



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

MEMORANDUM

TO: Chair and Members of the Board DATE: March 3, 2022
FROM: Nathanael Hall, Occupational RE: Green Valley Enterprises
Licensing Examiner #13221

This is a renewal application for a Standard Cultivation Facility in the City and Bureau of Juneau, by ForgetMeNot Enterprises, Inc. DBA Green Valley Enterprises.

Local Government Protest: Not as of 3/3/2022
LG Protest Period Ends: 5/1/2022
Objection(s) Received/Date: No
Notice of Violation(s): Yes – 2 for tax delinquency
Staff questions for Board: Yes- On Feb 2022 tax list
owing \$45774.

8/21/2021

Forget Me Not Alaska Mail - FW: NOV Delinquency in Tax 13221



Adam Gray <agray@forgetmenotak.com>

FW: NOV Delinquency in Tax 13221

Adam Gray <agray@forgetmenotak.com>
To: jason.davies@alaska.gov

Thu, Dec 31, 2020 at 3:32 PM

Hello Mr. Davies,

I apologize for the delay in responding to your email regarding the violation. Please see the attached screenshot showing the outstanding tax balance has been paid in full.

Sincerely,

Adam Gray
ForgetMeNot Enterprises
[Quoted text hidden]

 **13221 - Green Valley Enterprises x5.pdf**
348K

AMCO

AUG 26 2021

Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 9/28/20

License #/Type: 13221

Standard Cultivation

Designated Licensee: Norvin Perez

AMCO Case#:

DBA: Green Valley Enterprises

Premises Address: 8505 Old Dairy Road Suite 2 Juneau, AK 99801

Mailing Address: 10672 Kenai Spur Highway 112 PMB 908 Kenai, AK 99611

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

As of 7/29/2020, Green Valley Enterprises, 13221, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

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Note: This is not an accusation or a criminal complaint.

As of 11/18/2020, Green Valley Enterprises, 13221, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

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550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

Davies, Jason M (CED)

From: Adam Gray <agray@forgetmenotak.com>
Sent: Thursday, December 31, 2020 12:32 PM
To: Davies, Jason M (CED)
Subject: Re: FW: NOV Delinquency in Tax 13221
Attachments: 13221 - Green Valley Enterprises x5.pdf

Categories: CHECK BACK AND COMPLETE

Hello Mr. Davies,

I apologize for the delay in responding to your email regarding the violation. Please see the attached screenshot showing the outstanding tax balance has been paid in full.

Sincerely,

Adam Gray
ForgetMeNot Enterprises

On Tue, Nov 24, 2020 at 5:24 AM Adam Gray <info@forgetmenotak.com> wrote:

Sent from [Mail](#) for Windows 10

From: [Davies, Jason M \(CED\)](#)
Sent: Monday, November 23, 2020 11:58 AM
To: info@forgetmenotak.com
Subject: NOV Delinquency in Tax 13221

Hello-

Attached to this email is a notice of violation(s). You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Please do not reply to this email.

Questions or concerns should be forwarded to amco.enforcement@alaska.gov.

Thank you,



Jason M. Davies
Criminal Justice Technician II

AMCO Enforcement
Alcohol & Marijuana Control Office
550 W. 7th Ave, Suite 1600

Anchorage, AK 99501
Office (907) 754-3410
[*jason.davies@alaska.gov*](mailto:jason.davies@alaska.gov)

AUG 26 2021

MARIJUANA TAX		NAME'S AND ADDRESSES		I WANT TO...
Federal Employer Id	15-1117967	DBA Name	GREEN VALLEY ENTERPRISES	View My Profile
Monthly	MRT-10067110-004	Legal Name	FORGETMENOT ENTERPRISES, INC	Make a Payment
My Balance	\$ -46.32	Location Address	8505 OLD DAIRY RD STE 2 JUNEAU AK	View My Payments
Pending	\$0.00	Mailing Address	10672 KENAI SPUR HWY PMB 908 STE	Amend a Return
Effective Balance	\$ -46.32			
Payment Source	Setup			

PERIODS

HISTORY

MESSAGES¹²

LETTERS²³

ATTENTION NEEDED¹

ALL PERIODS

PERIODS FROM 31-DEC-2018

Change Data

Filter

Period	Return Status		Tax	Penalty	Interest	Other	Credits	Balance	Messages
31-Dec-2020	Not Filed	Pay	0.00	0.00	0.00	0.00	0.00	0.00	
30-Nov-2020	Not Filed	File Now Pay	0.00	0.00	0.00	0.00	46.32	-46.32	Filing Required
31-Oct-2020	Late-Processed	View Return Pay	9,487.70	474.38	2.85	0.00	9,964.93	0.00	
30-Sep-2020	Late-Processed	View Return Pay	7,894.00	448.99	33.45	0.00	8,376.44	0.00	
31-Aug-2020	Online-Processed	View Return Pay	6,215.09	310.75	5.90	0.00	6,531.44	0.00	



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

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:	ForgetMeNotEnterprises Inc	License Number:	13221		
License Type:	Standard Cultivation				
Doing Business As:	Green Valley Enterprises				
Premises Address:	8505 Old Dairy Road Suite 2				
City:	Juneau	State:	AK	ZIP:	99801

Section 2 – Individual Information

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

Name:	Norvin Perez
Title:	Licensee

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.

x



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.

x



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).

x





Alaska Marijuana Control Board

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.

NP

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.

NP

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

NP

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

NP

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

NP

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.

NP

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.

NP

I, Norvin Perez, 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.

NP

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

Norvin Perez

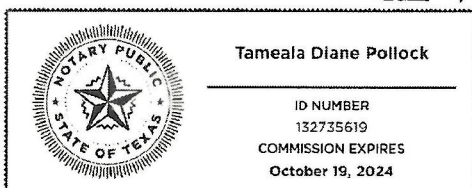
Printed name of licensee

Notary Public in and for the State of Alaska

XXXX Texas

My commission expires: 10/19/2024

Subscribed and sworn to before me this 23rd day of August, 2021.



Notarized online using audio-video communication

[Form MJ-20] (rev 4/19/2021)

License # _____

AMCO

Page 2 of 2

AUG 26 2021

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

ForgetMeNot Enterprises, Inc.



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **January 12, 2017**.

Chris Hladick
Commissioner

AMCO

AUG 26 2021

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Amendment

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

ForgetMeNot Enterprises, Inc.



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective May 01, 2017.

Chris Hladick
Commissioner

AMCO

AUG 26 2021

**BYLAWS
OF
FORGETMENOT ENTERPRISES, INC**

**ARTICLE I
SHAREHOLDERS**

Section 1. Annual Meeting. An annual meeting shall be held once each calendar year for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Board of Directors from time to time.

Section 2. Special Meetings. Special meetings of the shareholders may be requested by the President, the Board of Directors, or the holders of a majority of the outstanding voting shares.

Section 3. Notice. Written notice of all shareholder meetings, whether regular or special meetings, shall be provided under this section or as otherwise required by law. The Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be mailed to all shareholders of record at the address shown on the corporate books, at least 10 days prior to the meeting. Such notice shall be deemed effective when deposited in ordinary U.S. mail, properly addressed, with postage prepaid.

Section 4. Place of Meeting. Shareholders' meetings shall be held at the corporation's principal place of business unless otherwise stated in the notice. Shareholders of any class or series may participate in any meeting of shareholders by means of remote communication to the extent the Board of Directors authorizes such participation for such class or series. Participation by means of remote communication shall be subject to such guidelines and procedures as the Board of Directors adopts. Shareholders participating in a shareholders' meeting by means of remote communication shall be deemed present and may vote at such a meeting if the corporation has implemented reasonable measures: (1) to verify that each person participating remotely is a shareholder, and (2) to provide such shareholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to communicate, and to read or hear the proceedings of the meeting, substantially concurrent with such proceedings.

Section 5. Quorum. A majority of the outstanding voting shares, whether represented in person or by proxy, shall constitute a quorum at a shareholders' meeting. In the absence of a quorum, a majority of the represented shares may adjourn the meeting to another time without further notice. If a quorum is represented at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The shareholders present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some shareholders results in representation of less than a quorum.

Section 6. Informal Action. Any action required to be taken, or which may be taken, at a shareholders meeting, may be taken without a meeting and without prior notice if a consent in

AMCO

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writing, setting forth the action so taken, is signed by the shareholders who own all of the shares entitled to vote with respect to the subject matter of the vote.

ARTICLE II DIRECTORS

Section 1. Number of Directors. The corporation shall be managed by a Board of Directors consisting of 2 director(s).

Section 2. Election and Term of Office. The directors shall be elected at the annual shareholders' meeting. Each director shall serve a term of 10 year(s), or until a successor has been elected and qualified.

Section 3. Quorum. A majority of directors shall constitute a quorum.

Section 4. Adverse Interest. In the determination of a quorum of the directors, or in voting, the disclosed adverse interest of a director shall not disqualify the director or invalidate his or her vote.

Section 5. Regular Meeting. An annual meeting shall be held, without notice, immediately following and at the same place as the annual meeting of the shareholders. The Board of Directors may provide, by resolution, for additional regular meetings without notice other than the notice provided by the resolution.

Section 6. Special Meeting. Special meetings may be requested by the President, Vice-President, Secretary, or any two directors by providing five days' written notice by ordinary United States mail, effective when mailed. Minutes of the meeting shall be sent to the Board of Directors within two weeks after the meeting.

Section 7. Procedures. The vote of a majority of the directors present at a properly called meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. 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 their dissent shall be entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.

If authorized by the governing body, any requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the member or proxy holder.

Section 8. Informal Action. Any action required to be taken at a meeting of directors, or any action which may be taken at a meeting of directors or of a committee of directors, may be taken without a meeting if a consent in writing setting forth the action so taken, is signed by all of the directors or all of the members of the committee of directors, as the case may be.

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Section 9. Removal / Vacancies. A director shall be subject to removal, with or without cause, at a meeting of the shareholders called for that purpose. Any vacancy that occurs on the Board of Directors, whether by death, resignation, removal or any other cause, may be filled by the remaining directors. A director elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

Section 10. Resignation. Any director may resign effective upon giving written notice to the chairperson of the board, the president, the secretary or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 11. Committees. To the extent permitted by law, the Board of Directors may appoint from its members a committee or committees, temporary or permanent, and designate the duties, powers and authorities of such committees.

ARTICLE III OFFICERS

Section 1. Number of Officers. The officers of the corporation shall be a President, one or more Vice-Presidents (as determined by the Board of Directors), a Treasurer, and a Secretary.

President/Chairman. The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors and its Executive Committee, if such a committee is created by the Board.

Vice President. The Vice President shall perform the duties of the President in the absence of the President and shall assist that office in the discharge of its leadership duties.

Secretary. The Secretary shall give notice of all meetings of the Board of Directors and Executive Committee, if any, shall keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the corporation. The Secretary shall maintain the minutes of the Board of Directors' meetings and all committee meetings.

Treasurer/CFO. The Treasurer shall be responsible for conducting the financial affairs of the corporation as directed and authorized by the Board of Directors and Executive Committee, if any, and shall make reports of the corporation's finances as required, but no less often than at each meeting of the Board of Directors and Executive Committee.

Section 2. Election and Term of Office. The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors, immediately following the annual meeting of the shareholders. Each officer shall serve a one year term or until a successor has been elected and qualified.

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Section 3. Removal or Vacancy. The Board of Directors shall have the power to remove an officer or agent of the corporation. Any vacancy that occurs for any reason may be filled by the Board of Directors.

ARTICLE IV CORPORATE SEAL, EXECUTION OF INSTRUMENTS

The corporation shall not have a corporate seal. All instruments that are executed on behalf of the corporation which are acknowledged and which affect an interest in real estate shall be executed by the President. All other instruments executed by the corporation, including a release of mortgage or lien, may be executed by the President. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the Board of Directors.

