



June 2, 2017

Kenai Peninsula Borough
Attn: Johni Blankenship
VIA Email: jblankenship@kpb.us
CC: micheleturner@kpb.us

License Number:	10015
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Greatland Ganja, LLC
Doing Business As:	GREATLAND GANJA, LLC
Physical Address:	56475 Sterling Highway Kasilof, AK 99610
Designated Licensee:	Leif Abel
Phone Number:	907-252-5172
Email Address:	leif@greatlandganja.com

AMCO has received a complete renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.035(c)(2).

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,

Erika McConnell
Director

Alcohol & Marijuana Control Office

License Number: 10015

License Status: Active

License Type: Standard Marijuana Cultivation Facility

Doing Business As: GREATLAND GANJA, LLC

Business License Number: 1014365

Designated Licensee: Leif Abel

Email Address: info@greatlandganja.com

Local Government: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 60.329599, -151.246984

Physical Address: 56475 Sterling Highway
Kasilof, AK 99610
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10025782

Alaska Entity Name: Greatland Ganja, LLC

Phone Number: 907-260-1626

Email Address: info@greatlandganja.com

Mailing Address: P.O. Box 534
Kasilof, AK 99610
UNITED STATES

Entity Official #1

Type: Individual

Name: Leif Abel

Date of Birth: 05/20/1977

Phone Number: 907-252-5172

Email Address: leif@greatlandganja.com

Mailing Address: P.O. Box 534
Kasilof, AK 99610
UNITED STATES

Entity Official #2

Type: Individual

Name: Arthur Abel

Date of Birth: 07/17/1980

Phone Number: 907-394-4205

Email Address: arthur@greatlandganja.com

Mailing Address: P.O. Box 1136
Kasilof, AK 99610
UNITED STATES

Entity Official #3

Type: Individual

Name: Robert Abel

Date of Birth: 01/31/1952

Phone Number: 907-252-8279

Email Address: seymour@greatlandganja.com

Mailing Address: P.O. Box 716
Kasilof, AK 99610
UNITED STATES

Note: No affiliates entered for this license.



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Greatland Ganja, LLC	License Number:	10015
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Greatland Ganja		
Premises Address:	56475 Sterling Highway		
City:	Kasilof	State:	AK
		ZIP:	99610

Section 2 – Individual Information

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

Name:	Robert Abel
Title:	Member

Section 3 – Changes to Licensed Marijuana Establishment

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

Initials

I certify that **no changes have been made**, except for those that have been previously reported or requested on a form prescribed by the Board, to this licensed establishment's business name, ownership, licensed premises diagram, or operating plan, and (for marijuana product manufacturers) that I do not wish to request Board approval for production of any new proposed marijuana products.

I certify that **a change has been or will be made** to one or more of the items listed above for this establishment, and I understand that an additional form(s) and fee(s) must be submitted to AMCO before any renewal application for this license can be considered complete.

If you have selected the second certification, please list any and all of the five types of changes that need to be reported/requested:

MJ-17 to remove Robert Abel



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

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.

RSA

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.

RSA

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

Initials

I have attached a written explanation for why I cannot certify one or both of the above statements, which includes the type of offense, as required under 3 AAC 306.035(b)(4).

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.

RSA

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

RSA

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.

RSA

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.

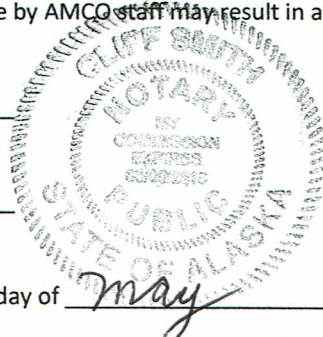
RSA

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.

Robert S Abel
Signature of licensee

Robert Abel

Printed name of licensee



[Signature]

Notary Public in and for the State of Alaska

My commission expires: 05/05/2018

Subscribed and sworn to before me this 15 day of May, 2017.



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:	Greatland Ganja, LLC	License Number:	10015
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Greatland Ganja		
Premises Address:	56475 Sterling Highway		
City:	Kasilof	State:	AK
		ZIP:	99610

Section 2 – Individual Information

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

Name:	Arthur Abel
Title:	Member

Section 3 – Changes to Licensed Marijuana Establishment

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

Initials

I certify that **no changes have been made**, except for those that have been previously reported or requested on a form prescribed by the Board, to this licensed establishment's business name, ownership, licensed premises diagram, or operating plan, and (for marijuana product manufacturers) that I do not wish to request Board approval for production of any new proposed marijuana products.

