bookkeeping**

- 6.1 **BOOKS.** The Managers will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The managers may select the method of accounting and the company's accounting period will be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers must maintain separate capital and distribution accounts for each member. Each member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:
- (a) Any additional capital contribution made by the member;
 - (b) Credit balances transferred from the member's distribution account to his or her capital account;
and decreased by:
 - (a) Distributions to the member in reduction of Company capital;
 - (b) The Member's share of Company losses if charged to his or her capital account.
- 6.3 **REPORTS.** The Managers will close the books of account after the close of each calendar year and will prepare and send to each member, a statement of such Member's distributive share of income and expense for income tax reporting purposes.

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ARTICLE VII
Transfers

- 7.1 **ASSIGNMENT.** If a Member proposes to sell, assign, or otherwise dispose of all or any part of his or her interest in the Company, that Member must first make a written offer to sell his or her interest to the other Members at a price determined by mutual agreement. If the other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee will have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee will only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

ARTICLE VIII
Dissolution

- 9.1 **DISSOLUTION.** The Member(s) may dissolve the company at any time. The Member may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member(s), not by the owner of the Members interests.

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**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
BIRCH CLEARING HOLDINGS LLC**

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$ 50,000.00. The description and each individual portion of this initial contribution is as follows:

\$ 50,000.00

SIGNED AND AGREED this 19 day of January, 2018.

[Handwritten Signature]
Signature of Member

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EXHIBIT 1
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
BIRCH CLEARING HOLDINGS LLC

LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Printed Name JANICA LILAND

Chief Executive Manager

1112 Bluff Creek Cir Address
Mon. AL 35515

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this Fri day of January 19, 2018.


Signature of Member

Printed Name JANICA LILAND

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EXHIBIT 2

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
BIRCH CLEARING HOLDINGS LLC**

LISTING OF MEMBERS

As of the ¹¹~~10~~ day of January, 20 18 the following is a list of
Members of the Company:

Name JANICA LILAND **Percent** 100 %

Address 1112 Bluff Creek Cr

Authorized by Member(s) to provide Member Listing as of this 19 day of
January, 20 18.

[Signature]

Signature of Member

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EXHIBIT 3

CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 10 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Birch Clearing Holdings LLC, adopted by the members as of January, 19 20 18.

Members:

[Handwritten Signature]
Signature

JONICA LILAND
Printed Name

Percent:
100
%

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Murder Lake, LLC

Entity Type: Limited Liability Company

Entity #: 10059404

Status: Good Standing

AK Formed Date: 5/19/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 3500 LATOUCHE, STE. 360, ANCHORAGE, AK 99508

Entity Physical Address: 3500 LATOUCHE, STE. 360, 3500 LATOUCHE ST. SUITE 360,
 ANCHORAGE, AK 99508-2749

Registered Agent

Agent Name: Law Offices of Christy Lee, P.C.

Registered Mailing Address: 225 E FIREWEED LANE, STE 200, ANCHORAGE, AK 99503

Registered Physical Address: 225 E FIREWEED LANE STE 200, ANCHORAGE, AK 99503

Officials

AK Entity #	Name	Titles	Owned	<input type="checkbox"/> Show Former
	Michael Ellenburg	Member	100.00	

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Filed Documents

Date Filed	Type	Filing	Certificate
5/19/2017	Creation Filing	Click to View	Click to View
11/20/2017	Initial Report	Click to View	
12/28/2018	Biennial Report	Click to View	

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OPERATING AGREEMENT OF MURDER LAKE, LLC

This Operating Agreement of Murder Lake , LLC (this "Agreement") is made and entered into effective as of May 19, 2017 by and between Murder Lake, LLC (the "Company") and Michael Ellenburg, its sole Member, to serve as the initial Operating Agreement of the Company.

Article One

General Provisions

Section 1.01. Formation

The Company was formed on May 19, 2017, when Articles of Organization were filed with the Alaska Department of Commerce, Community & Economic Development in accordance with and pursuant to the Alaska Revised Limited Liability Company Act (the "Act").

Section 1.02. Duration

The Company shall have perpetual existence unless it is dissolved and its affairs wound up pursuant to the terms of this Agreement.

Section 1.03. Purpose

This limited liability company is organized for the purpose of conducting retail operations for a cannabis related business and all lawful business for which a limited liability company may be organized under the Alaska Revised Limited Liability Company Act (AS 10.50), as it may be amended from time to time.

Section 1.04. Principal Office

The Company's principal office shall be 3500 LaTouche #360, Anchorage, Alaska 99508. The Member may change the location of the Company's principal office and delegate other offices at such places within and without the State of Alaska.

Section 1.05. Registered Agent and Office

The registered agent and registered office of the Company shall be Law Offices of Christy Lee, P.C., 225 E. Fireweed Lane, St. 200, Anchorage, Alaska 99503. At any time, the Member may change the registered agent or office through appropriate filings with the Alaska Department of Community and Economic Development.

Section 1.06. Tax Matter Partner

The Member shall be the initial Tax Matter Partner. The Member shall not commingle his personal funds with the Company's funds. Therefore, the Company shall maintain its own

separate bank accounts. The Member is authorized to open the Company accounts with any local bank

Section 1.07. Disregarded Entity for Tax Purposes

The Company shall be treated as a disregarded entity under the Internal Revenue Code for federal income tax purposes for as long as the Company has only one member. If the Company admits additional Members, the Company shall be treated as a partnership under the Internal Revenue Code for federal income tax purposes.

Section 1.08. Defects as to Formation

Even if the Member fails to observe any formalities or requirements of this Agreement, the Company's Articles of Organization, or the Act, this failure shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

Section 1.09. Title to Property

The Company shall acquire, hold, and convey property in the name of the Company. If the Company acquires an interest in property, the Company holds the title to the interest and not the individual Member.