ARTICLE V AMENDMENT TO BYLAWS

The bylaws may be amended, altered, or repealed by the Board of Directors or the shareholders by a majority of a quorum vote at any regular or special meeting; provided however, that the shareholders may from time to time specify particular provisions of the bylaws which shall not be amended or repealed by the Board of Directors.

ARTICLE VI INDEMNIFICATION

Any director or officer who is involved in litigation by reason of his or her position as a director or officer of this corporation shall be indemnified and held harmless by the corporation to the fullest extent authorized by law as it now exists or may subsequently be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights).

ARTICLE VII STOCK CERTIFICATES

The corporation may issue shares of the corporation's stock without certificates. Within a reasonable time after the issue or transfer of shares without certificates, the corporation shall send the shareholder a written statement of the information that is required by law to be on the certificates. Upon written request to the corporate secretary by a holder of such shares, the secretary shall provide a certificate in the form prescribed by the directors.

ARTICLE VIII DISSOLUTION

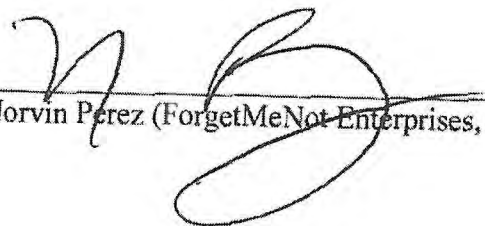
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AUG 26 2021

The corporation may be dissolved only with authorization of its Board of Directors given at a special meeting called for that purpose, and with the subsequent approval by no less than a simple majority vote of the members.

Certification

Norvin Perez, President of ForgetMeNot Enterprises, Inc hereby certifies that the foregoing is a true and correct copy of the bylaws of the above-named corporation, duly adopted by the initial Board of Directors on July 01, 2017.


Norvin Perez (ForgetMeNot Enterprises, Inc), President

AMCO

AUG 26 2021



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	ForgetMeNot Enterprises, Inc.

Entity Type: Business Corporation

Entity #: 10048969

Status: Good Standing

AK Formed Date: 1/12/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: 10672 KENAI SPUR, HIGHWAY, 112 PMB 908, KENAI, AK 99611

Entity Physical Address: 8505 OLD DAIRY ROAD, JUNEAU , AK 99801

Registered Agent

Agent Name: Jana Weltzin

Registered Mailing Address: 901 PHOTO AVE, ANCHORAGE, AK 99503

Registered Physical Address: 901 PHOTO AVE, ANCHORAGE, AK 99503

AMCO

AUG 26 2021

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
10051717	VC Enterprises, LLC	Secretary, Shareholder, Director, President, Treasurer	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
1/12/2017	Creation Filing	Click to View	Click to View
3/07/2017	Initial Report	Click to View	
5/01/2017	Change of Officials	Click to View	
5/01/2017	Amendment	Click to View	Click to View
10/26/2017	Change of Officials	Click to View	
12/10/2018	Biennial Report	Click to View	
6/04/2019	Agent Change	Click to View	
10/09/2020	Biennial Report	Click to View	

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AUG 26 2021

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	VC Enterprises, LLC

Entity Type: Limited Liability Company

Entity #: 10051717

Status: Good Standing

AK Formed Date: 2/17/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: 10672 KENAI SPUR, HIGHWAY, 112 PMB 908, KENAI, AK 99611

Entity Physical Address: 8505 OLD DAIRY ROAD, JUNEAU, AK 99801

Registered Agent

Agent Name: Jana Weltzin

Registered Mailing Address: 901 PHOTO AVE, ANCHORAGE, AK 99503

Registered Physical Address: 901 PHOTO AVE, ANCHORAGE, AK 99503

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Norvin Perez	Member, Manager	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
2/17/2017	Creation Filing	Click to View	Click to View
2/17/2017	Initial Report	Click to View	
5/01/2017	Change of Officials	Click to View	
10/26/2017	Change of Officials	Click to View	
12/10/2018	Biennial Report	Click to View	
6/04/2019	Agent Change	Click to View	
10/08/2020	Biennial Report	Click to View	



THE STATE
of **ALASKA**

Department of Commerce, Community and Economic Development
Division of Corporations, Business and Professional Licensing

COR

Corporations Section

State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806

Phone: (907) 465-2550 • Fax: (907) 465-2974

Email: corporations@alaska.gov

Website: Corporations.Alaska.Gov

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to www.Corporations.Alaska.Gov and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important:

AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.
— AS 10.50.765

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
— AS 10.50.860- 870

2. Fee:

☐ \$25 Nonrefundable Filing Fee (CORF)

3 AAC 16.065(b)

Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information:

AS 10.50.765

Entity Name: VC Enterprises, LLC

Alaska Entity Number: 10051717

08-491

Rev 07/25/17

D-LLC Change of Officials 1 of 2

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4. REMOVE from Record:

AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: Roland Eray Name: _____
Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials:

AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — AS 10.50.155(b)
- Must provide all members who own 5% or more of the LLC. — AS 10.50.765 (b)
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — AS 10.50.075(5) and AS 10.50.110(b)
- List ALL officials and their current information to be on record.
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD** fields are required.

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
Norvin Perez	10072 Kenai Spur Hwy 112 PMB 908 Kenai AK 99601	100	X	X

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature:

AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: [Signature] Date: 10/27/17
Printed Name: Norvin Perez

Title of Authorized Signer: ☒ Member ☐ Manager ☐ Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.



THE STATE
of **ALASKA**

Department of Commerce, Community and Economic Development
Division of Corporations, Business and Professional Licensing

COR

Corporations Section

State Office Building, 333 Willoughby Avenue, 9th Floor

PO Box 110806, Juneau, AK 99811-0806

Phone: (907) 465-2550 • Fax: (907) 465-2974

Email: corporations@alaska.gov

Website: Corporations.Alaska.Gov

Contact Information

- Return this form with your filing
- This information may be used by the Division to assist with processing your attached filings
- This form will not be filed for record, or appear online

Entity Information	
Enter your entity information as it appears on this filing.	
Entity Name:	VC Enterprises, LLC
AK Entity #:	16051717

Contact Person	
Whom may we contact with any questions or problems with this filing?	
Company:	JDW, LLC
Contact:	Jana Wetzin
Mailing Address:	Address: 3003 Minnesota Dr. #201 City: Anchorage State: AK ZIP: 99503
Phone:	907-231-3750
Email:	jana@jdwconsult.com

Document Return Address	
Provide an address for the return of your filed documents.	
<input checked="" type="checkbox"/> Return my filings to the address provided ABOVE	
<input type="checkbox"/> Return my filings to this address provided BELOW	
Company:	
Contact:	
Mailing Address:	Address: City: State: ZIP:

08-561

Rev 7/14/16

Contact Information

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State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

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

VC Enterprises, LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **February 17, 2017**.

A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick
Commissioner

**Limited Liability Company Agreement of
VC Enterprises,
a Limited Liability Company**

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for VC Enterprises, LLC, a Manager-managed Alaska limited liability company (the "Company") formed under and pursuant to Alaska law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Alaska law absent such a provision, this Agreement, to the extent permitted under Alaska law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

8505 Old Dairy Road Suite 201 Juneau, Alaska 99801, or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Jana Weltzin. The Agent's registered office is 3003 Minnesota Drive, Suite 201 Anchorage, Alaska 99503. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alaska Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose: VC Enterprises, LLC will provide management and other consulting services to clients in various fields.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Alaska law.

C. Duration. The Company's term shall commence upon the filing of Articles of Organization and all other such necessary materials with the state of Alaska. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska law;

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3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Alaska law.

III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Norvin Perez, 100%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Alaska law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement.

D. Withdrawal or Death of a Member. Should a Member die or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 90 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 90 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject

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to the limitations in Section III(E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is dissolved or terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III(D) above.

1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.

2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices. The Members shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Alaska, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with Article XIII below. The Members may delegate this responsibility to an Officer or a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members. The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager or an Officer of the Company, in which instance they shall owe only the respective fiduciary duties of

a Manager or Officer, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation or an S-corporation at any time.

VI. Managers.

A. Managers. The Members holding a majority of the capital interests in the Company, as set forth in Article 3 Paragraph A may vote to elect a Manager or Managers (Manager(s)). One manager will be elected by the Members as President. 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.

B. Powers and Operation of the Manager(s). The Manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.

C. Compensation of Managers. The Members shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Manager(s), which may be a fixed sum for attendance at each meeting of the

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Manager(s) or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

D. Removal of Managers. Unless otherwise restricted by law or terms of an Employment Agreement, any Manager may be removed, with or without cause, by the Members, and any vacancy caused by any such removal may be filled by action of the Members.

E. Managers as Agents. To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.

F. No Power to Dissolve the Company. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Manager(s), none of the Manager(s) shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Members, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

G. Duties of the Manager(s). The Manager(s) and the Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Manager(s) also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;

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6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Manager(s) to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Alaska limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Manager(s) to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Prohibited Actions of the Manager(s). Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Manager(s), none of the Manager(s) on behalf of the Company, shall, without the unanimous approval of the Manager(s), do any of the following:

1. Guarantee any obligation of any person;
2. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(A) above; or

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3. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(A) above.
4. Initiate any financial transaction in excess of ten thousand dollars (\$10,000) without the prior consent of the members. Consent may be provided verbally, in written format or electronically through email or text message.

VII. Officers.

A. Appointment and Titles of Officers. The initial Manager(s) shall be appointed by the Members. Any Officers shall be chosen by the Manager(s). The Manager(s) may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by Alaska law. The Manager(s) may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Manager(s). The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members or the Manager(s) may be removed at any time, with or without cause, by the affirmative vote of a majority of the Manager(s). Any vacancy occurring in any office of the Company shall be filled by the Manager(s). Unless the Manager(s) decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Alaska law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. The President shall be the chief executive officer of the Company, shall preside at all meetings of the Manager(s), shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Manager(s) are carried into effect. The President shall execute all contracts on behalf of the Company, except:

- i. where required or permitted by law or this Agreement to be otherwise signed and executed;
- ii. where signing and execution thereof shall be expressly delegated by the Manager(s) to some other Officer or agent of the Company.

2. *Vice-Presidents.* In the absence of the President or in the event of their inability to act, any Vice-Presidents in the order designated by the Manager(s) (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Manager(s) may from time to time prescribe.

B. Officers as Agents. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Manager(s) not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

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VIII. Fiduciary Duties of the Manager(s) and Officers.

A. Loyalty and Care. Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Alaska.

B. Competition with the Company. The Managers and Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Manager(s) of Managers excluding the interested Manager, consents thereto. The Managers and Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Manager(s) of Managers excluding the interested Manager, consents thereto.

C. Duties Only to the Company. The Managers' and Officers' fiduciary duties of loyalty and care are to the Company and not to the other Managers or other Officers. The Managers and Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers, but shall owe no such duties to Officers unless the Officer is a Manager. A Manager or Officer who so performs their duties shall not have any liability by reason of being or having been a Manager or an Officer.

D. Reliance on Reports. In discharging the Manager's or Officer's duties, a Manager or Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.
2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.
3. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

IX. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

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B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alaska shall have been canceled in the manner required by Alaska law.

E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Alaska Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alaska and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

X. Exculpation and Indemnification.

A. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss,

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damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article X shall survive any termination of this Agreement.

XI. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law.

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XII. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Alaska.

XIII. General Provisions.

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alaska (without regard to conflicts of law principles thereof).

G. Application of Alaska Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alaska law.

H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to

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the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alaska law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective this 1st day of July, 2017.

