



MEMORANDUM

TO: Chair and Members of the Board DATE: January 10, 2022
FROM: Jane P. Sawyer, Regulations RE: Green Degree Lic. 10170
Specialist

This is an application for the 2021-2022 license renewal of Green Degree, license 10170, a limited cultivation facility in the Mat-Su owned by Coman Farming Corporation (which is owned by Kerby Coman 100%).

On August 24, 2021, AMCO received a tax lien from the Internal Revenue Service (IRS). The IRS stated *"marijuana licenses for these businesses should not be sold or transferred without first addressing the Liens"*.

Although this application is not an application for transfer of the license, the IRS lien is for taxes owed and AMCO felt a responsibility to bring it to the board in reading the language under 3 AAC 306.080(b)(4) which states:

(b) after review of the application and all relevant information, the board will deny an application for renewal of a marijuana establishment...if the board finds that (4) the applicant is delinquent in the payment of taxes due in whole or in part from operation of the licensed business.

The renewal application was deemed complete in November 2021. The Mat-Su borough did not submit a protest to the renewal (it is assumed to be approved). No public objections were received.

Attachments:

- a page from the Recorder's Office reflecting the lien amount of \$34,618.96 sent to AMCO by the IRS.
- renewal application.



Alaska Department of Natural Resources
RECORDER'S OFFICE

Recorder's Office - Document Display

Document: 2021-018380-0

District: 311 - Palmer
Document Year: 2021 **Number:** 018380 **Suffix:** 0
Date and Time 06/21/2021 03:05 PM
Recorded:
Pages: 2
Index: TL - TAX LIEN [See Index Codes](#)
Description: NTC OF FEDERAL TAX LIEN
Amount: \$34,618.96

Parties

TYPE	NAME
Grantor	COMAN FARMING CORPORATION
Grantor	GREEN DEGREE
Grantee	INTERNAL REVENUE SERVICE

All information has been displayed.

[Back](#)

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Alcohol & Marijuana Control Office

License Number: 10170

License Status: Active-Operating

License Type: Limited Marijuana Cultivation Facility

Doing Business As: GREEN DEGREE

Business License Number: 1033384

Designated Licensee: Kerby Coman

Email Address: kerby@greendegree.net

Local Government: Matanuska-Susitna Borough

Local Government 2:

Community Council: Knik-Fairview

Latitude, Longitude: 61.556770, -149.485300

Physical Address: 2301 South Knik Goose-Bay Road #1
Wasilla, AK 99654
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10036452

Alaska Entity Name: Coman Farming Corporation

Phone Number: 907-884-3153

Email Address: kerby@greendegree.net

Mailing Address: 6570 W Trevett Cir
Wasilla, AK 99623
UNITED STATES

Entity Official #1

Type: Individual

Name: Kerby Coman

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-884-3153

Email Address: kerby@greendegree.net

Mailing Address: 6570 W Trevett Cir
Wasilla, AK 99623
UNITED STATES

Note: No affiliates entered for this license.



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Coman Farming Corporation	License Number:	10170		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Green Degree				
Premises Address:	2301 South Knik Goose-Bay Rd #1				
City:	Wasilla	State:	AK	ZIP:	99654

Section 2 – Individual Information

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

Name:	Kerby Coman				
Title:	Shareholder, President, CEO				

Section 3 – Violations & Charges

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

Initials

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

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

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

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

Initials

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



Form MJ-20: Renewal Application Certifications

Section 4 – Certifications & Waiver

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

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

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

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

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

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

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

I, Kerby Coman, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

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

Signature of licensee

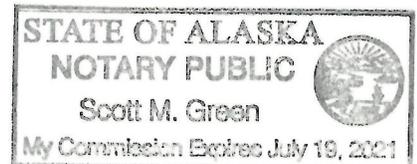
Notary Public in and for the State of Alaska

Kerby Coman

Printed name of licensee

My commission expires: July 19th, 2021

Subscribed and sworn to before me this 29th day of JUNE, 20 21.



Alaska Entity #10036452

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

Coman Farming Corporation



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **March 04, 2016**.

A handwritten signature in cursive script, appearing to read "Chris Hladick".

Chris Hladick
Commissioner

APPENDIX

Glossary

- **Bylaws** - the purpose of these bylaws (the "Bylaws") is to provide rules governing the internal management of the Corporation.
- **Chairman of the Board** - Once a Board of Directors has been appointed or elected by the Shareholders, the Board will then elect a chairman (the "Chairman of the Board"). The Chairman of the Board will act to moderate all meetings of the Board of Directors and any other duties and obligations as described in these Bylaws.
- **Corporate Officer** - A corporate officer (individually the "Officer" and collectively the "Officers") is any individual acting for or on behalf of the Corporation. An Officer of the Corporation will usually be appointed to a specific task such as secretary, president, treasurer or other similar position. One person may hold several offices. The Officers will manage the day-to-day operations of the Corporation and report to the Board of Directors.
- **Principal Executive Office** - The Principal Executive Office for the Corporation is where the President of the Corporation has an office.
- **Principal Office** - The Principal Office of the Corporation is the address designated in the annual report where the executive offices of the Corporation are located.
- **Principal Place of Business** - The Principal Place of Business is the address at which the Corporation conducts its primary business.
- **Registered Office** - The Registered Office is the physical street address within the state where the registered agent can be contacted during normal business hours for service of process.
- **Stock Transfer Book** - A Stock Transfer Book is the complete record of the owners of shares of stock in the Corporation.

Deposits

71. All funds of the Corporation not otherwise used will be deposited to the credit of the Corporation in banks, trust companies, or other depositories designated by the Board.

Voting Securities Held by the Corporation

72. The President, or another Officer or agent designated by the Board will, with full power and authority attend, act, and vote, on behalf of the Corporation, at any meeting of security holders or interest holders of other corporations or entities in which the Corporation may hold securities or interests. At that meeting, the President or other delegated agent will have and execute any and all rights and powers incidental to the ownership of the securities or interests that the Corporation holds.

Contracts

73. The Board may give authority to any Officer or agent, to make any contract or execute and deliver any instrument in the name of the Corporation and on its behalf, and that authority may be general or specific.