Article Two

Capital Contributions

Section 2.01. Initial Capital Contribution

The undersigned initial Member agrees to contribute \$140,000 in exchange for 100% membership interest in the Company. Capital contributions shall be property of the Company and the Member shall earn no interest on the contribution. The Member's membership interest in the Company shall be characterized as personal property.

Section 2.02. Additional Capital Contributions

The Member shall not be required to contribute additional capital to the Company.

Section 2.03. Capital Account

The Member's capital account shall be maintained in accordance with Internal Revenue Code Section 704(b) and the regulations issued thereunder. The Member's capital account shall be adjusted to reflect any additional capital contribution to, or authorized capital withdrawal from, the Member's capital account

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Article Three

Distributions

Section 3.01. Allocation of Net Income, Net Loss, or Capital Gains

Subject to the provisions of Sections 704(b) and 704(c) of the Code and the regulations issued thereunder and except as may be expressly provided otherwise in this Article, the net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated to the Member.

Section 3.02. Distributions

The Member shall determine from time to time whether and the amount of distributions is to be made to the Member. However, at all times the Company shall retain sufficient funds for its working capital needs.

Section 3.03. Reimbursement

The Company shall reimburse the Member for any and all reasonable and necessary costs incurred on behalf of the Company, including the costs incurred in the organization of the Company. The Member shall not be entitled to any compensation for services to the Company.

Article Four

Management

The Company shall be managed by the Member. The Member shall have full and complete authority, power, and discretion to manage and control the business, affairs and properties of the Company. The Member shall make decisions regarding all Company matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

Article Five

Books and Records

The Member shall designate where the Company's books and records shall be maintained. Until determined otherwise by the Member, the Company's books and records shall be maintained at its principal office. The Company shall make its books and records reasonably available for inspection. Member inspection shall be upon written demand stating with reasonable particularity the purpose of the inspection. The inspection may be in person or by agent or attorney, at a reasonable time and for a proper purpose. Only books and records of account, minutes, and the records directly connected to the stated purpose of the inspection may be inspected or copied.

Article Six
Liability Limitation

The Member shall not be personally liable to the Company for monetary damages for conduct as the Member performed in a manner reasonably believed by the Member to be within the scope of the Member's authority and in the best interest of the Company. Any amendment to or repeal of this Article shall not adversely affect any right or protection of a Member for or with respect to any acts or omissions of the Member occurring prior to such amendment or repeal.

Article Seven
Indemnification

If the Member's actions were made in good faith and in a manner the Member reasonably believed to be in or not opposed to the best interests of the Company, then the Company shall indemnify and hold harmless the Member to the fullest extent allowed by law including, without limitation, all expenses, attorneys' fees, costs, judgments, fines, and amounts paid in settlement actually incurred by the Member. With respect to a criminal action or proceeding, the Member must have had no reasonable cause to believe the conduct was unlawful in order for the Company to indemnify and hold harmless the Member.

Indemnification may not be made in respect of any claim, issue, or matter as to which the Member has been adjudged to be liable for negligence or misconduct in the performance of the Member's duty to the Company, except to the extent that the court in which the action was brought determines upon application that, despite the adjudication of liability, in view of all the circumstances of the case, the Member is fairly and reasonably entitled to indemnity for expenses that the court considers proper. The provisions of this Article do not affect any rights to advancement of expenses to which the Member may be entitled under any contract or by law.

Article Eight
Dissolution

The Member, in his sole and absolute discretion, shall have the authority to dissolve, commence winding up, and liquidation of the Company. If all the Company's obligations are met, any and all remaining assets shall be distributed to the Member. In spite of the foregoing, if the Member has a deficit capital account balance, the Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other person or entity for any purpose whatsoever.

Article Nine
Miscellaneous Provisions

Section 9.01. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska. Venue and jurisdiction shall lie exclusively in Anchorage, Alaska.

Section 9.02. Amendments

The Member shall have the power to amend or repeal this Operating Agreement and the Company's Articles of Organization.

Section 9.03. Rights and Remedies Cumulative

The use of any one right or remedy in this Agreement shall not prevent or waive the right to use any or all other remedies. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Section 9.04. Severability

If any provision of this Agreement shall be deemed invalid, illegal, or unenforceable to any extent does not affect the validity or enforceability of the remainder of this Agreement.

Section 9.05. Heirs, Successors and Assigns

Each of the covenants, terms, and provisions contained in this Agreement shall be binding upon and inure to the benefit of the Member, to the extent permitted by this Agreement, his respective heirs, legal representatives, successors, and assigns.

Section 9.06. Creditors or Third Parties

This Agreement is entered into among the Company and the Member for the exclusive benefit of the Company, its Member and its successors and assigns. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any other person.

Section 9.07. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Section 9.08. Investment Representations

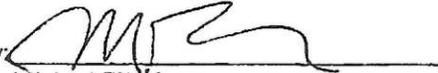
The membership interest has not been registered under the Securities Act of 1933, the Securities Act of Alaska or any other state securities laws (collectively referred to as the "Securities Acts") because the Company is issuing the membership interest in reliance upon the exemptions from

the registration requirements of the Securities Acts. The Company is relying upon the fact that the membership interest is to be held by the Member for investment and not with a view to the resale or distribution.

IN WITNESS WHEREOF, the Member has executed this Operating Agreement as of the date first above written.