 6/30/17
Signature of Member


Printed Name of Member
VC Enterprises LLC - Sole Member

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ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of VC Enterprises, LLC are as follows:

Norvin Perez
Contribution:
Cash: TBD

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JUL 31 2020



THE STATE

of
ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
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(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

Date Filed: 12/10/2018
State of Alaska, DCCED

FOR DIVISION USE ONLY

Business Corporation 2019 Biennial Report

For the period ending December 31, 2018

Web-12/10/2018 9:03:13 AM

- This report is due on January 02, 2019
- \$100.00 if postmarked before February 02, 2019
- \$137.50 if postmarked on or after February 02, 2019

Entity Name: ForgetMeNot Enterprises, Inc.
Entity Number: 10048969
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent

Name: Jana Weltzin
Physical Address: 3003 MINNESOTA DRIVE , SUITE 201, ANCHORAGE, AK 99503
Mailing Address: 3003 MINNESOTA DRIVE , SUITE 201, ANCHORAGE, AK 99503

Entity Physical Address: 8505 OLD DAIRY ROAD, JUNEAU , AK 99801**Entity Mailing Address:** 10672 KENAI SPUR, HIGHWAY, 112 PMB 908, KENAI, AK 99611

Please include all officials. Check all titles that apply. Must use titles provided. All domestic business corporations must have a president, secretary, treasurer and at least one director. The secretary and the president cannot be the same person unless the president is 100% shareholder. The entity must also list any alien affiliates and those shareholders that hold 5% or more of the issued shares.

Name	Address	% Owned	Titles
VC Enterprises, LLC	10672 KENAI SPUR, HWY, 112 PMB 908, KENAI, AK 99611	100	Director, President, Secretary, Shareholder, Treasurer

Purpose: To operate state and local licensed businesses that retail , manufacture and cultivate crops and any other lawful purpose.

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

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		10000	\$0.01	100
Preferred	N/A	10000	\$0.00	0

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JUL 31 2020

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: Jana D. Weltzin

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JUL 31 2020

Alcohol & Marijuana Control Office

Initiating License Application

7/29/2021 7:43:42 AM

License Number: 13221**License Status:** Active-Operating**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** GREEN VALLEY ENTERPRISES**Business License Number:** 1047533**Designated Licensee:** Norvin Perez**Email Address:** info@forgetmenotak.com**Local Government:** Juneau (City and Borough of)**Local Government 2:****Community Council:****Latitude, Longitude:** 58.214000, -134.342000**Physical Address:** 8505 Old Dairy Road
Suite 2
Juneau, AK 99801
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10048969**Alaska Entity Name:** ForgetMeNot Enterprises, Inc.**Phone Number:** 907-419-0094**Email Address:** info@forgetmenotak.com**Mailing Address:** 8505 Old Dairy Road
Suite 2
Juneau, AK 99801
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Norvin Perez**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-419-0094**Email Address:** agray@forgetmenotak.com**Mailing Address:** 8505 Old Dairy Road
Suite 5
Juneau, AK 99801
UNITED STATES**Entity Official #2****Type:** Entity**Alaska Entity Number:** 10051717**Alaska Entity Name:** VC Enterprises, LLC**Phone Number:** 907-419-0094**Email Address:** agray@forgetmenotak.com**Mailing Address:** 8505 Old Dairy Road
Suite 2
Juneau, AK 99801
UNITED STATES**Note:** No affiliates entered for this license.

Sublease Agreement

This Sublease Agreement (this "***Lease***") is dated as of August 1, 2017, by and between ForgetMeNot Enterprises, Inc, an Alaska Corporation ("***Tenant***"), and Aurora Management, LLC, a Nevada limited liability company domesticated in the State of Alaska ("***Landlord***").

WHEREAS, Landlord wishes to lease a portion of the building located at 8505 Old Dairy Road, Juneau, Alaska 99801, that is legally described on Exhibit A ("***Real Property***"), which leased premises contains approximately 1,600 square feet and is depicted in Exhibit B (the "***Leased Premises***").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, in accordance with this Lease, the Leased Premises, together with rights of ingress and egress pertaining thereto.

Term. The term of this Lease shall be for five (5) years, commencing August 1, 2017 and ending May 31, 2022 (the "***Initial Term***"), unless sooner terminated in accordance with the terms of this Lease. After the Initial Term and any successive additional term, the parties hereto may renew this Lease for a successive five (5) year term (a "***Renewal Term***" and, together with the Initial Term, the "***Term***") if the parties agree to such renewal at least ninety (90) days prior to the end of the then-current Term. If the parties do not agree to renew this Lease at least ninety (90) days prior to the end of the then-current Term, this Lease shall terminate at the conclusion of such Term.

2. Early Termination.

a. By Landlord. Landlord shall have the right upon Landlord's sole election, upon five (5) days prior written notice to Tenant, to terminate this Lease (i) in the event that the owner of the Leased Premises' bank commences an action, or threatens to commence an action against the owner or the Landlord alleging that this Lease, or any operations under the Lease or any sublease, violates the owner's and/or Landlord's contractual obligations pursuant to its obligations under its loan agreements with owner's or Landlord's bank, or (ii) the seizure by any governmental authority seeking forfeiture of the Leased Premises, whether or not a court proceeding has actually commenced. In addition to the indemnification below, Tenant agrees to indemnify and hold harmless Landlord from and against any damages or losses Landlord incurs as a result of an early termination event.

b. By Either Party. At any time during the third year of the Initial Term, either party may terminate this Lease for any reason by providing the other party at least ninety (90) days written notice of such election to terminate this Lease and the effective date for such termination.

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3. Use of the Leased Premises. Tenant shall use and occupy the Leased Premises for operation of a cannabis cultivation facility, a cannabis retail store and a cannabis products manufacturing facility and related marketing services (collectively referred as the "**Business**") and for no other purposes. Tenant shall not occupy nor use all or any part of the Leased Premises nor permit the Leased Premises to be occupied or used for any purpose other than as provided for in this Lease, nor for any illegal purpose (except for matters related to marijuana cultivation, distribution, sales or related conduct, as to which invalidity or illegality shall be determined solely in accordance with Alaska law and local laws, rules and regulations, without regard to federal laws).

4. Rent and Other Sums to be Paid by Tenant.

a. Base Rent.

i. Subject to Section 4.a.i and Sections 4.b through 4.h, during the Initial Term, Tenant shall pay Landlord annual base rent of \$96,000 (the "**Base Rent**"), which shall be payable in twelve (12) equal consecutive monthly installments of \$8,000 on the first day of each month, in advance. Partial months shall be prorated.

ii. Tenant's monthly installments of Base Rent shall be deferred until the Tenant receives the first revenue derived from the sale of any products and/or services sold or rendered, in, about or from the Leased Premises by the Tenant or Tenant's subtenants, licensees or concessionaires ("**Deferral Period**") (provided, that notwithstanding such deferral of Base Rent, all other sums that may become due under this Lease during the Deferral Period shall be payable as provided for in this Lease). Tenant must pay all such deferred Base Rent ("**Deferred Base Rent**") on or before the first day of the calendar quarter immediately following the date of the first received revenue as described above in this Section 4.a.ii (such quarter, the "**Reconciliation Period**"). The deferral of Base Rent is conditioned upon the full performance by the Tenant of all other obligations under this Lease. The parties hereby agree that it will not be an Event of Default under this Lease for Tenant to defer payment of the Base Rent during the Deferral Period, provided that Tenant pays all the Deferred Base Rent during the Reconciliation Period. If Tenant fails to pay Deferral Base Rent in the Reconciliation Period, then failure to pay the Deferred Base Rent during the Deferral Period shall be an Event of Default and Landlord may exercise any and all rights and remedies available to it under this Lease or at law or equity.

b. Gross Retail Sales Payments.

i. In addition to the payment of the Base Rent, during the Initial Term and any Renewal Term, to the extent that Tenant's monthly Gross Retail Sales (as defined below) at the Leased Premises exceed the monthly Base Rent payable under this Lease (the amount of such excess, the "**Excess Amount**"), Tenant shall pay to Landlord an amount equal to 30% of such Excess Amount (the "**Gross Sales Payment**"). By way of example, if the Tenant's Gross Sales for January are \$50,000 and Base Rent for January is \$8,000, the Gross Sales Payment for January is \$12,600(30% of the \$42,000 Excess Amount).

ii. Tenant shall submit to Landlord on or before ten (10) days following the completion of each calendar quarter (a) a written statement certified by the Tenant

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to be true and correct showing in reasonable and accurate detail the amount of gross receipts for the preceding calendar quarter; (b) a copy of Tenant's sales tax return filed with the Alaska Department Revenue for such quarter; and (c) an audit report prepared and signed by Tenant's accountant or chief financial officer. Such quarterly statements shall be accompanied by a payment of the Gross Sales Payment, if any, due for such quarter. Landlord will keep confidential all such statements and tax returns.

iii. Tenant shall keep upon the Leased Premises, or at its primary office, books and records in accordance with the generally accepted accounting principles, in which shall be recorded Gross Sales. The books and records of accounts shall also include all federal, state and local tax returns of the Tenant relating to Tenant's sales at the Leased Premises. Such books and records shall be open to the inspection of the Landlord or its authorized agents at all reasonable times during business hours, at any time during the Term and for a period of at least one (1) year after the termination of this Lease. If Landlord audits Tenant's records and any such audit shows that the amount of Gross Sales on Tenant's statements to the Landlord were understated by more than one percent (1%), Tenant, in addition to paying the Gross Sales Payment due for such understatement together with interest at 18% per annum, shall pay to the Landlord the cost of the audit, including, but not limited to, any accounting and/or attorney fees and any related fees.

iv. "**Gross Retail Sales**" means the amount of sales of all products and services sold or rendered, in, about or from the Retail Portion of the Leased Premises by the Tenant or Tenant's subtenant, licensees or concessionaires, whether for cash or any charge, credit or times basis, without reserve for deduction for inability or failure to collect, including, but not limited to, such sales and services: (A) where orders originates at or are accepted by Tenant at the Leased Premises, but delivery thereof is made from or at a place other than the Leased Premises.

c. Additional Rent Based Upon Reimbursement to Landlord. If Tenant fails to comply with or to perform any of the terms, conditions and covenants of this Lease, Landlord may carry out and perform such terms, conditions and covenants, at the expense of Tenant, which expense shall be payable by Tenant, as additional rent, upon the demand of Landlord, together with 5% interest, which interest shall accrue from the date of Landlord's demand.

d. Additional Rent Based Upon Late Payment. If Tenant defaults, for more than five (5) days in the payment of any monthly installment of Base Rent, additional rent or any of the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant shall pay Landlord, as additional rent, a late charge of 5% of the rent or expense.

e. Additional Rent Based Upon Landlord's Legal Expenses in Enforcing Lease. As additional rent, Tenant shall pay Landlord all reasonable attorneys' fees that may be incurred by Landlord in enforcing Landlord's rights under this Lease; provided, however, that if Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then in such case

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Tenant shall not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.

f. Additional Rent Based Upon Taxes. If at any time during the Term a tax or charge shall be imposed by the state of Alaska or the Borough or municipality in which the Leased Premises is located, pursuant to any future law, which tax or charge shall be based upon the rent due or paid by Tenant to Landlord, then Tenant shall pay Landlord, as additional rent, such tax or charge. The foregoing shall not require payment by Tenant of any income taxes assessed against Landlord or of any capital levy, franchise, estate, succession, inheritance or transfer tax due from Landlord.

g. Taxes. Tenant shall be solely responsible for all taxes and assessments arising out of the operation of the Leased Premises during the Term (including any holdover), including real property taxes assessed against the Leased Premises (but excluding Landlord's income taxes). Each year, Landlord shall invoice Tenant upon receipt of a property tax bill for the Leased Premises, and such amount shall be paid along with the rent payment next due. Landlord shall ensure for the timely payment directly to the governmental authority of all taxes payable during the Term. The property taxes for the last year to commence during the Term shall be prorated on the basis of the number of days in such year elapsing during the Term and Landlord shall refund any overpayment to Tenant within fifteen (15) days of expiration or earlier termination of the Term.

h. Holdover.

i. Tenant agrees that if for any reason Tenant or any subtenant of Tenant fails to vacate and surrender possession of the Leased Premises or any part thereof on or before the expiration or earlier termination of this Lease, then Tenant's continued possession of the Leased Premises shall be as a month-to-month tenancy, during which time, without prejudice and in addition to any other rights and remedies Landlord may have hereunder or at law, Tenant shall (i) pay to Landlord an amount equal to 50% of the rent amount specified in Section 4.a in addition to the regularly recurring rent payable hereunder prior to such termination; and (ii) comply with all other provisions of this Lease. The month-to-month tenancy may be terminated by Landlord at the end of any month upon thirty (30) day's prior written notice.

i. Payment Method and Location. All payments due and payable to Landlord hereunder shall be mailed or delivered directly by hand to the Landlord at 8505 Old Dairy Road, Juneau, Alaska 99801 or any other address given to Tenant during the Term. All payments by Tenant under this Lease shall be paid in cash or such other method agreed by the parties.

