Alaska Entity #10234181

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

Tundra Gold Corporation

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **May 25, 2023**.

Julie Sande
Commissioner

AK Entity #: 10234181
Date Filed: 05/25/2023
State of Alaska, DCCED

FOR DIVISION USE ONLY

THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

Articles of Incorporation

Domestic Business Corporation

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1 - Entity Name

Legal Name: Tundra Gold Corporation

2 - Purpose

Tundra Gold Corporation is a Standard Marijuana Cultivation company.

3 - NAICS Code

111419 - OTHER FOOD CROPS GROWN UNDER COVER

4 - Registered Agent

Name: Donnie Mincher, JR
Mailing Address: 12701 Elmore rd, ANCHORAGE, AK 99516
Physical Address: 14479 W King Aruthur Dr, Houston, AK 99623

5 - Entity Addresses

Mailing Address: 12701 Elmore rd, ANCHORAGE, AK 99516
Physical Address: 14479 W King Aruthur Dr, Houston, AK 99623

6 - Shares

Complete the below stock information on record with the Department.

Class	Series	Authorized	Par Value	Amount Issued
Common	First	10000	0.00	

7 - Officials

Name	Address	% Owned	Titles
Eric Shade			Incorporator

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Incorporator(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: Donnie Mincher

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FOR DIVISION USE ONLY

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THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
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Domestic Business Corporation

2025 Biennial Report

For the period ending December 31, 2024

Due Date: This report along with its fees are due by January 2, 2025

Fees: If postmarked before February 2, 2025, the fee is $100.00.
If postmarked on or after February 2, 2025 then this report is delinquent and the fee is $137.50.

Entity Name: Tundra Gold Corporation

Entity Number: 10234181

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 14479 W KING ARTHUR DR, HOUSTON, AK 99623

Mailing Address: 12701 ELMORE RD, ANCHORAGE, AK 99516

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

Name: Donnie Mincher

Physical Address: 14479 W KING ARUTHUR DR, HOUSTON, AK 99623

Mailing Address: 12701 ELMORE RD, ANCHORAGE, AK 99516

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

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

Full Legal Name	Complete Mailing Address	% Owned	Alien Affiliate	Assistant Secretary	Assistant Treasurer	Director	President	Secretary	Shareholder	Treasurer	Vice President
Donnie Mincher, JR	12701 ELMORE RD, ANCHORAGE, AK 99516	95.00				X	X		X		
Eric Shade	12701 ELMORE RD, ANCHORAGE, AK 99516	5.00						X	X	X	

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

Purpose: Tundra Gold Corporation is a Standard Marijuana Cultivation company.

NAICS Code: 111419 - OTHER FOOD CROPS GROWN UNDER COVER

New NAICS Code (optional):

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

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

Class	Series	Authorized Shares	Par Value	Number of Issued Shares
Common	First	10000	0.000000	10000

Mandatory. Do not leave blank.

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

Name: Jana Weltzin

Bylaws

Tundra Gold Corporation an Alaska Corporation

1. Offices

1.1. *Principal Office.* The board of directors shall fix the location of the corporation's principal office at an address located in Anchorage, Alaska. The corporation's secretary shall keep a copy of the corporation's Articles of Incorporation (or similar incorporating document), these bylaws, minutes of directors' and shareholders' meetings, stock certificates and stubs, a register of the names and interests of the corporation's shareholders, and other corporate records and documents at the principal office.

1.2. *Other offices.* The corporation may have offices at other locations in or out of Alaska as decided by its board of directors or as its business may require.

1.3. *Registered Office.* The Alaska Corporation's Code requires the corporation's registered office to be in Alaska. This office may be identical with the corporation's principal office or an office of a qualified registered agent service in Alaska. The corporation's board may change its registered office.

2. Shareholders' Meetings

2.1. *Place of meetings.* Shareholder meetings are held at the corporation's principal office or at other locations decided by the board of directors.

2.2. *Annual meetings.* The shareholders' annual meeting is held once each calendar year sometime in the first quarter. The shareholders shall elect a board of directors and transact any other proper business at their annual meeting.