MURDER LAKE, LLC,

By:


Michael Ellenburg

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

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

Name(s)

Type	Name
Legal Name	Big Sky Holdings, LLC

Entity Type: Limited Liability Company

Entity #: 10071203

Status: Good Standing

AK Formed Date: 11/3/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 21919 BARCLAY DRIVE, EAGLE RIVER, AK 99577

Entity Physical Address: 21919 BARCLAY DRIVE, EAGLE RIVER, AK 99577

Registered Agent

Agent Name: Stephen Brashear

Registered Mailing Address: 21919 BARCLAY DRIVE, EAGLE RIVER, AK 99577

Registered Physical Address: 21919 BARCLAY DRIVE, EAGLE RIVER, AK 99577

Officials

AK Entity #	Name	Titles	Owned	<input type="checkbox"/> Show Former
	Stephen Brashear	Member	100.00	

Filed Documents

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Date Filed	Type	Filing	Certificate
11/03/2017	Creation Filing	Click to View	Click to View
11/03/2017	Initial Report	Click to View	
1/24/2019	Biennial Report	Click to View	

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**OPERATING AGREEMENT OF
BIG SKY HOLDINGS, LLC**

THIS OPERATING AGREEMENT OF BIG SKY HOLDINGS, LLC (the "Operating Agreement"), is entered into effective as November 3, 2017 ("Effective Date"), by Stephen Brashear, the sole Member of the Company.

The undersigned has agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned, intending legally to be bound, agrees as follows:

1. **Definitions.** Unless the context otherwise specifies or requires, capitalized terms used in this Operating Agreement shall have the respective meanings assigned to them in this Section 1 for all purposes of this Operating Agreement (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Unless otherwise specified, all references in this Operating Agreement to Sections are to Sections of this Operating Agreement.

1.1 "Act" means the Alaska Limited Liability Company Act, Alaska Statutes § 10.50.010, *et seq.*, as in effect and hereafter amended, and, unless the context otherwise requires, applicable regulations thereunder. Any reference herein to a specific section or sections of the Act shall be deemed to include a reference to any corresponding provisions of future law.

1.2 "Additional Capital Contribution" means any Capital Contribution made by any Member after the Initial Capital Contribution pursuant to Section 3.2.

1.3 "Articles of Organization" or "Articles" means the Articles of Organization filed for the Company in accordance with the Act.

1.4 "Bankruptcy" means, and a Member shall be deemed "Bankrupt" upon, (i) the entry of a decree or order for relief of the Member by a court of competent jurisdiction in any involuntary case involving the Member under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (iii) the ordering of the winding up or liquidation of the Member's affairs; (iv) the filing with respect to the Member of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of ninety (90) days or which is dismissed or suspended pursuant to Section 305 of the Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law); (v) the commencement by the Member of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (vi) the consent by the Member to the entry of an order for relief in an involuntary case under any such law or to the

appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (vii) the making by the Member of any general assignment for the benefit of creditors; or (viii) the failure by the Member generally to pay his or his debts as such debts become due.

1.5 **"Capital Account"** means the separate account established and maintained for each Member pursuant to Section 3.3.

1.6 **"Capital Contribution"** means any property, including cash, contributed to the Company by or on behalf of a Member.

1.7 **"Code"** means the Internal Revenue Code, as in effect and hereafter amended, or any corresponding provision of any succeeding law.

1.8 **"Company"** means BIG SKY HOLDINGS, LLC.

1.9 **"Consent of the Members"** means the unanimous approval, vote, or written consent of the total Membership Interests.

1.10 **"Dollars"** and **"\$"** mean the lawful money of the United States.

1.11 **"GAAP"** means generally accepted accounting principles set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect from time to time.

1.12 **"Initial Capital Contribution"** means the initial contribution of capital to the Company made by the Members as set forth in Section 3.1 and on Exhibit "A" attached hereto and incorporated herein.

1.13 **"Member"** or **"Members"** means Stephen Brashear, and any other Person who shall in the future execute this Operating Agreement pursuant to the provisions of this Operating Agreement.

1.14 **"Membership Interest"** means the Percentage Interest of a Member in the Company.

1.15 **"Operating Agreement"** means this Operating Agreement, as this Operating Agreement may be amended or modified from time to time, together with all addenda, exhibits, and schedules attached to this Operating Agreement from time to time.

1.16 **"Percentage Interest"** means a Member's percentage share of ownership of the Company, which shall be equal to the percentage that such Member's Capital Contributions bears to the sum of all Capital Contributions.

1.17 "Person" or "Persons" means any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate, or other entity or organization.

2. Organization and Purpose.

2.1 Name of Company. The name of the Company shall be BIG SKY HOLDINGS, LLC.

2.2 Purpose. The Company is organized to conduct any or all lawful affairs for which a limited liability company is organized under AS 10.50. The Company shall have the power to do any and all lawful acts for the furtherance of the purposes of the Company and this Operating Agreement.

2.3 Term. The term of the Company shall begin upon the acceptance of the Articles of Organization by the State of Alaska, Department of Commerce, Community, and Economic Development, Corporations Section. The term of the Company shall continue until terminated pursuant to Section 10 of this Agreement or the mandatory provisions of the Act.

2.4 Principal Office. The principal office of the Company in the state of Alaska shall be located at 21919 Barclay Drive, Eagle River, Alaska 99577, or at any other place within the state of Alaska as the Members determine. The Members may establish and maintain such other offices and additional places of business of the Company, either within or without the state of Alaska, as the Members deem appropriate.

2.5 Registered Office and Registered Agent. The street address of the initial registered office of the Company is 21919 Barclay Drive, Eagle River, Alaska 99577, and the Company's registered agent at such address shall be Stephen Brashear.

3. Capital.

3.1 Initial Capital Contributions of the Members. Concurrently with the execution of this Operating Agreement, each Member shall contribute to the Company property in the form of cash, property or services (i.e. sweat equity) in the amounts set forth on Exhibit "A." The amount of the initial contribution of the Members shall be recorded as a contribution to the capital of the Company on the date contributed.

3.2 Additional Capital Contributions of the Members. A Member's share of the total Additional Capital Contribution shall be equal to the product obtained by multiplying the Member's Percentage and the total Additional Capital Contribution required.