5. Condition, Repair and Maintenance of the Leased Premises.

a. Tenant Obligations.

i. Triple Net Lease. The parties agree and acknowledge that this Lease is intended as a "triple net lease" and that Tenant accordingly will have all such obligations commonly attributable to such lease.

ii. No Damage to Walls. Tenant shall not damage any wall or disturb the integrity and support provided by any wall and shall, at its own expense, promptly repair and replace any damage or injury to any wall caused by Tenant or any Tenant Representative. “*Tenant Representative*” means any partner, owner, manager, contractor, employee, agent, licensee, assignee, sublessee, customer, client or invitee of Tenant.

iii. Cleaning. Cleaning of the Leased Premises and the restrooms situated on the second floor of the Real Property shall be the sole responsibility of the Tenant. Tenant shall keep the Leased Premises and the restrooms clean and sanitary at all times and remove all rubbish, garbage and other waste in a clean, tidy and sanitary manner. In the event that the Tenant fails to keep the restrooms clean, Landlord reserves the right to clean the restrooms and recover a twenty five dollar (\$25) per hour cleaning charge from the Tenant as additional rent. At the expiration or termination of this Lease, Tenant shall deliver the Leased Premises to the Landlord in good order and repair, subject to ordinary wear and tear, and all disposal and clean-up shall be in accordance with all federal, state and local laws, rules and regulations.

iv. Services and Utilities. Tenant shall, at Tenant’s own expense, arrange and pay directly for separately metered utility services for the Leased Premises, including, but not limited to, refuse, electricity, water, sewer, standby water for sprinkler, gas, telephone and all other utilities and other communication services, in its own name, effective as of the commencement of this Lease, and shall pay the cost directly to the applicable utility, including any fine, penalty, interest or cost that may be added thereto for non-payment thereof. Notwithstanding the foregoing, commencing August 1, 2017 until such time as the separately metered utilities are installed on the Leased Premises, which shall be no later than sixty (60) days from the Leases commencement date, Tenant shall pay \$[1000 .00], per month as additional rent, which amount represents a proportionate share of all utilities to the Real Property; provided, however, that such utilities are customary and ordinary utilities and usage is reasonable for a general business.

v. Material Changes.

1. With respect to alterations, additions or improvements to the Leased Premises that are to be made to comply with any applicable Laws (as defined below), or any alteration, addition or improvement that would cost at least \$1,000 (collectively, “*Material Changes*”), Tenant may make such Material Changes, only with the prior written consent of Landlord; provided, further, that Tenant shall not make any physical change, alteration or modification of the Leased Premises without complying with applicable state and local marijuana laws, rules and regulations. Tenant shall provide Landlord with prior written notice of its intent to make any Material Changes together with plans and specifications for the same. Tenant is solely responsible for the cost of any Material Changes. Tenant shall pay any contractors or other third parties that make any Material Changes.

2. All Material Changes consented to by Landlord shall be performed by Tenant in a good, workmanlike and lien free manner, in compliance with all Laws. Tenant shall not permit any liens to be filed against Landlord’s property as a result of such alterations, improvements and additions and Tenant shall indemnify and hold harmless Landlord

against any claims, loss liability, damages, judgments and costs, including attorney's fees and litigation expenses, resulting from such work. Landlord may, at its sole option, exercisable by written notice to Tenant within ten (10) days after Tenant submits plans and specifications to Landlord for any Material Changes, elect to require Tenant to remove, at Tenant's expense, all Material Changes upon the expiration or earlier termination of the Term and restore the Leased Premises to the condition they were in at the time the Leased Premises were delivered to Tenant. Any Material Changes not required by Landlord to be removed by Tenant shall, upon such expiration or earlier termination, be and become the property of Landlord.

3. Material Changes do not include movable partitions and the like and Tenant's trade fixtures that are removable without material damage to the Leased Premises, even though affixed in such a manner as, under the laws wherein the Leased Premises is located, might be considered to be a fixture and part of the real estate. Tenant shall, at the termination of this Lease, remove all such movable partitions, machinery, equipment and trade fixtures and other personal property that are owned by Tenant at the time of termination of this Lease. In all cases, Tenant shall repair any damage to the Leased Premises occasioned by such removal and shall restore the Leased Premises to the condition they were in at the time the Leased Premises were delivered to Tenant, such restoration to be completed on or before the expiration or earlier termination of this Lease, at Tenant's own expense.

vi. Cosmetic Improvements.

1. If Tenant wish to make any alterations, additions or improvements that are not required pursuant to any Laws or that cost less than \$1,000 (collectively, "*Cosmetic Improvements*"), Tenant may make such Cosmetic Improvements without the Landlord's prior written consent; provided, however, that Tenant shall not make any physical change, alteration or modification of the Leased Premises without complying with applicable state and local marijuana laws, rules and regulations. Tenant shall provide Landlord with prior written notice of its intent to make any Cosmetic Improvements, together with plans and specifications for the same. Tenant shall be solely responsible for the cost of any Cosmetic Improvements. Tenant shall pay any contractors or other third parties that make any Material Changes.

2. All Cosmetic Improvements shall be performed by Tenant in a good, workmanlike and lien-free manner, in compliance with all Laws, if any. Tenant shall not permit any liens to be filed against Landlord's property as a result of such alterations, improvements and additions and Tenant shall indemnify and hold harmless Landlord against any claims, loss liability, damages, judgments and costs, including attorney's fees and litigation expenses, resulting from such work. Landlord may, at its sole option, exercisable by written notice to Tenant within ten (10) days after Tenant submits plans and specifications to Landlord for any Cosmetic Improvements, elect to require Tenant to remove, at Tenant's expense, all Cosmetic Improvements upon the expiration or earlier termination of the Term and restore the Leased Premises to the condition they were in at the time the Leased Premises were delivered to Tenant. Any Cosmetic Improvements not required by Landlord to be removed by Tenant shall, upon such expiration or earlier termination, be and become the property of Landlord.

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3. Cosmetic Improvements do not include movable partitions and the like and Tenant's trade fixtures that are removable without material damage to the Leased Premises, even though affixed in such a manner as, under the laws wherein the Leased Premises is located, might be considered to be a fixture and part of the real estate.

6. Laws, Permits and Governmental Regulations.

a. Expenses. Tenant shall promptly and punctually pay all charges and expenses incurred in connection with its use of the Leased Premises by any governmental agency by reason of its use and occupancy of the Leased Premises or the operation of its Business therein or thereon. If Tenant does not pay any such charge or expense which might become a lien against the Leased Premises, Landlord may pay the same and any amount so paid shall be due and payable to the Landlord with the next rental payment due under this Lease.

b. Permits. Tenant is solely responsible for all permits, licenses and zoning approvals related to the Business.

c. Covenant to Comply with Laws. Tenant shall, at Tenant's own expense, comply with all applicable federal, state, county and municipal laws, statutes, ordinances, codes, rules, regulations and requirements (except for matters related to marijuana cultivation, distribution, sales or related conduct, as to which invalidity or illegality shall be determined solely in accordance with Alaska law and local laws, rules and regulations, without regard to federal laws) (collectively, the "Laws") that are applicable by reason of Tenant's use of, and operations at, the Leased Premises or operation of its Business. Tenant shall timely report to applicable state and local licensing authorities, each transfer or change of financial interest in the Required Permits (as defined below) in accordance with applicable state and local marijuana laws, rules and regulations. Tenant shall take any and all commercially reasonable steps necessary or advisable for Tenant to retain any marijuana licenses issued under applicable state and local marijuana laws, rules and regulations, including steps related to any license applications, license renewal applications, criminal history record checks, financial interest disclosure or any other ongoing or periodic reporting, recordkeeping or disclosure requirements under applicable state and local marijuana laws, rules and regulations, and all acts necessary or advisable for Tenant to timely renew the Required Permits with applicable state and local licensing authorities. Tenant shall not take any action that would result in the revocation, non-renewal or suspension of the Required Permits.

d. Hazardous Substances. Tenant shall not use the Lease Premises in violation of any Environmental Laws for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include, without limitation, all hazardous or toxic substances, materials or waste as defined by or listed under Environmental Laws, and also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. "Environmental Laws" mean any and all state, federal and local statutes, regulation

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and ordinance relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq. ("CERCLA"); the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, as mentioned, 42 U.S.C. §6901, et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. §2601, et seq. or other applicable state or federal laws, rules or regulation adopted pursuant thereto. Tenant shall indemnify, defend and hold Landlord, its affiliates, directors, officers, employees, contractors, agents, successors and assigns harmless from and against any claims or liability (including attorney's fees and actual litigation costs) directly or indirectly arising out or connected with (i) the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of Hazardous Substances on, under or about the Leased Premises (or off the Leased Premises which affects Landlord or the Leased Premises) caused by or attributable to Tenant prior to or during the term of this Lease, or (ii) a breach by Tenant of any representation, warranty, covenant or agreement contained in this Lease, which terms shall survive the expiration or earlier termination of this Lease. This indemnity shall cover, without limitation, (i) all foreseeable consequential damages caused by or attributable to Tenant, and (ii) the costs of any required or necessary repairs, cleanup, remediation or detoxification of the Premises caused by or attributable to Tenant.

e. Representations and Warranties. Tenant hereby represents and warrants to Landlord as follows:

i. Tenant (A) is a limited liability company duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization; (B) has all requisite company power and authority to own its properties and to carry on its Business as proposed to be conducted, and to enter into this Lease and to perform its obligations hereunder; (C) is solely owned by natural persons who are in compliance with all applicable state and local marijuana laws, rules and regulations, without regard to federal laws; and (D) is in compliance with all Laws, including state and local marijuana laws. The person signing this Lease on behalf of the Tenant has been duly authorized by the Tenant to execute and deliver this Lease on behalf of the Tenant. The execution, delivery and performance of this Lease will not violate the Tenant's articles of organization, operating agreement or any other agreement to which the Tenant is a party. Except for consents, approvals and exemptions previously obtained (copies of which have been delivered to the Landlord), no approval of or exemption by any third party is required in connection with the Tenant's execution, delivery and performance of this Lease. To the Tenant's knowledge, the Tenant is not in default (beyond any applicable grace period) in the performance of any agreement, order, writ, injunction, decree or demand to which it is a party or by which it is bound. Tenant's execution, delivery and performance of this Lease will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, an event that results in the creation of any lien, charge or encumbrance upon any assets of Tenant or the suspension, revocation, forfeiture or non-renewal of any material permit or license applicable to Tenant, including any Required Permits.

ii. The Tenant shall obtain all permits, licenses and governmental authorizations required to operate its Business on or before August 1, 2017, in accordance with all Laws, and has all applicable marijuana licenses required under applicable state and local

marijuana laws, rules and regulations (collectively, the “**Required Permits**”). The Tenant shall not bring any cannabis products or unauthorized materials or equipment onto the Leased Premises until such time as the Required Permits have been obtained. The Tenant has not received any notice of violation, revocation, non-renewal or suspension of any Required Permit, and no Required Permit has been suspended or revoked. In the event that the Tenant has not obtained all of the Required Permits by August 1, 2017, this Lease shall become null and void, unless prior to August 1, 2017 the Landlord, in its sole discretion, agrees to amend the deadline for the Required Permits to a later date.

iii. There are no actions, suits or proceedings pending or, to the knowledge of the Tenant, threatened against or affecting the Tenant that, if determined adversely to the Borrower, would have a material adverse effect on the Tenant’s Business. Tenant is not in violation of any Laws where such violation could reasonably be expected to impose a material liability on the Tenant. None of the Tenant or its owners has been convicted of a felony or other offense involving moral turpitude and each of the Tenant and its beneficial owners is in compliance with the “good moral character” and residency requirements under applicable state and local marijuana laws, rules and regulations, without regard to federal laws.