I certify that **a change has been or will be made** to one or more of the items listed above for this establishment, and I understand that an additional form(s) and fee(s) must be submitted to AMCO before any renewal application for this license can be considered complete.

If you have selected the second certification, please list any and all of the five types of changes that need to be reported/requested:

MJ-17 to remove Robert Abel



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 - Certifications

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.

AA

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.

AA

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

Initials

I have attached a written explanation for why I cannot certify one or both of the above statements, which includes the type of offense, as required under 3 AAC 306.035(b)(4).

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.

AA

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

AA

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.

AA

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.

AA

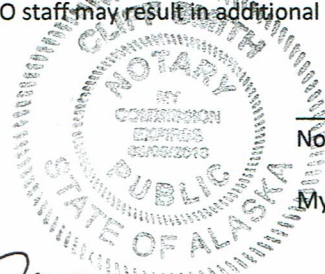
As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide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

Arthur Abel

Signature of licensee

Arthur Abel

Printed name of licensee



[Signature]

Notary Public in and for the State of Alaska

My commission expires: 05/05/2018

Subscribed and sworn to before me this 17 day of May, 2017.



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:	Greatland Ganja, LLC	License Number:	10015
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Greatland Ganja		
Premises Address:	56475 Sterling Highway		
City:	Kasilof	State:	AK
		ZIP:	99610

Section 2 – Individual Information

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

Name:	Leif Abel
Title:	Member

Section 3 – Changes to Licensed Marijuana Establishment

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

Initials

I certify that **no changes have been made**, except for those that have been previously reported or requested on a form prescribed by the Board, to this licensed establishment's business name, ownership, licensed premises diagram, or operating plan, and (for marijuana product manufacturers) that I do not wish to request Board approval for production of any new proposed marijuana products.

I certify that **a change has been or will be made** to one or more of the items listed above for this establishment, and I understand that an additional form(s) and fee(s) must be submitted to AMCO before any renewal application for this license can be considered complete.

If you have selected the second certification, please list any and all of the five types of changes that need to be reported/requested:

MJ-17 to remove Robert Abel



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

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

Initials

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



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



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

Initials

I have attached a written explanation for why I cannot certify one or both of the above statements, which includes the type of offense, as required under 3 AAC 306.035(b)(4).



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

Initials

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



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



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



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



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.

Leif B. Abel
Signature of licensee

Leif Abel
Printed name of licensee



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

My commission expires: 05/05/2018

Subscribed and sworn to before me this 17 day of May, 2017.

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

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Search & Database Download > Corp. > Corporation Details

NAME(S)

Type	Name
Legal Name	Greatland Ganja, LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10025782
Status: Good Standing
AK Formed Date: 12/15/2014
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2018
Entity Mailing Address: PO BOX 534, KASILOF, AK 99610
Entity Physical Address: 50781 TARTAN ROAD, KASILOF, AK 99610

REGISTERED AGENT

Agent Name: Leif Abel
Registered Mailing Address: PO BOX 534, KASILOF, AK 99610
Registered Physical Address: 50781 TARTAN RD, KASILOF, AK 99610

OFFICIALS

Show Former

AK Entity #	Name	Titles	Owned
	ARTHUR ABEL	Member, Manager	33.34
	Leif Abel	Member	33.33
	Robert Abel	Member	33.33

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
12/15/2014	Creation Filing	Click to View	Click to View
2/11/2015	Initial Report	Click to View	
2/17/2015	Amendment	Click to View	Click to View
1/02/2016	Biennial Report	Click to View	
3/24/2016	Change of Officials	Click to View	

Juneau Mailing Address

P.O. Box 110806
 Juneau, AK 99811-0806

Physical Address

333 Willoughby Avenue
 9th Floor
 Juneau, AK 99801-1770

Phone Numbers

Main Phone: (907) 465-2550
 FAX: (907) 465-2974

Anchorage Mailing/Physical Address

550 West Seventh Avenue
 Suite 1500
 Anchorage, AK 99501-3567

Phone Numbers

Main Phone: (907) 269-8160
 FAX: (907) 269-8156

FIRST AMENDED OPERATING AGREEMENT GREATLAND GANJA, LLC

All new text is underlined; all deleted text is stricken-through.