3.3 Capital Accounts. A separate Capital Account shall be established and maintained for each Member. The Capital Account of each Member shall be

(i) increased by the amount of any Capital Contributions made to the Company by the Member, (ii) increased or decreased by items of Net Income or Net Loss allocated to the Member pursuant to Section 4.1, and (iii) decreased by any distributions made from the Company to the Member.

3.4 No Interest on Capital Contributions or Capital Accounts. No Member shall be entitled to receive any interest on such Member's Capital Contributions or outstanding Capital Account balance.

3.5 Advances to Company. No Member shall advance funds or make loans to the Company in excess of the amounts required hereunder to be contributed by such Member to the capital of the Company without the express written Consent of the Members. Any such approved advances or loans by a Member shall not result in any increase in the amount of such Member's Capital Account or entitle such Member to any increase in its Percentage Interest. The amounts of such advances or loans shall be a debt of the Company to such Member and shall be payable or collectible only out of the Company's assets in accordance with terms and conditions agreed upon by the Members.

3.6 Liability of Members and Members. Except as otherwise provided in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Act or this Operating Agreement shall not be grounds for imposing personal liability on the Members for debts, obligations, and liabilities of the Company.

3.7 Return of Capital. Except upon the dissolution of the Company or as may be specifically provided in this Operating Agreement, no Member shall have the right to demand, or to receive the return of, all or any part of the Member's Capital Account or the Member's Capital Contributions to the Company.

4. Allocation of Profits and Losses; Distributions; Taxes.

4.1 Allocation of Net Income or Net Loss. Except as otherwise provided in Section 4.2, the net income or net loss, other items of income, gains, losses, deductions, and credits, and the taxable income, gains, losses, deductions, and credits of the Company, if any, for each fiscal year (or portion thereof) shall be allocated to the Members in proportion to their Percentage Interests.

4.2 Allocation of Income and Loss With Respect to Company Interests Transferred. If any interest is transferred during any fiscal year, the net income or net loss (and other items referred to in Section 4.1) attributable to such interest for such fiscal year shall be allocated between the transferor and the transferee by closing the books of the Company as of the date of the transfer.

4.3 Distributions. Distributions to the Members may be made at times and in amounts as are determined by the Members. Approved distributions shall be made to the Members in proportion to their Percentage Interests. Distributions may be made in cash or by distributing property in kind.

4.4 Taxes.

4.4.1 Reports. As soon as practicable after the end of each fiscal year, the Company shall prepare and mail to each Member a report containing all information necessary for the Member to include such Member's share of taxable income or loss (or items thereof) in an income tax return.

4.4.2 Nonrecourse Loans.

(a) For federal income tax purposes, any loss attributable to a nonrecourse loan made to the Company by a Member (*i.e.*, any loss that would be economically borne by such Member in the capacity as lender) shall be allocated to such Member in accordance with Treas. Reg. §1.704-1(b)(4)(iv)(g). If any allocation of loss is made pursuant to the preceding sentence, subsequent income and gain of the Company shall first be allocated to such Member until the amount of income and gain so allocated equals the amount of loss previously allocated to the Member pursuant to the preceding sentence.

(b) For federal income tax purposes, any loss attributable to a nonrecourse loan made to the Company other than by a Member shall be allocated pursuant to Treas. Reg. §1.704-1(b)(4)(iv) according to the Percentage Interests in the Company.

4.4.3 Contributions of Property. In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, depreciation, amortization, gain, and loss, as determined for tax purposes, with respect to any contributed property the book value of which differs from its adjusted basis for federal income tax purposes, shall, for tax purposes, be allocated between the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its book value.

4.4.4 Purpose of Tax Allocations. Allocations pursuant to this Section 4.4 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, the Capital Account of any Member or such Member's share of profit, loss, other items, or distributions pursuant to any provision of this Operating Agreement. The provisions of this Section 4.4 relating to federal income tax treatment of an item shall apply for state and local income tax purposes to the extent permitted under applicable law. Any elections or other decisions relating to such allocations shall be made by the Members pursuant to Section 4.1 of this Operating Agreement.

4.4.5 Modifications. If the Members determine that any of the provisions of this Section 4.4 do not comply with the rules of Treas. Reg. §1.704-1(b)(3) for allocating income, gain, loss, and deductions of the Company in accordance with the Percentage Interests in the Company, the Members may make any modifications required to cause such provisions to comply with such rules.

5. MANAGEMENT

5.1 Management of the Company. The business and affairs of the Company shall be managed by the Members. The Members shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business.

6. MEMBERS

6.1 Meetings. Meetings of the Members may be called by any Member. The meeting shall be held at the principal place of business of the Company or as designated in the notice or waivers of notice of the meeting.

6.2 Notice. Notice of any meeting of the Members shall be given no fewer than five (5) days and no more than thirty (30) days prior to the date of the meeting. Notices shall be delivered in the manner set forth in Section 11.3 and shall specify the purpose or purposes for which the meeting is called. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.3 Quorum. The holders of a majority of the Membership Interests, present in person or represented by proxy, shall constitute a quorum for transaction of business at any meeting of the Members, provided that if the holders of less than a majority of the Membership Interests are present at said meeting, the holders of a majority of the Membership Interests may adjourn the meeting at any time without further notice.

6.4 Manner of Acting. The act of the holders of a majority of the Membership Interests present at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by statute, this Operating Agreement, or the Articles.

6.5 Action Without Meeting. Any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a Consent in writing, setting forth the action so taken, shall be signed by the Members.

6.6 Telephonic Meetings. The Members may participate in and act at any meeting of the Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Person or Persons so participating.