7. Insurance. Tenant shall carry and maintain the following insurance (“Tenant’s Insurance”), at its sole cost and expense: (a) comprehensive commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including \$100,000 fire legal liability for bodily injury (including death and property damage); (b) workers’ compensation insurance as required by the law of the jurisdiction where the Leased Premises are located; (c) property insurance under an all risk or special basis to include fire and extended coverage (but excluding earthquake and flood) providing coverage for the full replacement value of the Leased Premises; and (d) property insurance upon the Leased Premises and personal property owned by Tenant (“Tenant’s Property”) with coverage for perils. All commercial general liability and property insurance policies shall name Tenant as a named insured and Landlord as additional named insureds. All policies of Tenant’s Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days’ advance written notice of any cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant’s Insurance on the Effective Date, and upon renewals at least fifteen (15) days after the scheduled expiration of the insurance coverage.

Notwithstanding anything to the contrary in this Lease, Landlord and Tenant shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents and employees for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant’s Property, the Leased Premises, any additions or improvements to the Leased Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord and its agents, employees or contractors or the negligence of Tenant, or its agents, employees or contractors which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

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8. Condemnation. If the Leased Premises, or any part thereof, is taken by eminent domain, at Landlord's option, this Lease (a) shall expire on the date when the Leased Premises shall be so taken, and the rent shall be apportioned as of that date, or (b) shall continue in full force and effect with an abatement in rent commensurate with the reduction of square footage of the Leased Premises. No part of any award shall belong to Tenant.

9. Destruction. If the Leased Premises are totally or partially destroyed during the term of this Lease, then Landlord may elect to either terminate this Lease or restore the destroyed premises. If Landlord elects to restore the premises, the Lease shall not be terminated and Tenant shall continue paying rent adjusted downward by a percentage equal to the percentage of square feet of the Leased Premises rendered unusable by destruction. Upon completion of restoration, the rent shall be calculated again as if there were not destruction.

10. Assignment and Subletting. Any assignment of this Lease or sublease of all or any part of the Leased Premises shall be prohibited, constitute a default of this Lease and shall be deemed void unless the Landlord consents in writing to such assignment or sublease, such consent not to be unreasonably withheld. Landlord may grant, condition or withhold approval for any reason or no reason. If this Lease is assigned by Tenant, or the Leased Premises are encumbered, then Landlord may, in the event of a default of this Lease, collect rent from the assignee, subtenant or occupant, and apply the amount collected to the rent owed under Section 4. No assignment, subletting, occupancy or collection shall be deemed a waiver by Landlord of the provisions of this Lease, the acceptance by Landlord of the assignee, subtenant or occupant as a tenant, or a release by Landlord of the Tenant from the further performance by Tenant of its obligations under this Lease. The consent by Landlord to any assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express written consent of Landlord to any further assignment or subletting.

11. Landlord's Right to Inspect and Repair. Subject to any applicable state or local marijuana laws, Landlord or Landlord's agents, employees or representatives, may enter into and upon all or any part of the Leased Premises during the Term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Leased Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so. Subject to any applicable state or local marijuana laws, Landlord or Landlord's agents, employees or representatives shall have the right to enter the Leased Premises at all times, regardless of business hours, in the event of emergency. Tenant shall, at all times, keep Landlord informed of all security protocols, access codes, and keys needed to access the Premises. The Tenant shall not change any protocols, access codes or keys without the consent of the Landlord. Making changes to protocols, access codes or keys without the consent of the landlord will constitute a breach of this agreement. The Tenant agrees that the Landlord will have the right to use any means available to enter the Premises should any changes be made to the protocols, access codes or keys without Landlord consent. This section shall not be deemed nor construed to create an obligation on the part of Landlord to make any inspection of the Leased Premises or to make any repairs, alterations, additions or improvements to the Leased Premises for its safety or preservation. Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

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12. Landlord's Right to Exhibit Premises. Landlord or Landlord's agents, employees or representatives shall have the right to show the Leased Premises during the term. Landlord or Landlord's agents, employees or other representatives shall have the right to place notices on any part of the Leased Premises offering the Leased Premises for lease at any time during the Term offering the Leased Premises for sale, and Tenant shall permit the signs to remain without hindrance or disturbance. During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.

13. Signs and Parking. Tenant shall not cause any signs to be placed at the Leased Premises, except of a design and structure and at such places as Landlord shall consent to, in writing, prior to installation. If Landlord or Landlord's agents, employees or other representatives wish to remove any such signs in order to make any repairs, alterations, additions or improvements to the Leased Premises, such signs may be removed, but shall be replaced, at Tenant's expense, when the repairs, additions, alterations or improvements shall be completed; however, such provision shall not create an obligation on the part of Landlord to make any repairs, alterations, additions or improvements to the Leased Premises. All signs of Tenant at the Leased Premises shall conform with all municipal ordinances or other laws and regulations applicable to such signs. Tenant will have the right to use up to three "first come, first serve" parking spaces located adjacent to the Leased Premises during Tenant's normal operating hours. Tenant's failure to comply with the parking requirements set forth in this Lease shall be considered an Event of Default pursuant to Section 18 of this Lease.

14. Landlord not Liable. Landlord shall not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord. Tenant agrees that Landlord shall not be liable for, and is hereby released from any responsibility for, any damage to person or property (or resulting from the loss of use thereof) that is sustained by Tenant or any Tenant Representative, including any such damage caused by any active or passive act, omission or neglect of Landlord or by any act or omission for which liability without fault or strict liability may be imposed.

15. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, as the case may be, Landlord or Tenant shall not be liable or responsible for, and shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to as an "**Unavoidable Delay**"). Landlord and Tenant shall use reasonable efforts to notify the other party not later than ten (10) business days

after such party knows of the occurrence of an Unavoidable Delay; provided, however, that such party's failure to notify the other of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to such party under this Lease. In no event shall any party's financial condition or inability to fund or obtain financing constitute an Unavoidable Delay with respect to such party.

16. Indemnification and Waiver of Liability. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, damages, costs, attorneys' fees, expenses and liabilities arising in connection with (a) Tenant's use of the Leased Premises; (b) any activity carried out in or about the Leased Premises or related to the Business by Tenant or any Tenant Representative or invitees of Tenant; (c) any breach or default in performance of any obligation by or of Tenant or any Tenant Representative; and (d) any violation by Tenant or its Affiliates of any Laws, including revocation, suspension or termination of any Required Permits. Tenant, as a material part of the consideration to Landlord under this Lease, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause other than the negligence of Landlord, and Tenant hereby waive all claims with respect thereof against Landlord. Tenant may, at its sole cost and expense, protect and defend against any such government action which threatens its normal Business activity. Tenant hereby agrees that this lease is fully binding and Tenant has investigated any and all possibilities of conducting Business at said location, and will honor any and all lease payments during the Term and any extension thereof. Tenant shall hold harmless Landlord from any litigation, liabilities, claims and/or disputes of any kind whatsoever upon acceptance of this Lease, during the Term and any extension thereof.

17. Subordination; Attornment. This Lease is subject and subordinate to any deed of trust, mortgage, lien, encumbrance, lease, financing, loans, other arrangements or right to possession (collectively, the "*Encumbrances*") with regards to the building or land on or in which the Leased Premises is situated, that Landlord is obligated to, now or in the future, including existing and future Encumbrances on the building and land on or in which the Leased Premises is situated. Although no instruments or act on the part of Tenant are necessary to effectuate such subordination, Tenant shall nevertheless execute and deliver such further instruments that the Landlord may request from time to time to further evidence such subordination to all such Encumbrances. In the event any proceedings are brought for foreclosure or the exercise of any power of sale under a deed of trust or mortgage covering the Leased Premises, Tenant shall attorn to the purchaser upon any such sale or foreclosure and recognize such purchaser as Landlord under this Lease. In the event of any sale of the Leased Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under this Lease arising out of any act, occurrence, or omission occurring after the consummation of such sale.

18. Default by Tenant and Landlord's Remedies.

a. Event of Default. If any one or more of the following events occurs and is continuing beyond the period set forth in any default notice provided to be given, an "*Event of Default*" shall have occurred under this Lease: (i) Tenant fails to pay any installment of fixed annual rent, additional rent or other sums due from Tenant to Landlord within five (5) calendar

days of the applicable due date; (ii) Tenant breaches any provision of this Lease and such failure in compliance shall continue for fourteen (14) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within fourteen (14) days, Tenant has not in good faith commenced within such fourteen (14) day period to remedy such failure and continued diligently to prosecute the same to completion; (iii) Tenant vacates or abandons the Leased Premises, or (iv) Tenant is adjudged insolvent or makes and assignment for the benefit of creditors, or if a receiver or other liquidating officer of Tenant is appointed, or a petition for relief is filed by or against Tenant in bankruptcy, or other dissolution or insolvency proceedings are commenced by or against the Tenant. (vi) Tenant violates Parking terms as described in Section 14 of this agreement.

b. Right to Terminate Lease and Re-Enter. If an Event of Default occurs, then Landlord may, in addition to any other remedy available to Landlord under this Lease or by law, at Landlord's option to immediately enter and take possession of the Leased Premises and declare this Lease terminated and Tenant shall quit and surrender possession of the Leased Premises, but Tenant shall remain liable to Landlord as hereinafter provided, and upon Tenant's failure to surrender of possession. Landlord may recover from Tenant such damages attributable to Tenant's default from the date of such breach to the date of the expiration of the term hereof. Landlord may re-enter the Leased Premises by summary proceeding or otherwise free from any interest of Tenant therein. If any Event of Default, or Tenant bankruptcy, insolvency or assignment for the benefit of creditors occurs, Landlord may declare the balance of rental for the entire remaining term of this Lease at once due and payable by delivering written notice of such declaration to Tenant. If Tenant defaults on any of its obligations hereunder other than for the payment of rent, Landlord may cure such default on behalf of the Tenant, in which case Tenant shall immediately reimburse Landlord for all sums paid to effect such cure, together with interest at the rate of 18% per annum and reasonable attorney's fees, as additional rent hereunder. In order to collect such reimbursement, Landlord shall have all the remedies available under this Lease for a default in the payment of rent.