ARTICLE 1

- 1.1 **Formation.** This limited liability company is organized as an Alaska limited liability company pursuant to the Alaska Revised Limited Liability Company Act.
- 1.2 **Name.** The name of this limited liability company is Greatland Ganja, LLC.
- 1.3 **Term.** The term of Greatland Ganja, LLC shall be perpetual.
- 1.4 **Purpose.** To cultivate, grow, wholesale and retail crops, including any and all lawful business.

ARTICLE II

2.1 **Management.** Greatland Ganja, LLC shall be managed by a manager, not its member or members. At formation, the manager and president of Greatland Ganja, LLC is Arthur Abel. Arthur Abel, Robert Abel, and Leif Abel, all members of a ~~related~~ separate entity, shall comprise a Management Selection Board that may replace Arthur Abel with an alternate manger by a two-thirds vote. Only a member of the Management Selection Board shall be eligible to become a subsequent manager of Greatland Ganja, LLC, unless the Management Selection Board, in its sole discretion, selects any other individual to serve as manager, whether that individual is a member of Greatland Ganja, LLC or otherwise. In the event that any member of the Management Selection Board is incapacitated, incompetent, or otherwise unavailable to vote on a new manager, the remaining members shall act with unanimity. If unanimity is not reached, the remaining members of the Management Selection Board shall be named co-managers. If only one member of the Management Selection Board is available to vote on a new manager, that member shall become manager of Greatland Ganja, LLC. If no members of the Management Selection Board are available, the member or members of Greatland Ganja, LLC shall select a new manager by simple majority. For the purposes of this Paragraph, "unavailable" is defined as an inability to serve on the Management Selection Board due to death or then existing physical or mental illness which results in incompetency or incapacitation or permanent absence. A member of the Management Selection Board will not be considered "unavailable" due to temporary absence, vacation, or a temporary inability to reach such member through reasonable means. If a member of the Management Selection Board is suspected of permanent absence, not due to death or then existing physical or mental illness which results in incompetency or incapacitation, then all reasonable efforts to locate such member must be made and documented by the manager of Greatland Ganja, LLC and its member or members, as the case may be, prior to considering a member "unavailable" and selecting a manager under this Paragraph.

2.2 **Authority of Manager.** The manager of Greatland Ganja, LLC shall be vested with sole decision making authority with regard to all acts necessary or proper for the operation of Greatland

Ganja, LLC, except as provided for in Paragraphs 5.1, 6.2, and 6.7 of this Operating Agreement. As such, the manager shall have authority to bind Greatland Ganja, LLC through execution of any document or instrument of any and every nature, including but not limited to, agreements, contracts, deeds, promissory notes, mortgages, deeds of trust, security agreements, financing statements, pledges, assignments, and bills of sale. This necessarily shall include the authority to convey or encumber title to real or personal property of Greatland Ganja, LLC, without limitation.

ARTICLE III

3.1 **Limitation of Liability.** Any member, members, or manager of Greatland Ganja, LLC shall enjoy the maximum amount of limited liability protection allowed under law. As such, all debts, obligations and liabilities, whether arising in contract, tort, or otherwise, shall belong solely to Greatland Ganja, LLC, and no member or manager shall be obligated personally on such debts, obligations or liabilities solely by reason of being a member or manager of Greatland Ganja, LLC.

3.2 **Indemnification.** Should any member or manager of Greatland Ganja, LLC, past or present, become threatened to be made a party, or made a party, to any pending, completed or threatened action or proceeding, whether civil, criminal, administrative, or investigative, in connection with that member or manager's service to Greatland Ganja, LLC or by reason of being a member or manager of Greatland Ganja, LLC, other than an action by or in the right of Greatland Ganja, LLC, then Greatland Ganja, LLC shall indemnify such member or manager. Indemnification shall include reimbursement for all attorney's fees, costs, satisfaction of any judgment, payment of fines, or amounts paid in settlement. Nothing shall prohibit Greatland Ganja, LLC from using any procured insurance to satisfy this indemnification obligation or offsetting this obligation with any recovery of attorney's fees or costs pursuant to court rule or statute.

ARTICLE IV

4.1 **Capital Contributions and Loans.** The member or members of Greatland Ganja, LLC may make capital contributions or loans to Greatland Ganja, LLC, subject to approval by the manager of Greatland Ganja, LLC. Any loans shall accrue interest at a reasonable rate, the rate of interest subject to approval by the manager of Greatland Ganja, LLC.

4.2 **Allocation of Profits and Losses.** For financial and accounting purposes, net profits and net losses of Greatland Ganja, LLC shall be determined on an annual basis and allocated to its member or members.