2.3. *Special meetings.* Any one shareholder may call a special meeting of the shareholders.

2.4. *Notices of meetings.* The secretary shall deliver written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called no less than 20 and no more than 60 days before the date of the meeting, either personally, by mail, or by electronic transmission, by or at the direction of the president, the secretary, the officer, or persons calling the meeting, to each shareholder of record entitled to vote at the meeting. If mailed, the notice is considered delivered when deposited with postage prepaid in the United States mail addressed to the shareholder at the address of the shareholder as it appears on the stock transfer books of the corporation, or, if the shareholder has filed with the secretary of the corporation a written request that notice be mailed to a different address, addressed to the shareholder at the new address. If faxed, then to the number at which the shareholder has consented to receive notice. If emailed, then to an email address at which the shareholder has consented to receive notice.

The notice of an annual meeting and any special meeting at which directors are to be elected will include the names of the nominees that, at the time of the notice, the board of directors intends to present for election.

2.5. *Waiver of notice.* The transactions of any meeting of shareholders, however called and noticed, and wherever held, are as valid as though undertaken at a meeting duly held after regular call and notice, if a quorum is present, whether in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. If the waiver does not include an approval of the minutes of the meeting, it will state the general nature of the business of the meeting. All such waivers, consents, and approvals must be filed with the corporate records or made a part of the minutes of the meeting.

2.6. *Fixing Record Dates.* The date on which notice of the meeting is sent or the date on which the resolution of the board declaring the dividend is adopted, is the record date for the determination of shareholder, unless the board fixes another date per AS 10.06.408.

2.7. *List of Shareholders.* At least 20 days prior to any meeting of shareholders, the secretary of the corporation will prepare an alphabetical list of shareholders entitled to vote at the meeting that shows the address of each shareholder and number of shares entitled to vote at the meeting. This list shall be available for inspection at the principal office of the corporation by any shareholder within a reasonable period prior to each meeting and be made available for inspection at the meeting upon request of any shareholder at the meeting.

2.8. *Quorum.* A super-majority of more than 74% of the shares entitled to vote, represented in person or by proxy, constitutes a quorum at a shareholders meeting. If a quorum is present, the affirmative vote of the majority of shareholders represented at the meeting and entitled to vote on any matter will be the act of the shareholders, unless the vote of a greater number is required by law.

The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action is approved by at least a majority of the shares required to constitute a quorum.

2.9. *Voting.* Every shareholder has one vote for each share held, except as otherwise provided by law. A shareholder entitled to vote may vote part of his or her shares in favor of a proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares he or she is affirmatively voting, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares the shareholder is entitled to vote.

At an election for directors each shareholder entitled to vote at the election may vote, in person or by proxy, the number of shares owned by the shareholder for as many persons as there are directors to be elected and for whose election the shareholder has a right to vote.

In any election for directors at a shareholders' meeting, upon the request of any shareholder made before the voting begins, the election of directors will be by ballot rather than by voice vote.

2.10. *Proxies.* Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares by filing a proxy with the secretary of the corporation. For

purposes of these bylaws, a "proxy" is a written authorization signed by a shareholder or the shareholder's attorney-in-fact giving another person or persons power to vote with respect to the shares of the shareholder. Every proxy continues in full force and effect until the expiration of any period specified in the proxy or until revoked by the person executing it, except as otherwise provided by law.

2.11. *Action without meeting.* Any action that may be taken at any annual or special meeting of shareholders, except for the election of directors, may be taken without a meeting and without prior notice if a consent, in writing, setting forth the action so taken, is signed by all the holders of outstanding shares entitled to vote on the action.

3. Directors

3.1. *Powers.* The board of directors shall manage or direct the corporation's business and affairs.

3.2. *Number.* The authorized number of directors is two. The shareholders may increase or decrease this number by unanimous vote.

3.3. *Election and tenure of office.* The members of the board of directors may be non-shareholders. The shareholders elect the directors at the shareholders' annual meeting. The directors hold office indefinitely.

3.4. *Meetings.* The chairman of the board, the president, a vice-president, the secretary, or a director may call a regular or special meeting of the board or a committee of the board. The meeting may be held at any place inside or outside this state.