c. Landlord's Right to Restore and Re-Let, and Tenant's Liability for Expenses. If Landlord obtains possession by re-entry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord may, without obligation, make renovations, alterations and repairs to the Leased Premises required to restore them to the same condition during the Term, and to re-let the Leased Premises or any part thereof for a term or terms that may be less or more than the full Term of this Lease had Landlord not re-entered and re-possessed or terminated this Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under this Lease. Any of the foregoing action taken or not taken by Landlord shall be without waiving any rights that Landlord may otherwise have under law or in accordance with this Lease. Tenant shall pay and indemnify Landlord against all legal and other expenses reasonably incurred by Landlord, including attorney's fees and the costs of litigation, in terminating this Lease by reason of an Event of Default, in obtaining possession of the Leased Premises, in making all alterations, renovations and repairs and in paying the usual and ordinary commissions for re-letting the same.

d. Liability of Tenant after Re-Entry and Possession or Termination.

i. Survival of Obligations. If any Event of Default occurs (whether or not this Lease is terminated as a result of an Event of Default), Tenant shall remain liable to Landlord for all fixed annual rent and additional rent herein reserved (including, but not limited to, the expenses to be paid by Tenant in accordance with this Lease); less the net amount of rent, if any, that shall be collected and received by Landlord from the Leased Premises, for and during the remainder of the Term. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Leased Premises or any part thereof for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable. Landlord shall have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs other than rent or damages; (ii) to the payment of any cost of re-letting, including, without limitation, brokerage fees prorated over the life of the term of the re-letting and applicable to the remainder of the Term; (iii) to the payment of any cost of altering or repairing the Leased Premises; (iv) to the payment of fixed annual rent and additional rent or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, shall be held by landlord and applied for the payment of future fixed annual rent and additional rent or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this paragraph, and Tenant expressly agrees that any such suit shall not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re-entry" and "re-enter," as used herein, shall not be construed as limited to their strict legal meaning.

ii. Rights on Termination. If Landlord terminates this Lease by reason of an Event of Default, then Landlord shall thereupon have the right, without the obligation, as an alternative to suing Tenant periodically, pursuant to the provisions of subparagraph i above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of fixed annual rent and additional rent reserved herein for the remainder of the term over the then reasonable rental value of the Leased Premises for the same period. Landlord shall not, by any re-entry or other act, be deemed to have terminated this Lease, unless Landlord shall notify Tenant in writing that Landlord has elected to terminate the same.

e. Right to Injunction. In the event of a breach or threatened breach by Tenant of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

19. Tenant's Trade Fixtures and Removal. Any trade equipment, trade fixtures, goods or other property of Tenant shall be removed by Tenant on or before the earlier of expiration of the Term or upon termination of this Lease. Any trade equipment, trade fixtures, goods or other property of Tenant not removed by Tenant on the earlier of expiration of the Term or upon termination of this Lease, or upon any deserting, vacating or abandonment of the Leased

Premises by Tenant, or upon Tenant's eviction, shall, at Landlord's discretion, be considered as abandoned and Landlord shall have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord will not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.

20. Limitations on Landlord's Liability. The liability of Landlord to Tenant (or any Tenant Representative) under this Lease or any matter relating to or arising out of the occupancy or use of the Leased Premises shall be limited to Tenant's actual direct, but not consequential, damages therefor. Notwithstanding any contrary provision herein, Landlord shall not be liable for any injury or damage to, or interference with, Tenant's Business, including loss of profits, loss of rents or other revenues, loss of Business opportunity, loss of goodwill or loss of use, or for any form of special or consequential damage, in each case however occurring. No person who is an officer, director, shareholder, member (or principal or partner or other constituent person or entity of any non-corporate Landlord), employee, agent or legal representative of Landlord shall be personally liable for any obligations or liabilities of Landlord under this Lease.

21. Security Deposit. Upon execution and delivery of this Lease, Tenant shall deposit the sum of \$10,000 with Landlord, as security for the full and faithful performance by Tenant of all of the provisions of this Lease on Tenant's part to be performed, which sum shall be returned to Tenant following the expiration of the Term, as applicable, provided there shall not then be an Event of Default or an event that with the giving of notice or the lapse of time, or both, shall constitute an Event of Default. Landlord shall have the right (but not the obligation) to apply any part of the deposit to cure an Event of Default of Tenant, and if Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount applied, so that Landlord shall have the full deposit on hand at all times; provided, however, that if Tenant complies with all the terms, provisions, covenants and conditions for the first two (2) years of this Lease, then Landlord shall return the security deposit to Tenant together with percent simple interest on the deposit. If Landlord shall sell the Leased Premises, Landlord shall have the right to transfer the security to the new landlord, and upon so doing Landlord shall be released by Tenant from all liability for the return of the security and Tenant shall look solely to the new landlord for the return of the security, and this shall apply to every transfer made of the security to a new landlord. The security deposited by Tenant under this Lease shall not be mortgaged, assigned or encumbered by Tenant.

22. Right of First Offer. During the Term, if the owner of the Real Property or the Landlord receives a bona fide written offer from an unrelated party in an arms-length, non-foreclosure related transaction to purchase the Real Property (a "**Proposed Sale**"), and the terms of such Proposed Sale are satisfactory to the owner of the Real Property and the Landlord, Landlord shall give written notice to Tenant describing the material terms of such Proposed Sale (the "**Proposed Sale Notice**"). If Tenant wishes to purchase the Real Property on the terms contained in the Proposed Sale Notice, then Tenant shall deliver to Landlord written notice of such intention (an "**ROFO Acceptance Notice**"). Tenant must deliver a ROFO Acceptance Notice and execute definitive deal documents to consummate the Proposed Sale within thirty (30) days after Tenant's receipt of the Proposed Sale Notice. If Tenant does not return a ROFO Acceptance notice and execute definitive deal documents to consummate the Proposed Sale within thirty (30) days after Tenant's receipt of the Proposed Sale Notice, or if Tenant

affirmatively declines in writing the option to exercise its right under this section, then Tenant's right under this section automatically will terminate and the owner of the Real Property may sell the Leased Premises to the third party offeror who made the Proposed Sale offer.

23. Notices. All notices, payments, demands or communications required or permitted to be given by any provision of this Lease shall be in writing and shall be deemed to be delivered, given and received for all purposes (a) as of the date and time of actual receipt, in the case of notices delivered personally; (b) one (1) day after deposit with a nationally recognized overnight delivery service; (c) if sent by electronic mail, upon confirmed receipt by recipient; or (d) five (5) days after deposit in registered or certified United States mail, return receipt requested, as applicable. Such notices, payments, demands or communications shall be delivered personally to the recipient, or sent by registered or certified United States mail, return receipt requested, or by nationally recognized overnight delivery service, addressed to such address on the signature page hereto or as may be specified from time to time by notice to the parties hereto.

24. Tenant's Right to Quiet Enjoyment. Upon paying the rents and other sums required of Tenant under this Lease and faithfully and fully performing the terms, conditions and covenants of this Lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the Term.

25. Miscellaneous.

a. Non-Waiver by Landlord. The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, shall not act as a waiver or a relinquishment, at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

b. Entire Agreement. This Lease constitutes the entire agreement and understanding among Landlord and Tenant with respect to the lease of the Leased Premises and the other transactions contemplated by this Lease. All prior representations, understandings and agreements between the parties with respect to the subject matter hereof and thereof are superseded by this Lease.

c. Choice of Law. This Lease shall be construed and interpreted in accordance with the laws of Alaska, without regard to the conflict of any laws or provisions thereof, as though all acts and omissions related to this Lease occurred in Alaska.

d. Disputes. In the event of any dispute, claim, question or disagreement arising from or relating to this Lease, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions or differences shall be finally settled by arbitration administered in accordance with the

Commercial Arbitration Rules of the American Arbitration Association. Any arbitration related to this Agreement shall be conducted, by a single arbitrator. The method of selecting the arbitrator shall be as follows: The parties shall, within ten (10) days of the notice of arbitration, agree on a neutral arbitrator, failing which the arbitrator shall be selected by the American Arbitration Association. The arbitrator shall have experience in commercial. The parties agree that in any arbitration brought by one party against the other the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees to the fullest extent allowed by law.

e. Captions. The captions of the paragraphs in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

f. Counterparts. This Agreement may be executed in counterparts, including by electronic signature or scanned copies of original signature pages, each of which shall be considered an original.

g. Surrender. Neither the acceptance of keys to the Leased Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord shall be deemed to be an acceptance of a surrender of the Leased Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Leased Premises.

h. Binding Effect. This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

i. Landlord Defined. "Landlord" in this Lease means and includes only the owner at the time in question of the Leased Premises and, in the event of the sale or transfer of the Leased Premises, Landlord shall be released and discharged from the provisions of this Lease thereafter accruing, but such provisions shall be binding upon each new owner of the Leased Premises while such party is an owner.

j. Severability. Each provision of this Lease is considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under federal law or applicable state law (except for matters related to marijuana cultivation, distribution, sales or related conduct, including ownership in businesses engaged in such conduct, as to which invalidity or illegality shall be determined solely in accordance with applicable state and local marijuana laws, rules and regulations, without regard to federal laws or the laws of any other state), such invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal. The parties agree that if this Lease or any provision hereof is declared invalid or impermissible by applicable state and local marijuana regulatory authorities, the parties shall negotiate in good faith to reach an agreement, as near as practicable, to otherwise satisfy the original intents and purposes of this Agreement as expressed herein. The parties agree that this Lease is not intended to grant the Landlord a "direct or indirect financial interest" in the Tenant's Business, as such term is used under applicable state and local marijuana laws, rules and regulations. If any of the Landlord's rights or obligations under this Lease is deemed by the applicable state and local marijuana regulatory authorities to constitute a "direct or indirect financial interest," as such term is used under applicable state and local marijuana laws, rules and regulations, the Landlord and

Tenant agree to amend such provision so that the Landlord does not have a “direct or indirect financial interest” in the Tenant’s Business.

[Signature Page to Follow]

The undersigned have caused this Lease to be executed and delivered, effective as of the date and year first above written.

LANDLORD:

Aurora Management, LLC

By: *M - P*

Name: *Norvin Perez*

Title: Manager

Address: 8505 Old Dairy Road, Juneau, AK 99801

TENANT:

Forgetmenot, Inc

By: *M - P*

Name: *Norvin Perez*

Title: President

Address: 10762 Kenai Spur Highway 112

PMB 908 Kenai, AK 99611

Exhibit A

Legal Description of the Real Property

Lot 23A, a resubdivision of Lots 23 and 24, Field Meadows Subdivision and Tract 1, U.S.S. No. 1195 into Lots 23A, Field Meadows Subdivision and Tract IA, U.S.S. No. 1195, according to Plat 85-64, Records of the Juneau Recording District, First Judicial District, State of Alaska.

The real property, including the building containing approximately 14,518 square feet, is commonly known as 8505 Old Dairy Road, Juneau, 99801.

Exhibit B
Depiction of Leased Premises
Attached

Master Lease Agreement

This Master Lease Agreement (this “*Lease*”) is dated as of July 1 2017, by and between Aurora Management, LLC, a Nevada limited liability company domesticated in the State of Alaska (“*Tenant*”), and Juneau Rental Space, LLC, an Alaska limited liability company (“*Landlord*”).

WHEREAS, Landlord owns the real property located at 8505 Old Dairy Road, Juneau, Alaska 99801 that is legally described on the attached Exhibit A (the “*Leased Premises*”) and the parties intend that Landlord lease the entire Leased Premises to Tenant in accordance with this Lease.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, in accordance with this Lease, the entire Leased Premises, together with all rights of ingress and egress pertaining thereto, subject to the terms and conditions contained in this Lease.

2. Term. The term of this Lease shall be for five (5) years, commencing May 8, 2017 and ending April 30, 2022 (the “*Initial Term*”), unless sooner terminated in accordance with the terms of this Lease. After the Initial Term and any successive additional term, the parties hereto may renew this Lease for five, successive one year terms, at the rent specified in Section 5 (a “*Renewal Term*” and, together with the Initial Term, the “*Term*”) if the parties agree to such renewal at least thirty (30) days prior to the end of the then-current Term. If the parties do not agree to renew this Lease at least thirty (30) days prior to the end of the then-current Term, this Lease shall terminate at the conclusion of such Term.