4.3 **Distributions.** The manager shall make distributions of net profits to the member or members of Greatland Ganja, LLC at least quarterly, but as frequently as bi-weekly, with this decision to be made in the manager's sole discretion. If no net profits are available for distribution in any given quarter, the manager shall refrain from making a distribution even if a financial projection or similar document, whether prepared by a third-party or otherwise, reasonably forecasts future net profits.

4.4 **Limitation on Distributions.** No distribution may be made by Greatland Ganja, LLC to its member or members if such distribution would leave Greatland Ganja, LLC insolvent or the net assets of the company would be less than zero.

4.5 **Reliance on Company Documents.** The manager, when making distributions or allocating profit or loss, may rely in good faith upon the accuracy of the books of the company, profit and loss statements, balance sheets, or any other similar documents, whether prepared by a third-party or kept in the regular course of business.

ARTICLE V

5.1 **Dissolution and Winding Up.** Greatland Ganja, LLC shall only be dissolved through unanimous agreement between the member or members of Greatland Ganja, LLC and its manager, or by order or decree of any court of competent jurisdiction. Should a decision to dissolve be reached, ordered or decreed, the manager of Greatland Ganja, LLC shall wind up its affairs in accordance with the Alaska Revised Limited Liability Company Act.

ARTICLE VI

6.1 **Choice of Law.** This Operating Agreement shall be construed in accordance with the laws of the State of Alaska.

6.2 **Amendments.** This Operating Agreement may be amended when determined necessary and through unanimous agreement between the member or members of Greatland Ganja, LLC and its manager.

6.3 **Severability.** If any provision of this Operating Agreement is determined invalid, illegal or unenforceable, the remaining provisions shall be fully enforceable and binding.

6.4 **Successors in Interest.** The terms, provisions and agreements herein shall be binding upon and inure to the benefit of the signatories and their heirs, legal representatives, successors and assigns.

6.5 **Tax Law and Accounting.** Greatland Ganja, LLC shall make every good faith and reasonable effort to comply with any applicable federal, state or local tax law as well as generally accepted accounting principles.

6.6 **Insurance.** Greatland Ganja, LLC shall procure any and all insurance, to the extent reasonable, practical and affordable, available to cover its business and related operations.

6.7 **Subsequent Members.** At formation, ownership of Greatland Ganja, LLC is comprised of three members ~~a sole member~~. Should any subsequent members be admitted, which shall only occur through unanimous agreement of Greatland Ganja, LLC's member or members and its manager, an Exhibit to this Operating Agreement shall be appended identifying all members and their respective ownership interests.

GLEN CREEK GROUP GREATLAND GANJA, LLC

Arthur B. Abel

Leif Abel Arthur Abel, Its Manager and Member

1/7/16
Date

Leif B. Abel

Leif Abel, Its Member

1/7/16
Date

Robert Abel

Robert Abel, Its Member

1/7/16
Date

GRADUATED COMMERCIAL LEASE AGREEMENT

This *Graduated Commercial Lease Agreement* (hereinafter the "Agreement") is entered into between Glen Creek Group, LLC (hereinafter the "Lessor") and Greatland Ganja, LLC (hereinafter the "Lessee").

ARTICLE I

1.1 **Term.** The term of this lease shall be for ten (10) years, renewable at the option of the parties to this Agreement. The term shall begin as of the date of execution of this Agreement.

1.2 **Renewal.** Should the parties to this Agreement fail to renew the term of this lease at the expiration of ten (10) years, this Agreement shall remain in effect on year-to-year basis.

1.3 **Written Agreement.** Should the term of this lease pursuant to this Agreement be renewed on any other basis than a year-to-year basis as provided in Paragraph 1.2, the renewed lease shall be in writing and appended to this Agreement.

ARTICLE II

2.1 **Property.** The property to be leased by Lessor to Lessee is owned by Lessor and more particularly described as Lot 3 Spruce Hills Subdivision, 56475 Sterling Highway, Kasilof, Alaska 99610. Lessor shall lease all real property and improvements contained thereon to Lessee at this location.

ARTICLE III

3.1 **Payments.** All amounts due and payable under this Agreement from Lessee to Lessor shall be comprised of \$1.00 per month or a percentage lease-rent agreement, as provided for in 3 AAC 306.015(e)(B)(i), which shall be good and valuable consideration for and in exchange for the responsibilities and obligations under this lease and may be modified or more specifically delineated in an amendment to this Lease, as agreed to in writing by the parties, derived from Lessee's business operations at Lot 3 Spruce Hills Subdivision, 56475 Sterling Highway, Kasilof, Alaska 99610. Given the new nature of this industry, the Parties agree it is impracticable to assign a fair market value rental rate and agree to negotiate a more defined and substantial rental rate, as allowed under 3 AAC 306.015(e)(B)(i) as the Lessee's business commences operation and generates revenue.