A regular meeting of the board or a committee designated by the board may be held without notice if the time and place of the meeting is fixed by the board. A special meeting of the board or a committee designated by the board shall be held after either notice in writing sent 10 days before the meeting or notice by electronic means, personal messenger, or comparable person-to-person communication given at least 72 hours before the meeting. Unless otherwise provided in the bylaws the notice of a special meeting shall include disclosure of the business to be transacted and the purpose of the meeting.

Notice of a meeting need not be given to a director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting before the meeting or at its commencement.

3.5. *Resignation and vacancies.* Any director may resign effective upon giving written notice to the chairman of the board of directors, the president, or the secretary, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a later time, a successor may be elected to take office when the resignation becomes effective.

A vacancy on the board of directors exists in the case of death, resignation, or removal of any director or in case the authorized number of directors is increased, or in case the shareholders fail to elect the full authorized number of directors at any annual or special meeting of the shareholders at which directors are elected. The board of directors may declare vacant the office of a director who has been declared of unsound mind by an order of court or who has been

convicted of a felony.

Vacancies on the board may be filled by the unanimous vote of the remaining board members unless a vacancy is required by law to be filled by approval of the shareholders. Each director approved to fill a vacancy on the board holds such office until the next annual meeting of the shareholders and until his or her successor has been elected and qualified.

3.6. *Quorum and Voting.* A quorum for all meetings of the board of directors consists of a majority of the authorized number of directors. Except as otherwise required under state corporate statutes, every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the board. A director present at a meeting is assumed to have assented to all actions taken at that meeting unless the director files a written dissent with the secretary before the meeting ends or sends an email to the secretary with the dissent within a day after the meeting. This right of dissent doesn't apply to a director who voted in favor of an action.

The following matters require a unanimous vote of the directors:

- Amending or restating the articles of organization
- Merging, consolidating or converting the corporation
- Dissolving the corporation
- Selling all or substantially all of the corporation's assets
- Selling shares in the corporation

All other votes are decided by a unanimous vote of all the directors. If a matter is deadlocked, then the matter shall be decided by a vote of the shareholders according to the procedures for shareholder voting.

3.7. *Action without Meeting.* Any action required or permitted to be taken by the board may be taken without a meeting, if all members of the board individually or collectively consent in writing to such action. Such written consents will be filed with the minutes of the proceedings of the board. Such action by written consent has the same force and effect as a unanimous vote of the directors.

3.8. *Compensation.* No salary will be paid directors, as such, for their services but, by resolution, the board of directors may allow a reasonable fixed sum and expenses to be paid for attendance at regular or special meetings. Nothing contained herein prevents a director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may also be allowed like compensation for attendance at meetings.

4. Officers

4.1. *Officers.* The corporation's board of director's chooses the corporation's officers to serve at the pleasure of the board, subject to the rights, if any, of an officer under a contract of employment. The corporation's officers include a president, a vice president, a secretary, and a treasurer, or officers with different titles that perform the duties of these offices. Except for the offices of president and secretary, any number of these offices may be held by the same person. The corporation may also appoint other officers with such titles and duties as determined by the board of directors.

4.2. *President.* The president (or chief executive officer or alternately titled chief corporate officer designated by the board of directors) has general supervision, direction, and control of the day-to-day business and affairs of the corporation, subject to the direction and control of the board of directors. He or she presides at all meetings of the shareholders and directors and is an ex officio member of all the standing committees, including any executive committee of the board, and has the general powers and duties of management usually vested in the office of president or chief executive officer of a corporation, and other powers and duties as may from time to time be prescribed by the board of directors or these bylaws.

4.3. *Vice President.* A vice president shall perform the duties of the president if the president is absent, dies, refuses to act, or is disabled. The vice president has all the powers and restrictions placed on the president when acting in place of the president. The president shall designate the order of the vice presidents to fulfill these duties. So long as the president is not absent each vice president shall perform the duties assigned by the president and board of directors.