Conflict of Interest by Directors

74. A Director or Officer of the Corporation will be disqualified from voting as a Director or Officer on a specific matter where that Director or Officer deals or contracts with the Corporation either as a vendor or purchaser.
75. A Director or Officer of the Corporation will not be disqualified as a Director or Officer for the sole reason that the Director or Officer deals or contracts with the Corporation either as a vendor, purchaser, or otherwise.

Loans to Employees and Officers

76. The Corporation may lend money to, or guaranty any obligation of, or otherwise assist, any Officer or employee of the Corporation or of its subsidiary, including any Officer or employee who is a Director of the Corporation or any subsidiary of the Corporation, whenever, in the opinion of the Directors, the loan, guaranty or assistance may reasonably be expected to benefit the Corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Board will approve, including, without limitation, a pledge of shares of the Corporation. Nothing contained in this section is to be construed so as to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any applicable statute.

- c. Ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- d. Act as custodian of the corporate records and of the corporate seal, if any, and ensure that the seal of the Corporation, if any, is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized;
- e. Keep a register of the post office address of each Shareholder;
- f. Sign, along with the President, certificates for shares of the Corporation, the issuance of which will have been authorized by resolution of the Board;
- g. Have general charge of the Stock Transfer Book of the Corporation; and
- h. Perform all duties incidental to the office of Secretary and any other duties as from time to time may be delegated to the Secretary by the President or the Board.

Delegation of Authority

- 68. The Board reserves the authority to delegate the powers of any Officer to any other Officer or agent, notwithstanding any provision in these Bylaws.

LOANS, CHECKS, DEPOSITS, CONTRACTS

Loans

- 69. Without authorization by a resolution of the Board, the Corporation is prohibited from making or accepting loans in its name, or issuing evidences of indebtedness in its name. The authorization of the Board for the Corporation to perform these acts can be general or specific.

Checks, Drafts, Notes

- 70. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation must be signed by a designated Officer or Officers, agent or agents of the Corporation and in a manner as will from time to time be determined by resolution of the Board.

Corporation; and

- g. To perform all other duties and carry out other responsibilities as determined by the Board.

Treasurer

66. Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the Treasurer will be:

- a. To keep accurate financial records for the Corporation;
- b. To deposit all money, drafts and checks in the name of and to the credit of the Corporation in the banks and depositories designated by the Board;
- c. To endorse for deposit all notes, checks, drafts received by the Corporation as instructed by the Board, making proper vouchers for them;
- d. To disburse corporate funds and issue checks and drafts in the name of the Corporation, as instructed by the Board;
- e. To submit to the President and the Board, as requested, an account of all transactions by the Treasurer and the financial condition of the Corporation;
- f. To prepare and submit to the Board annual reports detailing the financial status of the Corporation; and
- g. To perform all other duties and carry out other responsibilities as prescribed by the Board or the President.

Secretary

67. The Secretary will perform the following duties:

- a. Prepare the minutes of the meetings of the Shareholders and meetings of the Board and keep those minutes in one or more books provided for that purpose;
- b. Authenticate the records of the Corporation as will from time to time be required;

Term of Office

62. Each Officer will hold office until a successor is duly appointed and qualified or until the Officer's death or until the Officer resigns or is removed as provided in these Bylaws.

Removal

63. Any Officer or agent appointed by the Board or by the Incorporators may be removed by the Board at any time with or without cause, provided, however, any contractual rights of that person, if any, will not be prejudiced by the removal.

Vacancies

64. The Board may fill a vacancy in any office because of death, resignation, removal, disqualification, or otherwise.

President

65. Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the President will be:
- a. To have the general management and supervision, direction and control of the business and affairs of the Corporation;
 - b. To preside at all meetings of the Shareholders when the Chairman of the Board is absent;
 - c. To call meetings of the Shareholders to be held at such times and at such places as the President will deem proper within the limitations prescribed by law or by these Bylaws;
 - d. To ensure that all orders and resolutions of the Board are effectively carried out;
 - e. To maintain records of and certify, whenever necessary, all proceedings of the Board and the Shareholders;
 - f. To put the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board or which, in the opinion of the President, should be executed on behalf of the Corporation; to sign certificates for the Corporation's shares; and, subject to the instructions of the Board, to have general charge of the property of the Corporation and to supervise and manage all Officers, agents and employees of the

Quorum

55. The requirements for a quorum for the Board as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

Action Without a Meeting

56. The requirements and procedures for actions without a meeting for the Board as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

Resignation and Removal

57. Any member of a committee may be removed at any time, with or without cause, by a resolution adopted by a majority of the full Board. Any member of a committee may resign from the committee at any time by giving written notice to the Chairman of the Board of the Corporation, and unless otherwise specified in the notice, the acceptance of this resignation will not be necessary to make it effective.

Vacancies

58. Any vacancy in a committee may be filled by a resolution adopted by a majority of the full Board.

Committee Rules of Procedure

59. A committee will elect a presiding officer from its members and may fix its own rules of procedure provided they are not inconsistent with these Bylaws. A committee will keep regular minutes of its proceedings, and report those minutes to the Board at the first subsequent meeting of the Board.

OFFICERS

Appointment of Officers

60. The Officers of the Corporation (individually the "Officer" and collectively the "Officers") will consist of the President, a treasurer (the "Treasurer") and the Secretary.
61. The Officers will be appointed by the Board at the first meeting of the Directors or as soon after the first meeting of the Directors as possible, if Officers have not already been appointed. Any appointee may hold one or more offices.

COMMITTEES

Appointment

50. The Board may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.
51. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not that member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any absent or disqualified member.
52. The committee or committees, to the extent provided in the resolution of the Board will have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. No such committee will have the power or authority in reference to the following matters:
 - a. Approving or adopting, or recommending to the Shareholders, any action or matter (other than the election or removal of Directors) expressly required by the Alaska Corporations Code (AS 10.06) to be submitted to Shareholders for approval; or
 - b. Adopting, amending or repealing any Bylaw of the Corporation.

Tenure

53. Each member of a committee will serve at the pleasure of the Board.

Meetings and Notice

54. The method by which Directors' meetings may be called and the notice requirements for these meetings as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

same total number of votes were cast.

Organization

45. Meetings of the Board will be presided over by the President, or in the President's absence by a Director chosen at the meeting. The Secretary will act as secretary of the meeting, but in the absence of the Secretary, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

Chairman of the Board

46. The Chairman of the Board, if present, will preside at all meetings of the Board, and exercise and perform any other authorities and duties as may be from time to time delegated by the Board.