3.2 **Payments Due.** All payments due from Lessee to Lessor shall be made no later than the fifth day following the conclusion of a quarter and each payment shall be accompanied by an accounting of Lessee's net profits, sufficiently detailed but without disclosing any confidential, proprietary or trade secret information, such that Lessor may determine with certainty that Lessee has properly computed the lease payment.

3.3 **Inspection of Records.** Should Lessor desire to inspect the financial records of Lessee in more detail and for the purpose of ensuring that any lease payment has been properly calculated

and remitted by Lessee, Lessor may do so upon reasonable, written notice. Any inspection of financial records by Lessor shall be done confidentially and Lessor shall not disclose any of Lessee's confidential, proprietary or trade secret information. Upon Lessor's request under this Paragraph, Lessee shall not unreasonably restrict Lessor's access to its financial records.

ARTICLE IV

4.1 **Covenants.** Lessor hereby covenants to Lessee that the property to be leased under this Agreement is in reasonably good condition and suited for the purpose for which it was built. Lessee shall not be prohibited by Lessor from peaceably using and enjoying the property.

4.2 **Repairs.** Lessee accepts the property under this Agreement as-is and hereby assumes responsibility for all costs associated with maintenance and repairs to the property, as any items of maintenance or repair become necessary.

4.3 **Inspection.** Prior to executing this Agreement, Lessee hereby acknowledges and affirms that it has inspected the property and finds the property in suitable condition for Lessee's intended use.

ARTICLE V

5.1 **Termination.** Should Lessee or Lessor desire to terminate the lease under this Agreement prior to the expiration of the lease term, for any reason, then the terminating party must give no less than 3 months' notice, in writing, to the non-terminating party.

5.2 **Notice.** Notice, whether required by Paragraph 5.1 or for any other reason, shall be given in writing addressed to the parties' respective addresses listed in the signature block of this Agreement. Notice given via electronic mail shall be sufficient under this Agreement.

5.3 **Required Payments.** Should Lessee terminate the lease under this Agreement prior to the expiration of the lease term, Lessee shall remain liable for all amounts due under this Agreement through the date of termination. No penalty shall be imposed upon Lessee due to early lease termination.

ARTICLE VI

6.1 **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Alaska.

6.2 **Amendments.** This Agreement may be amended when determined necessary and through written agreement between Lessor and Lessee.

6.3 **Severability.** If any provision of this Agreement is determined invalid, illegal or unenforceable, the remaining provisions shall be fully enforceable and binding.

6.4 **Assignment.** This Agreement shall not be assignable by Lessee nor shall Lessee be allowed to sublease to any person or entity, absent written consent from Lessor and so long as any assignment or sublease is otherwise in compliance with all applicable laws and regulations.

6.5 **Dispute.** Should any dispute arise under this Agreement, the parties hereby affirm that they will engage in good faith and informal discussions to resolve any such dispute. Should any good faith and informal discussions fail to resolve any dispute, then any party to this Agreement shall have the right to seek resolution in a court of law possessing jurisdiction over the parties and subject matter of this agreement. Any award of attorneys fees to the prevailing party shall be in accordance with any applicable law, rule or regulation.

NOTICE: THIS AGREEMENT WAS DRAFTED BY THE JDW, LLC LAW FIRM AS AN ACCOMMODATION TO THE PARTIES. JDW, LLC LAW FIRM DOES NOT REPRESENT EITHER PARTY WITH RESPECT TO THE DRAFTING, NEGOTIATION, OR EXECUTION OF THIS AGREEMENT. THE PARTIES ARE ADVISED TO SEEK INDEPENDENT REPRESENTATION TO REVIEW AND ADVISE ON THE EXECUTION OF THIS AGREEMENT.

GLEN CREEK GROUP, LLC - LESSOR

Leif B. Abel

Leif Abel, Its President, Manager and Founding Member

P.O. Box 534 Kasilof, AK 99610

Address

4/4/2016

Date

GREATLAND GANJA, LLC - LESSEE

Arthur B. Abel

Arthur Abel, Its Manager

Box 534 Kasilof, AK 99610

Address

4/4/2016

Date