3. Early Termination. Landlord shall have the right upon Landlord’s sole election, upon five (5) days prior written notice to Tenant, to terminate this Lease (i) in the event that the Landlord’s bank commences an action, or threatens to commence an action against the Landlord alleging that this Lease, or any operations under the Lease or any sublease, violates Landlord’s contractual obligations pursuant to its obligations under its loan agreements with Landlord’s bank, or (ii) the seizure by any governmental authority seeking forfeiture of the Leased Premises, whether or not a court proceeding has actually commenced.

4. Use of the Leased Premises. Tenant shall use and operate the Leased Premises for general business purposes, including as a warehouse, and may sublet portions of the Leased Premises to other subtenants in accordance with the provisions of this Lease (the “*Business*”). Landlord is aware and agrees that the Premises may be subletted to a business(s) that engages in the commercial sale, production and cultivation of marijuana and marijuana products and agrees to this type of use.

5. Rent and Other Sums to be Paid by Tenant.

a. Base Rent.

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i. Subject to Sections 5.b through 5.g, during the Initial Term, Tenant shall pay Landlord monthly base rent of \$20,000 (the “**Base Rent**”), which shall be payable in on the first day of each month, in advance.

b. Additional Rent Based Upon Reimbursement to Landlord. If Tenant fails to comply with or perform any of the terms, conditions and covenants of this Lease, Landlord may carry out and perform such terms, conditions and covenants, at the expense of Tenant, which expense shall be payable by Tenant, as additional rent, upon the demand of Landlord, together with 5% interest, which interest shall accrue from the date of Landlord’s demand.

c. Additional Rent Based Upon Late Payment. If Tenant defaults, for more than five (5) days in the payment of any monthly Base Rent, additional rent or any of the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant shall pay Landlord, as additional rent, a late charge of 5% of the rent or expense.

d. Additional Rent Based Upon Landlord’s Legal Expenses in Enforcing Lease. As additional rent, Tenant shall pay Landlord all reasonable attorneys’ fees that may be incurred by Landlord in enforcing Landlord’s rights under this Lease; provided, however, that if Landlord commences a suit against Tenant to enforce Tenant’s obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then in such case Tenant shall not be under any obligation to pay Landlord the attorneys’ fees that Landlord may have incurred.

e. Additional Rent Based Upon Taxes. If at any time during the Term a tax or charge shall be imposed by the state of Alaska or the municipality in which the Leased Premises is located, pursuant to any future law, which tax or charge shall be based upon the rent due or paid by Tenant to Landlord, then Tenant shall pay Landlord, as additional rent, such tax or charge. The foregoing shall not require payment by Tenant of any income taxes assessed against Landlord or of any capital levy, franchise, estate, succession, inheritance or transfer tax due from Landlord.

f. Taxes. Tenant shall be solely responsible for all taxes and assessments arising out of the operation of the Leased Premises during the Term (including any holdover), including real property taxes assessed against the Leased Premises (but excluding Landlord’s income taxes). Each year, Landlord shall invoice Tenant upon receipt of a property tax bill for the Leased Premises, and such amount shall be paid along with the rent payment next due. Landlord shall ensure for the timely payment directly to the governmental authority of all taxes payable during the Term. The property taxes for the last year to commence during the Term shall be prorated on the basis of the number of days in such year elapsing during the Term and Landlord shall refund any overpayment to Tenant within fifteen (15) days of expiration or earlier termination of the Term.

g. Holdover.

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i. Tenant agrees that if for any reason Tenant or any subtenant of Tenant fails to vacate and surrender possession of the Leased Premises, or any part thereof, on or before the expiration or earlier termination of this Lease, then Tenant's continued possession of the Leased Premises shall be as a month-to-month tenancy, during which time, without prejudice and in addition to any other rights and remedies Landlord may have hereunder or at law, Tenant shall (i) pay to Landlord an amount equal to 50% of the rent amount specified in Section 5.a in addition to the regularly recurring rent payable hereunder prior to such termination; and (ii) comply with all other provisions of this Lease. The month-to month tenancy may be terminated by Landlord at the end of any month upon thirty (30) day's prior written notice.

h. Payment Method and Location. All payments due and payable to Landlord hereunder shall be mailed or delivered directly by hand to the Landlord at 8505 Old Dairy Road, Juneau, Alaska 99801 or any other address given to Tenant during the Term. All payments by Tenant under this Lease shall be by check or wire transfer of immediately available funds.

6. Condition, Repair and Maintenance of the Leased Premises.

a. Tenant Obligations.

i. Cleaning. Cleaning of the Leased Premises shall be the sole responsibility of the Landlord. Landlord shall keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage and other waste, in a clean, tidy and sanitary manner. At the expiration or termination of this Lease, Tenant shall deliver the Leased Premises to the Landlord in good order and repair, subject to ordinary wear and tear.

ii. Maintenance and Repairs. Landlord shall, at its sole cost and expense, perform all renovations, redecorating, repairs and maintenance to the interior walls, exterior walls, plumbing and plumbing fixtures, electrical service, lines and fixtures, floor drains, light fixtures, drop ceiling and the HVAC systems, including replacement thereto or thereof. Tenant shall not replace any locks or security hardware on the Leased Premises without the consent of the Landlord. Tenant shall ensure that the Landlord is provided with all keys and/or access codes to any new locks or security hardware that may be installed.

iii. Services and Utilities. Tenant shall, at Tenant's own expense, obtain all utility services supplying the Leased Premises, including, but not limited to, refuse, electricity, water, sewer, standby water for sprinkler, gas, telephone and all other utilities and other communication services, in its own name, effective as of the commencement of this Lease, and shall pay the cost directly to the applicable utility, including any fine, penalty, interest or cost that may be added thereto for non-payment thereof.

7. Laws, Permits and Governmental Regulations.

a. Expenses. Tenant shall promptly and punctually pay all charges and expenses incurred in connection with its use of the Leased Premises by any governmental agency by reason of its use and occupancy of the Leased Premises or the operation of its Business therein or thereon. If Tenant does not pay any such charge or expense which might become a

lien against the Leased Premises, Landlord may pay the same, and any amount so paid shall be due and payable to the Landlord with the next rental payment due under this Lease.

b. Permits. Tenant is solely responsible for all permits, licenses and zoning approvals related to its business.

8. Insurance. Tenant shall carry and maintain the following insurance ("Tenant's Insurance") at its sole cost and expense: (a) comprehensive commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including \$100,000 fire legal liability for bodily injury (including death and property damage); (b) workers' compensation insurance as required by the laws of the jurisdiction where the Leased Premises are located; (c) property insurance under an all risk or special basis to include fire and extended coverage (but excluding earthquake and flood) providing coverage for the full replacement value of the Leased Premises; and (d) property insurance upon the Leased Premises and personal property owned by Tenant ("Tenant's Property") with coverage for perils. All commercial general liability and property insurance policies shall name Tenant as a named insured and Landlord as additional named insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance on the Effective Date, and upon renewals at least fifteen (15) days after the scheduled expiration of the insurance coverage.

Notwithstanding anything in this Lease to the contrary, Landlord and Tenant shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents and employees for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Leased Premises, any additions or improvements to the Leased Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord and its agents, employees or contractors or the negligence of Tenant or its agents, employees or contractors which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

9. Condemnation. If the Leased Premises, or any part thereof, is taken by eminent domain, at Landlord's option, this Lease (a) shall expire on the date when the Leased Premises shall be so taken, and the rent shall be apportioned as of that date, or (b) shall continue in full force and effect with an abatement in rent commensurate with the reduction of square footage of the Leased Premises. No part of any award shall belong to Tenant.

10. Destruction. If the Leased Premises are totally or partially destroyed during the term of this Lease, then Landlord may elect to either terminate this Lease or restore the destroyed premises. If Landlord elects to restore the premises, then Lease shall not be terminated and Tenant shall continue paying rent adjusted downward by a percentage equal to the percentage of square feet of the Leased Premises rendered unusable by destruction. Upon completion of restoration, the rent shall be calculated against as if there were not destruction.

11. Assignment and Subletting. Tenant may assign or sublease all or any part of the Leased Premises; provided that Landlord consents in writing to such assignment or sublease, such consent not to be unreasonably withheld. Landlord may grant, condition or withhold approval for any reason or no reason. If this Lease is assigned by Tenant, or the Leased Premises are encumbered, then Landlord may, in the event of a default of this Lease, collect rent from the assignee, subtenant or occupant, and apply the amount collected to the rent owed under Section 5. No assignment, subletting, occupancy or collection shall be deemed a waiver by Landlord of the provisions of this Lease, the acceptance by Landlord of the assignee, subtenant or occupant as a tenant, or a release by Landlord of the Tenant from the further performance by Tenant of its obligations under this Lease. The consent by Landlord to any assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express written consent of Landlord to any further assignment or subletting. Tenant may assign this Lease and sublet the Leased Premises to any affiliate of Tenant, successor by merger or consolidation, or acquirer of substantially all of the assets of Tenant (the foregoing hereinafter known as an "Affiliate"), without the consent of Landlord, but Tenant shall give notice to Landlord of an assignment or subletting to an Affiliate at least ten (10) days prior to the effective date of such assignment or subletting. Landlord may assign this Lease upon ten (10) days' prior notice to Tenant.

12. Landlord's Right to Inspect and Repair. Subject to any applicable state or local law, Landlord or Landlord's agents, employees or representatives may enter into and upon all or any part of the Leased Premises during the Term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Leased Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so. This section shall not be deemed, nor construed to create, an obligation on the part of Landlord to make any inspection of the Leased Premises or to make any repairs, alterations, additions or improvements to the Leased Premises for its safety or preservation.

13. Landlord's Right to Exhibit Premises. Landlord or Landlord's agents, employees or representatives shall have the right to show the Leased Premises during the Term. Landlord or Landlord's agents, employees or other representatives shall have the right to place notices on any parts of the Leased Premises offering the Leased Premises for lease at any time during the Term, offering the Leased Premises for sale and Tenant shall permit the signs to remain without hindrance or disturbance. During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises..

14. Landlord not Liable. Landlord shall not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable

to any interference with, interruption of or failure beyond the control of Landlord. Tenant agrees that Landlord shall not be liable for, and is hereby released from any responsibility for, any damage to person or property (or resulting from the loss of use thereof) that is sustained by Tenant or any Tenant Representative, including any such damage caused by any active or passive act, omission or neglect of Landlord or by any act or omission for which liability without fault or strict liability may be imposed.

15. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, as the case may be, Landlord or Tenant shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to as an “**Unavoidable Delay**”). Landlord and Tenant shall use reasonable efforts to notify the other party no later than ten (10) business days after such party knows of the occurrence of an Unavoidable Delay; provided, however, that such party’s failure to notify the other of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to such party under this Lease. In no event shall any party’s financial condition or inability to fund or obtain financing constitute an Unavoidable Delay with respect to such party.

16. Indemnification and Waiver of Liability. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, damages, costs, attorneys’ fees, expenses and liabilities arising in connection with (a) Tenant’s use of the Leased Premises; (b) any activity carried out in or about the Leased Premises or related to the Business by Tenant or any Tenant Representative or invitees of Tenant; (c) any breach or default in performance of any obligation by or of Tenant or any Tenant Representative; and (d) any violation by Tenant or its Affiliates of any Laws, including revocation, suspension or termination of any Required Permits. Tenant, as a material part of the consideration to Landlord under this Lease, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause other than the negligence of Landlord, and Tenant hereby waive all claims with respect thereof against Landlord. Tenant may, at its sole cost and expense, protect and defend against any such government action which threatens its normal Business activity. Tenant hereby agrees that this lease is fully binding and Tenant has investigated any and all possibilities of conducting Business at said location, and will honor any and all lease payments during the Term and any extension thereof. Tenant shall hold harmless Landlord from any litigation, liabilities, claims and/or disputes of any kind whatsoever upon acceptance of this Lease, during the Term and any extension thereof.