6.7 Proxies. Each Member entitled to vote at a meeting of the Members, or to express consent or dissent to action in writing without a meeting, may authorize another Person or Persons to act for such Member by proxy. Such proxy shall be deposited at the principal offices of the Company not less than forty-eight (48) hours before a meeting is held or action is taken, but no proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.8 Voting of Interests. Each Member shall be entitled to vote according to the Member's Membership Interest in the Company upon each matter submitted to a vote of the holders thereof.

6.9 Expenses. All expenses incurred with respect to the organization or operation of the Company shall be paid or reimbursed by the Company.

7. Indemnification.

7.1 Right of Indemnification. In accordance with the Act and this Operating Agreement, the Company shall indemnify, defend, and hold harmless any Member, or other officers, directors, partners, joint venturers, employees, or agents of the Company (individually, in each case, an "Indemnitee") to the fullest extent permitted by law, from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative, or investigative, in which the Indemnitee may be involved or threatened to be involved, as a party or otherwise, arising out of or incidental to the business or activities of or relating to the Company, regardless of whether the Indemnitee continues to be a Member, or officer, director, partner, joint venturer, employee, or agent of the Company, at the time any such liability or expense is paid or incurred; provided, however, that this provision shall not eliminate or limit the liability of an Indemnitee (i) for any breach of the Indemnitee's duty of loyalty to the Company or the Members, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, gross negligence, or fraud, or (iii) for any transaction from which the Indemnitee received any improper personal benefit.

7.2 Advances of Expenses. Expenses incurred by an Indemnitee in defending any claim, demand, action, suit, or proceeding subject to this Section 7 shall, from time to time, upon request by the Indemnitee, be advanced by the Company prior to the final disposition of such claim, demand, action, suit, or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such

amount if it shall be determined in a judicial proceeding or a binding arbitration that such Indemnitee is not entitled to be indemnified as authorized in this Section 7.

7.3 Other Rights. The indemnification provided by this Section 7 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, vote of the Members, as a matter of law or equity, or otherwise, both as to an action in the Indemnitee's capacity as a Member, officer, or any affiliate thereof, and as to an action in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of the Indemnitee.

7.4 Insurance. The Company may purchase and maintain insurance on behalf of the Members, and such other Persons as the Members shall determine, against any liability that may be asserted against or expense that may be incurred by such Members or Persons in connection with the offering of interests in the Company or the business or activities of the Company, regardless of whether the Company would have the power to indemnify such Members or Persons against such liability under the provisions of this Operating Agreement.

8. Bank Accounts; Books and Records; Taxes; Fiscal Year.

8.1 Bank Accounts. All funds of the Company shall be deposited in the Company's name in such checking and savings accounts, time deposits, certificates of deposit, or other accounts in such Alaska banking or brokerage houses or invested in such mutual funds or money market instruments as shall be designated by the Members from time to time, and the Members shall arrange for the appropriate conduct of such account or accounts.

8.2 Books and Records. The Members shall keep, or cause to be kept, accurate, full and complete books and accounts, showing assets, liabilities, income, operations, transactions, and the financial condition of the Company, copies of the Company's financial statements and the federal, state, and local tax returns of the Company for at least the last six (6) fiscal years. Such books and accounts shall be prepared on the accrual basis of accounting. Any Member or its designee shall have access thereto at any reasonable time during regular business hours and shall have the right to copy said records at such Member's expense.

8.3 Where Maintained. The books, accounts, and records of the Company at all times shall be maintained at the Company's principal office.

8.4 Financial Statements and Information.

8.4.1 Periodic Reports. The Company shall report to the Members on the significant transactions affecting the Company.

8.4.2 Other Reports. The Company shall provide to the Members such other reports and information concerning the business and affairs of the Company

as may be required by the Act, other law or regulation of any regulatory body applicable to the Company or the Members, and this Operating Agreement.

8.5 Accounting Decisions. All decisions as to accounting matters, except as specifically provided to the contrary in this Operating Agreement, shall be made by the Members.

9. Transfer and Conversion of Membership Interests and the Addition, Substitution, and Withdrawal of Members.

9.1 Transfer of Company Interests.

9.1.1 Definition of Transfer. The term "transfer," when used in this Section 9 with respect to a Membership Interest, shall include any sale, assignment, gift, pledge, hypothecation, mortgage, exchange, or other disposition, except that such term shall not include any pledge, mortgage, or hypothecation of or granting of a security interest in a Membership Interest in connection with any financing obtained on behalf of the Company.

9.1.2 Void Transfers. No Membership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Section 9. Any transfer or purported transfer of any Membership Interest not made in accordance with this Section 9 shall be void *ab initio*.

9.2 Restrictions of Transfers.

9.2.1 Consent Required. No Member may transfer all or any portion of such Member's Membership Interest or such Member's Capital Account without the express written Consent of the nontransferring Members.

9.2.2 Substitution. Any transferee of a Membership Interest shall become a substituted Member upon (i) the express written Consent of the nontransferring Members in the exercise of their sole and absolute discretion; and (ii) the transferee agreeing to be bound by all the terms and conditions of this Operating Agreement as then in effect. Unless and until a transferee is admitted as a substituted Member, the transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder. A Member who has transferred such Member's Membership Interest shall cease to be a Member upon transfer of the Member's entire Membership Interest and thereafter shall have no further powers, rights, and privileges as a Member hereunder except as provided in Section 9.

9.2.3 Dealing with Members. The Company, each Member, and any other Person or Persons having business with the Company need deal only with Members who are admitted as Members or as substituted Members of the Company, and they shall not be required to deal with any other person by reason of transfer by a Member, except as otherwise provided in this Operating Agreement.

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9.3 No Right to Withdraw. No Member shall have any right to resign or otherwise withdraw from the Company without the express written Consent of all the other Members.

9.4 Admission by Consent of Members. No person, firm, corporation, trust, partnership, limited liability company, or other legal entity shall be admitted to the Company as an additional Member without the Consent of the Members.