Compensation

47. The Board will, by resolution, fix the fees and other compensation for the Directors for their services as Directors, including their services as members of committees of the Board. All changes to Director compensation are subject to ratification by the Shareholders.

Presumption of Assent

48. A Director of the Corporation who is present at a meeting of the Board will be presumed to have assented to an action taken on any corporate matter at the meeting unless:
- a. The Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding the meeting or transacting business at the meeting;
 - b. The Director's dissent or abstention from the action taken is entered in the minutes of the meeting; or
 - c. The Director delivers written notice of the Director's dissent or abstention to the presiding officer of the meeting before the adjournment of the meeting or to the Corporation within a reasonable time after adjournment of the meeting.
49. Any right to dissent or abstain from the action will not apply to a Director who voted in favor of that action.

Remote Communication Meetings

39. Remote communication means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future by which Directors not present in the same physical location may simultaneously communicate with each other.
40. A meeting of the Board may be held by any means of remote communication by which all persons authorized to vote or take other action at the meeting can hear each other during the meeting and each person has a reasonable opportunity to participate. This remote participation in a meeting will constitute presence in person at the meeting.

Vacancies and Newly Created Directorships

41. When vacancies or newly created directorships resulting from any increase in the authorized number of Directors occur, a majority of the Directors then in office, although less than a quorum, or a sole remaining Director will have the power to appoint new Directors to fill this vacancy or vacancies. Each new Director so chosen will hold office until the next annual meeting of the Shareholders.
42. If at any time, by reason of death or resignation or other cause, the Corporation should have no Directors in office, then any Officer or any Shareholder or an executor, administrator, trustee or guardian of a Shareholder, or other fiduciary entrusted with like responsibility for the person or estate of a Shareholder, may call a special meeting of Shareholders for an election to fill the vacancy.
43. When one or more Directors resign from the Board and the resignation is to become effective at a future date, a majority of the Directors then in office, including those who have so resigned, will have the power to appoint new Directors to fill this vacancy or vacancies. The appointments of these new Directors will take effect when the resignation or resignations are to become effective, and each new Director so chosen will hold office until the next annual meeting of the Shareholders.

Removal

44. Any Director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of Directors at a special meeting of the Shareholders called for that purpose. No director may be removed when the votes cast against removal would be sufficient to elect the director if voted cumulatively at an election where the

Special Meetings

34. Special meetings of the Board may be called by or at the request of the President or by a majority of the Directors. The person or persons calling that special meeting of the Board may fix any date, time or place, either within or without the State of Alaska, to be the date, time and place for holding that special meeting.

Notice

35. Written notice of the date, time, and place of a special meeting of the Board will be given at least 42 days prior to the date set for that meeting. The written notice can be given personally, by mail, by private carrier, by telegraph, by telephone facsimile, or by any other manner as permitted by the Alaska Corporations Code (AS 10.06). The notice will be given by the Secretary or one of the persons authorized to call Directors' meetings.
36. If written notice is mailed, correctly addressed to a Director's address as provided in the Corporation's current records, the notice will be deemed to have been given to that Director at the time of mailing. If written notice is sent by private carrier or if the written notice is sent by United States mail, postage prepaid and by registered or certified mail, return receipt requested, the notice will be deemed to have been given to a Director on the date shown on the return receipt. Otherwise notice is effective when received by a Director.
37. Notice of any Directors' meeting may be waived by a Director before or after the date and time of the meeting. The waiver must be in writing, must be signed by a Director, and must be delivered to the Corporation for inclusion in the minutes or filing with the corporate records. The attendance of a Director at a meeting of the Board will constitute a waiver of notice of that 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 convened.

Action by Directors Without a Meeting

38. Any action to be taken at any meeting of the Board or of any committee of the Board may be taken without a meeting if all members of the Board or committee, as the case may be, consent to it in writing, or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board, or committee. This filing will be in paper form if the minutes are maintained in paper form and will be in electronic form if the minutes are maintained in electronic form.

27. The right of inspection of any voting trust agreement or related amendment by a Shareholder of record or a holder of a voting trust certificate, in person or by agent, will be the same right of inspection that applies to the securities register of the Corporation.
28. An agreement between two or more Shareholders, if in writing and signed by the parties to the agreement, may provide that in exercising any voting rights, the shares held by them will be voted as provided by the agreement, or as the parties may agree, or as determined in accordance with a procedure agreed upon by them.
29. The above provisions concerning voting trusts and voting agreements will not be deemed to invalidate any voting or other agreement among Shareholders or any irrevocable proxy which is not otherwise illegal.

Cumulative Voting

30. Shareholders may use cumulative voting elections when electing Directors.

BOARD OF DIRECTORS

General Powers

31. The business and affairs of the Corporation will be managed by or under the direction of the Board.

Number, Tenure and Quorum

32. The Board will consist of one member, who will be a natural person. Directors need not be Shareholders. The Director will hold office until that Director's successor is elected and qualified or until that Director's earlier resignation or removal. Any Director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. In order to transact business at a meeting of the Directors, a quorum of 1 percent of the total number of Directors eligible to vote will be required. The vote of the majority of the Directors present at a meeting at which a quorum is present will be the act of the Board.

Regular Meetings

33. By resolution, the Board may provide the time and place, either within or without the State of Alaska, for the holding of regular meetings without any notice other than that resolution.

Shareholders Voting Rights and Proxies

20. Subject to the Articles of Incorporation, each Shareholder will be entitled to one vote for each share of stock held by that Shareholder.
21. Each Shareholder entitled to vote at a meeting of Shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for that Shareholder by proxy, but no proxy will be valid after 11 months from the date of its execution unless the proxy provides for a longer period.
22. Execution of a proxy may be accomplished by the Shareholder or by the authorized Officer, Director, employee or agent of the Shareholder, signing the writing or causing that person's signature to be affixed to the writing by any reasonable means including, but not limited to, by facsimile signature.
23. A duly executed proxy will be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the shares or an interest in the Corporation generally.

Voting Rights of Fiduciaries, Pledgers and Joint Owners of Shares

24. Persons holding shares in a fiduciary capacity will be entitled to vote the shares so held. Persons whose shares are pledged will be entitled to vote, unless, in the transfer by the pledger on the books of the Corporation, that person has expressly empowered the pledgee to vote the shares, in which case only the pledgee, or that pledgee's proxy, may represent and vote the shares.