4.4. *Secretary.* The corporate secretary (or other corporate officer designated by the board of directors to maintain and keep corporate records) will keep, or cause to be kept, at the principal office of the corporation, a book of minutes of all meetings of directors and shareholders. The minutes will state the time and place of holding of all meetings; whether regular or special, if special, how called or authorized; the notice given or the waivers of notice received; the names of those present at directors' meetings; the number of shares present or represented at shareholders' meetings; and an account of the proceedings.

He or she will keep, or cause to be kept, at the principal office of the corporation, or at the office of the corporation's transfer agent, a share register, showing the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for shares, and the number and date of cancellation of every certificate surrendered for cancellation.

He or she will keep, or cause to be kept, at the principal office of the corporation, the original or a copy of the bylaws of the corporation, as amended or otherwise altered to date, certified by him or her.

He or she will give, or cause to be given, notice of all meetings of shareholders and directors required to be given by law or by the provisions of these bylaws. He or she will prepare, or cause to be prepared, an alphabetical listing of shareholders for inspection prior to and at meetings of shareholders.

He or she has charge of the seal of the corporation and has such other powers and may perform such other duties as may from time to time be prescribed by the board or these bylaws.

4.5. *Treasurer.* The treasurer (or other officer designated by the board of directors to serve as chief financial officer of the corporation) shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation.

He or she will deposit monies and other valuables in the name and to the credit of the corporation

with the depositories designated by the board of directors. He or she will disburse the funds of the corporation in payment of the just demands against the corporation; shall render to the president and directors, whenever they request it, an account of all his or her transactions as chief financial officer and of the financial condition of the corporation; and have such other powers and perform such other duties as may from time to time be prescribed by the board of directors.

4.6. *Appointment, Removal and Resignation.* All officers of the corporation will be approved by, and serve at the pleasure of, the board of directors. An officer may resign at any time on written notice to the corporation given to the board, the president, or the secretary of the corporation. Any resignation takes effect at the date of receipt of notice or at any other time specified in it. The removal or resignation of an officer shall be without prejudice to the rights, if any, of the officer or the corporation under any contract of employment to which the officer is a party.

4.7. *Salaries.* The directors shall fix the officers' salaries. The fact that the officer is also a director does not prevent the officer from receiving a salary. The directors may not change an officer's salary, except by two-thirds vote.

5. Executive Committees

5.1. *Regular and Executive Committees of the Board.* The board may designate one or more regular committees to report to the board on any area of corporate operation and performance.

To the extent allowed under state corporate statutes, the board also may designate and delegate specific decision-making authority to one or more executive committees, each consisting of two or more directors, that shall have the authority of the board to approve corporate decisions in the specific areas designated by the board. All committees shall keep regular minutes of the transactions of their meetings and record them in the corporate record books and report the same to the board of directors at its next meeting.

6. Corporate Records And Reports

6.1. *Inspection by Shareholders and Directors.* The corporate secretary will make available within a reasonable period after a request for inspection or copying made by a director or shareholder or a director's or shareholder's legal representative the Articles of Incorporation (or similar organizing document) as amended to date; these bylaws as amended to date; minutes of proceedings of the shareholders and the board and committees of the board; the share register of the corporation, its accounting books, and records; and any other corporate records and reports. The requested records will be made available for inspection and copying at the principal office of the corporation within business hours. Any copying costs incurred by the corporation necessary to comply with a request for copies of records may be collected by the secretary from a requesting shareholder. The corporation shall assume the cost of copies made by a requesting director.

6.2. *Annual Reports to Shareholders.* The secretary will mail a copy of any annual financial or other report to shareholders on the secretary's own initiative or on request made by one or more shareholders as may be required by state corporate statutes.

7. Indemnification & Insurance

7.1. *Indemnification.* The corporation may indemnify the corporation's directors and officers to the fullest extent permitted under law.

7.2. *Insurance.* The corporation has the power to purchase and maintain insurance on behalf of any director or officer against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such, whether or not the corporation has the power to indemnify the agent against such liability under law.

8. Shares

8.1. *Certificates.* The corporation will issue certificates for its shares when fully paid. Certificates of stock will be issued in numerical order, and state the name of the record holder of the shares represented by each certificate; the number, designation, if any, and class or series of shares represented by the certificate; and other information, including any statement or summary required by any applicable provision of state corporate statutes. Each certificate will be signed by the corporate officers empowered under state law to sign the certificates, and may be sealed with the seal of the corporation.