9.4.1 Capital Contributions and Fair Market Value. The fair market value of any property other than cash or publicly-traded securities to be contributed by an additional Member as its initial Capital Contribution shall be agreed upon by the additional Member and the holders of a majority of the Membership Interests before contribution, or, alternatively, shall be determined by a disinterested appraiser selected by the Members.

9.4.2 Limitations. Notwithstanding the provisions of Section 9.4.1, no additional Member shall be admitted until such prospective Member also completes the following actions: (i) provides evidence satisfactory to the Members that such an admission will not violate any applicable securities law or cause a termination of the Company under applicable provisions of the Code; (ii) pays all reasonable expenses connected with such admission; and (iii) agrees to be bound by all of the terms and provisions of this Agreement by becoming a signatory hereto.

9.4.3 Admissions in Violation of this Section. Any admission of an additional Member in violation of this Section 9 shall be null and void and of no force or effect whatsoever.

10. Dissolution, Liquidation, and Termination.

10.1 Events Causing Dissolution. The Company shall be dissolved and shall commence winding up its affairs upon the first to occur of any of the following events:

10.1.1 The Consent in writing to dissolve and wind up the affairs of the Company by all of the Members;

10.1.2 The sale or other disposition by the Company of all or substantially all of the Company's assets and the collection of all amounts derived from any such sale or other disposition, including all amounts payable to the Company under any promissory notes or other evidence of indebtedness taken by the Company and the satisfaction of contingent liabilities of the Company in connection with such other disposition (unless the Members shall elect to distribute such indebtedness to the Members in liquidation);

10.1.3 The Bankruptcy, dissolution, or liquidation of a Member;

10.1.4 The time fixed in this Operating Agreement or the Articles as the expiration of the term of the Company; or

10.1.5 The occurrence of any default that, under the Act or other applicable Alaska laws, would cause the dissolution of the Company or that would make it unlawful for the business of the Company to be continued.

10.2 Winding Up. Upon the dissolution of the Company, the Members shall wind up the Company's affairs and satisfy the Company's liabilities. The Members shall liquidate all of the Company property and assets as quickly as possible consistent with obtaining the full fair market value of said property and assets. During this period, the Members shall continue to operate the Company property and assets, and all of the provisions of this Operating Agreement shall remain in effect. The Members shall notify all known creditors and claimants of the dissolution of the Company in accordance with the provisions of the Act.

10.3 Final Distribution. The proceeds from the liquidation of the Company shall be distributed as follows:

10.3.1 First, to creditors, including any Member who is a creditor, until all of the Company's debts and liabilities are paid and discharged (or provision is made for payment thereof); and

10.3.2 The balance, if any, to the Members, in proportion to their Percentage Interests as of the date of such distribution, after giving effect to all contributions, distributions, and allocations for all periods.

10.4 Distributions in Kind. In connection with the termination and liquidation of the Company, the Members shall attempt to sell all of the Company property and assets. To the extent that property or assets are not sold, each Member will receive such Member's Percentage Interest of any distribution in kind. Any property or assets distributed in kind upon liquidation of the Company shall be valued on the basis of an independent appraisal and treated as though the property or assets were sold and the cash proceeds distributed.

10.5 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, the deficit, if any, in the Capital Account of any Member upon dissolution of the Company shall not be an asset of the Company, and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

10.6 Articles of Dissolution. On completion of the distribution of Company property and assets as provided herein, the Company is terminated, and the Members (or such other Person or Persons as the Act may require or permit) shall file articles of dissolution with the appropriate state agency, cancel any other filings made

pursuant to the Act, and take such other actions as may be necessary to terminate the Company.

11. General Provisions.

11.1 Compliance with Act. The Members agree not to take any action or fail to take any action which, considered alone or in the aggregate with the other actions or events, would result in the termination of the Company under the Act.

11.2 Additional Actions and Documents. The Members agree to take, or cause to be taken, such further actions to execute, acknowledge, deliver, and file, or cause to be executed, acknowledged, delivered, and filed, such further documents and instruments, and to use their best efforts to obtain such consents, as may be necessary or as may be reasonably requested to fully effectuate the purposes, terms, and conditions of this Operating Agreement, whether before, at, or after the closing of the transactions contemplated by this Operating Agreement.

11.3 Notices. Any notice hereunder to any Member shall be in writing, may be sent by facsimile, and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class postage prepaid, and addressed to any Member at the addresses shown below or at such other address as a Member may have designated by written notice received by the other Members as the address for this purpose.

If to Stephen Brashear:

21919 Barclay Drive
Eagle River, Alaska 99577

11.4 Severability. If a court of competent jurisdiction finds any provisions of this Operating Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Operating Agreement in all other respects shall remain valid and enforceable.

11.5 Survival. It is the express intention and agreement of the Members that all covenants, agreements, statements, representations, warranties, and indemnities made in this Operating Agreement shall survive the execution and delivery of this Operating Agreement.

11.6 Waiver. No delay on the part of a Member in the exercise of any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial

exercise of any right, power, or remedy preclude other or further exercise of any other right, power, or remedy.

11.7 Amendments. This Agreement may be amended by a vote of the majority of the Members. No amendment, or waiver of, or consent with respect to, any provision of this Operating Agreement shall be effective unless it shall be in writing and signed and delivered by the Members. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which a Member or the Company would otherwise have at law or in equity or otherwise.

11.8 Computations. When the character or amount of any asset, liability, or item of income or expense is to be determined or any calculation or other accounting computation is to be made for the purpose of this Operating Agreement, that determination or calculation, to the extent applicable and except as otherwise specified in this Operating Agreement, shall be made in accordance with GAAP in effect at the time.