Voting Trusts and Other Voting Agreements

25. Two or more Shareholders may, by agreement in writing, create a voting trust by depositing their shares with a voting trustee, who will have the authority to vote the shares in accordance with the terms and conditions of the voting trust agreement. To be valid, the voting trustee must deliver copies of the list of Shareholders and the voting trust agreement to the Registered Office of the Corporation in this state. Upon receiving the voting trust agreement, the Corporation will issue new share certificates in the name of the trustee and cancel the old share certificates. The new share certificates issued will state that they are issued pursuant to a voting trust agreement.
26. Any amendment to a voting trust agreement will be made by a written agreement, a copy of which will be filed with the Registered Office of the Corporation in this state.

Shareholder who is present.

13. If the meeting is to be held solely by means of remote communication, then the list will also be open to the examination of any Shareholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list will be provided with the notice of the meeting.
14. If any Director willfully neglects or refuses to produce the list of Shareholders at any meeting for the election of Directors, or to open such a list to examination on a reasonably accessible electronic network during any meeting for the election of Directors held solely by means of remote communication, those Directors will be ineligible for election to any office at that meeting.
15. The Stock Transfer Book will be the only evidence as to who are the Shareholders entitled by this section to examine the list required by this section or to vote in person or by proxy at any meeting of Shareholders.

Quorum and Required Vote

16. A minimum of 1 percent of the shares entitled to vote, present in person or represented by proxy, will constitute a quorum entitled to take action at a meeting of Shareholders.
17. In all matters other than the election of Directors, any act of the Shareholders must be passed by an affirmative vote of the majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter.
18. Directors will be elected by a majority of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of Directors.
19. Where a separate vote by a class or series or classes or series of shares ("Eligible Shares") is required, 1 percent of the outstanding Eligible Shares present in person or represented by proxy, will constitute a quorum entitled to take action with respect to that vote on that matter. Any act to be taken must be passed by an affirmative vote of the majority of the outstanding Eligible Shares present in person or represented by proxy.

Remote Communication Meetings

9. Remote communication means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future by which Shareholders not present in the same physical location may simultaneously communicate with each other.
10. In the sole and reasonable discretion of the Board of Directors, a meeting of Shareholders of the Corporation may be held at a specific location or may be held by any means of remote communication. Where a meeting will employ remote communication, one or more Shareholders may participate by means of remote communication or the meeting may be held solely by means of remote communication at the sole discretion of the Board of Directors. Where any remote communication is used in a Shareholder meeting, all Shareholders must be provided a reasonable opportunity to participate in the meeting and all Shareholders participating in the meeting must be able to simultaneously hear each other during the meeting. All votes or other actions taken at the meeting by means of electronic transmission must be maintained as a matter of record by the Corporation. Participation in a meeting using any form of remote communication will constitute presence in person at the meeting.

List of Shareholders Entitled to Vote

11. The Officer who has charge of the Stock Transfer Book of the Corporation will prepare and make, 20 to 60 days before every meeting of the Shareholders, a complete list of the Shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each Shareholder and the number of shares of stock registered in the name of each Shareholder. The list must be available for inspection by any Shareholder beginning twenty days prior to the meeting and continuing through the meeting. The list must be provided for any purpose related to the meeting:
 - a. On a reasonably accessible electronic network, so long as the information required to access the list is provided with the notice of the meeting; or
 - b. During ordinary business hours, at the Registered Office of the Corporation.
12. If the Corporation decides to make the list available on an electronic network, the Corporation will ensure that this information is available only to Shareholders of the Corporation. If the meeting is to be held at a physical location, then the list will be produced and kept at the time and place of the meeting during the whole time of the meeting and may be inspected by any

fifteen months after its last annual meeting. If an annual meeting is not held within that time period, a Shareholder may direct a request in writing to the Chairman of the Board of the Corporation to hold the annual meeting. If a notice of meeting is not given within 60 days of that request then any Shareholder entitled to vote at an annual meeting may apply to any court having jurisdiction for an order directing that the meeting be held and fixing the time and place of the meeting.

Notice of Meetings

5. The written notice of any meeting will be given 20 to 60 days before the date of the meeting to each Shareholder entitled to vote at that meeting. The written notice of the meeting will state the place, date and hour of the meeting, the means of remote communications, if any, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.
6. If mailed, notice is given when the notice is deposited in the United States mail, postage prepaid, and directed to the Shareholder at the address of the Shareholder as it appears on the records of the Corporation. An affidavit of the secretary (the "Secretary") of the Corporation that the notice has been given will, in the absence of fraud, be prima facie evidence of the facts stated in the notice.
7. A written waiver, signed by the person entitled to a notice of meeting, or a waiver by electronic transmission by the person entitled to that notice, whether before or after the time stated in the notice, will be deemed equivalent to the person receiving the notice. Further, attendance of a person at a meeting will constitute a waiver of notice of that meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Consent of Shareholders in Lieu of Meeting

8. Any action to be taken at any annual or special meeting of Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the matter were present and voted is delivered to the Corporation. Every written consent will bear the date of signature of each Shareholder who signs the consent. However, no written consent will be effective unless the consent is delivered, either by hand or by certified or registered mail, within 90 days of the earliest dated consent, to the Secretary of the Corporation.

BYLAWS OF Coman Farming Corporation
(the "Corporation")

SHAREHOLDERS (the "Shareholders")

Annual Meeting

1. A meeting of the Shareholders will be held annually for the purpose of electing directors (the "Directors") of the Corporation and for the purpose of doing other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of Alaska, the annual meeting will be held on the next succeeding business day or on a date determined by the board of directors for the Corporation (the "Board") that is no later than two weeks after the date specified in the meeting notice.

Special Meetings

2. Unless otherwise prescribed by statute, special meetings of the Shareholders may only be called for any purpose or purposes in the following ways:
 - a. By a majority of the Board; or
 - b. By the president of the Corporation (the "President"); or
 - c. By the holders of shares entitled to cast in total not less than 10 percent of the votes on any issue proposed for the meeting where written requests describing the purpose or purposes for the special meeting are signed, dated and delivered to a member of the Board or other Officer of the Corporation.
3. The Board will determine the time, place and date of any special meeting, which, unless the special meeting is called by a majority of the Board, will be held not more than 42 days after the written request to call the special meeting is delivered to the Board. Special meetings will be limited to discussing and voting on the items identified in the meeting notice.