8.2. *Transfer of Shares.* On surrender to the secretary or transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it is the duty of the secretary of the corporation to issue a new certificate to the person entitled to it, to cancel the old certificate, and to record the transaction on the share register of the corporation.

8.3. *Lost Certificate.* If an owner makes an affidavit that a certificate has been lost or destroyed, the board of directors may direct the secretary to issue a new certificate in place of a certificate that is alleged to have been lost or destroyed. The board may require the owner to give the corporation a bond as indemnity against a claim made against the corporation on the certificate allegedly lost or destroyed.

8.4. *Restrictions on Transfer of Shares.* The corporation may enter an agreement with its shareholders that restricts the transferability of shares of the corporation's stock.

9. Amendment Of Bylaws

9.1. *By Shareholders.* Except as otherwise provided by law, these bylaws may be adopted, amended, or repealed by the affirmative vote at a meeting of holders of a three-fourths in number of the outstanding shares of the corporation entitled to vote.

9.2. *By Directors.* Except as otherwise provided by law, the directors may adopt, amend, or repeal these bylaws.

10. Fiscal Year

The corporation's fiscal year is the calendar year.

11. Conflict

If the bylaws conflict with the corporation's articles of incorporation or the Alaska statutes, then

the articles of incorporation and Alaska Statutes will govern.

12. Options

12.1. No stock in the corporation shall be transferred to a person who is not already a stockholder, other than a child of the stockholder, unless the stocks shall have first been offered for sale to the other shareholders of the corporation on a pro rata basis so as to maintain the proportionate ownership of the non-selling shareholders at the same price and on the same terms as would govern upon a transfer to a person and not a stockholder. The offer shall be made in writing. and shall set forth the price and terms and shall be sent by registered mail to each shareholder of the corporation at the address listed on the corporate books. The right to transfer this stock to a person not a stockholder shall not exist until the other shareholders refuse the offer made as provided above or until the shareholders fail for a period of thirty (30) days after receipt of the written offer to the shareholders to accept same by compliance with the terms therein set forth. If the shareholders refuse to exercise this option, the shares shall then be offered to the corporation in the same manner as offered to the shareholders, and the right to transfer the stock shall not exist until the corporation through its Board of Directors, have rejected the offer or failed to accept within the time limit above set forth. No sale for less than that amount set forth in the offer to the shareholders and the corporation shall be permitted until such time as the offer for this lower amount has been received and rejected in accordance with the provisions of this bylaw.

13. Dispute Resolution

13.1. *Dispute Resolution.* The directors in all their capacities related to the corporation including their offices shall seek to resolve their disputes related to this agreement, the Alaska Corporations Act, and the corporation's business or internal affairs first through voluntary negotiation, then through mediation, then lastly through litigation as specified in this section.

13.2. *Mandatory Mediation.* If the directors and officers cannot resolve a dispute through voluntary negotiation, then they shall initiate non-binding mediation by giving the other directors and officers written and dated mediation notice with a brief statement of the nature of the dispute and the relief requested. The directors and officers then have 30 days from the date of notice to agree on a mediator. If the directors or officers cannot agree on a mediator, then they each shall select a mediator. This group of mediators have 10 days from the previous 30-day period to select a mediator for the mediation.

The parties involved shall commence mediation promptly after selecting a mediator. The parties in the mediation shall ensure that a person with authority to consummate a settlement attends the mediation conference. All parties involved in the mediation shall maintain its confidentiality. Each party in any mediation shall bear the member's own mediation expenses. Each party shall equally be liable for the mediator's fees and expenses. A party's settlement offer in mediation is not discoverable or binding in any other proceeding

13.3. *Litigation.* If the the parties cannot resolve the dispute by mediation, then a party shall submit the matter to a court of the state of Alaska in the city where the corporation has its principal place of business (or if there is no courthouse in that city, the city with a court closest to principal place of business) for a bench trial by a judge appointed by the court system. The parties hereby

irrevocably submit to the personal jurisdiction of this court in any such suit. The members hereby waive their right to a trial by jury for these disputes.