11.9 Binding Effect. Subject to any provisions hereof restricting assignment, this Operating Agreement shall be binding upon and shall inure to the benefit of the Members and their respective successors and assigns.

11.10 Limitation on Benefits of this Operating Agreement. Subject to Section 9, it is the explicit intention of the Members that no Person other than the Members and the Company is or shall be entitled to bring any action to enforce any provision of this Operating Agreement against any Member or the Company, and that the covenants, undertakings, and agreements set forth in this Operating Agreement shall be solely for the benefit of, and shall be enforceable only by the Members (or their respective successors and assigns as permitted hereunder), and the Company.

11.11 Captions. Section captions used in this Operating Agreement are for convenience only and shall not affect the construction of this Operating Agreement.

11.12 Governing Law. This Operating Agreement is a contract made under and governed by the laws of the State of Alaska. All obligations and rights of the parties stated herein shall be in addition to, and not in limitation of, those provided by applicable law.

11.13 Integration. This Operating Agreement (including the Exhibits hereto) and the Articles of Organization represent the entire agreement between the Members with respect to the transactions contemplated herein, and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

11.14 Counterparts. This Operating Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be

detached from the counterparts and attached to a single copy of this Operating Agreement to form one document.

11.15 Strict Construction. It is the intent of the Members upon execution hereof that this Operating Agreement shall be deemed to have been prepared by all of the parties to the end that no Member shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

IN WITNESS WHEREOF, following adoption of this Operating Agreement by the Members, the Members have executed this Operating Agreement as of the date first set forth above.

MEMBERS:

STEPHEN BRASHEAR



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EXHIBIT "A"
INITIAL CAPITAL CONTRIBUTIONS OF MEMBERS
[Section 3.1]

	<u>Capital Contribution</u>	<u>Percent Interest</u>
Stephen Brashear	\$100	100%

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Morse Capital LLC

Entity Type: Limited Liability Company

Entity #: 10042246

Status: Good Standing

AK Formed Date: 10/10/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: 4715 KERSHNER AVENUE, ANCHORAGE, AK 99517

Entity Physical Address: 4715 KERSHNER AVENUE, ANCHORAGE, AK 99517

Registered Agent

Agent Name: Aaron Morse

Registered Mailing Address: 4715 KERSHNER AVENUE, ANCHORAGE, AK 99517

Registered Physical Address: 4715 KERSHNER AVENUE, ANCHORAGE, AK 99517

Officials

AK Entity #	Name	Titles	Owned	<input type="checkbox"/> Show Former
	Aaron Morse	Member	100.00	

Filed Documents

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Date Filed	Type	Filing	Certificate
10/10/2016	Creation Filing	Click to View	Click to View
10/10/2016	Initial Report	Click to View	
3/26/2018	Biennial Report	Click to View	

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**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

Morse Capital LLC

A Member -Managed Limited Liability Company

**ARTICLE I
Company Formation**

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **NAME.** The name of the Company shall be: Morse Capital LLC.
- 1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Aaron Morse

4715 Kershner Avenue

Anchorage, AK 99517

- 1.4 **TERM.** The Company shall continue for a perpetual period.
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alaska.
- 1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining

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Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to _____

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

4715 Kershner Avenue

Anchorage, AK 99517

Principal place of business may be changed at a location the Managers from time to time select.

1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members. To be admitted as a Member, a Person shall agree in writing to be bound by this Agreement and provide documentation satisfactory to the Company that the transferee is a resident of the State of Alaska, and is otherwise permitted to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code.

ARTICLE II Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is 60,000.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III Profits, Losses and Distributions

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

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- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV **Management**

- 4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.
- 4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.
- 4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

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- 4.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.
- 4.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.6 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.9 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:
- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
 - (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

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(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V Compensation

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI Bookkeeping

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) any additional capital contribution made by him/her;
 - (b) credit balances transferred from his distribution account to his capital account; and decreased by:
 - (a) distributions to him/her in reduction of Company capital;
 - (b) the Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

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ARTICLE VII
Transfers

- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

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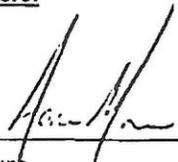
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CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 10 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Morse Capital LLC, adopted by the members as of 19 October 2016, 20.

Members:



Signature

Printed Name Aaron Morse

Percent: 100 %

Signature

Printed Name _____

Percent: _____ %

Signature

Printed Name _____

Percent: _____ %

Signature

Printed Name _____

Percent: _____ %

EXHIBIT 1

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

Morse Capital LLC

LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Printed Name Aaron Morse
Chief Executive Manager

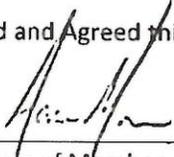
4715 Kershner Avenue Address
Anchorage, AK 99517

Printed Name _____
Title _____

Address

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 19 day of October, 2016.



Signature of Member

Printed Name Aaron Morse

Signature of Member

Printed Name _____

Signature of Member

Printed Name _____

EXHIBIT 2

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

Morse Capital LLC

LISTING OF MEMBERS

As of the 19 day of October, 2016 the following is a list of Members of the Company:

Name Aaron Morse Percent 100 %

Address 4715 Kershner Avenue, Anchorage, AK 99517

Name _____ Percent _____ %

Address _____

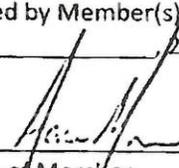
Name _____ Percent _____ %

Address _____

Name _____ Percent _____ %

Address _____

Authorized by Member(s) to provide Member Listing as of this 19 day of October, 2016.



Signature of Member

Signature of Member

Signature of Member

Signature of Member

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EXHIBIT 3

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

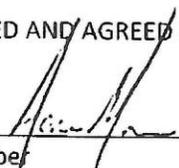
Morse Capital LLC

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$60,000. The description and each individual portion of this initial contribution is as follows:

<u>Aaron Morse</u>	<u>\$60,000</u>
_____	<u>\$</u> _____

SIGNED AND AGREED this 19 day of October, 2016.