Place of Meeting

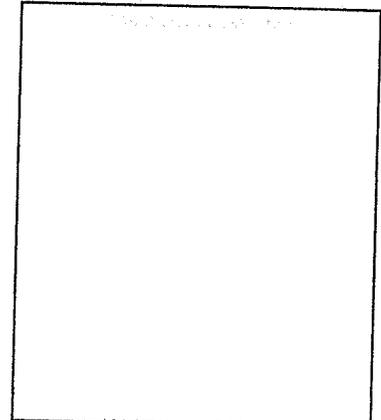
4. The annual meetings or special meetings of the Shareholders may be held at any place in or out of the State of Alaska at a place to be determined at the discretion of the Board. If no designation of the location is made for any annual or special meeting of the Shareholders, the place of the meeting will be the Registered Office of the Corporation. The Corporation must hold its annual meeting within the earlier of: a) six months after the end of the Corporation's fiscal year or; b)



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

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Domestic Business Corporation

2020 Biennial Report
For the period ending December 31, 2019

Due Date: This report along with its fees are due by January 2, 2020

Fees: If postmarked before February 2, 2020, the fee is \$100.00.
If postmarked on or after February 2, 2020 then this report is delinquent and the fee is \$137.50.

Entity Name: Coman Farming Corporation
Entity Number: 10036452
Home Country: UNITED STATES
Home State/Prov.: ALASKA
Physical Address: 4426 E CURTIS DR, 4426 E CURTIS DR,
WASILLA, AK 99654
Mailing Address: 124 W. Swanson Ave, WASILLA, AK 99654

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Kerby Coman
Physical Address: 2301 SOUTH KNIK-GOOSE BAY ROAD
#1, WASILLA, AK 99654
Mailing Address: 4426 E CURTIS DR., WASILLA, AK 99654

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Officers (3) and Directors (1), who must be individuals:** this entity must have a President, Secretary, and Treasurer. The President and Secretary cannot be the same person unless the President is 100% Shareholder. This entity must have at least one (1) Director. Provide all the individuals who are directors.
- **Shareholders:** the entity must provide all Shareholders who own 5% or more of the Issued Shares. Shareholders may be an individual or another entity.
- **Alien Affiliates:** the entity must provide all Alien Affiliates (non-U.S.), which may be an individual or another entity.

Full Legal Name	Complete Mailing Address	% Owned	Alien Affiliate	Assistant Secretary	Assistant Treasurer	Director	President	Secretary	Shareholder	Treasurer	Vice President
Kerby Coman	4426 E CURTIS DR., WASILLA, AK 99654	100.00				X	X	X	X	X	

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

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

Issued Shares: The entity must provide the number of Issued Shares

- Do not leave Issued Shares blank.
- If there are Shareholders then you must provide a number of Issued Shares. Do not exceed the number of Authorized Shares.
- If there are no Issued Shares (and no Shareholders) then provide "0" or "zero" or "none".
- To change Class, Series, Authorized Shares, or Par Value submit an amendment.

Class	Series	Authorized Shares	Par Value	Number of Issued Shares
Common		100	0.00000	7

Mandatory. Do not leave blank.

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Caitlin Klapperich

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	Coman Farming Corporation

Entity Type: Business Corporation

Entity #: 10036452

Status: Non-Compliant

AK Formed Date: 3/4/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022 [File Biennial Report](#)

Entity Mailing Address: 6570 W TREVETT CIR, WASILLA, AK 99623

Entity Physical Address: 6570 W TREVETT CIR, WASILLA, AK 99623

Registered Agent

Agent Name: Kerby Coman

Registered Mailing Address:

Registered Physical Address: 2301 SOUTH KNIK-GOOSE BAY ROAD #1, WASILLA, AK 99654

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Kerby Coman	Director, President, Secretary, Shareholder, Treasurer	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
3/04/2016	Creation Filing	Click to View	Click to View
3/05/2016	Initial Report	Click to View	
1/12/2018	Biennial Report	Click to View	
12/02/2019	Biennial Report	Click to View	
5/04/2021	Entity Address Change	Click to View	

COMMERCIAL REAL ESTATE LEASE

SECTION 1:

LEASE DATE: March 12, 2016
 LANDLORD: Andrea Kretschek
 ADDRESS: 189 East Nelson Avenue, Suite 265, Wasilla, AK 99654
 PHONE NUMBER: (907) 310-0801

TENANT(S): Coman Farming Corporation
 TRADE NAME: Coman Farming Corporation
 CONTACT PERSON: Kerby Coman
 PHONE NUMBER: (907) 884-3153
 E-MAIL ADDRESS: kerby_coman@yahoo.com
 RESIDENCE ADDRESS: _____
 LIABILITY INSURANCE CO: _____
 POLICY NUMBER: _____
 EXPIRATION: _____

PREMISES: 2301 South Knik-Goose Bay Road, #1, Wasilla, AK 99654
 LEASE COMMENCEMENT: March 12, 2016
 LEASE TERMINATION: May 31, 2022
 UTILITY COMMENCEMENT: March 14, 2016
 TENANT RENOVATION PERIOD: March 12, 2016 - May 31, 2016
 RENT COMMENCEMENT: June 1, 2016
 MONTHLY INSTALLMENT: \$3,000.00
 SECURITY DEPOSIT: \$3,000.00 (or the greater amount required to restore premises to pre-demise)
 LAST MONTHS RENT: \$3,000.00
 FIRST MONTH'S RENT: \$3,000.00
 RENOVATION DEFERRAL: \$0
 DISCOUNTS: \$9,258.06
 LATE PAYMENT: \$210 or 6% of outstanding balance (After the 1st day of the month)
 USE OF PREMISES: Nursery & Retail Sales

Tenant shall make a monthly rent payment for the lease of the Premises and shall not be required to make any additional monthly payments, except for late charges, which are considered additional rent. Rent is due on the 1st day of each month and is payable at Landlord's address.