13.4. *Performance.* Each member shall perform the member's obligations under this agreement during any mediation or litigation, except as otherwise provided in this agreement or decided by the members.

Certificate

This certifies that the foregoing is a true and correct copy of the bylaws of the corporation named in the title, and that these bylaws were duly adopted by the board of directors of the corporation on the date set forth below.

Dated on the date opposite the signature below.

Donnie R. Mincher Jr, President

Date 7/19/23

Eric L. Shade, Secretary

Date 7/17/23

MASTER REAL ESTATE
LEASE

This Real Estate Lease Agreement (" Lease") is dated July 25, 2023, by and between Donnie Mincher, Jr. ("Landlord"), Tundra Gold Corporation, an Alaska limited liability company ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (the "Premises") the leased building area and associated parking areas located at 14479 W King Arthur Drive, Houston, Alaska 99623.

TERM. The Lease begins on July 25, 2023 and shall be a three-year (3) term ("Initial Term"), with automatic renewals for additional three (3) year term. In the event either party opts not to renew this Lease, said non-renewing party shall notice the other not less than thirty (30) days (prior to expiration of the initial term. Either party may terminate the Lease upon substantial breach of this Agreement and prior to written notice to the other party giving a ten (10) day notice to cure the defect to avoid the termination.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $1000.00 per month. If payment is not received by the 10th day of the month a late charge of $20.00 per day thereafter will be charged. Landlord shall give Tenant written notice of the past due lease payment. On the 15th the Landlord may give notice of breach, as stated above and Tenant shall agree to vacate the premise if the breach is not remedied within ten (10) days.

USE OF PREMISES. Tenant may use the Premises for the licensed cultivation of cannabis. Tenant shall buildout the premises in a manner necessary for its intended use. Tenant shall be responsible for all costs and expenses associated with such buildout.

Tenant shall notify Landlord of any anticipated extended absence of 5 days or more from the Premises not later than the first day of the extended absence.

UTILITIES AND SERVICES

Tenant shall be responsible for all utilities and services in connection with the Premises.

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

> REAL ESTATE TAXES. Tenant shall pay pro-rata share of the property's real estate taxes and assessments for the Premises.
>
> PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

AMCO Received 1.23.25

PROPERTY INSURANCE. At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, special form ("all risk") property insurance, in an amount not less than one hundred percent (100%) of the replacement cost, covering the Premises (including all leasehold improvements), the contents thereof, and the Building in which the Premises are located (collectively, the "Property Insurance"). The Property Insurance shall contain business income ("loss of rents") coverage for a period of time not less than twelve (12) months following the insured casualty. Landlord shall be named as an additional insured on the Property Insurance. Landlord and Landlord's mortgagee each shall be named as loss payees on the Property Insurance with respect to proceeds attributable to damage to the Premises and the Building. Landlord shall be named as loss payee on the Property Insurance with respect to business income coverage. Tenant shall not be a loss payee with respect to proceeds attributable to damage to the Premises or the Building or with respect to business income coverage, but Tenant shall be the loss payee for its personal property located in the Premises. The proceeds of the Property Insurance shall be used for the repair or replacement of the property so insured except that if this Lease is terminated following a casualty, the proceeds applicable to the Building, Premises and leasehold improvements contained therein shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant. The Property Insurance policy shall be in a form and contain such endorsements as are normal and customary for property insurance policies carried on similar property or properties or by similarly situated parties.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. In the event of a default by Tenant, *Landlord will contact the Alaska Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from facility.*

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

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

NON-SUFFICIENT FUNDS. Tenant shall be charged $100.00 for each check that is returned to Landlord for lack of sufficient funds.

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REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. Landlord must abide by Tenant's visitor policy and ensure that no agent or prospective tenant of Landlord attempts to enter the property that is under the age of 21, presents a valid state or federal identification card, signs into and out of the visitor's log, visibly wears a visitor badge, and remains in eyesight of a designated agent of Tenant's at all times. Landlord may not bring more than 5 persons at a time into the facility per supervising licensee/employee.

