Partnership Agreement

This document serves as a legally binding contract in a business partnership.

THIS PARTNERSHIP AGREEMENT is made on the 2nd day of February, 2016, by and amongst the following individuals:

Partner 1

Glen Kroshus
Full Name

PO Box 60948
Street Address

Fairbanks	AK	99706
City	State	Zip

Partner 2

Barbara Kroshus
Full Name

PO Box 60948
Street Address

Faribanks	Alaska	99706
City	State	Zip

1. Formation: The Partners agree to enter into a general Partnership that will be governed in accordance with the laws of Alaska.

2. Nature of Partnership: The purpose of this business Partnership will be:

Agriculture

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3. Name of Partnership: The Partnership will be conducted under the name of:

Foxy Enterprises

4. Place of Business: The Partnership shall maintain offices at:

2330 Gunner Lane
Street Address

Fairbanks — City
Alaska — State
99712 — Zip

5. Capital Contributions: The capital contribution of each Partner to the Partnership shall consist of the following property, services or cash that each Partner agrees to contribute:

Name of Partner	Capital Contribution	Agreed-Upon Cash	% Share
Glen Kroshus			50
Barbara Kroshus			50

The Partnership shall keep and maintain a capital account record for each Partner. Should any Partner's capital account fall below the agreed upon amount, then that Partner will:

(a) have his/her share of Partnership profits then due and payable applied instead to his/her capital account;

(b) pay any deficiency to the Partnership if his/her share of Partnership profits is not yet due and payable or, if it is, his/her share is insufficient to cancel the deficiency.

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6. Requirements for Partnership Decisions: Each partner shall have equal rights to manage the Partnership and it's business. Should there be differences between or amongst Partners concerning ordinary business matters, decisions shall be made by unanimous vote. The Partnership may elect one or more of the Partners to conduct the day-to-day business of the Partnership or business on behalf of the Partnership. However, no Partner shall be able to bind the Partnership by act or contract to any liability or asset exceeding $10,000.00 without the prior written consent of all Partners.

7. Profits and Losses: The profits and losses of the Partnership shall be divided by the Partners according to a mutually agreeable schedule and at the end of each year according to the proportions listed in Section 5.

8. Disputes: Any disputes arising between the Partners as a result of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

9. Term/Termination: The term of this Agreement shall be for a period of five years, unless the Partners mutually agree in writing to an amended period. The Partnership may be terminated by unanimous vote, wherein the assets and cash of the Partnership shall be used to pay all creditors, with the remaining amounts to be distributed to the Partners according to their proportionate share.

10. Withdrawal: In the event a Partner withdraws or retires from the Partnership for any reason, including death, the remaining Partners may continue to operate the Partnership using the same name. A withdrawing Partner shall be obligated to give sixty (60) days prior written notice of his/her intention to withdraw or retire

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and shall be obligated to sell his/her interest in the Partnership. No Partner shall transfer interest in the Partnership to any other party without the written consent of the remaining Partner(s).

The remaining Partner(s) shall pay the withdrawing or retiring Partner, or to the legal representative of the deceased or disabled Partner, the value of his interest in the Partnership, or (a) the sum of his capital account, (b) any unpaid loans due by him/her, (c) his/her proportionate share of accrued net profits remaining undistributed in his capital account, and (d) his/her interest in any prior agreed upon appreciation in the value of the Partnership property over its book value. No value for good will shall be included in determining the value of the Partner's interest.

11. Title to Partnership Property: Title to all Partnership Property will remain in the name of the Partnership. No partner or group of Partners will have any ownership interest in such Partnership property in whole or in part unless given written, unanimous consent by any and all Partners.

12. Force Majeure: A Partner will be free from liability to the Partnership when the Partner is prevented from executing their obligations under this Agreement, in whole or in part, due to force majeure, such as fire, flood, hurricane, earthquake, war, and any other unforeseen on uncontrollable circumstance where the partner has explicitly communicated the circumstance of said event to any and all Partners and has taken all appropriate action to mitigate said event.

13. Non Compete Agreement: A Partner who retires or withdraws from the Partnership shall not directly or indirectly engage in a business which is or which would be competitive with the existing or then anticipated business of the Partnership for a period of one month, in the State where the Partnership is currently doing or planning to do business.

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14. Duty of Loyalty: Any and all businesses, new ventures, or transactions with any appearance of conflict of interest to the Partnership must be fully disclosed to all Partners by all parties engaged in said Partnership. No Partner will engage in any business, venture, or transaction while engaged in this Partnership that might be competitive with the business of the Partnership or that would be in direct conflict of interest with the Partnership without the unanimous written consent of all remaining Partners.

15. Indemnification: All Partners will be indemnified by the Partnership from and against any and all claims of any nature arising out of a Partner's participation in Partnership affairs. A Partner will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the part or the breach by the Partner of any provisions of this Partnership.

16. Liability: A Partner will not be liable to the Partnership, or to any other Partner, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement or the Partnership.

17. Severability: The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

18. Amendments: This Agreement may not be amended in whole or in part without the unanimous written consent of all Partners.

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IN WITNESS WHEREOF, the Partners have duly executed this Agreement on the day and year set forth hereinabove.

Partner 1 Signature

Glen Kroshus
Partner 1 Name Printed

2-1-2016
Date

Partner 2 Signature

Barbara Kroshus
Partner 2 Name Printed

2-1-2016
Date

Subscribed and sworn to before me this 3rd day of February, 2016.

Notary Public in and for the State of Alaska.
My commission expires: 2-1-20

STEPHANIE JOHNSON NOTARY PUBLIC STATE OF ALASKA

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