MONTHLY PAYMENTS UNDER LEASE AGREEMENT:

PERIOD	MIN. RENT	EXT. CAMS	INT. CAMS	UTILITIES	TOTAL
03/12/2016 - 05/31/2016	\$0	LANDLORD	TENANT	TENANT	\$0
06/01/2016 - 05/31/2017	\$3000.00	LANDLORD	TENANT	TENANT	\$3000.00

SECTION 2:

This Lease Agreement (this "Lease") by and between Landlord and Tenant is a commercial lease agreement and NOT subject to the Alaska Statute (AS 34.03.) Uniform Residential Landlord and Tenant Act. This lease will supersede any other lease agreement between the parties. The parties agree as follows.

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the commercial property set-forth in SECTION 1 (the "Premises").

TERM. The lease term will be as set-forth in SECTION 1 (the "Term"). The term shall include a 90 day "at will" trial period during which the Landlord may terminate the lease without cause.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments, payable in advance on or before the first day of each month. Lease payments shall be made to the Landlord as set-forth in SECTION 1, which address may be changed from time to time by the Landlord.

DISCOUNTS APPLIED. Any discounts applied are forfeited upon early termination of lease and Tenant's security deposit will be used to reimburse Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease Tenant shall pay to Landlord, in trust, a security deposit to be held and disbursed for Tenant damages to the Premises (if any), late fees, utilities, or any other Tenant financial obligation. Tenant's security cannot be used to pay for any months rent. Tenant's remaining security deposit will be refunded within 14 days of all repairs being completed by Landlord or 60 days after Tenant surrenders possession; whichever comes first. A \$500 fee will be charged for changing any locks on premises. Landlord will re-key locks at no charge if Tenant desires once per lease term. An additional security deposit will be required to reinstate the premises to "move-in" condition for any modifications made to the premises before modifications are made.

LATE PAYMENTS. For any payment that is not paid on or before its due date, Tenant shall pay a late fee. Tenant shall be in default of lease until all late fees are paid. A Tenant who is late two consecutive months or four months during a twelve month period shall be in default and may be given 7 days notice to vacate, at Landlord's discretion.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease provided accounts for gas and electric utilities have been established in Tenants name, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant. Failure to yield possession of the Premises at the expiration of the term or upon Notice to Quit will result in Tenants contents being put into storage by Landlord. Storage fees will accrue at \$50 per day.

USE OF PREMISES. Tenant may use the Premises only for the purposes set-forth in SECTION 1. The Premises may not be used for any other purpose without the prior written consent of Landlord. Residential use of premises is forbidden. All residential appliances are forbidden other than a microwave or compact refrigerator. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

STORAGE. Tenant shall be entitled to store items of personal property in the commercial space being leased as described herein. Additional storage outside is not permitted except for vehicles used for the daily operations of Tenant's business as described herein and is limited to one vehicle per employee plus two additional vehicles. The premises may not be used to store non-running or personal vehicles. Landlord shall not be liable for loss of, or damage to, such stored items. Items stored outside are subject to immediate removal at Tenants expense without prior Landlord approval.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than 100% of the full replacement value. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

Proof of insurance must be provided to Landlord within 7 days of lease execution or Tenant is subject to a \$1000 annual fee which will be withheld from Tenant's security deposit or Landlord's may elect to void this lease immediately.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall maintain fire insurance in the sum of \$100,000 and accident insurance in the sum of \$5,000. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall identify Landlord as an additional insured. Proof of insurance must be provided to Landlord within 7 days of lease execution or Tenant is subject to a \$1000 annual fee which will be withheld from Tenant's security deposit or Landlord's may elect to void this lease immediately.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of month to month per renewal term, unless Tenant gives written notice of termination no later than ninety days prior to the end of the term or renewal term or Landlord gives written notice of termination no later than thirty days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

RENT ESCALATION. Any rent increases under this Lease shall commence no earlier than one (1) year after the date of the commencement of this Lease. The maximum amount that the rent may be increased in any one year (starting in the second year of this Lease) shall be 4% over the beginning base rent under this Lease, discounts excluded.

EARLY TERMINATION. If Tenant sells business to new owners; this Lease may be terminated with written notice of termination no later than ninety days prior to yielding possession to Landlord and upon refunding to Landlord any discounts applied, broker fees paid, and forfeiting any deposits plus nine months rent. In the event of bankruptcy; all terms apply plus six months rent. Landlord will honor this lease in its' entirety upon sale of the tenants business. The lease terms during any such renewal term shall be the same as those contained in this Lease. Early termination for any other reason will result in Tenant paying to Landlord remaining rent(s) due, refunding any discounts applied, broker fees paid, and forfeiting any deposits or pre-pays.

MAINTENANCE.

Maintenance and Repair by Landlord:

- the roof, outside walls, and other structural parts of the building.
- the parking lot, driveways, and sidewalks, including snow and ice removal.
- the pre-demise plumbing, electrical, & heating systems.

Maintenance and Repair by Tenant:

Tenant shall at all times throughout the Lease Term at its sole cost and expense keep the Premises (including exterior doors and entrances, all windows, floor coverings, sills, door closures and moldings and trim of all doors and windows) and all partitions, door surfaces, fixtures, equipment and appurtenances thereof (including lighting, and plumbing fixtures) in good order, condition and repair (including damage from burglary or attempted burglary of the Premises). The costs of any such repairs shall be billed directly to, and paid by Tenant. If there is an air conditioning system serving the Premises, Landlord will contract for preventive maintenance checks, filter changes, repairs and replacement, and service and Tenant agrees the cost of such preventive maintenance calls, filter changes, repairs and replacements on or for the units serving Tenant's Premises are not included in the exterior common area maintenance expenses to be borne by Landlord. Without limiting the generalities thereof, Tenant shall keep the glass of all windows, doors, and showcases clean and presentable; replace immediately all broken glass in the Premises; at reasonable intervals paint or refinish the interior of the Premises, including entrances as determined by Landlord; make any necessary repairs to, or replacements of, all door closure apparatuses and mechanisms; keep all plumbing clean and in good state of repair including pipes, drains, toilets, basins, water heaters and those portions of the heating systems within the walls of the Premises; and keep all utilities, including circuit breaker and panel box and the Tenant's meters, within the Premises in a good state of repair.

Failure to Maintain.

If Tenant fails to keep and preserve the Premises as set forth in above, Landlord may, at its option, put or cause the same to be put in the condition and state of repair agreed upon, and in such case, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof as additional rent. Landlord shall have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of Tenant to do so.

UTILITIES AND SERVICES.