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

COMPLIANCE WITH REGULATIONS. Tenant, or Tenant's subtenant, shall promptly comply with all laws, ordinances, requirements and regulations of the state, county, municipal and other authorities, and the fire insurance underwriters.

ACKNOWLEDGEMENT OF USE FOR MARIJAUNA COMMERICAL ACTIVITIES AND WAIVER OF ANY DEFENSES OF ILLEGALITY DUE TO FEDERAL LAW OR VOID FOR PUBLIC POLICY: Landlord is aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities. The parties are aware that marijuana cultivation and marijuana sale is illegal under federal law and therefore waive all defenses of non-performance of this contract related to defenses such as void for public policy and illegality under federal law.

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

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the

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American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

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

LANDLORD:
Donnie Mincher, Jr.
12701 Elmore Road
Anchorage, AK 99516

TENANT:
Tundra Gold Corporation
12701 Elmore Road
Anchorage, AK 99516

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

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

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

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

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

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

Signature page to follow.

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Tenant – Tundra Gold Corporation

By: _____ Date: July 25 2023
Donnie Mincher, Jr. – its President

Landlord – Donnie Mincher, Jr.

By: _____ Date: July 25 2023
Donnie Mincher, Jr.

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MASTER REAL ESTATE
LEASE

This Real Estate Lease Agreement (" Lease") is dated July 25, 2023, by and between Donnie Mincher, Jr. ("Landlord"), Tundra Gold Corporation, an Alaska limited liability company ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (the "Premises") the leased building area and associated parking areas located at 14479 W King Arthur Drive, Houston, Alaska 99623.

TERM. The Lease begins on July 25, 2023 and shall be a three-year (3) term ("Initial Term"), with automatic renewals for additional three (3) year term. In the event either party opts not to renew this Lease, said non-renewing party shall notice the other not less than thirty (30) days (prior to expiration of the initial term. Either party may terminate the Lease upon substantial breach of this Agreement and prior to written notice to the other party giving a ten (10) day notice to cure the defect to avoid the termination.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $1000.00 per month. If payment is not received by the 10th day of the month a late charge of $20.00 per day thereafter will be charged. Landlord shall give Tenant written notice of the past due lease payment. On the 15th the Landlord may give notice of breach, as stated above and Tenant shall agree to vacate the premise if the breach is not remedied within ten (10) days.

USE OF PREMISES. Tenant may use the Premises for the licensed cultivation of cannabis. Tenant shall buildout the premises in a manner necessary for its intended use. Tenant shall be responsible for all costs and expenses associated with such buildout.

Tenant shall notify Landlord of any anticipated extended absence of 5 days or more from the Premises not later than the first day of the extended absence.

UTILITIES AND SERVICES

Tenant shall be responsible for all utilities and services in connection with the Premises.

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

> REAL ESTATE TAXES. Tenant shall pay pro-rata share of the property's real estate taxes and assessments for the Premises.
>
> PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

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PROPERTY INSURANCE. At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, special form ("all risk") property insurance, in an amount not less than one hundred percent (100%) of the replacement cost, covering the Premises (including all leasehold improvements), the contents thereof, and the Building in which the Premises are located (collectively, the "Property Insurance"). The Property Insurance shall contain business income ("loss of rents") coverage for a period of time not less than twelve (12) months following the insured casualty. Landlord shall be named as an additional insured on the Property Insurance. Landlord and Landlord's mortgagee each shall be named as loss payees on the Property Insurance with respect to proceeds attributable to damage to the Premises and the Building. Landlord shall be named as loss payee on the Property Insurance with respect to business income coverage. Tenant shall not be a loss payee with respect to proceeds attributable to damage to the Premises or the Building or with respect to business income coverage, but Tenant shall be the loss payee for its personal property located in the Premises. The proceeds of the Property Insurance shall be used for the repair or replacement of the property so insured except that if this Lease is terminated following a casualty, the proceeds applicable to the Building, Premises and leasehold improvements contained therein shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant. The Property Insurance policy shall be in a form and contain such endorsements as are normal and customary for property insurance policies carried on similar property or properties or by similarly situated parties.

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