17. Subordination, Attornment. This Lease is subject and subordinate to any deed of trust, mortgage, lien, encumbrance, lease, financing, loans, other arrangements or right to possession (collectively, the “**Encumbrances**”) with regards to the building or land on or in which the Leased Premises is situated, that Landlord is obligated to now or in the future, including existing and future Encumbrances on the building and land on or in which the Leased Premises is situated. Although no instruments or act on the part of Tenant are necessary to effectuate such subordination, Tenant shall nevertheless execute and deliver such further

instruments that the Landlord may request from time to time to further evidence such subordination to all such Encumbrances. In the event any proceedings are brought for foreclosure or the exercise of any power of sale under a deed of trust or mortgage covering the Leased Premises, Tenant shall attorn to the purchaser upon any such sale or foreclosure and recognize such purchaser as Landlord under this Lease. In the event of any sale of the Leased Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale.

18. Default by Tenant and Landlord's Remedies.

a. Event of Default. If any one or more of the following events occurs and is continuing beyond the period set forth in any default notice provided to be given, an "***Event of Default***" shall have occurred under this Lease: (i) Tenant fails to pay any monthly rent payment or other sums due from Tenant to Landlord within five (5) calendar days of the applicable due date; (ii) Tenant breaches any provision of this Lease and such failure in compliance shall continue for thirty (30) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant has not in good faith commenced within such thirty (30) day period to remedy such failure and continued diligently to prosecute the same to completion; (iii) Tenant vacates or abandons the Leased Premises; or (iv) Tenant is adjudged insolvent or makes an assignment for the benefit of creditors, or if a receiver or other liquidating officer of Tenant is appointed, or a petition for relief is filed by or against Tenant in bankruptcy, or other dissolution or insolvency proceedings are commenced by or against the Tenant.

b. Right to Terminate Lease and Re-Enter. If an Event of Default occurs, then Landlord may, in addition to any other remedy available to Landlord under this Lease or by law, at Landlord's option to immediately enter and take possession of the Leased Premises and declare this Lease terminated, and Tenant shall quit and surrender possession of the Leased Premises, but Tenant shall remain liable to Landlord as hereinafter provided, and upon Tenant's failure to surrender of possession. Landlord may recover from Tenant such damages attributable to Tenant's default from the date of such breach to the date of the expiration of the term hereof. Landlord may re-enter the Leased Premises by summary proceeding or otherwise free from any interest of Tenant therein. If any Event of Default or Tenant bankruptcy, insolvency or assignment for the benefit of creditors occurs, Landlord may declare the balance of rental for the entire remaining term of this Lease at once due and payable by delivering written notice of such declaration to Tenant. If Tenant defaults on any of its obligations hereunder other than for the payment of rent, Landlord may cure such default on behalf of the Tenant, in which case Tenant shall immediately reimburse Landlord for all sums paid to effect such cure, together with interest at the rate of 18% per annum and reasonable attorney's fees, as additional rent hereunder. In order to collect such reimbursement, Landlord shall have all the remedies available under this Lease for a default in the payment of rent.

c. Landlord's Right to Restore and Re-Let, and Tenant's Liability for Expenses. If Landlord obtains possession by re-entry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord may, without the obligation, make renovations, alterations and repairs to the Leased Premises required to restore

them to the same condition during the Term, and to re-let the Leased Premises or any part thereof for a term or terms that may be less or more than the full Term of this Lease had Landlord not re-entered and re-possessed or terminated this Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under this Lease. Any of the foregoing action taken or not taken by Landlord shall be without waiving any rights that Landlord may otherwise have under law or in accordance with this Lease. Tenant shall pay and indemnify Landlord against all legal and other expenses reasonably incurred by Landlord, including attorney's fees and the costs of litigation, in terminating this Lease by reason of an Event of Default, in obtaining possession of the Leased Premises, in making all alterations, renovations and repairs and in paying the usual and ordinary commissions for re-letting the same.

d. Liability of Tenant after Re-Entry and Possession or Termination.

i. Survival of Obligations. If any Event of Default occurs (whether or not this Lease is terminated as a result of an Event of Default), Tenant shall remain liable to Landlord for all fixed annual rent and additional rent herein reserved (including, but not limited to, the expenses to be paid by Tenant in accordance with this Lease); less the net amount of rent, if any, that shall be collected and received by Landlord from the Leased Premises, for and during the remainder of the Term. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Leased Premises or any part thereof for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable. Landlord shall have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs other than rent or damages; (ii) to the payment of any cost of re-letting, including, without limitation, brokerage fees prorated over the life of the term of the re-letting and applicable to the remainder of the Term; (iii) to the payment of any cost of altering or repairing the Leased Premises; (iv) to the payment of fixed annual rent and additional rent or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, shall be held by Landlord and applied for the payment of future fixed annual rent and additional rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this paragraph, and Tenant expressly agrees that any such suit shall not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re-entry" and "re-enter," as used herein, shall not be construed as limited to their strict legal meaning. Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

ii. Rights on Termination. If Landlord terminates this Lease by reason of an Event of Default, then Landlord shall thereupon have the right, without obligation, as an alternative to suing Tenant periodically pursuant to the provisions of subparagraph (i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of fixed annual rent and additional rent reserved herein for the remainder of the term over the then reasonable rental value of the Leased Premises for the same period. Landlord shall

not, by any re-entry or other act, be deemed to have terminated this Lease, unless Landlord shall notify Tenant in writing that Landlord has elected to terminate the same.

e. Right to Injunction. In the event of a breach or threatened breach by Tenant of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

19. Tenant's Trade Fixtures and Removal. Any trade equipment, trade fixtures, goods or other property of Tenant shall be removed by Tenant on or before the earlier of expiration of the Term or upon termination of this Lease. Any trade equipment, trade fixtures, goods or other property of Tenant not removed by Tenant on the earlier of expiration of the Term or upon termination of this Lease, or upon any deserting, vacating or abandonment of the Leased Premises by Tenant, or upon Tenant's eviction, shall, at Landlord's discretion, be considered as abandoned and Landlord shall have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord will not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.

20. Limitations on Landlord's Liability. The liability of Landlord to Tenant (or any Tenant Representative) under this Lease, or any matter relating to or arising out of the occupancy or use of the Leased Premises, shall be limited to Tenant's actual direct, but not consequential, damages therefor. Notwithstanding any contrary provision herein, Landlord shall not be liable for any injury or damage to, or interference with, Tenant's Business, including loss of profits, loss of rents or other revenues, loss of Business opportunity, loss of goodwill or loss of use, or for any form of special or consequential damage, in each case however occurring. No person who is an officer, director, shareholder, member (or principal or partner or other constituent person or entity of any non-corporate Landlord), employee, agent or legal representative of Landlord shall be personally liable for any obligations or liabilities of Landlord under this Lease.

21. Right of First Offer. During the Term, if the Landlord receives a bona fide written offer from an unrelated party in an arms-length, non-foreclosure related transaction to purchase the Leased Premises (a "**Proposed Sale**"), and the terms of such Proposed Sale are satisfactory to the Landlord, Landlord shall give written notice to Tenant describing the material terms of such Proposed Sale (the "**Proposed Sale Notice**"). If Tenant or Tenant's subtenant with a right of first offer to purchase the Leased Premises wishes to purchase the Leased Premises on the terms contained in the Proposed Sale Notice, then Tenant or such Tenant's subtenant shall deliver to Landlord written notice of such intention (an "**ROFO Acceptance Notice**"). Tenant or Tenant's subtenant must deliver a ROFO Acceptance Notice and execute definitive deal documents to consummate the Proposed Sale within thirty (30) days after Tenant's receipt of the Proposed Sale Notice. If Tenant or Tenant's subtenant does not return a ROFO Acceptance Notice and execute definitive deal documents to consummate the Proposed Sale within thirty (30) days after Tenant's receipt of the Proposed Sale Notice, or if Tenant or Tenant's subtenant

affirmatively declines in writing the option to exercise its right under this section, then Tenant's and Tenant's subtenant's right under this section automatically will terminate and the Landlord may sell the Leased Premises to the third party offeror who made the Proposed Sale offer. The Landlord agrees, however, that any sale of the Leased Premises is subordinate to this Lease and that prior to any such Proposed Sale, the Landlord shall provide Tenant with a copy of the purchase contract evidencing the subordination of this Lease therein.

22. Notices. All notices, payments, demands or communications required or permitted to be given by any provision of this Lease shall be in writing and shall be deemed to be delivered, given and received for all purposes (a) as of the date and time of actual receipt, in the case of notices delivered personally; (b) one (1) day after deposit with a nationally recognized overnight delivery service; (c) if sent by electronic mail, upon confirmed receipt by recipient; or (d) five (5) days after deposit in registered or certified United States mail, return receipt requested, as applicable. Such notices, payments, demands or communications shall be delivered personally to the recipient, or sent by registered or certified United States mail, return receipt requested, or by nationally recognized overnight delivery service, addressed to such address on the signature page hereto or as may be specified from time to time by notice to the parties hereto.

23. Tenant's Right to Quiet Enjoyment. Upon paying the rents and other sums required of Tenant under this Lease and faithfully and fully performing the terms, conditions and covenants of this Lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the Term.

24. Miscellaneous.

a. Non-Waiver by Landlord. The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

b. Entire Agreement. This Lease constitutes the entire agreement and understanding among Landlord and Tenant with respect to the lease of the Leased Premises and the other transactions contemplated by this Lease. All prior representations, understandings and agreements between the parties with respect to the subject matter hereof and thereof are superseded by this Lease.

c. Choice of Law. This Lease shall be construed and interpreted in accordance with the laws of Alaska, without regard to the conflict of any laws or provisions thereof, as though all acts and omissions related to this Lease occurred in Alaska.

d. Captions. The captions of the paragraphs in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

e. Counterparts. This Agreement may be executed in counterparts, including by electronic signature or scanned copies of original signature pages, each of which shall be considered an original.

f. Surrender. Neither the acceptance of keys to the Leased Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord shall be deemed to be an acceptance of a surrender of the Leased Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Leased Premises.

g. Binding Effect. This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

h. Landlord Defined. "Landlord" in this Lease means and includes only the owner at the time in question of the Leased Premises and, in the event of the sale or transfer of the Leased Premises, Landlord shall be released and discharged from the provisions of this Lease thereafter accruing, but such provisions shall be binding upon each new owner of the Leased Premises while such party is an owner.

i. Severability. Each provision of this Lease is considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under federal law or applicable state law, such invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

[Signature Page to Follow]

The undersigned have caused this Lease to be executed and delivered, effective as of the date and year first above written.

LANDLORD:

Juneau Rental Space, LLC

By: NB

Name: Norvin Perez

Title: Manager

Address: 8505 Old Dairy Road, Juneau, AK 99801

TENANT:

Aurora Management LLC

By: NB

Name: Norvin Perez

Title: Manager

Address: 8505 Old Dairy Road Juneau, AK 99801

EXHIBIT A

Legal Description of the Leased Premises

Lot 23A, a resubdivision of Lots 23 and 24, Field Meadows Subdivision and Tract 1, U.S.S. No. 1195 into Lots 23A, Field Meadows Subdivision and Tract IA, U.S.S. No. 1195, according to Plat 85-64, Records of the Juneau Recording District, First Judicial District, State of Alaska.

The real property, including the building containing approximately 14,518 square feet, is commonly known as 8505 Old Dairy Road, Juneau, 99801.