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- water and sewer
- snow plowing
- garbage and trash disposal

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- electricity - M.E.A.: 907.761.9300
- gas - Enstar: 907.376.7979
- heating
- janitorial services
- telephone service
- as required

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

Tenant acknowledges that failure to pay and keep utility accounts in good standing will result in the accounts (and their financial responsibility) reverting into Landlord's name. Accounts reverting into Landlord's name are subject to immediate shut off and Tenant will be required to pay a deposit of \$400 for electricity and \$400 for gas upon demand by and to Landlord.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 7 days (or 5 days for unpaid utilities or any other event that result in the Landlord assuming financial responsibility of utilities provided by a third party) and (any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to base rent or \$3.00 per square foot, whichever is greater.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

Initial: 

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. Landlord will provide 24 hour notice if access is required during business hours and 2 hour notice after hours. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency or during remodeling, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants at will without Tenant's consent. A property inspection will be performed every 30 days by Landlord.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall, at its sole costs and expense, promptly comply with all local, state or federal laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force with respect to the Tenants' use and occupancy of the Premises and the Tenants business conducted thereon and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises (excluding structural changes not related to or affected by Tenant's improvements or acts). The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant. Tenant shall promptly notify Landlord of any non-compliance issues including any law enforcement interactions with their company or its employees, contractors and, or assigns. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

BUILDING IMPROVEMENTS. All building improvements or modifications must be requested by Tenant and approved by Landlord in writing prior to any work being started. Improvements or modifications that alter the "move-in" state of the premises must be accompanied by a security deposit equal to the amount required to return the premises to "move-in" state. Tenant is responsible for obtaining all federal, state, and local permits and contracting with licensed, insured, and bonded trades people. Any improvements made to the building or property by the Tenant become fixtures of the building and property and shall remain intact permanently. Improvements include, but are not limited to, anything attached or bolted to the interior or exterior of the building and property as a whole. Any such costs are to be born solely by the Tenant.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD: Andrea E. Kretschek
189 East Nelson Avenue, Suite 265
Wasilla, AK 99654

TENANT: Coman Farming

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alaska.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and insure to the benefit of both parties and their respective legal representatives, successors and assigns.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SECTION 3: LEASE ADDENDUM

Any conditions set forth in the lease are superseded by the following addendum's:

TERM:

The term of the lease is conditional upon local and state government laws and regulations permitting the continued operation of a marijuana licensed business as set forth in Alaska Marijuana Regulations 3 AAC Chapter 306. Any laws or regulations preventing the legal operation of such a business will release Tenant of any further obligation set forth in this lease and are subject to the terms of early termination. Landlord's will have 180 days to remedy any action preventing the legal operation of a marijuana licensed business OR the date set-forth for public or governmental vote to address the continued legal operation OR immediate release from any further obligation at the sole discretion of the Landlord's.

MAINTENANCE:

Additionally, Tenant must provide an HVAC system to provide:

- Air exchange to maintain the integrity of the building.
- Relative humidity remediation to maintain the integrity of the building.
- Air and odor pollution remediation.

Tenant must have a licensed and bonded environmental engineering provider test air and waste water quality and provide bi-monthly reports at their expense.

DEFAULTS:

In the event of default; State of Alaska AMCO will be notified and Landlord's will not remove any marijuana or marijuana products.

LICENSING:

Obtaining the required licenses for the operation of a marijuana business is the sole responsibility of the Tenant. By signing this lease, Tenant acknowledges they have read and understand the requirements to qualify and obtain licenses.

It will be the sole responsibility of the Tenant to prepare the premises to meet state and local regulations and to bear the cost to do so.

PURCHASE:

The Tenant may at any time exercise their right to purchase under the following terms:

1. 100% of rents paid may be applied toward the purchase price.
2. Property valuation will be based on net operating income at the time and a capitalization rate of 9%.
3. A 25% deposit may be made in installments at the time Tenant exercises their right to purchase with \$100K down.
4. Ownership will be transferred when 25% of the purchase price has been paid.
5. Owner(s) will finance the remaining balance for a term of 30 years at 7% interest.
6. In the event of a vacancy, the average rents of all remaining units will be used to determine the income value of the vacant unit and the net operating income.
7. Tenant must exercise their right to purchase within 24 months of lease execution.

OTHER:

Any terms, conditions, requirements, or laws set forth in Statutes AS 17.38 and Regulations 3 AAC Chapter 306 will supersede any other terms set forth in the lease.

Landlord's have 180 days to provide "additional space" required by Tenant at a rate equal to existing space leased. In the event Tenant fails to notify Landlord's of requirement AND executes a lease with another Landlord; Tenant will be in default and will forfeit any discounts applied, broker fees paid, and deposits or pre-pays.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above set forth.

LANDLORD:

Andrea E. Kretschek March 12, 2016

Landlord

Date

TENANT:

[Signature] 3-12-16

Date

Authorized Agent of:

COMPANY:

Coman Farming

NAME: Kerby Coman
ADDRESS: 4420 E. Curtis Dr.
ADDRESS: Wassila AK 99654
PHONE: 907-884-3153
E-MAIL ADDRESS:
D.O.B.:
S.S. #:
DRIVERS LICENSE#:

NAME:
ADDRESS:
ADDRESS:
PHONE:
E-MAIL ADDRESS:
D.O.B.:
S.S. #:
DRIVERS LICENSE#:

NAME:
ADDRESS:
ADDRESS:
PHONE:
E-MAIL ADDRESS:
D.O.B.:
S.S. #:
DRIVERS LICENSE#:

Initial: [Signature]

EXHIBIT "A"

LANDLORD'S & TENANT'S WORK

LANDLORD'S WORK: Landlord's work is described as: To provide a clean space, to include walls, floors, ceiling tiles and all electrical, plumbing and mechanical in working order.

TENANT'S WORK: Tenant agrees to prepare, or cause to be prepared, and submit to Landlord, one set of fully dimensioned one-quarter (1/4") scale drawings showing the layout of the demised premises including store front, trade fixtures and other matters which would affect the construction design of the demised premises, within fifteen (15) days after this lease is fully executed.

Tenant shall provide, administer and pay for any and all work done to the demised premises other than that as so provided by Landlord in it's present "AS IS" condition. Tenant shall pay for any and all plans, drawings, permits, etc., necessary to do said work. Tenant shall provide Landlord a copy of the certificate of occupancy insured by the appropriate governmental agency. Unless otherwise approved by the Landlord's on-site manager, all work shall be done by a licensed contractor who provides the Landlord with a proper Certificate of Insurance prior to commencing the work.