Member

Member

Member

Member

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Smart Capital Holdings, LLC

Entity Type: Limited Liability Company

Entity #: 10049204

Status: Good Standing

AK Formed Date: 1/16/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 10850 KAMISHAK BAY CR, ANCHORAGE, AK 99515

Entity Physical Address: 10850 KAMISHAK BAY CR, ANCHORAGE, AK 99515

Registered Agent

Agent Name: Louis Kuest

Registered Mailing Address: 10850 KAMISHAK BAY CR, ANCHORAGE, AK 99515

Registered Physical Address: 10850 KAMISHAK BAY CR, ANCHORAGE, AK 99515

Officials

AK Entity #	Name	Titles	Owned	<input type="checkbox"/> Show Former
	Louis Kuest	Member	100.00	

Filed Documents

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Date Filed	Type	Filing	Certificate
1/16/2017	Creation Filing	Click to View	Click to View
1/16/2017	Initial Report	Click to View	
4/12/2019	Biennial Report	Click to View	

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Operating Agreement

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR SMART CAPITAL HOLDINGS, LLC.
*A Member Managed Limited Liability Company***

**ARTICLE I
Company Formation**

1.1 FORMATION. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 NAME. The name of the Company shall be: Smart Capital Holdings, LLC.

1.3 REGISTERED AGENT. The name and location of the registered agent of the Company shall be:

Louis Kuest
10850 Kamishak Bay Circle
Anchorage, Alaska 99524

1.4 TERM. The Company shall continue for a perpetual period.

- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alaska.

1.5 CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 BUSINESS PURPOSE. The company is organized with a general purpose to conduct all lawful affairs for which a limited liability company may be organized pursuant to Alaska Statutes 10.50.010 et seq.

1.7 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be:

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10850 Kamishak Bay Circle
Anchorage, Alaska 99524

Principal place of business may be changed at a location the Managers from time to time select.

1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members. To be admitted as a Member, a Person shall agree in writing to be bound by this Agreement and provide documentation satisfactory to the Company that the transferee is a resident of the State of Alaska, and is otherwise permitted to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code.

ARTICLE II **Capital Contributions**

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is \$10,000.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III **Profits, Losses and Distributions**

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV **Management**

4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the

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capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.

4.2 MEMBERS. The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

4.3 POWERS OF MANAGERS. The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 CHIEF EXECUTIVE MANAGER. The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.

4.5 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.6 COMPANY INFORMATION. Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.7 EXCULPATION. Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

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4.8 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.9 RECORDS. The Managers shall cause the Company to keep at its principal place of business the following:

- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
- (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V
Compensation

5.1 MANAGEMENT FEE. Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 REIMBURSEMENT. The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI
Bookkeeping

6.1 BOOKS. The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on

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such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- (a) any additional capital contribution made by him/her;
 - (b) credit balances transferred from his distribution account to his capital account; and
- decreased by:
- (a) distributions to him/her in reduction of Company capital;
 - (b) the Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

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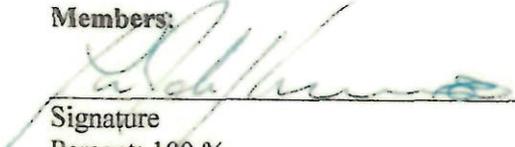
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CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted. The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 7 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Smart Capital Holdings, LLC., adopted by the members as of October 1, 2016.

Members:


Signature

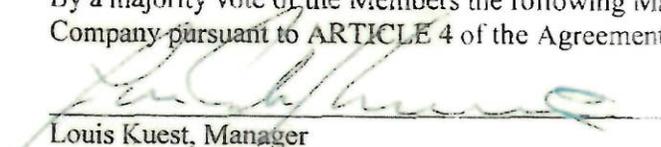
Printed Name Louis Kuest

Percent: 100 %

EXHIBIT 1
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR SMART CAPITAL HOLDINGS, LLC.
A Member Managed Limited Liability Company

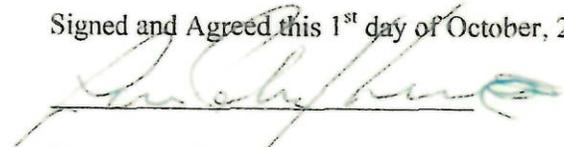
LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:


Louis Kuest, Manager
10850 Kamishak Bay Circle
Anchorage, Alaska 99524

The above listed Manager will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 1st day of October, 2016.


Signature of Member

Louis Kuest

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EXHIBIT 2
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR SMART CAPITAL HOLDINGS, LLC.
A Member Managed Limited Liability Company

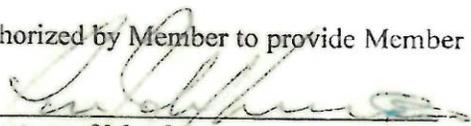
LISTING OF MEMBERS

As of the 1st day of October, 2016, the following is a list of Members of the Company:

Name: Louis Kuest **Percent** 100%

10850 Kamishak Bay Circle
Anchorage, Alaska 99524

Authorized by Member to provide Member Listing as of this 1st day of October, 2016



Signature of Member

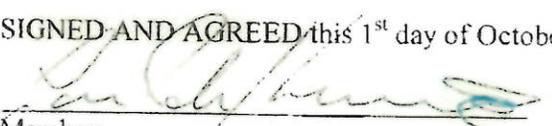
EXHIBIT 3
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR SMART CAPITAL HOLDINGS, LLC.
A Member Managed Limited Liability Company

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$10.00. The description and each individual portion of this initial contribution is as follows:

Louis Kuest \$ 10.00

SIGNED AND AGREED this 1st day of October, 2016.



Member

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