Should the Tenant request, in writing and the Landlord agrees in writing, to have Landlord's contractor perform any of the Tenant's work, it is agreed that Tenant shall pay for all costs of said work in accordance with Landlord contractor's requirements.

To be attached to and form a part of the Lease between Landlord and Tenant, Dated 03/12/16.

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EXHIBIT "B"
DEMISING PLAN OF PREMISES

To be attached to and form a part of the Lease between Landlord and Tenant, Dated 03/12/16.

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EXHIBIT C
SIGN CRITERIA

This sign criteria has been established for the purpose of assuring a high quality office, retail building and for the mutual benefit of all existing and future tenants. Conformance will be strictly enforced. All nonconforming or unapproved signs must be brought into conformance at the expense of the tenant.

Tenant signs shall be governed by the following:

No sign shall be permitted on Commercial Property unless it is determined by the owners of Commercial Property to be in conformity with "sign specifications and locations" detailed below, and unless all necessary city permits have been obtained.

Landlord requires all sign manufacturers/installers to SUBMIT WITH DRAWINGS A CERTIFICATE OF INSURANCE FOR WORKMAN'S COMPENSATION AND LIABILITY. Minimum liability limit One Million and No/100 Dollars (\$1,000,000.00). All shop drawings must show the names of the company manufacturing/installing the sign.

1) GENERAL CRITERIA:

- A) Prior to the purchase of any sign in the center, the applicable tenant shall submit to landlord two (2) copies of a detailed shop drawing of its purposed sign, prepared by the sign contractor, indicating conformance with the criteria set forth herein. Such shop drawings shall include the building elevations to which the signs are attached, letter size, layout and color, electrical diagram, including all copy and graphics.
- B) Prior to the installation of any sign, a sign permit shall be obtained from the City of Wasilla (if applicable).
- C) The tenant shall pay for all signs and their installation and maintenance. The tenant shall also obtain all necessary permits and approvals.
- D) All individual letters shall be placed on raceways. Exceptions may be made at the sole discretion of the owners.
- E) All conductors, transformers and other equipment shall be concealed within the raceway.
- F) All signs must bear the U.L. label and installation must comply with all applicable building, electrical and other governmental codes and requirements.
- G) Tenant shall maintain the sign in good working order which shall include, but not be limited to, replacement of damaged letters and burned out neon tubing at tenant's expense. In the event landlord notifies tenant of an existing defect and tenant fails to cure said defect within ten (10) days after notification by landlord, landlord may cause the defect to be repaired. Tenant hereby agrees to reimburse landlord for the cost of any such repairs within ten (10) days after receipt of an invoice setting forth those costs incurred by landlord.
- H) Upon termination or expiration of the lease, tenant agrees to remove its signs, secure the electrical leads in a safe manner and repair damages to the fascia at tenant's own expense.
- I) Wording of any sign shall not include the product sold, except as a part of a tenant's customarily used trade names or insignia.
- J) Painted lettering, banners and balloons are prohibited.
- K) Flashing, moving or audible signs are prohibited.

L) All penetrations of the building structure required for sign installation shall be neatly sealed in water tight condition.

M) Each sign contractor shall repair any damage to any other work caused by its work. Damage that is not repaired by a contractor shall become the tenant's responsibility to immediately correct.

N) Each tenant shall be fully responsible for the operation of the tenant's sign contractor, and shall indemnify, defend and hold landlord harmless from all damage, liability, costs, expenses, cause of action, mechanic's liens and stop notices on account thereof.

2) SIGN DESIGN:

A) Tenant's are permitted a maximum of one square foot of sign area per lineal foot of tenant frontage facing the parking lot.

B) All letters to be 30" maximum and 12" minimum in height. In cases where a tenant cannot meet a 12" minimum letter height because of an unusually long business name, the owner/landlord may allow a reduced letter height.

C) Logos cannot exceed 24" in height or exceed 15 percent (15%) of sign area, which will be included in allowable signage.

D) Sign construction shall be individual .24GA. Electro-galvanized metal letters, 5" deep bronze returns and armourply backs.

E) Letter faces shall be 3/16" thick plexiglass as manufactured by Acrylite or Rohm & Haas with 3/4" trim cap edges.

F) Interior neon tubing will be 3" on center or less.

G) No labels visible on signs except U.L. label and governmental permit. All other labels must be on top of raceway. No sign company name to be visible from the ground.

H) All letters must be raceway mounted.

I) Sign shall be composed of individual script, serif, block or san serif letters, mounted on fascia.

J) All letters are to be centered on fascia within sign band.

3) MISCELLANEOUS REQUIREMENTS:

A) Each tenant will be permitted to place upon front entrance glass of its demised premises not more than 144 square inches of gold leaf or vinyl application lettering not to exceed two inches (2") in height, indicating hours of business, emergency telephone number and similar information.

B) Temporary signs shall comply with the City of Wasilla sign ordinance (if applicable) and receive Landlord and City approval prior to installation.

4) REAR SERVICE DOOR:

A) Tenant may identify rear service door for delivery and emergency purposes only.

5) SIGN REVIEW BOARD:

A) All shop drawings will be reviewed by Landlord for total compliance with sign criteria prior to tenant purchasing their sign. Any substitutes must be approved by Landlord prior to application for permits.

DEPOSIT RECEIPT

RECEIVED from TENANT(S) named above, the sum of \$ 6000 DOLLARS in the form of (cash, cashier's check, other): _____, as a deposit which, upon acceptance of this lease by the LANDLORD, will be applied as follows:

	Total	Received	Due Date
Rent for the period from: 03/12/2016 to 05/31/2016	\$ 0	\$ _____	_____
Security Deposit:	\$ 3,000.00	\$ 3,000.00	<u>03/12/2016</u>
Last Month's Rent:	\$ 3,000.00	\$ 3,000.00	<u>03/12/2016</u>
TOTAL:	\$ 6,000.00	\$ 6,000.00	<u>03/12/2016</u>

The total deposit received shall be refunded if this lease is not accepted by the LANDLORD within 3 days.

LANDLORD:

Andrea E. Kretschek

Andrea Kretschek

3/12/16

Date

Enstar

M.E.A.

Unit 1:

90289

AK1600041

Initial: AK